City of Fayetteville, Arkansas

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

City Council Tentative Agenda

Tuesday, May 12, 2026

4:30 PM

City Hall Room 219

City Council Members

Council Member Robert B. Stafford Ward 1
Council Member Dr. D'Andre Jones Ward 1
Council Member Sarah Moore Ward 2
Council Member Mike Wiederkehr Ward 2
Council Member Scott Berna Ward 3
Council Member Sarah Bunch Ward 3
Council Member Teresa Turk Ward 4
Council Member Min. Monique Jones Ward 4

Mayor Molly Rawn
City Attorney Kit Williams
City Clerk Treasurer Kara Paxton

Meeting Information:

1. Webinar ID: 899 9878 3772

Public Registration Link: https://fayetteville-ar.zoom.us/webinar/register/WN_8rGjroybSYOJF_O_RFziSg

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

A. Consent

A.1. Approval of the April 21, 2026 City Council Meeting Minutes

A.2. Approval of the May 5, 2026 City Council Meeting Minutes

A.3. Construction Contract for Pavement Crack Repair:
A resolution to award Bid 26-26 and authorize a contract with Emery Sapp & Sons, Inc. for pavement crack repair at the airport in the amount of $142,393.23, and to approve a 10% project contingency. (2026-1357)

A.4. Memorandum of Agreement with the Federal Aviation Administration (FAA):
A resolution to approve a Memorandum of Agreement with the Federal Aviation Administration (FAA) to authorize continued installation, operation, and

maintenance of FAA owned navigational, communication, and lighting facilities on airport property. (2026-1542)

A.5. Grant Application for Terminal Apron Rehabilitation:
A resolution to authorize an application for an Arkansas Department of Aeronautics Grant in the amount of $300,000.00 to fund 80% of the costs for the Terminal Apron Rehabilitation Project at the airport. (2026-1622)

A.6. Grant Application for General Aviation Apron Rehabilitation:
A resolution to authorize an application for an Arkansas Department of Aeronautics Grant in the amount of $200,000.00 to fund 90% of the costs for the North General Aviation Apron Rehabilitation Project at the airport. (2026-1633)

A.7. SWEPCO General Utility Easement:
A resolution to authorize Mayor Rawn to convey a utility easement to Southwestern Electric Power Company for the relocation of electrical infrastructure serving the airport terminal. (2026-1528)

A.8. Clabber Creek Bridge Replacement:
A resolution to express the willingness of the City of Fayetteville to utilize federal-aid funds for the Clabber Creek Bridge Replacement project. (2026-1370)

A.9. Approval Request to Submit SS4A FY 2026 Grant Application to Pursue Supplemental Funding for Safety and Mobility Improvements on E. Joyce Blvd.:
A resolution to authorize an application for an 80/20 federal-aid grant through the Safe Streets for All Program from the US Department of Transportation in an amount not to exceed $7,200,000.00 for the completion of the safety and mobility improvements on Joyce Boulevard. (2026-1653)

A.10. Bruckner's Truck and Equipment Collision Repairs Contract Amendment:
A resolution to amend the Professional Services Contract with Bruckner’s Truck and Equipment to adjust labor rates for heavy truck and fire apparatus repairs pursuant to Resolution 47-25. (2026-1267)

A.11. Fire Apparatus Replacement through Delta Fire and Safety Inc.:
A resolution to approve the purchase of a Spartan Pumper Tanker Fire Apparatus from Delta Fire and Safety in the amount of $1,370,800.00, pursuant to a Sourcewell Cooperative Purchasing Contract, plus any applicable surcharges, freight charges and delivery fees up to 10% of the original purchase price, and to approve a budget amendment. (2026-1541)

A.12. Adoption of Fayetteville Fire Department Administrative Policies:
A resolution to approve updates to Fayetteville Fire Department Administrative policies. (2026-1518)

A.13. Improvements to Lake Sequoyah Bridge:
A resolution to award Bid 26-31 and authorize a contract with Mobley Contractors in the amount of $599,219.77 for improvements to the Lake Sequoyah Drive Bridge, and to approve a project contingency in the amount of $100,000.00. (2026-1684)

A.14. Approval of a Contract with CARDS Holdings, LLC D/B/A Ecowaste Solutions for Processing of the City's Commingled Recyclable Materials:
A resolution to award Bid 26-28 and approve a two year contract with CARDS Holdings, LLC D/B/A Ecowaste Solutions Inc. for processing of the City's commingled recyclable materials in the amount of $50,000.00 for the remainder of 2026, and an estimated monthly cost of $4,100.00 beginning in 2027. (2026-1512)

A.15. Commit ARPA Interest and Reallocate Unused FPL ARPA funds to Childcare Program:
A resolution to commit $1,447.00 in returned American Rescue Plan Act funds and $7,518.00 in accrued interest to the Childcare Assistance Program, and to approve a budget amendment. (2026-1621)

A.16. Additional Positions to Improve Development-Related Service Levels:
A resolution to authorize the addition of two full-time equivalent positions in the Planning Division of the Development Services Department, and to approve a budget adjustment. (2026-1680)

B. Unfinished Business

B.1. 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.

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

At the May 5, 2026 City Council meeting, this resolution was tabled to the May 19, 2026 City Council meeting.

C. New Business

C.1. RZN-2026-0011: Rezoning (1002 N Hall Ave/ Central United Methodist Church INC, 443): An ordinance to rezone the property described in rezoning petition RZN 2026-11 for approximately 0.40 acres located at 1002 North Hall Avenue in Ward 4 from RSF-4, Residential Single-Family, four units per acre to UN, Urban Neighborhood. (2026-1641)

C.2. RZN-2026-0010 North Hall Avenue:
An ordinance to rezone the property described in Rezoning Petition RZN 2026-10 for approximately 0.31 acres located at 800 North Hall Avenue in Ward 4 from RSF-4, Residential Single-Family, Four Units Per Acre, and P-1, Institutional to UN, Urban Neighborhood. (2026-1640)

C.3. Appeal: LSD-2025-0019: Large Scale Development (South of N. Marks Mill Lane and North of E. Ash Street/Ramay Jr. High School, 368): A resolution to grant the appeal of City Council Member Teresa Turk and deny Large Scale Development LSD-2025-0019. (2026-1656)

C.4. Continuing Alignment of Development-Related Fees with Service Costs:
An ordinance to align development—related user fees with the costs of associated services by amending Chapter 51 Water and Sewers, Chapter 94 Fire Prevention, Chapter 110 Telecommunication, Chapter 116 Door to Door Solicitation at Private Residence, Chapter 118 Business Registry and Licenses, Chapter 157 Notification and Public Hearings, Chapter 159 Fees, and Chapter 178 Outdoor Vendors of the Unified Development Code. (2026-1622)

C.5. ADM-2026-0013: Administrative Item (Lots 167, 169, 170, 171, 172, 173 & 174 Magnolia Parks SD. PH. 5/Magnolia Parks SD., 244): A resolution pursuant to § 166.04 (B)(2) of the Fayetteville Unified Development Code to approve the request to not dedicate additional right of way along West Lierly Lane. (2026-1657)

C.6. Appeal: BOA-2026-0002 South School Ave:
A resolution to grant the appeal submitted by Swarm Aero and determine that Use Unit 22 Manufacturing is the most appropriate classification for this business. (2026-1662)

D. Proposed Agenda Additions

E. City Council Agenda Session Presentations

E.1. Department of Economic Development Quarterly Report - Director of Economic Development

F. City Council Tour

G. Announcements

H. Adjournment

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-1357

MEETING OF MAY 12, 2026

TO: Mayor Rawn and City Council

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

FROM: Jared Rabren, Airport Director

SUBJECT: **Drake Field — Execute Construction Contract for Pavement Crack Repair**

RECOMMENDATION:
Staff requests approval for the Aviation Division to execute a construction contract in the amount of $142,393.23 with Emery Sapp & Sons, Inc of Springdale, AR , pursuant to Bid 26-26, for the proposed Pavement Crack Repair project at Fayetteville – Drake Field Airport, and approval of a 10% project contingency.

BACKGROUND:
The east general aviation apron pavements provide access to the T-hangar facilities located at the northeast corner of the airport. This project will seal low- to moderate severity cracks and repair high severity cracks to extend the life of the apron pavements, delaying the need for more costly pavement reconstruction. This project will also address pavement marking deficiencies noted during the airport's most recent FAA Part 139 inspection completed in March 2025. The Airport entered into an agreement with Garver, LLC to provide design, bidding, and construction phase services for the project (Task Order 13) via Resolution 224-25, which also approved a Budget Adjustment for this project.

DISCUSSION:
The Aviation Division is requesting permission to execute a construction contract with Emery Sapp & Sons, Inc. to perform pavement crack repair project. Project funding will be a combination of an Arkansas Department of Aeronautics (ADA) grant and city funds. A complete breakdown of the expected project funding is included below.

		ADA:	$128,153.91
Construction Contract (ESS, Inc.):	$142,393.23	City (Aviation Division):	$14,239.32
TOTAL:	**$142,393.23**	**TOTAL:**	**$142,393.23**

BUDGET/STAFF IMPACT:
Funds are budgeted in the Airport Crack Pavement Repair project in the Airport fund.

ATTACHMENTS: 3. Staff Review Form, 4. Bid 26-26, Bid Tab - Final, 5. ESS Contract, 6. Bid 26-26, Submittal - Emery Sapp & Sons, Inc - E, 7. Bid 26-26, File #01 - Project Manual

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

File #: 2026-1357

A RESOLUTION TO AWARD BID 26-26 AND AUTHORIZE A CONTRACT WITH EMERY SAPP & SONS, INC. FOR PAVEMENT CRACK REPAIR AT DRAKE FIELD IN THE AMOUNT OF $142,393.23, AND TO APPROVE A 10% PROJECT CONTINGENCY

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 26-26 and authorizes a contract with Emery Sapp & Sons, Inc. for pavement crack repair at Drake Field in the amount of $142,393.23, and further approves a 10% project contingency.

City of Fayetteville Staff Review Form

2026-1357

Item ID

5/19/2026

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

Jared Rabren	4/14/2026	AIRPORT SERVICES (760)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff requests approval for the Aviation Division to execute a construction contract in the amount of $142,393.23 with Emery Sapp & Sons, Inc of Springdale, AR for the proposed Pavement Crack Repair project at Fayetteville – Drake Field Airport, and approval of a 10% project contingency.

Budget Impact:

5550.760.3960-5804.00	Airport
Account Number	Fund
32504.2501	Airport Pavement Crack Repair
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	222,070.00
		Expenses (Actual+Encum)	$	27,070.00
		Available Budget	$	195,000.00
Does item have a direct cost?	Yes	Item Cost	$	142,393.23
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	52,606.77

V20221130

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

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

Original Contract Number: _____

Comments:

CITY OF FAYETTEVILLE ARKANSAS

BID TABULATION

Bid 26-26, Construction - FYV Pavement Crack Repair

Deadline: Thursday, March 12, 2026 at 2:00 PM

Certification of Funds: $195,000 *($243,750 maximum allowed)*

				Emery Sapp & Sons, Inc.		Tri City Seal Co., Inc.		Marking Systems Inc.		Interstate Sealant & Concrete, LLC	
		Total		$142,393.23		$194,650.75		$300,437.60		$307,148.75	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Mobilization	1	LS	**$4,271.71**	$4,271.71	$9,000.00	$9,000.00	$14,000.00	$14,000.00	$15,000.00	$15,000.00
2	Bonds & Insurance	1	LS	**$1.00**	$1.00	$5,000.00	$5,000.00	$13,925.60	$13,925.60	$5,000.00	$5,000.00
3	Construction Safety and Security	1	LS	$18,672.57	$18,672.57	**$2,500.00**	$2,500.00	$24,869.00	$24,869.00	$17,000.00	$17,000.00
4	Low Severity Crack Repair (1 1/2" or less)	56850	LF	**$0.47**	$26,719.50	$1.65	$93,802.50	$2.50	$142,125.00	$2.70	$153,495.00
5	High Severity Crack Repair (1 1/2" to 5")	1900	LF	**$5.55**	$10,545.00	$7.50	$14,250.00	$7.50	$14,250.00	$20.00	$38,000.00
6	Longitudinal Joint Repair	4920	LF	**$1.31**	$6,445.20	$2.15	$10,578.00	$6.00	$29,520.00	$5.50	$27,060.00
7	Asphalt Pavement Patch Repair	40	SY	**$82.43**	$3,297.20	$350.00	$14,000.00	$125.00	$5,000.00	$400.00	$16,000.00
8	Permanent Markings (Reflective)	8650	SF	$3.83	$33,129.50	$2.57	$22,230.50	$3.00	$25,950.00	**$1.45**	$12,542.50
9	Permanent Markings (Non-Reflective)	15975	SF	$2.19	$34,985.25	**$1.21**	$19,329.75	$1.68	$26,838.00	$1.35	$21,566.25
10	Pavement Marking Removal	990	LF	$4.37	$4,326.30	$4.00	$3,960.00	$4.00	$3,960.00	**$1.50**	$1,485.00

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



Trevel Young, Procurement Agent



Kenny Fitch, Sr Procurement Agent

Docusign Envelope ID: 43EC9D3D-53C1-41A9-B31C-1961ED285956

00 52 00 CONTRACT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between **CITY OF FAYETTEVILLE** ("Owner") and **EMERY SAPP & SONS, INC.** ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: low- to high-severity crack repair and remarking the east general aviation apron, as well as localized repair of failed crack sealant along the longitudinal centerline of Taxiway A, Taxiway B, and Taxiway C.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by **Garver, LLC**.

3.02 The Owner has retained **Garver, LLC** ("Engineer") to act as Owner's representative, and to have the rights, responsibilities, duties, and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Contract Times: Days*

A. The Work will be substantially completed within the following number of days after the date when the Contract Times commence to run as provided in Section 80-07 of the General Provisions, and completed and ready for final payment in accordance with Section 90-09 of the General Provisions within the following number of days after the date when the Contract Times commence to run. The work shall be substantially completed within 15 calendar days following the Notice to Proceed, and total completion shall be within 22 calendar days following the Notice to Proceed.

Description	Substantial Completion	Final Completion
Phase 1	7 calendar days	-
Phase 2	3 calendar days	-
Phase 3	1 calendar days	-
Phase 4	2 calendar days	-
Phase 5	3 calendar days	-
Phase 6	1 calendar days	-
Total Project	15 calendar days	7 calendar days after Substantial Completion Date

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4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Project Substantial Completion: Contractor shall pay Owner **$1,000** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Project Final Completion: Upon substantial completion and delivery of the final punchlist to the Contractor, the Contractor shall pay Owner **$1,000** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Final Completion until the Work is finally complete.

4.04 *Special Damages*

A. Not Used.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. Estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer and Owner.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Applications for Payment shall be made in accordance with Section 90-06 of the General Provisions. Applications for Payment will be processed by Engineer as provided in the General Provisions.

6.02 *Progress Payments; Retainage*

A. Progress payments and retainage shall be in accordance with Section 90-06 of the General Provisions.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Section 50-15 of the General Provisions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in Section 90-09 of the General Provisions, minus any damages as described in Paragraphs 4.03 and 4.04.

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ARTICLE 7 – INTEREST

7.01 Note Used.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all laws and regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Special Provisions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Special Provisions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

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

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

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

K. The Contractor hereby represents and warrants to and for the benefit of the Owner that:

1. The Contractor has reviewed and understands the prevailing wage rate requirements and will provide any further verified information, certification or assurance of compliance as may be required by the Owner.

2. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner to recover as damages against the

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Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Owner resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Owner). While the Contractor has no direct contractual privity with the State, as a lender to the Owner for the funding of its Project, the Owner and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. Executed Contract
2. Addenda (if any)
3. Advertisement for Bids
4. Instructions to Bidders
5. Bid Form
6. List of Proposed Subcontractors
7. Qualification Statement
8. General Provisions
9. Special Provisions
10. Supplemental Specifications as listed in the Table of Contents
11. Technical Specifications as listed in the Table of Contents
12. Drawings
13. Performance Bond
14. Payment Bond
15. Certificates of Insurance
16. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid
17. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Provisions.

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ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms not otherwise defined herein and used in this Agreement will have the meanings stated in the General Provisions and the Special Provisions.

10.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

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

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice' means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:	CONTRACTOR:
_____	Emery Sapp & Sons, Inc.
By: _____	By: DocuSigned by: 5D137EDB731B451
Title: _____	Title: Assistant Vice President
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: _____	Attest: Debbie Davis
Title: _____	Title: Sr. Job Cost Analyst
Address for giving notices:	Address for giving notices: 5168 A. N. Oak St. Springdale, AR 72764
_____	
_____	
_____	_____
	License No.: 0133390423 *(where applicable)*

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Bid 26-26 Addendum 1
Emery Sapp & Sons, Inc. (Asphalt)
Supplier Response

Event Information

Number: Bid 26-26 Addendum 1
Title: Construction - FYV Pavement Crack Repair
Type: Invitation to Bid
Issue Date: 2/15/2026
Deadline: 3/12/2026 02:00 PM (CT)
Notes: The City of Fayetteville is accepting sealed bids from properly licensed contractors to repair low to high severity pavement cracks and remark the east general aviation apron at Drake Field Airport. 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

Emery Sapp & Sons, Inc. (Asphalt) Information

Contact: Shawn Shrum
Address: 5168-A N. Oak
Sprngdale, AR 72764
Phone: (479) 927-0000
Fax: (479) 927-0096
Email: shawn.shrum@emerysapp.com

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

Shawn Shrum
Signature

shawn.shrum@emerysapp.com
Email

Submitted at 3/12/2026 12:59:27 PM (CT)

Requested Attachments

Signature Forms for Bid 26-26

FYV Pavement Crack Repair - Signature Pages Update.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 26-26

FYV Pavement Crack Repair - Bid Bond.pdf

Please attach a signed and completed copy of your bid bond. The Bid Bond must be signed by both the bidder and the surety company to be considered valid. An invalid Bid Bond shall be grounds for bid rejection.
Bid bonds in the form of a cashier's check shall be delivered to City Hall, Procurement Division before bid deadline and have a copy of the cashier's check uploaded with submittal.

Bid Attributes

1	**Arkansas Secretary of State Filing Number:** 100212597
2	**Arkansas Contractor License Number:** *Contractor's License must have a classification relating to the scope prior to the award of this project.* 0133390423
3	**Check Yes or No:** Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing. ☑ Yes, I agree ☐ No, I don't agree

4	**Check Yes or No:** Pursuant Arkansas Code Annotated §25-1-1002, the Contractor agrees and certifies that they do not currently boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-1002. If at any time during the contract the contractor decides to boycott Energy, Fossil Fuel, Firearms, and/or Ammunition Industries, the contractor must notify the contracted public entity in writing. ☑ Yes, I agree ☐ No, I don't agree
5	**Addendum Acknowledgement:** By selecting "I agree", you acknowledge that you have read and understand any addendums that have been issued for this bid. ☑ I agree

Bid Lines

1	Mobilization (Shall not exceed 5% of the base bid price, excluding Bonds and Insurance)	Quantity: 1	UOM: LS	Price: $4,271.71	Total:	$4,271.71
2	Bonds & Insurance	Quantity: 1	UOM: LS	Price: $1.00	Total:	$1.00
3	Construction Safety and Security	Quantity: 1	UOM: LS	Price: $18,672.57	Total:	$18,672.57
4	Low Severity Crack Repair (1 1/2" or less)	Quantity: 56850	UOM: LF	Price: $0.47	Total:	$26,719.50
5	High Severity Crack Repair (1 1/2" to 5")	Quantity: 1900	UOM: LF	Price: $5.55	Total:	$10,545.00
6	Longitudinal Joint Repair	Quantity: 4920	UOM: LF	Price: $1.31	Total:	$6,445.20
7	Asphalt Pavement Patch Repair	Quantity: 40	UOM: SY	Price: $82.43	Total:	$3,297.20
8	Permanent Markings (Reflective)	Quantity: 8650	UOM: SF	Price: $3.83	Total:	$33,129.50
9	Permanent Markings (Non-Reflective)	Quantity: 15975	UOM: SF	Price: $2.19	Total:	$34,985.25
10	Pavement Marking Removal	Quantity: 990	UOM: LF	Price: $4.37	Total:	$4,326.30

Response Total: $142,393.23

00 22 13 BIDDER'S CHECKLIST OF REQUIRED ITEMS

This Bidder's Checklist is provided to ensure all required forms are completed and returned as part of the Bid submission. All forms must be included as indicated for a Bid to be considered a complete, responsive Bid. Appropriate signatures and date are required on each document. If an item is missing, the Bid may be declared unresponsive and therefore rejected as further set forth in the Instructions to Bidders. **This sheet will serve as the cover sheet for the Bid submission.**

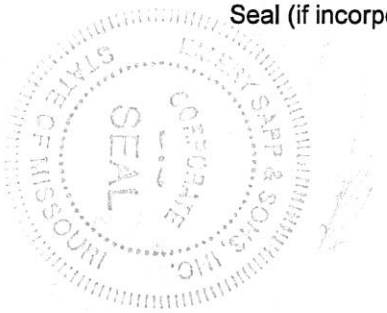
	Completed*	Spec. Section
Acknowledgement of All Addenda	☑	00 41 00
Bid contains the following forms:		
1. Bid Form/Proposal	☑	00 41 00
2. Bid Bond	☑	00 43 13
3. List of Proposed Subcontractors	☑	00 43 36
4. Qualifications Statement	☑	00 45 13
5. Current Insurances and Coverages (Auto and Liability)	☑	
*Check when filled out, signed, and included with submission of bid packet.		

Within three (3) days after Bid Opening:
Bidder acknowledges to provide within three (3) days after Bid Opening (Low Bidder Only):
1. Bidder's Qualifications of Subcontractor (if requested)
2. Bidder's Safety Records (if requested)

Within fifteen (15) days after Notice of Award:
Bidder acknowledges that within fifteen (15) days after Notice of Award, Successful Contractor is required to complete the following before execution and award of the Contract:
1. Section 00 52 00, Contract (all pages and supporting documents)
2. Section 00 61 13, Performance Bond
3. Section 00 61 16, Payment Bond
4. Completed Certificates of Insurance

Prior to Construction (Awarded Contractor):
1. Construction Schedule - before preconstruction conference

Seal (if incorporated)



Bidder Name: Emery Sapp & Sons, Inc.

Address: 2301 Interstate 70 Dr. NW

City, State, Zip Code: Columbia, MO 65202

Contractor Number: 0133390423

Contact Name: Nate Hampton

Title: Estimator / PM

Contact Number: 479-739-4490

Contact Email: nate.hampton@emerysapp.com

Signature of Authorized Agent for Bidder:

Date: 3-12-26

00 41 00 BID FORM

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

CITY OF FAYETTEVILLE
PURCHASING DIVISION ROOM 306 – CITY HALL
113 WEST MOUNTAIN STREET
FAYETTEVILLE, ARKANSAS 72701

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the 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 Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

2.02 In submitting this Bid, Bidder acknowledges and accepts Contractor's representations as more fully set forth in the Contract.

2.03 In submitting this Bid, Bidder certifies Bidder is qualified to do business in the State of Arkansas as required by laws, rules and regulations or, if allowed by statute, covenants to obtain such qualification prior to contract award.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following addenda:

Addendum No.	Addendum, Date
1	3/3/26

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all laws and regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Special Provisions, especially with respect to Technical Data in such reports and drawings, and (2) reports and

drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Special Provisions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

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

J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

K. The submission of the Bid constitutes that applicable sales taxes are included in the stated Bid prices for the work, unless provision is made herein for the bidder to separately itemize the estimated amount of sales tax.

L. By submitting a bid/proposal under this solicitation, the Bidder understands that the bid/proposal is subjected to the **Arkansas Department of Labor Wage Rates.**

M. By submitting a bid/proposal, the Bidder understands that the bid/proposal is subjected to the **Federal Aviation Administration requirements referenced in the Special Provisions.**

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder acknowledges that (1) each Bid unit price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.02 Bidder will complete the Work in accordance with the Contract Documents for the enclosed prices.

5.03 BID ALTERNATES

A. Not used.

5.04 BID SCHEDULES

A. Not used.

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All bids shall be placed via the City's online bidding platform.

See 00 11 00 Advertisement for Bids for more information.

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ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Section 90-09 of the General Provisions on or before the dates or within the number of calendar days indicated in the Contract.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security (00 43 13);

B. List of Proposed Subcontractors (00 43 36)

C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

D. Contractor's License No.: 0133390423

E. Required Bidder Qualifications Statement (00 45 13) with supporting data; and

F. Current Insurances and Coverages

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Provisions, and the Special Provisions.

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ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Emery Sapp & Sons, Inc.

By:
[Signature] [signature]

[Printed name] Barry Spires
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature] [signature]

[Printed name] Nate Hampton

Title: Estimator / PM

Submittal Date: 3/12/26

Address for giving notices:

2301 Interstate 70 Dr. NW

Columbia, MO 65202

Telephone Number: 573-445-8331

Fax Number:

Contact Name and e-mail address: Nate Hampton
nate.hampton@emerysapp.com

Bidder's License No.: 0133390423
(where applicable)

Bidder's Tax ID No. (TIN): 43-1708848

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AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Emery Sapp & Sons, Inc.
5168 N Oak Street
Springdale, AR 72764

SURETY:
(Name, legal status and principal place of business)
Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER:
(Name, legal status and address)
City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

BOND AMOUNT: Five Percent of Amount Bid (5%)

PROJECT:
(Name, location or address, and Project number, if any)
26-26, Construction - FYV Pavement Crack Repair

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 12th day of March, 2026

	Emery Sapp & Sons, Inc.
(Witness)	*(Principal)* *(Seal)*
	(Title)
	Liberty Mutual Insurance Company
(Witness) Misty Leonard	*(Surety)* *(Seal)*
	(Title) Allison Madrid, Attorney-in-Fact

Seal No. 3615

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Init. /

061110

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213020-973699**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Allison Madrid; Crystal York; Louis A. Landwehr; Misty Leonard; Shannon Burgess

all of the city of Jefferson City state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of January, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 24th day of January, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of March, 2026.

By: _____
Renee C. Llewellyn, Assistant Secretary

Seal No. 3615

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email [illegible]

See attached.

00 43 13 BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:

SURETY *(Name, and Address of Principal Place of Business)*:

OWNER *(Name and Address)*:

BID
Bid Due Date:
Description:

BOND
Bond Number:
Date:
Penal sum _____ $ _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER	**SURETY**
_____ (Seal)	_____ (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	Attest: _____
Signature	Signature
Title	Title

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint ventures, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any Performance bond and Payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

   3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

   3.2 All Bids are rejected by Owner, or

   3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

EJCDC® C-430, Bid Bond (Penal Sum Form). Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

00 43 36 LIST OF PROPOSED SUBCONTRACTORS

I, the undersigned Bidder, hereby certify that proposals from the following subcontractors were used in the preparation of my Bid. I agree that if I am the successful Bidder and if the following subcontracts are approved, I will not enter into contracts with others for these divisions of the work without prior written approval from the Engineer and the Owner.

For Annual Gross Receipts:

- Enter 1 for Less than $1 Million
- Enter 2 for More than $1 Million, Less than $5 Million
- Enter 3 for More than $5 Million, Less than $10 Million
- Enter 4 for More than $10 Million, Less than $15 Million
- Enter 5 for More than $15 Million

Type of Work: Striping

Subcontractor's Name: Marking Systems, Inc.

Arkansas License No.: 0073950726

Address: 6216 Young Rd. Little Rock, AR

DBE: Yes / (No) (circle one) Contract Amount: $66,185.00

SBE: Yes / (No) (circle one)

Date Firm Established: 1992

Annual Gross Receipts (enter the range only): 3

Type of Work:

Subcontractor's Name:

Arkansas License No.:

Address:

DBE: Yes / No (circle one) Contract Amount:

SBE: Yes / No (circle one)

Date Firm Established:

Annual Gross Receipts (enter the range only):

Type of Work:

Subcontractor's Name:

Arkansas License No.:

Address:

DBE: Yes / No (circle one) Contract Amount:

SBE: Yes / No (circle one)

Date Firm Established:

Annual Gross Receipts (enter the range only):

Fayetteville – Drake Field (FYV)
Pavement Crack Repair

Type of Work: .....

Subcontractor's Name: .....

Arkansas License No.: .....

Address: .....

DBE: Yes / No (circle one) Contract Amount: .....

SBE: Yes / No (circle one)

Date Firm Established: .....

Annual Gross Receipts (enter the range only): .....

Bidder (General Contractor): Emery Sapp & Sons, Inc.

Arkansas License No.: 0133390473

Address: 2301 I-70 Dr. NW Columbia, MO 65202

DBE: Yes / No (circle one)

SBE: Yes / No (circle one)

Date Firm Established: 1972

Annual Gross Receipts (enter the range only): 5

By: .....*

Title: AVP

Percent of Contract to be Completed by DBE: 0%

*Signature must be the same as on the Bid form.

Notes:

(1) General Contractor and subcontractors shall have a certificate of license with the proper classification from the State Contractors Licensing Board before his or her bid is submitted.

(2) Certificates of license shall be provided with this form at the time of the bid opening.

(3) The Bidder shall supply a copy of IRS Form W9, Request Taxpayer Identification Number (TIN) and Certification with the Bid.

00 45 13 QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS

1. SUBMITTED BY:

Official Name of Firm: Emery Sapp & Sons, Inc.

Address: 2301 Interstate 70 Dr. NW
Columbia, MO 65202

2. SUBMITTED FOR:

Owner: **CITY OF FAYETTEVILLE**

Project Name: **PAVEMENT CRACK REPAIR**

TYPE OF WORK: The Project includes, but is not limited to, low- to high- severity crack repair and remarking of the east general aviation apron, as well as localized repair of failed crack sealant along the longitudinal centerline of Taxiway A, Taxiway B, and Taxiway C as shown on the plans and indicated in the specifications.

3. CONTRACTOR'S CONTACT INFORMATION

Contact Person: Nate Hampton

Title: Estimator / PM

Phone: 479-739-4490

Email: nate.hampton@emerysapp.com

4. AFFILIATED COMPANIES:

Name:

Address:

5. TYPE OF ORGANIZATION:

☐ SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

☐ PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

_____

_____

☑ CORPORATION

State of Organization: MO

Date of Organization: 1972

Executive Officers:

- President: Tim Paulson, Robert Gillis
- Vice President(s): Tony Ames

_____

_____

- Treasurer: Dan Hoover
- Secretary: Amy Allen

☐ LIMITED LIABILITY COMPANY

State of Organization: _____

Date of Organization: _____

Members: _____

_____

_____

☐ JOINT VENTURE

Sate of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____
- Address: _____

Joint Venture Managing Partner

- Name: _____
- Address: _____

Joint Venture Managing Partner

- Name: _____
- Address: _____

6. LICENSING

Jurisdiction: Please see attached

Type of License: _____

License Number: _____

Jurisdiction: _____

Type of License: _____

License Number: _____

Has firm listed in Section 1 ever been fined or suspended by a Contractor's licensing board?

☐YES ☑ NO

If YES, attach as an Attachment details including where and why.

7. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: N/A

Minority Business Enterprise: N/A

Woman Owned Enterprise: N/A

Small Business Enterprise: N/A

Other (_____): _____

8. BONDING INFORMATION

Bonding Company: Liberty Mutual Insurance Company

Address: 175 Berkley Street, Boston, MA 02116

Bonding Agent: Winter-Dent & Company

Address: 101 E. McCarty Street, Jefferson City, MO 65102

Contact Name: Allison Madrid

Phone: (573) 825-8777

Aggregate Bonding Capacity: $600,000,000

Available Bonding Capacity as of date of this submittal: $150,000,000

9. FINANCIAL INFORMATION

Financial Institution: Central Bank of Boone County

Address: 2711 W. Broadway, Columbia, MO 65203

Account Manager: Chris Widmer

Phone: (573) 874-8482

Credit available: $ Will provide upon award of project

10. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐YES ☑ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ☑ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☑YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

11. SAFETY PROGRAM: Emery Sapp & Sons, Inc. is a large company performing business in 34 states. A company of our magnitude has claims from time to time. Each matter is handled quickly and agressively.

Name of Contractor's Safety Officer: Michael Weatherred

Include the following as attachments:

If requested after the bid, Provide as an Attachment Contractor's (and Contractor's proposed subcontractors and suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 300- Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

If requested after the bid, Provide as an Attachment Contractor's (and Contractor's proposed subcontractors and suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

If requested after the bid, Provide as an Attachment Contractor's (and Contractor's proposed subcontractors and suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide the following for the firm listed in Section 1 (and for each proposed subcontractor and supplier furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	2025	EMR	0.61
YEAR	2024	EMR	0.65
YEAR	2023	EMR	0.70
YEAR	2022	EMR	0.64
YEAR	2021	EMR	0.71

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	2025	TRFR	2.91
YEAR	2024	TRFR	1.26
YEAR	2023	TRFR	1.17
YEAR	2022	TRFR	1.70
YEAR	2021	TRFR	1.59

Total number of man-hours worked for the last 5 Years:

YEAR	2025	TOTAL NUMBER OF MAN-HOURS	3,304,075
YEAR	2024	TOTAL NUMBER OF MAN-HOURS	3,009,930
YEAR	2023	TOTAL NUMBER OF MAN-HOURS	3,021,395
YEAR	2022	TOTAL NUMBER OF MAN-HOURS	3,059,556
YEAR	2021	TOTAL NUMBER OF MAN-HOURS	2,391,845

Provide Contractor's (and Contractor's proposed subcontractors and suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed subcontractors and suppliers) for the last 5 years:

YEAR	2025	DART	
YEAR	2024	DART	.53
YEAR	2023	DART	.60
YEAR	2022	DART	.26
YEAR	2021	DART	.93

12. EQUIPMENT:

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on project.

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HEREWITH, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: Emery Sapp & Sons, Inc.

BY: [signature]

TITLE: VP

DATED: 3-12-26

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 12th DAY OF March, 2026

NOTARY PUBLIC - STATE OF Arkansas [signature]
MY COMMISSION EXPIRES: 3-7-2036

DEBORAH K RAY
NOTARY PUBLIC
Comm. Exp. 03-07-36
Comm. No. 12346951
WASHINGTON COUNTY, ARKANSAS

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience)*.
2. Schedule B (Previous Experience)*.
3. Schedule C (Major Equipment)*.
4. Evidence of authority for individuals listed in Section 5 to bind organization to an agreement.
5. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
6. Required safety program submittals listed in Section 11.

*Information may be provided on form attached or bidder provided form containing similar information.

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SCHEDULE A

CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Please see attached	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

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SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Please see attached	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

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SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Please see attached	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

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SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

ITEM	PURCHASE DATE	CONDITION	ACQUIRED VALUE
Please see attached			

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EMERY SAPP & SONS

Past Five Years of Experience

Company Name	Contract	Contract Description	Customer Name	Location	Description of Work	Contract Amount
Emery Sapp & Sons, Inc.	1224120.	MODOT I-70 Design Build-Warrenton to Wentzville	Improve 70 Alliance	Columbia, MO	Agg Base Rock, Asphalt Paving, Bridge, Concrete Paving, Dirt Excavation, Other, Sanitary, Sealing/Striping, Storm, Subcontractor	328,474,361
Emery Sapp & Sons, Inc.	1222110.JV	KDOT US69 Joint Venture	Kansas Dept of Transportation	Topeka, KS	Other	230,834,534
Emery Sapp & Sons, Inc.	1823115.	ARDOT 012326 Benton Washington Co Hwy 612	Arkansas Dept of Transportation	Little Rock, AR	Agg Base Rock, Bridge, Concrete Paving, Dirt Excavation, Other, Rock Excavation, Storm, Subcontractor	181,133,359
Emery Sapp & Sons, Inc.	1224114.	KDOT South Lawrence Trafficway II	Kansas Dept of Transportation	Topeka, KS	Agg Base Rock, Asphalt Paving, Bridge, Concrete Paving, Dirt Excavation, Other, Rock Excavation, Storm, Subcontractor	174,255,422
Emery Sapp & Sons, Inc.	1219041.	ESS ARDOT Bella Vista-South Hwy 71	Arkansas Dept of Transportation	Little Rock, AR	Asphalt Paving, Bridge, Concrete Paving, Dirt Excavation, Other, Storm, Subcontractor	73,362,374
Emery Sapp & Sons, Inc.	1221050.	KDOT Cherokee Co Hwy 166	Kansas Dept of Transportation	Topeka, KS	Agg Base Rock, Asphalt Milling, Asphalt Paving, Bridge, Concrete Paving, Dirt Excavation, Other, Storm, Subcontractor	61,293,332
Emery Sapp & Sons, Inc.	1220045.	McDonald Rt I-49	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Bridge, Concrete Paving, Dirt Excavation, Other, Storm, Subcontractor	58,915,467
Emery Sapp & Sons, Inc.	1218039.	Jackson Co I435/I70	Missouri Highway Commission	Jefferson City, MO	Bridge, Concrete Paving, Dirt Excavation, Other, Sanitary, Storm, Subcontractor	47,812,820
Emery Sapp & Sons, Inc.	1220055.	ODOT Rogers Co	ODOT	Oklahoma City, OK	Agg Base Rock, Bridge, Concrete Paving, Dirt Excavation, Other, Storm, Subcontractor	45,782,161
Emery Sapp & Sons, Inc.	1222102.	MODOT I-44 Corridor Bridge Bundle	Missouri Highway Commission	Jefferson City, MO	Bridge, Other	38,367,829
Emery Sapp & Sons, Inc.	1424106.	KDOT Kingman Co US-54	Kansas Dept of Transportation	Topeka, KS	Agg Base Rock, Concrete Paving, Other, Storm, Subcontractor	37,106,830
Emery Sapp & Sons, Inc.	1723144.	ARDOT 040883 Washington Co Hwy 62	Arkansas Dept of Transportation	Little Rock, AR	Agg Base Rock, Asphalt Milling, Asphalt Paving, Other, Subcontractor	36,838,276
Emery Sapp & Sons, Inc.	1219040.	ARDOT Bella Vista Bypass	Arkansas Dept of Transportation	Little Rock, AR	Agg Base Rock, Bridge, Concrete Paving, Dirt Excavation, Other, Storm, Subcontractor	34,065,621
Emery Sapp & Sons, Inc.	1221032.	KDOT Neosho Co Hwy 169	Kansas Dept of Transportation	Topeka, KS	Agg Base Rock, Asphalt Paving, Bridge, Concrete Patching, Concrete Paving, Dirt Excavation, Other, Storm, Subcontractor, Water	33,499,792
Emery Sapp & Sons, Inc.	1219032.	I-44 Design Build	Missouri Highway Commission	Jefferson City, MO	Bridge, Concrete Paving, Dirt Excavation, Other, Storm, Subcontractor	31,204,409
Emery Sapp & Sons, Inc.	1623135.	ARDOT 061750 Hot Spring & Saline Co I-30	Arkansas Dept of Transportation	Little Rock, AR	Concrete Patching, Diamond Grinding, Other, Subcontractor	29,308,223
Emery Sapp & Sons, Inc.	1225103.	MODOT Kaysinger Bridge Bundle	Missouri Highway Commission	Jefferson City, MO	Bridge, Concrete Paving, Dirt Excavation, Other, Storm, Subcontractor, Substation	28,175,000
Emery Sapp & Sons, Inc.	1220054.	ARDOT 080457 Faulkner Co Hwy 89	Arkansas Dept of Transportation	Little Rock, AR	Agg Base Rock, Asphalt Paving, Bridge, Concrete Paving, Curb/Gutter, Dirt Excavation, Other, Rock Excavation, Sidewalk, Storm, Subcontractor	26,264,804
Emery Sapp & Sons, Inc.	1619088.	White Co Rt 67	Arkansas Dept of Transportation	Little Rock, AR	Asphalt Paving, Concrete Patching (SY), Diamond Grinding (SY), Excavation (CY), Other, Subcontractor	25,215,756
Emery Sapp & Sons, Inc.	1619044.	Rt 67 Jackson/White AR	Arkansas Dept of Transportation	Little Rock, AR	Bridge, Concrete Patching, Diamond Grinding, Dirt Excavation, Other, Subcontractor	24,499,692
Emery Sapp & Sons, Inc.	1525115.	Noble Hill Sanitary Landfill Cell 3 4 5	City of Springfield MO	Springfield, MO	Concrete Paving, Dirt Excavation, Dry Utility, Other, Rock Excavation, Sanitary, Storm, Subcontractor	23,913,611
Emery Sapp & Sons, Inc.	1622127.	AZDOT Maricopa Co I-17 Pavement Rehab	Arizona Department of Transportation	Phoenix, AZ	Diamond Grinding, Other, Sealing/Striping, Subcontractor	23,880,761
Emery Sapp & Sons, Inc.	1623102.	MODOT Cass Co Rt 7	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Asphalt Milling, Asphalt Paving, Concrete Patching, Dirt Excavation, Other, Subcontractor	23,106,988
Emery Sapp & Sons, Inc.	1825110.	XNA Terminal Apron Expansion & Reconstruction			Other	22,464,095
Emery Sapp & Sons, Inc.	1624309.	ARDOT 040826 Crawford Sebastian Co I-540	Arkansas Dept of Transportation	Little Rock, AR	Asphalt Milling, Asphalt Paving, Other, Subcontractor	21,076,514
Emery Sapp & Sons, Inc.	1525134.	MODOT Greene Co Rt MM	Missouri Highway Commission	Jefferson City, MO	Other	20,527,570
Emery Sapp & Sons, Inc.	1222101.	Ft Smith Airport Runway 8-26 Extension CMAR	Fort Smith Regional Airport	Fort Smith, AR	Agg Base Rock, Cement Treated Base, Concrete Patching, Concrete Paving, Dirt Excavation, Other, Storm, Subcontractor	19,525,989
Emery Sapp & Sons, Inc.	1622131.	MODOT Adair Linn Macon Schuyler Scotland Co Var Routes B04	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Asphalt Milling, Asphalt Paving, Other, Subcontractor	18,731,478
Emery Sapp & Sons, Inc.	1624152.	MODOT Gasconade Osage Co Rt 50 & 19	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Asphalt Milling, Asphalt Paving, Other, Subcontractor	18,450,846
Emery Sapp & Sons, Inc.	1625149.	AZDOT Maricopa Co SR-51	Arizona Department of Transportation	Phoenix, AZ	Other	17,845,580
Emery Sapp & Sons, Inc.	1217036.	Scott County I-55	Missouri Highway Commission	Jefferson City, MO	Bridge, Concrete Paving, Dirt Excavation, Other, Sanitary, Storm, Subcontractor	17,738,717
Emery Sapp & Sons, Inc.	1620024.	Rt I55 Perry Cape Girardeau	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Asphalt Milling, Asphalt Paving, Bridge, Concrete Patching, Diamond Grinding, Dirt Excavation, Other, Subcontractor	17,333,238
Emery Sapp & Sons, Inc.	1622132.	MODOT Linn Putnam Sullivan Co Var Routes A05	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Asphalt Milling, Asphalt Paving, Other, Subcontractor	16,937,920
Emery Sapp & Sons, Inc.	1521096.	Kansas Expressway Ph 1	Greene County Highway Department	Springfield, MO	Agg Base Rock, Bridge, Concrete Paving, Curb/Gutter, Dirt Excavation, Dry Utility, Other, Sanitary, Sidewalk, Storm, Subcontractor, Water	16,388,219
Emery Sapp & Sons, Inc.	1222108.	MODOT Montgomery Co Rte 19	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Bridge, Concrete Patching, Concrete Paving, Dirt Excavation, Other, Storm, Subcontractor	14,819,071
Emery Sapp & Sons, Inc.	1320024.	I-70 Mineola Hill DB	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Bridge, Concrete Paving, Diamond Grinding, Dirt Excavation, Other, Storm, Subcontractor	14,401,555
Emery Sapp & Sons, Inc.	1325107.	MODOT Warren Montgomery Co Rte A & E	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Bridge, Concrete Paving, Dirt Excavation, Other, Storm, Subcontractor	14,079,056
Emery Sapp & Sons, Inc.	1621077.	MODOT Johnson Co Rt 50	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Asphalt Milling, Asphalt Paving, Concrete Patching, Other, Storm, Subcontractor	13,835,216
Emery Sapp & Sons, Inc.	1623162.	MODOT Adair Schuyler Co Rt 63 & 202	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Asphalt Milling, Asphalt Paving, CTB/Base Rock, Other, Subcontractor	13,738,225
Emery Sapp & Sons, Inc.	1622133.	MODOT Carroll Grundy Linn Livingston Co Var Routes A04	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Asphalt Milling, Asphalt Paving, Other, Subcontractor	13,623,715
Emery Sapp & Sons, Inc.	1824102.	Highway 170 Improvements	City of Farmington AR	Farmington, AR	Agg Base Rock, Asphalt Paving, Concrete Paving, Dirt Excavation, Other, Sanitary, Storm, Subcontractor	13,165,347
Emery Sapp & Sons, Inc.	1521067.	XNA Taxiway BP2	Northwest Arkansas Regional Airport A	Bentonville, AR	Agg Base Rock, Asphalt Milling, Asphalt Paving, Concrete Paving, Dirt Excavation, Other, Storm, Subcontractor	13,152,786

Emery Sapp & Sons, Inc.	1221052.	Monett Regional Airport Runway 18/36	City of Monett MO	Monett, MO	Agg Base Rock, Concrete Paving, Dirt Excavation, Other, Storm, Subcontractor	13,126,753
Emery Sapp & Sons, Inc.	1223105.	XNA West Apron Expansion	NWARA-Northwest Ark Regional Airpor	Bentonville, AR	Agg Base Rock, Cement Treated Base, Concrete Paving, Dirt Excavation, Other, Storm, Subcontractor, Water	12,693,936
Emery Sapp & Sons, Inc.	1623176.	GDOT Emanuel & Treutlen Co I-16	Georgia Department of Transportation	Atlanta, GA	Agg Base Rock, Concrete Patching, Diamond Grinding, Other, Subcontractor	12,676,669
Emery Sapp & Sons, Inc.	1224119.	Pettis Co-Cedar Dr & Rte HH	Pettis County MO	Sedalia, MO	Agg Base Rock, Asphalt Paving, Bridge, Concrete Paving, Dirt Excavation, Other, Storm, Subcontractor	12,510,797
Emery Sapp & Sons, Inc.	1623101.	MODOT Ralls Audrain Co Rt 19	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Asphalt Milling, Asphalt Paving, Concrete Patching, Dirt Excavation, Other, Subcontractor	11,699,001
Emery Sapp & Sons, Inc.	1324168.	MODOT Boone Co Rte AC & 63	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Concrete Patching, Concrete Paving, Curb/Gutter, Dirt Excavation, Other, Sanitary, Sidewalk, Storm, Subcontractor, Water	11,538,958
Emery Sapp & Sons, Inc.	1425108.	K10 Utility Relocates	City of Lawrence KS	Lawrence, KS	Dirt Excavation, Other, Sanitary, Subcontractor, Water	11,497,950
Emery Sapp & Sons, Inc.	1624591.	Joplin Airport Runway 13-31 Rehab	City of Joplin MO	Joplin, MO	Asphalt Milling, Asphalt Paving, Other, Subcontractor	11,389,112
Emery Sapp & Sons, Inc.	1423105.	Chipman Road Improvements	City of Lee's Summit MO	Lee's Summit, MO	Agg Base Rock, Bridge, Concrete Paving, Curb/Gutter, Dirt Excavation, Dry Utility, Other, Sanitary, Sidewalk, Storm, Subcontractor, Water	11,343,528
Emery Sapp & Sons, Inc.	1625109.	MODOT Lafayette Co Rt 24	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Asphalt Milling, Asphalt Paving, Other, Subcontractor	11,006,025
Emery Sapp & Sons, Inc.	1523118.	Kansas Expressway Ph 2	Greene County Highway Department	Springfield, MO	Agg Base Rock, Curb/Gutter, Dirt Excavation, Other, Rock Excavation, Sanitary, Storm, Subcontractor	10,998,824
Emery Sapp & Sons, Inc.	1320017.	Nifong Blvd Improvements	City of Columbia MO	Columbia, MO	Concrete Paving, Dirt Excavation, Other, Sanitary, Storm, Subcontractor, Water	10,800,450
Emery Sapp & Sons, Inc.	1520055.	Garrett Road	City of Rogers AR	Rogers, AR	Concrete Paving, Dirt Excavation, Other, Storm, Subcontractor	10,570,090
Emery Sapp & Sons, Inc.	1723119.	ARDOT A40025 Butterfield Coach Madison Co Line	Arkansas Dept of Transportation	Little Rock, AR	Agg Base Rock, Asphalt Milling, Asphalt Paving, Other, Subcontractor	10,483,554
Emery Sapp & Sons, Inc.	1622101.	MODOT Ralls Pike Co Rt 79 & 54	Missouri Highway Commission	Jefferson City, MO	Asphalt Milling, Asphalt Paving, Concrete Patching, Diamond Grinding, Dirt Excavation, Other, Subcontractor	10,084,570
Emery Sapp & Sons, Inc.	1620044.	Rt 36 Caldwell Linn Livingston	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Asphalt Milling, Asphalt Paving, Concrete Paving, Diamond Grinding, Dirt Excavation, Other, Subcontractor	9,801,708
Emery Sapp & Sons, Inc.	1219043.	Miller Co Rte US 54	Missouri Highway Commission	Jefferson City, MO	Bridge, Concrete Paving, Dirt Excavation, Other, Storm, Subcontractor	9,794,053
Emery Sapp & Sons, Inc.	1520020.	MoDOT Route 14 Christian	Missouri Highway Commission	Jefferson City, MO	Concrete Paving, Dirt Excavation, Other, Sealing/Striping, Storm, Subcontractor, Water	9,772,260
Emery Sapp & Sons, Inc.	1521097.	Pauline Whitaker Parkway	City of Rogers AR	Rogers, AR	Agg Base Rock, Bridge, Concrete Paving, Dirt Excavation, Other, Storm, Subcontractor, Water	9,738,024
Emery Sapp & Sons, Inc.	1621040.	Fort Smith Regional Airport	Fort Smith Regional Airport	Fort Smith, AR	Asphalt Milling, Asphalt Paving, Dirt Excavation, Other, Subcontractor	9,446,549
Emery Sapp & Sons, Inc.	1220049.	ARDOT 090472 Benton Co Rt 340	Arkansas Dept of Transportation	Little Rock, AR	Agg Base Rock, Bridge, Concrete Paving, Curb/Gutter, Dirt Excavation, Other, Sidewalk, Storm, Subcontractor	9,309,222
Emery Sapp & Sons, Inc.	1722125.	ARDOT A80011 Combs-Huntsville	ARDOT District #9	Harrison, AR	Agg Base Rock, Asphalt Milling, Asphalt Paving, Other, Subcontractor	9,197,992
Emery Sapp & Sons, Inc.	1422102.	Monticello Road	City of Shawnee KS	Shawnee, KS	Agg Base Rock, Bridge, Dirt Excavation, Other, Sanitary, Storm, Subcontractor, Water	9,194,994
Emery Sapp & Sons, Inc.	1320036.	CRA Runway 2-20 Extension	City of Columbia MO	Columbia, MO	Agg Base Rock, Concrete Paving, Dirt Excavation, Other, Storm, Subcontractor, Water	9,041,824
Emery Sapp & Sons, Inc.	1220047.	ARDOT 040622 Crawford Co Rt 59	Arkansas Dept of Transportation	Little Rock, AR	Agg Base Rock, Bridge, Concrete Paving, Dirt Excavation, Other, Storm, Subcontractor	9,002,470
Emery Sapp & Sons, Inc.	1323151.	David Hoekel Prkwy - Phase 2D	City of Wentzville MO	Wentzville, MO	Agg Base Rock, Concrete Paving, Curb/Gutter, Dirt Excavation, Other, Rock Excavation, Sanitary, Sidewalk, Storm, Subcontractor, Water	8,897,584
Emery Sapp & Sons, Inc.	1525119.	Springfield-Branson Airport Terminal Apron Expansion	City of Springfield MO	Springfield, MO	Agg Base Rock, Cement Treated Base, Concrete Paving, Curb/Gutter, Dirt Excavation, Other, Sanitary, Storm, Subcontractor	8,741,248
Emery Sapp & Sons, Inc.	1623161.	MODOT Adair Macon Randolph Co Rt 3 & C	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Asphalt Milling, Asphalt Paving, Other, Subcontractor	8,724,634
Emery Sapp & Sons, Inc.	1625148.	MODOT Carroll Ray Co Rt 10 & J	Missouri Highway Commission	Jefferson City, MO	Other	8,632,051
Emery Sapp & Sons, Inc.	1722109.	ARDOT A90015 Gravett-Pea Ridge Overlay	Arkansas Dept of Transportation	Little Rock, AR	Asphalt Milling (SY), Asphalt Paving, Asphalt Paving (TON), CTB/Base Rock (SY), Other, Subcontractor	8,630,144
Emery Sapp & Sons, Inc.	1624141.	MODOT Var Routes 240816-B02	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Asphalt Milling, Asphalt Paving, Other, Subcontractor	8,608,763
Emery Sapp & Sons, Inc.	1624142.	MODOT Clay Co I-35	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Asphalt Milling, Asphalt Paving, Concrete Patching, Other, Storm, Subcontractor	8,598,963
Emery Sapp & Sons, Inc.	1624149.	MODOT Marion Ralls Co Rt 36	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Asphalt Milling, Asphalt Paving, Concrete Patching, Diamond Grinding, Other, Subcontractor	8,589,555
Emery Sapp & Sons, Inc.	1521073.	32nd Street Widening	City of Joplin MO	Joplin, MO	Agg Base Rock, Asphalt Milling, Asphalt Paving, Concrete Patching, Concrete Paving, Dirt Excavation, Other, Sanitary, Storm, Subcontractor, Water	8,344,087
Emery Sapp & Sons, Inc.	1624305.	ARDOT AX0006 Madison-Washington Co Hwy 265 - 412B	Arkansas Dept of Transportation	Little Rock, AR	Agg Base Rock, Asphalt Milling, Asphalt Paving, Other, Subcontractor	8,060,095
Emery Sapp & Sons, Inc.	1524141.	20th Street Improvements	City of Joplin MO	Joplin, MO	Agg Base Rock, Concrete Paving, Curb/Gutter, Dirt Excavation, Other, Rock Excavation, Sanitary, Sidewalk, Storm, Subcontractor, Water	8,009,301
Emery Sapp & Sons, Inc.	1625136.	SCDOT Berkely Charleston Jasper Co Var Rts	South Carolina Department of Transpo	Columbia, SC	Concrete Patching, Other, Subcontractor	7,941,165
Emery Sapp & Sons, Inc.	1221042.	MODOT Greene Co I-44	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Asphalt Paving, Concrete Paving, Dirt Excavation, Other, Storm, Subcontractor	7,858,451
Emery Sapp & Sons, Inc.	1622110.	OTA HE Bailey Turnpike I-44	Oklahoma Turnpike Authority	Oklahoma City, OK	Agg Base Rock, Concrete Patching, Diamond Grinding, Other, Subcontractor	7,644,313
Emery Sapp & Sons, Inc.	1624150.	MODOT Audrain Marion Monroe Randolph Var Rts	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Asphalt Milling, Asphalt Paving, Other, Subcontractor	7,604,058
Emery Sapp & Sons, Inc.	1623112.	MODOT Saline Co Rt 65	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Asphalt Milling, Asphalt Paving, Concrete Patching, Other, Subcontractor	7,251,690
Emery Sapp & Sons, Inc.	1623159.	MODOT Johnson Lafayette Co Var Rtes	Missouri Highway Commission	Jefferson City, MO	Asphalt Milling, Asphalt Milling (SY), Asphalt Paving, Asphalt Paving (TON), CTB/Base Rock, CTB/Base Rock (SY), Other, Subcontractor	7,225,224
Emery Sapp & Sons, Inc.	1623108.	KDOT Sedgwick Co I-235	Kansas Dept of Transportation	Topeka, KS	Concrete Patching, Other, Subcontractor	7,186,004
Emery Sapp & Sons, Inc.	1622102.	MODOT Audrain Co Rt 54 J KK	Missouri Highway Commission	Jefferson City, MO	Asphalt Milling, Asphalt Paving, Dirt Excavation, Other, Subcontractor	7,070,390
Emery Sapp & Sons, Inc.	1519031.	The Ridge Public	RW Developments LLC	Springfield, MO	Concrete Paving, Dirt Excavation, Other, Sanitary, Storm, Subcontractor, Water	6,927,819
Emery Sapp & Sons, Inc.	1624105.	OTA Craig Co Will Rogers Turnpike	Oklahoma Turnpike Authority	Oklahoma City, OK	Asphalt Milling, Asphalt Paving, Other, Subcontractor	6,912,386
Emery Sapp & Sons, Inc.	1620012.	Rt 36 & O Shelby/Macon Co B03	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Asphalt Milling, Asphalt Paving, Concrete Patching, Dirt Excavation, Other, Subcontractor	6,779,128

Emery Sapp & Sons, Inc.	1520021.	SGF Taxiway U	City of Springfield MO	Springfield, MO	Concrete Paving, Dirt Excavation, Other, Storm, Subcontractor	6,687,278
Emery Sapp & Sons, Inc.	1624103.	MODOT Marion Shelby Co Rt 36	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock (SY), Asphalt Milling, Asphalt Milling (SY), Asphalt Paving (TON), Concrete Patching, Concrete Patching (SY), Other, Subcontractor	6,664,633
Emery Sapp & Sons, Inc.	1621061.	MODOT Atchison Holt Co I-29	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Asphalt Milling, Asphalt Paving, Concrete Paving, Diamond Grinding, Dirt Excavation, Other, Storm, Subcontractor	6,582,682
Emery Sapp & Sons, Inc.	1623130.	MODOT Ray Co Co Rt 13	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Asphalt Milling, Asphalt Paving, Concrete Patching, Other, Subcontractor	6,571,462
Emery Sapp & Sons, Inc.	1220056.	Jasper Newton Co I49	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Asphalt Paving, Bridge, Concrete Paving, Dirt Excavation, Other, Storm, Subcontractor	6,453,273
Emery Sapp & Sons, Inc.	1623154.	MODOT Macon Monroe Randolph Co Var Rtes	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Asphalt Milling, Asphalt Paving, Other, Subcontractor	6,441,362
Emery Sapp & Sons, Inc.	1621075.	MODOT Rt 55 211119-H02	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Asphalt Milling, Asphalt Paving, Other, Subcontractor	6,326,449
Emery Sapp & Sons, Inc.	1624153.	MODOT Franklin Co Rt O/F/NN	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Asphalt Milling, Asphalt Paving, Other, Subcontractor	6,169,597
Emery Sapp & Sons, Inc.	1625101.	MODOT Warren Montgomery Co I-70	Missouri Highway Commission	Jefferson City, MO	Asphalt Milling, Asphalt Paving, Diamond Grinding, Other, Subcontractor	6,106,302
Emery Sapp & Sons, Inc.	1623163.	MODOT Gentry Harrison Co Rt 136	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Asphalt Milling, Asphalt Paving, Other, Subcontractor	6,097,500
Emery Sapp & Sons, Inc.	1419082.	US-75 Montgomery Co	Kansas Dept of Transportation	Topeka, KS	Agg Base Rock, Bridge, Concrete Paving, Dirt Excavation, Other, Storm, Subcontractor	6,064,107
Emery Sapp & Sons, Inc.	1222109.	MODOT Schuyler Co US 136 & Adair Co Rte 6	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Bridge, Concrete Paving, Dirt Excavation, Other, Storm, Subcontractor	6,029,078
Emery Sapp & Sons, Inc.	1721256.	FW Drake Field Runway & Lighting Rehab	City of Fayetteville AR	Fayetteville, AR	Asphalt Milling, Asphalt Milling (SY), Asphalt Paving, Asphalt Paving (TON), CTB/Base Rock (SY), Dirt Excavation, Excavation (CY), Other, Storm, Subcontractor	5,910,998
Emery Sapp & Sons, Inc.	1623155.	MODOT Caldwell Carroll Clinton Co Var Rtes	Missouri Highway Commission	Jefferson City, MO	Asphalt Milling, Asphalt Paving, CTB/Base Rock, Other, Subcontractor	5,787,103
Emery Sapp & Sons, Inc.	1625107.	IAH George Bush International Rwy 8R-26L Runway Rehab PN1054	Houston Airport System	Houston, TX	Concrete Patching, Diamond Grinding, Other, Sealing/Striping, Subcontractor	5,760,226
Emery Sapp & Sons, Inc.	1621010.	I-29 Platte Co	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Asphalt Milling, Asphalt Paving, Concrete Patching, Other, Subcontractor	5,737,494
Emery Sapp & Sons, Inc.	1624101.	MODOT Buchanan Clinton Co Rt 169 & U	Missouri Highway Commission	Jefferson City, MO	Asphalt Milling, Asphalt Paving, CTB/Base Rock, Other, Subcontractor	5,724,463
Emery Sapp & Sons, Inc.	1320040.	Omar N Bradley Runway 13-31	City of Moberly MO	Moberly, MO	Concrete Paving, Dirt Excavation, Other, Storm, Subcontractor	5,578,952
Emery Sapp & Sons, Inc.	1624109.	MODOT Saline Co I-70	Missouri Highway Commission	Jefferson City, MO	Asphalt Milling, Asphalt Paving, Other, Subcontractor	5,524,643
Emery Sapp & Sons, Inc.	1222107.	Springfield-Branson Airport Txwy N	Springfield-Branson National Airport of	Springfield, MO	Agg Base Rock, Concrete Patching, Concrete Paving, Dirt Excavation, Other, Storm, Subcontractor	5,193,316
Emery Sapp & Sons, Inc.	1525124.	Cassville Airport Runway Reconstruction	City of Cassville MO	Cassville, MO	Agg Base Rock, Concrete Paving, Dirt Excavation, Other, Storm, Subcontractor	5,143,911
Emery Sapp & Sons, Inc.	1623103.	MODOT Lafayette Co I-70	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Asphalt Milling, Asphalt Paving, Other, Subcontractor	5,055,901
Emery Sapp & Sons, Inc.	1621020.	ARDOT Sebastian Co Rt 71	Arkansas Dept of Transportation	Little Rock, AR	Asphalt Milling, Asphalt Paving, Other, Subcontractor	5,016,347
Emery Sapp & Sons, Inc.	1221035.	Lee C Fine Airport-Apron Taxi	City of Osage Beach MO	Osage Beach, MO	Agg Base Rock, Concrete Paving, Dirt Excavation, Other, Storm, Subcontractor	4,997,223
Emery Sapp & Sons, Inc.	1623158.	MODOT Clay Jackson Co Rt 92/N/69/269	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Agg Base Rock (SY), Asphalt Milling, Asphalt Milling (SY), Asphalt Paving, Asphalt Paving (TON), Other, Subcontractor	4,977,276
Emery Sapp & Sons, Inc.	1224116.	Christian Co-Green Bridge Over Finley River	Christian County Commission	Ozark, MO	Agg Base Rock, Asphalt Paving, Bridge, Dirt Excavation, Excavation, Other, Storm, Subcontractor	4,945,161
Emery Sapp & Sons, Inc.	1224124.	MODOT Andrew & Atchison Co I-29 Bridge Rehabs	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Bridge, Concrete Paving, Diamond Grinding, Dirt Excavation, Other, Subcontractor	4,810,578
Emery Sapp & Sons, Inc.	1222106.	Cape Girardeau Airport Taxiway B	City of Cape Girardeau MO	Cape Girardeau, MO	Agg Base Rock, Concrete Patching, Concrete Paving, Dirt Excavation, Other, Storm, Subcontractor	4,729,489
Emery Sapp & Sons, Inc.	1623160.	MODOT Marion Ralls Audrain Co Var Rtes	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock (SY), Asphalt Milling, Asphalt Paving (TON), Other, Subcontractor	4,658,413
Emery Sapp & Sons, Inc.	1625319.	ARDOT A90034 Carroll Co Berryville East Hwy 62	Arkansas Dept of Transportation	Little Rock, AR	Agg Base Rock, Asphalt Milling, Asphalt Paving, Other, Subcontractor	4,655,837
Emery Sapp & Sons, Inc.	1321019.	Discovery Parkway Extension	City of Columbia MO	Columbia, MO	Agg Base Rock, Bridge, Concrete Paving, Dirt Excavation, Other, Storm, Subcontractor, Water	4,648,254
Emery Sapp & Sons, Inc.	1525109.	Historic Branson Streetscape Phase IV	City of Branson MO	Branson, MO	Asphalt Paving, Concrete Patching, Concrete Paving, Curb/Gutter, Dirt Excavation, Other, Sidewalk, Storm, Subcontractor, Water	4,601,820
Emery Sapp & Sons, Inc.	1823111.	Deans Trail Phase 3A	City of Springdale AR	Springdale, AR	Agg Base Rock, Concrete Paving, Dirt Excavation, Other, Sanitary, Sidewalk, Storm, Subcontractor	4,601,271
Emery Sapp & Sons, Inc.	1823114.	Kendrick Avenue Widening	City of Springdale AR	Springdale, AR	Agg Base Rock, Concrete Paving, Curb/Gutter, Dirt Excavation, Other, Sidewalk, Storm, Subcontractor, Water	4,527,850
Emery Sapp & Sons, Inc.	1620017.	Rt 6 & 69 Grundy Daviess Co	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Asphalt Milling, Asphalt Paving, Concrete Patching, Other, Subcontractor	4,408,418
Emery Sapp & Sons, Inc.	1221043.	MODOT A03 Bridge Rehabs - Holt Buchanan Atchison Andrew	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Asphalt Paving, Bridge, Concrete Paving, Diamond Grinding, Dirt Excavation, Other, Storm, Subcontractor	4,346,889
Emery Sapp & Sons, Inc.	1520056.	ARDOT 090384 Pea Ridge	Arkansas Dept of Transportation	Little Rock, AR	Concrete Paving, Dirt Excavation, Other, Storm, Subcontractor, Water	4,334,170
Emery Sapp & Sons, Inc.	1225102.	MODOT Worth Co Rtes 46 & W	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Bridge, Dirt Excavation, Other, Storm, Subcontractor	4,309,994
Emery Sapp & Sons, Inc.	1720194.	ARDOT 090587 MO State Line-Gentry	ARDOT District #9	Harrison, AR	Agg Base Rock, Asphalt Milling, Asphalt Paving, Other, Subcontractor	4,296,245
Emery Sapp & Sons, Inc.	1322114.	MODOT Audrain Co Rt 54 & Hwy 19 RAB	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Concrete Paving, Dirt Excavation, Other, Storm, Subcontractor	4,128,679
Emery Sapp & Sons, Inc.	1223101.	MODOT Platte I-29 & I-35	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Concrete Paving, Dirt Excavation, Other, Sanitary, Subcontractor, Water	4,071,185
Emery Sapp & Sons, Inc.	1624361.	ARDOT A90026 Carroll Co Hwy 62 Missouri State Line	Arkansas Dept of Transportation	Little Rock, AR	Agg Base Rock, Asphalt Milling, Asphalt Paving, Other, Subcontractor	4,061,031
Emery Sapp & Sons, Inc.	1621017.	Rt 65 Pettis Co	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Asphalt Milling, Asphalt Paving, Concrete Patching, Concrete Paving, Other, Subcontractor	4,007,610
Emery Sapp & Sons, Inc.	1625147.	MODOT Putnam Sullivan Co Rt 5	Missouri Highway Commission	Jefferson City, MO	Other	3,970,777
Emery Sapp & Sons, Inc.	1525118.	Ozark Marketplace Public Improvements	Ozark Marketplace CID	Belle, MO	Agg Base Rock, Curb/Gutter, Dirt Excavation, Other, Rock Excavation, Sanitary, Sidewalk, Storm, Subcontractor, Water	3,962,648
Emery Sapp & Sons, Inc.	1721169.	ARDOT A90005 Rt 62 Alpena-Hwy 65	ARDOT District #9	Harrison, AR	Agg Base Rock, Asphalt Milling, Asphalt Paving, Other, Subcontractor	3,951,621
Emery Sapp & Sons, Inc.	1620025.	Rt 62 New Madrid	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Asphalt Milling, Asphalt Paving, Dirt Excavation, Other, Subcontractor	3,854,064
Emery Sapp & Sons, Inc.	1621030.	Kirksville Regional Airport	City of Kirksville MO	Kirksville, MO	Agg Base Rock, Concrete Patching, Dirt Excavation, Other, Subcontractor	3,840,497
Emery Sapp & Sons, Inc.	1620052.	Marion Ralls Co Various Routes	Missouri Highway Commission	Jefferson City, MO	Asphalt Milling, Asphalt Paving, Other, Subcontractor	3,820,059
Emery Sapp & Sons, Inc.	1622117.	MODOT Carroll Co Rt 24	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Asphalt Milling, Asphalt Paving, Other, Subcontractor	3,815,151
Emery Sapp & Sons, Inc.	1320013.	Bowling Green Airport RW 13-31	City of Bowling Green MO	Bowling Green, MO	Concrete Paving, Dirt Excavation, Other, Storm, Subcontractor	3,782,310

Emery Sapp & Sons, Inc.	1520031.	Popular Bluff Airport Runway	City of Poplar Bluff MO	Poplar Bluff, MO	Concrete Paving, Other, Subcontractor	3,765,631
Emery Sapp & Sons, Inc.	1224121.	MODOT Atchison Holt Co Rte F/59/T	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Bridge, CTB/Base Rock, Dirt Excavation, Other, Subcontractor	3,696,432
Emery Sapp & Sons, Inc.	1623118.	MODOT Saline Co Rt 65 - Marshall	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Asphalt Milling, Asphalt Paving, Concrete Patching, Other, Subcontractor	3,667,766
Emery Sapp & Sons, Inc.	1322140.	Perryville Regional Airport	City of Perryville MO	Perryville, MO	Agg Base Rock, Concrete Paving, Dirt Excavation, Other, Storm, Subcontractor	3,622,360
Emery Sapp & Sons, Inc.	1719117.	Hwy 23 ArDOT 040726 Madison Co Line South	ARDOT District #4	Fort Smith, AR	Agg Base Rock, Asphalt Milling, Asphalt Paving, Other, Subcontractor	3,614,380
Emery Sapp & Sons, Inc.	1622113.	Iowa DOT Jasper Co I-80	Iowa Department of Transportation	Ames, IA	Asphalt Paving, Concrete Patching, Diamond Grinding, Other, Subcontractor	3,556,778
Emery Sapp & Sons, Inc.	1221044.	ASG Taxiway B Extension	City of Springdale AR	Springdale, AR	Agg Base Rock, Asphalt Paving, Dirt Excavation, Other, Sanitary, Storm, Subcontractor	3,454,852
Emery Sapp & Sons, Inc.	1721506.	Will Rogers Turnpike WR-MC-137	Oklahoma Turnpike Authority	Oklahoma City, OK	Asphalt Milling, Asphalt Paving, Other, Subcontractor	3,379,680
Emery Sapp & Sons, Inc.	1219042.	KDOT Marion Co Rte 56	Kansas Dept of Transportation	Topeka, KS	Concrete Paving, Dirt Excavation, Other, Subcontractor	3,322,255
Emery Sapp & Sons, Inc.	1723531.	KDOT KA6619-01 US-69 Cherokee Co	Kansas Dept of Transportation	Topeka, KS	Agg Base Rock, Asphalt Milling, Asphalt Paving, Other, Subcontractor	3,309,046
Emery Sapp & Sons, Inc.	1825112.	ROG West Taxilane Const (Phase 1)	City of Rogers AR	Rogers, AR	Agg Base Rock, Dirt Excavation, Other, Sanitary, Storm, Subcontractor, Water	3,258,344
Emery Sapp & Sons, Inc.	1221054.	MODOT Harrison Daviess Putnam Mercer Co Deck Replacements	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Bridge, Concrete Paving, Dirt Excavation, Other, Storm, Subcontractor	3,228,363
Emery Sapp & Sons, Inc.	1720112.	ARDOT 090474 Hwy 412 Berryville Safety Imp	ARDOT District #9	Harrison, AR	Agg Base Rock, Asphalt Milling, Asphalt Paving, Concrete Paving, Dirt Excavation, Other, Subcontractor	3,220,358
Emery Sapp & Sons, Inc.	1621019.	ARDOT Scott Co Rt 71	Arkansas Dept of Transportation	Little Rock, AR	Asphalt Milling, Asphalt Paving, Other, Subcontractor	3,194,343
Emery Sapp & Sons, Inc.	1623169.	KDOT Sedgwick Co Rt 54 - Patching	Kansas Dept of Transportation	Topeka, KS	Concrete Patching, Other	3,156,667
Emery Sapp & Sons, Inc.	1623123.	Fort Scott Airport	City of Fort Scott KS	Fort Scott, KS	Agg Base Rock, Asphalt Milling, Asphalt Paving, Dirt Excavation, Other, Subcontractor	3,098,997
Emery Sapp & Sons, Inc.	1625117.	SDDOT Beadle Hand Co US-14	South Dakota Department of Transport	Pierre, SD	Concrete Patching, Diamond Grinding, Other, Sealing/Striping, Subcontractor	3,098,622
Emery Sapp & Sons, Inc.	1324134.	Cape Girardeau Airport Taxiway Delta	City of Cape Girardeau MO	Cape Girardeau, MO	Agg Base Rock, Concrete Patching, Concrete Paving, Dirt Excavation, Other, Storm, Subcontractor	3,097,305
Emery Sapp & Sons, Inc.	1723559.	MODOT Barry McDonald Co Bus 37 Route76	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Asphalt Milling, Asphalt Paving, Concrete Paving, Curb/Gutter, Dirt Excavation, Other, Subcontractor	3,082,542
Emery Sapp & Sons, Inc.	1324170.	Calvert Drive Stormwater	City of Columbia MO	Columbia, MO	Agg Base Rock, Concrete Paving, Curb/Gutter, Dirt Excavation, Other, Sanitary, Storm, Subcontractor, Water	3,029,428
Emery Sapp & Sons, Inc.	1722555.	KDOT KA6708-01 Cherokee Mill, Overlay, CS	Kansas Dept of Transportation	Topeka, KS	Agg Base Rock, Asphalt Milling, Asphalt Paving, Other, Subcontractor	3,024,284
Emery Sapp & Sons, Inc.	1324144.	Marshall Taxiway Reconstruction	City of Marshall MO	Marshall, MO	Agg Base Rock, Concrete Patching, Concrete Paving, Dirt Excavation, Other, Storm, Subcontractor	3,018,054
Emery Sapp & Sons, Inc.	1622109.	MODOT Wayne Co Rt 34	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Asphalt Milling, Asphalt Paving, Other, Subcontractor	2,961,101
Emery Sapp & Sons, Inc.	1324154.	Moberly Industrial Park Road Ext	City of Moberly MO	Moberly, MO	Agg Base Rock, Concrete Patching, Concrete Paving, Dirt Excavation, Other, Storm, Subcontractor	2,943,737
Emery Sapp & Sons, Inc.	1723558.	MODOT EE,K,W,Y,NN,PP & J	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Asphalt Milling, Asphalt Paving, Subcontractor	2,889,002
Emery Sapp & Sons, Inc.	1522138.	Grove Airport	City of Grove OK	Grove, OK	Concrete Paving, Dirt Excavation, Other, Sanitary, Storm, Subcontractor	2,888,142
Emery Sapp & Sons, Inc.	1625362.	ARDOT A40053 Franklin Co Hwy 64 - Philpot Road	Arkansas Dept of Transportation	Little Rock, AR	Agg Base Rock, Asphalt Milling, Asphalt Paving, Chip/Seal, Other, Storm, Subcontractor	2,865,278
Emery Sapp & Sons, Inc.	1625141.	MODOT Carroll Chariton Co Rt M UU WW	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Asphalt Milling, Asphalt Paving, Other, Subcontractor	2,861,540
Emery Sapp & Sons, Inc.	1625123.	MODOT Clinton Clay Buchanan Co Rt CC/H/J/O	Missouri Highway Commission	Jefferson City, MO	Asphalt Milling, Asphalt Paving, CTB/Base Rock, Other, Subcontractor	2,789,406
Emery Sapp & Sons, Inc.	1625143.	MODOT Lafayette Saline Co Rt 20	Missouri Highway Commission	Jefferson City, MO	Concrete Patching, Other, Subcontractor	2,757,083
Emery Sapp & Sons, Inc.	1221049.	MODOT A02 Chariton Mercer Co Rt 24 M TT & 129	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Asphalt Paving, Bridge, Concrete Paving, Dirt Excavation, Other, Storm, Subcontractor	2,738,376
Emery Sapp & Sons, Inc.	1723143.	ARDOT A40032 Washington Co Hwy 45-Randall Wobbe Ln	Arkansas Dept of Transportation	Little Rock, AR	Asphalt Milling, Asphalt Paving, Other, Subcontractor	2,712,304
Emery Sapp & Sons, Inc.	1323161.	MODOT Randolph Co Rte 3	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Concrete Paving, Dirt Excavation, Other, Storm, Subcontractor	2,670,479
Emery Sapp & Sons, Inc.	1625132.	MODOT Cass Johnson Co Rt 2	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Asphalt Milling, Asphalt Paving, Other, Subcontractor, Water	2,634,120
Emery Sapp & Sons, Inc.	1622146.	MODOT Callaway Co I-70	Missouri Highway Commission	Jefferson City, MO	Concrete Patching, Diamond Grinding, Other, Subcontractor	2,597,493
Emery Sapp & Sons, Inc.	1620022.	Rt B Atchison	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Asphalt Milling, Asphalt Paving, Concrete Patching, Other, Subcontractor	2,596,079
Emery Sapp & Sons, Inc.	1221040.	MODOT Boone Co I-70	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Bridge, Concrete Paving, Dirt Excavation, Other, Subcontractor	2,573,259
Emery Sapp & Sons, Inc.	1624129.	KDOT Cloud Co US-81	Kansas Dept of Transportation	Topeka, KS	Concrete Patching, Diamond Grinding, Other, Subcontractor	2,559,781
Emery Sapp & Sons, Inc.	1223104.	MODOT Monroe Co Rt D/J/Z	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Bridge, Dirt Excavation, Other, Subcontractor	2,508,681
Emery Sapp & Sons, Inc.	1221036.	MODOT Clay Co I435	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Bridge, Concrete Paving, Dirt Excavation, Other, Storm, Subcontractor	2,472,954
Emery Sapp & Sons, Inc.	1625116.	MODOT St Louis Co I-255	Missouri Highway Commission	Jefferson City, MO	Concrete Patching, Concrete Paving, Other, Subcontractor	2,470,702
Emery Sapp & Sons, Inc.	1523110.	Nevada Airport	City of Nevada MO	Nevada, MO	Agg Base Rock, Dirt Excavation, Other, Storm, Subcontractor	2,436,707
Emery Sapp & Sons, Inc.	1620013.	Rt 36 Macon Co B05	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Concrete Patching, Concrete Paving, Diamond Grinding, Other, Subcontractor	2,436,091
Emery Sapp & Sons, Inc.	1222104.	MODOT Nodaway Co Rte 46	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Bridge, Concrete Paving, Dirt Excavation, Other, Storm, Subcontractor	2,410,758
Emery Sapp & Sons, Inc.	1621074.	MODOT Mississippi Co Rt B	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Asphalt Milling, Asphalt Paving, Dirt Excavation, Other, Storm, Subcontractor	2,390,025
Emery Sapp & Sons, Inc.	1622120.	MODOT Macon Co Rt 149 & OO	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Asphalt Milling, Asphalt Paving, Other, Subcontractor	2,369,779
Emery Sapp & Sons, Inc.	1723527.	KDOT KA6620-01 US-400 Cherokee Co	Kansas Dept of Transportation	Topeka, KS	Agg Base Rock, Asphalt Paving, Other, Subcontractor	2,324,796
Emery Sapp & Sons, Inc.	1723125.	ARDOT 040839 Sebastian Co Hwy 96 Impvmts	Arkansas Dept of Transportation	Little Rock, AR	Agg Base Rock, Asphalt Milling, Asphalt Paving, Other, Subcontractor	2,318,488
Emery Sapp & Sons, Inc.	1722540.	KDOT US-59 Labette Co	Kansas Dept of Transportation	Topeka, KS	Asphalt Milling, Asphalt Paving, Other, Subcontractor	2,307,368
Emery Sapp & Sons, Inc.	1223106.	MODOT St Clair Co Rte 82	Missouri Highway Commission	Jefferson City, MO	Bridge, Other, Subcontractor	2,289,717
Emery Sapp & Sons, Inc.	1624359.	ARDOT A40037 Crawford Co I-40 - Hwy 282 Overlay	Arkansas Dept of Transportation	Little Rock, AR	Agg Base Rock, Asphalt Milling, Asphalt Paving, Other, Subcontractor	2,282,569
Emery Sapp & Sons, Inc.	1224104.	MODOT Cass Co Rte 291	Missouri Highway Commission	Jefferson City, MO	Concrete Paving, Dirt Excavation, Other, Storm, Subcontractor	2,267,578
Emery Sapp & Sons, Inc.	1625571.	Pittsburg 2025 Mill, Overlay & Pvmnt Marking	City of Pittsburg KS	Pittsburg, KS	Asphalt Milling, Asphalt Paving, Subcontractor	2,264,606
Emery Sapp & Sons, Inc.	1324133.	CRA Runway 2-20 Rehabilitation	City of Columbia MO	Columbia, MO	Agg Base Rock, Concrete Patching, Concrete Paving, Dirt Excavation, Other, Subcontractor	2,256,109
Emery Sapp & Sons, Inc.	1624328.	City of Bella Vista 2024 ACHM Resurfacing	City of Bella Vista AR	Bella Vista, AR	Asphalt Milling, Asphalt Paving, Other, Subcontractor	2,247,600
Emery Sapp & Sons, Inc.	1723140.	ARDOT A40034 Sebastian Co Hwy 10 - Hwy 22	Arkansas Dept of Transportation	Little Rock, AR	Asphalt Milling, Asphalt Paving, CTB/Base Rock, Other, Subcontractor	2,247,025

Emery Sapp & Sons, Inc.	1622140.	MODOT Dunklin Co Rt 412	Missouri Highway Commission	Jefferson City, MO	Concrete Patching, Diamond Grinding, Other, Subcontractor	2,225,391
Emery Sapp & Sons, Inc.	1721570.	MODOT 211015-G01 D,HH,H Newton McDonald	MO Dept of Transportation	Jefferson City, MO	Agg Base Rock, Asphalt Milling, Asphalt Paving, Other, Subcontractor	2,151,218
Emery Sapp & Sons, Inc.	1421017.	Hickman Mills Drive	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Concrete Paving, Dirt Excavation, Other, Sanitary, Storm, Subcontractor	2,137,709
Emery Sapp & Sons, Inc.	1625153.	MODOT Audrain Co Rt 22	Missouri Highway Commission	Jefferson City, MO	Other	2,116,214
Emery Sapp & Sons, Inc.	1224103.	MODOT Pulaski Co LP44	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Asphalt Milling, Asphalt Paving, Bridge, Concrete Paving, Diamond Grinding, Dirt Excavation, Other, Storm, Subcontractor, idge	2,107,767
Emery Sapp & Sons, Inc.	1222105.	MODOT Jasper/Newton Co Rte I49 & Rte 96	Missouri Highway Commission	Jefferson City, MO	Asphalt Milling, Bridge, Other, Subcontractor	2,104,414
Emery Sapp & Sons, Inc.	1720514.	MODOT 190920-G08 Routes H, M, MM, CC	MO Dept of Transportation	Jefferson City, MO	Agg Base Rock, Asphalt Milling, Asphalt Paving, Concrete Paving, Other, Subcontractor	2,102,011
Emery Sapp & Sons, Inc.	1525117.	Pittsburg Taxiway Reconstruction	City of Pittsburg KS	Pittsburg, KS	Agg Base Rock, Concrete Paving, Dirt Excavation, Other, Storm, Subcontractor	2,056,701
Emery Sapp & Sons, Inc.	1720126.	ARDOT 090526 Hwy 72-Hwy71 Overlay	ARDOT District #9	Harrison, AR	Asphalt Milling, Asphalt Paving, Other, Subcontractor	2,041,294
Emery Sapp & Sons, Inc.	1524114.	MODOT Greene Co Rt 65	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Concrete Paving, Dirt Excavation, Other, Storm, Subcontractor	2,035,553
Emery Sapp & Sons, Inc.	1621015.	Rt BB,TT & A Atchison Co	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Asphalt Milling, Asphalt Paving, Concrete Patching, Dirt Excavation, Other, Storm, Subcontractor	2,022,719
Emery Sapp & Sons, Inc.	1620056.	Rt 50 Pettis Co	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Asphalt Milling, Asphalt Paving, Concrete Paving, Dirt Excavation, Other, Storm, Subcontractor	1,991,242
Emery Sapp & Sons, Inc.	1524141.16	20th Street Improvements ASPH	City of Joplin MO	Joplin, MO	Asphalt Milling, Asphalt Paving	1,969,611
Emery Sapp & Sons, Inc.	1622129.	KDOT Wabaunsee Co I-70	Kansas Dept of Transportation	Topeka, KS	Concrete Patching, Other	1,958,217
Emery Sapp & Sons, Inc.	1323154.	Morley Lift Station & Force Main	City of Moberly MO	Moberly, MO	Concrete Patching, Concrete Paving, Other, Sanitary, Subcontractor	1,940,266
Emery Sapp & Sons, Inc.	1220052.	Holt Co Rte B & Dekalb Co Rt A	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Bridge, Concrete Paving, Dirt Excavation, Other, Subcontractor	1,932,417
Emery Sapp & Sons, Inc.	1224112.	MODOT Marion CO Rte 6	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Bridge, Concrete Patching, Concrete Paving, Dirt Excavation, Other, Subcontractor	1,911,719
Emery Sapp & Sons, Inc.	1324107.	MU Telecom Duct Bank	University of Missouri	Columbia, MO	Agg Base Rock, Concrete Paving, Dirt Excavation, Other, Rock Excavation, Subcontractor, Water	1,900,422
Emery Sapp & Sons, Inc.	1221034.	Cass County Rte 58 & 291	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Bridge, Concrete Paving, Dirt Excavation, Other, Subcontractor	1,868,782
Emery Sapp & Sons, Inc.	1220051.	Gentry Rt 169 & Harrison Rt EE	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Bridge, Dirt Excavation, Other, Subcontractor	1,862,507
Emery Sapp & Sons, Inc.	1621076.	MODOT Adair Macon Randolph Co Rt 63	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Concrete Patching, Diamond Grinding, Other, Subcontractor	1,856,238
Emery Sapp & Sons, Inc.	1625104.	Johnson Co Rt 13 Rehab	Johnson County Commission	Warrensburg, MO	Agg Base Rock, Asphalt Milling, Asphalt Paving, Dirt Excavation, Other, Subcontractor	1,805,895
Emery Sapp & Sons, Inc.	1220044.	Dekalb Andrew County	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Bridge, Dirt Excavation, Other, Storm, Subcontractor	1,802,438
Emery Sapp & Sons, Inc.	1221033.	Barton County Route I-49	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Bridge, Concrete Paving, Dirt Excavation, Other, Storm, Subcontractor	1,782,213
Emery Sapp & Sons, Inc.	1621018.	Scrub Seal Various Counties	Missouri Highway Commission	Jefferson City, MO	Asphalt Paving, Other, Subcontractor	1,737,394
Emery Sapp & Sons, Inc.	1621068.	MODOT Johnson Co Rt E	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Asphalt Milling, Asphalt Paving, Other, Subcontractor	1,737,172
Emery Sapp & Sons, Inc.	1522143.	MODOT Jasper Co Rt 249	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Dirt Excavation, Other, Sanitary, Storm, Subcontractor	1,701,582
Emery Sapp & Sons, Inc.	1625115.	NDDOT Williams Co US-2	North Dakota Department of Transport	Bismark, ND	Concrete Patching, Other, Subcontractor	1,649,455
Emery Sapp & Sons, Inc.	1524132.	Christian Co Gov't Plaza - Roadway & Grading	Christian County Commission	Ozark, MO	Agg Base Rock, Concrete Paving, Curb/Gutter, Dirt Excavation, Dry Utility, Other, Rock Excavation, Sidewalk, Storm, Subcontractor, Water	1,629,627
Emery Sapp & Sons, Inc.	1621011.	Rt B Lewis Co	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Asphalt Milling, Asphalt Paving, Dirt Excavation, Other, Subcontractor	1,608,239
Emery Sapp & Sons, Inc.	1624515.	KDOT US160 KA7125-01	Kansas Dept of Transportation	Topeka, KS	Asphalt Milling, Asphalt Paving, Subcontractor	1,605,391
Emery Sapp & Sons, Inc.	1323102.	Columbia Water DIP Sinclair-Brown Station	City of Columbia MO	Columbia, MO	Concrete Patching, Dirt Excavation, Other, Rock Excavation, Water	1,597,309
Emery Sapp & Sons, Inc.	1322149.	MACC Parking Lot Reconstruction Phase 1	Moberly Area Community College	Moberly, MO	Agg Base Rock, Concrete Paving, Dirt Excavation, Other, Storm, Subcontractor, Water	1,589,936
Emery Sapp & Sons, Inc.	1723517.	ODOT Call 625 SH-25 SSR-221C(06)SR	Oklahoma Department of Transportati	Oklahoma City, OK	Asphalt Milling, Asphalt Paving, Concrete Paving, Other, Subcontractor	1,575,796
Emery Sapp & Sons, Inc.	1221038.	MODOT Audrain Co Rte 54 & J	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Bridge, Concrete Paving, Dirt Excavation, Other, Subcontractor	1,550,151
Emery Sapp & Sons, Inc.	1524124.	E Zora Street & N Duquesne Road	City of Joplin MO	Joplin, MO	Agg Base Rock, Concrete Paving, Curb/Gutter, Dirt Excavation, Other, Sidewalk, Storm, Subcontractor	1,533,933
Emery Sapp & Sons, Inc.	1621070.	MODOT St Charles & St Louis Co Various Rt	Missouri Highway Commission	Jefferson City, MO	Other, Subcontractor	1,500,000
Emery Sapp & Sons, Inc.	1621052.	ODOT Rogers Co SH 266	Oklahoma Department of Transportati	Oklahoma City, OK	Agg Base Rock, Asphalt Milling, Asphalt Paving, Concrete Patching, Diamond Grinding, Other, Subcontractor	1,492,360
Emery Sapp & Sons, Inc.	1719324.	MODOT191115 G05 J7S3404-Vario	MO Dept of Transportation	Jefferson City, MO	Asphalt Milling, Asphalt Paving, Other, Subcontractor	1,489,502
Emery Sapp & Sons, Inc.	1619074.	Cape Girardeau Co Rt 61 H05	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Asphalt Milling, Asphalt Paving, Concrete Patching, Concrete Paving, Dirt Excavation, Other, Sanitary, Storm, Subcontractor	1,477,052
Emery Sapp & Sons, Inc.	1324119.	Sparks Avenue Lift Station	City of Moberly MO	Moberly, MO	Agg Base Rock, Concrete Patching, Dirt Excavation, Other, Sanitary, Subcontractor	1,462,550
Emery Sapp & Sons, Inc.	1625113.	Macon City Streets	City of Macon MO	Macon, MO	Asphalt Milling, Asphalt Paving, Other	1,436,014
Emery Sapp & Sons, Inc.	1321013.	Route K & Sinclair Road RAB	City of Columbia MO	Columbia, MO	Concrete Paving, Dirt Excavation, Other, Sanitary, Storm, Subcontractor, Water	1,426,246
Emery Sapp & Sons, Inc.	1223103.	MODOT Lewis Co Rt P & Rt 16	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Bridge, Dirt Excavation, Other, Subcontractor	1,425,689
Emery Sapp & Sons, Inc.	1620035.	I-70 Wyandotte Co KS	Kansas Dept of Transportation	Topeka, KS	Concrete Patching, Concrete Paving, Diamond Grinding, Other, Subcontractor	1,415,359
Emery Sapp & Sons, Inc.	1623124.	MODOT Saline Co Rt C	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Asphalt Milling, Asphalt Paving, Other, Subcontractor	1,410,912
Emery Sapp & Sons, Inc.	1622105.	MODOT Lafayette Co I-70	Missouri Highway Commission	Jefferson City, MO	Asphalt Milling, Asphalt Paving, Other, Subcontractor	1,402,026
Emery Sapp & Sons, Inc.	1625510.	Newton County Overlays 2025	Newton County Commission	Neosho, MO	Asphalt Paving	1,398,420
Emery Sapp & Sons, Inc.	1320049.	Clark Lane TDD	Clark Lane TDD	Columbia, MO	Concrete Paving, Dirt Excavation, Other, Storm, Subcontractor, Water	1,373,855
Emery Sapp & Sons, Inc.	1620055.	Rt 33 Dekalb Co	Missouri Highway Commission	Jefferson City, MO	Asphalt Milling, Asphalt Paving, Other, Subcontractor	1,273,255
Emery Sapp & Sons, Inc.	1625108.	MODOT Audrain Monroe Co Rt Y	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Asphalt Milling, Asphalt Paving, Other, Subcontractor	1,263,210
Emery Sapp & Sons, Inc.	1523118.17	Kansas Expressway Ph 2 ASPH	Greene County Highway Department	Springfield, MO	Asphalt Milling, Asphalt Paving, Other	1,255,051
Emery Sapp & Sons, Inc.	1524144.	Albany Ave Pedestrian & Stormwater Improvements	City of Bolivar MO	Bolivar, MO	Agg Base Rock, Asphalt Paving, Concrete Paving, Curb/Gutter, Dirt Excavation, Other, Rock Excavation, Sidewalk, Storm, Subcontractor	1,238,182
Emery Sapp & Sons, Inc.	1224106.	MODOT Jasper/Newton Bridge Overlays	Missouri Highway Commission	Jefferson City, MO	Bridge, Dirt Excavation, Other, Subcontractor	1,220,239
Emery Sapp & Sons, Inc.	1221048.	MODOT US 50 Bridge Rehabs 210917-D01	Missouri Highway Commission	Jefferson City, MO	Bridge, Dirt Excavation, Other, Subcontractor	1,213,849
Emery Sapp & Sons, Inc.	1621067.	MODOT Marion Co Rt MM	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Asphalt Milling, Asphalt Paving, Other, Subcontractor	1,211,949

Emery Sapp & Sons, Inc.	1621069.	MODOT Clay Co Rt 169	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Asphalt Milling, Asphalt Paving, Concrete Patching, Dirt Excavation, Other, Subcontractor	1,207,133
Emery Sapp & Sons, Inc.	1621026.	MODOT Lafayette Co Rt V & W	Missouri Highway Commission	Jefferson City, MO	Asphalt Milling, Asphalt Paving, Other, Subcontractor	1,204,610
Emery Sapp & Sons, Inc.	1323175.	Morley Water Main	City of Moberly MO	Moberly, MO	Agg Base Rock, Concrete Paving, Other, Subcontractor, Water	1,174,872
Emery Sapp & Sons, Inc.	1721120.	ARDOT A90006 Hwy 59 - Hwy 549	ARDOT District #9	Harrison, AR	Agg Base Rock, Asphalt Milling, Asphalt Paving, Other	1,160,015
Emery Sapp & Sons, Inc.	1521083.	Republic & JTEC Substation	City Utilities of Springfield	Springfield, MO	Agg Base Rock, Other, Subcontractor, Substation	1,144,278
Emery Sapp & Sons, Inc.	1625142.	MODOT Marion Co Rt 168 & JJ	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Asphalt Milling, Asphalt Paving, Concrete Patching, Diamond Grinding, Other, Subcontractor	1,139,272
Emery Sapp & Sons, Inc.	1721503.	COJ 2021 Mill & Overlay	City of Joplin MO	Joplin, MO	Asphalt Milling, Asphalt Paving, Other	1,130,843
Emery Sapp & Sons, Inc.	1524113.	Kirbyville Elementary School Turn Lane	Kirbyville R-VI School District	Kirbyville, MO	Agg Base Rock, Concrete Paving, Curb/Gutter, Dirt Excavation, Dry Utility, Other, Sidewalk, Storm, Subcontractor	1,125,971
Emery Sapp & Sons, Inc.	1525120.16	E Zora Street Widening Ph2 ASPH	City of Joplin MO	Joplin, MO	Asphalt Paving	1,116,732
Emery Sapp & Sons, Inc.	1621012.	US75 Rt 166 169 Montgomery KS	Kansas Dept of Transportation	Topeka, KS	Concrete Patching, Diamond Grinding, Other, Subcontractor	1,116,007
Emery Sapp & Sons, Inc.	1823104.	Springdale Airport Regional Detention	City of Springdale AR	Springdale, AR	Agg Base Rock, Dirt Excavation, Other, Sanitary, Storm, Subcontractor, Water	1,112,820
Emery Sapp & Sons, Inc.	1521098.	Viney Grove Road Phase 1	City of Prairie Grove AR	Prairie Grove, AR	Agg Base Rock, Concrete Paving, Dirt Excavation, Other, Storm, Subcontractor, Water	1,103,894
Emery Sapp & Sons, Inc.	1622111.	MODOT Various Cos Various Rts	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Concrete Patching, Other, Subcontractor	1,092,464
Emery Sapp & Sons, Inc.	1721572.	MODOT 211119-G07 OR44 Greene Co	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Asphalt Milling, Asphalt Paving, Dirt Excavation, Other, Subcontractor	1,090,362
Emery Sapp & Sons, Inc.	1624333.	ARDOT C04024 Benton Co New Hope Rd Overlay	Arkansas Dept of Transportation	Little Rock, AR	Asphalt Milling, Asphalt Paving, Other, Subcontractor	1,074,928
Emery Sapp & Sons, Inc.	1221039.	MODOT Callaway Co I-70 WB	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Bridge, Dirt Excavation, Other, Subcontractor	1,069,707
Emery Sapp & Sons, Inc.	1320037.	CRA Taxilane C2 Reconstruction	City of Columbia MO	Columbia, MO	Concrete Paving, Dirt Excavation, Other, Storm, Subcontractor	1,061,897
Emery Sapp & Sons, Inc.	1221051.	MODOT Boone Co Sorrels Overpass	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Bridge, Concrete Paving, Dirt Excavation, Other, Subcontractor	1,042,109
Emery Sapp & Sons, Inc.	1624307.	ARDOT C04027 Benton Co Decatur Gentry Gravette Overlays	Arkansas Dept of Transportation	Little Rock, AR	Asphalt Milling, Asphalt Paving, Other, Subcontractor	1,011,285
Emery Sapp & Sons, Inc.	1323118.	MODOT Pike Co Rte 54	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Concrete Paving, Dirt Excavation, Other, Storm, Subcontractor	1,005,207
Emery Sapp & Sons, Inc.	1324143.	Warsaw Municipal Airport Apron Expansion	City of Warsaw MO	Warsaw, MO	Agg Base Rock, Concrete Paving, Dirt Excavation, Other, Storm, Subcontractor	1,001,733
Emery Sapp & Sons, Inc.	1621066.	MODOT Marion Co Rt 24	Missouri Highway Commission	Jefferson City, MO	Concrete Patching, Diamond Grinding, Other, Subcontractor	998,286
Emery Sapp & Sons, Inc.	1622128.	KDOT Riley Co I-70	Kansas Dept of Transportation	Topeka, KS	Concrete Patching, Other	990,986
Emery Sapp & Sons, Inc.	1824108.	ASG Runway Rehab	City of Springdale AR	Springdale, AR	Other, Subcontractor	977,841
Emery Sapp & Sons, Inc.	1522137.	Missouri Drive Street Extension	City of Mt Vernon MO	Mt. Vernon, MO	Agg Base Rock, Concrete Paving, Dirt Excavation, Other, Sanitary, Storm, Subcontractor, Water	946,396
Emery Sapp & Sons, Inc.	1224109.	MODOT Shelby Co Rte K	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Asphalt Paving, Bridge, Dirt Excavation, Other, Subcontractor	943,809
Emery Sapp & Sons, Inc.	1721541.	Grove 2021 Pavement Rehab Plan	City of Grove OK	Grove, OK	Agg Base Rock, Asphalt Milling, Asphalt Paving, Dirt Excavation, Other, Subcontractor, Substation	930,110
Emery Sapp & Sons, Inc.	1425109.	K10 Utility Relocates WC3 Ph1 PW	City of Lawrence KS	Lawrence, KS	Other, Subcontractor, Water	925,979
Emery Sapp & Sons, Inc.	1224117.	Chariton Co-Bridge BRO-R021	Chariton County Commission	Keytesville, MO	Agg Base Rock, Bridge, Dirt Excavation, Other, Subcontractor	910,350
Emery Sapp & Sons, Inc.	1224102.	MODOT Adair Co Rte 63 Approach Slabs	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Bridge, Concrete Paving, Dirt Excavation, Other, Subcontractor	893,727
Emery Sapp & Sons, Inc.	1722541.	Bolivar 2022 Street Resurfacing	City of Bolivar MO	Bolivar, MO	Asphalt Milling, Asphalt Paving, Other	889,338
Emery Sapp & Sons, Inc.	1722545.	Grove 2022 Street Rehab Plan	City of Grove OK	Grove, OK	Agg Base Rock, Asphalt Milling, Asphalt Paving, Dirt Excavation, Other, Subcontractor	869,364
Emery Sapp & Sons, Inc.	1621073.	KDOT Cloud Co Rt 81	Kansas Dept of Transportation	Topeka, KS	Concrete Patching, Other, Subcontractor	854,016
Emery Sapp & Sons, Inc.	1625313.	Centerton Street Overlays 2025	City of Centerton AR	Centerton, AR	Asphalt Milling, Asphalt Paving, Subcontractor	849,545
Emery Sapp & Sons, Inc.	1625517.	ODOT SH-125 Ottawa Co	Oklahoma Department of Transportati	Oklahoma City, OK	Agg Base Rock, Asphalt Milling, Asphalt Paving, Other, Subcontractor	833,661
Emery Sapp & Sons, Inc.	1322113.	MODOT Monroe Co Rt U	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Dirt Excavation, Other, Storm, Subcontractor	821,836
Emery Sapp & Sons, Inc.	1224113.	MODOT Taney Co Rte 76 Bridge Reh	Missouri Highway Commission	Jefferson City, MO	Bridge, Dirt Excavation, Other, Subcontractor	815,985
Emery Sapp & Sons, Inc.	1525111.	Lebanon Airport Taxiway and Apron Reconstruction	City of Lebanon MO	Lebanon, MO	Other	803,904
Emery Sapp & Sons, Inc.	1624518.	Newton County Chip & Seal 2024	Newton County Commission	Neosho, MO	Asphalt Paving	801,496
Emery Sapp & Sons, Inc.	1224101.	MODOT Scotland Co Latex Overlays	Missouri Highway Commission	Jefferson City, MO	Asphalt Paving, Bridge, Concrete Paving, Diamond Grinding, Dirt Excavation, Other, Subcontractor	793,293
Emery Sapp & Sons, Inc.	1220053.	Mercer Rt BB & Putnam Rte Y	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Bridge, Dirt Excavation, Other, Storm, Subcontractor	760,719
Emery Sapp & Sons, Inc.	1224111.	Daviess Co-BRO-R031	Daviess County MO	Gallatin, MO	Agg Base Rock, Bridge, Dirt Excavation, Other, Storm, Subcontractor	758,769
Emery Sapp & Sons, Inc.	1723129.	ARDOT SA0447 Benton Co Benton Rd Hwy 59 Overlay	Arkansas Dept of Transportation	Little Rock, AR	Agg Base Rock, Asphalt Milling, Asphalt Paving, Other, Subcontractor	752,714
Emery Sapp & Sons, Inc.	1625311.	ARDOT SA2456 Franklin Co Leveling & Reseal	Arkansas Dept of Transportation	Little Rock, AR	Asphalt Paving, Chip/Seal, Other, Sealing/Striping, Subcontractor	752,261
Emery Sapp & Sons, Inc.	1722510.	Newton County Chip & Seal 2022	Newton County Commission	Neosho, MO	Agg Base Rock, Asphalt Paving	751,597
Emery Sapp & Sons, Inc.	1625134.	Cooper Co Old Highway 50 Overlay - Phase 1	Cooper County Commission	Boonville, MO	Asphalt Milling, Asphalt Paving, Other, Sealing/Striping, Subcontractor	717,606
Emery Sapp & Sons, Inc.	1722554.	MoDOT 221021-G03 Rte H,P,YY Barry Co	MO Dept of Transportation	Jefferson City, MO	Agg Base Rock, Asphalt Milling, Asphalt Paving, Other, Subcontractor	707,705
Emery Sapp & Sons, Inc.	1224118.	Holt County-BRO-RO44(037) Ironwood Rd	Holt County Commission	Oregon, MO	Agg Base Rock, Bridge, Dirt Excavation, Other, Subcontractor	705,309
Emery Sapp & Sons, Inc.	1721571.	MODOT 211015-G04 ROA Barry Co	MO Dept of Transportation	Jefferson City, MO	Agg Base Rock, Asphalt Milling, Asphalt Paving, Other, Subcontractor	700,030
Emery Sapp & Sons, Inc.	1225101.	MODOT G01 Benton Co Rte 7	Missouri Highway Commission	Jefferson City, MO	Concrete Patching, Concrete Paving, Dirt Excavation, Other, Subcontractor	692,377
Emery Sapp & Sons, Inc.	1224108.	MODOT Platte Co Rte 92 Emergency Repairs	Missouri Highway Commission	Jefferson City, MO	Bridge, Other, Subcontractor	684,792
Emery Sapp & Sons, Inc.	1324171.	7 Bridges Road CSO Basin Improvements	City of Moberly MO	Moberly, MO	Dirt Excavation, Other, Subcontractor	679,128
Emery Sapp & Sons, Inc.	1621028.	KDOT Dickinson Co I-70	Kansas Dept of Transportation	Topeka, KS	Concrete Patching, Other, Subcontractor	663,319
Emery Sapp & Sons, Inc.	1621078.	MODOT Platte Co Rt 45	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Asphalt Milling, Asphalt Paving, Dirt Excavation, Other, Subcontractor	651,623
Emery Sapp & Sons, Inc.	1625353.	Franklin County 2025 Overlays	Franklin County, Arkansas	Ozark, AR	Asphalt Paving, Other	651,541
Emery Sapp & Sons, Inc.	1722115.	ARDOT C04018 Pea Ridge Overlays	Arkansas Dept of Transportation	Little Rock, AR	Agg Base Rock, Asphalt Milling, Asphalt Paving, Other, Subcontractor	646,572
Emery Sapp & Sons, Inc.	1321018.	Lenoir Street Improvements	City of Columbia MO	Columbia, MO	Agg Base Rock, Concrete Paving, Dirt Excavation, Other, Sanitary, Storm, Subcontractor, Water	623,010
Emery Sapp & Sons, Inc.	1525122.	Blackman Battery Storage	City Utilities of Springfield	Springfield, MO	Agg Base Rock, Concrete Paving, Dirt Excavation, Dry Utility, Other, Storm, Subcontractor	622,500
Emery Sapp & Sons, Inc.	1723532.	Dade County Overlays 2023	Dade County Commission	Greenfield, MO	Asphalt Paving, Other	621,103

Emery Sapp & Sons, Inc.	1625110.	MODOT Johnson Co Rt YY	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Asphalt Milling, Asphalt Paving, Other, Subcontractor	620,128
Emery Sapp & Sons, Inc.	1525121.	Webb City Phase 3 Sidewalk Improvements	City of Webb City MO	Webb City, MO	Agg Base Rock, Concrete Paving, Dirt Excavation, Other, Sidewalk, Subcontractor	598,798
Emery Sapp & Sons, Inc.	1624323.	ARDOT C17011 Crawford Co Cedarville Lucian Wood Rd Surf	Arkansas Dept of Transportation	Little Rock, AR	Agg Base Rock, Asphalt Paving, Other, Subcontractor	590,020
Emery Sapp & Sons, Inc.	1625301.	ARDOT SA0859 Carroll Co Hwy 23-CR 47 Overlay	Arkansas Dept of Transportation	Little Rock, AR	Asphalt Milling, Asphalt Paving, Other, Subcontractor	587,189
Emery Sapp & Sons, Inc.	1721132.	Newton County Chip & Seal 2021	Newton County Commission	Neosho, MO	Other	584,909
Emery Sapp & Sons, Inc.	1525105.	Cliff Drive Culvert Improvements	City of Branson MO	Branson, MO	Agg Base Rock, Curb/Gutter, Dirt Excavation, Dry Utility, Other, Rock Excavation, Sidewalk, Storm, Subcontractor, Water	579,459
Emery Sapp & Sons, Inc.	1524121.	Chadwick Flyer Trail Phase 2	City of Ozark MO	Ozark, MO	Agg Base Rock, Concrete Paving, Curb/Gutter, Dirt Excavation, Other, Sidewalk, Storm, Subcontractor	551,000
Emery Sapp & Sons, Inc.	1624346.	Adair Co Rd 4748 Overlay	Adair County District 3	Stilwell, OK	Asphalt Paving	550,434
Emery Sapp & Sons, Inc.	1624549.	Northern Stone County Chip & Seal 2024	Stone County Commission	Galena, MO	Asphalt Paving	549,489
Emery Sapp & Sons, Inc.	1625525.	City of Neosho mill & overlay	City of Neosho MO	Neosho, MO	Asphalt Paving	547,604
Emery Sapp & Sons, Inc.	1625304.	ARDOT C65016 Sebastian Co Greenwood & Hackett Overlays	Arkansas Dept of Transportation	Little Rock, AR	Agg Base Rock, Asphalt Milling, Asphalt Paving, Other, Subcontractor	542,986
Emery Sapp & Sons, Inc.	1624122.	City of Hamilton 2024 Street Improvements	City of Hamilton MO	Hamilton, MO	Agg Base Rock, Asphalt Milling, Asphalt Paving, Concrete Patching, Dirt Excavation, Other, Subcontractor	542,352
Emery Sapp & Sons, Inc.	1521072.	MODOT Taney Co Rte 65	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Concrete Paving, Dirt Excavation, Other, Storm, Subcontractor	526,917
Emery Sapp & Sons, Inc.	1721241.	ARDOT SA4439 Madison County	ARDOT District #9	Harrison, AR	Asphalt Milling, Asphalt Paving, Other	526,823
Emery Sapp & Sons, Inc.	1223107.	MODOT Greene Co Rte 60	Missouri Highway Commission	Jefferson City, MO	Bridge, Concrete Paving, Dirt Excavation, Other, Subcontractor	526,021
Emery Sapp & Sons, Inc.	1625533.	McDonald County Schools	McDonald County R-1 School District	Anderson, MO	Asphalt Paving	502,691
Emery Sapp & Sons, Inc.	1625302.	ARDOT SA72A2 Washington Co Goshen CL-Sonora Rd Overlay	Arkansas Dept of Transportation	Little Rock, AR	Agg Base Rock, Asphalt Milling, Asphalt Paving, Other, Subcontractor	501,176
Emery Sapp & Sons, Inc.	1723117.	ARDOT C04019 Benton Co Little Flock Drive Overlay	ARDOT District #9	Harrison, AR	Agg Base Rock, Asphalt Milling, Asphalt Paving, Other, Subcontractor	500,598
Emery Sapp & Sons, Inc.	1524143.	North Dogwood/Old Orchard Stormwater Improvements	City of Strafford MO	Strafford, MO	Agg Base Rock, Asphalt Paving, Concrete Paving, Dirt Excavation, Other, Sanitary, Storm, Subcontractor	488,483
Emery Sapp & Sons, Inc.	1625522.	Neosho SRD Chip & Seal 2025	Neosho Special Road District	Neosho, MO	Asphalt Paving	484,301
Emery Sapp & Sons, Inc.	1524113.16	Kirbyville Elementary School Turn Lane ASPHALT	Kirbyville R-VI School District	Kirbyville, MO	Asphalt Milling, Asphalt Paving	480,968
Emery Sapp & Sons, Inc.	1322142.	Fox Hollow Paving - Public	City of Boonville MO	Boonville, MO	Agg Base Rock, Concrete Paving, Dirt Excavation, Other, Water	480,027
Emery Sapp & Sons, Inc.	1722116.	ARDOT SA4440 CO RD 5 Surfacing (Madison Co)	Arkansas Dept of Transportation	Little Rock, AR	Asphalt Paving, Other, Subcontractor	478,241
Emery Sapp & Sons, Inc.	1625312.	Benton County Chip & Seal 2025	Benton County Road Department	Bentonville, AR	Asphalt Paving	478,180
Emery Sapp & Sons, Inc.	1620033.	Rt 155 157 On Call	Missouri Highway Commission	Jefferson City, MO	Asphalt Paving	470,574
Emery Sapp & Sons, Inc.	1624543.	Kimberling City 2024 Street Resurfacing	City of Kimberling City MO	Kimberling City, MO	Asphalt Paving, Subcontractor	466,213
Emery Sapp & Sons, Inc.	1722520.	City of Wheatland Overlays 2022	City of Wheatland MO	Wheatland, MO	Asphalt Milling, Asphalt Paving, Other	454,239
Emery Sapp & Sons, Inc.	1224110.	Livingston Co- BRO-R031	Livingston County MO	Chillicothe, MO	Agg Base Rock, Bridge, Dirt Excavation, Other, Subcontractor	452,775
Emery Sapp & Sons, Inc.	1624519.	Neosho SRD Chip & Seal 2024	Neosho Special Road District	Neosho, MO	Asphalt Paving	450,584
Emery Sapp & Sons, Inc.	1624343.	City of Rogers New Hope Road Overlay	City of Rogers AR	Rogers, AR	Asphalt Milling, Asphalt Paving, Other, Storm, Subcontractor	449,069
Emery Sapp & Sons, Inc.	1722536.	Southern Stone County Overlays	Stone County Commission	Galena, MO	Asphalt Paving	444,854
Emery Sapp & Sons, Inc.	1320022.	Rock Bridge Center TDD	TKG Rock Bridge Center LLC	Columbia, MO	Concrete Paving, Dirt Excavation, Other, Sanitary, Storm, Subcontractor, Water	444,325
Emery Sapp & Sons, Inc.	1723526.	Douglas County - Co Rd 201 Asphalt Overlay	Douglas County MO	Ava, MO	Asphalt Paving, Other	441,523
Emery Sapp & Sons, Inc.	1623170.	KDOT Sedgwick Co Rt 54 - Marking	Kansas Dept of Transportation	Topeka, KS	Other, Subcontractor	440,529
Emery Sapp & Sons, Inc.	1520033.	West Meadows Trail	City of Springfield MO	Springfield, MO	Concrete Paving, Dirt Excavation, Other, Storm, Subcontractor	439,752
Emery Sapp & Sons, Inc.	1624568.	Rockaway Beach Roadway Improvements	City of Rockaway Beach MO	Rockaway Beach, MO	Agg Base Rock, Asphalt Milling, Asphalt Paving, Concrete Paving, Storm, Subcontractor	426,298
Emery Sapp & Sons, Inc.	1324136.	Bolli Road Waste Water Improvements	Boone County Regional Sewer Dist	Columbia, MO	Dirt Excavation, Other, Sanitary, Subcontractor	425,247
Emery Sapp & Sons, Inc.	1625547.	City of Hollister Road Rehabilitation	City of Hollister MO	Hollister, MO	Agg Base Rock, Asphalt Milling, Asphalt Paving	420,811
Emery Sapp & Sons, Inc.	1722108.	ARDOT SA0446 Co Rds 64 and 68 Reseal	Arkansas Dept of Transportation	Little Rock, AR	Agg Base Rock, Asphalt Paving, Other	416,133
Emery Sapp & Sons, Inc.	1721216.	Carroll County Overlay & Chip	Carroll County Commission	Berryville, AR	Other	415,966
Emery Sapp & Sons, Inc.	1623125.	Atlanta City Streets	City of Atlanta MO	Atlanta, MO	Asphalt Milling, Asphalt Paving, Concrete Patching, Other	415,818
Emery Sapp & Sons, Inc.	1522145.	Neosho Airport	City of Neosho MO	Neosho, MO	Agg Base Rock, Concrete Paving, Dirt Excavation, Other, Storm, Subcontractor	403,005
Emery Sapp & Sons, Inc.	1722528.	Nixa Asphalt Milling & Overlay	City of Nixa MO	Nixa, MO	Asphalt Milling, Asphalt Paving, Other	401,955
Emery Sapp & Sons, Inc.	1523121.	COJ East Town Sidewalks	City of Joplin MO	Joplin, MO	Concrete Paving, Dirt Excavation, Other, Subcontractor	396,554
Emery Sapp & Sons, Inc.	1625524.	Flat Creek SRD Chip & Seal 2025	Flat Creek Special Road District	Cassville, MO	Asphalt Paving, Other	393,568
Emery Sapp & Sons, Inc.	1321014.	Philips Lake Park Pavilion	City of Columbia MO	Columbia, MO	Concrete Paving, Dirt Excavation, Sanitary, Storm, Water	385,745
Emery Sapp & Sons, Inc.	1322143.	CRA Terminal - South Parking Lot Paving	City of Columbia MO	Columbia, MO	Agg Base Rock, Concrete Paving, Dirt Excavation, Other, Subcontractor	384,284
Emery Sapp & Sons, Inc.	1722535.	Saddlebrooke Village 2022 Overlays	Village of Saddlebrooke MO	Saddlebrooke, MO	Asphalt Paving, Other	384,177
Emery Sapp & Sons, Inc.	1525118.16	Ozark Marketplace ASPHALT	Ozark Marketplace CID	Belle, MO	Asphalt Paving	378,643
Emery Sapp & Sons, Inc.	1624548.	Flat Creek SRD Chip & Seal 2024	Flat Creek Special Road District	Cassville, MO	Asphalt Paving, Other	378,303
Emery Sapp & Sons, Inc.	1524103.	John Thomas Drive	Nixa Public Schools	Nix, MO	Agg Base Rock, Concrete Paving, Curb/Gutter, Dirt Excavation, Other, Storm, Subcontractor, Water	375,247
Emery Sapp & Sons, Inc.	1624575.	KDOT KA7383-01 US-166 Cherokee Co	Kansas Dept of Transportation	Topeka, KS	Agg Base Rock, Asphalt Milling, Asphalt Paving, Other, Subcontractor	367,583
Emery Sapp & Sons, Inc.	1224107.	Jasper County Bridge Repairs 2024	Jasper County MO	Carthage, MO	Agg Base Rock, Bridge, Concrete Paving, Dirt Excavation, Other, Subcontractor	342,083
Emery Sapp & Sons, Inc.	1625359.	The Reserve on Dixieland	Royal Ridge Construction Co	Fort Smith, AR	Asphalt Paving, Other	342,048
Emery Sapp & Sons, Inc.	1722107.	ARDOT C72012 Tontitown Pianalto Rd Overlay	Arkansas Dept of Transportation	Little Rock, AR	Asphalt Paving, Other, Subcontractor	341,545
Emery Sapp & Sons, Inc.	1625300.	ARDOT C17013 Crawford Co Alma Overlay	Arkansas Dept of Transportation	Little Rock, AR	Asphalt Milling, Asphalt Paving, Other, Sanitary, Subcontractor	337,257
Emery Sapp & Sons, Inc.	1223108.	MODOT Phelps Co I-44	Missouri Highway Commission	Jefferson City, MO	Bridge, Dirt Excavation, Other, Storm, Subcontractor	309,984
Emery Sapp & Sons, Inc.	1624590.	Indian Point Street Improvements	Village of Indian Point	Branson, MO	Asphalt Paving, Chip/Seal, Subcontractor	309,933
Emery Sapp & Sons, Inc.	1525104.	Celtic Drive Culvert Improvements	City of Branson MO	Branson, MO	Concrete Paving, Curb/Gutter, Dirt Excavation, Other, Storm, Subcontractor	309,424

Emery Sapp & Sons, Inc.	1625575.	Cassville City Streets 2025	City of Cassville MO	Cassville, MO	Asphalt Paving, Other	308,545
Emery Sapp & Sons, Inc.	1323109.	MODOT Johnson Co Rte 23	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Concrete Paving, Dirt Excavation, Other, Storm, Subcontractor	305,160
Emery Sapp & Sons, Inc.	1721164.	City of Cassville 2021 Streets	City of Cassville MO	Cassville, MO	Agg Base Rock, Asphalt Milling, Asphalt Paving, Other	304,480
Emery Sapp & Sons, Inc.	1625120.	Hannibal School District	Hannibal School District #60	Hannibal, MO	Asphalt Paving, Other	300,875
Emery Sapp & Sons, Inc.	1621023.	Sedalia M&O 3rd & 16th Streets	City of Sedalia MO	Sedalia, MO	Asphalt Milling, Asphalt Paving	300,447
Emery Sapp & Sons, Inc.	1723116.	ARDOT C08009 Eureka Springs Overlays	ARDOT District #9	Harrison, AR	Asphalt Milling, Asphalt Paving, Other, Subcontractor	291,058
Emery Sapp & Sons, Inc.	1624310.	State Line Road Adair County	Adair County District 3	Stilwell, OK	Asphalt Paving	288,923
Emery Sapp & Sons, Inc.	1723121.	ARDOT C65015 Sebastian Co Mansfield Overlay	Arkansas Dept of Transportation	Little Rock, AR	Asphalt Paving, Other, Subcontractor	288,923
Emery Sapp & Sons, Inc.	1624576.	Red Oak Benefit SRD Chip & Seal 2024	Red Oak Benefit Special Road District	LaRussell, MO	Asphalt Paving, Other	279,946
Emery Sapp & Sons, Inc.	1623117.	Carrollton City Streets	City of Carrollton MO	Carrollton, MO	Asphalt Paving, Other	279,402
Emery Sapp & Sons, Inc.	1722112.	City of Eureka Springs Street Overlays	City of Eureka Springs AR	Eureka Springs, AR	Asphalt Paving, Other	278,664
Emery Sapp & Sons, Inc.	1325135.	Stadium Shoppes SW Driveway	Shoppes at Stadium TDD	Columbia, MO	Concrete Patching, Concrete Paving, Curb/Gutter, Dirt Excavation, Other, Sidewalk, Storm, Subcontractor	276,248
Emery Sapp & Sons, Inc.	1624308.	ARDOT C24004 Franklin Co Branch Overlays	Arkansas Dept of Transportation	Little Rock, AR	Agg Base Rock, Asphalt Paving, Other, Subcontractor	275,519
Emery Sapp & Sons, Inc.	1625532.	Hannah's Family Farms	Sandy Welshinger	Ozark, MO	Agg Base Rock, Asphalt Paving, Other	270,992
Emery Sapp & Sons, Inc.	1625578.	Red Oak Benefit SRD Chip & Seal 2025	Red Oak Benefit Special Road District	LaRussell, MO	Asphalt Paving, Excavation, Other	267,281
Emery Sapp & Sons, Inc.	1722544.	Buffalo City Streets 2022	City of Buffalo MO	Buffalo, MO	Asphalt Milling, Asphalt Paving, Other	255,005
Emery Sapp & Sons, Inc.	1625133.	Monroe City Street Overlay	City of Monroe City MO	Monroe City, MO	Asphalt Milling, Asphalt Paving, Other	248,891
Emery Sapp & Sons, Inc.	1624317.	ARDOT C44007 Madison Co St Paul Surfacing	Arkansas Dept of Transportation	Little Rock, AR	Agg Base Rock, Asphalt Paving, Other, Subcontractor	247,917
Emery Sapp & Sons, Inc.	1524126.	Branson HS Tennis Court Addition	Branson R-IV School District	Branson, MO	Dirt Excavation, Other, Subcontractor	245,729
Emery Sapp & Sons, Inc.	1624133.	City of Palmyra Overlays 2024	City of Palmyra MO	Palmyra, MO	Asphalt Milling, Asphalt Paving, Other	245,309
Emery Sapp & Sons, Inc.	1722524.	Flat Creek SRD 2022 Chip Seal	Flat Creek Special Road District	Cassville, MO	Asphalt Paving, Other	242,863
Emery Sapp & Sons, Inc.	1620053.	Rt 36 Marion Shelby Co	Missouri Highway Commission	Jefferson City, MO	Concrete Paving, Diamond Grinding, Other, Subcontractor	241,517
Emery Sapp & Sons, Inc.	1621053.	Sedalia M&O Grand Ave	City of Sedalia MO	Sedalia, MO	Agg Base Rock, Asphalt Milling, Asphalt Paving, Other	239,226
Emery Sapp & Sons, Inc.	1721151.	Flat Creek Special 2021	Flat Creek Special Road District	Cassville, MO	Other	238,334
Emery Sapp & Sons, Inc.	1624570.	City of Columbus Overlays	City of Columbus KS	Columbus, KS	Asphalt Paving, Subcontractor	237,584
Emery Sapp & Sons, Inc.	1722530.	Loma Linda Improvements 2022	Town of Loma Linda MO	Loma Linda, MO	Agg Base Rock, Asphalt Milling, Asphalt Paving, Concrete Paving, Dirt Excavation, Other	236,930
Emery Sapp & Sons, Inc.	1625520.	City of Nixa Mill & Overlay 2025	City of Nixa MO	Nixa, MO	Asphalt Milling, Asphalt Paving	235,229
Emery Sapp & Sons, Inc.	1722516.	Roaring River SRD 2022 Overlays	Roaring River Special Road District	Eagle Rock, MO	Asphalt Paving, Other	230,660
Emery Sapp & Sons, Inc.	1624324.	ARDOT C04022 Benton Co Sulphur Springs Overlay & Surfacing	Arkansas Dept of Transportation	Little Rock, AR	Agg Base Rock, Asphalt Paving, Other, Subcontractor	228,175
Emery Sapp & Sons, Inc.	1625568.	Maple Street Mill & Overlay	City of Independence KS	Independence, KS	Asphalt Milling, Asphalt Paving	227,647
Emery Sapp & Sons, Inc.	1524132.16	Christian Co Gov't Plaza ASPHALT	Christian County Commission	Ozark, MO	Asphalt Paving	226,480
Emery Sapp & Sons, Inc.	1624306.	ARDOT C08011 Carroll Co Berryville Overlay	Arkansas Dept of Transportation	Little Rock, AR	Asphalt Milling, Asphalt Paving, Other, Subcontractor	223,229
Emery Sapp & Sons, Inc.	1624573.	City of Nixa Mill & Overlay	City of Nixa MO	Nixa, MO	Asphalt Milling, Asphalt Paving	222,320
Emery Sapp & Sons, Inc.	1722518.	Monett SRD 2022 Chip Seal	Monett Special Road District	Monett, MO	Asphalt Paving, Other, Subcontractor	216,920
Emery Sapp & Sons, Inc.	1524107.	City Utilities Hourly	City Utilities of Springfield	Springfield, MO	Dirt Excavation, Other	216,521
Emery Sapp & Sons, Inc.	1624514.	KDOT US160 KA 7124-01 Labette Co	Kansas Dept of Transportation	Topeka, KS	Asphalt Milling, Asphalt Paving, Subcontractor	214,531
Emery Sapp & Sons, Inc.	1621055.	Palmyra M&A Various Streets	City of Palmyra MO	Palmyra, MO	Asphalt Milling, Asphalt Paving, Other	210,084
Emery Sapp & Sons, Inc.	1625146.	MODOT Audrain Co Rt NN	Missouri Highway Commission	Jefferson City, MO	Other	208,267
Emery Sapp & Sons, Inc.	1625529.	McDonald Co Chip & Seal 2025	McDonald County Commission	Pineville, MO	Chip/Seal, Other	206,543
Emery Sapp & Sons, Inc.	1625549.	Duenweg Education Center	Joplin School District	Joplin, MO	Agg Base Rock, Asphalt Paving, Dirt Excavation, Other, Subcontractor	206,478
Emery Sapp & Sons, Inc.	1323148.	MO-11 & Park Circle Drive Turn Lane	JDMO Bundle LLC	Kansas City, MO	Agg Base Rock, Concrete Paving, Dirt Excavation, Other, Subcontractor	206,138
Emery Sapp & Sons, Inc.	1721546.	Carterville Street Imp 2021	City of Carterville MO	Carterville, MO	Asphalt Milling, Asphalt Paving, Other, Subcontractor	202,740
Emery Sapp & Sons, Inc.	1623120.	Perry City Streets	City of Perry MO	Perry, MO	Asphalt Paving, Other	202,328
Emery Sapp & Sons, Inc.	1323112.	CPWSD#1 Laydown Yard & Parking Lot	Consolidated Public Water District #1	Columbia, MO	Agg Base Rock, Concrete Patching, Dirt Excavation, Other, Storm, Subcontractor	201,483
Emery Sapp & Sons, Inc.	1723548.	Hollister 2023 Road Rehabilitation	City of Hollister MO	Hollister, MO	Agg Base Rock, Asphalt Milling, Asphalt Paving, Other	200,802
Emery Sapp & Sons, Inc.	1624562.	City of Nevada Chip and Seal 2024	City of Nevada MO	Nevada, MO	Asphalt Paving, Other	198,003
Emery Sapp & Sons, Inc.	1624574.	Bolivar 2024 Street Resurfacing	City of Bolivar MO	Bolivar, MO	Asphalt Paving	197,304
Emery Sapp & Sons, Inc.	1623149.	Brookfield City Streets	City of Brookfield MO	Brookfield, MO	Asphalt Milling, Asphalt Paving, Other	192,560
Emery Sapp & Sons, Inc.	1623137.	Palmyra City Streets	City of Palmyra MO	Palmyra, MO	Asphalt Milling, Asphalt Paving, Other	190,339
Emery Sapp & Sons, Inc.	1625337.	Bentonville 2025 Overlays	City of Bentonville AR	Bentonville, AR	Asphalt Milling, Asphalt Paving, Other, Subcontractor	189,908
Emery Sapp & Sons, Inc.	1624598.	Lamar - Asphaltic Concrete Paving Overlay	City of Lamar MO	Lamar, MO	Asphalt Milling, Asphalt Paving	187,750
Emery Sapp & Sons, Inc.	1622135.	Palmyra Streets	City of Palmyra MO	Palmyra, MO	Asphalt Milling, Asphalt Paving, Other	187,437
Emery Sapp & Sons, Inc.	1224122.	Flat Branch Park Pedestrian Bridge	City of Columbia MO	Columbia, MO	Bridge, Other	187,000
Emery Sapp & Sons, Inc.	1323106.	Mars Street Extension	City of Mexico MO	Mexico, MO	Agg Base Rock, Concrete Paving, Dirt Excavation, Other, Storm, Subcontractor	186,779
Emery Sapp & Sons, Inc.	1324122.	Moberly Digester Liner	City of Moberly MO	Moberly, MO	Dirt Excavation, Other, Subcontractor	186,050
Emery Sapp & Sons, Inc.	1323140.	South Providence Sewer Relocation	City of Columbia MO	Columbia, MO	Concrete Patching, Concrete Paving, Dirt Excavation, Other, Sanitary, Subcontractor	185,926
Emery Sapp & Sons, Inc.	1625127.	City of Canton - Street Rehabilitation Project 2025	City of Canton MO	Canton, MO	Asphalt Paving, Other	185,251
Emery Sapp & Sons, Inc.	1622138.	LaGrange City Streets	City of LaGrange MO	LaGrange, MO	Asphalt Paving, Other	183,199
Emery Sapp & Sons, Inc.	1720522.	MODOT J0I3006N Rt I-44 OK-360	MO Dept of Transportation	Jefferson City, MO	Other	183,090
Emery Sapp & Sons, Inc.	1625338.	Madison County 8460 Paving	Madison County Government	Huntsville, AR	Asphalt Paving	179,543
Emery Sapp & Sons, Inc.	1722798.	Shell Knob SRD 2022 Overlays	Shell Knob Special Road District	Shell Knob, MO	Agg Base Rock, Asphalt Paving, Dirt Excavation	178,311
Emery Sapp & Sons, Inc.	1524118.	Route 125 Sidewalk Improvements	City of Fair Grove MO	Fair Grove, MO	Agg Base Rock, Concrete Paving, Curb/Gutter, Dirt Excavation, Other, Sidewalk, Storm, Subcontractor	177,895
Emery Sapp & Sons, Inc.	1625516.	Stone County Paving & Chip Seal 2025	Stone County Commission	Galena, MO	Asphalt Paving	176,813
Emery Sapp & Sons, Inc.	1624329.	Prairie Grove Overlays 2024	City of Prairie Grove AR	Prairie Grove, AR	Asphalt Paving	176,725

Emery Sapp & Sons, Inc.	1325106.	MU Hill Hall Sanitary Reroute	University of Missouri	Columbia, MO	Concrete Paving, Dirt Excavation, Other, Sanitary, Sidewalk	176,369
Emery Sapp & Sons, Inc.	1623143.	Bates City Street Overlays	City of Bates City MO	Bates City, MO	Asphalt Milling, Asphalt Paving, Other	169,340
Emery Sapp & Sons, Inc.	1323138.	Whetstone Creek Dam Spillway Structure	Missouri Department of Conservation	Springfield, MO	Concrete Paving, Dirt Excavation, Other, Storm, Subcontractor	168,307
Emery Sapp & Sons, Inc.	1721321.	Southern Stone County 2021 Overlays	Stone County Commission	Galena, MO	Asphalt Paving	168,179
Emery Sapp & Sons, Inc.	1624582.	Fairview SRD Chip & Seal 2024	Fairview Special Road District	Fairview, MO	Asphalt Paving, Other	167,421
Emery Sapp & Sons, Inc.	1720192.	Butterfield Special 2020 Chip Seal	Butterfield Special Road	Purdy, MO	Asphalt Paving, Other	164,162
Emery Sapp & Sons, Inc.	1623121.	Truman State Parking Lot Replacement	Truman State University	Kirksville, MO	Asphalt Paving, Other	163,440
Emery Sapp & Sons, Inc.	1623141.	LaGrange City Streets	City of LaGrange MO	LaGrange, MO	Asphalt Paving, Other	163,250
Emery Sapp & Sons, Inc.	1625519.	Butterfield SRD Chip & Seal 2025	Butterfield Special Road	Purdy, MO	Asphalt Paving, Other	161,456
Emery Sapp & Sons, Inc.	1721142.	Exeter Special 2021 Chip & Seal	Exeter Special Road District	Exeter, MO	Other	160,380
Emery Sapp & Sons, Inc.	1625582.	Midway SRD Overlays 2025	Midway Special Road C/O Mark Knight	Stark City, MO	Asphalt Paving	158,375
Emery Sapp & Sons, Inc.	1325121.	MU Summer Paving 2025	University of Missouri	Columbia, MO	Concrete Paving, Curb/Gutter, Dirt Excavation, Other, Subcontractor	157,963
Emery Sapp & Sons, Inc.	1722537.	Stella SRD 2022 Chip Seal	Stella Special Road District	Stella, MO	Asphalt Paving, Dirt Excavation, Other	157,885
Emery Sapp & Sons, Inc.	1722527.	Billings SRD 2022 Chip Seal	Billings Special Road District	Billings, MO	Asphalt Paving	156,016
Emery Sapp & Sons, Inc.	1520019.	Jaguar Road	City of Joplin MO	Joplin, MO	Concrete Paving, Dirt Excavation, Other, Storm	155,532
Emery Sapp & Sons, Inc.	1721119.	Verona Spl Chip & Seal	Verona Benefit Special Road District	Verona, MO	Other	154,596
Emery Sapp & Sons, Inc.	1624561.	Liberal City Streets	City of Liberal MO	Liberal, MO	Asphalt Paving	154,000
Emery Sapp & Sons, Inc.	1624531.	Wheaton City Streets 2024	City of Wheaton MO	Wheaton, MO	Asphalt Paving, Other	152,927
Emery Sapp & Sons, Inc.	1624580.	Shell Knob-Viola SRD Chip & Seal 2024	Shell Knob-Viola Special Road District	Shell Knob, MO	Asphalt Paving, Other	152,696
Emery Sapp & Sons, Inc.	1323164.	MU Power Plant - Haul Road Repairs	University of Missouri	Columbia, MO	Agg Base Rock, Concrete Patching, Concrete Paving, Dirt Excavation, Other	151,616
Emery Sapp & Sons, Inc.	1621060.	Canton City Streets	City of Canton MO	Canton, MO	Asphalt Paving, Other	151,505
Emery Sapp & Sons, Inc.	1721133.	Webster County 2021 Chip Seal	Webster County Commission	Marshfiled, MO	Other	150,589
Emery Sapp & Sons, Inc.	1621025.	Gallatin City Streets	City of Gallatin MO	Gallatin, MO	Asphalt Paving	149,896
Emery Sapp & Sons, Inc.	1722515.	Roaring River SRD 2022 Chip Seal	Roaring River Special Road District	Eagle Rock, MO	Asphalt Paving, Dirt Excavation, Other	148,183
Emery Sapp & Sons, Inc.	1721168.	Billings Special 2021	Billings Special Road District	Billings, MO	Other	147,943
Emery Sapp & Sons, Inc.	1722519.	Stone County 2022 Chip Seal	Stone County Commission	Galena, MO	Asphalt Paving	147,243
Emery Sapp & Sons, Inc.	1721205.	White River Special 2021	White River Special Road District	Golden, MO	Other	145,661
Emery Sapp & Sons, Inc.	1625514.	Seneca SRD Overlays	Seneca Special Road District	Neosho, MO	Asphalt Paving	144,760
Emery Sapp & Sons, Inc.	1624528.	City of Cassville 2024 Street Resurfacing	City of Cassville MO	Cassville, MO	Asphalt Paving, Other	144,431
Emery Sapp & Sons, Inc.	1721215.	Freistatt SRD 2021 Chip Seal	Freistatt Special Road	Monett, MO	Asphalt Paving, Other	141,565
Emery Sapp & Sons, Inc.	1625527.	Freistatt SRD Chip & Seal 2025	Freistatt Special Road	Monett, MO	Asphalt Paving, Other	141,402
Emery Sapp & Sons, Inc.	1623122.	Marceline City Streets	City of Marceline MO	Marceline, MO	Asphalt Milling, Asphalt Paving, Other	140,402
Emery Sapp & Sons, Inc.	1722546.	Freistatt SRD 2022 Chip Seal	Freistatt Special Road	Monett, MO	Asphalt Paving, Other	138,606
Emery Sapp & Sons, Inc.	1624134.	City of Brookfield Overlays 2024	City of Brookfield MO	Brookfield, MO	Asphalt Milling, Asphalt Paving, Other	138,200
Emery Sapp & Sons, Inc.	1625572.	Vineyard Benefit SRD Chip & Seal 2025	Vineyard Benefit Special Road District	La Russell, MO	Asphalt Paving, Other	137,631
Emery Sapp & Sons, Inc.	1721522.	Oronogo - Patching 2021	City of Oronogo MO	Oronogo, MO	Agg Base Rock, Asphalt Milling, Asphalt Paving, Other	137,220
Emery Sapp & Sons, Inc.	1723555.	White River Special 2023 Overlays	White River Special Road District	Golden, MO	Asphalt Paving, Other	135,415
Emery Sapp & Sons, Inc.	1524114.16	MODOT Greene Co Rt 65 ASPHALT	Missouri Highway Commission	Jefferson City, MO	Asphalt Milling, Asphalt Paving	130,574
Emery Sapp & Sons, Inc.	1621016.	Rt A Atchison Co	Missouri Highway Commission	Jefferson City, MO	Agg Base Rock, Asphalt Milling, Asphalt Paving, Concrete Paving, Other, Subcontractor	130,413
Emery Sapp & Sons, Inc.	1624584.	Freistatt SRD Chip & Seal 2024	Freistatt Special Road	Monett, MO	Asphalt Paving, Other	129,833
Emery Sapp & Sons, Inc.	1722533.	Peirce Benefit SRD 2022 Chip Seal	Pierce Benefit Special Road District	Pierce City, MO	Asphalt Paving, Other	127,198
Emery Sapp & Sons, Inc.	1624120.	Shelbina City Streets	City of Shelbina MO	Shelbina, MO	Asphalt Paving, Other	126,672
Emery Sapp & Sons, Inc.	1625570.	Verona Benefit SRD Chip & Seal 2025	Verona Benefit Special Road District	Verona, MO	Asphalt Paving, Other	125,688
Emery Sapp & Sons, Inc.	1621035.	Marceline City Streets	City of Marceline MO	Marceline, MO	Asphalt Milling, Asphalt Paving	124,275
Emery Sapp & Sons, Inc.	1625561.	White River SRD Chip & Seal 2025	White River Special Road District	Golden, MO	Chip/Seal, Other	121,318
Emery Sapp & Sons, Inc.	1720182.	Reeds Spring City Streets	City of Reeds Spring MO	Reeds Spring, MO	Asphalt Paving, Other	120,831
Emery Sapp & Sons, Inc.	1625551.	Kings Prairie SRD Chip & Seal 2025	Kings Prairie Special Road District	Monett, MO	Chip/Seal	120,293
Emery Sapp & Sons, Inc.	1722522.	City of Cassville 2022 Street Resurfacing	City of Cassville MO	Cassville, MO	Asphalt Milling, Asphalt Paving, Other	119,144
Emery Sapp & Sons, Inc.	1722549.	Financial Drive Repair Work - Hollister	City of Hollister MO	Hollister, MO	Asphalt Milling, Asphalt Paving, Dirt Excavation, Other	117,773
Emery Sapp & Sons, Inc.	1721150.	Roaring River SRD 2021 Overlays	Roaring River Special Road District	Eagle Rock, MO	Asphalt Paving, Other	116,975
Emery Sapp & Sons, Inc.	1721218.	Kings Prairie SRD 2021 Chip Seal	Kings Prairie Special Road District	Monett, MO	Asphalt Paving	116,678
Emery Sapp & Sons, Inc.	1721145.	Sugar Creek Special 2021	Sugar Creek Special Road District	Seligman, MO	Other	116,513
Emery Sapp & Sons, Inc.	1721124.	Monett Special 2021 Overlay	Monett Special Road District	Monett, MO	Asphalt Paving, Other	115,710
Emery Sapp & Sons, Inc.	1624566.	Kings Prairie SRD Chip & Seal 2024	Kings Prairie Special Road District	Monett, MO	Asphalt Paving	115,412
Emery Sapp & Sons, Inc.	1625119.	Paris City Streets	City of Paris MO	Paris, MO	Asphalt Paving, Other	115,147
Emery Sapp & Sons, Inc.	1624530.	Capps Creek SRD Chip & Seal 2024	Capps Creek Special Road District	Monett, MO	Asphalt Paving, Other	114,041
Emery Sapp & Sons, Inc.	1621050.	Shelbina City Streets	City of Shelbina MO	Shelbina, MO	Asphalt Paving, Other	112,600
Emery Sapp & Sons, Inc.	1624545.	Exeter SRD Chip & Seal 2024	Exeter Special Road District	Exeter, MO	Asphalt Paving, Other	111,646
Emery Sapp & Sons, Inc.	1721211.	Shell Knob - County Line Road	Shell Knob Special Road District	Shell Knob, MO	Asphalt Paving, Other	110,711
Emery Sapp & Sons, Inc.	1622147.	MODOT Crawford Co I-44	Missouri Highway Commission	Jefferson City, MO	Diamond Grinding, Other, Subcontractor	109,245
Emery Sapp & Sons, Inc.	1621047.	Bevier City Streets	City of Bevier MO	Bevier, MO	Asphalt Milling, Asphalt Paving, Other	108,375
Emery Sapp & Sons, Inc.	1721173.	Stella SRD 2021 Chip Seal	Stella Special Road District	Stella, MO	Agg Base Rock, Other	108,175
Emery Sapp & Sons, Inc.	1721265.	Purdy Schools 2021	Purdy R-II School	Purdy, MO	Agg Base Rock, Asphalt Paving	104,910
Emery Sapp & Sons, Inc.	1624547.	Roaring River SRD Overlays 2024	Roaring River Special Road District	Eagle Rock, MO	Asphalt Paving, Other	103,857
Emery Sapp & Sons, Inc.	1721212.	Mt Pleasant Benefit SRD 2021 Chip Seal	Mt Pleasant Benefit Road District	Stotts City, MO	Asphalt Paving, Other	101,117
Emery Sapp & Sons, Inc.	1722548.	White River SRD 2022 Chip Seal	White River Special Road District	Golden, MO	Agg Base Rock, Asphalt Paving, Other	100,669
Emery Sapp & Sons, Inc.	1625555.	Fairview Special Overlay	Fairview Special Road District	Fairview, MO	Asphalt Paving	100,062

EMERY SAPP & SONS

Status of Prime Contracts on Hand

Company Name	Contract	Contract Description	Customer Name	Classes of Work (Virginia)	Contract Amount	Balance To Be Completed
Emery Sapp & Sons, Inc.	1224120.	MODOT I-70 Design Build-Warrenton to Wentzville	Improve 70 Alliance	013 Roadway Milling, 004 Asphalt Concrete Paving	328,474,361	223,348,572
Emery Sapp & Sons, Inc.	1222110.JV	KDOT US69 Joint Venture	Kansas Dept of Transportation		230,834,534	32,101,777
Emery Sapp & Sons, Inc.	1823115.	ARDOT 012326 Benton Washington Co Hwy 612	Arkansas Dept of Transportation	013 Roadway Milling	181,133,359	43,456,130
Emery Sapp & Sons, Inc.	1224114.	KDOT South Lawrence Trafficway II	Kansas Dept of Transportation	013 Roadway Milling, 004 Asphalt Concrete Paving	174,157,963	117,900,041
Emery Sapp & Sons, Inc.	1424106.	KDOT Kingman Co US-54	Kansas Dept of Transportation	013 Roadway Milling	37,106,830	2,421
Emery Sapp & Sons, Inc.	1723144.	ARDOT 040883 Washington Co Hwy 62	Arkansas Dept of Transportation	013 Roadway Milling, 004 Asphalt Concrete Paving	36,838,276	568,823
Emery Sapp & Sons, Inc.	1623135.	ARDOT 061750 Hot Spring & Saline Co I-30	Arkansas Dept of Transportation	022 Incidental Concrete, 004 Asphalt Concrete Paving	29,308,223	1,993,987
Emery Sapp & Sons, Inc.	1225103.	MODOT Kaysinger Bridge Bundle	Missouri Highway Commission		28,175,000	21,872,517
Emery Sapp & Sons, Inc.	1525115.	Noble Hill Sanitary Landfill Cell 3 4 5	City of Springfield MO		23,913,611	18,881,785
Emery Sapp & Sons, Inc.	1825110.	XNA Terminal Apron Expansion & Reconstruction			22,464,095	22,464,095
Emery Sapp & Sons, Inc.	1624309.	ARDOT 040826 Crawford Sebastian Co I-540	Arkansas Dept of Transportation	004 Asphalt Concrete Paving	21,076,514	898,753
Emery Sapp & Sons, Inc.	1525134.	MODOT Greene Co Rt MM	Missouri Highway Commission		20,527,570	20,527,570
Emery Sapp & Sons, Inc.	1222101.	Ft Smith Airport Runway 8-26 Extension CMAR	Fort Smith Regional Airport	013 Roadway Milling, 022 Incidental Concrete	19,525,989	64,000
Emery Sapp & Sons, Inc.	1624152.	MODOT Gasconade Osage Co Rt 50 & 19	Missouri Highway Commission	013 Roadway Milling, 004 Asphalt Concrete Paving	18,608,844	131,321
Emery Sapp & Sons, Inc.	1625149.	AZDOT Maricopa Co SR-51	Arizona Department of Transportation		17,845,580	17,845,580
Emery Sapp & Sons, Inc.	1325107.	MODOT Warren Montgomery Co Rte A & E	Missouri Highway Commission	013 Roadway Milling	14,079,056	5,097,228
Emery Sapp & Sons, Inc.	1224119.	Pettis Co-Cedar Dr & Rte HH	Pettis County MO	013 Roadway Milling, 004 Asphalt Concrete Paving	12,510,797	1,703,032
Emery Sapp & Sons, Inc.	1324168.	MODOT Boone Co Rte AC & 63	Missouri Highway Commission	013 Roadway Milling, 022 Incidental Concrete	11,538,958	4,461,377
Emery Sapp & Sons, Inc.	1425108.	K10 Utility Relocates	City of Lawrence KS		11,497,950	7,186,746
Emery Sapp & Sons, Inc.	1624591.	Joplin Airport Runway 13-31 Rehab	City of Joplin MO	004 Asphalt Concrete Paving	11,389,112	2,659,203
Emery Sapp & Sons, Inc.	1423105.	Chipman Road Improvements	City of Lee's Summit MO	013 Roadway Milling	11,343,528	79,462
Emery Sapp & Sons, Inc.	1523118.	Kansas Expressway Ph 2	Greene County Highway Department	013 Roadway Milling	11,233,896	258,764

Emery Sapp & Sons, Inc.	1220049.	ARDOT 090472 Benton Co Rt 340	Arkansas Dept of Transportation	013 Roadway Milling	9,309,222	560,429
Emery Sapp & Sons, Inc.	1525119.	Springfield-Branson Airport Terminal Apron Expansion	City of Springfield MO	013 Roadway Milling	8,741,248	6,447,597
Emery Sapp & Sons, Inc.	1625148.	MODOT Carroll Ray Co Rt 10 & J	Missouri Highway Commission		8,632,051	8,632,051
Emery Sapp & Sons, Inc.	1624141.	MODOT Var Routes 240816-B02	Missouri Highway Commission	013 Roadway Milling, 004 Asphalt Concrete Paving	8,603,308	(5,455)
Emery Sapp & Sons, Inc.	1624142.	MODOT Clay Co I-35	Missouri Highway Commission	013 Roadway Milling, 022 Incidental Concrete, 004 Asphalt Concrete Paving	8,598,963	23,863
Emery Sapp & Sons, Inc.	1524141.	20th Street Improvements	City of Joplin MO	013 Roadway Milling	8,009,301	4,733,139
Emery Sapp & Sons, Inc.	1625136.	SCDOT Berkely Charleston Jasper Co Var Rts	South Carolina Department of Transportation	022 Incidental Concrete	7,941,165	7,941,165
Emery Sapp & Sons, Inc.	1624150.	MODOT Audrain Marion Monroe Randolph Var Rts	Missouri Highway Commission	013 Roadway Milling, 004 Asphalt Concrete Paving	7,602,417	(1,641)
Emery Sapp & Sons, Inc.	1625101.	MODOT Warren Montgomery Co I-70	Missouri Highway Commission	004 Asphalt Concrete Paving	6,299,551	193,249
Emery Sapp & Sons, Inc.	1624153.	MODOT Franklin Co Rt O/F/NN	Missouri Highway Commission	013 Roadway Milling, 004 Asphalt Concrete Paving	6,169,597	495,990
Emery Sapp & Sons, Inc.	1625107.	IAH George Bush International Rwy 8R-26L Runway Rehab PN1054	Houston Airport System	022 Incidental Concrete, 004 Asphalt Concrete Paving	5,760,226	2,053,277
Emery Sapp & Sons, Inc.	1525124.	Cassville Airport Runway Reconstruction	City of Cassville MO	013 Roadway Milling	5,143,911	5,143,911
Emery Sapp & Sons, Inc.	1224116.	Christian Co-Green Bridge Over Finley River	Christian County Commission	013 Roadway Milling, 004 Asphalt Concrete Paving	4,945,161	923,783
Emery Sapp & Sons, Inc.	1224124.	MODOT Andrew & Atchison Co I-29 Bridge Rehabs	Missouri Highway Commission	013 Roadway Milling, 004 Asphalt Concrete Paving	4,810,578	666,663
Emery Sapp & Sons, Inc.	1625319.	ARDOT A90034 Carroll Co Berryville East Hwy 62	Arkansas Dept of Transportation	013 Roadway Milling, 004 Asphalt Concrete Paving	4,655,837	362,158
Emery Sapp & Sons, Inc.	1525109.	Historic Branson Streetscape Phase IV	City of Branson MO	022 Incidental Concrete, 004 Asphalt Concrete Paving	4,601,820	59,479
Emery Sapp & Sons, Inc.	1225102.	MODOT Worth Co Rtes 46 & W	Missouri Highway Commission	013 Roadway Milling	4,309,994	3,155,736
Emery Sapp & Sons, Inc.	1624361.	ARDOT A90026 Carroll Co Hwy 62 Missouri State Line	Arkansas Dept of Transportation	013 Roadway Milling, 004 Asphalt Concrete Paving	4,061,031	18,814
Emery Sapp & Sons, Inc.	1625147.	MODOT Putnam Sullivan Co Rt 5	Missouri Highway Commission		3,970,777	3,970,777
Emery Sapp & Sons, Inc.	1525118.	Ozark Marketplace Public Improvements	Ozark Marketplace CID	013 Roadway Milling	3,962,648	551,394
Emery Sapp & Sons, Inc.	1224121.	MODOT Atchison Holt Co Rte F/59/T	Missouri Highway Commission	013 Roadway Milling	3,696,432	326,997
Emery Sapp & Sons, Inc.	1622113.	Iowa DOT Jasper Co I-80	Iowa Department of Transportation	022 Incidental Concrete, 004 Asphalt Concrete Paving	3,556,778	708
Emery Sapp & Sons, Inc.	1825112.	ROG West Taxilane Const (Phase 1)	City of Rogers AR	013 Roadway Milling	3,258,344	3,110,483

Emery Sapp & Sons, Inc.	1625117.	SDDOT Beadle Hand Co US-14	South Dakota Department of Transportation	022 Incidental Concrete, 004 Asphalt Concrete Paving	3,098,622	(99,539)
Emery Sapp & Sons, Inc.	1324134.	Cape Girardeau Airport Taxiway Delta	City of Cape Girardeau MO	013 Roadway Milling, 022 Incidental Concrete	3,097,305	933,934
Emery Sapp & Sons, Inc.	1723559.	MODOT Barry McDonald Co Bus 37 Route76	Missouri Highway Commission	013 Roadway Milling, 004 Asphalt Concrete Paving	3,082,542	3,797
Emery Sapp & Sons, Inc.	1324170.	Calvert Drive Stormwater	City of Columbia MO	013 Roadway Milling	3,029,428	65,107
Emery Sapp & Sons, Inc.	1625362.	ARDOT A40053 Franklin Co Hwy 64 - Philpot Road	Arkansas Dept of Transportation	013 Roadway Milling, 004 Asphalt Concrete Paving	2,865,278	2,865,278
Emery Sapp & Sons, Inc.	1625141.	MODOT Carroll Chariton Co Rt M UU WW	Missouri Highway Commission	013 Roadway Milling, 004 Asphalt Concrete Paving	2,861,540	2,861,540
Emery Sapp & Sons, Inc.	1625123.	MODOT Clinton Clay Buchanan Co Rt CC/H/J/O	Missouri Highway Commission	004 Asphalt Concrete Paving	2,789,406	97,025
Emery Sapp & Sons, Inc.	1625143.	MODOT Lafayette Saline Co Rt 20	Missouri Highway Commission	022 Incidental Concrete	2,757,083	2,757,083
Emery Sapp & Sons, Inc.	1625132.	MODOT Cass Johnson Co Rt 2	Missouri Highway Commission	013 Roadway Milling, 004 Asphalt Concrete Paving	2,634,120	2,591,745
Emery Sapp & Sons, Inc.	1625116.	MODOT St Louis Co I-255	Missouri Highway Commission	022 Incidental Concrete	2,470,702	619,503
Emery Sapp & Sons, Inc.	1625571.	Pittsburg 2025 Mill, Overlay & Pvmnt Marking	City of Pittsburg KS	004 Asphalt Concrete Paving	2,377,141	148,150
Emery Sapp & Sons, Inc.	1525134.16	MoDOT G02 Route MM Greene County			2,330,907	2,330,907
Emery Sapp & Sons, Inc.	1624359.	ARDOT A40037 Crawford Co I-40 - Hwy 282 Overlay	Arkansas Dept of Transportation	013 Roadway Milling, 004 Asphalt Concrete Paving	2,282,569	232,692
Emery Sapp & Sons, Inc.	1723140.	ARDOT A40034 Sebastian Co Hwy 10 - Hwy 22	Arkansas Dept of Transportation	004 Asphalt Concrete Paving	2,247,025	30,329
Emery Sapp & Sons, Inc.	1525117.	Pittsburg Taxiway Reconstruction	City of Pittsburg KS	013 Roadway Milling	2,056,701	2,056,701
Emery Sapp & Sons, Inc.	1625115.	NDDOT Williams Co US-2	North Dakota Department of Transportation	022 Incidental Concrete	1,649,455	78,149
Emery Sapp & Sons, Inc.	1625510.	Newton County Overlays 2025	Newton County Commission	004 Asphalt Concrete Paving	1,398,420	186,400
Emery Sapp & Sons, Inc.	1625108.	MODOT Audrain Monroe Co Rt Y	Missouri Highway Commission	013 Roadway Milling, 004 Asphalt Concrete Paving	1,263,074	(136)
Emery Sapp & Sons, Inc.	1524144.	Albany Ave Pedestrian & Stormwater Improvements	City of Bolivar MO	013 Roadway Milling, 004 Asphalt Concrete Paving	1,238,182	356,588
Emery Sapp & Sons, Inc.	1625142.	MODOT Marion Co Rt 168 & JJ	Missouri Highway Commission	013 Roadway Milling, 022 Incidental Concrete, 004 Asphalt Concrete Paving	1,139,272	1,139,272
Emery Sapp & Sons, Inc.	1525120.16	E Zora Street Widening Ph2 ASPH	City of Joplin MO	004 Asphalt Concrete Paving	1,116,732	1,116,732
Emery Sapp & Sons, Inc.	1425109.	K10 Utility Relocates WC3 Ph1 PW	City of Lawrence KS		925,979	925,979
Emery Sapp & Sons, Inc.	1525111.	Lebanon Airport Taxiway and Apron Reconstruction	City of Lebanon MO		803,904	803,904
Emery Sapp & Sons, Inc.	1324171.	7 Bridges Road CSO Basin Improvements	City of Moberly MO		679,128	402,298
Emery Sapp & Sons, Inc.	1525122.	Blackman Battery Storage	City Utilities of Springfield	013 Roadway Milling	622,500	143,095
Emery Sapp & Sons, Inc.	1625353.	Franklin County 2025 Overlays	Franklin County, Arkansas	004 Asphalt Concrete Paving	618,303	(33,238)

Emery Sapp & Sons, Inc.	1525121.	Webb City Phase 3 Sidewalk Improvements	City of Webb City MO	013 Roadway Milling	598,798	598,798
Emery Sapp & Sons, Inc.	1525105.	Cliff Drive Culvert Improvements	City of Branson MO	013 Roadway Milling	579,459	579,459
Emery Sapp & Sons, Inc.	1625304.	ARDOT C65016 Sebastian Co Greenwood & Hackett Overlays	Arkansas Dept of Transportation	013 Roadway Milling, 004 Asphalt Concrete Paving	542,986	136,037
Emery Sapp & Sons, Inc.	1825112.16	ROG West Taxilane Const (Phase 1)	Intercompany Customer	004 Asphalt Concrete Paving	529,454	529,454
Emery Sapp & Sons, Inc.	1623170.	KDOT Sedgwick Co Rt 54 - Marking	Kansas Dept of Transportation		440,529	24,046
Emery Sapp & Sons, Inc.	1624568.	Rockaway Beach Roadway Improvements	City of Rockaway Beach MO	013 Roadway Milling, 004 Asphalt Concrete Paving	426,298	54,104
Emery Sapp & Sons, Inc.	1525118.16	Ozark Marketplace ASPHALT	Ozark Marketplace CID	004 Asphalt Concrete Paving	378,643	350,203
Emery Sapp & Sons, Inc.	1625359.	The Reserve on Dixieland	Royal Ridge Construction Co	004 Asphalt Concrete Paving	342,048	342,048
Emery Sapp & Sons, Inc.	1625300.	ARDOT C17013 Crawford Co Alma Overlay	Arkansas Dept of Transportation	004 Asphalt Concrete Paving	337,257	191,662
Emery Sapp & Sons, Inc.	1525104.	Celtic Drive Culvert Improvements	City of Branson MO		309,424	101,191
Emery Sapp & Sons, Inc.	1625575.	Cassville City Streets 2025	City of Cassville MO	004 Asphalt Concrete Paving	308,545	308,545
Emery Sapp & Sons, Inc.	1624308.	ARDOT C24004 Franklin Co Branch Overlays	Arkansas Dept of Transportation	013 Roadway Milling, 004 Asphalt Concrete Paving	275,519	2,569
Emery Sapp & Sons, Inc.	1625578.	Red Oak Benefit SRD Chip & Seal 2025	Red Oak Benefit Special Road District	004 Asphalt Concrete Paving	257,281	32,224
Emery Sapp & Sons, Inc.	1625146.	MoDOT Call B2A - Route NN Audrain Co.			208,267	208,267
Emery Sapp & Sons, Inc.	1625582.	Midway SRD Overlays 2025	Midway Special Road C/O Mark Knight	004 Asphalt Concrete Paving	158,375	3,168
				TOTAL		**618,942,818**

EMERY SAPP & SONS

Status of Current Subcontracts on Hand

Company Name	Contract	Contract Description	Customer Name	Prime Contractor	Location & Detailed Description of Work	Subcontract Amount	Balance To Be Completed
Emery Sapp & Sons, Inc.	1824109.	Sebastian Co Hwy 22 Gun Club Rd	Arkansas Dept of Transportation	Manhattan Road & Bridge	AR | 013 Roadway Milling, 004 Asphalt Concrete	63,554,575	44,846,332
Emery Sapp & Sons, Inc.	1224120.JV	MODOT I-70 Joint Venture	Transportation	Improve 70 Alliance	Wentzville, MO |	34,312,220	23,932,074
Emery Sapp & Sons, Inc.	1324155.	Memorial Stadium - Improvements	University of Missouri - Columbia	Whiting Turner Contracting Company	Roadway Milling, 022 Incidental Concrete	16,652,134	457,617
Emery Sapp & Sons, Inc.	1823115.17	Washington Co Hwy 612-ASPHALT	Arkansas Dept of Transportation	Intercompany Customer	Springs,Springda, AR | 004 Asphalt Concrete	14,627,543	8,127,557
Emery Sapp & Sons, Inc.	1824109.16	Sebastian Co Hwy 22 Gun Club Rd-ASPHAL	Arkansas Dept of Transportation	Intercompany Customer	AR | 004 Asphalt Concrete Paving	10,698,386	10,698,386
Emery Sapp & Sons, Inc.	1323134.	Hatchery	Conservation	Cahills Construction Inc	Lebanon, MO |	10,196,267	2,335,589
Emery Sapp & Sons, Inc.	1325105.	Ashland WWT Expansion	City of Ashland	Contracting	Roadway Milling	4,892,993	2,377,751
Emery Sapp & Sons, Inc.	1224119.16	Asphalt	Pettis County MO	Intercompany Customer	Concrete Paving	3,796,215	1,141,016
Emery Sapp & Sons, Inc.	1824107.	8th Street Gateway Park	City of Bentonville AR	Crossland Construction	Roadway Milling	3,557,383	154,343
Emery Sapp & Sons, Inc.	1723138.	Runway Pvmt & Lighting Rehab	City of Siloam Springs AR	City of Siloam Springs AR	Roadway Milling, 004 Asphalt Concrete Paving	2,879,248	125,349
Emery Sapp & Sons, Inc.	1324118.	Elementary School	Columbia Public Schools	Reinhardt/SM Wilson	Roadway Milling	2,561,761	125,214
Emery Sapp & Sons, Inc.	1325134.	East Park Avenue Apts	Park Avenue Housing Development Group, LP	EM Harris Construction	Roadway Milling, 022 Incidental Concrete	2,518,189	1,030,684
Emery Sapp & Sons, Inc.	1525130.	Station Addition	City Utilities of Springfield	Fagen Inc	Roadway Milling	2,421,921	919,042
Emery Sapp & Sons, Inc.	1224120.16	Warrenton to Wentzville Patching & Grinding	Missouri Highway Commission	Intercompany Customer	Incidental Concrete, 004 Asphalt Concrete Paving	2,406,287	1,589,196
Emery Sapp & Sons, Inc.	1524141.16	ASPH	City of Joplin MO	City of Joplin MO	Concrete Paving	1,969,611	1,619,939
Emery Sapp & Sons, Inc.	1324116.	Training Center	County of Boone MO	Reinhardt Construction	Roadway Milling	1,877,707	172,876
Emery Sapp & Sons, Inc.	1325111.	Addition Phase 2	1 School District	Septagon Construction	Roadway Milling	1,774,282	823,949
Emery Sapp & Sons, Inc.	1625125.	Parish - Barber Brothers	Transportation	Barber Brothers	Incidental Concrete	1,651,024	1,651,024
Emery Sapp & Sons, Inc.	1625355.	ArDOT A40041 Oklahoma State Line - Prairie Grove	ArDOT	Robinson Construction	Grove/Lincoln/Wash.Co., AR | 004 Asphalt	1,539,808	46,600
Emery Sapp & Sons, Inc.	1625567.	Montgomery Co	Transportation	Inc	Asphalt Concrete Paving	1,454,079	1,454,079
Emery Sapp & Sons, Inc.	1624152.13	Co Rt 50 & 19 COL	Commission	Intercompany Customer	Milling	1,232,079	68,715
Emery Sapp & Sons, Inc.	1525102.	Airport Terminal	Robert	Company	Waynesville, MO |	848,519	232,171
Emery Sapp & Sons, Inc.	1625586.	Cayuga Road North Phase	Seneca Cayuga Nation	Branco Enterprises Inc	Milling, 004 Asphalt Concrete Paving	728,303	728,303
Emery Sapp & Sons, Inc.	1625121.	Civil Grinding	Transportation	Iowa Civil Contracting	Asphalt Concrete Paving	663,837	305,422
Emery Sapp & Sons, Inc.	1525113.	Flatwork	City of Springfield	Branco Enterprises Inc	Springfield, MO |	475,311	475,311
Emery Sapp & Sons, Inc.	1325103.	Terminal	City of Kirksville MO	Coil Construction	Roadway Milling	403,011	137,552
Emery Sapp & Sons, Inc.	1325109.	Addition	Mexico Public Schools	Little Dixie Construction	Roadway Milling, 022	393,285	44,122
Emery Sapp & Sons, Inc.	1425117.	Lane	Commission	Commission	Roadway Milling	340,673	106,112
Emery Sapp & Sons, Inc.	1625599.	KDOT Call 242 - Stark Ks	Bridges INC.		Stark, KS |	332,151	332,151
Emery Sapp & Sons, Inc.	1625546.	SPS Pipkin Middle School	Schools	Crossland Construction	Asphalt Concrete Paving	312,684	312,684
Emery Sapp & Sons, Inc.	1624136.	Abramson Grinding	Transportation	LLC	Asphalt Concrete Paving	266,398	266,398
Emery Sapp & Sons, Inc.	1325143.	Daycare	County of Boone MO	Reinhardt Construction	Roadway Milling	254,392	175,059
Emery Sapp & Sons, Inc.	1325140.	and Renovations	City of Columbia	Little Dixie Construction	Roadway Milling	234,575	99,865
Emery Sapp & Sons, Inc.	1625363.	Tontitown Sealing 2025	City of Tontitown	Office	Tontitown, AR |	229,873	229,873
Emery Sapp & Sons, Inc.	1524132.16	ASPHALT	Christian County MO	Commission	Concrete Paving	226,480	37,863
Emery Sapp & Sons, Inc.	1625106.	Coffey Co US-75 - Bettis	Transportation	Construction	Incidental Concrete	224,047	224,047
Emery Sapp & Sons, Inc.	1625513.	Wyandotte CR 638 and CR640	Wyandotte Nation	Kenny Singer Construction Co	Roadway Milling, 004 Asphalt Concrete Paving	192,481	192,481
Emery Sapp & Sons, Inc.	1723563.	Rt 413 Sunshine Bridge	Commission	Hartman & Company Inc	Asphalt Concrete Paving	162,249	162,249
Emery Sapp & Sons, Inc.	1224116.16	Christian Co-Green Bridge Over Finley River ASPHALT	Christian Co Commission	Intercompany Customer	Ozark, MO | 004 Asphalt Concrete Paving	135,921	135,921
Emery Sapp & Sons, Inc.	1625587.	43 & Rt M Jasper Co	MODOT	Grading	Asphalt Concrete Paving	128,579	128,579
Emery Sapp & Sons, Inc.	1525130.16	Station Addition ASPH	Mo	Fagen Inc	Asphalt Concrete Paving	125,165	125,165
					TOTAL		108,148,657

Emery Sapp & Sons, Inc. License Tracking

State	Jurisdiction	Trade Categories	Status	License Number
AL	Alabama Licensing Board	Sub: Concrete pavement, grinding, grooving, or milling/paving/asphalt	Active	S-55947
AR	Arkansas Commercial Contractors License	Hwy, RR, Airport Construction Municipal & Utility Construction	Active	ID# 16358/ 0133390424
AR	ARDOT	Asphalt Concrete Paving, Bridges, Grading & Draining, Minor Concrete Structures, Misc. Concrete, Sidewalk, Curb, Gutt, Pavement/Bridge Repair, Portland Cement Concrete Paving	Active	ID#16358 - Bidder ID#SAPP10
AZ	Arizona Contractor License	General Commercial A General Engineering	Active	331456
AZ	Arizona DOT	Asphalt Concrete Paving, Bridges, Grading & Draining, Minor Concrete Structures, Misc. Concrete, Sidewalk, Curb, Gutt, Pavement/Bridge Repair, Portland Cement Concrete Paving	Active	N/A
AZ	Arizona UTRACS			21702
CO	CDOT	Prequalification	Active	1909
FL	Florida DOT	Drainage, Grading, Portland Cement Concrete Roadway Paving (Concrete Pavement Patching, Joint Sawing, Sealing, Diamond Grinding and Spall Repairs), Flexible Paving and Hot Plant-Mix Bitum. Courses	Active	F431708848001
GA	Georgia DOT	Primary: 452; Secondary: 201 205 208 209 301 310 400 400A 424 431 432 432A 439 441 452 461 500 500A 500B 500C 513 520 525 550 626 660 668 670 820	Active	Bidder ID#16340
ID	Idaho Contractor License	00001, 00002, 03300 Cast-in Place Concrete, 03900 Concrete Restoration and Cleaning	Active	56222
IA	Iowa Contractor License		Active	C132457
IA	Iowa Department of Transportation	Bridge, RCB Culvert, Alternative Pavement Type, PCC Pavement (P1,P2), Grading, Sewer & Intakes, Rip Rap, Pipe Culverts,Granular Surfacing of Roadway, Minor Grading (less than 500,000 CY), Misc.	Active	Bidder ID#SA250
IL	Illinois DOT	001 Earthwork, 003 HMA Plant Mix, 012 Drainage, 017 Concrete Construction, 032 Cold Mill, 08A Aggregate Bases, 09A HW Structures	Active	828B / Bidder ID#1641 Contractor #1641

KS	Kansas Department of Transportation	All Earthwork Earthwork-Minor: Less than 10,000 CUYD Stabilized Subgrade & Base Course. Stabilized Subgrades and Base Courses: Less than 20,000 SQYD All Structures Bridge Repair Reinforced Concrete Box Structures Retaining Walls Misc. Concrete Pipe PCCP All Hot Mix Asphalt. Hot Mix Asphalt- Minor: Less than 2000 tons Asphalt Treatments - surface, prime coat, crack repairs, sealing, asphalt resurfacing treatment, drainage improvements Aggregate Drainage Improvements	Active	Bidder ID#02189
KY	Kentucky Transportation Cabinet	A, B, E1, E2, E3, I52	Active	Bidder ID#03842
LA	Louisiana Contractor License	Heavy Construction; Highway, Street and Bridge Construction	Active	74864
MI	Michigan Department of Transportation	B Concrete Paving, Ba Concrete Pavement Patching and Widening, Cb Hot Mix Asphalt/ Bitumunous Paving, Ea Grading, Drainage Structures & Agg. Cons, Fa Bridges and Special Structures, N92C Erosion Control Structures, N93A Cold Milling, N93C Concrete Sawing, N93D Grinding and Grooving	Active	#02501
MN	Minnesota Department of Transportation	Prime Contractor	Active	Bidder ID: 1086648
MO	Missouri Department of Transportation	Prime Contractor	Active	Bidder ID#0.0010445
MS	Mississippi Department of Transportation	Diamond Grinding, Asphalt and Heavy Civil Construction	Active	N/A
MT	Montana Department of Transportation	N/A	Active	259629 (DOL)

NC	North Carolina DOT	PO Prime Contractor/Subcontractor. 000060 ASPHALT/CONCRETE SAW CUTTING 000080 NOISE WALLS 000200 CLEARING AND GRUBBING 000210 BUILDING REMOVAL AND DEMOLITION 000225 ROADWAY GRADING AND EXCAVATION 000310 PIPE INSTALLATION 000421 CONCRETE STRUCTURES (BOX CULVERTS) 000425 REINFORCING STEEL (PLACING AND TYING) 000460 CONCRETE BARRIER BRIDGE RAIL 000520 AGGREGATE BASE COURSE 000560 SHOULDER CONSTRUCTION 000607 MILLING ASPHALT PAVEMENTS 000610 ASPHALT CONCRETE PLANT MIX PAVEMENTS 000654 ASPHALT CONCRETE PLANT MIX, PAVEMENT REPAIR 000710 CONCRETE PAVEMENT 000711 CONCRETE PAVEMENT REPAIR 000712 SAWING AND SEALING JOINTS 000713 DIAMOND GRINDING 000825 INCIDENTAL CONCRETE CONSTRUCTION 000840 MINOR DRAINAGE STRUCTURES (DROP INLETS, CATCH BASINS, ETC) 000846 CURB AND GUTTER/SHOULDER BERM GUTTER 000848 SIDEWALK, DRIVEWAYS, AND WHEELCHAIR RAMPS 001510 WATER/SEWER LINE INSTALLATION	Active	None
ND	North Dakota Contractor's License		Active	Bidder ID#0.000041624
ND	North Dakota DOT	General (All Types of Work)	Active	Bidder ID#10692
NE	Nebraska Dept of Roads	Group 10 Work Classes: General (All Classes)	Active	Bidder iD#0319
NM	New Mexico DOT	Prequalification	Active	N/A
OH	Ohio DOT		Active	APP-05560
OK	Oklahoma Department of Transportation	Asphalt Paving, Bridge Construction (Spac >20ft.), Bridge Rehabilitation and Repair, Earthwork, Grading, and Subgrade, Pavement Removal, PC Concrete Paving	Active	Bidder ID#431708848
PA	PennDOT	Prime Contractor	Active	ECMS Business Partner # 015926
SC	South Carolina DOT	Prime Contractor	Active	Bidder ID#1EM011
SD	South Dakota DOT	Major and minor grading, portland cement concrete paving, PC Concrete Repair, Ashpalt Concrete Paving and microsurfacing, Asphalt Surface Treatment and Asphalt Crack Sealing, New Bridge, Bridge Rehab, Minor Structure Construction, Underground/Utilities, Miscellaneous Concrete Construction	Active	N/A

TN	State of TN Dept of Commerce and Insurance	Work Classes: BC-31; HC; HRA; MU-A; MU-B; MU-D	Active	73025 / Bidder ID #73025
TN	TDOT	CONC ERTH RR UTIL ASPH EROS INCI PVMK	Active	Bidder ID 0070048225
TX	Texas Department of Transportation	Work classes: General Construction	Active	Bidder ID#17077
UT	Utah Contractor License	Contractor with LRF E100	Active	11531654-5501
UT	Utah DOT	All Classes	Active	N/A
WA	Washington State Department of Labor and Industries	General	Active	EMERYSS773QO
WA	Washington Department of Transportation	Clearing, Grubbing, Grading and Draining; Production and placing of crushed materials; asphalt concrete paving; cement concrete pacing; bridges and structures; demonlition; sewer and water mains; and riprap and rock walls-see bid letter for amounts per class	Active	#101268
WI	Wisconsin DOT	General Construction $50M, Concrete Pavement $50M, Incidental Construction $50M; Maximum Capacity $116,600,000	Active	N/A
WV	West Virginia Business Registration	N/A	Active	2377-2441
WV	West Virginia Contractor Licensing Board	Asphalt and land clearing	Active	WV059283
WV	WVDOT	201, 202, 203, 204, 206, 207, 211, 212, 217, 218, 219, 228, 229, 240, 307, 311, 401, 402, 408, 410, 415, 501, 502, 503, 506, 507, 508, 510, 511, 512, 513, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 614, 615, 616, 617, 619, 620, 624, 625, 626, 633, 636, 637, 638, 639, 640, 641, 642, 645, 651, 652, 653, 654, 655, 657, 658, 661, 663, 664, 670, 675, 679	Active	WV05923
WY	Wyoming DOT	General Work- 237310	Active	03790

HUB International Mid-America
9200 Ward Parkway, Suite 500
Kansas City, MO 64114
P: 816-708-4600
www.hubinternational.com

January 5, 2026

Emery Sapp & Sons, Inc.
2301 I-70 Drive NW
Columbia, MO 65202

RE: Workers Compensation Experience Modification

To Whom It May Concern

This is to confirm the Experience Modification Rate (EMR) history for the above is:

- 01/01/2026 .64
- 01/01/2025 .61
- 01/01/2024 .65
- 01/01/2023 .70
- 01/01/2022 .64

Thank you for the opportunity to be of service, should you have any questions, please contact our office.

Sincerely,

Angie Johnson

Senior Account Administrator, Commercial Lines
HUB International Mid-America

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2025

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
1	7	17	23
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
522	843
(K)	(L)

Injury and Illness Types

Total number of...	(M)		(M)
(1) Injury	45	(4) Poisoning	1
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	1	(6) All Other Illnesses	1

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: Emery Sapp & Sons, Inc.

Street: 2301 I-70 Drive NW

City: Columbia State: MO Zip: 65202

Industry description (e.g., Manufacture of motor truck trailers)
Highway, Steet and Bridge Construction

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
____ ____ ____ ____

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 7 3 ____ ____

Employment information

Annual average number of employees: 1650

Total hours worked by all employees last year: 3,304,075

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive
JASON RODE

Senior Executive Vice President
Title

573-445-8331
Phone

2/3/2026
Date

KPA
This report was generated by kpaehs.com

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2025

U.S. Department of Labor

Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for

Establishment name Emery Sapp & Sons, Inc.

City Columbia State MO

Identify the person			Describe the case			Classify the case											
						CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:					
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	Death	Days away from work	Job transfer or restriction		Away From Work (days)	On job transfer or restriction (days)	(M) Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
								Job transfer	Other record-able cases								
						(G)	(H)	(I)	(J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)
2025-0022		Laborer	01/29	Manhole 6	While stepping over the pipe and tripped and demo saw cut his knee			X			44	X					
2025-0092		Operator Class I	03/19	SDC Access Road	Broken left upper arm		X			13	21	X					
2025-0114		Laborer	03/21	Ascent Apartments Private — 1424117.	Slipped and fell, dislocating shoulder			X			68	X					
2025-0128		Laborer	04/08	Sparks Avenue Lift Station — 1324119.	Finger laceration while changing grinder blade			X			6	X					
2025-0129		Field Mechanic	04/09	Job -	Struck thumb with hammer				X			X					
2025-0142		Operator Class I	04/11	Christian County Ozark MO	Right thumb fracture and laceration			X			78	X					
2025-0138		Heavy Highway Laborer	04/13	North bound US69 off ramp to 135th street	foot was rolled on by paver				X			X					
2025-0262		Operator Class II	05/30	Hunt Midwest Caves–Project North	Pipe rolled off the dunnage striking EO on top of his left foot.			X			100						X
2025-0269		Intern-Field	06/04	North End of Kansas Ext Phase 2 Project; ~50 yards South of Weaver Road.	Stepped on rock and rolled ankle			X			9	X					
2025-0331		Asphalt Roller Operator	06/23	Approximately 15 miles east of Linn, MO on HWY 50	Laceration on the right elbow				X			X					
2025-0353		Oiler Assistant	06/27	Cassville Shop	Left hand laceration and fracture			X			8	X					
2025-0390		Shop Mechanic	07/15	Hannibal Shop	Strained left shoulder.			X			9	X					
2025-0413A		Concrete Laborer	07/22	South side of Summit Church	Crushed right middle finger				X			X					
2025-0381		Carpenter III	07/11	US 69 job	Lower back pain			X			180	X					

2025-0439		Field Mechanic	07/30	Project Rohan Equipment Storage Yard Stillwater Oklahoma	Right forearm break		X			180		X					
2025-0323		Pipe Foreman	06/24	Fed Ex Cross Deck Facility 1324173	Scrapped inner left part of knee on bucket3				X			X					
2025-0460		Heavy Highway Laborer	08/07	Wentzville, Missouri	Broken teeth				X			X					
2025-0402		Operator Class III	06/16	Legacy Clubhouse 1324166	Tightening rachet and heard pop in shoulder			X			59	X					
2025-0475		Operator III	08/13	Albany Project, Bolivar	Left Index Finger-Laceration				X			X					
2025-0532B		Laborer	08/21		Laceration to leg, leading to amputation		X			166		X					
2025-0532A		Operator Class I	08/21		Asphyxiation	X						X					
2025-0580		Laborer	09/17	Apron Expansion Area	full thickness tear in the distal biceps tendon			X			12	X					
2025-0673		Landoll Driver	10/09		Debris in eye.				X			X					
2025-0665		Laborer	10/03	7519 - SDDOT Beadle Hand Co US-14 — 1625117.	Inhalation of battery acid fumes				X					X			
2025-0685		Operator Class II	10/13	Stillwater Oklahoma-Project Rohan–Gate 3	laceration and contusion to left shin				X			X					
2025-0691		Operator II	10/16	SW Jefferson St. Eastern Edge of Site	Concrete struck knee causing laceration		X			76	35	X					
2025-0686		Laborer	10/16	Bridge 7	poisoning - metal				X						X		
2025-0705		Laborer	10/23	Bridge 7	Laceration on left wrist.			X			103	X					
2025-0660		Concrete Finisher I	10/06	NW of jobsite near new employee facility. Building forms for building sidewalks.	Fracture of right index finger				X			X					
2025-0802		Laborer	11/20	Ascent Apt Project - Cherry St, NKC, MO	Contusion to lower leg		X			3		X					
2025-0776		Laborer	11/13	143rd Street, Overland Park, KS 66213	Strained back				X			X					
2025-0834		Laborer	12/11	Grindstone commercial	Dislocated Right Shoulder			X			53	X					
2025-0849		Laborer	12/17	Bent 15 GCR Bridge	Wire tie struck EO in eye				X			X					
2025-0808		Carpenter III	12/03	Interchange at C3 Bridge	Left elbow distal biceps rupture		X			36		X					
2025-0427		Asphalt Plant Laborer	07/09		Dust in eye				X			X					
2025-0855			12/22		Struck in back by pipe			X			16	X					
73915102		Laborer	08/28		Altercation - Fractured thumb				X			X					
2025-0338A			06/25		Dehydration				X			X					
2025-0703			10/21		Dust in eye				X			X					
2025-0284		Concrete Finisher II	06/11		Concrete burns on calves			X			6	X					
2025-0613		Skilled Laborer	09/25		Altercation - Laceration to head				X			X					
2025-0494		Carpenter III	08/19		Fell and injured elbow				X			X					

2025-0632			09/25		Smashed finger with manhole cover				X			X						
2025-0541			08/26						X			X						
2025-0835			12/10				X			48		X						
2025-0231			05/16		Injured shoulder while loosening chains to unload equipment.			X			22	X						
2025-0042			02/16					X			14	X						
2025-0312		Laborer	06/20	Bridge over Highway 65	Protrusion of lumbar intervertebral disc				X			X						
					Page totals	***1***	***7***	***17***	***23***	***522***	***843***	***45***	***0***	***1***	***1***	***0***	***1***

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

KPA
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Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
(1)	(2)	(3)	(4)	(5)	(6)

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2024

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	5	8	6
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
338	688
(K)	(L)

Injury and Illness Types

Total number of...	(M)		(M)
(1) Injury	19	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Establishment information

Your establishment name: Emery Sapp & Sons, Inc.

Street: 2301 I-70 Drive NW

City: Columbia State: MO Zip: 65202

Industry description (e.g., Manufacture of motor truck trailers)
Heavy Highway Civil Construction

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 7

Employment information

Annual average number of employees: 1510

Total hours worked by all employees last year: 3,009,980

Sign here

~~Knowingly falsifying this document may result in a fine.~~

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

J. Alan E. Sapp
~~Company executive~~

EXEC VICE PRESIDENT
Title

573-445-8331
Phone

1-27-25
Date

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

KPA
This report was generated by kpa.ms.com

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2024

U.S. Department of Labor

Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name Emery Sapp & Sons, Inc.

City Columbia State MO

Identify the person			Describe the case			Classify the case											
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g. Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:					
						Death	Days away from work	Job transfer or restriction	Other recordable cases	Away From Work (days)	On job transfer or restriction (days)	(M) Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
						(H)	(I)	(J)	(K)	(L)	(L)	(1)	(2)	(3)	(4)	(5)	(6)
2024-0027	[redacted]	Carpenter II	01/31	Bridge 18 EXIT US 69	Facial bone fracture, neck laceration		X			154	45	X					
2024-0042		Operator Class III	02/15	Columbia Yard	Injury				X			X					
2024-0062		Hot Shot Driver	03/13		Injury				X			X					
2024-0096		Lowboy Driver	03/21	Springdale Yard	Injury				X			X					
2024-0112		Mechanic	04/02	Hannibal Shop	Injury			X			19	X					
2024-0030		Operator Class I	04/29	Thunder Ridge Springfield, MO	Injured knee		X			13	3	X					
2024-0182		Plant Manager	05/02	Sesame Asphalt Plant	Slipped and fell hitting his back on a metal platform				X			X					
2024-0230		Laborer	05/15	Fox Creek Rut 2	Pinched fingers			X			14	X					
2024-0801		Driver	05/14	Columbia Shop	Broken Ribs			X		7	86	X					
2024-0305		Operator II	05/17	Boyce Subdivision	Hand fracture and cuts			X			12	X					
2024-0348		Dump Truck Driver	05/26	US 71, Fort Smith, AR, 72916	Injury		X			57	21	X					
2024-0468		Lowboy Driver	06/18	8722 Grand Avenue, Fort Smith, AR, 72904	Crushed right foot		X			110		X					
2024-0471		Mechanic	06/21	Kansas City Mechanic Shop	Laceration to right index finger				X			X					
2024-0512		Driver	06/20	31355 Hall St, 162 Hall Edwardsville, Knox County, MO, 62587	Broken Ribs			X			55	X					
NEW 2024-0506		Laborer	06/07	Northside of Main Building	2x3" long laceration between lower rib and bottom of his chin				X			X					
New 2024-0292		Asphalt Operator II	06/08	Highway 135	Knee injured			X			96	X					
2024-0638			10/07	Back blanket from side of job	Injury to knee			X			91	X					
2024-0113		Lowboy Driver	05/16	Hannibal Shop	Injury		X			47	146	X					
2024-0728		Shop Mechanic	12/12	Springfield Shop	Injury			X			15	X					
					Page totals	0	5	8	6	388	588	39	0	0	0	0	0

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

KPA

This report was generated by kpaehs.com

Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
(1)	(2)	(3)	(4)	(5)	(6)

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it.
Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 2023

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	3	0	15
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
109	0
(K)	(L)

Injury and Illness Types

Total number of . . . (M)			
(1) Injuries	18	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: Emery Sapp and Son's Inc.

Street: 2301 I-70 Drive NW

City: Columbia State: MO Zip: 65202

Industry description (*e.g., Manufacture of motor truck trailers*)

Heavy Highway Civil Construction

North American Industrial Classification (NAICS), if known (e.g., 336212)

2 3 7 3

Employment information (*If you don't have these figures, see the Worksheet on the next page to estimate.*)

Annual average number of employees: 1,488

Total hours worked by all employees last year: 3,021,395.00

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive: [illegible] Title: Co-CEO

Phone: 573-445-8331 Date: 1/3/24

Reset

OSHA's Form 300 (Rev. 04/2004)

Log of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader. In addition, the forms are programmed to auto-calculate as appropriate.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 23

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Please Record:
- *Information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid.*
- *Significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional.*
- *Work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12.*

Reminders:
- *Complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.*
- *Feel free to use two lines for a single case if you need to.*
- *Complete the 5 steps for each case.*

Establishment name: Emery Sapp and Sons, Inc

City: Columbia State: MO

Step 1. Identify the person			Step 2. Describe the case			Step 3. Classify the case (SELECT ONLY ONE circle based on the most serious outcome)				Step 4.		Step 5. (Select one column)						
								Remained at Work							Illness			
(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness (e.g., 2/10)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	(G) Death	(H) Days away from work	(I) Job transfer or restriction	(J) Other recordable cases	(K) Away from work	(L) On job transfer or restriction	(M) Injury (1)	Skin disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing loss (5)	All other illnesses (6)
Reset 59		Driver	1 / 24	Side of Road	Employee was helping move fire hydrant	○	○	○	◉			◉	○	○	○	○	○
Reset 82		Field Mechanic	3 / 14	Milan Asphalt Plant	EO's right shin was burned when coveralls caught on fire while using torch	○	○	○	◉			◉	○	○	○	○	○
Reset 83		Laborer	3 / 15	Tinker AFB - Maint Hanger	Army Corp of Engineer drove over EO while grinding concrete	○	◉	○	○	74		◉	○	○	○	○	○
Reset 90		Field Mechanic	3 / 24	Panasonic Project	Employee was changing valve when hydraulic pressure line broke.	○	○	○	◉			◉	○	○	○	○	○
Reset 147		Driver	4 / 28	Sonora Asphalt Plant	EO was standing on front wheel and lost balance – broke ankle	○	◉	○	○	21		◉	○	○	○	○	○
Reset 188		Finisher	5 / 25	Synder Station	While prying form boards, concrete flew into left eye	○	○	○	◉			◉	○	○	○	○	○
Reset 225		Carpenter	6 / 7	32nd Street	Employee dropped form and cut right pinky finger	○	○	○	◉			◉	○	○	○	○	○
Reset 230		Operator Class 3	6 / 12	DOT Job - Hwy 166	Helping change cutting edge on loader and cut wrist on bolt	○	○	○	◉			◉	○	○	○	○	○
Reset 281		Driver	7 / 7	Newman Road	Drunk Driver hit our Dump Truck	○	○	○	◉			◉	○	○	○	○	○
Reset 316		Finisher	7 / 26	US 69 Project	Finger caught in-between angle iron - laceration	○	○	○	◉			◉	○	○	○	○	○
					Page totals ▶	0	2	0	8	95	0	10	0	0	0	0	0
												(1) Injury	(2) Skin disorder	(3) Respiratory condition	(4) Poisoning	(5) Hearing loss	(6) All other illnesses

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Add a Form Page

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300 (Rev. 04/2004)

Log of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader. In addition, the forms are programmed to auto-calculate as appropriate.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 23

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Please Record:
- *Information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid.*
- *Significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional.*
- *Work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12.*

Reminders:
- *Complete an injury and illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.*
- *Feel free to use two lines for a single case if you need to.*
- *Complete the 5 steps for each case.*

Establishment name: Emery Sapp and Sons

City: Columbia State: MO

Step 1. Identify the person			Step 2. Describe the case			Step 3. Classify the case (SELECT ONLY ONE circle based on the most serious outcome)				Step 4.		Step 5.					
								Remained at Work						Illness			
(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness (e.g., 2/10)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	Death (G)	Days away from work (H)	Job transfer or restriction (I)	Other recordable cases (J)	Away from work (K)	On job transfer or restriction (L)	(M) Injury (1)	Skin disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing loss (5)	All other illnesses (6)
Reset 318		Laborer	7 / 10	Jeff City Break Time	While removing expansion joints employee hit left ankle with sledge	○	○	○	◉	___ days	___ days	◉	○	○	○	○	○
Reset 339		Carpenter	8 / 15	Saline Co Rt 65 Job	Employee swinging hammer hit left hand on tooth	○	○	○	◉	___ days	___ days	◉	○	○	○	○	○
Reset 372		Driver	9 / 5	Hannibal Shop	Slipped on step of truck and broke rib and tooth	○	◉	○	○	14 days	___ days	◉	○	○	○	○	○
Reset 379	.	Carpenter	9 / 5	I-44 Project	While lifting plywood, felt pain in lower back	○	○	○	◉	___ days	___ days	◉	○	○	○	○	○
Reset 421		Electrician	9 / 29	Joplin Asphalt Plant	While closing tool box felt left shoulder pop	○	○	○	◉	___ days	___ days	◉	○	○	○	○	○
Reset 462		Laborer	10 / 24	McGruder Driveway	Changing cutting head on box blade and cut left index finger	○	○	○	◉	___ days	___ days	◉	○	○	○	○	○
Reset 473		Laborer	11 / 3	Sinclair-Brown Pipe Job	Cutting rebar with demo saw and tripped and cut leg	○	○	○	◉	___ days	___ days	◉	○	○	○	○	○
Reset 495		Laborer	11 / 8	Norwood Mo Improvement	Moving console on top of machine and smashed finger	○	○	○	◉	___ days	___ days	◉	○	○	○	○	○
Reset			/			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset			/			○	○	○	○	___ days	___ days	○	○	○	○	○	○
					Page totals ▶	0	1	0	7	14	0	8	0	0	0	0	0
												(1)	(2)	(3)	(4)	(5)	(6)

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Add a Form Page

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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Emery Sapp & Sons, Inc

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . _____

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

2301 I-70 Drive NW

Requester's name and address (optional)

6 City, state, and ZIP code

Columbia, MO 65202

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

4	3	–	1	7	0	8	8	4	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person _____ Date 1/6/24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/27/2026

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

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

PRODUCER HUB International Midwest Limited 9200 Ward Pkwy Suite 500 Kansas City MO 64114	**CONTACT NAME:** Certificate Department **PHONE (A/C, No, Ext):** 816-708-4600 **FAX (A/C, No):** 816-817-5706 **E-MAIL ADDRESS:** ksmo.certificates@hubinternational.com
INSURED ESSCOMP-01 Emery Sapp & Sons, Inc. 2301 I-70 Drive NW Columbia MO 64106	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Axis Surplus Insurance Company — 26620 **INSURER B :** Liberty Mutual — 23043 **INSURER C :** Liberty Mutual Fire Insurance Company — 23035 **INSURER D :** LM Insurance Corporation — 33600 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1508300453 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		TB2-691-481454-016	1/1/2026	1/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$2,000,000 $300,000 $10,000 $2,000,000 $4,000,000 $4,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		AS2-691-481454-036	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$2,000,000 $ $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y		P-001-001310720-03	1/1/2026	1/1/2027	EACH OCCURRENCE AGGREGATE $	$3,000,000 $3,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WA5-69D-481454-026	1/1/2026	1/1/2027	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization for whom you have agreed in a written contract or agreement, prior to an "occurrence" or offense, that such person or organization be added as an additional insured to your policy.	All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc., 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization for whom you have agreed in a written contract or agreement, prior to an "occurrence", that such person or organization be added as an additional insured to your policy.	All locations as required by a written contract or agreement entered into prior to an "occurrence".
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s): As required by written contract or agreement entered into prior to loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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POLICY NUMBER: AS2-691-481454-036

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: EMERY SAPP & SONS, INC.

Endorsement Effective Date: 1/1/2026

SCHEDULE

Name Of Person(s) Or Organization(s):
Blanket Additional Insureds for Covered Autos Liability Coverage include: Any person or organization, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to the operation, maintenance, or use of a covered "auto" for "bodily injury" or "property damage" caused, in whole or in part, by you or those acting on your behalf.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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Policy Number: AS2-691-481454-036
Named Insured: Named Insured: Emery Sapp & Sons, Inc.
Endorsement Effective Date: 1/1/2026
Issued by: LIBERTY MUTUAL FIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s): All persons or organizations with whom you have entered into a written contract or agreement, prior to the loss, that requires you to name that person or organization as an additional insured.

Regarding Designated Contract or Project: All contracts or projects for which you have entered into a written contract or agreement, prior to the loss, that requires you to name a particular person(s) or organization(s) as an additional insured(s).

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Emery Sapp & Sons, Inc.
Endorsement Effective Date: 1/1/2026

SCHEDULE

Name(s) Of Person(s) Or Organization(s): Any and all jobs/projects of the insured, where required by written contract, executed prior to a claim.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by contract or written agreement prior to loss and allowed by law.

Issued by: Liberty Mutual Insurance Corporation

For attachment to Policy No WA5-69D-481454-026 Effective Date 01/01/2026 Premium $

Issued to: Emery Sapp & Sons, Inc.

© 1983 National Council on Compensation Insurance, Inc.

WRITTEN CONSENT
OF THE BOARD OF DIRECTORS OF
EMERY SAPP & SONS, INC.

January 1, 2023

The undersigned, being all of the members of the Board of Directors (the "Board") of Emery Sapp & Sons, Inc., a Missouri corporation (the "Corporation"), acting by written consent and without a meeting, do hereby adopt the following resolutions and declare them to be in full force and effect as if they had been duly adopted at a special meeting of the Board, duly called, noticed, and held:

APPOINTMENT OF OFFICERS OF THE CORPORATION

WHEREAS, the Board wishes to appoint its officers of the Corporation for the coming year.

NOW, THEREFORE, BE IT RESOLVED, that each of the following persons be, and each individually hereby is, appointed as an officer of the Corporation, to hold such office until his or her successor shall have been duly elected and qualified, or until his or her earlier death, resignation, or removal:

Glen Robertson	President
Robert Gillis	Co-CEO
Tim Paulson	Co-CEO
Shawn Sapp	Executive Vice President, Midwest Operations
Keith Bennett	Director
Amy Allen	CAO & General Counsel/Secretary
Dan Hoover	CFO/Asst. Secretary
Tony Ames	Executive Vice President, Southwest Operations

SIGNING AUTHORIZATION

NOW, THEREFORE, BE IT RESOLVED, that each of the following persons shall have the authority to execute all construction agreements, purchase orders, payment bonds, and other such documents as related to projects in the ordinary course of business:

Jason Rode	Vice President
Brandon Finn	Vice President
Robert Snyder	Vice President
Nolan ("Chip") Jones	Vice President
Josh Doerhoff	Vice President
Brian Burks	Vice President

Mike Bross	Vice President
Scott Zepp	Vice President
Shaun Brown	Vice President
Jon Phillips	Vice President, Human Resources
Dennis Bahls	Vice President
David Tag	Asst. Vice President
Jesse Hinton	Asst. Vice President
Paul Moody	Asst. Vice President
Billy Wallis	Asst. Vice President
Jason Eldredge	Asst. Vice President
Chris Landwehr	Asst. Vice President
Curtis Shuman	Asst. Vice President
Andrew Baker	Asst. Vice President
Tyler Myers	Asst. Vice President
Nathan Alexander	Asst. Vice President
Tyson Collins	Asst. Vice President
Barry Spires	Asst. Vice President
Sean Washatka	Asst. Vice President

GENERAL AUTHORIZATION

RESOLVED, that any director or authorized officer of the Corporation be, and is, hereby authorized and directed, in the name and on behalf of the Corporation, to make all such arrangements and to do and perform any and all acts as may be appropriate or necessary in order to implement fully the foregoing resolutions, including, without limitation, execution, filing and delivery of any and all papers, agreements, documents, instruments and certificates as may be appropriate or necessary, and that the making of any such arrangements, the performance of any such acts, and the execution, filing and/or delivery, as applicable, by any director or authorized officer of the Corporation of any such papers, agreements, documents, instruments and certificates shall conclusively establish the authority of such director or authorized officer of the Corporation with respect thereto;

RESOLVED, that all actions previously taken by any director, authorized officer, representative, or agent of the Corporation or any of its affiliates, in the name or on behalf of the Corporation in connection with the matters contemplated by the foregoing resolutions, be, and each of the same hereby is, adopted, ratified, confirmed and approved in all respects as the act and deed of the Corporation; and

RESOLVED, that all of the acts, actions and things done for, in the name of, and on behalf of this Corporation to effect the purposes of these resolutions be, and they hereby are, in all respects, approved, ratified and confirmed.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned are all of the members of the Board who have adopted these resolutions effective as of the day and year first written above.

BOARD OF DIRECTORS:

Glen Robertson

Keith Bennett

Robert Gillis

Tim Paulson

Shawn Sapp

Amy Allen

[Signature page to Emery Sapp & Sons, Inc. 2023 Written Consent of the Board of Directors]

License No. 0133390426 ID #16358

State of Arkansas

Commercial Contractors Licensing Board

EMERY SAPP & SONS, INC.
2301 I-70 DRIVE NW; ATTN: LEGAL DEPT
COLUMBIA, MO 65202

This is to Certify That EMERY SAPP & SONS, INC.

is duly licensed under the provisions of Ark. Code Ann. § 17-25-101 et. seq. as amended and is entitled to practice Contracting in the State of Arkansas within the following classifications/specialties:

HIGHWAY, RAILROAD, AIRPORT CONSTRUCTION
MUNICIPAL & UTILITY CONSTRUCTION

This contractor has an unlimited suggested bid limit.

from May 16, 2025 **until** April 30, 2026 **when this Certificate expires.**

Witness our hands of the Board, dated at North Little Rock, Arkansas:

GREAT SEAL OF THE STATE OF ARKANSAS

CHAIRMAN

SECRETARY

May 16, 2025 - dsa

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Emery Sapp & Sons, Inc.
5168 N Oak Street
Springdale, AR 72764

SURETY:
(Name, legal status and principal place of business)
Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER:
(Name, legal status and address)
City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

BOND AMOUNT: Five Percent of Amount Bid (5%)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:
(Name, location or address, and Project number, if any)
26-26, Construction - FYV Pavement Crack Repair

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 12th day of March, 2026

(Witness)

Emery Sapp & Sons, Inc.
(Principal) *(Seal)*

(Title)

(Witness) Misty Leonard

Liberty Mutual Insurance Company
(Surety) *(Seal)*

(Title) Allison Madrid, Attorney-in-Fact

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS
Seal No. 3515

Init. /

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POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213020-973699**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Allison Madrid; Crystal York; Louis A. Landwehr; Misty Leonard; Shannon Burgess

all of the city of Jefferson City state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of January, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 24th day of January, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of March, 2026.

By: _____
Renee C. Llewellyn, Assistant Secretary

Seal No. 3615

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries,

See attached.

00 43 13 BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:

SURETY *(Name, and Address of Principal Place of Business)*:

OWNER *(Name and Address)*:

BID
Bid Due Date:
Description:

BOND
Bond Number:
Date:
Penal sum _____ $ _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER	**SURETY**
_____ (Seal)	_____ (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	Attest: _____
Signature	Signature
Title	Title

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint ventures, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any Performance bond and Payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

EJCDC® C-430, Bid Bond (Penal Sum Form). Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

City of Fayetteville, Arkansas
Procurement Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8256
TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

Bid 26-26, Construction – FYV Pavement Crack Repair

DEADLINE: Thursday, March 12, 2026 before 2:00 PM, Local Time
PRE-BID MEETING: Thursday, February 26, 2026 at 10:00 AM
CONTACT: Sr. Procurement Agent, Kenny Fitch, kfitch@fayetteville-ar.gov
DATE OF ISSUE & ADVERTISEMENT: 02/15/2026 & 02/22/2026

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

NOTICE TO ALL BIDDERS:

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

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

FILE #01: PROJECT MANUAL – **165 Total Pages**
FILE #02: PLANS – **21 Total Pages**

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

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

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

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CITY OF FAYETTEVILLE ARKANSAS

Project Check List

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

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

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

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

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

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

☐ Additional Information Requested:

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

SPECIFICATIONS AND CONTRACT DOCUMENTS

FAYETTEVILLE - DRAKE FIELD (FYV)

FAYETTEVILLE, ARKANSAS

CONSTRUCTION - FYV PAVEMENT CRACK REPAIR

DRAKE FIELD
FAYETTEVILLE

CITY OF FAYETTEVILLE BID #26-26
GARVER PROJECT NUMBER 2500937

Prepared For:

City of Fayetteville

February 2026

GARVER
GarverUSA.com

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00 00 01 CERTIFICATIONS

PAVEMENT CRACK REPAIR
GARVER PROJECT NO. 2500937
CITY OF FAYETTEVILLE BID NO. 26-26

I hereby certify that the applicable portions of this project plans and specifications were prepared by me or under my direct supervision and that I am a duly Licensed Engineer under the laws of the State of Arkansas.

SEAL AND SIGNATURE	APPLICABLE DIVISION OR PROJECT RESPONSIBILITY
Chase Allison, P.E.  Digitally Signed: 02/11/2026	Project Manager Civil Engineer

GARVER, LLC CERTIFICATE OF AUTHORIZATION:



Expiration Date: 12/31/2026

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PAVEMENT CRACK REPAIR

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CITY OF FAYETTEVILLE
Fayetteville, Arkansas
BID 26-26, CONSTRUCTION - PAVEMENT CRACK REPAIR

00 11 00 ADVERTISEMENT FOR BIDS

The City of Fayetteville is accepting sealed bids from properly licensed contractors to repair low to high severity pavement cracks and remark the east general aviation apron at Drake Field Airport. 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 Thursday, February 26, 2026, at 10:00 AM. Details regarding the pre-bid meeting are available on the project page on the City's electronic bidding platform. All interested parties are encouraged to attend.

Bidding documents, plans, plan holders, and addenda shall be obtained at the City of Fayetteville Procurement Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All bids shall be received by Thursday, March 12, 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: 02.15.26 & 02.22.26
This publication was paid for by the Procurement Division of the City of Fayetteville, Arkansas.
Amount paid: $408.20

END OF ADVERTISEMENT FOR BIDS

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00 21 00 INSTRUCTIONS TO BIDDERS

ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders not otherwise defined have the meanings indicated in the General Provisions. Additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof:

A. *Successful Bidder* – The lowest responsible, Bidder submitting a responsive Bid to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

B. *Issuing Office* – The office from which the Bidding Documents are to be issued.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, 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 authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit written evidence establishing its qualifications such as financial data, previous experience, and present commitments, as detailed in Section 00 45 13 Qualifications Statement, which must be completed in ink and returned for evaluation **with the bid** along with any Owner required documentation.

3.02 The criteria which will be used to determine the lowest responsive and responsible Bidder are as follows:

A. Responsive Bidder: Means a Bidder who has submitted a Bid which conforms in all material respects to the Bidding Documents.

B. Responsible Bidder: Means a Bidder who has the capacity and capability in all respects to perform fully the contract requirements and who has the integrity and reliability to assure good faith performance. Among factors to be considered in determining whether the Bidder meets these standards, are:

1. financial, material, equipment, facility, and personnel resources and expertise necessary to meet contractual requirements;

2. a record of integrity;

3. a record of successful completion, defined as, completion of a project within a reasonable time and budget;

4. qualified legally to contract with the Owner, and;

5. has not failed to supply any necessary information in connection with the inquiry concerning responsibility.

3.03 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

3.04 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

3.05 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 *Site and Other Areas*

A. The Project site is identified in the Bidding Documents. By definition, the "Site" includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

4.02 *Existing Site Conditions*

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Special Provisions identify:

a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.

b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

c. reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.

d. Technical Data contained in such reports and drawings.

2. Owner will make pdf digital copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Provisions, has been identified and established in the Special Provisions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

3. If the Special Provisions do not identify Technical Data, the default definition of Technical Data set forth in Section 10 of the General Provisions will apply.

B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in the Special Provisions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Plans or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in the Special Provisions.

4.03 *Site Visit and Testing by Bidders*

A. Bidder shall conduct Site visit(s) by appointment, during normal working hours, and shall not disturb any ongoing operations at the Site.

B. Bidder is not required to conduct any subsurface testing of Site conditions.

C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.

D. Bidder shall comply with all applicable laws and regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 *Owner's Safety Program*

A. If applicable, Site visits and work at the Site will be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Special Provisions.

4.05 *Other Work at the Site*

A. Reference is made to Section 70-04 of the General Provisions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work for which a Bid is to be submitted. On request, Owner will provide to each Bidder for examination access to or copies of contract documents (other than portions thereof related to price) for such other work.

ARTICLE 5 – BIDDER'S REPRESENTATIONS

5.01 It is the responsibility of each Bidder before submitting a Bid to:

A. Examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;

B. Visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. Become familiar with and satisfy itself as to all laws and regulations that may affect cost, progress, and performance of the Work;

D. Carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Special Provisions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Special Provisions, especially with respect to Technical Data in such reports and drawings;

E. Consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods,

techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;

F. Agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;

G. Become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

H. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;

I. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and

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

ARTICLE 6 – PRE-BID CONFERENCE

6.01 An optional pre-bid conference will be held at the date and time identified in the Advertisement for Bids and addenda as appropriate. Representatives of Owner and Engineer will be present to discuss the Project. Bidders may attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than forty-eight (48) hours prior to the date for opening of Bids may not be answered. Only questions answered by addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents. The final addenda shall be issued at a minimum of twenty-four (24) hours prior to the opening of bids' date and time.

ARTICLE 8 – BID SECURITY

8.01 A Bid must be accompanied by bid security made payable to Owner in an amount of **5 percent** of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a cashier's check or Bid bond (on the form included in the Bidding Documents) issued by a surety meeting requirements acceptable to the owner.

8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the Contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults as set forth in this Section 8.02.

8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or **61** days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

9.01 The number of days within which, or the dates by which, milestones are to be achieved and the Work is to be substantially completed and ready for final payment are set forth in the Contract.

ARTICLE 10 – LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, for failure to timely attain a milestone, substantial completion, or completion of the Work in readiness for final payment, are set forth in the Contract.

ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 See Section 60-03 of the General Provisions.

11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 Bidders shall submit Section 00 43 36, List of Proposed Subcontractors with the Bid, for prior approval of the Owner.

If requested by Owner, before executing any subcontract, and within three (3) days after Bid opening, the apparent Successful Bidder, and any other Bidder so requested, shall submit an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such subcontractor, supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed subcontractor, supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award. Declining to make requested substitutions will **not** constitute grounds for forfeiture of the Bid security of any Bidder.

12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable subcontractors, suppliers, or other individuals or entities.

12.03 The quantities of work or material stated in unit price items of the Bid are supplied only to give an indication of the general scope of the Work; the Owner does not expressly or by implication agree that the actual amount of work or material will correspond therewith.

ARTICLE 13 – PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents.

A. All blanks on the Bid Form shall be completed either in ink or type and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.

B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."

C. A conditional Bid will not be considered.

13.02 A Bid by a corporation or partnership shall be executed in the corporate or partnership name by an officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate or partnership address and state of incorporation shall be shown. The corporate seal shall be affixed and attested by the corporate secretary or an assistant corporate secretary.

13.03 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.

13.04 A Bid by an individual shall show the Bidder's name and official address.

13.05 A Bid by a joint venture shall be executed by an authorized representative of each joint venture partner in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.

13.06 All names shall be printed in ink below the signatures.

13.07 The Bid shall contain an acknowledgment of receipt of all addenda, the numbers of which shall be filled in on the Bid Form.

13.08 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

13.09 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID

14.01 Schedules

A. Not used.

14.02 Unit Price

A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.

B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by

Owner for Bid comparison purposes. The final quantities and Contract price will be determined in accordance with Section 90 of the General Provisions.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14.03 Allowances

A. Not used.

ARTICLE 15 – SUBMITTAL OF BID

15.01 The Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.

15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title and number(s) (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." The Bidders name and return address shall be plainly marked on the package. Mailed Bid shall be addressed to the address stated in the Advertisement for Bid.

15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.

16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder may be disqualified from further bidding on the Work, at the discretion of the Owner.

ARTICLE 17 – OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the Advertisement to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive. Owner also reserves the right to waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new Bids; or proceed with the work otherwise.

19.02 Evaluation of Bids

A. In evaluating Bids, Owner will consider 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 Award.

B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to not be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its alternate Bids for which Owner determines funds will be available at the time of award.

C. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

D. In the comparison of Bids, schedules will be applied in the same order of priority as listed in the Bid Form. For comparison purposes schedules will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to not be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions to Bidders, the award may be made to said Successful Bidder for the schedule in which the Owner determines funds will be available at the time of award.

19.03 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of subcontractors and suppliers proposed for those portions of the Work for which the identity of subcontractors and suppliers must be submitted as provided in the Bidding Documents.

19.04 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed subcontractors or suppliers.

19.05 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Owner.

19.07 Unless otherwise indicated, a single award will not be made for less than all the Bid Items of an individual Bid schedule. In the event the Work is contained in more than one Bid schedule, the Owner may award schedules individually or in combination. In the case of two or more Bid schedules which are alternative to each other, only one of such alternative schedules will be awarded.

ARTICLE 20 – BONDS AND INSURANCE

20.01 Section 30-05 of the General Provisions, as may be modified by the Special Provisions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Contract (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21 – SIGNING OF CONTRACT

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Contract along with the other Contract Documents as identified in the Contract. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Contract (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. The Owner shall deliver one fully executed counterpart of the Contract to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Section 50-05 of the General Provisions.

ARTICLE 22 – SALES AND USE TAXES

22.01 The project **Owner is not** exempt from **Arkansas** state sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes **shall** be included in the Bid.

ARTICLE 23 – RETAINAGE

23.01 Provisions concerning Contractor's rights to deposit securities in lieu of retainage are set forth in the Section 90-06 of the General Provisions.

ARTICLE 24 – CONTRACTS TO BE ASSIGNED

24.01 Not Used

ARTICLE 25 – LOCAL REQUIREMENTS

25.01 The City will waive permit fees for all City issued permits.

25.02 A Bidder shall not be debarred from any government entity in order to do business with the City.

25.03 The Bidder's contractor license shall be valid prior to the bid deadline.

25.04 The Bidder shall have an active registration in good standing with the Arkansas Secretary of State prior to the bid award.

25.05 Certification of Funds

A. Bidders are required to provide pricing for all line items. Failure to provide pricing for all items can result in bid rejection.

B. The City intends to award this Contract to the lowest qualified, responsive, responsible bidder based on the Total Base Bid as long as such bid falls within the amount of funds certified for the project, plus 25%.

C. In the event no bid falls within the amount of funds certified for the project, plus 25%, the City will utilities the Deductive Alternates in order (if applicable) until bids can be compared within the certified amount, plus 25%.

D. In the event all Deductive Alternates (if applicable) are subtracted and no bid falls within the amount certified, plus 25%, all bids will be rejected and become confidential.

E. 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 percent (25%) of the certified amount.

25.06 The Performance and Payment Bonds shall be one hundred percent (100%) and shall be provided to the City following the contract execution, after the bonds are filed and file marked at the Washington County Circuit Clerks office.

25.07 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.

25.08 If applicable to the project scope, Bidder shall perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.

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END OF INSTRUCTIONS TO BIDDERS

00 22 13 BIDDER'S CHECKLIST OF REQUIRED ITEMS

This Bidder's Checklist is provided to ensure all required forms are completed and returned as part of the Bid submission. All forms must be included as indicated for a Bid to be considered a complete, responsive Bid. Appropriate signatures and date are required on each document. If an item is missing, the Bid may be declared unresponsive and therefore rejected as further set forth in the Instructions to Bidders. **This sheet will serve as the cover sheet for the Bid submission.**

	Completed*	Spec. Section
Acknowledgement of All Addenda	☐	00 41 00
Bid contains the following forms:		
1. Bid Form/Proposal	☐	00 41 00
2. Bid Bond	☐	00 43 13
3. List of Proposed Subcontractors	☐	00 43 36
4. Qualifications Statement	☐	00 45 13
5. Current Insurances and Coverages (Auto and Liability)	☐	
*Check when filled out, signed, and included with submission of bid packet.		

Within three (3) days after Bid Opening:
Bidder acknowledges to provide within three (3) days after Bid Opening (Low Bidder Only):
1. Bidder's Qualifications of Subcontractor (if requested)
2. Bidder's Safety Records (if requested)

Within fifteen (15) days after Notice of Award:
Bidder acknowledges that within fifteen (15) days after Notice of Award, Successful Contractor is required to complete the following before execution and award of the Contract:
1. Section 00 52 00, Contract (all pages and supporting documents)
2. Section 00 61 13, Performance Bond
3. Section 00 61 16, Payment Bond
4. Completed Certificates of Insurance

Prior to Construction (Awarded Contractor):
1. Construction Schedule - before preconstruction conference

Seal (if incorporated)

Bidder Name: _____

Address: _____

City, State, Zip Code: _____

Contractor Number: _____

Contact Name: _____

Title: _____

Contact Number: _____

Contact Email: _____

Signature of Authorized Agent for Bidder: _____

Date: _____

00 41 00 BID FORM

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

CITY OF FAYETTEVILLE
PURCHASING DIVISION ROOM 306 – CITY HALL
113 WEST MOUNTAIN STREET
FAYETTEVILLE, ARKANSAS 72701

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the 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 Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

2.02 In submitting this Bid, Bidder acknowledges and accepts Contractor's representations as more fully set forth in the Contract.

2.03 In submitting this Bid, Bidder certifies Bidder is qualified to do business in the State of Arkansas as required by laws, rules and regulations or, if allowed by statute, covenants to obtain such qualification prior to contract award.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following addenda:

Addendum No.	**Addendum, Date**
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all laws and regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Special Provisions, especially with respect to Technical Data in such reports and drawings, and (2) reports and

drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Special Provisions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

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

J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

K. The submission of the Bid constitutes that applicable sales taxes are included in the stated Bid prices for the work, unless provision is made herein for the bidder to separately itemize the estimated amount of sales tax.

L. By submitting a bid/proposal under this solicitation, the Bidder understands that the bid/proposal is subjected to the **Arkansas Department of Labor Wage Rates.**

M. By submitting a bid/proposal, the Bidder understands that the bid/proposal is subjected to the **Federal Aviation Administration requirements referenced in the Special Provisions.**

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder acknowledges that (1) each Bid unit price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.02 Bidder will complete the Work in accordance with the Contract Documents for the enclosed prices.

5.03 BID ALTERNATES

A. Not used.

5.04 BID SCHEDULES

A. Not used.

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All bids shall be placed via the City's online bidding platform.

See 00 11 00 Advertisement for Bids for more information.

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ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Section 90-09 of the General Provisions on or before the dates or within the number of calendar days indicated in the Contract.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security (00 43 13);

B. List of Proposed Subcontractors (00 43 36)

C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

D. Contractor's License No.: _____

E. Required Bidder Qualifications Statement (00 45 13) with supporting data; and

F. Current Insurances and Coverages

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Provisions, and the Special Provisions.

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ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

_____

By:
[Signature] _____

[Printed name] _____
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

_____

_____

_____

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

_____

Bidder's License No.: _____
(where applicable)

Bidder's Tax ID No. (TIN): _____

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00 43 13 BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:

SURETY *(Name, and Address of Principal Place of Business)*:

OWNER *(Name and Address)*:

BID
Bid Due Date:
Description:

BOND
Bond Number:
Date:
Penal sum _____ $ _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER	**SURETY**
_____ (Seal)	_____ (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	Attest: _____
Signature	Signature
Title	Title

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint ventures, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any Performance bond and Payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

   3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

   3.2 All Bids are rejected by Owner, or

   3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

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00 43 36 LIST OF PROPOSED SUBCONTRACTORS

I, the undersigned Bidder, hereby certify that proposals from the following subcontractors were used in the preparation of my Bid. I agree that if I am the successful Bidder and if the following subcontracts are approved, I will not enter into contracts with others for these divisions of the work without prior written approval from the Engineer and the Owner.

For Annual Gross Receipts:

- Enter 1 for Less than $1 Million
- Enter 2 for More than $1 Million, Less than $5 Million
- Enter 3 for More than $5 Million, Less than $10 Million
- Enter 4 for More than $10 Million, Less than $15 Million
- Enter 5 for More than $15 Million

Type of Work: .....

Subcontractor's Name: .....

Arkansas License No.: .....

Address: .....

DBE: Yes / No (circle one) Contract Amount: .....

SBE: Yes / No (circle one)

Date Firm Established: .....

Annual Gross Receipts (enter the range only): .....

Type of Work: .....

Subcontractor's Name: .....

Arkansas License No.: .....

Address: .....

DBE: Yes / No (circle one) Contract Amount: .....

SBE: Yes / No (circle one)

Date Firm Established: .....

Annual Gross Receipts (enter the range only): .....

Type of Work: .....

Subcontractor's Name: .....

Arkansas License No.: .....

Address: .....

DBE: Yes / No (circle one) Contract Amount: .....

SBE: Yes / No (circle one)

Date Firm Established: .....

Annual Gross Receipts (enter the range only): .....

Type of Work: .....

Subcontractor's Name: .....

Arkansas License No.: .....

Address: .....

DBE: Yes / No (circle one) Contract Amount: .....

SBE: Yes / No (circle one)

Date Firm Established: .....

Annual Gross Receipts (enter the range only): .....

Bidder (General Contractor): .....

Arkansas License No.: .....

Address: .....

DBE: Yes / No (circle one)

SBE: Yes / No (circle one)

Date Firm Established: .....

Annual Gross Receipts (enter the range only): .....

By: ..... *

Title: .....

Percent of Contract to be Completed by DBE: .....

*Signature must be the same as on the Bid form.

Notes:

(1) General Contractor and subcontractors shall have a certificate of license with the proper classification from the State Contractors Licensing Board before his or her bid is submitted.

(2) Certificates of license shall be provided with this form at the time of the bid opening.

(3) The Bidder shall supply a copy of IRS Form W9, Request Taxpayer Identification Number (TIN) and Certification with the Bid.

00 45 13 QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS

1. SUBMITTED BY:

Official Name of Firm: _____

Address: _____

_____

_____

2. SUBMITTED FOR: _____

Owner: **CITY OF FAYETTEVILLE**

Project Name: **PAVEMENT CRACK REPAIR**

TYPE OF WORK: The Project includes, but is not limited to, low- to high- severity crack repair and remarking of the east general aviation apron, as well as localized repair of failed crack sealant along the longitudinal centerline of Taxiway A, Taxiway B, and Taxiway C as shown on the plans and indicated in the specifications.

3. CONTRACTOR'S CONTACT INFORMATION

Contact Person: _____

Title: _____

Phone: _____

Email: _____

4. AFFILIATED COMPANIES:

Name: _____

Address: _____

_____

_____

5. TYPE OF ORGANIZATION:

☐ SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

☐ PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

_____

_____

☐ CORPORATION

State of Organization: _____

Date of Organization: _____

Executive Officers:

- President: _____

- Vice President(s): _____

_____

_____

- Treasurer: _____

- Secretary: _____

☐ LIMITED LIABILITY COMPANY

State of Organization: _____

Date of Organization: _____

Members: _____

_____

_____

☐ JOINT VENTURE

Sate of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

_____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

6. LICENSING

Jurisdiction: _____

Type of License: _____

License Number: _____

Jurisdiction: _____

Type of License: _____

License Number: _____

Has firm listed in Section 1 ever been fined or suspended by a Contractor's licensing board?

☐YES ☐ NO

If YES, attach as an Attachment details including where and why.

7. CERTIFICATIONS CERTIFIED BY:

Disadvantage Business Enterprise: _____

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: _____

Other (_____): _____

8. BONDING INFORMATION

Bonding Company: _____

Address: _____

_____

Bonding Agent: _____

Address: _____

_____

_____

Contact Name: _____

Phone: _____

Aggregate Bonding Capacity: _____

Available Bonding Capacity as of date of this submittal: _____

9. FINANCIAL INFORMATION

Financial Institution: _____

Address: _____

_____

Account Manager: _____

Phone: _____

Credit available: $_____

10. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

11. SAFETY PROGRAM:

Name of Contractor's Safety Officer:_____

Include the following as attachments:

If requested after the bid, Provide as an Attachment Contractor's (and Contractor's proposed subcontractors and suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 300- Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

If requested after the bid, Provide as an Attachment Contractor's (and Contractor's proposed subcontractors and suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

If requested after the bid, Provide as an Attachment Contractor's (and Contractor's proposed subcontractors and suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide the following for the firm listed in Section 1 (and for each proposed subcontractor and supplier furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____

Total number of man-hours worked for the last 5 Years:

YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____

Provide Contractor's (and Contractor's proposed subcontractors and suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed subcontractors and suppliers) for the last 5 years:

YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____

12. EQUIPMENT:

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on project.

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HEREWITH, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: _____

BY: _____

TITLE: _____

DATED: _____

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____ DAY OF _____, 20___

NOTARY PUBLIC - STATE OF _____

MY COMMISSION EXPIRES:_____

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience)*.
2. Schedule B (Previous Experience)*.
3. Schedule C (Major Equipment)*.
4. Evidence of authority for individuals listed in Section 5 to bind organization to an agreement.
5. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
6. Required safety program submittals listed in Section 11.

*Information may be provided on form attached or bidder provided form containing similar information.

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SCHEDULE A

CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

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SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

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SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

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SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

ITEM	PURCHASE DATE	CONDITION	ACQUIRED VALUE

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00 51 00 NOTICE OF AWARD

Date of Issuance:

Owner:	**CITY OF FAYETTEVILLE**	Owner's Contract No.:	
Engineer:	**GARVER**	Engineer's Project No.:	2500937
Project:	Pavement Crack Repair		
Bidder:			
Bidder's Address:			

TO BIDDER:

You are notified that Owner has accepted your Bid dated [_____] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Pavement Crack Repair at Fayetteville Executive Airport

The Contract price of the awarded Contract is: $_____

Two unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☒ a set of the drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Return signed copy of Notice of Award to Owner and Engineer as acknowledgement of receipt.
2. Deliver to Owner one counterparts of the Agreement, fully executed by Bidder.
3. Deliver with the executed Agreement(s) the Contract security *[e.g., Performance bond and Payment bond]* and insurance documentation as specified in the Instructions to Bidders, General Provisions and Special Provisions.
4. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

After you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Section 50-05 of the General Provisions.

Owner: CITY OF FAYETTEVILLE

_____

Authorized Signature

By: _____

Title: _____

EJCDC® C-510, Notice of Award. Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

Bidder: _____

Authorized Signature

By: _____

Title: _____

Copy: Engineer

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00 52 00 CONTRACT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between **CITY OF FAYETTEVILLE** ("Owner") and

_____ ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: low- to high-severity crack repair and remarking the east general aviation apron, as well as localized repair of failed crack sealant along the longitudinal centerline of Taxiway A, Taxiway B, and Taxiway C.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by **Garver, LLC**.

3.02 The Owner has retained **Garver, LLC** ("Engineer") to act as Owner's representative, and to have the rights, responsibilities, duties, and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Contract Times: Days*

A. The Work will be substantially completed within the following number of days after the date when the Contract Times commence to run as provided in Section 80-07 of the General Provisions, and completed and ready for final payment in accordance with Section 90-09 of the General Provisions within the following number of days after the date when the Contract Times commence to run. The work shall be substantially completed within 15 calendar days following the Notice to Proceed, and total completion shall be within 22 calendar days following the Notice to Proceed.

Description	Substantial Completion	Final Completion
Phase 1	7 calendar days	-
Phase 2	3 calendar days	-
Phase 3	1 calendar days	-
Phase 4	2 calendar days	-
Phase 5	3 calendar days	-
Phase 6	1 calendar days	-
Total Project	15 calendar days	7 calendar days after Substantial Completion Date

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Project Substantial Completion: Contractor shall pay Owner **$1,000** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Project Final Completion: Upon substantial completion and delivery of the final punchlist to the Contractor, the Contractor shall pay Owner **$1,000** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Final Completion until the Work is finally complete.

4.04 *Special Damages*

A. Not Used.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. Estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer and Owner.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Applications for Payment shall be made in accordance with Section 90-06 of the General Provisions. Applications for Payment will be processed by Engineer as provided in the General Provisions.

6.02 *Progress Payments; Retainage*

A. Progress payments and retainage shall be in accordance with Section 90-06 of the General Provisions.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Section 50-15 of the General Provisions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in Section 90-09 of the General Provisions, minus any damages as described in Paragraphs 4.03 and 4.04.

ARTICLE 7 – INTEREST

7.01 Note Used.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all laws and regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Special Provisions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Special Provisions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

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

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

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

K. The Contractor hereby represents and warrants to and for the benefit of the Owner that:

1. The Contractor has reviewed and understands the prevailing wage rate requirements and will provide any further verified information, certification or assurance of compliance as may be required by the Owner.

2. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner to recover as damages against the

Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Owner resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Owner). While the Contractor has no direct contractual privity with the State, as a lender to the Owner for the funding of its Project, the Owner and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. Executed Contract
2. Addenda (if any)
3. Advertisement for Bids
4. Instructions to Bidders
5. Bid Form
6. List of Proposed Subcontractors
7. Qualification Statement
8. General Provisions
9. Special Provisions
10. Supplemental Specifications as listed in the Table of Contents
11. Technical Specifications as listed in the Table of Contents
12. Drawings
13. Performance Bond
14. Payment Bond
15. Certificates of Insurance
16. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid
17. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Provisions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms not otherwise defined herein and used in this Agreement will have the meanings stated in the General Provisions and the Special Provisions.

10.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

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

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:	CONTRACTOR:
_____	_____
By: _____	By: _____
Title: _____	Title: _____
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: _____	Attest: _____
Title: _____	Title: _____
Address for giving notices:	Address for giving notices:
_____	_____
_____	_____
_____	_____
	License No.: _____ *(where applicable)*

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00 55 00 NOTICE TO PROCEED

Owner: **CITY OF FAYETTEVILLE**	Owner's Contract No.:
Contractor:	Contractor's Project No.:
Engineer: **GARVER**	Engineer's Project No.: 2500937
Project: **PAVEMENT CRACK REPAIR**	Effective Date of Contract:

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____, 20__.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the number of **calendar** days to achieve Substantial Completion is _____.

Before starting any Work at the Site, Contractor must comply with the following:

Owner**:**

_____

Authorized Signature

By:

Title:

Date Issued:

Copy: Engineer

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____

_____ this _____ day of _____, 20 _____.

_____

BY

_____

TITLE

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00 61 13 PERFORMANCE BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:
CITY OF FAYETTEVILLE
113 WEST MOUNTAIN STREET
FAYETTEVILLE, ARKANSAS 72701

CONSTRUCTION CONTRACT
Effective Date of the Agreement:
Amount:
Description *(name and location)*:

BOND
Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL	**SURETY**
_____ *(seal)*	_____ *(seal)*
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	**By:** _____
Signature	Signature *(attach power of attorney)*
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	**Attest:** _____
Signature	Signature
_____	_____
Title	Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

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00 61 16 PAYMENT BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:
CITY OF FAYETTEVILLE
113 WEST MOUNTAIN STREET
FAYETTEVILLE, ARKANSAS 72701

CONSTRUCTION CONTRACT
Effective Date of the Agreement:
Amount:
Description *(name and location)*:

BOND
Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL	**SURETY**
_____ *(seal)*	_____ *(seal)*
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	**By:** _____
Signature	Signature *(attach power of attorney)*
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	**Attest:** _____
Signature	Signature
_____	_____
Title	Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond shall arise after the following:

   5.1 Claimants who do not have a direct contract with the Contractor,

      5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

      5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).

   5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

   7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

   7.2 Pay or arrange for payment of any undisputed amounts.

   7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent

jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. **Definitions**

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default**: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

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00 65 16 CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	**CITY OF FAYETTEVILLE**	Owner's Contract No.:	
Contractor:		Contractor's Project No.:	
Engineer:	**Garver**	Engineer's Project No.:	**2500937**
Project:	**Pavement Crack Repair**		

This final Certificate of Substantial Completion applies to:

☐ All Work ☐ The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor.*

Amendments to Owner's responsibilities: ☐ None ☐ As follows

Amendments to Contractor's responsibilities: ☐ None ☐ As follows:

The following documents are attached to and made a part of this Certificate: *punch list; others*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:	RECEIVED:	RECEIVED:
By: _____ (Authorized signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

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00 72 00 FAA GENERAL PROVISIONS

SECTION 10 DEFINITION OF TERMS

When the following terms are used in these specifications, in the contract, or in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be defined as follows:

Paragraph Number	Term	Definition
10-01	**AASHTO**	The American Association of State Highway and Transportation Officials.
10-02	**Access Road**	The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.
10-03	**Advertisement**	A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.
10-03.01	***Agreement***	*The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents. See also "Contract."*
10-04	**Airport**	Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport.
10-05	**Airport Improvement Program (AIP)**	A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
10-06	**Air Operations Area (AOA)**	The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
10-07	**Apron**	Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.
10-08	**ASTM International (ASTM)**	Formerly known as the American Society for Testing and Materials (ASTM).
10-09	**Award**	The Owner's notice to the successful bidder of the acceptance of the submitted bid.
10-09.01	***Bid***	*The written offer of the Bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the*

Paragraph Number	Term	Definition
		provisions of the plans and specifications. See also "Proposal."
10-10	**Bidder**	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.
10-10.01	***Bidding Documents***	*The Bidding Requirements, the proposed Contract Documents, and all Addenda.*
10-11	**Building Area**	An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.
10-12	**Calendar Day**	Every day shown on the calendar.
10-13	**Certificate of Analysis (COA)**	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.
10-14	**Certificate of Compliance (COC)**	The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
10-15	**Change Order**	A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.
10-16	**Contract**	A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment. The awarded Contract includes but may not be limited to: Advertisement, Contract form, Proposal, Performance bond, Payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda. *See also "Agreement."*
10-17	**Contract Item (Pay Item)**	A specific unit of work for which a price is provided in the contract.
10-18	**Contract Time**	The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.
10-19	**Contractor**	The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted

Paragraph Number	Term	Definition
		and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.
10-20	**Contractors Quality Control (QC) Facilities**	The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).
10-21	**Contractor Quality Control Program (CQCP)**	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.
10-22	**Control Strip**	A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.
10-23	**Construction Safety and Phasing Plan (CSPP)**	The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
10-24	**Drainage System**	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
10-25	**Engineer**	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.
10-26	**Equipment**	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.
10-27	**Extra Work**	An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's Engineer or Resident Project Representative (RPR) to be necessary to complete the work within the intended scope of the contract as previously modified.
10-28	**FAA**	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
10-29	**Federal Specifications**	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.

Paragraph Number	Term	Definition
10-30	**Force Account**	a. Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis. b. Owner Force Account - Work performed for the project by the Owner's employees.
10-30.01	***Hazardous Environmental Condition***	*The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.*
10-31	**Intention of Terms**	Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer and/or Resident Project Representative (RPR) is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer and/or RPR, subject in each case to the final determination of the Owner. Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.
10-32	**Lighting**	A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.
10-33	**Major and Minor Contract Items**	A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.
10-34	**Materials**	Any substance specified for use in the construction of the contract work.
10-35	**Modification of Standards (MOS)**	Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.

Paragraph Number	Term	Definition
10-36	**Notice to Proceed (NTP)**	A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
10-37	**Owner**	The term "Owner" shall mean the party of the first part or the contracting agency signatory to the contract. Where the term "Owner" is capitalized in this document, it shall mean airport Sponsor only. The Owner for this project is City of Fayetteville.
10-38	**Passenger Facility Charge (PFC)**	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
10-39	**Pavement Structure**	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
10-40	**Payment bond**	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.
10-41	**Performance bond**	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.
10-42	**Plans**	The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the Contract, supplementary to the specifications. Plans may also be referred to as "contract drawings," or "drawings."
10-43	**Project**	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
10-44	**Proposal**	The written offer of the Bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications. *See also "*Bid."
10-45	**Proposal guaranty**	The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Owner.
10-46	**Quality Assurance (QA)**	Owner's responsibility to assure that construction work completed complies with specifications for payment.
10-47	**Quality Control (QC)**	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.

Paragraph Number	Term	Definition
10-48	**Quality Assurance (QA) Inspector**	An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
10-49	**Quality Assurance (QA) Laboratory**	The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory.
10-50	**Resident Project Representative (RPR)**	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative.
10-51	**Runway**	The area on the airport prepared for the landing and takeoff of aircraft.
10-52	**Runway Safety Area (RSA)**	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.
10-53	**Safety Plan Compliance Document (SPCD)**	Details how the Contractor will comply with the CSPP.
10-54	**Specifications**	A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.
10-54.01	***Site***	*Has the meaning set forth in Section 4.01 of the Instructions to Bidders.*
10-55	**Sponsor**	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
10-56	**Structures**	Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
10-57	**Subgrade**	The soil that forms the pavement foundation.

Paragraph Number	Term	Definition
10-58	**Superintendent**	The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.
10-59	**Supplemental Agreement**	A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%: (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.
10-60	**Surety**	The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.
10-61	**Taxilane**	A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.
10-62	**Taxiway**	The portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.
10-63	**Taxiway/Taxilane Safety Area (TSA)**	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.
10-63.01	***Technical Data***	*Those items expressly identified as Technical Data in the Special Provisions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site.*
10-63.02	***Underground Facilities***	*All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products,*

Paragraph Number	Term	Definition
		telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
10-64	**Work**	The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.
10-65	**Working day**	A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.
10-66	**Owner Defined terms**	**None**

END OF SECTION 10

SECTION 20 PROPOSAL REQUIREMENTS AND CONDITIONS

20-01 Advertisement (Notice to Bidders). *See Section 00 11 00*

20-02 Qualification of bidders. *See Instructions to Bidders, Article 3.* ~~Each bidder shall submit evidence of competency and evidence of financial responsibility to perform the work to the Owner at the time of bid opening.~~

~~Evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, and a list of equipment and a list of key personnel that would be available for the work.~~

~~Each bidder shall furnish the Owner satisfactory evidence of their financial responsibility. Evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the bidder's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether their financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect the bidder's true financial condition at the time such qualified statement or report is submitted to the Owner.~~

~~Unless otherwise specified, a bidder may submit evidence that they are prequalified with the State Highway Division and are on the current "bidder's list" of the state in which the proposed work is located. Evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above.~~

20-03 Contents of proposal forms. The Owner's *bidding documents* ~~proposal forms~~ state the location and description of the proposed construction; the place, date, and time of opening of the proposals; and the estimated quantities of the various items of work to be performed and materials to be furnished for which unit bid prices are asked. The proposal form states the time in which the work must be completed, and the amount of the proposal guaranty that must accompany the proposal. The Owner will accept only those Proposals properly executed on physical forms or electronic forms provided by the Owner. Bidder actions that may cause the Owner to deem a proposal irregular are given in paragraph 20-09 *Irregular proposals*.

Mobilization is limited to **5** percent of the total project cost.

20-04 Issuance of proposal forms. The Owner reserves the right to refuse to issue a proposal form to a prospective bidder if the bidder is in default for any of the following reasons:

a. Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.

b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the Owner at the time the Owner issues the proposal to a prospective bidder.

c. Documented record of Contractor default under previous contracts with the Owner.

d. Documented record of unsatisfactory work on previous contracts with the Owner.

20-05 Interpretation of estimated proposal quantities. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be

increased or decreased as provided in the Section 40, paragraph 40-02, Alteration of Work and Quantities, without in any way invalidating the unit bid prices.

20-06 Examination of plans, specifications, and site. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. Bidders shall satisfy themselves to the character, quality, and quantities of work to be performed, materials to be furnished, and to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied to the conditions to be encountered in performing the work and the requirements of the proposed contract, plans, and specifications.

20-07 Preparation of proposal. *See Instructions to Bidders, Article 13.* ~~The bidder shall submit their proposal on the forms furnished by the Owner. All blank spaces in the proposal forms, unless explicitly stated otherwise, must be correctly filled in where indicated for each and every item for which a quantity is given. *If so requested,* the bidder shall state the price (written in ink or typed) both in words and numerals which they propose for each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.~~

~~The bidder shall correctly sign the proposal in ink. If the proposal is made by an individual, their name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state where the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of their authority to do so and that the signature is binding upon the firm or corporation.~~

20-08 Responsive and responsible bidder. *See Instructions to Bidders, Article 3.* ~~A responsive bid conforms to all significant terms and conditions contained in the Owner's invitation for bid. It is the Owner's responsibility to decide if the exceptions taken by a bidder to the solicitation are material or not and the extent of deviation it is willing to accept.~~

~~A responsible bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 2 CFR § 200.318(h). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.~~

20-09 Irregular proposals. Proposals shall be considered irregular for the following reasons:

a. If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.

b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.

c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.

d. If the proposal contains unit prices that are obviously unbalanced.

e. If the proposal is not accompanied by the proposal guaranty specified by the Owner.

f. If the applicable Disadvantaged Business Enterprise information is incomplete.

The Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

20-10 Bid guarantee. *See Instructions to Bidders, Article 8.* ~~Each separate proposal shall be accompanied by a bid bond, certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such bond, check, or collateral, shall be made payable to the Owner.~~

20-11 Delivery of proposal. *See Instructions to Bidders, Article 15.* Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement or as modified by Addendum before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the bidder unopened.

20-12 Withdrawal or revision of proposals. *See Instructions to Bidders, Article 16.* A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner **[** in writing **] [** by fax **][** by email **]** before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

20-13 Public opening of proposals. *See Instructions to Bidders, Article 17.* Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.

20-14 Disqualification of bidders. *See Instructions to Bidders, Article 19.* A bidder shall be considered disqualified for any of the following reasons:

a. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.

b. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.

c. If the bidder is considered to be in "default" for any reason specified in paragraph 20-04, *Issuance of Proposal Forms,* of this section.

20-15 Discrepancies and Omissions. *See Instructions to Bidders, Article 5.* A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify the Owner's Engineer of the matter. A bidder that has doubt as to the true meaning of a project requirement may submit to the Owner's Engineer a written request for interpretation no later than **[___]** days prior to bid opening.

Any interpretation of the project bid documents by the Owner's Engineer will be by written addendum issued by the Owner. The Owner will not consider any instructions, clarifications or interpretations of the bidding documents in any manner other than written addendum.

END OF SECTION 20

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SECTION 30 AWARD AND EXECUTION OF CONTRACT

30-01 Consideration of proposals. *See Instructions to Bidders, Article 19.* ~~After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit bid price written in words shall govern.~~

~~Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:~~

~~**a.** If the proposal is irregular as specified in Section 20, paragraph 20-09, *Irregular Proposals*.~~

~~**b.** If the bidder is disqualified for any of the reasons specified Section 20, paragraph 20-14, *Disqualification of Bidders*.~~

~~In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.~~

30-02 Award of contract. *See Instructions to Bidders, Article 19.* ~~The award of a contract, if it is to be awarded, shall be made within [ ] calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.~~

~~If the Owner elects to proceed with an award of contract, the Owner will make award to the responsible bidder whose bid, conforming with all the material terms and conditions of the bid documents, is the lowest in price.~~

30-03 Cancellation of award. The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with paragraph 30-07 *Approval of Contract*.

30-04 Return of proposal guaranty. *See Instructions to Bidders, Article 18.* ~~All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the paragraph 30-01, *Consideration of Proposals.* Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in paragraph 30-05, *Requirements of Contract Bonds.*~~

30-05 Requirements of contract bonds. At the time of the execution of the contract, the successful bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

30-06 Execution of contract. *See Instructions to Bidders, Article 21.* ~~The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to the Owner, along with the fully executed surety bond or bonds specified in paragraph 30-05, *Requirements of Contract Bonds,* of this section, within 15 calendar days from the date mailed or otherwise delivered to the successful bidder.~~

30-07 Approval of contract. *See Instructions to Bidders, Article 21.* ~~Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the fully executed contract~~

~~to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract.~~

30-08 Failure to execute contract. *See Instructions to Bidders, Article 8.* ~~Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the period specified in paragraph 30-06, *Execution of Contract,* of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidated damages to the Owner.~~

END OF SECTION 30

SECTION 40 SCOPE OF WORK

40-01 Intent of contract. The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

40-02 Alteration of work and quantities. The Owner reserves the right to make such changes in quantities and work as may be necessary or desirable to complete, in a satisfactory manner, the original intended work. Unless otherwise specified in the Contract, the Owner's Engineer or RPR shall be and is hereby authorized to make, in writing, such in-scope alterations in the work and variation of quantities as may be necessary to complete the work, provided such action does not represent a significant change in the character of the work.

For purpose of this section, a significant change in character of work means: any change that is outside the current contract scope of work; any change (increase or decrease) in the total contract cost by more than 25%; or any change in the total cost of a major contract item by more than 25%.

Work alterations and quantity variances that do not meet the definition of significant change in character of work shall not invalidate the contract nor release the surety. Contractor agrees to accept payment for such work alterations and quantity variances in accordance with Section 90, paragraph 90-03, *Compensation for Altered Quantities*.

Should the value of altered work or quantity variance meet the criteria for significant change in character of work, such altered work and quantity variance shall be covered by a supplemental agreement. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

40-03 Omitted items. The Owner, the Owner's Engineer or the RPR may provide written notice to the Contractor to omit from the work any contract item that does not meet the definition of major contract item. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with Section 90, paragraph 90-04, *Payment for Omitted Items*.

40-04 Extra work. Should acceptable completion of the contract require the Contractor to perform an item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, Owner may issue a Change Order to cover the necessary extra work. Change orders for extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the RPR's opinion, is necessary for completion of the extra work.

When determined by the RPR to be in the Owner's best interest, the RPR may order the Contractor to proceed with extra work as provided in Section 90, paragraph 90-05, *Payment for Extra Work*. Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract shall be covered by a supplemental agreement as defined in Section 10, paragraph 10-59, *Supplemental Agreement*.

If extra work is essential to maintaining the project critical path, RPR may order the Contractor to commence the extra work under a Time and Material contract method. Once sufficient detail is available to establish the level of effort necessary for the extra work, the Owner shall initiate a change order or supplemental agreement to cover the extra work.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

40-05 Maintenance of traffic. It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. The Contractor shall maintain traffic in the manner detailed in the Construction Safety and Phasing Plan (CSPP).

a. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to their own operations and the operations of all subcontractors as specified in Section 80, paragraph 80-04, *Limitation of Operations*. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in Section 70, paragraph 70-15, *Contractor's Responsibility for Utility Service and Facilities of Others*.

b. With respect to their own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport in accordance with the construction safety and phasing plan (CSPP) and the safety plan compliance document (SPCD).

c. When the contract requires the maintenance of an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep the road, street, or highway open to all traffic and shall provide maintenance as may be required to accommodate traffic. The Contractor, at their expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (http://mutcd.fhwa.dot.gov/), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways.

40-06 Removal of existing structures. All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Resident Project Representative (RPR) shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the RPR in accordance with the provisions of the contract.

Except as provided in Section 40, paragraph 40-07, *Rights in and Use of Materials Found in the Work*, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

40-07 Rights in and use of materials found in the work. Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be embankment, the Contractor may at their own option either:

a. Use such material in another contract item, providing such use is approved by the RPR and is in conformance with the contract specifications applicable to such use; or,

b. Remove such material from the site, upon written approval of the RPR; or

c. Use such material for the Contractor's own temporary construction on site; or,

d. Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option a., b., or c., the Contractor shall request the RPR's approval in advance of such use.

Should the RPR approve the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at their expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for use of such material used in the work or removed from the site.

Should the RPR approve the Contractor's exercise of option a., the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of their own exercise of option a., b., or c.

The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

40-08 Final cleanup. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. The Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of the property Owner.

END OF SECTION 40

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SECTION 50 CONTROL OF WORK

50-01 Authority of the Resident Project Representative (RPR). The RPR has final authority regarding the interpretation of project specification requirements. The RPR shall determine acceptability of the quality of materials furnished, method of performance of work performed, and the manner and rate of performance of the work. The RPR does not have the authority to accept work that does not conform to specification requirements.

50-02 Conformity with plans and specifications. All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross-sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans, or specifications.

If the RPR finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications, but that the portion of the work affected will, in their opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the RPR will advise the Owner of their determination that the affected work be accepted and remain in place. The RPR will document the determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. Changes in the contract price must be covered by contract change order or supplemental agreement as applicable.

If the RPR finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the RPR's written orders.

The term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the RPR's responsibility to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's execution of the work, when, in the RPR's opinion, such compliance is essential to provide an acceptable finished portion of the work.

The term "reasonably close conformity" is also intended to provide the RPR with the authority, after consultation with the Sponsor and FAA, to use sound engineering judgment in their determinations to accept work that is not in strict conformity, but will provide a finished product equal to or better than that required by the requirements of the contract, plans and specifications.

The RPR will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.

50-03 Coordination of contract, plans, and specifications. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. If electronic files are provided and used on the project and there is a conflict between the electronic files and hard copy plans, the hard copy plans shall govern. 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. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited advisory circulars (ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If the Contractor discovers any apparent discrepancy within standard test methods, the Contractor shall immediately ask the RPR for an interpretation and decision, and such decision shall be final.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, Contractor shall immediately notify the Owner or the designated representative in writing requesting their written interpretation and decision.

50-04 List of Special Provisions. *See Special Provisions (Section 00 73 00)*

50-05 Cooperation of Contractor. The Contractor shall be supplied with three hard copies or an electronic PDF of the plans and specifications. The Contractor shall have available on the construction site at all times one hardcopy each of the plans and specifications. Additional hard copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and shall cooperate with the RPR and their inspectors and with other Contractors in every way possible. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as their agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the RPR or their authorized representative.

50-06 Cooperation between Contractors. The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with their own contract and shall protect and hold harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange their work and shall place and dispose of the materials being used to not interfere with the operations of the other Contractors within the limits of the same project. The Contractor shall join their work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

50-07 Construction layout and stakes. The Engineer/RPR shall establish necessary horizontal and vertical control. The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor. Contractor is responsible for preserving integrity of horizontal and vertical controls established by Engineer/RPR. In case of negligence on the part of the Contractor or their employees, resulting in the destruction of any horizontal and vertical control, the resulting costs will be deducted as a liquidated damage against the Contractor.

Prior to the start of construction, the Contractor will check all control points for horizontal and vertical accuracy and certify in writing to the RPR that the Contractor concurs with survey control established for the project. All lines, grades and measurements from control points necessary for the proper execution and control of the work on this project will be provided to the RPR. The Contractor is responsible to establish all layout required for the construction of the project.

Copies of survey notes will be provided to the RPR for each area of construction and for each placement of material as specified to allow the RPR to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material specifications. Surveys will be provided to the RPR prior to commencing work items that cover or disturb the survey staking. Survey(s) and notes shall be provided in the following format(s): AutoCAD Civil 3D format.

Laser, GPS, String line, or other automatic control shall be checked with temporary control as necessary. In the case of error, on the part of the Contractor, their surveyor, employees or subcontractors, resulting in established grades, alignment or grade tolerances that do not concur with those specified or shown on the plans, the Contractor is solely responsible for correction, removal, replacement and all associated costs at no additional cost to the Owner.

No direct payment will be made, unless otherwise specified in contract documents, for this labor, materials, or other expenses. The cost shall be included in the price of the bid for the various items of the Contract.

50-08 Authority and duties of Quality Assurance (QA) inspectors. QA inspectors shall be authorized to inspect all work done and all material furnished. Such QA inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. QA inspectors are not authorized to revoke, alter, or waive any provision of the contract. QA inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

QA Inspectors are authorized to notify the Contractor or their representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the RPR for a decision.

50-09 Inspection of the work. All materials and each part or detail of the work shall be subject to inspection. The RPR shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the RPR requests it, the Contractor, at any time before acceptance of the work, 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; but 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 will be at the Contractor's expense.

Provide advance written notice to the RPR of work the Contractor plans to perform each week and each day. Any work done or materials used without written notice and allowing opportunity for inspection by the RPR may be ordered removed and replaced at the Contractor's expense.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of the Owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

50-10 Removal of unacceptable and unauthorized work. All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the RPR as provided in paragraph 50-02, *Conformity with Plans and Specifications*.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of Section 70, paragraph 70-14, *Contractor's Responsibility for Work*.

No removal work made under provision of this paragraph shall be done without lines and grades having been established by the RPR. Work done contrary to the instructions of the RPR, work done beyond the lines shown on the plans or as established by the RPR, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply with any order of the RPR made under the provisions of this subsection, the RPR will have authority to cause unacceptable work to be remedied or removed and replaced; and unauthorized work to be removed and recover the resulting costs as a liquidated damage against the Contractor.

50-11 Load restrictions. The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor, at their own expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel.

50-12 Maintenance during construction. The Contractor shall maintain the work during construction and until the work is accepted. Maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

50-13 Failure to maintain the work. Should the Contractor at any time fail to maintain the work as provided in paragraph 50-12, *Maintenance during Construction*, the RPR shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the RPR's notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be recovered as a liquidated damage against the Contractor.

50-14 Partial acceptance. If at any time during the execution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, the Contractor may request the RPR to make final inspection of that unit. If the RPR finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, the RPR may accept it as being complete, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

50-15 Final acceptance. Upon due notice from the Contractor of presumptive completion of the entire project, the RPR and Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be complete in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The RPR shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the RPR will notify the Contractor and the Contractor shall correct the unsatisfactory work. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the RPR will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

50-16 Claims for adjustment and disputes. If for any reason the Contractor deems that additional compensation is due for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, the Contractor shall notify the RPR in writing of their intention to claim such additional compensation before the Contractor begins the work on which the Contractor bases the claim. If such notification is not given or the RPR is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the RPR has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the

Contractor shall, within 10 calendar days, submit a written claim to the RPR who will present it to the Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

END OF SECTION 50

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SECTION 60 CONTROL OF MATERIALS

60-01 Source of supply and quality requirements. The materials used in the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish documentation to the RPR as to the origin, composition, and manufacture of all materials to be used in the work. Documentation shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the RPR's option, materials may be approved at the source of supply before delivery. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

The Contractor shall furnish airport lighting equipment that meets the requirements of the specifications; and is listed in AC 150/5345-53, *Airport Lighting Equipment Certification Program* and *Addendum*, that is in effect on the date of advertisement.

60-02 Samples, tests, and cited specifications. All materials used in the work shall be inspected, tested, and approved by the RPR before incorporation in the work unless otherwise designated. Any work in which untested materials are used without approval or written permission of the RPR shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the RPR, shall be removed at the Contractor's expense.

Unless otherwise designated, quality assurance tests will be made by and at the expense of the Owner in accordance with the cited standard methods of ASTM, American Association of State Highway and Transportation Officials (AASHTO), federal specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids.

The testing organizations performing on-site quality assurance field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel. Unless otherwise designated, samples for quality assurance will be taken by a qualified representative of the RPR. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at their request after review and approval of the RPR.

A copy of all Contractor QC test data shall be provided to the RPR daily, along with printed reports, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, the Contractor shall submit a final report to the RPR showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

60-03 Certification of compliance/analysis (COC/COA). The RPR may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's COC 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 work must be accompanied by a certificate of compliance in which the lot is clearly identified. The COA is the manufacturer's COC and includes all applicable test results.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the RPR.

When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "or equal," the Contractor shall be required to furnish the manufacturer's certificate of compliance

for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

a. Conformance to the specified performance, testing, quality or dimensional requirements; and,

b. Suitability of the material or assembly for the use intended in the contract work.

The RPR shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

The RPR reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

60-04 Plant inspection. The RPR or their authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for acceptance of the material or assembly.

Should the RPR conduct plant inspections, the following conditions shall exist:

a. The RPR shall have the cooperation and assistance of the Contractor and the producer with whom the Contractor has contracted for materials.

b. The RPR shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.

c. If required by the RPR, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Place office or working space in a convenient location with respect to the plant.

It is understood and agreed that the Owner shall have the right to retest any material that has been tested and approved at the source of supply after it has been delivered to the site. The RPR shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

60-05 Engineer/ Resident Project Representative (RPR) field office. *See Section C-105.* ~~[The Contractor shall provide dedicated space for the use of the engineer, RPR, and inspectors, as a field office for the duration of the project. This space shall be located conveniently near the construction and shall be separate from any space used by the Contractor. The Contractor shall furnish water, sanitary facilities, heat, air conditioning, and electricity.]~~ **[** ~~An Engineer/RPR field office is not required.~~ **]**

60-06 Storage of materials. Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the RPR. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans and/or CSPP, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the RPR. Private property shall not be used for storage purposes without written permission of the Owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the RPR a copy of the property Owner's permission.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at their expense, except as otherwise agreed to (in writing) by the Owner or lessee of the property.

60-07 Unacceptable materials. Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the RPR.

Rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the RPR has approved its use in the work.

60-08 Owner furnished materials. The Contractor shall furnish all materials required to complete the work, except those specified, if any, to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified.

All costs of handling, transportation from the specified location to the site of work, storage, and installing Owner-furnished materials shall be included in the unit price bid for the contract item in which such Owner-furnished material is used.

After any Owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling, storage, or use of such Owner-furnished material. The Owner will deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage, or use of Owner-furnished materials.

END OF SECTION 60

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SECTION 70 LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

70-01 Laws to be observed. 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. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all their officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees. *The Contractor shall indemnify and hold harmless the City and Engineers.*

70-02 Permits, licenses, and taxes. 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 execution of the work.

70-03 Patented devices, materials, and processes. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. The Contractor and the surety shall indemnify and hold harmless the Owner, any 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, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the work.

70-04 Restoration of surfaces disturbed by others. The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) must be shown on the plans and is indicated as follows:

Owner	Contact	Phone Number
Fayetteville – Drake Field	Jared Rabren	(479) 718-7642
FAA Tech Ops	Samuel Morse	(479) 649-2477

Except as listed above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the RPR.

Should the Owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such Owners by arranging and performing the work in this contract to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the RPR, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

~~**70-05 Federal Participation**. The United States Government has agreed to reimburse the Owner for some portion of the contract costs. The contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator. No requirement of this contract shall be construed as making the United States a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.~~

70-06 Sanitary, health, and safety provisions. The Contractor's worksite and facilities shall comply with applicable federal, state, and local requirements for health, safety and sanitary provisions.

70-07 Public convenience and safety. The Contractor shall control their operations and those of their subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to their own operations and those of their own subcontractors and all suppliers in accordance with Section 40, paragraph 40-05, *Maintenance of Traffic,* and shall limit such operations for the convenience and safety of the traveling public as specified in Section 80, paragraph 80-04, *Limitation of Operations*.

The Contractor shall remove or control debris and rubbish resulting from its work operations at frequent intervals, and upon the order of the RPR. If the RPR determines the existence of Contractor debris in the work site represents a hazard to airport operations and the Contractor is unable to respond in a prompt and reasonable manner, the RPR reserves the right to assign the task of debris removal to a third party and recover the resulting costs as a liquidated damage against the Contractor.

70-08 Construction Safety and Phasing Plan (CSPP). The Contractor shall complete the work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP is on sheet(s) GC-001 to GC-105 of the project plans.

70-09 Use of explosives. The use of explosives is not permitted on this project.

70-10 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 markers until the Engineer/RPR 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, during the execution of the work, resulting from any act, omission, neglect, or misconduct in manner or method of executing the work, or at any time due to defective work or materials, and said responsibility shall not be released until the project has been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, the Contractor shall restore, at their expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

70-11 Responsibility for damage claims. The Contractor shall indemnify and hold harmless the Engineer/RPR and the Owner and their officers, agents, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of their own contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

70-12 Third party beneficiary clause. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create for the public or any

member thereof, a third-party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

70-13 Opening sections of the work to traffic. If it is necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such "phasing" of the work must be specified below and indicated on the approved Construction Safety and Phasing Plan (CSPP) and the project plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified.

Detailed phasing information is provided in the Construction Safety and Phasing Plan.

Upon completion of any portion of work listed above, such portion shall be accepted by the Owner in accordance with Section 50, paragraph 50-14, *Partial Acceptance*.

No portion of the work may be opened by the Contractor until directed by the Owner in writing. Should it become necessary to open a portion of the work to traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the RPR, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at their expense.

The Contractor shall make their own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

The Contractor must conform to safety standards contained AC 150/5370-2 and the approved CSPP.

Contractor shall refer to the plans, specifications, and the approved CSPP to identify barricade requirements, temporary and/or permanent markings, airfield lighting, guidance signs and other safety requirements prior to opening up sections of work to traffic.

70-14 Contractor's responsibility for work. Until the RPR's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with Section 50, paragraph 50-14, *Partial Acceptance*, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to 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 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 such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at their own expense. 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 planting, seeding, and sodding furnished under the contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

70-15 Contractor's responsibility for utility service and facilities of others. As provided in paragraph 70-04, *Restoration of Surfaces Disturbed by Others*, the Contractor shall cooperate with the owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and/or in the contract documents.

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of the responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the Owners of all utility services or other facilities of their plan of operations. Such notification shall be in writing addressed to "The Person to Contact" as provided in this paragraph and paragraph 70-04, *Restoration of Surfaces Disturbed By Others*. A copy of each notification shall be given to the RPR.

In addition to the general written notification provided, it shall be the responsibility of the Contractor to keep such individual Owners advised of changes in their plan of operations that would affect such Owners.

Prior to beginning the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such Owner of their plan of operation. If, in the Contractor's opinion, the Owner's assistance is needed to locate the utility service or facility or the presence of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's "Person to Contact" no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the RPR.

The Contractor's failure to give the two days' notice shall be cause for the Owner to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use hand excavation methods within 3 feet (1 m) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, the Contractor shall immediately notify the proper authority and the RPR and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the RPR continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to their operations whether due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or their own surety.

70-16 Furnishing rights-of-way. The Owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the Contractor's operations.

70-17 Personal liability of public officials. In carrying out any of the contract provisions or in exercising any power or authority granted by this contract, there shall be no liability upon the Engineer, RPR, their authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

70-18 No waiver of legal rights. Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or their surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill their obligations under the contract. A waiver on the part of the Owner 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 Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

70-19 Environmental protection. The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, asphalts, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

70-20 Archaeological and historical findings. Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during their operations, any building, part of a building, structure, or object that is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the RPR. The RPR will immediately investigate the Contractor's finding and the Owner will direct the Contractor to either resume operations or to suspend operations as directed.

Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in Section 40, paragraph 40-04, *Extra Work,* and Section 90, paragraph 90-05, *Payment for Extra Work*. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with Section 80, paragraph 80-07, *Determination and Extension of Contract Time*.

70-21 Insurance Requirements. *See Special Provisions.*

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SECTION 80 EXECUTION AND PROGRESS

80-01 Subletting of contract. The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Resident Project Representative (RPR).

The Contractor shall perform, with his organization, an amount of work equal to at least 25 percent of the total contract cost.

Should the Contractor elect to assign their contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner.

If requested, the Contractor shall provide copies of all subcontracts to the RPR 14 days prior to being utilized on the project. As a minimum, the information shall include the following:

- Subcontractor's legal company name.
- Subcontractor's legal company address, including County name.
- Principal contact person's name, telephone and fax number.
- Complete narrative description, and dollar value of the work to be performed by the subcontractor.
- Copies of required insurance certificates in accordance with the specifications.
- Minority/ non-minority status.

80-02 Notice to proceed (NTP). The Owners notice to proceed will state the date on which contract time commences. The Contractor is expected to commence project operations within 10 days of the NTP date. The Contractor shall notify the RPR at least 48 hours in advance of the time contract operations begins. The Contractor shall not commence any actual operations prior to the date on which the notice to proceed is issued by the Owner.

80-03 Execution and progress. Unless otherwise specified, the Contractor shall submit their coordinated construction schedule showing all work activities for the RPR's review and acceptance at least 10 days prior to the start of work *and in advance of the preconstruction meeting*. The Contractor's progress schedule, once accepted by the RPR, will represent the Contractor's baseline plan to accomplish the project in accordance with the terms and conditions of the Contract. The RPR will compare actual Contractor progress against the baseline schedule to determine that status of the Contractor's performance. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the RPR's request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the work be discontinued for any reason, the Contractor shall notify the RPR at least 48 hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the NTP is issued by the Owner.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a weekly ~~monthly~~ basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

80-04 Limitation of operations. The Contractor shall control their operations and the operations of their subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

When the work requires the Contractor to conduct their operations within an AOA of the airport, the work shall be coordinated with airport operations (through the RPR) at least 48 hours prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the RPR and until the necessary temporary marking, signage and associated lighting is in place as provided in Section 70, paragraph 70-08, *Construction Safety and Phasing Plan (CSPP)*.

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; and immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until satisfactory conditions are provided. The areas of the AOA identified in the Construction Safety Phasing Plan (CSPP) ~~and as listed below,~~ cannot be closed to operating aircraft to permit the Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently. ~~as follows:~~

The Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction and the approved CSPP.

80-04.1 Operational safety on airport during construction. All Contractors' operations shall be conducted in accordance with the approved project Construction Safety and Phasing Plan (CSPP) and the Safety Plan Compliance Document (SPCD) and the provisions set forth within the current version of AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a SPCD that details how it proposes to comply with the requirements presented within the CSPP.

The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks to assure compliance with the safety plan measures.

The Contractor is responsible to the Owner for the conduct of all subcontractors it employs on the project. The Contractor shall assure that all subcontractors are made aware of the requirements of the CSPP and SPCD and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved CSPP and SPCD unless approved in writing by the Owner. The necessary coordination actions to review Contractor proposed modifications to an approved CSPP or approved SPCD can require a significant amount of time.

80-05 Character of workers, methods, and equipment. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

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 the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the RPR, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the RPR, be removed immediately by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the RPR.

Should the Contractor fail to remove such person or persons, or fail to furnish suitable and sufficient personnel for the proper execution of the work, the RPR may suspend the work by written notice until compliance with such orders.

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 work shall not cause injury to previously completed work, adjacent property, or existing airport facilities due to its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless otherwise authorized by the RPR. If the Contractor desires to use a method or type of equipment other than specified in the contract, the Contractor may request authority from the RPR to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the RPR determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the RPR may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this paragraph.

80-06 Temporary suspension of the work. The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods the Owner may deem necessary, due to unsuitable weather, or other conditions considered unfavorable for the execution of the work, or for such time necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the written order to suspend work to the effective date of the written order to resume the work. Claims for such compensation shall be filed with the RPR within the time period stated in the RPR's order to resume work. The Contractor shall submit with their own claim information substantiating the amount shown on the claim. The RPR will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather or for any other delay provided for in the contract, plans, or specifications.

If it becomes necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. The Contractor shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

80-07 Determination and extension of contract time. The number of calendar days shall be stated in the proposal *(bid form)* and contract *(agreement)* and shall be known as the Contract Time.

If the contract time requires extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

80-07.1 Contract time based on calendar days. Contract Time based on calendar days shall consist of the number of calendar days stated in the contract counting from the effective date of the Notice to Proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between

the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

80-08 Failure to complete on time. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in paragraph 80-07, *Determination and Extension of Contract Time*) the sum specified in the contract and proposal as liquidated damages (LD) will be deducted from any money due or to become due the Contractor or their own surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

Details of liquidated damages are included in the Contract.

Construction time shall be as included in the Contract (Agreement). ~~The maximum construction time allowed for Schedules **[___]** will be the sum of the time allowed for individual schedules but not more than **[___]** days.~~ 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 wavier on the part of the Owner of any of its rights under the contract.

80-09 Default and termination of contract. The Contractor shall be considered in default of their contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons, if the Contractor:

a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or

b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or

c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or

d. Discontinues the execution of the work, or

e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or

f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or

g. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or

h. Makes an assignment for the benefit of creditors, or

i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Owner consider the Contractor in default of the contract for any reason above, the Owner shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the RPR of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are

acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the RPR will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

80-10 Termination for national emergencies. The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the RPR.

Termination of the contract or a portion thereof shall neither relieve the Contractor of their responsibilities for the completed work nor shall it relieve their surety of its obligation for and concerning any just claim arising out of the work performed.

80-11 Work area, storage area and sequence of operations. The Contractor shall obtain approval from the RPR prior to beginning any work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate work in accordance with the approved CSPP and SPCD.

END OF SECTION 80

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SECTION 90 MEASUREMENT AND PAYMENT

90-01 Measurement of quantities. All work completed under the contract will be measured by the RPR, or their authorized representatives, using United States Customary Units of Measurement.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet (0.8 square meters) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the RPR.

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

The term “lump sum” when used as an item of payment will mean complete payment for the work described in the contract. 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.

When requested by the Contractor and approved by the RPR in writing, material specified to be measured by the cubic yard (cubic meter) may be weighed, and such weights will be converted to cubic yards (cubic meters) for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the RPR and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

MEASUREMENT AND PAYMENT TERMS

Term	Description
Excavation and Embankment Volume	In computing volumes of excavation, the average end area method will be used unless otherwise specified.
Measurement and Proportion by Weight	The term “ton” will mean the short ton consisting of 2,000 pounds avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, independently certified scales by competent, qualified personnel at locations designated by the RPR. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the RPR directs, and each truck shall bear a plainly legible identification mark.
Measurement by Volume	Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.
Asphalt Material	Asphalt materials will be measured by the gallon or ton. When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights

Term	Description
	or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
Cement	Cement will be measured by the ton or hundredweight.
Structure	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
Timber	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
Plates and Sheets	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
Miscellaneous Items	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, 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.
Scales	Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end. Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than one pound. The use of spring balances will not be permitted. In the event inspection reveals the scales have been “overweighing” (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%. In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded. Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them. Scale installations shall have available ten standard 50-pound weights for testing the weighing equipment or suitable weights and devices for other approved equipment.

Term	Description
	All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.
Rental Equipment	Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 *Payment for Extra Work*.
Pay Quantities	When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

90-02 Scope of payment. The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the execution thereof, subject to the provisions of Section 70, paragraph 70-18, *No Waiver of Legal Rights*.

When the "basis of payment" subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

90-03 Compensation for altered quantities. When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in Section 40, paragraph 40-02, *Alteration of Work and Quantities,* will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from their own unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-04 Payment for omitted items. As specified in Section 40, paragraph 40-03, *Omitted Items,* the RPR shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the RPR omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the RPR's order to omit or non-perform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the RPR's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the RPR's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

90-05 Payment for extra work. Extra work, performed in accordance with Section 40, paragraph 40-04, *Extra Work*, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.

90-06 Partial payments. Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the RPR, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with paragraph 90-07, *Payment for Materials on Hand*. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

a. From the total of the amount determined to be payable on a partial payment, five percent (5%) of such total amount will be deducted and retained by the Owner for protection of the Owner's interests. Unless otherwise instructed by the Owner, the amount retained by the Owner will be in effect until the final payment is made except as follows:

(1) Contractor may request release of retainage on work that has been partially accepted by the Owner in accordance with Section 50-14. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by the Owner for partially accepted work.

(2) In lieu of retainage, the Contractor may exercise at its option the establishment of an escrow account per paragraph 90-08.

b. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. Contractor must provide the Owner evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

c. When at least 95% of the work has been completed to the satisfaction of the RPR, the RPR shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the RPR to be a part of the final quantity for the item of work in question.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in paragraph 90-09, *Acceptance and Final Payment*.

The Contractor shall deliver to the Owner a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the Owner may be compelled to pay in discharging any such lien or claim.

90-07 Payment for materials on hand. Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

a. The material has been stored or stockpiled in a manner acceptable to the RPR at or on an approved site.

b. The Contractor has furnished the RPR with acceptable evidence of the quantity and quality of such stored or stockpiled materials.

c. The Contractor has furnished the RPR with satisfactory evidence that the material and transportation costs have been paid.

d. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material stored or stockpiled.

e. The Contractor has furnished the Owner evidence that the material stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of their responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this paragraph.

90-08 Payment of withheld funds. At the Contractor's option, if an Owner withholds retainage in accordance with the methods described in paragraph 90-06 *Partial Payments*, the Contractor may request that the Owner deposit the retainage into an escrow account. The Owner's deposit of retainage into an escrow account is subject to the following conditions:

a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.

b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.

c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.

d. The Contractor shall obtain the written consent of the surety to such agreement.

90-09 Acceptance and final payment. When the contract work has been accepted in accordance with the requirements of Section 50, paragraph 50-15, *Final Acceptance*, the RPR will prepare the final estimate of the items of work actually performed. The Contractor shall approve the RPR's final estimate or advise the RPR of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the RPR shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the RPR's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the RPR's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered

by the Owner as a claim in accordance with Section 50, paragraph 50-16, *Claims for Adjustment and Disputes*.

After the Contractor has approved, or approved under protest, the RPR's final estimate, and after the RPR's receipt of the project closeout documentation required in paragraph 90-11, *Contractor Final Project Documentation*, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of Section 50, paragraph 50-16, *Claims for Adjustments and Disputes,* or under the provisions of this paragraph, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

90-10 Construction warranty.

a. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.

b. This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession.

c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by the Contractor.

d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

e. The Owner will notify the Contractor, in writing, within seven (7) days after the discovery of any failure, defect, or damage.

f. If the Contractor fails to remedy any failure, defect, or damage within 14 days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.

h. This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.

90-11 Contractor Final Project Documentation. Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the RPR approves the Contractor's final submittal. The Contractor shall:

a. Provide two (2) copies of all manufacturers warranties specified for materials, equipment, and installations.

b. Complete final cleanup in accordance with Section 40, paragraph 40-08, *Final Cleanup*.

c. Complete all punch list items identified during the Final Inspection.

d. Provide complete release of all claims for labor and material arising out of the Contract.

e. When applicable per state requirements, return copies of sales tax completion forms.

f. Manufacturer's certifications for all items incorporated in the work.

g. All required record drawings, as-built drawings or as-constructed drawings.

h. Security for Construction Warranty.

i. Equipment commissioning documentation submitted, if required.

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00 73 00 SPECIAL PROVISIONS

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SECTION A – FEDERAL AVIATION ADMINISTRATION REQUIREMENTS

A-01 CIVIL RIGHTS - GENERAL

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, religion, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

A-02 CIVIL RIGHTS – TITLE VI ASSURANCE

Title VI Solicitation Notice:
The Owner, 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 for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Compliance with Nondiscrimination Requirements:
During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Acts and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

    a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

    b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities:
During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq*.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in programs or Activities Receiving Federal Financial Assistance);

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq*.), (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) prohibit discrimination on the basis of disability in the operation of public entities, public and private

transportation systems, places of public accommodation, and certain testing entities as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq*).

A-03 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

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SECTION B – STATE TERMS AND CONDITIONS

B-01 GENERAL

The intent of this section is to outline the requirements set forth by the State of Arkansas; however, this section does not claim to include all State laws. All requirements set for by the State of Arkansas for bidding and construction shall be included by reference herein. If for any reason that the Federal and/or State requirements conflict with the requirements set forth in this contract, the more stringent of the requirements shall govern.

B-02 BIDDING

B-02.01 Act 150 of 1965, as amended, has been interpreted, by the State Contractor's Licensing Board, to require a contractor to have a current Arkansas contractor's license in order to submit a valid bid for work when the cost thereof is fifty thousand dollars ($50,000) or more.

B-02.02 Act 159 of 1949, as amended, requires the bidder to list his mechanical, plumbing, electrical, and roofing and sheet metal subcontractors.

B-03 BONDING

Bonding shall be executed pursuant to the terms of Arkansas Code Annotated §§ 18-44-501 et. Seq., as amended.

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SECTION C – LOCAL TERMS AND CONDITIONS

C-01 CONTRACTOR'S INSURANCE

Contractor shall obtain insurance of the types and in the amounts described below, but in no event shall such limits be less than those required by applicable law. The insurance shall be written by insurance companies and on forms acceptable to Owner.

Owner and Garver, LLC shall be included as an insured under the CGL, (using ISO Additional Insured Endorsement CG 20 10 11 85 or a substitute providing equivalent coverage), and under the commercial automobile liability (using ISO Additional Insured Endorsement CA 2048 or a substitute providing equivalent coverage), and commercial umbrella, if any. This insurance, including insurance provided under the commercial umbrella, if any, shall apply as primary and non-contributory insurance with respect to any other insurance or self-insurance programs afforded to, or maintained by, Owner.

C-01.1 Commercial General and Umbrella Liability Insurance: Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance, with a limit of not less than $2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the Project.

CGL insurance shall be written on ISO occurrence form CG 20 10 (11-85) (or a substitute combination of the following forms CG 20 10 (10-01) and CG 20 37 (10-01) providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury and liability assumed under an insured contract.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, or amending the contractual coverage in the ISO occurrence form.

CGL insurance shall be written with an ISO form CG 25 03 05 09 Designated Construction Project(s) General Aggregate Limit or a substitute form providing equivalent coverage.

C-01.2 Continuing CGL Coverage: Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance, with a limit of not less than $2,000,000 each occurrence for at least 3 years following substantial completion of the Work.

Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed Work equivalent to that provided under ISO form CG 00 01.

C-01.3 Commercial Auto and Umbrella Liability Insurance: Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than $1,000,000 each accident.

Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos).

Commercial auto coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

If the Contract Documents require Contractor to remove and haul hazardous waste from the Project site, or if the Project involves such similar environmental exposure, pollution liability coverage equivalent to that provided under the ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement (CA 99 48) shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

C-01.4 Workers' Compensation Insurance: Contractor shall maintain workers' compensation and employer's liability insurance in accordance with statutory limits.

The employer's liability, and if necessary commercial umbrella, limits shall not be less than $500,000 each accident for bodily injury by accident or $500,000 each employee for bodily injury by disease.

If Contractor leases its employees, the alternate employer endorsement (WC 00 03 01 A) shall be attached showing Owner in the schedule as the alternate employer.

Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement shall be attached to the policy.

Where applicable, Nonappropriated Fund Instrumentalities Act (NFIA) shall be attached to the policy. NFIA extends the coverage of the Longshore and Harbor Workers' Compensation Act to civilian employees working on United States military bases throughout the world who are not paid with funds appropriated by Congress. These employees, working in facilities operated for the comfort, contentment, and improvement of armed forces personnel, are instead compensated with funds generated from earnings of their facility.

Where applicable, Outer Continental Shelf Lands Act Endorsement shall be attached to the policy.

Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.

If project is located in a state where workers compensation is secured via monopolistic state funds, include evidence of the "Stop Gap" endorsement to the general liability policy.

C-01.5 Property Insurance: If applicable, Contractor shall purchase and maintain property insurance for the Work. Such insurance shall be written in an amount at least equal to the initial contract sum as well as subsequent modifications of that sum. The insurance shall apply on a replacement cost basis. If the insurance obtained in compliance with this paragraph is builders risk insurance, coverage shall be written on a completed value form.

The property insurance as required above shall name as insureds the Owner, Contractor, and all subcontractors and sub-subcontractors on the Project.

C-01.6 Primary and Non-contributory: Contractor agrees that the insurance listed above, including insurance provided under the commercial umbrella, if any, shall apply as primary and non-contributory insurance with respect to any other insurance or self-insurance programs afforded to, or maintained by, Owner.

C-01.7 Waiver of Subrogation: Contractor waives all rights against the Owner and Garver, LLC and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability, commercial umbrella liability insurance, automobile liability insurance and workers compensation insurance maintained pursuant to paragraph C-01 of this agreement.

C-01.8 No Implied Waiver: Contractor shall furnish certifications matching the coverage requirements. Failure of Owner or Engineer to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Owner or Engineer to identify a deficiency from evidence that is provided shall not be construed as a waiver of the contractors obligations to furnish and maintain such insurance, or as a waiver to the enforcement of any of the provisions at a later date.

Any waiver of the contractor's obligation to furnish such certificate or maintain such evidence must be by written change order and signed by a Managing Member (Officer) of the Engineer and the Owner.

C-01.9 Cancellation, Non-Renewal, and/or Impairment Notification: The Contractor shall not cause any insurance policy to be cancelled or permit it to lapse and all insurance policies shall include an endorsement to the effect that the insurance policy or certificate shall not be subject to cancellation or to a reduction in the required limits of liability or amounts of insurance until notice has been mailed to the Owner and Engineer, stating the date when such cancellation or reduction shall be effective, which date shall not be less than (60) days after such notice.

The amount shown in the bid item for the Owner's Protective Insurance shall include that amount of additional premium required for obtaining Owner's and Engineer's Protective Liability insurance for the Owner and Garver, LLC. The Engineer has the right to request justification from the contractor for the full amount of the cost included under the items "Owner's Protective Insurance".

Notice shall be sent via email and regular mail to the following persons and addresses:

Owner:
City of Fayetteville
Jared Rabren
4600 S. School Avenue
Fayetteville, AR 72701
jrabren@fayetteville-ar.gov

Garver:
Chase Allison
4300 South JB Hunt Drive, Suite 240
Rogers, AR 72758
CKAllison@GarverUSA.com

C-01.10 Sample Certificate of Liability Insurance:

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
(must be dated)

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

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

PRODUCER Agency Name Agency Address www.stephens.com	CONTACT NAME: Agency contact PHONE (A/C, No, Ext): Agency ph# FAX (A/C, No): E-MAIL ADDRESS: Agency contact email address
INSURED Named Insured on the policies	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Carrier Name (AM Best Rating) INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY							
	✓ COMMERCIAL GENERAL LIABILITY	X	X	XXXXXXXXXX			EACH OCCURRENCE	$ 5,000,000
	CLAIMS-MADE ✓ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 5,000,000
	POLICY ✓ PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 5,000,000
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	✓ ANY AUTO	X	X	XXXXXXXXXXX			BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	✓ HIRED AUTOS / ✓ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
								$
	✓ UMBRELLA LIAB ✓ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE	X	X	XXXXXXXXXXX			AGGREGATE	$
	DED RETENTION $ XXXXX			Umbrella / Excess only if needed to meet the required underlying General Liability limit				$
								$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						✓ WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A		X	XXXXXXXXXXX			E.L. EACH ACCIDENT	$ 500,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 500,000
				XXXXXXXXXXX				

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

Owner & Garver, LLC shall be included as an Additional Insured by endorsement #CG2010(11/85) on the General Liability and #CA2048 on the Automobile and Umbrella or substitute endorsement providing equivalent coverage. Coverage shall be Primary and non-contributory with respect to any other insurance or self-insurance programs afforded to the Owner and Garver LLC. Waiver of Subrogation applies in favor of the Owner and Garver LLC on all policies. 60 day notice will be provided to the Owner and Garver LLC in the event of cancellation, non-renewal and/or impairment of the Contractor's policies .

CERTIFICATE HOLDER	CANCELLATION
Owner and Garver LLC	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE (must be signed by the Contractor's Insurance Agent)

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C-02 UTILITIES

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.

Underground utilities exist within and adjacent to the limits of construction. An attempt has been made to locate these utilities on the plans. However, all existing utilities may not be shown and the actual locations of the utilities may vary from the locations shown.

The Contractor shall be responsible for the protection of all existing utilities, structures, equipment, or improvements crossed by or adjacent to his construction operations. Where existing utilities, service lines, structures, equipment, etc. are cut, broken, or damaged, the Contractor shall replace or repair immediately these items with the same type of original material and construction or better, at his own expense to the satisfaction of the Owner and the Engineer. After damage discovery, the Contractor shall immediately coordinate with the Owner and the Engineer on the complete repair and/or replacement work required. Following written notice of work required, the Contractor shall expeditiously begin and finish this work with all labor and materials required. All repair and/or replacement work, labor, and materials shall be supplied and installed by the Contractor. If the Contractor fails to promptly perform the repair work and correct all deficiencies, the Owner shall have the option of remedying the defects and any expenses incurred by the Owner shall be withheld from the Contractor's payments.

C-03 LEGAL HOLIDAYS

Holidays that shall be observed are the following: New Year's Day (January 1); Dr. Martin Luther King Jr.'s Birthday (3rd Monday in January); President's Day (3rd Monday in February); Memorial Day (last Monday in May); Juneteenth (June 19); Independence Day (July 4); Labor Day (1st Monday in September); Columbus Day (2nd Monday in October); Thanksgiving Day (4th Thursday in November); Day after Thanksgiving (Friday following Thanksgiving); Christmas Eve (December 24); and Christmas Day (December 25). If a holiday falls on a Saturday or Sunday, the observed day shall be the Friday preceding the Saturday or the Monday following the Sunday. No construction observation will be furnished on legal holidays or Sundays, except in an emergency. The Contractor shall observe these legal holidays and all Sundays, and no work shall be performed on these days except in an emergency. Calendar day contract time includes delays for all holidays. Refer to Section C-06 for more information.

C-04 PROJECT CLEANUP

From time to time, the Contractor shall clean up the site, including any work areas at the airport, in order that the site presents a neat appearance and the progress of the work not be impeded. One such period of clean up shall immediately precede final inspection.

Immediately following acceptance of the work by the Owner, the Contractor shall remove all temporary plant, equipment, surplus materials, and debris resulting from his operations, and leave the site in a condition fully acceptable to the Owner.

C-05 PROJECT MEETINGS AND COORDINATION

A preconstruction conference will be called by the Engineer at a time convenient to the Owner and before the issuance of the "Notice to Proceed". The Engineer and the Contractor and such subcontractors as the Contractor may desire shall attend this meeting with the Owner.

The Owner and/or Engineer will call such coordination conferences as may seem expedient to him for the purpose of assuring coordination of the work covered by this Contract. The Contractor shall attend all such conferences. This in no way relieves the Contractor of his responsibility to fully coordinate his work under this Contract.

C-06 LIQUIDATED DAMAGES FOR DELAY

Extensions of time for completion, under the condition of 3(a) next below, will be granted; extensions may be granted under other stated conditions:

1. If the satisfactory execution and completion of the Contract shall require work or material in greater amounts or quantities than those set forth in the Contract, then the Contract time shall be increased in the same proportion as the additional work bears to the original work contracted for.

2. An average or usual number of inclement weather days, when work cannot proceed, is to be anticipated during the construction period and is not to be considered as warranting extension of time. These include days with a mean temperature lower than 32° F and days with more than 0.1" of precipitation. Days with more than 0.5" of precipitation are counted as two days. The days included in the contract time for Normal Weather-Related Events and holidays are as follows:

(On A Monthly Basis)

Month	Normal Weather-Related Events	Holidays
January	13	2
February	12	1
March	9	0
April	6	0
May	8	1
June	8	1
July	6	1
August	7	0
September	6	1
October	7	1
November	7	2
December	14	2

If, however, it appears that the Contractor is delayed by conditions of weather, outside of normal weather-related events detailed in the proceeding table, extensions of time may be granted.

3. Should the work under the Contract be delayed by other causes which could not have been prevented or contemplated by the Contractor, and which are beyond the Contractor's power to prevent or remedy, an extension of time may be granted. Such causes of delay shall include but not necessarily be limited to the following:

   a. Acts of God, acts of the public enemy, acts of the Owner except as provided in these Specifications, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

   b. Any delays of Subcontractors or suppliers occasioned by any of the causes specified above.

The Engineer or other authorized representative of the Owner shall keep a written record sufficient for determination as to the inclusion of that day in the computation of Contract time. This record shall be available for examination by the Contractor during normal hours of work as soon as feasible after the first of each construction month. In case of disagreement between the representative of the Owner and the

Contractor, as to the classification of any day, the matter shall be referred to the Owner whose decision shall be final.

If the Contractor finds it impossible for reasons beyond his control to complete the work within the Contract time as specified, or as extended in accordance with the provisions of this subsection, he may, at any time prior to the expiration of the Contract time as extended, make a written request to the Engineer for an extension of time setting forth the reasons which he believes will justify the granting of his request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Engineer finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, he may recommend to the Owner that the contract time be extended as conditions justify. If the Owner extends the contract, the extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

The amount of all extensions of time for whatever reason granted shall be determined by the Owner. In general, only actual and not hypothetical days of delay will be considered. The Owner shall have authority to grant additional extensions of time as the Owner may deem justifiable.

C-07 CARE OF WORK

The Contractor shall avoid damage, as a result of his operations, to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, equipment, etc., and he shall at his own expense completely repair any damage thereto caused by his operations, to the satisfaction of the Owner and Engineer. After damage discovery, the Contractor shall immediately coordinate with the Owner and the Engineer on the complete repair and/or replacement work required. Following written notice of work required, the Contractor shall expeditiously begin and finish this work with all labor and materials required. All repair and/or replacement work, labor, and materials shall be supplied and installed by the Contractor. If the Contractor fails to promptly perform the repair work and correct all deficiencies, the Owner shall have the option of remedying the defects and any expenses incurred by the Owner shall be withheld from the Contractor’s payments.

C-08 QUALITY ASSURANCE/MATERIALS TESTING

The Owner shall be responsible for quality assurance testing as stated in theses specifications; however, the Contractor shall be responsible for payment of any subsequent tests made necessary by previous unsatisfactory tests. In this event, the Owner’s quality assurance representative shall conduct the additional testing and payment for such tests shall be directly deducted from the Contractor’s payment. The Contractor shall pay for additional testing at the Owner’s contract rate.

C-09 RECORD DOCUMENTS

The Contractor shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, Shop Drawings and samples at the site, in good order, and annotated to show all changes made during the construction process. In addition, the Contractor shall note any differences between locations of underground existing facilities shown in the plans and the actual location located during construction. These record documents shall be available to the Engineer for examination and shall be delivered to the Engineer upon completion of the work.

C-10 CONTRACTOR/SUBCONTRACTOR/SUPPLIER LEGAL DISPUTES

Any fees, expenses, charges, fines or other costs borne by the Owner as a result of legal disputes or lawsuits between the contractor and his subcontractors, or between the contractor and his suppliers, shall be deducted from monies due or which may thereafter become due the contractor.

C-11 GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements embraced in this contract by the Owner or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting there, which shall appear within a period of 12 months from the date of final acceptance of the work. The Contractor will be responsible for all costs associated with construction observation and oversight for the repair work. The Owner will give notice of defective materials and work with reasonable promptness. In the event repair work is required, the Contractor shall remedy any defects and pay for any damage to other work resulting there, which shall appear within a period of 12 months from the date of the acceptance of the repair work.

C-12 CONTRACTOR'S RELEASE AND AFFIDAVIT

At the project's completion, the Contractor shall execute the attached Release and Lien Waiver to release all claims against the Owner arising under and by virtue of his Contract. The date of the Release shall be that agreed to for the final acceptance of the project with the Owner.

C-13 SUBMITTALS

The Contractor shall prepare and submit information required by the individual Specification sections sufficiently in advance of the related work to allow an appropriate review time by the Engineer. The types of submittals are indicated in the individual Specification sections.

During the preconstruction conference, the Contractor shall review his submittal schedule and procedures. The Contractor shall provide one of the following submittal package types:

1. Submit electronic submittals via email as PDF electronic files directly to the Engineer's designated representative, or post these PDF electronic files directly to the Engineer's FTP site specifically established for this project. Electronic submittals shall be in Adobe Acrobat (*.PDF) format and shall be legible when printed.

Submittals shall be neat, organized, and easy to interpret. Assemble complete submittal package into a single indexed electronic file, incorporating submittal requirements of an individual Specification section, the transmittal form with unique submittal numbering system, and electronic links or tabs enabling navigation to each item. Unless approved otherwise by the Engineer, all submittals for the individual Specification section shall be submitted at one time.

Submittals must come directly from the Prime Contractor; submittals from subcontractors or suppliers will not be reviewed.

Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review. Faxed submittals or submittals with extremely small or otherwise unreadable print will not be accepted. Submittals not required by the Contract Documents will be returned by the Engineer without action.

The Contractor shall be responsible for payment of any subsequent submittal reviews beyond the second iteration of a specific item as indicated by the construction submittal log. In this event, the Owner's representative shall conduct the submittal review and payment for the submittal review shall be directly deducted from the Contractor's payment. The Contractor shall pay for additional submittal reviews at the Owner's contract rate.

The Contractor shall retain complete copies of submittals on project site. Use only final submittals that are marked with approval notation from Engineer's submittal review stamp with comments form.

Resubmittals shall continue the unique, sequential, submittal numbering system. Resubmittals without unique numbering, example resubmittals transmitted as 005A or 005REV, are unacceptable and will be returned un-reviewed.

END OF SPECIAL PROVISIONS

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RELEASE OF LIEN

FROM: Contractor's Name: _____

Address: _____

TO: Owner's Name: _____

Address: _____

DATE OF CONTRACT: _____

Upon receipt of the final payment and in consideration of that amount, the undersigned does hereby release the Owner and its agents from any and all claims arising under or by virtue of this Contract or modification thereof occurring from the undersigned's performance in connection with the

_____

project.

Contractor's Signature: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

_____
Notary Public

My Commission Expires:

_____

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CONTRACTOR'S AFFIDAVIT

FROM: Contractor's Name: _____

Address: _____

TO: Owner's Name: _____

Address: _____

DATE OF CONTRACT: _____

I hereby certify that all claims for material, labor, and supplies entered into contingent and incident to the construction or used in the course of the performance of the work on the

_____

project have been fully satisfied.

Contractor's Signature: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

_____
Notary Public

My Commission Expires:

_____

The Surety Company consents to the release of the retained percentage on this project with the understanding that should any unforeseen contingencies arise having a right of action on the bond that the Surety Company will not waive liability through the consent to the release of the retained percentage.

Dated: _____

Surety Company: _____

By: _____
Resident Agent, State of Arkansas

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ITEM SS-100 CONSTRUCTION SAFETY AND PHASING PLAN (CSPP)

DESCRIPTION

100-1.1 This item includes notes in reference to construction safety and phasing for the project. This item shall be used in conjunction with all Construction Safety Drawings and Construction Safety and Phasing Notes in the plans.

CONSTRUCTION SAFETY AND PHASING NOTES

100-2.1 Coordination.

a. Contractor Progress Meetings - The Owner, Engineer, and Contractor will hold progress meetings on a coordinated schedule during construction. Operational safety will be a standing agenda item in such meetings.

b. Scope or Schedule Changes - The Owner and/or Engineer will call such coordination conferences as may seem expedient to him for the purpose of assuring coordination of the work covered by this contract and/or scope or schedule changes. The Contractor shall attend all such conferences. Changes in the scope or duration of the project may necessitate revisions to the CSPP and review and approval by the airport operator and the FAA.

100-2.2 Phasing. During performance of this project, the airport's runways, taxiways, and aircraft parking aprons shall remain in use by aircraft to the maximum extent possible. The project is phased to reduce operational impacts at the airport.

a. Phase Elements – If necessary for each phase, the construction safety drawings detail the areas closed to aircraft operations, estimated duration of closures, taxi routes, ARFF access routes, construction staging areas, construction access and haul routes, NAVAID impacts, lighting and marking changes, available runway length, declared distances, hazard marking and lighting, and required lead time for NOTAMS.

b. Construction Safety Drawings – See sheets GC series plans of the construction plans for construction safety drawings.

100-2.3 Areas of operations affected by construction activity.

a. Identification of Affected Areas – See Sheet GC001 in the plans for areas affected by construction for each phase.

b. Mitigation Efforts - See the table above and the construction safety drawings for mitigation efforts of operations affected by construction.

100-2.4 Protection of navigation aids (NAVAIDs). The Contractor must not conduct any construction activity within navigational aid restricted areas without prior approval from the local FAA Airway Facilities Sector representative. Navigational aids include instrument landing system components, very high-frequency omni-directional range stations, and airport surveillance radar. Such restricted areas are depicted on the construction safety drawings.

100-2.5 Contractor access.

a. Location of Stockpiled Materials - No personal vehicles of contractor's employees will be allowed inside the secured area of the airport beyond the staging area. All material deliveries shall be received in

the staging area reserved by the contractor. No delivery trucks will be allowed access to a secured area of the airport beyond this staging area. Stockpiled materials and equipment are not permitted within the active runway safety area and obstacle free zone. The contractor shall receive approval from the Engineer and FAA air spacing office prior to locating stockpiles or equipment within the object free area, safety area, or obstacle free zone. No stockpile shall be greater than 15-ft in height.

b. Vehicle and Pedestrian Operations - See the construction safety drawings for construction site parking, equipment storage areas, and access and haul routes. Vehicular traffic shall always yield to aircraft traffic.

When any vehicle, other than one that has prior approval from the airport operator, must travel over any portion of an aircraft movement area, it will be escorted and properly identified. To operate in those areas during daylight hours, the vehicle must have a flag or beacon attached to it. Any vehicle operating on the movement areas during hours of darkness or reduced visibility must be equipped with a flashing dome-type light, the color of which is in accordance with local or state codes.

All construction vehicles shall be clearly identified for control purposes by prominently displaying the company name on each side of the vehicle. The identification symbols should be a minimum 8-inch block-type characters of a contrasting color and easy to read. They may be applied either by using tape or a water-soluble paint to facilitate removal. Magnetic signs are also acceptable. In addition, vehicles must display identification media.

At 14 CFR Part 139 certified and towered airports, all vehicle operators having access to the movement area must be familiar with airport procedures for the operation of ground vehicles and the consequences of noncompliance or be escorted by someone who is.

c. Airport Security - Personnel entering the secured area must be in possession of and display a valid airport identification badge at all times or must be escorted by a person with a valid airport identification badge. If a temporary badge is issued by the airport, construction personnel shall be in possession of photo identification at all times. Any person who is escorting individuals must be in direct control of the escorted individuals at all times. Any person who has been issued a badge, but is not in possession of the badge, may not enter the secured area of the airport. Airport identification badges may be obtained at the location during regular scheduled times for issuance of badges. There is a $10.00 charge for issuance of the badge. Any badges that are lost will be subject to a $10.00 charge and all badges must be returned to the airport upon completion of the project unless directed otherwise by the airport. Any fine, including any and all associated costs, assessed the airport for failure to maintain security of the airport which are a result of the negligence of the prime contractor, any of his subcontractors, or any supply/delivery personnel, will be assessed to the prime contractor and shall be deducted from any monies due him.

d. Two-Way Radio Communications - Vehicular traffic located in or crossing an active movement area must have a working two-way radio in contact with the control tower or be escorted by a person in radio contact with the tower. The driver, through personal observation, should confirm that no aircraft is approaching the vehicle position. Construction personnel may operate in a movement area without two-way radio communication provided a NOTAM is issued closing the area and the area is properly marked to prevent incursions. Two-way radio communications are required between Contractor personnel and the Airport Traffic Control Tower (UNICOM/CTAF Frequency 128.00 between the hours of 0600 and 2200. The Contractor is required to monitor the common traffic advisory frequency (CTAF) while the airport traffic control tower is closed (CTAF Frequency: 128.00) between the hours of 2200 and 0600.

e. Control of Gates - The Contractor shall be responsible for maintaining the security of the access gates by keeping the access gate locked or guarded at all times. Should the Contractor fail, at any time, to keep the access gate locked or guarded, there shall be a fine of $200.00 assessed to the Contractor, for each occurrence that the Contractor fails to maintain the security of the access gate. All fines

assessed to the Contractor shall be deducted from any monies due to him/her.

100-2.6 Wildlife management. The Contractor shall also review AC 150/5200-33, hazardous wildlife attractants on or near airports, and CertAlert 98-05, grasses attractive to hazardous wildlife (www.faa.gov). The Contractor shall carefully control and continuously remove waste or loose materials that might attract wildlife. Contractor personnel must be aware of and avoid construction activities that can create wildlife hazards on airports. The contractor shall mitigate the following items.

a. Trash - The Contractor shall perform trash clean-up on a daily basis.

b. Standing Water - The Contractor provide temporary drainage during construction to avoid standing water.

c. Tall Grass and Seeds - The Contractor shall adhere to the requirements of Section T-901, Seeding of the contract documents and specifications.

d. Poorly Maintained Fencing and Gates - The Contractor shall immediately report any damage to gates or fences. The Contractor will be responsible for repairs to any gates or fences caused by negligence by the Contractor.

e. Disruption of Existing Wildlife Habitat - The Contractor shall notify the airport immediately of any wildlife sightings.

100-2.7 Foreign object debris (FOD) management.

The Contractor shall ensure that the pavement surfaces in the active movement area are kept clean from dirt, mud, and other debris from the Contractor's equipment. Frequent clean up in the vicinity of Contractor's work areas is required.

The Contractor shall require vehicle operators to check tires prior to traversing active airfield pavement. Any material tracked onto an active airfield pavement by construction equipment shall be immediately removed. See AC 150/1510-24, foreign object debris (FOD) management (www.faa.gov) for further instruction.

100-2.8 Hazardous materials (HAZMAT) management.

If any construction vehicle or equipment is operated within airport property, the Contractor must be adequately prepared to expeditiously contain and clean-up spills resulting from fuel or hydraulic fluid leaks. Special care must also be taken when handling or transporting hazardous materials on airport property. The contractor shall notify the Engineer immediately after any hazardous material spill. Management of hazardous wastes must strictly follow the most current stringent Federal, State and local regulations governing treatment, storage, and disposal. See AC 150/5320-15, management of airport industrial waste (www.faa.gov), for further instruction.

100-2.9 Notification of construction activities.

a. Notices to Air Missions (NOTAM) - Before beginning any construction activity, the Contractor must, through the airport operator, give notice using the NOTAM system of proposed location, time, and date of commencement of construction. Upon completion of work and return of all such areas to standard conditions, the Contractor must, through the airport operator, verify the cancellation of all notices issued via the NOTAM system.

b. Emergency Notification Procedures - In the event of an emergency, the Contractor shall call 911 and immediately notify the Engineer and airport staff.

c. Coordination with ARFF personnel - Any deactivation of water lines or hydrants, rerouting of access routes, or use of hazardous materials on the airfield shall be coordinated and approved by the airport's ARFF personnel prior to execution of such activities.

d. Notification to the FAA - The Contractor shall ensure, through the Engineer, that all construction equipment over 15-ft in height is air spaced through the appropriate FAA regional or district office prior to using such equipment on site.

e. Shutdown of any FAA owned NAVAID shall be coordinated with the FAA ATO 45 days prior to the proposed shutdown. The Contractor shall provide an additional seven days advance notice to the airport to coordinate with the FAA ATO Tech Ops office responsible for the FAA facilities. Shutdown of an Airport owned and FAA maintained NAVAID of 24 hours or greater, or more than 4 hours daily on consecutive days, shall be coordinated with the FAA ATO a minimum of 45 days prior to the shutdown.

100-2.10 Inspection requirements.

a. Daily Inspections – The Contractor shall perform daily safety inspections to verify all construction operations are in conformance with the CSPP.

b. Interim Inspections – Prior to opening any portion of the airport to traffic, the Contractor, Engineer, and airport operator shall perform a safety inspection of the area to be opened to traffic to verify conformance with the CSPP and FAA standards

c. Final Inspections – At the completion of the project, the Contractor, Engineer, airport operator, and, if necessary, FAA shall perform a final safety inspection to verify conformance with the plans and specifications.

100-2.11 Underground utilities. Underground utilities exist within and adjacent to the limits of construction. An attempt has been made to locate these utilities on the plans. However, all existing utilities may not be shown and the actual locations of the utilities may vary from the locations shown. Prior to beginning any type of excavation, the contractor shall contact the utilities involved and make arrangements for the location of the utilities on the ground. The contractor shall maintain the utility location markings until they are no longer necessary.

Arkansas state law, the underground facilities damage prevention act, requires two working days advance notification through the one-call system center before excavating using mechanized equipment or explosives (except in the case of an emergency). The one-call system phone number is 1-800-482-8998. The contractor is advised that there is a severe penalty for not making this call. Not all utility companies are members of the Arkansas one-call system; therefore, the contractor is advised to contact all non-member utilities as well as the one-call system.

100-2.12 Penalties. Failure of the Contractor (including employees) or any of his subcontractors (including employees) to comply with ATCT instructions, or any of the other requirements of the airport while operating on airport property, shall be subject to the following:

a. First Offense – Written warning.

b. Second Offense – The Contractor shall receive a fine of $1,000.00, and the vehicle operator will receive a loss of driving privileges on the airport. In addition, any fines or penalties imposed on the airport as a result of the incident will be assessed to the Contractor.

c. Third Offense – Work will be suspended. The Contractor (including employees) and any of his subcontractors (including employees) who will operate ground vehicles on the airport shall successfully complete, for a second time, formalized airport safety training, to be conducted by airport staff. When the contractor's employees have completed airport safety training to the satisfaction of the owner, work may

continue at the discretion of the Owner.

100-2.13 Special conditions. None Noted.

100-2.14 Runway and taxiway visual aids.

a. General - All airport markings, lighting, signs, and visual NAVAIDs that are in operation must be clear from all obstructions. All temporary markings, signs, lights, or other visual aids must be secured in place to prevent damage or displacement by prop wash, jet blast, wing vortices, or other wind currents.

b. Markings - All temporary or permanent runway and taxiway visual aids shall conform to the requirements of the most recent edition of FAA AC 150/5340-1 (www.faa.gov). Markings for this project include the following:

i. Temporarily Closed Taxiways – The Contractor shall be responsible for furnishing, installing, and maintaining taxiway closure markers at the entrance to the closed taxiway from the adjacent runway. The taxiway closure markers shall be installed inside the runway safety area. The contractor shall also furnish and install low profile barricades at the entrance to the closed taxiway from an adjacent taxiway. Barricades shall be installed outside all active taxiway safety areas. See details on construction safety drawings for closed taxiway marker and low-profile aircraft barricade details.

c. Lighting and Visual Aids – All temporary lighting for runway and taxiway systems shall conform to the requirements of the most recent edition of FAA AC 150/5340-30 and 150/5345-50 (www.faa.gov). The contractor shall be responsible for disconnecting isolation transformers associated with any runway or taxiway light fixtures that are being disconnected.

All construction, alteration, or removal of FAA owned equipment shall be in accordance with the requirements set forth in the approved FAA reimbursable agreement. No work shall be completed on FAA owned equipment prior to completion of the FAA reimbursable agreement.

d. Existing Signs - Any sign that is not performing its normal function must be covered or removed to prevent misleading pilots, with the exception of runway holding position signs which shall remain operational if the area is still open to access to vehicular traffic.

100-2.15 Marking and signs for access routes. The contractor shall be responsible for supplying and installing all necessary markings and signage for all access routes to and from the site to be used by contractor personnel, subcontractor personnel, or delivery operations. All signage in the air operations area shall be frangible mounted.

100-2.16 Hazard marking and lighting.

a. Purpose - Hazard marking and lighting prevents pilots from entering areas closed to aircraft and prevents contractor personnel from entering areas open to aircraft.

b. Equipment - The contractor shall furnish, install, and maintain low-profile barricades in hazardous areas inside movement areas. Barricades shall restrict access and make hazards obvious to aircraft, personnel, and vehicles. During periods of low visibility and at night, barricades shall be equipped with red flashing or steady burning lights. The spacing of barricades shall be such that a breach is physically prevented barring a deliberate act. If barricades are intended to prevent pedestrians, then they shall be linked. See details on construction safety drawings for low-profile aircraft barricade detail.

100-2.17 Work zone lighting for nighttime construction. All work conducted at night shall be accompanied by adequate light facilities to complete the work. All light facilities shall be aimed or shielded

as necessary to avoid impacting aircraft or ATCT operations. The Contractor shall be required to submit a lighting plan showing the location and aiming direction of all light facilities prior to the completion of any night work.

100-2.18 Protection of safety areas, object free areas, object free zones, and approach/departure surfaces.

a. Runway Safety Areas (RSA) - No work shall be permitted within an active RSA. If required, adjustments to the RSA dimensions through restricted operations shall be coordinated with the FAA airports regional or district office prior to construction. The Contractor shall ensure adequate distance protection for blast projection, as needed. All open trenches or excavations within the limits of the RSA shall be back filled or covered prior to opening the runway to operations. In addition, erosion control measures shall be provided in the RSA to prevent ruts, humps, or depressions inside the limits of the RSA.

b. Runway object free areas (ROFA) - No material shall be stockpiled inside the limits of the active ROFA unless approved by air spacing through the appropriate FAA airports regional or district office.

c. Taxiway safety areas (TSA) - No work shall be permitted within an active TSA. If required, adjustments to the taxiway TSA dimensions through restricted operations shall be coordinated with the FAA airports regional or district office prior to construction. All open trenches or excavations within the limits of the TSA shall be back filled or covered prior to opening the taxiway to operations, with the exception of straight segments meeting the requirements of FAA AC 150/5370-2. In addition, erosion control measures shall be provided in the TSA to prevent ruts, humps, or depressions inside the limits of the TSA.

d. Taxiway Object Free Areas (TOFA) - No construction shall be permitted inside an active TOFA unless the taxiway has been restricted to operations requiring a TOFA equal to that of the TOFA available. If required, construction may be permitted inside the TOFA if the taxiway centerline markings are offset with centerline reflectors or lighting, or appropriate NOTAMs are issued. Construction may also be permitted inside the TOFA if a five foot wing tip clearance is maintained for all construction equipment and vehicles. In this scenario, flaggers and wing walkers must be used to direct traffic through the construction site.

e. Obstacle Free Zone (OFZ) - No personnel, material, or equipment shall penetrate the OFZ while the runway is open to operations. The dimensions of the OFZ are as defined in FAA AC 150/5300-13 (www.faa.gov).

f. Approach/Departure Surfaces - All contractor personnel, materials, and equipment shall remain clear of the applicable threshold siting surfaces as defined in Chapter 3 of FAA AC 150/5300-13 (www.faa.gov). Construction activities that require penetration into the threshold siting surface shall be accomplish through displacing or partially closing the runway. Such construction activities shall require coordination with the FAA airports regional or district office.

100-2.19 Other limitations on construction.

a. Prohibitions - The use of tall equipment (i.e. cranes, concrete pumps) shall not be permitted unless approved by the engineer and proper coordination for FAA aeronautical study is completed. The submittal for this coordination shall take place at least 45 days prior to anticipated use.

Open flame welding and torch cutting operations are not permitted unless adequate fire safety precautions are provided and these operations are authorized by the airport operator and the engineer.

Electrical blasting caps shall not be permitted within 1,000-ft of the airport property. Flare pots are not permitted within the air operations area.

MEASUREMENT AND PAYMENT

100-3.1 Adherence to the requirements of the CSPP will not be measured for separate payment.

END OF ITEM SS-100

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ITEM SS-120 CONSTRUCTION SAFETY AND SECURITY

DESCRIPTION

120-1.1 This item covers safety and security for construction of the proposed improvements.

The attention of the bidder is directed to the necessity for careful examination of the entire project site to determine, at the time of bid preparation, the full extent of work to be done under the item "Construction Safety and Security."

The item "Construction Safety and Security" includes:

1. Low Profile Barricades
2. Taxiway Closure Markers
3. Airport Security Requirements
4. Airport Safety Requirements

CONSTRUCTION METHODS

120-2.1 Low profile barricades. The Contractor must furnish, install, maintain, and remove low profile barricades in accordance with details on the plans and as directed by the Engineer. The low profile barricades must be constructed and installed as shown on the plans. All low profile barricades must be constructed in accordance with AC 150/5370-2G Operational Safety on Airports During Construction.

120-2.2 Taxiway closure markers. The Contractor must furnish, install, maintain, and remove taxiway closure markers in accordance with details on the plans and as directed by the Engineer. The taxiway closure markers must be aviation yellow, nylon-reinforced vinyl as required by the plans. The markers must be secured to the pavement/ground as shown on the plans and as directed by the Engineer. All taxiway closure markers must be constructed in accordance with AC 150/5370-2G Operational Safety on Airports During Construction.

Airport security requirements. The Contractor must abide by the Airport Security requirements that are outlined in the Construction Safety and Phasing Plan (CSPP). Any costs associated with the Airport Security requirements will not be measured for separate payment but will be considered subsidiary to the bid item “Construction Safety and Security”.

120-2.3 Airport safety requirements. The Contractor must abide by the Airport Safety requirements that are outlined in the Construction Safety and Phasing Plan (CSPP). Any costs associated with the Airport Safety requirements will not be measured for separate payment but will be considered subsidiary to the bid item “Construction Safety and Security”.

METHOD OF MEASUREMENT

120-3.1 Construction safety and security will be measured as a lump sum complete item.

BASIS OF PAYMENT

120-4.1 Periodic payments will be made under this item in proportion to the amount of work accomplished, as determined by the Engineer.

Payment is full compensation for furnishing all materials, installation, removal, maintenance, labor, equipment, tools, and incidentals required to complete the item.

Payment will be made under:

Item SS-120-3.1	Construction Safety and Security - per Lump Sum

END OF ITEM SS-120

ITEM SS-407 ASPHALT SURFACE COURSE (ARDOT)

DESCRIPTION

407-1.1 This section covers construction of the Asphalt Concrete Hot Mix Surface Course in accordance with the lines, grades, thicknesses, and typical sections shown in the Plans, or as directed by the Engineer.

STANDARDS

407-2.1 Surface Course. Materials, equipment, and construction methods for ASPHALT CONCRETE HOT MIX SURFACE COURSE shall be in accordance with SECTIONS 401, 404, 407, 409, AND 410 of the "Standard Specifications", except as modified or augmented herein. The asphalt binder shall be PG 70-22. The asphalt shall be a 1/2-in. mix.

CONSTRUCTION METHODS

407-3.1 The Design and Quality Control of Asphalt Mixtures shall be in accordance with SECTION 404 of the "Standard Specifications", except as modified herein.

407-3.2 "Standard Specification" Modifications and Augmentations:

1. SECTION 404.01(b) Design Requirements: The number of design gyrations (N_{MAX}) shall be 115 or 160.

2. SECTION 410.09(a) General: Samples for all properties except density, thickness, and the investigation of segregation shall be obtained from trucks at the plant. The testing agency shall clearly mark the load ticket of each sampled truck to indicate that the load has been sampled.

3. SECTION 410.10 Incentives: Delete entirely.

METHOD OF MEASUREMENT

407-4.1 Asphalt Surface Course (ARDOT) completed under this item shall not be measured for separate payment.

BASIS OF PAYMENT

407-5.1 Asphalt Surface Course (ARDOT) completed under this item shall not be paid for separately but shall be considered subsidiary to Item P-101 Preparation and Removal of Existing Pavements.

END OF ITEM SS-407

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ITEM C-105 MOBILIZATION

105-1 Description. This item of work shall consist of, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.

105-2 Mobilization limit. Mobilization shall be limited to 5 percent of the total project cost.

105-3 Posted notices. Prior to commencement of construction activities, the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster "Equal Employment Opportunity is the Law" in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL "Notice to All Employees" Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Owner.

105-4.1 Engineer/RPR field office. An Engineer/RPR field office is not required.

105-4.2 Contractor's access / haul routes. *The Contractor shall layout, construct, maintain, and repair all access/haul roads needed to construct the work. Prior to beginning construction, the contractor shall document the existing conditions of any proposed haul routes. Documentation methods shall be approved by the Engineer. The existing access roads shown on the plans shall be repaired, as determined necessary by the Engineer, at the close of the project. All such work, including all materials and labor, involved in the layout, construction, maintenance, and repair of the Contractor's access/haul roads will not be measured for separate payment but will be considered subsidiary to the bid item "Mobilization."*

105-4.3 Contractor's Staging Area. *The areas designated in the plans or by the Engineer as the Contractor's staging area shall be cleared and graded by the Contractor as needed for use by the Contractor in constructing the work on this project. All areas used or otherwise occupied by the Contractor for his operations shall be cleaned, regraded, and seeded, as directed by the Engineer, prior to the final acceptance of the project by the Airport. All work involved in the preparation and restoration of areas used or occupied by the Contractor, including clearing, grubbing, regrading, seeding, and installing and removing fence, will not be measured for separate payment but will be considered subsidiary to the bid item "Mobilization."*

105-4.4 Instrument Control. *The Contractor will be furnished survey baselines and benchmarks to control the work as shown on the Plans. The Contractor shall be responsible for the additional instrument control necessary to layout and construct the work. The Contractor shall provide the instrument control as provided for in Section 50 of the General Provisions. The Contractor's instrument control of the work shall not be measured for separate payment, but will be considered subsidiary to the bid item "Mobilization".*

105-4.5 Burning and Blasting*. No burning or blasting of any kind shall be permitted for this project without specific approval from the RPR by way of written approval from the City of Fayetteville.*

105-4.6 Clean-Up. *From time to time, the Contractor shall clean up the site in order that the site presents a neat appearance and that the progress of work will not be impeded. One such clean up shall immediately precede final inspection.*

Immediately following acceptance of the work by the Owner, the Contractor shall remove all temporary equipment, surplus materials, and debris resulting from his operations, and leave the site in a condition fully acceptable to the Owner.

105-4.7 Dumpsters. *Dumpsters, if required shall be obtained through the City of Fayetteville Recycling and Trash. No third party dumpsters are permitted.*

METHOD OF MEASUREMENT

105-5 Basis of measurement and payment. Based upon the contract lump sum price for "Mobilization" partial payments will be allowed as follows:

a. With first pay request, 25%.

b. When 25% or more of the original contract is earned, an additional 25%.

c. When 50% or more of the original contract is earned, an additional 40%.

d. After Final Inspection, Staging area clean-up and delivery of all Project Closeout materials as required by Section 90, paragraph 90-11, Contractor Final Project Documentation, the final 10%.

BASIS OF PAYMENT

105-6 Payment will be made under:

Item C-105-6.1 Mobilization (Maximum 5% of Total Bid) – per Lump Sum

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Office of Federal Contract Compliance Programs (OFCCP)

Executive Order 11246, as amended

EEOC-P/E-1 – Equal Employment Opportunity is the Law Poster

United States Department of Labor, Wage and Hour Division (WHD)

WH 1321 – Employee Rights under the Davis-Bacon Act Poster

END OF ITEM C-105

ITEM P-101 PREPARATION AND REMOVAL OF EXISTING PAVEMENTS

DESCRIPTION

101-1.1 This item shall consist of preparation of existing pavement surfaces for overlay, surface treatments, removal of existing pavement, and other miscellaneous items. The work shall be accomplished in accordance with these specifications and the applicable plans.

101-1.2 *Limits of joint and crack repair are estimated in the plans. Actual limits of these items shall be coordinated with the Engineer prior to construction.*

EQUIPMENT AND MATERIALS

101-2 All equipment and materials shall be specified here and in the following paragraphs or approved by the Resident Project Representative (RPR). The equipment shall not cause damage to the pavement to remain in place.

CONSTRUCTION

101-3.1 Removal of existing pavement.

The Contractor's removal operation shall be controlled to not damage adjacent pavement structure, and base material, cables, utility ducts, pipelines, or drainage structures which are to remain under the pavement.

~~**a. Concrete pavement removal.** Full depth saw cuts shall be made perpendicular to the slab surface. The Contractor shall saw through the full depth of the slab including any dowels at the joint, removing the pavement and installing new dowels as shown on the plans and per the specifications. Where the perimeter of the removal limits is not located on the joint and there are no dowels present, the perimeter shall be saw cut the full depth of the pavement. The pavement inside the saw cut shall be removed by methods which will not cause distress in the pavement which is to remain in place. If the material is to be wasted on the airport site, it shall be reduced to a maximum size of **[___]**. Concrete slabs that are damaged by under breaking shall be repaired or removed and replaced as directed by the RPR.~~

~~The edge of existing concrete pavement against which new pavement abuts shall be protected from damage at all times. Spall and underbreak repair shall be in accordance with the plans. Any underlaying material that is to remain in place, shall be recompacted and/or replaced as shown on the plans. Adjacent areas damaged during repair shall be repaired or replaced at the Contractor's expense.~~

b. Asphalt pavement removal. Asphalt pavement to be removed shall be cut to the full depth of the asphalt pavement around the perimeter of the area to be removed. ~~If the material is to be **[** wasted on the airport site **] [** incorporated into embankment **]**, it shall be **[** broken to a maximum size of **[___]** inches. **] [** meet the following gradation: **[___]**.~~

c. Repair or removal of Base, Subbase, and/or Subgrade. All failed material including surface, base course, subbase course, and subgrade shall be removed and repaired as shown on the plans or as directed by the RPR. Materials and methods of construction shall comply with the applicable sections of these specifications. Any damage caused by Contractor's removal process shall be repaired at the Contractor's expense.

d. Disposal. *All existing pavement removed shall be disposed of off-site. All hauling will be considered a necessary and incidental part of the work. Its costs shall be considered by the Contractor and included in the contract unit price for the pay items of work involved. No payment will be made separately or directly for hauling on any part of the work.*

101-3.2 Preparation of joints and cracks prior to overlay/surface treatment. Remove all vegetation and debris from cracks to a minimum depth of 1 inch. If extensive vegetation exists, treat the specific area with a concentrated solution of a water-based herbicide approved by the RPR. Fill all cracks greater than 1/4 inch wide with a crack sealant per ASTM D6690 *(Type II)*. The crack sealant, preparation, and

application shall be compatible with the surface treatment/overlay to be used. To minimize contamination of the asphalt with the crack sealant, underfill the crack sealant a minimum of 1/8 inch, not to exceed ¼ inch. Any excess joint or crack sealer shall be removed from the pavement surface.

101-3.3 High Severity Crack Repair: Wider cracks (over 1-1/2 inch wide), ~~along with soft or sunken spots,~~ indicate that the pavement ~~or the pavement base~~ should be repaired or replaced as stated below.

Cracks ~~and joints~~ may be filled with a *mastic style emulsified asphalt mixture in accordance with the table below or equal product approved by the engineer.*

Test	***ASTM***	***Limit***
	Binder	
Cone Penetration	*D5329*	*70 DMM max.*
Softening Point	*D36*	*200° F min*
Flexibility	*D3111*	*Pass 15° F*
Tensile Adhesion	*D5329*	*400% min.*
Resilience	*D5329*	*40% min.*
	Aggregate	
Sieve Analysis No. 4	-	*90% passing min.*
Sieve Analysis No. 16	-	*10% passing max.*
	Blended Product	
Density	*D70*	*12.5 lbs/gal*
Mastic Resilience	*D8260*	*50% min.*
Effects of Rapid Deformation	*D2794*	*Pass*
Crack Bridging	*C1305*	*Pass*
Mastic Stability	*D8260*	*40 mm max.*

~~Gradation~~

~~Sieve Size~~	**~~Percent Passing~~**
~~No. 4 (4.75 mm)~~	~~100~~
~~No. 8 (2.36 mm)~~	~~90-100~~
~~No. 16 (1.18 mm)~~	~~65-90~~
~~No. 30 (600 µm)~~	~~40-60~~
~~No. 50 (300 µm)~~	~~25-42~~
~~No. 100 (150 µm)~~	~~15-30~~
~~No. 200 (75 µm)~~	~~10-20~~

~~Up to 3% cement can be added to accelerate the set time. The mixture shall not contain more than 20% natural sand without approval in writing from the RPR.~~

~~The proportions of asphalt emulsion and aggregate shall be determined in the field and may be varied to facilitate construction requirements. Normally, these proportions will be approximately one part asphalt emulsion to five parts aggregate by volume. The material shall be poured or placed into the joints or cracks and compacted to form a voidless mass. The joint or crack shall be filled to within +0 to -1/8 inches of the surface. Any material spilled outside the width of the joint shall be removed from the pavement surface prior to constructing the overlay. Where concrete overlays are to be constructed, only the excess joint material on the pavement surface and vegetation in the joints need to be removed.]~~

***a. Soil Sterilants**. Soil sterilants shall contain Bromacil or Prometone and shall be approved by the Engineer. Application rates shall be in accordance with the manufacturer's recommendations.*

***b. Crack Preparation.** A high temperature compressed air lance shall be used at all times to blast out any vegetation, dirt, dampness and loose materials from the cracks. Existing crack sealant which is deteriorated shall be removed as directed by the Engineer. The high velocity hot air shall be not less than 2,000 °F in temperature. The air lance shall operate in a no flame impingement condition and shall have a directional controlled velocity of 330-fps minimum and a combustion temperature at ignition of no less than 2,000 °F.*

101-3.3 Removal of Foreign Substances/contaminates prior to remarking. Removal of foreign substances/contaminates from existing pavement that will affect the bond of the new treatment shall consist of removal of rubber, fuel spills, oil, crack sealer, at least 90% of paint, and other foreign substances from the surface of the pavement. Areas that require removal are designated on the plans and as directed by the RPR in the field during construction.

Shot blasting or Sandblasting may be used. ~~If chemicals are used, they shall comply with the state's environmental protection regulations.~~ Removal methods used shall not cause major damage to the pavement, or to any structure or utility within or adjacent to the work area. Major damage is defined as changing the properties of the pavement, removal of asphalt causing the aggregate to ravel, or removing pavement over 1/8 inch deep. If it is deemed by the RPR that damage to the existing pavement is caused by operational error, such as permitting the application method to dwell in one location for too long, the Contractor shall repair the damaged area without compensation and as directed by the RPR.

Removal of foreign substances shall not proceed until approved by the RPR. ~~Water used for high-pressure water equipment shall be provided by the Contractor at the Contractor's expense.~~ No material shall be deposited on the pavement shoulders. All wastes shall be disposed of in areas indicated in this specification or shown on the plans.

~~**101-3.4 Concrete spall or failed asphaltic concrete pavement repair.**~~

~~**a. Repair of concrete spalls in areas to be overlaid with asphalt.** The Contractor shall repair all spalled concrete as shown on the plans or as directed by the RPR. The perimeter of the repair shall be saw cut a minimum of 2 inches outside the affected area and 2 inches deep. The deteriorated material shall be removed to a depth where the existing material is firm or cannot be easily removed with a geologist pick. The removed area shall be filled with asphalt mixture with aggregate sized appropriately for the depth of the patch. The material shall be compacted with equipment approved by the RPR until the material is dense and no movement or marks are visible. The material shall not be placed in lifts over 4 inches in depth. This method of repair applies only to pavement to be overlaid.~~

~~**b. Asphalt pavement repair.** The Contractor shall repair all spalled concrete as shown on the plans or as directed by the RPR. The failed areas shall be removed as specified in paragraph 101-3.1b. All failed material including surface, base course, subbase course, and subgrade shall be removed. Materials and methods of construction shall comply with the applicable sections of these specifications.~~

~~**101-3.5 Cold milling.** Milling shall be performed with a power-operated milling machine or grinder, capable of producing a uniform finished surface. The milling machine or grinder shall operate without tearing or gouging the underlaying surface. The milling machine or grinder shall be equipped with grade and slope controls, and a positive means of dust control. All millings shall be removed and disposed off Airport property. If the Contractor mills or grinds deeper or wider than the plans specify, the Contractor shall replace the material removed with new material at the Contractor's Expense.~~

~~**a. Patching.** The milling machine shall be capable of cutting a vertical edge without chipping or spalling the edges of the remaining pavement and it shall have a positive method of controlling the depth of cut. The RPR *Contractor* shall layout the area to be milled with a straightedge in increments of 1-foot widths. *The Contractor's layout shall be approved by the RPR prior to beginning milling operations.* The area to be milled shall cover only the failed area. Any excessive area that is milled because the Contractor doesn't~~

have the appropriate milling machine, or areas that are damaged because of his negligence, shall be repaired by the Contractor at the Contractor's Expense.

b. Profiling, grade correction, or surface correction. The milling machine shall have a minimum width of **[** 7 **]** feet and it shall be equipped with electronic grade control devices that will cut the surface to the grade specified. The tolerances shall be maintained within +0 inch and -1/4 inch of the specified grade. The machine must cut vertical edges and have a positive method of dust control. The machine must have the ability to **[** windrow the millings or cuttings **] [** remove the millings or cuttings from the pavement and load them into a truck **]**. All millings shall be removed and disposed of **[** off the airport **] [** in areas designated on the plans **]**.

c. Clean-up. The Contractor shall sweep the milled surface daily and immediately after the milling until all residual materials are removed from the pavement surface. Prior to paving, the Contractor shall wet down the milled pavement and thoroughly sweep and/or blow the surface to remove loose residual material. Waste materials shall be collected and removed from the pavement surface and adjacent areas by sweeping or vacuuming. Waste materials shall be removed and disposed off Airport property *unless otherwise specified.*

101-3.6. Preparation of asphalt pavement surfaces prior to surface treatment. Existing asphalt pavements to be treated with a surface treatment shall be prepared as follows:

a. Patch asphalt pavement surfaces that have been softened by petroleum derivatives or have failed due to any other cause. Remove damaged pavement to the full depth of the damage and replace with new asphalt pavement similar to that of the existing pavement in accordance with paragraph 101-3.4b.

b. Repair joints and cracks in accordance with paragraph 101-3.2.

c. Remove oil or grease that has not penetrated the asphalt pavement by scrubbing with a detergent and washing thoroughly with clean water. After cleaning, treat these areas with an oil spot primer.

d. Clean pavement surface immediately prior to placing the surface treatment so that it is free of dust, dirt, grease, vegetation, oil or any type of objectionable surface film.

101-3.7 Maintenance. The Contractor shall perform all maintenance work necessary to keep the pavement in a satisfactory condition until the full section is complete and accepted by the RPR. The surface shall be kept clean and free from foreign material. The pavement shall be properly drained at all times. If cleaning is necessary or if the pavement becomes disturbed, any work repairs necessary shall be performed at the Contractor's expense.

101-3.8 Preparation of Joints in Rigid Pavement prior to resealing. Prior to application of sealant material, clean and dry the joints of all scale, dirt, dust, old sealant, curing compound, moisture and other foreign matter. The Contractor shall demonstrate, in the presence of the RPR, that the method used cleans the joint and does not damage the joint.

101-3.8.1 Removal of Existing Joint Sealant. All existing joint sealants will be removed by plowing or use of hand tools. Any remaining sealant and or debris will be removed by use of wire brushes or other tools as necessary. Resaw joints removing no more than 1/16 inch from each joint face. Immediately after sawing, flush out joint with water and other tools as necessary to completely remove the slurry.

101-3.8.2 Cleaning prior to sealing. Immediately before sealing, joints shall be cleaned by removing any remaining laitance and other foreign material. Allow sufficient time to dry out joints prior to sealing. Joint surfaces will be surface-dry prior to installation of sealant.

101-3.8.3 Joint sealant. Joint material and installation will be in accordance with **[** Item P-605 **] [** Item P-604 **]**.

101-3.9 Preparation of Cracks in Flexible Pavement prior to sealing. Prior to application of sealant material, clean and dry the joints of all scale, dirt, dust, old sealant, curing compound, moisture and other foreign matter. The Contractor shall demonstrate, in the presence of the RPR, the method used cleans the cracks and does not damage the pavement.

101-3.9.1 Preparation of Crack. Widen crack with router by removing a minimum of 1/16 inch from each side of crack. Immediately before sealing, cracks will be blown out with a hot air lance combined with oil and water-free compressed air.

101-3.9.2 Removal of Existing Crack Sealant. Existing sealants will be removed by routing. Following routing any remaining debris will be removed by use of a hot lance combined with oil and water-free compressed air. *Existing overbanded crack sealant shall be removed prior to proposed crack repair.*

101-3.9.3 Crack Sealant. Crack sealant material and installation will be in accordance with ASTM D6690 *Type (II)*.

101-3.9.4 Mastic Style Emulsified Asphalt Mixture. *Mastic filler material and installation shall be in accordance with ASTM D8260 Type I or II.*

~~**101-3.10 Removal of Pipe and other Buried Structures.**~~

~~**a. Removal of Existing Pipe Material. [** Remove the types of pipe as indicated on the plans. The pipe material shall be legally disposed of off-site in a timely manner following removal. Trenches shall be backfilled with material equal to or better in quality than adjacent embankment. Trenches under paved areas must be compacted to **[** 95% **]** of ASTM **[** D1557 **] [** D698 **]. [** Not used. **]]**~~

~~**b. Removal of Inlets/Manholes. [** Where indicated on the plans or as directed by the RPR, inlets and/or manholes shall be removed and legally disposed of off-site in a timely fashion after removal. Excavations after removal shall be backfilled with material equal or better in quality than adjacent embankment. When under paved areas must be compacted to **[** 95% **]** of ASTM **[** D1557 **] [** D698 **]**, when outside of paved areas must be compacted to **[** 95% **]** of ASTM D698. **[** Not used. **]]**~~

~~**c.** Removal of **[ ]**.~~

METHOD OF MEASUREMENT

101-4.1 Low Severity Crack Repair. The unit of measurement for low severity crack repair shall be the linear foot of crack.

101-4.2 High Severity Crack Repair. The unit of measurement for high severity crack repair shall be the linear foot of crack.

101-4.3 Longitudinal Joint Repair. The unit of measurement for longitudinal joint repair shall be the linear foot of joint.

101-4.4 Asphalt Pavement Patch Repair. The unit of measurement for asphalt pavement patch repair shall be the square foot of patch complete in place.

101-4.4 Removal of Foreign Substances/contaminates. *Payment of this work shall not be made separately but considered incidental to other items.*

BASIS OF PAYMENT

101-5.1 Payment. Payment shall be made at contract unit price for the unit of measurement as specified above. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Item P-101-5.1	Low Severity Crack Repair (1 1/2" or less) – per linear foot
Item P-101-5.2	High Severity Crack Repair (1 1/2" to 5") – per linear foot
Item P-101-5.3	Longitudinal Joint Repair – per linear foot
Item P-101-5.4	Asphalt Pavement Patch Repair – per square yard

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5380-6	Guidelines and Procedures for Maintenance of Airport Pavements.

ASTM International (ASTM)

ASTM D6690	Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements

ITEM P-620 RUNWAY AND TAXIWAY MARKING

DESCRIPTION

620-1.1 This item shall consist of the preparation and painting of numbers, markings, and stripes on the surface of runways, taxiways, and aprons, in accordance with these specifications and at the locations shown on the plans, or as directed by the Resident Project Representative (RPR). The terms "paint" and "marking material" as well as "painting" and "application of markings" are interchangeable throughout this specification.

MATERIALS

620-2.1 Materials acceptance. The Contractor shall furnish manufacturer's certified test reports, for materials shipped to the project. The certified test reports shall include a statement that the materials meet the specification requirements. This certification along with a copy of the paint manufacturer's surface preparation; marking materials, including adhesion, flow promoting and/or floatation additive; and application requirements must be submitted and approved by the Resident Project Representative (RPR) prior to the initial application of markings. The reports can be used for material acceptance or the RPR may perform verification testing. The reports shall not be interpreted as a basis for payment. The Contractor shall notify the RPR upon arrival of a shipment of materials to the site. All material shall arrive in sealed containers that are easily quantifiable for inspection by the RPR.

620-2.2 Marking materials.

Table 1. Marking Materials

Paint[1]				Glass Beads[2]	
Type	**Color**	**Fed Std. 595 Number**	**Application Rate Maximum**	**Type**	**Application Rate Minimum**
Waterborne Type I or II	White	37925	115 ft^2/gal	Type I, Gradation A	7 lb/gal
Waterborne Type I or II	Yellow	33538 or 33655	115 ft^2/gal	Type I, Gradation A	7 lb/gal
Waterborne Type I or II	Black	37038	115 ft^2/gal	N/A	N/A
Waterborne Type I or II	Red	31136	115 ft^2/gal	Type I, Gradation A	5 lb/gal

[1] **See paragraph 620-2.2a**

[2] **See paragraph 620-2.2b**

a. Paint. Paint shall be waterborne in accordance with the requirements of this paragraph. Paint colors shall comply with Federal Standard No. 595.

Waterborne. Paint shall meet the requirements of Federal Specification TT-P-1952F, Type I or Type II. The non-volatile portion of the vehicle for all paint types shall be composed of a 100% acrylic polymer as determined by infrared spectral analysis.

b. Reflective media. Glass beads for white and yellow paint shall meet the requirements for Federal Specification TT-B-1325D Type I, Gradation A *for all locations other than holding position and surface painted hold sign markings. Type III glass beads shall be used for all holding position and surface painted hold sign markings.*

Glass beads for red ~~and pink~~ paint shall meet the requirements for Type III, Gradation A.

Glass beads shall be treated with all compatible coupling agents recommended by the manufacturers of the paint and reflective media to ensure adhesion and embedment.

Glass beads shall not be used in black ~~and green~~ paint.

~~Type III glass beads shall not be used in red and pink paint.~~

CONSTRUCTION METHODS

620-3.1 Weather limitations. Painting shall only be performed when the surface is dry, and the ambient temperature and the pavement surface temperature meet the manufacturer's recommendations in accordance with paragraph 620-2.1. Painting operations shall be discontinued when the ambient or surface temperatures does not meet the manufacturer's recommendations. Markings shall not be applied when the wind speed exceeds 10 mph unless windscreens are used to shroud the material guns. Markings shall not be applied when weather conditions are forecasts to not be within the manufacturers' recommendations for application and dry time.

620-3.2 Equipment. Equipment shall include the apparatus necessary to properly clean the existing surface, a mechanical marking machine, a bead dispensing machine, and such auxiliary hand-painting equipment as may be necessary to satisfactorily complete the job.

The mechanical marker shall be an atomizing spray-type or airless type marking machine with automatic glass bead dispensers suitable for application of traffic paint. It shall produce an even and uniform film thickness and appearance of both paint and glass beads at the required coverage and shall apply markings of uniform cross-sections and clear-cut edges without running or spattering and without over spray. The marking equipment for both paint and beads shall be calibrated daily.

620-3.3 Preparation of surfaces. Immediately before application of the paint, the surface shall be dry and free from dirt, grease, oil, laitance, or other contaminates that would reduce the bond between the paint and the pavement. Use of any chemicals or impact abrasives during surface preparation shall be approved in advance by the RPR. After the cleaning operations, sweeping, blowing, or rinsing with pressurized water shall be performed to ensure the surface is clean and free of grit or other debris left from the cleaning process. *Preparation and removal methods used shall not cause major damage to the pavement, or to any structure or utility within or adjacent to the work area. Major damage is defined as changing the properties of the pavement, removal of asphalt causing the aggregate to ravel, or removing pavement over 1/8 inch deep. If it is deemed by the RPR that damage to the existing pavement is caused by operational error, such as permitting the application method to dwell in one location for too long, the Contractor shall repair the damaged area without compensation and as directed by the RPR.*

~~**a. Preparation of new pavement surfaces.** The area to be painted shall be cleaned by broom, blower, water blasting, or by other methods approved by the RPR to remove all contaminants, including PCC curing compounds, minimizing damage to the pavement surface.~~

b. Preparation of pavement to remove existing markings. Existing pavement markings shall be removed by rotary grinding, water blasting, or by other methods approved by the RPR minimizing damage to the pavement surface. The removal area may need to be larger than the area of the markings to eliminate ghost markings. After removal of markings on asphalt pavements, apply a fog seal or seal coat to 'block out' the removal area to eliminate 'ghost' markings.

c. Preparation of pavement markings prior to remarking. Prior to remarking existing markings, loose existing markings must be removed minimizing damage to the pavement surface, with a method approved by the RPR. After removal, the surface shall be cleaned of all residue or debris.

Prior to the application of markings, the Contractor shall certify in writing that the surface is dry and free from dirt, grease, oil, laitance, or other foreign material that would prevent the bond of the paint to the pavement or existing markings. This certification along with a copy of the paint manufacturer's application and surface preparation requirements must be submitted to the RPR prior to the initial application of markings.

620-3.4 Layout of markings. The proposed markings shall be laid out in advance of the paint application. The locations of markings to receive glass beads shall be shown on the plans.

620-3.5 Application. ~~A period of [___] days shall elapse between placement of surface course or seal coat and application of the permanent paint markings.~~ Paint shall be applied at the locations and to the dimensions and spacing shown on the plans. Paint shall not be applied until the layout and condition of the surface has been approved by the RPR.

The edges of the markings shall not vary from a straight line more than 1/2 inch in 50 feet, and marking dimensions and spacing shall be within the following tolerances:

Marking Dimensions and Spacing Tolerance

Dimension and Spacing	Tolerance
36 inch or less	±1/2 inch
greater than 36 inch to 6 feet	±1 inch
greater than 6 feet to 60 feet	±2 inch
greater than 60 feet	±3 inch

The paint shall be mixed in accordance with the manufacturer's instructions and applied to the pavement with a marking machine at the rate shown in Table 1. The addition of thinner will not be permitted.

Glass beads shall be distributed upon the marked areas at the locations shown on the plans to receive glass beads immediately after application of the paint. A dispenser shall be furnished that is properly designed for attachment to the marking machine and suitable for dispensing glass beads. Glass beads shall be applied at the rate shown in Table 1. Glass beads shall not be applied to black paint or green paint. Glass beads shall adhere to the cured paint or all marking operations shall cease until corrections are made. Different bead types shall not be mixed. Regular monitoring of glass bead embedment and distribution should be performed.

620-3.6 Application--preformed thermoplastic airport pavement markings.

Preformed thermoplastic pavement markings not used.

620-3.7 Control strip. Prior to the full application of airfield markings, the Contractor shall prepare a control strip in the presence of the RPR. The Contractor shall demonstrate the surface preparation method and all striping equipment to be used on the project. The marking equipment must achieve the prescribed application rate of paint and population of glass beads (per Table 1) that are properly embedded and evenly distributed across the full width of the marking. Prior to acceptance of the control strip, markings must be evaluated during darkness to ensure a uniform appearance.

620-3.8 Retro-reflectance. Reflectance shall be measured with a portable retro-reflectometer meeting ASTM E1710 (or equivalent). *Readings shall be taken as specified in the table below. The average of the test values for each marking type shall meet the minimum retro-reflectance values specified. The RPR shall determine the location of testing and may approve modifications to the table below.* ~~A total of 6 reading~~

~~shall be taken over a 6 square foot area with 3 readings taken from each direction.~~ The average shall be equal to or above the minimum levels of all readings which are within 30% of each other. *Retroreflectivity testing shall be performed by the contractor. Test results shall be provided to the RPR in the form of a table indicating the location of each test, type of marking, color, result, and minimum requirement.*

Retroreflectivity Testing Frequencies

Marking Type	***Testing Interval***
Holding Position Marking (Pattern A)	*4 tests per marking* *Repeat test every 100 linear feet*
Non-Movement Area Boundary	*2 tests per marking* *Repeat test every 100 linear feet*
Taxiway Centerline Marking	*1 test per 400 linear feet*
Enhanced Taxiway Centerline Marking	*3 tests per marking*
Surface Painted Signs	*2 tests per marking*

Minimum Retro-Reflectance Values

Material	**Retro-reflectance mcd/m^2/lux**		
	White	**Yellow**	**Red**
Initial Type I	300	175	35
Initial Type III	600	300	35
~~Initial Thermoplastic~~	~~225~~	~~100~~	~~35~~
All materials, remark when less than[1]	100	75	10

[1] Prior to remarking determine if removal of contaminants on markings will restore retro-reflectance

620-3.9 Protection and cleanup. After application of the markings, all markings shall be protected from damage until dry. All surfaces shall be protected from excess moisture and/or rain and from disfiguration by spatter, splashes, spillage, or drippings. The Contractor shall remove from the work area all debris, waste, loose reflective media, and by-products generated by the surface preparation and application operations to the satisfaction of the RPR. The Contractor shall dispose of these wastes in strict compliance with all applicable state, local, and federal environmental statutes and regulations.

METHOD OF MEASUREMENT

620-4.1 The quantity of surface preparation shall *not be measured separately but shall be considered subsidiary to other marking pay items.*

620-4.2 The quantity of markings to be paid for shall be measured by the number of square feet of painting *with or without reflective media performed in accordance with the specifications and accepted by the RPR.*

620-4.3 *Retroreflectivity testing of markings shall be subsidiary to other marking pay items.*

620-4.4 *The quantity of pavement marking removal to be paid for shall be measured by the number of linear feet of marking to be removed in accordance with the specifications and accepted by the RPR.*

BASIS OF PAYMENT

620-5.1 This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item complete in place and accepted by the RPR in accordance with these specifications.

620-5.2 Payment for surface preparation shall *not be made separately but shall be considered subsidiary to other marking pay items.*

620-5.3 Payment for markings shall be made at the contract price for the number of square feet of painting**.**

620-5.4 *Payment for retroreflectivity testing shall not be paid for separately.*

620-5.5 *Payment for pavement marking removal shall be made at the contract price for the number of linear feet of marking to be removed.*

Payment will be made under:

Item P-620-5.1a	Permanent Markings (Reflective) – per square foot
Item P-620-5.1b	Permanent Markings (Non-Reflective) – per square foot
Item P-620-5.2	Pavement Marking Removal – per linear feet

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D476	Standard Classification for Dry Pigmentary Titanium Dioxide Products
ASTM D968	Standard Test Methods for Abrasion Resistance of Organic Coatings by Falling Abrasive
ASTM D1652	Standard Test Method for Epoxy Content of Epoxy Resins
ASTM D2074	Standard Test Method for Total, Primary, Secondary, and Tertiary Amine Values of Fatty Amines by Alternative Indicator Method
ASTM D2240	Standard Test Method for Rubber Property - Durometer Hardness
ASTM D7585	Standard Practice for Evaluating Retroreflective Pavement Markings Using Portable Hand-Operated Instruments
ASTM E303	Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester

ASTM E1710	Standard Test Method for Measurement of Retroreflective Pavement Marking Materials with CEN-Prescribed Geometry Using a Portable Retroreflectometer
ASTM E2302	Standard Test Method for Measurement of the Luminance Coefficient Under Diffuse Illumination of Pavement Marking Materials Using a Portable Reflectometer
ASTM G154	Standard Practice for Operating Fluorescent Ultraviolet (UV) Lamp Apparatus for Exposure of Nonmetallic Materials

Code of Federal Regulations (CFR)

40 CFR Part 60, Appendix A-7, Method 24	Determination of volatile matter content, water content, density, volume solids, and weight solids of surface coatings
29 CFR Part 1910.1200	Hazard Communication

Federal Specifications (FED SPEC)

FED SPEC TT-B-1325D	Beads (Glass Spheres) Retro-Reflective
FED SPEC TT-P-1952F	Paint, Traffic and Airfield Marking, Waterborne
FED STD 595	Colors used in Government Procurement

Commercial Item Description

A-A-2886B	Paint, Traffic, Solvent Based

Advisory Circulars (AC)

AC 150/5340-1	Standards for Airport Markings
AC 150/5320-12	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces

END OF ITEM P-620

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-1542

MEETING OF MAY 12, 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: **Drake Field - FAA Memorandum of Agreement**

RECOMMENDATION:
The Aviation Division requests approval of a Memorandum of Agreement between the City of Fayetteville and the Federal Aviation Administration (FAA) to authorize continued installation, operation, and maintenance of FAA-owned navigational, communication, and lighting facilities on airport property.

BACKGROUND:
Drake Field hosts eight individual sites where FAA-owned navigational aids, communication systems, and airfield lighting infrastructure are installed to support the National Airspace System and airport operations. These facilities are provided and maintained by the FAA at no cost to the City and are essential to the safe and efficient operation of Drake Field. In 2006, the City entered into a master agreement with the FAA that consolidated prior individual agreements governing these installations. That agreement is scheduled to expire in 2026 and is being replaced with a successor Memorandum of Agreement to continue the established framework for FAA facility placement and operation on airport property.

DISCUSSION:
The proposed Memorandum of Agreement renews the existing arrangement under which the FAA is authorized to construct, operate, and maintain navigational, communication, and weather-related facilities on designated airport property as identified in Exhibit 1, *List of Facilities*.
The agreement maintains long-standing provisions that allow the FAA to access and utilize necessary areas of the airport for installation and maintenance activities, including associated utility corridors and rights-of-way. Consistent with prior agreements, the FAA is responsible for the installation and maintenance of its facilities, which are provided at no cost to the City. The agreement also continues established provisions regarding operational coordination, access, and protection of FAA systems to ensure they remain free from obstruction or interference.
Approval of this agreement ensures continuity of FAA support for critical air navigation and safety systems, preserves the existing cooperative framework between the City and the FAA, and formally replaces the expiring 2006 master agreement with an updated version consistent with current federal contracting standards.

BUDGET/STAFF IMPACT:
None.

ATTACHMENTS: 3. Staff Review Form, 4. 697DCM-26-L-00068_Cover Letter, 5. 697DCM-26-L-00068_MOA

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

File #: 2026-1542

A RESOLUTION TO APPROVE A MEMORANDUM OF AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION (FAA) TO AUTHORIZE CONTINUED INSTALLATION, OPERATION, AND MAINTENANCE OF FAA OWNED NAVIGATIONAL, COMMUNICATION, AND LIGHTING FACILITIES ON AIRPORT PROPERTY

WHEREAS, Drake Field hosts eight individual sites where FAA-owned navigational aids, communication systems, and airfield lighting infrastructure are installed to support the National Airspace System and airport operations; and

WHEREAS, these facilities are provided and maintained by the FAA at no cost to the City and are essential to the safe and efficient operation of Drake Field; and

WHEREAS, in 2006, the City entered into a master agreement with the FAA that consolidated prior individual agreements governing these installations and is scheduled to expire in 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 sign the Memorandum of Agreement with the FAA to authorize continued installation, operation, and maintenance of FAA owned navigational, communication, and lighting facilities on airport property.

City of Fayetteville Staff Review Form

2026-1542

Item ID

5/19/2026

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

Jared Rabren	4/23/2026	AIRPORT SERVICES (760)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

The Aviation Division requests approval of a Memorandum of Agreement between the City of Fayetteville and the Federal Aviation Administration (FAA) to authorize continued installation, operation, and maintenance of FAA-owned navigational, communication, and lighting facilities on airport property.

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:

U.S. Department
of Transportation
**Federal Aviation
Administration**

NAS Facility Acquisition
Branch, AAQ-920

10101 Hillwood Parkway
Fort Worth, Texas 76177

January 12, 2026

SENT VIA EMAIL

Jared Rabren, Aviation Director
4500 S. School Suite F
Fayetteville, AR 72701
jrabren@fayetteville-AR.gov

Dear Mr. Rabren:

Subject: Expiring MOA No. DTFASW-07-L-00013
Succeeding MOA No. 697DCM-26-L-00068
Navigational Aid Facilities
(FYV) Drake Field Airport
Fayetteville, AR

The Federal Aviation Administration's (FAA) Memorandum of Agreement (MOA) No. DTFASW-07-L-00013 at Drake Field Airport, in Fayetteville, AR expires by its terms on September 30, 2026. There is a continuing need for the land rights for FAA to operate and maintain 8 facilities in support of your airport operations.

Attached is succeeding MOA No. 697DCM-26-L-00068. Please have an authorized official to use electronic signature and return the MOA as a PDF document to Joan.Harris@faa.gov. When received, a fully executed MOA will be returned to you for your records.

We want to express our appreciation for your cooperation. If you have any questions, please contact me at 817 222-4360 or via email at Joan.Harris@faa.gov.

Sincerely,

Joan C. Harris
Joan C. Harris
Real Estate Contracting Officer

Attachment

ON-AIRPORT MEMORANDUM OF AGREEMENT (MOA)
Between
THE UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
And
CITY OF FAYETTEVILLE, ARKANSAS

FAA CONTRACT NO: 697DCM-26-L-00068
ATID/FACILITY TYPE: FYV/MOA
LOCATION: FAYETTEVILLE, AR

1. **Preamble (09/2021) 6.1.1** This Memorandum of Agreement for real property is hereby entered into by and between City of Fayetteville, Arkansas, hereinafter referred to as the Airport and the United States of America, acting by and through the Federal Aviation Administration, hereinafter referred to as the FAA.

2. **Definitions (09/2021) 6.1.1-1** For purposes of this document, the following definitions apply;

   Contract- refers to this legal instrument used to acquire an interest in real property for the direct benefit or use by the FAA. As used herein, contract denotes the document (for example- lease, easement, memorandum of agreement, or other legally binding agreement) used to implement an agreement between a customer (buyer) and a seller (supplier).

   Contractor- refers to the party(ies) receiving a direct procurement contract from the FAA and who is(are) responsible for performance of contract requirements. For purposes of this document, the contractor may also be called the Lessor, Permittor, Licensor, Grantor, Airport, or Offeror depending on the type of contract or the provision within the contract.

   Government- refers to the United States of America acting by and through the Federal Aviation Administration (FAA). For purposes of this document, Government and FAA are interchangeable.

   Real Estate Contracting Officer (RECO) - is a trained and warranted official who contracts for real property on behalf of the FAA. For purposes of this agreement, RECO is interchangeable with Contracting Officer (CO).

3. **Succeeding Contract (09/2021) 6.1.2** This contract succeeds Contract # DTFASW-07-L-00013 and all other previous agreements between the parties for the property described in this document.

4. **Witnesseth (MOA) (09/2021) 6.1.3-1** Whereas, the parties listed above have entered into an Airport Improvement Grant Agreement; and

   Whereas, the parties listed above have entered into an agreement providing for the construction, operation, and maintenance of FAA owned navigation, communication and weather aids for the support of Air Traffic Operations; and

   Whereas, both parties agree the establishment, operation, and maintenance of systems for air traffic control, navigation, communication, and weather reporting is in the primary interest of safety and

direct support of the ongoing operation of the Drake Field Airport; and

Whereas, the parties consider it desirable to work in cooperation with each other in the technical installation and operation of air navigational aids.

Now, therefore, the parties mutually agree as follows:

5. **Purpose (09/2021) 6.1.5** It is understood and agreed that the use of the herein described premises shall be related to FAA's activities in support of the National Airspace System (NAS).

6. **Legal Authority (09/2021) 6.2.1** This contract is entered into under the authority of 49 U.S.C. 106(l)(6) and (n), which authorizes the Administrator of the FAA to enter into contracts, acquisitions of interests in real property, agreements, and other transactions on such terms and conditions as the Administrator determines necessary.

7. **Term (No Cost) (07/2022) 6.2.3-1** To have and to hold, for the term commencing on October 1, 2026 and continuing through September 30, 2046.

8. **Consideration (No Cost) (09/2021) 6.2.4-4** The Government shall pay the contractor no monetary consideration. It is mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation and maintenance of facilities upon the premises.

9. **Termination (01/2023) 6.2.5** The Government may terminate this contract at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate this contract by delivering a written notice specifying the effective date of the termination. The termination notice shall be delivered at least 30 days before the effective termination date. No costs shall accrue as of the effective date of termination.

10. **Binding Effect (09/2021) 6.2.6** The provisions of this contract and the conditions herein shall be binding upon, and for the benefit of, the parties and their successors and assigns. In the event of any sale or transfer of ownership of the property or any portion thereof, the Government will be deemed to have attorned to any purchaser, successor, assign, or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the contractor under this contract establishing direct privity of estate and contract between the Government and said succeeding owner, with the same force, effect, and relative priority in time and right as if the contract had initially been entered into between such succeeding owner and the Government.

11. **FAA Facilities for MOA (09/2021) 6.2.7** The Airport will allow the FAA to construct, operate, and maintain FAA owned navigation, communication and weather aid facilities in areas on the Airport that have been mutually determined and agreed upon. The FAA facilities covered by this agreement are identified on the most current approved Airport Layout Plan (ALP) and/or other pertinent drawings that are made part of this Agreement by reference and shown on the attached FAA "List of Facilities."

    A. Together with a right-of-way for ingress to and egress from the premises; a right-of-way for establishing and maintaining pole lines or underground lines for extending electrical power and/or

telecommunications lines to the premises; including a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over the area referred to as Drake Field Airport to be routed reasonably determined to be the most convenient to the FAA and as not to interfere with Airport operations. The Airport shall have the right to review and comment on plans covering access and utility rights-of-way under this paragraph.

B. This contract includes the right to grading, conditioning, and installing drainage facilities, seeding the soil of the premises, and removing all obstructions from the premises that may constitute a hindrance to the establishment and maintenance of navigational aid systems. The Airport shall have the right to review and comment on plans covering work permitted under this paragraph.

C. The Government shall have the rights to make alterations, attach fixtures, and erect additions, structures or signs, in direct support of the Airport. The Airport shall have the right to review and comment on plans covering work permitted under this paragraph.

D. The Government shall also have the right to park, without cost, all official and privately owned vehicles used for the maintenance and operation of the air navigational facilities. Parking shall be provided adjacent to the navigational aid facility or as near as possible without interfering with the operation of the Airport.

12. **RE Clauses Incorporated by Reference (09/2021) 6.3.0** This solicitation or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the RECO will make the full text available, or the full text may be obtained via internet at https://fast.faa.gov/RPF_Real_Property_Clauses.cfm.

    A. **Officials Not To Benefit (09/2021) 6.3.0-2**
    B. **Contracting Officer's Representative (09/2021) 6.3.0-4**
    C. **Contingent Fees (09/2021) 6.3.0-5**

13. **Title to Improvements (09/2021) 6.3.5** Title to the improvements constructed for use by the Government during the life of this Agreement shall be in the name of the Government.

14. **Funding Responsibility for FAA Facilities (09/2021) 6.3.6** The Contractor agrees that all Contractor requested relocation(s), replacement(s), or modification(s) of any existing or future FAA navigational aid or communication system(s) necessitated by Contractor improvements or changes will be at the expense of the Contractor. In the event that the Contractor requested changes or improvements interferes with the technical and/or operational characteristics of the FAA's facility, the Contractor will immediately correct the interference issues at the Contractor's expense. Any FAA requested relocation, replacement, or modifications shall be at the FAA's expense. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the Contractor or the FAA, funding responsibility shall be determined by mutual agreement between the parties, and memorialized in a Supplemental Agreement.

15. **Changes, Modifications (01/2022) 6.3.8-1** The RECO may at any time, by written order via Supplemental Agreement, make changes to this contract. The modification shall cite the subject

contract, and shall state the exact nature of the modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this contract.

16. **No Waiver (09/2021) 6.3.17** No failure by the Government to insist upon strict performance of any provision of this Contract or failure to exercise any right, or remedy consequent to a breach thereof, will constitute a waiver of any such breach in the future.

17. **Non-Restoration (09/2021) 6.3.18** It is hereby agreed between the parties that, upon termination of its occupancy, including any holdover period, the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property that is the subject of this contract. It is further agreed that the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Such abandoned equipment shall become the property of the contractor.

18. **Quiet Enjoyment (09/2021) 6.3.25** The Contractor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government's use and enjoyment of said premises against third party claims.

19. **Damage by Fire or Other Casualty or Environmental Hazards (09/2021) 6.3.26-1** If the premises is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the premises is untenantable as determined by the Government, the Government may agree to allow restoration/reconstruction, or may elect to terminate the contract, in whole or in part, immediately by giving written notice to the contractor.

20. **Interference with FAA Operations (09/2021) 6.3.28-2** The Airport agrees not to erect or allow to be erected any structure or obstruction of any kind or to allow any natural growth that the Government determines would interfere with the proper operations of Government facilities. The Airport agrees to keep areas around the Government's navigational aids mowed at all times to a height so that weeds and vegetation will not be an obstruction to such operation or maintenance of these facilities.

21. **Hold Harmless (01/2024) 6.3.30** In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act, 28 U.S.C. Ch. 171, the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.

22. **Compliance with Applicable Laws (01/2023) 6.3.31-1** This Contract shall be governed by federal law. The Contractor shall comply with all applicable federal, state, and local laws. The Government will comply with all federal, state, and local laws applicable to and enforceable against it, provided that nothing in this lease shall be construed as a waiver of the sovereign immunity of the Government.

23. **Notification of Change in Ownership or Control of Land (10/2022) 6.3.34** If the Contractor sells, dies or becomes incapacitated, or otherwise conveys to another party or parties any interest in the aforesaid land, rights of way thereto, and any areas affecting the premises, the Government shall be notified in writing, of any such transfer or conveyance within 30 calendar days after completion of the change in property rights. Concurrent with the written notification, the Contractor or Contractor's heirs, representatives, assignees, or trustees shall provide the Government copies of the associated legal document(s) (acceptable to local authorities) for transferring and/or conveying the property rights.

24. **Integrated Agreement (09/2021) 6.3.36** This Contract, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this Contract.

25. **Unauthorized Negotiating (09/2021) 6.3.37** In no event shall the Contractor enter into negotiations concerning the premises with anyone other than the RECO or his/her designee.

26. **Disputes (01/2022) 6.3.39-1** Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any disagreement through good faith negotiations, the dispute will be resolved upon joint agreement of management representatives from both parties. The decision is final unless it is timely appealed to the FAA Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding.

27. **Hazardous Substance Contamination (09/2021) 6.8.1** The FAA agrees to remediate, at its sole cost, all hazardous substance contamination on the FAA facility premises that is found to have occurred as a direct result of the installation, operation, relocation and/or maintenance of the FAA's facilities covered by this contract. The Contractor agrees to remediate at its sole cost, all other hazardous substance contamination found on the FAA facility premises. The Contractor also agrees to hold the FAA harmless for all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the FAA facility premises that are not directly attributable to the installation, operation and/or maintenance of the facilities.

28. **Notices (09/2021) 6.10.1** All notices/correspondence must be in writing, reference the Contract number, and be addressed as follows:

TO THE CONTRACTOR:
City of Fayetteville, Arkansas
113 Mountain St
Fayetteville, AR 72701

TO THE GOVERNMENT:
Federal Aviation Administration
Real Estate Branch, AAQ-920
10101 Hillwood Parkway
Fort Worth, TX 76177

29. **Signature Block (09/2021) 6.10.3** This Contract shall become binding when it is fully executed by both parties. In witness whereof, the parties hereto have subscribed their names as of the date shown below.

CITY OF FAYETTEVILLE, ARKANSAS

By:_____
Print Name:_____
Title:_____
Date:_____

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

By:_____
Joan C. Harris
Real Estate Contracting Officer
Date:_____

ATTACHMENTS/EXHIBITS:

Number	Title	Date	# of Pages
1	**LIST OF FACILITIES**	**10/1/2026**	**1**

DATED: October 1, 2026

LIST OF FACILITIES

MEMORANDUM OF AGREEMENT

697DCM-26-L-00068

DRAKE FIELD AIRPORT

Number	Facility	R/W (ATID) Number	Comments
1	LOC/DME	16 (FYV)	Antenna Site, equipment shelter site, restricted critical area, access road
2	ODALS	16 (FYV)	Facility site
3	PAPI	16 (FYV)	Facility site
4	LOC	34 (LFH)	Antenna Site, equipment shelter site, restricted critical area, access road
5	GS	34 (LFH)	Facility equipment shelter site, restricted critical area
6	ODALS	34 (LFH)	Facility site
7	PAPI	34 (LFH)	Facility site
8	ASOS	(FYV)	Sensor group site and ACU space in ATCT

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-1622

MEETING OF MAY 12, 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: **Drake Field - Ramp Rehabilitation and Tie-Downs - ADA Grant Application**

RECOMMENDATION:
Staff requests approval for the Aviation Division to apply for an Arkansas Division of Aeronautics (ADA) grant to fund 80% of project costs for a proposed apron rehabilitation project at Fayetteville – Drake Field.

BACKGROUND:
The existing Terminal Apron experiences significant aircraft traffic, particularly during peak events, and portions of the concrete pavement are in need of rehabilitation to support continued safe operations. Repair of concrete spalling will reduce the potential for foreign object debris (FOD), decrease ongoing maintenance needs, and preserve the structural integrity of the pavement. These improvements will enhance safety and improve overall user experience by providing a reliable surface for aircraft taxiing and parking.

Additionally, with the recent announcement of the OSM Aviation Academy coming to Drake Field, there is an immediate need to develop additional tie-downs to accommodate the approximately 25 aircraft that the flight school intends to base at the airport. The attached exhibit presents a preliminary layout for tie-down orientation, based on anticipated aircraft sizes and the area designated for the flight school.

DISCUSSION:
This project is included in the Airport's Capital Improvement Plan (CIP). Upon receipt of an ADA Grant Offer, the Aviation Division will seek approval from Council to execute the grant offer and execute a Task Order with Garver, LLC to provide design and construction phase services for the project. The ADA grant will cover 80% of project costs, with the remainder to be funded by the City
Below is a summary of the anticipated project costs and funding breakdown for the project.

Sponsor Administrative Services (Estimated):	*$5,250.00*		
Engineering Services (Estimated):	*$48,750.00*	ADA:	$300,000.00
Construction (Estimated):	$325,000.00	City:	$79,000.00
TOTAL:	**$379,000.00**	**TOTAL:**	**$379,000.00**

BUDGET/STAFF IMPACT:
No staff or budget impacts at this time. After receipt of a grant offer, the Aviation Division will seek approval from Council to execute a design services Task Order with Garver, LLC, and process a budget amendment.

Matching funds will come from Airport Fund Balance.

ATTACHMENTS: 3. Staff Review Form, 4. FYV TA Tie-Downs and Rehab - 80-20 ADA Grant Application Package

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

File #: 2026-1622

A RESOLUTION TO AUTHORIZE AN APPLICATION FOR AN ARKANSAS DEPARTMENT OF AERONAUTICS GRANT IN THE AMOUNT OF $300,000.00 TO FUND 80% OF THE COSTS FOR THE TERMINAL APRON REHABILITATION PROJECT AT DRAKE FIELD

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 submit an application for an Arkansas Department of Aeronautics Grant in the amount of $300,000.00 to fund 80% of the costs for the Terminal Apron rehabilitation project at Drake Field.

City of Fayetteville Staff Review Form

2026-1622

Item ID

5/19/2026

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

Jared Rabren	4/27/2026	AIRPORT SERVICES (760)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff requests approval for the Aviation Division to apply for an Arkansas Division of Aeronautics (ADA) grant to fund 80% of project costs for a proposed apron rehabilitation project at Fayetteville – Drake Field.

Budget Impact:

Account Number	Fund
TBD	
Project Number	Project Title

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

V20221130

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

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

Original Contract Number: _____

Comments:

CITY OF
FAYETTEVILLE
ARKANSAS

May 19, 2026

Jerry Chism
Arkansas Department of Aeronautics
2315 Crisp Drive – Hangar 8
Little Rock, AR 72202

Re: Fayetteville – Drake Field
FYV TA Tie-Downs and Rehabilitation
Application for Airport Aid (ADA 80-20 Grant)

Dear Mr. Chism:

The City of Fayetteville appreciates the continued partnership of the Arkansas Department of Aeronautics in improving Fayetteville – Drake Field. In continuation of this partnership, we are pleased to submit to you this enclosed application for state airport aid for the Terminal Apron Tie-Downs and Rehabilitation project.

With the recent announcement of the OSM Aviation Academy coming to Drake Field, there is an immediate need to develop additional tie-downs to accommodate the approximately 25 aircraft that the flight school intends to base at the airport. The attached exhibit presents a preliminary layout for tie-down orientation, based on anticipated aircraft sizes and the area designated for the flight school.

Additionally, the existing Terminal Apron experiences significant aircraft traffic, particularly during peak events, and portions of the concrete pavement are in need of rehabilitation to support continued safe operations. Repair of concrete spalling will reduce the potential for foreign object debris (FOD), decrease ongoing maintenance needs, and preserve the structural integrity of the pavement. These improvements will enhance safety and improve overall user experience by providing a reliable surface for aircraft taxiing and parking.

We respectfully request consideration of this matching grant for the amount of $300,000.00 on the upcoming agenda. We greatly appreciate your consideration of this grant. Please call me or Chase Allison with Garver if you have any questions or comments.

Sincerely,

Jared Rabren
Airport Director

Attachments: State Airport Aid Application
Project Budget
Project Exhibit

State Airport Aid Application – Page 1

The City/~~County~~ of Fayetteville , herein called "Sponsor", hereby makes application to the Arkansas Division of Aeronautics for State funds pursuant to Act 733 of 1977, for the purpose of aiding in financing a project for the development of a municipal airport located in the city of Fayetteville Arkansas, Washington county.

Date of Request: May 19, 2026

Name of Airport: Fayetteville – Drake Field (FYV

Name and address of City/~~County~~ Commission sponsoring request:

City of Fayetteville
113 W Mountain Street
Fayetteville, AR 72701

Phone Number: 479-575-8330
Fax Number: 479-585-8257

Person to Contact about project:

Jared Rabren – Airport Director
City of Fayetteville
Fayetteville – Drake Field
Phone Number: 479-718-7644
Cell Number:
Email: jrabren@fayetteville-ar.gov

Name and address of Engineering Firm (if applicable):

Garver
4300 S JB Hunt Drive, Suite 240
Rogers, AR 72758

Contact Person: Chase Allison
Email CKAllison@GarverUSA.com

Phone/Fax Number: 479-257-9221

Describe the work to be accomplished: This project will primarily consist of new aircraft tie-downs for the recently announces OSM Aviation Academy that is coming to Drake Field, as well as repairing concrete spalls on the existing terminal apron for continued safe operations.

State and Local Project Costs:
Please indicate:

- ◇ 50-50% Match
- ◆ 80-20% Match
- ◇ 90-10% Match
- ◇ 100%

Total Cost of Project $379,000
Local Share/Funds $79,000
Local Share/In-Kind
State Share $300,000

Federal AIP Projects:
AIP Number:

- ◇ 95-5% Match
- ◇ 90-10% Match

Total Cost of Project:
Federal Share:
State Share:
Local Share:

State Airport Aid Application – Page 2

Provide the information listed below as it applies to your project:

Funding:

Source of Funds: Arkansas Department of Aeronautics (80%) and City of Fayetteville (20%)

Source of In-Kind Services: N/A

Estimated starting date of project: July 2027

Estimated completion date of project: July 2027

Project will be for: New Airport Existing Airport

Is land to be leased or purchased? N/A

Description of land and cost per acre: N/A

Provide the Federal AIP Grant Number (if applicable): N/A

State Legislators for your area:

State Senator: Clint Penzo

State Representative: Nicole Clowney

State Airport Aid Application – Page 3

Proof of submittal of FAA Form 7480-1, *Notice of Landing Area Proposal* to the FAA must accompany any application for a new landing site or expansion of an existing facility. Where applicable, sponsor agrees to furnish the Arkansas Division of Aeronautics a copy of any legal instruments affecting use of the property for an airport. Applications for hangar construction or renovation funds must include a typical lease agreement (preferably signed) or a list of committed tenants ready to sign. This agreement must be in compliance with all FAA grant assurances when applicable (See "Grant Application Requirements for Hangars & Terminal Buildings" page).

No land, hangars, buildings, fuel systems, or equipment purchased with State Grant funds may be sold or disposed of without State Aeronautics Commission prior approval. All requests for sale or disposal of property will be considered on an individual case basis. No hangar (funded by a grant from the Division of Aeronautics) shall be used for non-aviation purposes without State Aeronautics Commission prior approval. All requests for non-aviation use will be considered on a case-by-case basis. Failure to receive prior approval from A.D.A. concerning land and/or building use could result in the commission requesting grant refund from the Sponsor. Additionally, all hangar/building grant applications must include proof of insurance coverage and proof of public ownership.

No airport accepting State Grant funding may issue an Exclusive Rights lease.

All applications for navigational aids (such as NDB or ILS) must have FAA site approval before a state grant can be approved.

All Grant applications involving Federal Airport Improvement Program (AIP) funding must be accompanied by the approved FAA grant agreement with grant number assigned.

If this project is approved by the Arkansas Division of Aeronautics, and is accepted by the sponsor, it is agreed that all developments and construction shall meet standard FAA construction practices as outlined in the specifications of this agreement. Runways, Taxiways, Parking Ramps, etc. shall have a base and a thickness that will accommodate the weight of aircraft expected to operate at this airport.

All grant applicants (City and/or County) are totally responsible for compliance with all Federal, State, County, and City laws, Statutes, Ordinances, Rules, Regulations, and Executive Orders concerning contracts and purchases for which this grant is approved and issued.

It is understood and agreed that the sponsor shall start this project immediately upon award of grant. It is also agreed that this project shall be completed within one year from the date of acceptance of this grant by the Arkansas Division of Aeronautics. Applications for extension will be entertained if circumstances beyond the sponsor's control occur. Scope of work amendment requests can be approved only under extraordinary circumstances.

Funds will be disbursed according to Division procedures and final inspection of completed project (See payment instruction page). *Payment of grant funds are contingent upon the Division's annual appropriation and available funds*.

IN WITNESS WHEREOF, the sponsor has caused this Application for State Airport Aid to be duly executed in its name, this _____day of _____ _____

_____
Name of Sponsor

_____
Authorized Signature

_____
Title

CITY OF FAYETTEVILLE
TERMINAL APRON TIE-DOWNS AND REHABILITATION
ENGINEER'S OPINION OF PROBABLE COST - SCHEDULE 1

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S OPINION OF PROBABLE COST UNIT PRICE	AMOUNT
1	00 21 00-20.1	Bonds & Insurance	LS	1	$5,000.00	$5,000.00
2	SS-120-3.1	Construction Safety and Security	LS	1	$20,000.00	$20,000.00
3	C-105-6.1	Mobilization (Maximum 5% of Total Bid)	LS	1	$14,900.00	$14,900.00
4	SS-262-5.1b	Tiedown Anchor, Installed	EA	72	$2,000.00	$144,000.00
5	SS-601	Concrete Spall Repair	SF	350	$400.00	$140,000.00
6	P-620-5.1b	Runway and Taxiway Marking (Non-Reflective)	SF	550	$2.00	$1,100.00

TOTAL CONSTRUCTION COST - SCHEDULE 1 $325,000.00

SPONSOR ADMINISTRATIVE EXPENSES	**$ 5,250.00**
ENGINEERING SERVICES	**$ 48,750.00**
TOTAL PROJECT COST - SCHEDULE 1	$379,000.00

PROJECT FUNDING	TOTAL
ADA (80%) ($300,000 CAP)	$300,000.00
City of Fayetteville (20%)	$79,000.00
TOTAL PROJECTED FUNDING	**$379,000.00**

GARVER



N

0 30' 60' 120' 180'

(IN FEET)

LEGEND

- CONCRETE SPALL REPAIR IMPROVEMENTS
- EXISTING ASPHALT PAVEMENT
- EXISTING CONCRETE PAVEMENT
- RSA — RUNWAY SAFETY AREA
- ROFA — RUNWAY OBJECT FREE AREA
- OFZ — OBSTACLE FREE ZONE
- TSA — TAXIWAY SAFETY AREA
- TOFA — TAXIWAY OBJECT FREE AREA

GARVER

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THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF CHASE ALLISON, P.E. ARKANSAS LICENSE NO. 21939.
IT IS NOT TO BE USED FOR CONSTRUCTION.

REV.	DATE	DESCRIPTION	BY

FAYETTEVILLE - DRAKE FIELD (FYV)
FAYETTEVILLE, ARKANSAS

DRAKE FIELD FAYETTEVILLE

NORTH GA APRON REHABILITATION

TERMINAL APRONG TIE DOWN LAYOUT EXHIBIT

JOB NO.: 2502761
DATE: APR 2026
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
EXHB

SHEET NUMBER **1**

File: R:\Aviation\Airports\Arkansas\FYV - Drake Field\Misc\2026 ADA 80-20 Grant - Terminal Apron Tie-Down and Rehab\Working\FYV Terminal Apron Tie Down Exhibit.dwg Last Saves: 4/23/2026 6:27 PM Last saved by: CKAllison
Last plotted by: Allison, Chase K. Plot Style: AECmono.ctb Plot Scale: 1:1 Plot Date: 4/23/2026 6:28 PM Plotter used: DWG To PDF.pc3

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-1633

MEETING OF MAY 12, 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: **Drake Field - North General Aviation Apron Rehabilitation - ADA Grant Application**

RECOMMENDATION:
Staff requests approval for the Aviation Division to apply for an Arkansas Division of Aeronautics (ADA) grant to fund 90% of project costs for a proposed apron rehabilitation project at Fayetteville – Drake Field.

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.

This ADA grant will cover the portions of the project that are not AIP eligible under the FAA grant that is being sought to fund the majority of the project.

DISCUSSION:
This project is included in the Airport's Capital Improvement Plan (CIP). The ADA grant will cover 90% of project costs, with the remainder to be funded by the City.

Below is a summary of the anticipated project costs and funding breakdown for the project.

ADA:	$200,000.00	Grant:	$200,000.00
Construction (Estimated):	$225,000.00	City:	$25,000.00
TOTAL:	**$225,000.00**	**TOTAL:**	**$225,000.00**

BUDGET/STAFF IMPACT:
No staff or budget impacts at this time. After receipt of a grant offer and project bidding, the Aviation Division will seek approval from Council to execute a Construction Contract with the low bidder and process a budget adjustment. Matching funds will come from Airport Fund Balance.

ATTACHMENTS: 4. Staff Review Form, 4. FYV N GA Apron - 90-10 ADA Grant Application Package

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

File #: 2026-1633

A RESOLUTION TO AUTHORIZE AN APPLICATION FOR AN ARKANSAS DEPARTMENT OF AERONAUTICS GRANT IN THE AMOUNT OF $200,000.00 TO FUND 90% OF THE COSTS FOR THE NORTH GENERAL AVIATION APRON REHABILITATION PROJECT AT DRAKE FIELD

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 submit an application for an Arkansas Department of Aeronautics Grant in the amount of $200,000.00 to fund 90% of the costs for the North General Aviation Apron rehabilitation project at Drake Field Airport.

City of Fayetteville Staff Review Form

2026-1633

Item ID

5/19/2026

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

Jared Rabren	4/27/2026	AIRPORT SERVICES (760)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff requests approval for the Aviation Division to apply for an Arkansas Division of Aeronautics (ADA) grant to fund 80% of project costs for a proposed apron rehabilitation project at Fayetteville – Drake Field.

Budget Impact:

5550.760.3960-5804.00	Airport
Account Number	Fund
32601.2601	Airport N GA Apron - Apron Rehabilitation
Project Number	Project Title

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

V20221130

Purchase Order Number: _____

Previous Ordinance or Resolution # 100-26

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:

CITY OF
FAYETTEVILLE
ARKANSAS

May 21, 2026

Jerry Chism
Arkansas Department of Aeronautics
2315 Crisp Drive – Hangar 8
Little Rock, AR 72202

Re: Fayetteville – Drake Field
FYV N GA Apron Rehabilitation
Application for Airport Aid (ADA 90-10 Grant)

Dear Mr. Chism:

The City of Fayetteville appreciates the continued partnership of the Arkansas Department of Aeronautics in improving Fayetteville – Drake Field. In continuation of this partnership, we are pleased to submit to you this enclosed application for state airport aid for the N GA Apron Rehabilitation project.

The N GA Apron experiences significant aircraft traffic, particularly during peak events, and the pavement has reached a condition where rehabilitation is necessary to maintain safe and efficient operation 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 through a mill and overlay of the existing pavement surface. 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.

The bulk of the rehabilitation efforts are planned to be funded through an FAA grant; however, due to federal requirements outlined in Appendix I paragraph I-3 of the AIP Handbook, the first 50’ of pavement in front of hangars is considered part of that hangar and will not be eligible for federal funding. Therefore, we are pursuing an ADA 90/10 grant to cover this portion of the project in an effort to provide a cohesive and comprehensive rehabilitation effort for the N GA Apron. The area requested for ADA funding is outlined in the attached exhibit.

We respectfully request consideration of this matching grant for the amount of $200,000.00 on the upcoming agenda. We greatly appreciate your consideration of this grant. Please call me or Chase Allison with Garver if you have any questions or comments.

Sincerely,

Jared Rabren
Airport Director

Attachments: State Airport Aid Application
Project Budget
Project Exhibit

State Airport Aid Application – Page 1

The City/~~County~~ of Fayetteville , herein called "Sponsor", hereby makes application to the Arkansas Division of Aeronautics for State funds pursuant to Act 733 of 1977, for the purpose of aiding in financing a project for the development of a municipal airport located in the city of Fayetteville Arkansas, Washington county.

Date of Request: May 21, 2026

Name of Airport: Fayetteville – Drake Field (FYV

Name and address of City/~~County~~ Commission sponsoring request:

City of Fayetteville
113 W Mountain Street
Fayetteville, AR 72701

Phone Number: 479-575-8330
Fax Number: 479-585-8257

Person to Contact about project:

Jared Rabren – Airport Director
City of Fayetteville
Fayetteville – Drake Field
Phone Number: 479-718-7644
Cell Number:
Email: jrabren@fayetteville-ar.gov

Name and address of Engineering Firm (if applicable):

Garver
4300 S JB Hunt Drive, Suite 240
Rogers, AR 72758

Contact Person: Chase Allison
Email CKAllison@GarverUSA.com

Phone/Fax Number: 479-257-9221

Describe the work to be accomplished: This project will primarily consist of asphalt mill and overlay of the existing N GA Apron. The scope of the ADA portion will be limited to 50' within the front of existing hangars that would otherwise be ineligible for AIP funding.

State and Local Project Costs:
Please indicate:

- ◇ 50-50% Match
- ◇ 80-20% Match
- ◆ 90-10% Match
- ◇ 100%

Total Cost of Project $225,000
Local Share/Funds $25,000
Local Share/In-Kind
State Share $200,000

Federal AIP Projects:
AIP Number:

- ◇ 95-5% Match
- ◇ 90-10% Match

Total Cost of Project:
Federal Share:
State Share:
Local Share:

State Airport Aid Application – Page 2

Provide the information listed below as it applies to your project:

Funding:

Source of Funds: Arkansas Department of Aeronautics (90%) and City of Fayetteville (10%)

Source of In-Kind Services: N/A

Estimated starting date of project: September 2026

Estimated completion date of project: October 2026

Project will be for: New Airport Existing Airport

Is land to be leased or purchased? N/A

Description of land and cost per acre: N/A

Provide the Federal AIP Grant Number (if applicable): N/A

State Legislators for your area:

State Senator: Clint Penzo

State Representative: Nicole Clowney

State Airport Aid Application – Page 3

Proof of submittal of FAA Form 7480-1, *Notice of Landing Area Proposal* to the FAA must accompany any application for a new landing site or expansion of an existing facility. Where applicable, sponsor agrees to furnish the Arkansas Division of Aeronautics a copy of any legal instruments affecting use of the property for an airport. Applications for hangar construction or renovation funds must include a typical lease agreement (preferably signed) or a list of committed tenants ready to sign. This agreement must be in compliance with all FAA grant assurances when applicable (See "Grant Application Requirements for Hangars & Terminal Buildings" page).

No land, hangars, buildings, fuel systems, or equipment purchased with State Grant funds may be sold or disposed of without State Aeronautics Commission prior approval. All requests for sale or disposal of property will be considered on an individual case basis. No hangar (funded by a grant from the Division of Aeronautics) shall be used for non-aviation purposes without State Aeronautics Commission prior approval. All requests for non-aviation use will be considered on a case-by-case basis. Failure to receive prior approval from A.D.A. concerning land and/or building use could result in the commission requesting grant refund from the Sponsor. Additionally, all hangar/building grant applications must include proof of insurance coverage and proof of public ownership.

No airport accepting State Grant funding may issue an Exclusive Rights lease.

All applications for navigational aids (such as NDB or ILS) must have FAA site approval before a state grant can be approved.

All Grant applications involving Federal Airport Improvement Program (AIP) funding must be accompanied by the approved FAA grant agreement with grant number assigned.

If this project is approved by the Arkansas Division of Aeronautics, and is accepted by the sponsor, it is agreed that all developments and construction shall meet standard FAA construction practices as outlined in the specifications of this agreement. Runways, Taxiways, Parking Ramps, etc. shall have a base and a thickness that will accommodate the weight of aircraft expected to operate at this airport.

All grant applicants (City and/or County) are totally responsible for compliance with all Federal, State, County, and City laws, Statutes, Ordinances, Rules, Regulations, and Executive Orders concerning contracts and purchases for which this grant is approved and issued.

It is understood and agreed that the sponsor shall start this project immediately upon award of grant. It is also agreed that this project shall be completed within one year from the date of acceptance of this grant by the Arkansas Division of Aeronautics. Applications for extension will be entertained if circumstances beyond the sponsor's control occur. Scope of work amendment requests can be approved only under extraordinary circumstances.

Funds will be disbursed according to Division procedures and final inspection of completed project (See payment instruction page). *Payment of grant funds are contingent upon the Division's annual appropriation and available funds*.

IN WITNESS WHEREOF, the sponsor has caused this Application for State Airport Aid to be duly executed in its name, this _____ day of _____ _____

_____
Name of Sponsor

_____
Authorized Signature

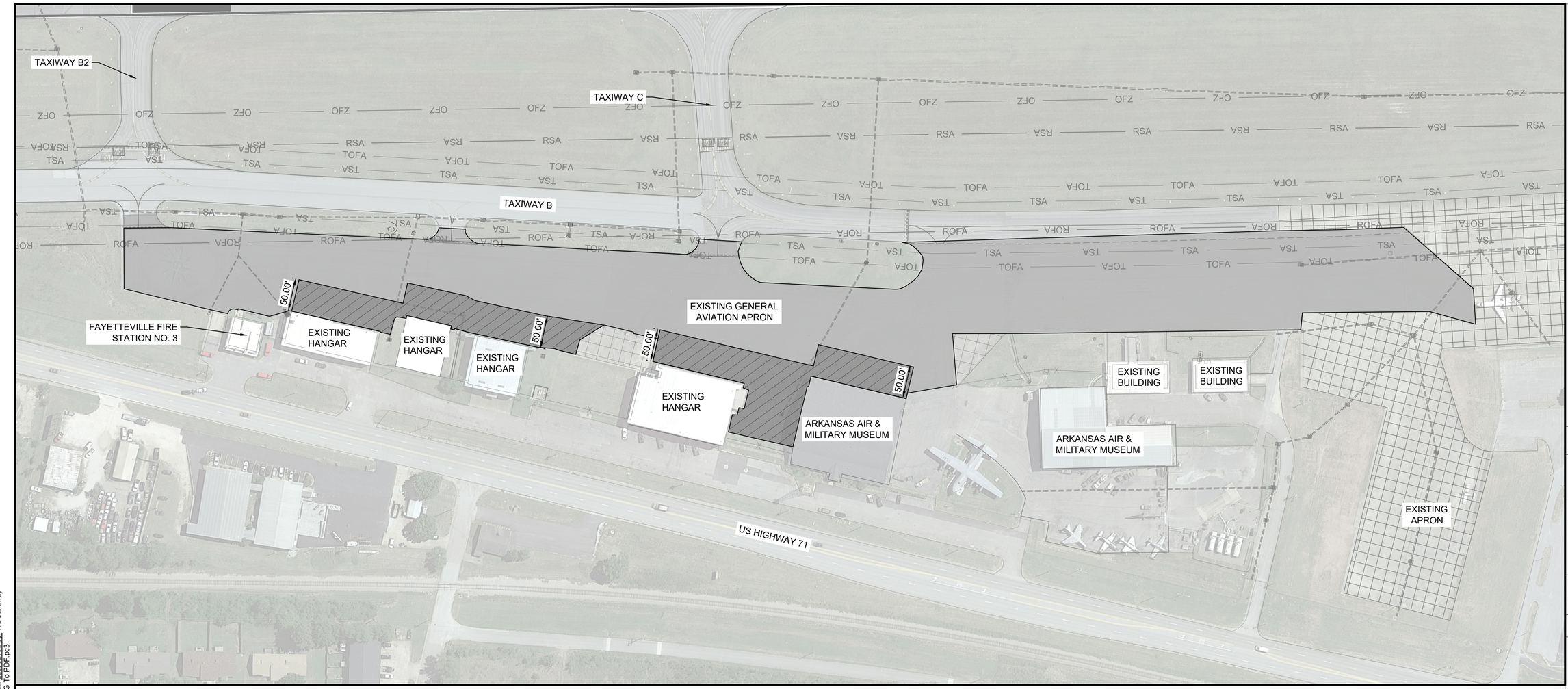
_____
Title

CITY OF FAYETTEVILLE
NORTH GA APRON REHABILITATION
ENGINEER'S OPINION OF PROBABLE COST - SCHEDULE 1

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S OPINION OF PROBABLE COST UNIT PRICE	AMOUNT
1	C-105-5.1	Mobilization (Max 5% of Total Bid)	LS	1	$11,000.00	$11,000.00
2	P-101-5.3b	Cold Milling (2")	SY	6,000	$5.00	$30,000.00
3	P-401-8.1	Asphalt Surface Course (1/2") (PG 76-22)	TN	800	$230.00	$184,000.00

TOTAL CONSTRUCTION COST - SCHEDULE 1 $225,000.00

PROJECT FUNDING	TOTAL
ADA (90%) ($200,000 CAP)	$200,000.00
City of Fayetteville (10%)	$25,000.00
TOTAL PROJECTED FUNDING	**$225,000.00**



LEGEND

- EXISTING ASPHALT PAVEMENT
- EXISTING CONCRETE PAVEMENT
- ASPHALT REHABILITATION (FAA FUNDING)
- ASPHALT REHABILITATION (ADA FUNDING)
- RSA — RUNWAY SAFETY AREA
- ROFA — RUNWAY OBJECT FREE AREA
- OFZ — OBSTACLE FREE ZONE
- TSA — TAXIWAY SAFETY AREA
- TOFA — TAXIWAY OBJECT FREE AREA

N

0 40' 80' 160' 240'
(IN FEET)

GARVER

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THIS DOCUMENT, ALONG WITH THE IDEAS AND DESIGNS CONVEYED HEREIN, SHALL BE CONSIDERED INSTRUMENTS OF PROFESSIONAL SERVICE AND ARE PROPERTY OF GARVER, LLC. ANY USE, REPRODUCTION, OR DISTRIBUTION OF THIS DOCUMENT, ALONG WITH THE IDEAS AND DESIGN CONTAINED HEREIN, IS PROHIBITED UNLESS AUTHORIZED IN WRITING BY GARVER, LLC OR EXPLICITLY ALLOWED IN THE GOVERNING PROFESSIONAL SERVICES AGREEMENT FOR THIS WORK.

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF CHASE ALLISON, P.E. ARKANSAS LICENSE NO. 21939.
IT IS NOT TO BE USED FOR CONSTRUCTION.

REV.	DATE	DESCRIPTION	BY

FAYETTEVILLE - DRAKE FIELD (FYV)
FAYETTEVILLE, ARKANSAS

DRAKE FIELD FAYETTEVILLE

NORTH GA APRON REHABILITATION

ADA GRANT EXHIBIT

JOB NO.: 2502761
DATE: APR 2026
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
EXHB-1

SHEET NUMBER **1**

File: L:\2025\A13-2502761 - FYV North GA Apron Rehab\Drawings\FYV_NGA-GI-101R.dwg Last Save: 4/23/2026 8:01 AM Last saved by: WBCallaway
Last plotted by: Callaway, Will B. Plot Style: AECmono.ctb Plot Scale: 1:1 Plot Date: 4/23/2026 8:10 AM Plotter used: DWG To PDF.pc3

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-1528

MEETING OF MAY 12, 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: **Drake Field - SWEPCO General Utility Easement**

RECOMMENDATION:
The Aviation Division requests approval of a permanent utility easement agreement with Southwestern Electric Power Company (SWEPCO) to allow for the relocation of electrical infrastructure serving the airport terminal.

BACKGROUND:
A private hangar development has identified existing underground utilities, including electrical infrastructure serving the terminal, within the planned building footprint that will require relocation. To address this issue, the City's Engineering Department has coordinated with SWEPCO to identify an alternative alignment for the affected utilities. The proposed relocation shifts the electrical service to a new utility corridor adjacent to the hangar site and generally parallel to the parking lot serving the airport terminal.

DISCUSSION:
Approval of this easement will grant SWEPCO a 20-foot-wide permanent utility easement in the area necessary to construct, operate, and maintain relocated electrical infrastructure, as well as other compatible underground utilities. The easement allows for typical utility uses, including underground electrical lines and related infrastructure, while prohibiting above-ground wireless communication facilities. The City retains the right to use the surface of the easement area for compatible purposes but will restrict the construction of permanent structures within the easement boundaries.

Relocation of the existing utilities into this new corridor is necessary to remove current conflicts and allow the hangar development project to proceed. Staff has worked closely with SWEPCO to ensure the proposed easement location is efficient, minimizes future conflicts, and supports long-term airport operations and development.

BUDGET/STAFF IMPACT:
None.

ATTACHMENTS: 3. Staff Review Form, 4. City to AEP-SWEPCO at Drake Field GUE

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

File #: 2026-1528

A RESOLUTION TO AUTHORIZE MAYOR RAWN TO CONVEY A UTILITY EASEMENT TO SOUTHWESTERN ELECTRIC POWER COMPANY FOR THE RELOCATION OF ELECTRICAL INFRASTRUCTURE SERVING THE AIRPORT TERMINAL

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Rawn to convey a utility easement to Southwestern Electric Power Company for the relocation of electrical infrastructure serving the airport terminal.

City of Fayetteville Staff Review Form

2026-1528

Item ID

5/19/2026

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

Jared Rabren	4/23/2026	AIRPORT SERVICES (760)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

The Aviation Division requests review and signature of the Mayor for a permanent utility easement for Southwestern Electric Power Company (SWEPCO) to facilitate the relocation of underground utilities at the airport.

Budget Impact:

Account Number	Fund
Project Number	Project Title

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

V20221130

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

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

Original Contract Number: _____

Comments:

Parcel No. 765-05933-000 &
765-13310-000

GENERAL UTILITY EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto **Southwestern Electric Power Company, a Delaware corporation,** hereinafter called GRANTEE, and unto Grantee's successors and assigns as well as all other public utilities authorized to operate within the below-described property, a permanent easement for the purpose of construction, maintenance, repair and/or replacement, enlargement and operations of general utilities including water and/or sanitary sewer pipe line or lines, manholes, natural gas, electrical power, telephone, fiber optic cable(s) and television communication line or lines, traffic signal poles and equipment, and appurtenances thereto, **but said easement shall not be used for above-ground micro-wireless facilities, small wireless facilities (including associated poles or support structures), or any other similar wireless communications facilities**, on over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PERMANENT EASEMENT DESCRIPTION:

A 20' Permanent Utility Easement across Part of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) and Part of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section Four (4), Township Fifteen (15) North, Range Thirty (30) West of the Fifth Principal Meridian, City of Fayetteville, Washington County, Arkansas, also being part of Lot 17 of Greenland Acres as shown on plat recorded as Book 4 Page 106 of the Washington County, Arkansas Records, and being more particularly described as follows:

COMMENCING at the Northwest Corner of said Section 4; thence S87°03'49"E a distance of 1209.57 feet; thence S02°56'11"W a distance of 2832.79 feet to the Northwest Corner of Lease Area LA24-003 as shown on survey recorded as File No. 2024-6688 of the Washington County Records; thence along the west line of said Lease Area, S06°01'30"W a distance of 115.10 feet to the POINT OF BEGINNING; thence leaving said west line, S85°45'13"E a distance of 156.98 feet; thence S04°14'47"W a distance of 20.00 feet; thence N85°45'13"W a distance of 177.05 feet to a point on the east right-of-way line of U.S. Highway 71B (South School Avenue); thence along said east right-of-way line, N04°29'32"E a distance of 20.00 feet; thence leaving said east right-of-way line, S85°45'13"E a distance of 19.99 feet to the POINT OF BEGINNING, containing 0.081 acres (3,540 square feet), more or less.

A diagram of this permanent utility easement is attached as 'Exhibit "A"' and is to be considered as part of this Easement Document. It is understood that this sketch is descriptive only of the size, shape, and location of the utility easement and does not constitute a plat or survey of the Grantor(s) property.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, until the use of said permanent easement is relinquished, abandoned or vacated and so long as such pipe line or lines, electrical power, telephone and/or television lines or cables, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first herein above described for the uses and purposes herein above set forth.

The said Grantor reserves to itself the right to fully use and enjoy the said premises including for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, lines and/or cables where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above water. Grantor also reserves to itself the right to construct, remove, re-construct, enlarge, maintain, inspect, repair, and operate recreational facilities such as, but not limited to, parks, multi-use trails, playgrounds, seating areas, ball fields, pavilions, parking facilities, trailheads, etc., along with appurtenances thereto.

The Grantor agrees not to erect any buildings or structures in said permanent easement.

The Grantee shall have the right to construct additional pipe lines, electric power lines, telephone and/or television lines or cables upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement; however, this easement cannot be used for above-ground micro-wireless facilities, small wireless facilities (including associated poles or support structures), or any other similar wireless communications facilities.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document in behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this _____ day of _____, 2026.

CITY OF FAYETTEVILLE, ARKANSAS,
a municipal corporation

BY: _____
Molly Rawn, Mayor

ATTEST:

_____
KARA PAXTON, City Clerk-Treasurer

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **Molly Rawn** and **Kara Paxton**, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they are the **Mayor** and **City Clerk**, respectively, of the **City of Fayetteville, Arkansas, a municipal corporation**, and are duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said City of Fayetteville, Arkansas, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this _____ day of _____, 2026.

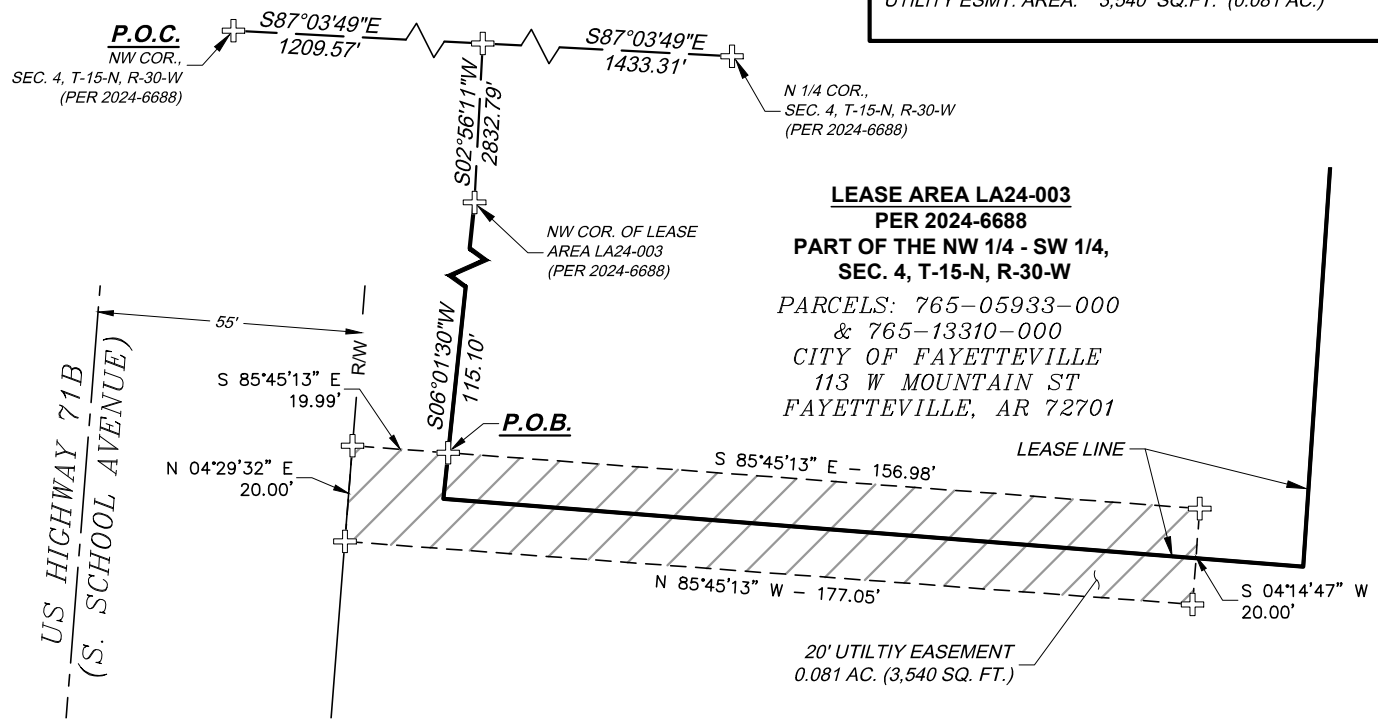
MY COMMISSION EXPIRES:

_____

_____
Notary Public

NOTES:
* NOT A BOUNDARY SURVEY

UTILITY ESMT. AREA: 3,540 SQ.FT. (0.081 AC.)



CERTIFICATE OF AUTHORIZATION
ENGINEERING SERVICES, INC.
131
ARKANSAS • ENGINEER

GRID TRUE

GRAPHIC REPRESENTATION ONLY

BASIS OF BEARINGS:
ARKANSAS STATE PLANE COORDINATE SYSTEM NORTH ZONE 0301

LEGEND

———	LEASE AREA LA24-003
—— – ——— – ——	CENTERLINE OF ROAD
– – – – – – – – – –	EASEMENT (AS NOTED)
——— R/W ———	RIGHT-OF-WAY LINE
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
⌖	COMPUTED POINT

20' UTILITY EASEMENT DESCRIPTION:

PART OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) AND PART OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION FOUR (4), TOWNSHIP FIFTEEN (15) NORTH, RANGE THIRTY (30) WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, ALSO BEING PART OF LOT 17 OF GREENLAND ACRES AS SHOWN ON PLAT RECORDED AS BOOK 4 PAGE 106 OF THE WASHINGTON COUNTY, ARKANSAS RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

***COMMENCING** AT THE NORTHWEST CORNER OF SAID SECTION 4; THENCE S87°03'49"E A DISTANCE OF 1209.57 FEET; THENCE S02°56'11"W A DISTANCE OF 2832.79 FEET TO THE NORTHWEST CORNER OF LEASE AREA LA24-003 AS SHOWN ON SURVEY RECORDED AS FILE NO. 2024-6688 OF THE WASHINGTON COUNTY RECORDS; THENCE ALONG THE WEST LINE OF SAID LEASE AREA, S06°01'30"W A DISTANCE OF 115.10 FEET TO THE **POINT OF BEGINNING;** THENCE LEAVING SAID WEST LINE, S85°45'13"E A DISTANCE OF 156.98 FEET; THENCE S04°14'47"W A DISTANCE OF 20.00 FEET; THENCE N85°45'13"W A DISTANCE OF 177.05 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 71B (SOUTH SCHOOL AVENUE); THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, N04°29'32"E A DISTANCE OF 20.00 FEET; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE, S85°45'13"E A DISTANCE OF 19.99 FEET TO THE **POINT OF BEGINNING,** CONTAINING 0.081 ACRES (3,540 SQUARE FEET), MORE OR LESS.*

UTILITY EASEMENT EXHIBIT

FOR THE CITY OF FAYETTEVILLE

FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS

SCALE: N.T.S.	DATE: March 12, 2026	DRAWN BY: PBS

ENGINEERING SERVICES, INCORPORATED
SPRINGDALE, ARKANSAS

© COPYRIGHT 2026, ENGINEERING SERVICES, INC. 3/12/2026 3:31 PM
Z:\LSD\24912 - DRAKE FIELDS HANGARS\EASEMENT\DRAKE FIELD UTILITY EASEMENT.DWG

W.O.# 24912 | SHEET 1 / 1

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-1370

MEETING OF MAY 12, 2026

TO: Mayor Rawn and City Council

THROUGH: Chris Brown, Public Works Director

FROM: Justin Bland, City Engineer

SUBJECT: **Approval of a resolution expressing the willingness of the City of Fayetteville to utilize federal-aid monies for the following project: Clabber Creek Bridge Replacement on N. Hughmount Road (Structure No. 19777)**

RECOMMENDATION:
Staff recommends the approval of a resolution expressing the willingness of the City of Fayetteville to utilize federal-aid monies for the Clabber Creek Bridge Replacement on N. Hughmount Road (Structure No. 19777).

BACKGROUND:
This bridge spans Clabber Creek on N. Hughmount Rd. and was built in 1986. This section of roadway was in Washington County until the Hughmount Village Subdivision and adjacent areas were annexed into the City on 07/04/2020 (Ordinance #6317).

DISCUSSION:
ArDOT performs bi-annual bridge inspections for all the bridges in the state. On the most recent inspection there were several significant items mentioned including reducing the posted weight limit for the bridge. Staff engaged with a bridge engineering consultant to review the inspection report and give recommendations. The consultant stated that the bridge had approximately five years of service life if no further repairs are made. They recommended that, due to the age of the structure, the best long-term solution was full replacement. This new structure would have a much longer service life while also improving floodplain capacity and allowing the addition of sidewalk/trails across it.

However, this is also the most expensive option, so staff explored options for grant assistance. The ArDOT Local Bridge Program offers a significant federal funding match for bridge replacements, covering 90% of the cost, leaving the City responsible for only 10%. The federal cap is limited by the amount available in the program budget from year to year, though, so the total city match will likely be higher than 10%.

Staff submitted a request to ArDOT to determine the eligibility for this grant and was notified it is eligible for the funding. In order to pursue this, the next step is to pass the attached resolution to enter an agreement with ArDOT. This will allow them to initiate a feasibility study to determine the scope and cost of the work. The City will be obligated to pay $5,000 to fund this study. Staff will then bring back a resolution to obligate any needed city funding for the bridge project once this scope is completed. Staff will also continue to do bridge repairs as necessary to maximize the life of the structure.

BUDGET/STAFF IMPACT:

ArDOT will charge a $5,000 fee for the City's share of the feasibility study. This will come from Sales Tax Captial Improvements funds.

ATTACHMENTS: 3. Staff Review Form, 4. Structure No. 19777 Clabber Creek Bridge_Response Letter

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

File #: 2026-1370

A RESOLUTION TO EXPRESS THE WILLINGNESS OF THE CITY OF FAYETTEVILLE TO UTILIZE FEDERAL-AID FUNDS FOR THE CLABBER CREEK BRIDGE REPLACEMENT PROJECT

WHEREAS, ARDOT performs bi-annual bridge inspections for all the bridges in the state and during the most recent inspection there were several significant items noted about a bridge spanning Clabber Creek, including reducing the posted weight limit for the bridge; and

WHEREAS, a bridge engineering consultant retained by the City determined that the bridge has approximately five years of service life if no further repairs are made and recommended that, due to the age of the structure, the best long-term solution was full replacement; and

WHEREAS, the City of Fayetteville (hereinafter called the "City") understands Federal-aid funds are available for certain local projects at the following Federal and City participating ratios per project:

Type Work	Work Phase	Federal %	City %
Bridge Replacement	All Phases	90%	10%
Projects that never progress to Construction	All Right-of-Way & Utilities	0%	100%

WHEREAS, the City is requesting the Arkansas Department of Transportation (hereinafter called the "Department") make funding available to replace the Clabber Creek Bridge (Structure No. 19777) on North Hughmount Road; and

WHEREAS, the Department has agreed to provide Federal-aid funds for ninety percent of the costs for

a feasibility study; and

WHEREAS, the Department will assign an on-call consultant to perform the feasibility study, which will include preliminary engineering for conceptual level plans and development of a planning-level cost estimate; and

WHEREAS, upon completion of the feasibility study, the City will request additional funding for future phases as needed.

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 will participate in accordance with its designated responsibilities in this project.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Rawn to execute all appropriate agreements and contracts necessary to expedite the construction of these projects.

Section 3: That the City Council of the City of Fayetteville, Arkansas pledges its full support and hereby authorizes the Arkansas Department of Transportation to initiate action to implement this project.

City of Fayetteville Staff Review Form

2026-1370

Item ID

5/19/2026

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

Justin Bland	4/30/2026	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approval of a resolution expressing the willingness of the City of Fayetteville to utilize federal-aid monies for the following project: Clabber Creek Bridge Replacement on N. Hughmount Road (Structure No. 19777)

Budget Impact:

4470.621.8810-5314.00	Sales Tax Captial Improvements
Account Number	Fund
02108.2601	Other Drainage/Bridge Improvements - Clabber Creek Bridge Repl
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	5,000.00
		Expenses (Actual+Encum)	$	-
		Available Budget	$	5,000.00
Does item have a direct cost?	Yes	Item Cost	$	5,000.00
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:

ARDOT.gov | Jared D. Wiley, P.E., Director

10324 Interstate 30 | P.O. Box 2261, Little Rock, AR 72203-2261
Phone: (501) 569-2000 | Voice/TTY 711 | Fax: (501) 569-2400

March 18, 2026

The Honorable Molly Rawn
Mayor
City of Fayetteville
113 W. Mountain St.
Fayetteville, AR 72701

Dear Mayor Rawn:

Reference is made to the City's January 2, 2026 letter requesting funding through the Department's Local Bridge Program for the replacement of the Clabber Creek Bridge (Structure No. 19777) on North Hughmount Road in Fayetteville, which is shown on the enclosed map.

The Department has evaluated your request and determined that Structure No. 19777 is eligible for Federal-aid Off-System Bridge funding based on its functional classification and structural condition. In order to determine the scope and cost for the work, the next step will be the initiation of a feasibility study. The feasibility study will include preliminary engineering with conceptual level plan development and creation of a cost estimate. Upon reviewing the results of the feasibility study and confirming that the estimated non-Federal share of the project is acceptable, the City may request to proceed with a construction project utilizing Federal-aid Off-System Bridge funding.

Before the Department can proceed with programming a Federal-aid project for the feasibility study, your City Council must pass a Resolution authorizing you to enter into an agreement with the Department for this project. A sample resolution has been enclosed for your reference. Upon receipt of the original signed and sealed Resolution, the Department will develop a project agreement and assign State and Federal-aid job numbers.

If you have any questions or would like additional information regarding this Department program, please contact David Siskowski, Division Head – Local Programs, at (501) 435-3255.

Sincerely,

Jessie X. Jones, P.E.
Chief Engineer – Preconstruction

Enclosures

c: Director
Chief Engineer – Operations
Assistant Chief Engineer – Design
Assistant Chief Engineer – Maintenance
Assistant Chief Engineer – Program Delivery
Bridge
Bridge Operations
Local Programs
Program Management
State Aid
District 4
Keith Macedo, Chief of Staff, City of Fayetteville
Tim Conklin, Executive Director, NWARPC

RESOLUTION NO. _____

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF FAYETTEVILLE TO UTILIZE FEDERAL-AID MONIES FOR THE FOLLOWING PROJECT:

Clabber Creek Bridge Replacement on N. Hughmount Road (Structure No. 19777)

WHEREAS, City of Fayetteville (hereinafter called the "City") understands Federal-aid funds are available for certain local projects at the following Federal and City participating ratios per project:

Type Work	Work Phase	Federal Share	Local Share
Bridge Replacement	All Phases[1]	90%	10%
Projects designed but never progressed to construction	All Right-of-Way & Utilities[2]	0%	100%

[1] Non-reimbursable utility relocation costs will be borne solely by the owner of the utility company.
[2] All utility (reimbursable and non-reimbursable) relocation costs will be borne by the City if the project does not proceed to construction.

WHEREAS, the City is requesting the Arkansas Department of Transportation (hereinafter called the "Department") make funding available to replace the Clabber Creek Bridge (Structure No. 19777) on North Hughmount Road; and

WHEREAS, the Department has agreed to provide Federal-aid funds for ninety percent of the costs for a feasibility study; and

WHEREAS, the Department will assign an on-call consultant to perform the feasibility study, which will include preliminary engineering for conceptual level plans and development of a planning-level cost estimate; and

WHEREAS, upon completion of the feasibility study, the City will request additional funding for future phases as needed.

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

SECTION I: The City will participate in accordance with its designated responsibilities in this project.

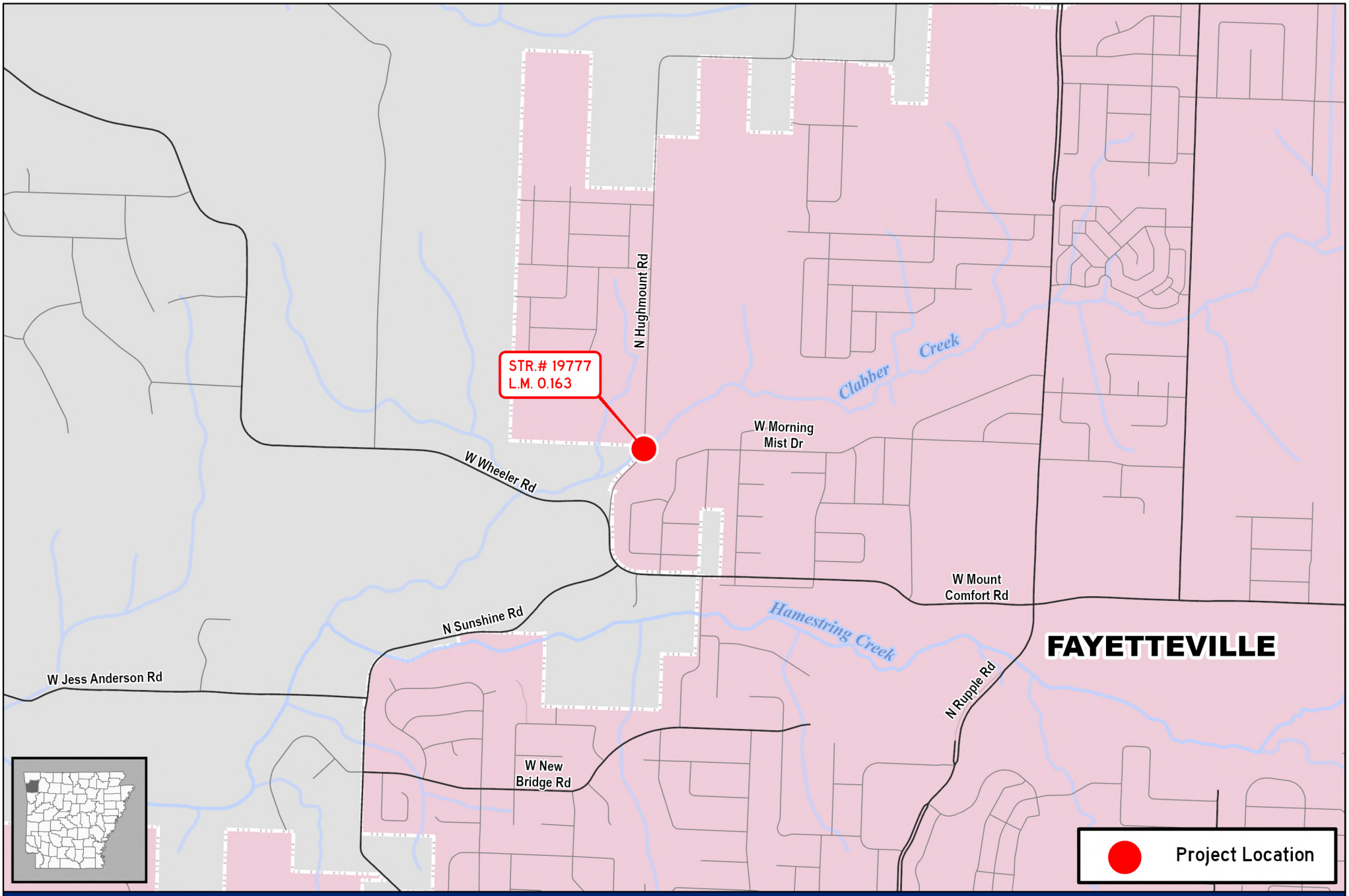
SECTION II: The Mayor, or their designated representative, is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of this project.

SECTION III: The City pledges its full support and hereby authorizes the Arkansas Department of Transportation to initiate action to implement this project.

THIS RESOLUTION adopted this _____ day of _____, _____.

_____
Molly Rawn
Mayor

ATTEST: _____
(SEAL)



Requested Structure Improvements

North Hughmount Road over Clabber Creek

Washington County

N

ARDOT ARKANSAS DEPARTMENT OF TRANSPORTATION

0 500 1,000 2,000
Feet

PM: PD: TM43786: 2/6/2026

Document Path: \\San1\gis\ProgramsContracts\Sketches\rough sketches\LPA_BridgeRequests\WashingtonCoStructures\WashingtonCounty_BR19777.aprx

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-1653

MEETING OF MAY 12, 2026

TO: Mayor Rawn and City Council

THROUGH: Justin Bland, City Engineer

FROM: Kenneth Patterson, Federal Aid Project Manager

SUBJECT: **Request to Submit SS4A FY 2026 Grant Application**

RECOMMENDATION:
Staff requests City Council approval to submit a Safe Streets for All (SS4A) FY 2026 funding proposal to the Department of Transportation (DOT). The funding sought will allow the City to complete envisioned safety and mobility improvements on Joyce Blvd, from Hwy 265 (Crossover Road) to 71B (N. College Avenue).

BACKGROUND:
The City of Fayetteville is currently implementing a $25,000,000 Federal Highway Administration FY 2023 Safe Streets and Roads for All award, which supports five road design and construction projects focused on improving safety and ease of movement for motorists, bicyclists, and pedestrians. E. Joyce Boulevard, from Crossover Road to N. College Avenue, is one of the targeted corridors for this program, and we have contracted Kimley-Horn, Inc. as our design partner. During our design development process, we have identified critical safety and mobility improvement opportunities for this vital yet hazardous corridor that require additional funds to achieve. If successful, this award will augment current funding sources, including SS4A FY 2023, to construct needed vehicle and pedestrian improvements.

DISCUSSION:
E. Joyce Blvd. serves as the primary east/west connection between Highway 265 and Highway 71 in north Fayetteville (ADT 28K). This 1.6-mile street corridor is an Ozark Regional Transit Route and is heavily developed with mixed land uses, including apartment complexes, single-family homes, restaurants, banks, schools, offices, parks and senior housing. Joyce Blvd has been identified on Fayetteville's HIN map with 667 total crashes and eight crashes resulting in fatalities and/or serious injuries from 2017 to 2021. Key needs are reduction of overall operating speeds and improvements in access management to reduce the frequency and severity of crashes.

The SS4A FY 2026 proposal will seek funds to improve intersections on E. Joyce and N. College Ave., Bellafont Blvd., and Crossover Rd., as well as shared-use path connections, median extensions, sidewalk improvements, pavement rehabilitation, lighting improvements, landscaping, signage, and striping. This funding would utilize planning and design development investments from current SS4A funds, allowing the City to direct most expenditures to construction costs. Importantly, the funds would also supplement the City's ADA Transition Planning to improve access to facilities in public rights of way, including sidewalks.

BUDGET/STAFF IMPACT:
The proposal will seek $7,200,000 in federal funding, to which the City of Fayetteville would be obligated to

match $1,200,000, or 20% of the $9,000,000 total estimated project costs. The local match will be budgeted from Transportation Bond funds. A Budget Adjustment will be posted if and when our application is successful.

ATTACHMENTS: 3. Staff Review Form, 4. Joyce Blvd Improvements Exhibit

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

File #: 2026-1653

A RESOLUTION TO AUTHORIZE AN APPLICATION FOR AN 80/20 FEDERAL-AID GRANT THROUGH THE SAFE STREETS FOR ALL PROGRAM FROM THE US DEPARTMENT OF TRANSPORTATION IN AN AMOUNT NOT TO EXCEED $7,200,000.00 FOR THE COMPLETION OF THE SAFETY AND MOBILITY IMPROVEMENTS ON JOYCE BOULEVARD

WHEREAS, East Joyce Boulevard which serves as the primary east/west connection between highway 265 and Highway 71 in north Fayetteville is an Ozark Regional Transit Route and is heavily developed with mixed land uses, including apartment complexes, single-family homes, restaurants, banks, schools, offices, parks and senior housing; and

WHEREAS, Joyce Boulevard has been identified on Fayetteville's High Injury Network map with 667 total crashes and eight crashes resulting in fatalities and/or serious injuries from 2017 to 2021 and key needs are reduction of overall operating speeds and improvements in access management to reduce the frequency and severity of crashes; and

WHEREAS, the Safe Streets for All (SS4A) Fiscal Year 2026 proposal will seek funds to improve intersection on East Joyce and North College Avenue, Bellafont Boulevard, and Crossover Road as well as shared-use path connections, median extensions, sidewalk improvements, pavement rehabilitation, lighting improvements, landscaping, signage, and striping; and

WHEREAS, this funding would utilize planning and design development investments from current SS4A funds, allowing the City to direct most expenditures to construction costs; and

WHEREAS, the funds would also supplement the City's ADA Transition Planning to improve access to facilities in public rights of way, including sidewalks.

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 submit an application for an 80/20 federal-aid grant through the Safe Streets for All program from the US Department of Transportation in an amount not to exceed $7,200,000.00 for the completion of the safety and mobility improvements on Joyce Boulevard.

City of Fayetteville Staff Review Form

2026-1563

Item ID

5/19/2026

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

Ken Patterson	4/29/2026	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff requests City Council approval to submit a grant application for Safe Streets for All (SS4A) FY 2026, to the Federal Highway Administration (FHWA). The funding sought will allow the City to complete envisioned safety and mobility improvements on E. Joyce Blvd., from Hwy 265 (Crossover Road) to 71B (N. College Ave).

Budget Impact:

Account Number	Fund
2235.900.9224-4309.00 2235.900.9224-5809.00 4702.860.7235-5809.00	Safe Streets & Roads Grant Streets Projects 2022 Bonds
Project Number	**Project Title**
32401.9224 46020.7235.9224	Safe Streets & Roads Grant - E Joyce Blvd Streets Bond Projects, SS4A City Portion - E Joyce Blvd

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:



JOYCE BLVD IMPROVEMENTS

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-1267

MEETING OF MAY 12, 2026

TO: Mayor Rawn and City Council

THROUGH: Terry Gulley, Asst Public Works Director - Ops

FROM: Ross Jackson, Jr., Fleet Operations Superintendent

SUBJECT: **Bruckner's Truck and Equipment Collision Repairs Contract Amendment:**

RECOMMENDATION:
A resolution approving a contract amendment with Bruckner's Truck and Equipment in accordance with Resolution 47-25 (RFP 24-13) to adjust labor rates for heavy truck and Fire Apparatus repairs.

BACKGROUND:
Each year Bruckner's truck and equipment conducts a labor rate analysis at each location throughout their company to determine necessary increases.

DISCUSSION:
Bruckner's Truck and Equipment determined by looking at multiple factors like overall market conditions, labor cost increases, continued education of staff and training of technicians, tooling and facility improvements it will need to adjust its hourly rates. All body and collision repair rates are requested to be adjusted from $120.00 an hour to $130.00. General mechanical repair is requested from $150.00 an hour to $165.00 an hour. Bruckner's is an authorized repair facility under Resolution 47-25 (RFP 24-13) and specializes in heavy truck and fire apparatus repairs.

As part of this request, staff has submitted a contract amendment to adjust its labor rates as attached, according to Bruckner's labor rate market analysis. The contract amendment will also clarify when future contract amendments are to be received by city staff before each renewal date for council's approval.

Fleet Operations recommends approval of this resolution and execute the contract amendment.

BUDGET/STAFF IMPACT:
Accident deductibles are budgeted through each department's self-insurance fund.

ATTACHMENTS: 3. Staff Review Form, 4. Resolution 47-25, 5. RFP 24-13 Bruckners Contract Amendment #1, 6. Bruckners Bodyshop Price Increase Justification, 7. Bruckner's Price justification 04.06.26

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

File #: 2026-1267

A RESOLUTION TO AMEND THE PROFESSIONAL SERVICES CONTRACT WITH BRUCKNER'S TRUCK AND EQUIPMENT TO ADJUST LABOR RATES FOR HEAVY TRUCK AND FIRE APPARATUS REPAIRS PURSUANT TO RESOLUTION 47-25

WHEREAS, on February 4, 2025, City Council passed Resolution 47-25 authorizing a one year contract with Bruckner's Truck and Equipment of Lowell for collision repair services with automatic renewals for four additional one year terms; and

WHEREAS, each year Bruckner's Truck and Equipment conducts a labor rate analysis at each company location to determine necessary increases; and

WHEREAS, all body collision repair rates are requested to be adjusted from $120.00 to $130.00 per hour and general mechanical repair is requested to be adjusted from $150.00 to $165.00 per hour.

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 an Amendment to the Professional Services Contract with Bruckner's Truck and Equipment to adjust labor rates for heavy truck and fire apparatus repairs pursuant to Resolution 47-25.

City of Fayetteville Staff Review Form

2026-1267

Item ID

4/21/2026

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

Ross Jackson	4/6/2026	FLEET OPERATIONS (770)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

A resolution approving a contract amendment with Bruckner's Truck and Equipment in accordance with Resolution 47-25 (RFP-24-13) to adjust labor rates for heavy truck and Fire Apparatus repairs.

Budget Impact:

Various	
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:

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

Resolution: 47-25

File Number: 2025-61

QUALITY COLLISION & BRUCKNER'S TRUCK AND EQUIPMENT (SERVICE CONTRACTS):

A RESOLUTION TO AWARD RFP 24-13 AND AUTHORIZE ONE YEAR CONTRACTS WITH ROY LOVELL DBA QUALITY COLLISION OF FAYETTEVILLE AND BRUCKNER'S TRUCK AND EQUIPMENT OF LOWELL FOR COLLISION REPAIR SERVICES, WITH AUTOMATIC RENEWALS FOR FOUR ADDITIONAL ONE YEAR TERMS

WHEREAS, the City issued RFP 24-13 seeking the best pricing for the repair of body damage to City vehicles; and

WHEREAS, the City received two submittals, one from Quality Collision which can perform repairs on light automotive up to medium duty vehicles and one from Bruckner Truck and Equipment which specializes in heavy trucks and fire apparatus; and

WHEREAS, the selection committee recommended contracting with both businesses to cover all the needs of the City's diverse fleet.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards RFP 24-13 and authorizes one year contracts with Roy Lovell DBA Quality Collision of Fayetteville and Bruckner's Truck and Equipment of Lowell for collision repair services for the rates set forth in Appendix B of each contract, with automatic renewals for four additional one year terms.

PASSED and APPROVED on February 4, 2025

Approved:

Molly Rawn

Molly Rawn, Mayor

Attest:

Kara Paxton

Kara Paxton, City Clerk Treasurer

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-61

MEETING OF FEBRUARY 4, 2025

TO: Mayor Rawn and City Council

THRU: Terry Gulley, Asst Public Works Director - Ops

FROM: Ross Jackson, Jr., Fleet Operations Superintendent

SUBJECT: **APPROVAL OF (2) COLLISION REPAIR SERVICE CONTRACTS**

RECOMMENDATION:
CITY COUNCIL TO AWARD RFP 24-13 TO ROY LOVELL DBA QUALITY COLLISION OF FAYETTEVILLE ARKANSAS AND BRUCKNER'S TRUCK AND EQUIPMENT OF LOWELL ARKANSAS FOR COLLISION REPAIR SERVICES.

BACKGROUND:
In order to get the best pricing for body damage on City vehicles, RFP 24-13 was put out on October 6th, 2024. The RFP was solicited to lock in pricing and define the general repair needs of the city.

DISCUSSION:
The City received (2) submittals for RFP 24-13, one from Quality Collision who can perform repairs on light automotive up to medium duty vehicles and secondly Bruckner Truck and Equipment who specialize in Heavy truck and Fire apparatus. The selection committee was in agreement to enter into a contract with both businesses to cover all the needs of our diverse fleet.

Fleet recommends approval of both contracts.

BUDGET/STAFF IMPACT:
Estimated repair costs have been budgeted within Fleet Operations annual operating budget.

ATTACHMENTS: SRF (#3) , Contract - RFP 24-13 Bodywork Repairs Quality Collision 011725 (#4), RFP 24-13, Appendix B - Quality's Submittal (#5), RFP 24-13 Appendix C - COI - Quality Collision 011725 (#6), Contract - Body Shop RFP 24-13 Bruckner's Truck (#7), RFP 24-13, Appendix B - Bruckner's Submittal (#8), RFP 24-13, Appendix C - COI - Bruckner Truck Sales, Inc. - Exp 07.01.25 (#9), RFP 24-13, Appendix A - City Issued RFP (#10)

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

File #: 2025-61

APPROVAL OF (2) COLLISION REPAIR SERVICE CONTRACTS

A RESOLUTION TO AWARD RFP 24-13 AND AUTHORIZE ONE YEAR CONTRACTS WITH ROY LOVELL DBA QUALITY COLLISION OF FAYETTEVILLE AND BRUCKNER'S TRUCK AND EQUIPMENT OF LOWELL FOR COLLISION REPAIR SERVICES, WITH AUTOMATIC RENEWALS FOR FOUR ADDITIONAL ONE YEAR TERMS

WHEREAS, the City issued RFP 24-13 seeking the best pricing for the repair of body damage to City vehicles; and

WHEREAS, the City received two submittals, one from Quality Collision which can perform repairs on light automotive up to medium duty vehicles and one from Bruckner Truck and Equipment which specializes in heavy trucks and fire apparatus; and

WHEREAS, the selection committee recommended contracting with both businesses to cover all the needs of the City's diverse fleet.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards RFP 24-13 and authorizes one year contracts with Roy Lovell DBA Quality Collision of Fayetteville and Bruckner's Truck and Equipment of Lowell for collision repair services for the rates set forth in Appendix B of each contract, with automatic renewals for four additional one year terms.

City of Fayetteville Staff Review Form

2025-61

Item ID

2/4/2025

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

Ross Jackson	1/10/2025	FLEET OPERATIONS (770)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

CITY COUNCIL TO AWARD RFP 24-13 TO QUALITY COLLISION OF FAYETTEVILLE ARKANSAS AND BRUCKNER'S TRUCK AND EQUIPMENT OF LOWELL ARKANSAS FOR A COLLISION REPAIR SERVICE CONTRACT.

Budget Impact:

9700.770.1910-5315.00	Fleet Operations - Contract Services
Account Number	Fund
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	377,100.00
		Expenses (Actual+Encum)	$	45,600.00
		Available Budget	$	331,500.00
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	331,500.00

V20221130

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

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

Original Contract Number: _____

Comments:

This contract executed this 4 day of February, 2025, between the City of Fayetteville, Arkansas (CITY), of 113 W. Mountain, Fayetteville, AR 72701 and Roy Lovell dba Quality Collision Repair (**Lovell**) of 1414 S. Happy Hollow Rd., Fayetteville, AR 72701, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Purpose: The purpose of this Contract is to provide the terms and conditions necessary for the Collision Repair Services for the City of Fayetteville (the "Project"), as defined in the scope of work of RFP 24-13, Collision Repair Services.

2. Contract Documents: The Contract documents which comprise the contract between the City of Fayetteville and **Lovell** consist of this Contract and the following documents attached hereto, and made a part hereof:
    a. Appendix A: CITY Issued Solicitation for RFP 24-13, Collision Repair Services
    b. Appendix B: **Roy Lovell dba Quality Collision Repair's** RFP Submittal
    c. Appendix C: **Roy Lovell dba Quality Collision Repair's** Certificate of Insurance

3. City's Responsibilities:
    a. The City shall make available to **Lovell,** all relevant information or data it has pertinent to the Project which is required by **Lovell** to perform the Services. **Lovell** shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the City, including information and data originating with other consultants employed by the City whether such consultants are engaged at the request of **Lovell** or otherwise.

    b. When requested by **Lovell**, the City may engage specialist consultants directly to perform items of work necessary to enable **Lovell** to carry out the Services. Whether arranged by the City or **Lovell**, these services shall be deemed to be provided under direct contracts to the City unless expressly provided otherwise. If the City chooses not to engage specialist consultants, then the Parties will work cooperatively to modify the scope of services to reflect any reductions or additions to the services to be provided by **Lovell.**

    c. The City shall give prompt consideration to all documentation related to the Project prepared by **Lovell** and whenever prompt action is necessary shall inform **Lovell** of City's decisions in such reasonable time so as not to delay the schedule for providing the Services.

    d. The City of Fayetteville's Fleet Operations Superintendent is the project representative with respect to the services to be performed under this Agreement. The Fleet Operations 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.

4. QUALITY's Responsibilities:
    a. Lovell shall furnish the necessary qualified personnel to provide the Services. Lovell represents that it has access to the experience and capability necessary to and agrees to perform the Services with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the Services at the time when and the location in which the Services were performed. This undertaking does not imply or guarantee a perfect Project and in the event of failure or partial failure of the product or the Services, Lovell will be liable only for its failure to exercise diligence, reasonable care, and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure Lovell 's performance. There are no other representations or warranties expressed or implied made by Lovell.

5. Non-Assignment: Lovell shall not assign its duties under the terms of this agreement without prior written consent of the City.

6. Indemnification and Hold Harmless:
    a. Lovell agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, but not defend, against any and all claims for property damage, personal injury or death, arising from Lovell's performance under this contract. This clause shall not, in any form or manner, be construed to waive that tort immunity set forth under Arkansas Law.

    b. Notwithstanding anything to the contrary, the total amount of all claims the City of Fayetteville may have against Lovell under this contract or arising from the performance or non-performance of the services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall not exceed $500,000. As the City of Fayetteville's sole and exclusive remedy under this contract any claim, demand or suit shall be directed and/or asserted only against Lovell and not against any of Lovell's employees, officers or directors. Neither the City of Fayetteville nor Lovell shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this contract or the performance of the services on this project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

7. Insurance:
    a. Lovell shall furnish a certificate of insurance addressed to the City of Fayetteville within ten (10) calendar days after contract finalization, presenting insurance which shall be maintained throughout the term of the Contract in compliance with the terms of RFP 24-13. If applicable, Lovell shall require any subcontractor to provide insurance. In the event any employee engaged in work on the project under this contract is not protected under Worker's Compensation insurance, Lovell shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of their employees are not otherwise protected. Worker's Compensation coverage shall be applicable with state law.
        i. Lovell shall carry the following coverages, at minimum:
            1. Worker's Compensation Insurance – Statutory Amount
            2. Automotive Insurance covering all vehicles and trailers, if applicable
            3. General Liability - $1,000,000 each occurrence, $3,000,000 aggregate
        ii. Certificates of Insurance shall list the City of Fayetteville as an additional insured. Listing the CITY as a Certificate Holder only is NOT an acceptable substitute. Certificates of Insurance must include the endorsement(s) showing the City of Fayetteville listed as an additional insured.

8. Price:
    a. Lovell shall perform the services included in this proposal, over the length of 5 years, using the fee breakdown for services and purchases as identified in Appendix B.
        i. Additional services requested that fall outside the scope of this project shall be provided on a time-and-materials basis, subject to pre-approval.

9. Payments:
    a. Payments shall be made after approval and acceptance of each itemized invoice, which shall not be unreasonably withheld.

    b. Unless disputed by the City, payments shall be made 30 calendar days after acceptance of invoice. Electronic delivery to the City is preferred.

10. Terms: This contract shall be effective for one (1) year from City Council approval and shall be automatically renewable for up to four (4) annual, automatic renewals for a possible contract term of five (5) years.

11. Ownership of Documents:
    a. All documents provided by the City are and remain the property of the City. Lovell may retain reproduced copies of drawings and copies of other documents.

b. All documents and records, whether in physical or electronic format, prepared by Lovell or its subconsultant as part of the Project shall become the property of City; provided, however, that Lovell shall have the unrestricted right to their use.

c. Lovell shall retain its rights in its standard document details, specifications, databases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Lovell.

d. Lovell will grant the City, the State of Arkansas, and the United States of America a royalty-free, non- exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this agreement by the contractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

12. Independent Contractor: Lovell is an independent contractor of the City and shall maintain complete responsibility for applicable state or federal law on unemployment insurance, withholding taxes, social security, or other industrial, labor or discrimination law for its employees. Lovell is responsible for its agents, sub-consultants, methods, and operations.

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

14. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City 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 photo coping costs pursuant to the FOIA may be assessed for this compliance.

15. Termination: This Contract may be terminated by the City of Fayetteville or Lovell for any reason with thirty (30) days written notice. If either party breaches this agreement, the non-defaulting party may terminate this Agreement after giving seven (7) days' notice to remedy the breach. On termination of this agreement, the City shall pay Lovell for the services performed through the date of termination within thirty (30) days of acceptance of final invoice.

16. Changes in Scope or Price: Changes, modifications, or amendments in scope, 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. No modification of this contract shall be

binding unless made in writing and executed by both parties.

17. Applicable Law: This Agreement shall be governed by and construed in accord with the laws of the State of Arkansas. Venue for all legal disputes shall be Washington County, Arkansas.

18. Contract Administration: The Mayor or their Designated Representative shall be the Contract Administrator for this contract. Lovell's Principal or their Designated Representative shall be the primary contact for all matters pertaining to this contract.

19. Professional Responsibility: Lovell shall exercise reasonable skill, care, and diligence in the performance of services and will carry out its responsibilities in accordance with customarily accepted professional practices.

20. Permits & Licenses: Lovell shall secure and maintain any and all permits and licenses required to complete this Contract.

21. Publications: Recognizing the importance of professional development on the part of Lovell's employees and the importance of Lovell's public relations Lovell may prepare publications, such as technical papers, articles for periodicals, promotional materials, and press releases, in electronic or other format, pertaining to Lovell'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 Lovell. 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 Lovell's activities pertaining to any such publication shall be for Lovell's account.

22. Entire Agreement: These Contract documents constitute the entire agreement between the City of Fayetteville and Lovell and may be modified only by a duly executed written instrument signed by the City of Fayetteville and Lovell. In the event of a conflict between the terms of this Contract and the appendices, this Contract and the terms and conditions contained in Appendix B shall control.

23. Force Majeure: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the City of its obligation to pay Lovell for services actually rendered.

24. Severability: In the event that any court of competent jurisdiction shall determine that any provision of this agreement shall be unenforceable, then that provision shall be deemed to be null and void and the remaining provisions hereof shall remain in full force and effect.

25. Debarment Certification: **Lovell** hereby provides debarment/suspension certification indicating compliance with the below Federal Executive Order. Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. **Lovell** hereby attests its principal is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

IN WITNESS WHEREOF, **CITY OF FAYETTEVILLE, ARKANSAS** by and through its Mayor, and **ROY LOVELL DBA QUALITY COLLISION REPAIR** by its authorized officer has made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

By: Molly Rawn

MOLLY RAWN, MAYOR

ATTEST:

By: Kara Paxton

Kara Paxton, City Clerk Treasurer

Date Signed: February 4, 2025

ROY LOVELL DBA QUALITY COLLISION REPAIR

By: Roy Lovell

ROY LOVELL, OWNER

Date Signed: 1/17/25

CITY OF FAYETTEVILLE ARKANSAS

RFP 24-13
Quality Collision Repair
Roy Lovell dba
Supplier Response

RFP 24-13, Collision Repair Services
Appendix B
Quality's Submittal

Event Information

Number: RFP 24-13
Title: Collision Repair Services
Type: Request for Proposal
Issue Date: 10/6/2024
Deadline: 10/30/2024 02:00 PM (CT)
Notes: The City of Fayetteville, Arkansas, seeks proposals from qualified firms to collision repairs to City vehicles and/or equipment. Any questions regarding this RFP shall be directed to Amanda Beilfuss, City of Fayetteville Sr. Purchasing Agent at abeilfuss@fayetteville-ar.gov or (479) 575-8220.

Contact Information

Contact: Amanda Beilfuss, Sr. Purchasing Agent
Address: Purchasing
Room 306
City Hall
113 West Mountain Street - Room 306
Fayetteville, AR 72701
Email: abeilfuss@fayetteville-ar.gov

Quality Collision Repair Information

Contact: Lillian Lovell
Address: 1414 S. Happy Hollow Rd.
Fayetteville, AR 72701
Phone: (479) 521-6088
Email: lillian@qcr2005.com
Web Address: www.quality-collisionrepair.com

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

Lillian Lovell
Signature

lillian@qcr2005.com
Email

Submitted at 10/30/2024 09:50:35 AM (CT)

Requested Attachments

RFP 24-13, Collision Repair Services

Microsoft Word - RFP 24-13, Collision Repair Services - Draft.pdf

Please attach the signed and completed RFP form, including any additional information, located in the 'Attachments' tab, along with proposal.

Response Attachments

signature page.png

Signature Page of application

WrittenLifetimeWarranty.png

Written Lifetime Warranty

Bid Attributes

1	**Arkansas Secretary of State Filing Number:** *No response*
2	**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

RFP 24-13; Appendix B Collision Repair Services Quality's Submittal

3	**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

4	**Addendum Acknowledgement** By selecting "I agree", you acknowledge that you have read all addendum(s) that have been issued for this solicitation, if applicable. ☑ I agree

Appendix B
RFP 24-13, Collision Repair Services
Quality's Submittal

1. COMPANY INFORMATION: The following information is required from all firms so all Proposals may be reviewed and properly evaluated:

   a. Company Name: Quality Collision Repair

   b. Number of Years in Business: 20 Length in Current Location: 20

   c. Current Number of Mechanics/Technicians: 10

   d. Average Years of Personnel Experience: 10

   e. Hours of Operations: Mon: 8-5 Tues: 8-5 Wed: 8-5 Thur: 8-5

   Fri: 8-5 Sat: Sun:

   f. Do you have a frame machine on site? YES

   g. Please list ALL certifications possessed by personnel: ASE, I-CAR GOLD, OEM

   h. Please list any awards/recognitions received within the last 3 years: Best NWA 2022 2023 2024

   i. What are your towing capabilities? Sublet

   j. Please list and specify any vehicles or repairs you cannot accommodate: Alignment Machine cannot Accommodate 550 trucks. We take them to a Sublet shop for that

Appendix B
RFP 24-13, Collision Repair Services
Quality's Submittal

3. REFERENCES: Please list four (4) references that you have previously performed contract services for within the past five (5) years (all fields must be completed):

1. McBride Distributing
COMPANY NAME

2849 S.School,Fayetteville,Ar72701
CITY, STATE, ZIP

Marty Post
CONTACT PERSON

479-595-4049
TELEPHONE

FAX NUMBER

marty@mcbridedist.com
E-MAIL ADDRESS

2. University Of Arkansas Police Dept.
COMPANY NAME

155 S.Razorback Rd.,Fayetteville,Ar.72701
CITY, STATE, ZIP

Greg Foster
CONTACT PERSON

479-575-7534
TELEPHONE

FAX NUMBER

gregf@uark.edu
E-MAIL ADDRESS

3. Washington County Sheriff Dept
COMPANY NAME

1155 W.Clydesdale Dr,Fayetteville,Ar72701
CITY, STATE, ZIP

Christy Pinkley
CONTACT PERSON

479-444-5777
TELEPHONE

FAX NUMBER

cpinkley@washingtoncountyar.gov
E-MAIL ADDRESS

4. CR Crawford
COMPANY NAME

1102 S. Happy Hollow Rd.,Fayetteville,Ar72701
CITY, STATE, ZIP

David Harvey
CONTACT PERSON

479-251-1161
TELEPHONE

FAX NUMBER

dharvey@crcrawford.com
E-MAIL ADDRESS

RFP 24-13, Collision Repair Services
Appendix B
Quality's Submittal

1. COST PROPOSAL:

The Contractor agrees to provide the requested services/installation and equipment for automotive body damage repairs in compliance with the specifications, terms and conditions herein, as follows:

a. Proposed Warranty Period and Limitations (if any):

Body: Lifetime (see attached written warranty on collision repairs)

Paint: Lifetime

Mechanical Repairs: Lifetime

b. Proposed Labor Rates:

Service	Rate	Unit
Body Work Repairs	$65.00 Labor P&B	Per Hour
Paint/Refinishing Repairs	$$45.00 Materials	Per Hour
Mechanical Repairs	$90.00	Per Hour
Fiberglass Repairs	$65.00	Per Hour
Specialty Equipment Repairs	$65.00	Per Hour
Vinyl Decal Repairs/Removals	$65.00	Per Hour
Hazardous Waste Removals	$5.00	*Applicably Specified (job, vehicle, load, etc..)
Detailed Cleaning (Wash, Vacuum, wipe downs)	$N/C with Repairs	Per Vehicle

RFP 24-13, Collision Repair Services
Appendix B
Quality's Submittal

c. Proposed Contractor's markup for repair parts: 25 %

d. Proposed percentage of markup, if any, on sublet repairs: 0 %

e. Proposed reference used for hourly labor repair estimates: CCC estimating system (MOTOR)

f. Is contractor willing to travel to Fleet's facility (1525 S. Happy Hollow Road, Fayetteville, AR 72701) to provide an estimate on a vehicle or for transport to and from Fleet? If not, please specify if there would be exceptions:

YES

g. Proposed price for painting (including total prep time) vehicle categories indicated below:

Category	Entire Vehicle/Item	Door	Hood	Fender	Tailgate / Hatch	Bumper
Car	$ 3722.72	$ 422.54	$ 513.63	$ 408.27	$ 381.93	$ 368.76
Compact Car	$ 3137.20	$ 367.76	$ 301.81	$ 338.03	$ 338.03	$ 338.03
Van/SUV	$ 5147.28	$ 408.27	$ 513.63	$ 368.76	$ 421.44	$ 513.63
Regular Cab Pickup	$ 4477.80	$ 460.95	$ 513.63	$ 460.95	$ 368.76	$ 329.25
Extended Cab Pickup	$ 4624.87	$ 460.95	$ 513.63	$ 460.95	$ 368.76	$ 329.25
Crew Cab Pickup	$ 5103.38	$ 460.95	$ 513.63	$ 460.95	$ 367.76	$ 329.25
Motorcycle	$ N/A	$ N/A	$ N/A	$ N/A	$ N/A	$ N/A
Trailer	$ N/A	$ N/A	$ N/A	$ N/A	$ N/A	$ N/A
Heavy Trucks and Fire Apparatus (may include, but not limited to Sewer/Vac trucks, trash/recycling collection trucks, dump trucks, and other various specialty type heavy vehicles.						
Fire Apparatus	$ N/A	$ 368.76	$ 700.00	$ 500.00	$ 421.49	$ 513.63
Heavy Duty Truck	$ N/A	$ 460.95	$ 700.00	$ 500.00	$ 421.49	$ 513.63

RFP 24-13, Collision Repair Services
Appendix B
Quality's Submittal

2. PRICES:

a. All prices quoted (based on hourly labor rates) shall remain firm for the initial contract period.

b. If the contract is renewed, prices may be adjusted during each renewal contract period according to the terms listed within the *Price Escalation/ De-escalation* below.

3. ESCALATION/DE-ESCALATION:

a. Contractor may request an hourly labor rate price adjustment no more than one (1) time during any Contract (renewal) period. Renewals are one (1) year from Contract award by Fayetteville City Council.

b. Price adjustments shall be based on the percentage change of the Consumer Price Index – Urban Wage Earners, and Clerical Workers (CPI-W) United States City Average; not seasonally adjusted for Series Id: *Other Services* as published by the United States Bureau of Labor Statistics for the latest twelve months, for which statistics are available. The percentage change shall be applied to the (then) current Contract *labor rates* in effect for the City. The newly adjusted prices shall become effective upon a mutually acceptable date and shall affect all repair work requested *on or after that date.* All in shop/in progress work shall be completed and billed at the previous Contract price.

c. Price adjustments will not be automatic. The Contractor shall submit a written request to the City's Fleet Division.

d. Based on economic factors and/or market conditions, Fleet reserves the right to request a reduction in price at any time during the Contract period. The same index shall be applied in the same manner as above for price de-escalation adjustment(s).

RFP 24-13, Collision Repair Services
Appendix B
Quality's Submittal

CONTINUES ON NEXT PAGE

1. DISCLOSURE INFORMATION

a. Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Proposer response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

i. If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

✓ 1) NO KNOWN RELATIONSHIP EXISTS

_____2) RELATIONSHIP EXISTS (Please explain): _____

_____

_____

b. I certify that; as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

c. Proposer agrees that they shall have a current, valid registration with the Arkansas Secretary of State at time of RFP deadline OR be able to provide proof of registration before recommendation of award to Fayetteville City Council.

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

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

RFP 24-13, Collision Repair Services
Appendix B
Quality's Submittal

2. PRIMARY CONTACT INFORMATION

At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.

Corporate Name of Firm: Quality Collision Repair

Primary Contact: Lillain Lovell Title of Primary Contact: Manager

Phone Number (cell preferred): 479-601-2815

E-Mail Address: lillian@qcr2005.com

3. ACKNOWLEDGEMENT OF ADDENDA

Acknowledge receipt of addenda for this invitation to bid, request for proposal, or request for qualification by signing and dating below. All addendums are hereby made a part of the bid or RFP documents to the same extent as though it were originally included therein. Proposers/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject Contractor to disqualification.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED

4. DEBARMENT CERTIFICATION:

a. As an interested party on this project, you are required to provide debarment/suspension certification indicating compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

b. Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

c. Signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

RFP 24-13, Collision Repair Services
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Quality's Submittal

5. SIGNATURE SUBMITTAL:

NAME OF COMPANY: Roy Lovell dba Quality Collision Repair

PHYSICAL ADDRESS: 1414 S. Happy Hollow Rd., Fayetteville, AR., 72701

MAILING ADDRESS: 1414 S. Happy Hollow Rd., Fayetteville, AR., 72701

TAX ID #: 71-0827318 AR. SECRETARY OF STATE FILING #: Sales permit 286806-72-001

PHONE: 479-521-6088 FAX: _____

E-MAIL: lillian@qcr2005.com

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

SIGNATURE: Roy Lovell

PRINTED NAME: Roy Lovell

TITLE: Owner DATE: 10/30/24

Appendix B
RFP 24-13, Collision Repair Services
Quality's Submittal

END OF RFP DOCUMENT

Quality Collision Repair

1414 S. Happy Hollow Rd. • Fayetteville, AR 72701 • 479-521-6088 • Fax: 479-521-6083 • www.quality-collisionrepair.com

Written Warranty

This is a fragmented seven-part Limited Warranty, and stipulations pertaining to each fragmented part are stated hereafter:

1. **Metalwork:** Provided is a **Lifetime Limited Warranty,** from effective date stated herein, on all metalwork and framework, to include welding and the application of materials utilized in making collision repairs against cracking, flaking, pitting or deterioration, excluding rust repairs.

2. **Painting, Stripes and Decals:** Provided is a **Lifetime Limited Warranty,** from effective date stated herein, on painting-related priming and paint work against solvent blistering, peeling, hazing, and excessive loss of pigmentation, and, a **Lifetime Limited Warranty** on the application and adhesion of decorative stripes and decals.

3. **Mechanical Repairs:** Provided is a **Lifetime Limited Warranty,** from effective date stated herein, on all mechanical repairs pertaining directly to original collision damage.

4. **Parts:** Provided is a **Lifetime Limited Warranty,** from effective date stated herein, unless manufacturer's warranty is less or more, on new parts installed by or at the Shop. (Please Note: Shop warranty does not exceed manufacturer's warranty.)

5. **Section 1-4:** The shop will repair, repaint, or replace any items in section 1-4, when claim is made while the present owner stated herein owns the vehicle, unless caused by or damaged resulting from unreasonable use, maintenance, or care of the vehicle. **This Written Warranty** shall be null and void if the repair is altered, adjusted or tampered with by any person not authorized by Warranty Grantor.

6. **Specifically Excluded: A.** Incidental costs, such as towing fees, car rental charges, travel expenses, or assemblies and components which are not specifically covered by this **Limited Warranty,** nor are consequential damages such as damage to other assemblies and components resulting from a defective part or installation of such part installed or repaired during the repair. **B.** Rust: Surface rust, rust through, and/or damage caused by rusting of interior or exterior panels is not covered. **This States All the Limited Warranties** made by the Shop and contains the only promises for which it will be responsible.

7. **Customer's Obligations:** In order to obtain the benefits of this warranty, the owner of the vehicle must do the following: **A.** Present the owner's copy of this warranty document to the warrantor before requesting warranted repairs or parts; **B.** Have any warranted repair, adjustment, or inspection made only at the premises of the warrantor during normal business hours.

All Warranties implied by law, including the warranties of merchantability and fitness for a particular purpose, are hereby limited to the warranty period herein and shall expire at the end of such period.

This WRITTEN WARRANTY shall not be varied, supplemented, qualified or interpreted by any prior course of dealings. This WRITTEN WARRANTY shall be null and void if the repair is altered, adjusted or tampered with by any person not authorized by the above named shop. This warranty is not transferable.

RFP 24-13, Collision Repair Services
Appendix B
Quality's Submittal

Presented To:

Name City of FAyetteville

Warranty No. _____ Repair Order No. _____

Vehicle _____ Date of Repair ____ / ____ / ____

Authorized by _____ Date ____ / ____ / ____

© 2005 Collision Services Inc. • Reorder WW5101 @ 1-800-367-6575

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/16/2025

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

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

PRODUCER YouZoom Insurance Services, Inc. 10801 Mastin Blvd Ste 950 Overland Park KS 66210	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 888-240-8803 **FAX (A/C, No):** 877-835-1833 **E-MAIL ADDRESS:** AMServiceCenter@arrowheadgrp.com
INSURED ROYLOVE-01 Roy Lovell dba Quality Collision Repair 1414 S Happy Hollow Rd Fayetteville AR 72701-7255	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Sentinel Insurance Company, Ltd. / 11000 **INSURER B :** Property and Casualty Insurance Company of Hartfor / 34690 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1054270412 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	Y		37SBABK2VT0	12/6/2024	12/6/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			37SBABK2VT0	12/6/2024	12/6/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		37WECBK9J2S	12/6/2024	12/6/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
B	Garagekeepers			37SBABK2VT0	12/6/2024	12/6/2025	Limit	300,000

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

Certificate Holder is named as an Additional Insured.

CERTIFICATE HOLDER

City of Fayetteville
113 West Mountain St
Fayetteville AR 72701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

YouZoom Insurance Services, Inc.

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This contract executed this 4 day of February, 2025, between the City of Fayetteville, Arkansas (CITY), of 113 W. Mountain, Fayetteville, AR 72701 and Bruckner's Truck and Equipment (**BRUCKNER'S**) of 324 S. Bloomington, Lowell, AR 72745, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Purpose: The purpose of this Contract is to provide the terms and conditions necessary for the Collision Repair Services for the City of Fayetteville (the "Project"), as defined in the scope of work of RFP 24-13, Collision Repair Services.

2. Contract Documents: The Contract documents which comprise the contract between the City of Fayetteville and **BRUCKNER'S** consist of this Contract and the following documents attached hereto, and made a part hereof:
   a. Appendix A: CITY Issued Solicitation for RFP 24-13, Collision Repair Services
   b. Appendix B: **BRUCKNER'S** RFP Submittal
   c. Appendix C: **BRUCKNER'S** Certificate of Insurance

3. City's Responsibilities:
   a. The City shall make available to **BRUCKNER'S,** all relevant information or data it has pertinent to the Project which is required by **BRUCKNER'S** to perform the Services. **BRUCKNER'S** shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the City, including information and data originating with other consultants employed by the City whether such consultants are engaged at the request of **BRUCKNER'S** or otherwise.

   b. When requested by **BRUCKNER'S**, the City may engage specialist consultants directly to perform items of work necessary to enable **BRUCKNER'S** to carry out the Services. Whether arranged by the City or **BRUCKNER'S**, these services shall be deemed to be provided under direct contracts to the City unless expressly provided otherwise. If the City chooses not to engage specialist consultants, then the Parties will work cooperatively to modify the scope of services to reflect any reductions or additions to the services to be provided by **BRUCKNER'S.**

   c. The City shall give prompt consideration to all documentation related to the Project prepared by **BRUCKNER'S** and whenever prompt action is necessary shall inform **BRUCKNER'S** of City's decisions in such reasonable time so as not to delay the schedule for providing the Services.

   d. The City of Fayetteville's Fleet Operations Superintendent is the project representative with respect to the services to be performed under this Agreement. The Fleet Operations

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.

4. BRUCKNER'S Responsibilities:
   a. **BRUCKNER'S** shall furnish the necessary qualified personnel to provide the Services. **BRUCKNER'S** represents that it has access to the experience and capability necessary to and agrees to perform the Services with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the Services at the time when and the location in which the Services were performed. This undertaking does not imply or guarantee a perfect Project and in the event of failure or partial failure of the product or the Services, **BRUCKNER'S** will be liable only for its failure to exercise diligence, reasonable care, and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure **BRUCKNER'S** performance. There are no other representations or warranties expressed or implied made by **BRUCKNER'S**.

5. Non-Assignment: **BRUCKNER'S** shall not assign its duties under the terms of this agreement without prior written consent of the City.

6. Indemnification and Hold Harmless:
   a. **BRUCKNER'S** agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, but not defend, against any and all claims for property damage, personal injury or death, arising from **BRUCKNER'S** performance under this contract. This clause shall not, in any form or manner, be construed to waive that tort immunity set forth under Arkansas Law.

   b. Notwithstanding anything to the contrary, the total amount of all claims the City of Fayetteville may have against **BRUCKNER'S** under this contract or arising from the performance or non-performance of the services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall not exceed $500,000. As the City of Fayetteville's sole and exclusive remedy under this contract any claim, demand or suit shall be directed and/or asserted only against **BRUCKNER'S** and not against any of **BRUCKNER'S** employees, officers or directors. Neither the City of Fayetteville nor **BRUCKNER'S** shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this contract or the performance of the services on this project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

7. Insurance:
    a. **BRUCKNER'S** shall furnish a certificate of insurance addressed to the City of Fayetteville within ten (10) calendar days after contract finalization, presenting insurance which shall be maintained throughout the term of the Contract in compliance with the terms of RFP 24-13. If applicable, **BRUCKNER'S** shall require any subcontractor to provide insurance. In the event any employee engaged in work on the project under this contract is not protected under Worker's Compensation insurance, **BRUCKNER'S** shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of their employees are not otherwise protected. Worker's Compensation coverage shall be applicable with state law.
        i. **BRUCKNER'S** shall carry the following coverages, at minimum:
            1. Worker's Compensation Insurance – Statutory Amount
            2. Automotive Insurance covering all vehicles and trailers, if applicable
            3. General Liability - $1,000,000 each occurrence, $3,000,000 aggregate
        ii. Certificates of Insurance shall list the City of Fayetteville as an additional insured. Listing the CITY as a Certificate Holder only is NOT an acceptable substitute. Certificates of Insurance must include the endorsement(s) showing the City of Fayetteville listed as an additional insured.

8. Price:
    a. **BRUCKNER'S** shall perform the services included in this proposal, over the length of 5 years, using the fee breakdown for services and purchases as identified in Appendix B.
        i. Additional services requested that fall outside the scope of this project shall be provided on a time-and-materials basis, subject to pre-approval.

9. Payments:
    a. Payments shall be made after approval and acceptance of each itemized invoice, which shall not be unreasonably withheld.

    b. Unless disputed by the City, payments shall be made **30 calendar days after acceptance of invoice**. Electronic delivery to the City is preferred.

10. Terms: This contract shall be effective for one (1) year from City Council approval and shall be automatically renewable for up to four (4) annual, automatic renewals for a possible contract term of five (5) years.

11. Ownership of Documents:
    a. All documents provided by the City are and remain the property of the City. **BRUCKNER'S** may retain reproduced copies of drawings and copies of other documents.

b. All documents and records, whether in physical or electronic format, prepared by **BRUCKNER'S** or its subconsultant as part of the Project shall become the property of City; provided, however, that **BRUCKNER'S** shall have the unrestricted right to their use.

c. **BRUCKNER'S** shall retain its rights in its standard document details, specifications, databases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of **BRUCKNER'S.**

d. **BRUCKNER'S** will grant the City, the State of Arkansas, and the United States of America a royalty-free, non- exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this agreement by the contractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

12. Independent Contractor: **BRUCKNER'S** is an independent contractor of the City and shall maintain complete responsibility for applicable state or federal law on unemployment insurance, withholding taxes, social security, or other industrial, labor or discrimination law for its employees. **BRUCKNER'S** is responsible for its agents, sub-consultants, methods, and operations.

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

14. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City 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 photo coping costs pursuant to the FOIA may be assessed for this compliance.

15. Termination: This Contract may be terminated by the City of Fayetteville or **BRUCKNER'S** for any reason with thirty (30) days written notice. If either party breaches this agreement, the non-defaulting party may terminate this Agreement after giving seven (7) days' notice to remedy the breach. On termination of this agreement, the City shall pay **BRUCKNER'S** for the services performed through the date of termination within thirty (30) days of acceptance of final invoice.

16. Changes in Scope or Price: Changes, modifications, or amendments in scope, 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. No modification of this contract shall be binding unless made in writing and executed by both parties.

17. Applicable Law: This Agreement shall be governed by and construed in accord with the laws of the State of Arkansas. Venue for all legal disputes shall be Washington County, Arkansas.

18. Contract Administration: The Mayor or their Designated Representative shall be the Contract Administrator for this contract. **BRUCKNER'S** Principal or their Designated Representative shall be the primary contact for all matters pertaining to this contract.

19. Professional Responsibility: **BRUCKNER'S** shall exercise reasonable skill, care, and diligence in the performance of services and will carry out its responsibilities in accordance with customarily accepted professional practices.

20. Permits & Licenses: **BRUCKNER'S** shall secure and maintain any and all permits and licenses required to complete this Contract.

21. Publications: Recognizing the importance of professional development on the part of **BRUCKNER'S** employees and the importance of **BRUCKNER'S** public relations **BRUCKNER'S** may prepare publications, such as technical papers, articles for periodicals, promotional materials, and press releases, in electronic or other format, pertaining to **BRUCKNER'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 **BRUCKNER'S**. 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 **BRUCKNER'S** activities pertaining to any such publication shall be for **BRUCKNER'S** account.

22. Entire Agreement: These Contract documents constitute the entire agreement between the City of Fayetteville and **BRUCKNER'S** and may be modified only by a duly executed written instrument signed by the City of Fayetteville and **BRUCKNER'S.** In the event of a conflict between the terms of this Contract and the appendices, this Contract and the terms and conditions contained in Appendix B shall control.

23. Force Majeure: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the City of its obligation to pay **BRUCKNER'S** for services actually rendered.

24. Severability: In the event that any court of competent jurisdiction shall determine that any provision of this agreement shall be unenforceable, then that provision shall be deemed to be null and void and the remaining provisions hereof shall remain in full force and effect.

25. Debarment Certification: **BRUCKNER'S** hereby provides debarment/suspension certification indicating compliance with the below Federal Executive Order. Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. **BRUCKNER'S** hereby attests its principal is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

IN WITNESS WHEREOF, **CITY OF FAYETTEVILLE, ARKANSAS** by and through its Mayor, and **BRUCKNER'S TRUCK AND EQUIPMENT** by its authorized officer has made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

By: Molly Rawn

MOLLY RAWN, MAYOR

ATTEST:

By: Kara Paxton

Kara Paxton, City Clerk Treasurer

Date Signed: February 4, 2025

BRUCKNER'S TRUCK AND EQUIPMENT

By: Matt Ernst

MATT ERST, GENERAL MANAGER

Date Signed: 1/6/2025

CITY OF FAYETTEVILLE ARKANSAS

RFP 24-13
Bruckner's Truck & Equipment
Supplier Response

RFP 24-13 Appendix B Collision Repair Services Bruckner's Submittal

Event Information

Number: RFP 24-13
Title: Collision Repair Services
Type: Request for Proposal
Issue Date: 10/6/2024
Deadline: 10/30/2024 02:00 PM (CT)
Notes: The City of Fayetteville, Arkansas, seeks proposals from qualified firms to collision repairs to City vehicles and/or equipment. Any questions regarding this RFP shall be directed to Amanda Beilfuss, City of Fayetteville Sr. Purchasing Agent at abeilfuss@fayetteville-ar.gov or (479) 575-8220.

Contact Information

Contact: Amanda Beilfuss, Sr. Purchasing Agent
Address: Purchasing
Room 306
City Hall
113 West Mountain Street - Room 306
Fayetteville, AR 72701
Email: abeilfuss@fayetteville-ar.gov

Bruckner's Truck & Equipment Information

Contact: Matt Ernst
Address: 9471 East I 40 Amarillo, TX 79
amarillo, TX 79118
Phone: (479) 770-6040
Email: mernst@brucknertruck.com

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

Matt Ernst
Signature

mernst@brucknertruck.com
Email

Submitted at 10/29/2024 07:58:26 PM (CT)

Supplier Note

We appreciate the opportunity to continue our partnership into the future.

Requested Attachments

RFP 24-13, Collision Repair Services

City of Fayetteville RFP 24-13 Collision Repair Services.pdf

Please attach the signed and completed RFP form, including any additional information, located in the 'Attachments' tab, along with proposal.

Bid Attributes

1	**Arkansas Secretary of State Filing Number:** *No response*
2	**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
3	**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

RFP 24-13, Collision Repair Services
Appendix B
Bruckner's Submittal

4	**Addendum Acknowledgement** By selecting "I agree", you acknowledge that you have read all addendum(s) that have been issued for this solicitation, if applicable. ☑ I agree

Appendix B
RFP 24-13, Collision Repair Services
Bruckner's Submittal

CITY OF FAYETTEVILLE ARKANSAS

City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8256

TDD (Telecommunication Device for the Deaf): 479.521.1316

RFP (REQUEST FOR PROPOSAL)

Request for Proposal: RFP 24-13, Collision Repair Services
DEADLINE: Wednesday, October 30, 2024 before 2:00 PM, local time
SR. PURCHASING AGENT: Amanda Beilfuss, abeilfuss@fayetteville-ar.gov
DATE OF ISSUE AND ADVERTISEMENT: 10/06/2024

Appendix B
RFP 24-13, Collision Repair Services
Bruckner's Submittal

REQUEST FOR PROPOSAL
RFP 24-13, Collision Repair Services

No late proposals shall be accepted. RFPs shall be submitted through the City's third-party electronic bidding platform or by submitting a sealed physical proposal to the City of Fayetteville, Purchasing Division at the below location.

City of Fayetteville
Purchasing Division – Room 306
113 West Mountain Street
Fayetteville, AR 72701

All proposals shall be submitted in accordance with the attached City of Fayetteville specifications and documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Director.

City of Fayetteville, AR
Request for Proposal
RFP 24-13, Collision Repair Services

The City of Fayetteville, Arkansas, seeks proposals from qualified firms to collision repairs to City vehicles and/or equipment. Any questions regarding this RFP shall be directed to Amanda Beilfuss, City of Fayetteville Sr. Purchasing Agent at abeilfuss@fayetteville-ar.gov or (479) 575-8220.

Solicitation documents and addenda shall be obtained at the City of Fayetteville Purchasing Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All proposals shall be received by Thursday, October 30, 2024 before 2:00 PM, Local Time utilizing the electronic bidding software or by submitting a sealed physical proposal to the City of Fayetteville, Purchasing Division. All proposals are due before the time stated. No late proposals shall be accepted. Submitting electronically is strongly encouraged. The City of Fayetteville shall not be responsible for lost or misdirected proposals, or for failure of proposer's technical equipment.

All interested parties shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the project is located. A current registration with the Arkansas Secretary of State shall be valid at time of Contract award.

The City of Fayetteville reserves the right to reject any or all Proposals and to waive irregularities therein, and all parties agree that such rejection shall be without liability on the part of the City of Fayetteville for any damage or claim brought by any interested party because of such rejections, nor shall any interested party seek any recourse of any kind against the City of Fayetteville because of such rejections. The filing of any Statement in response to this invitation shall constitute an agreement of the interested party to these conditions.

City of Fayetteville
By: Amanda Beilfuss, Sr. Purchasing Agent
P: 479.575.8220 abeilfuss@fayetteville-ar.gov
TDD (Telecommunications Device for the Deaf): (479) 521-1316
Date of advertisement: 10/06/2024
This publication was paid for by the Purchasing Division of the City of Fayetteville, Arkansas.
Amount paid: $XXX.XX

RFP 24-13, Collision Repair Services
Appendix B
Bruckner's Submittal

1. SUBMISSION OF A PROPOSAL SHALL INCLUDE:
   Each proposal shall contain the following at a minimum. Proposer must also address detailed requirements as specified in the Scope of Work.

   a. References

   b. Current Customers

   c. Equipment and Safety Measures

   d. Cost Summary

   e. Additional Services (OPTIONAL)

   f. Submitting and responding to this RFP: Proposals shall be prepared simply and economically, providing a straightforward, concise description of its ability to meet the requirements for the project. Fancy bindings, colored displays, and promotional material are not required. Emphasis should be on completeness and clarity of content. All documents physically submitted should be typewritten on standard 8 ½" x 11" white papers and bound in one volume. Exceptions would be schematics, exhibits, one-page resumes, and City required forms. Limit proposal to twenty-five (25) pages or less, excluding one-page team resumes, references, and forms required by the City for completion. All proposals shall be sealed upon delivery to the City of Fayetteville.

      i. Option 1 –Electronic Submittal (***strongly encouraged***): Proposers can go to www.fayetteville-ar.gov/bids and follow the prompts to submit a proposal within the electronic bidding platform. If a proposal is submitted electronically, a physical submission is not necessary. All Proposers must register in order to be able to submit. There is no fee for registration.

      ii. Option 2 – Physical Submittal: All Proposers shall submit one (1) original copy of their proposal and shall be provided to the City in a sealed manner. FedEx, UPS, USPS, or other packages should be clearly marked with the RFP number on the outside of the mailing package.

   g. Proposals will be reviewed following the stated deadline, as shown on the cover sheet of this document. Only the names of Proposer's will be available after the deadline until a contract has been awarded by the Fayetteville City Council. All interested parties understand proposal documents will not be available until after a valid contract has been executed.

   h. Proposers shall submit a proposal based on documentation published by the Fayetteville Purchasing Division.

RFP 24-13, Collision Repair Services
Appendix B
Bruckner's Submittal

i. Proposals must follow the format of the RFP. Proposers should structure their responses to follow the sequence of the RFP.

j. Proposers shall have experience in work of the same or similar nature and must provide references that will satisfy the City of Fayetteville. Proposer shall furnish a reference list of clients for whom they have performed similar services and must provide information as requested in this document.

k. Proposer is advised that exceptions to any of the terms contained in this RFP or the attached service agreement must be identified in its response to the RFP. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

l. Local time shall be defined as the time in Fayetteville, Arkansas on the due date of the deadline. Documents shall be received before the deadline time as shown by the atomic clock located in the Purchasing Division Office or electronic clock located in the City's third-party bidding software.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:
No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this proposal must be sent in writing via e-mail to the Purchasing Department. Responses to questions may be handled as an addendum if the response provides clarification to the requirements of the proposal. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract.

3. DESCRIPTION OF SUPPLIES AND SERVICES:
Any manufacturer's names, trade name, brand name, catalog number, etc. used in specifications are for the purpose of describing and establishing general quality levels. Such references are NOT intended to be restrictive. Proposals shall be considered for all brands that meet the quality of the specifications listed for any items.

4. RIGHTS OF CITY OF FAYETTEVILLE IN REQUEST FOR PROPOSAL PROCESS:
In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the right to the following:

a. The City of Fayetteville reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual Proposer does not require negotiation with others.

b. The City of Fayetteville reserves the right to select the proposal it believes will serve the best interest(s) of the City.

c. The City of Fayetteville reserves the right to accept or reject any or all proposals.

d. The City of Fayetteville reserves the right to cancel the entire request for proposal.

e. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the request for proposal or in proposals submitted.

RFP 24-13, Appendix B
Collision Repair Services
Bruckner's Submittal

f. The City of Fayetteville reserves the right to request any necessary clarifications, additional information or proposal data without changing the terms of the proposal.

g. The City of Fayetteville reserves the right to make selection of the Proposer to perform the services required on the basis of the original proposals without negotiation.

h. The City reserves the right to ask for a best and final offer from one or more Proposers. The best and final offer process is not guaranteed; therefore, Proposers shall submit and respond to this RFP on the most favorable terms available.

5. EVALUATION CRITERIA:

The evaluation criterion defines the factors that will be used by the selection committee to evaluate and score responsive, responsible and qualified proposals. Proposers shall include sufficient information to allow the selection committee to thoroughly evaluate and score proposals. Each proposal submitted shall be evaluated and ranked by a selection committee. The contract will be awarded to the most qualified Proposer, per the evaluation criteria listed in this RFP. Proposers are not guaranteed to be ranked.

6. COSTS INCURRED BY PROPOSERS:

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith, shall be borne solely by the Proposer(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Proposer(s) prior to contract commencement.

7. ORAL PRESENTATION:

An oral presentation and/or interview may be requested of any firm, at the selection committee's discretion.

8. CONFLICT OF INTEREST:

a. The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Limited Authority of City Employee to Provide Services to the City".

b. The Proposer shall promptly notify Amanda Beilfuss, City Sr. Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the Proposer's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the Proposer may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Proposer. The City agrees to communicate with the Proposer its opinion via e-mail or first-class mail within thirty days of receipt of notification.

9. WITHDRAWAL OF PROPOSAL:

A proposal may be withdrawn prior to the time set for the proposal submittal based on a written request from an authorized representative of the firm; however, a proposal shall not be withdrawn after the time set for the proposal.

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Bruckner's Submittal

10. LATE PROPOSAL OR MODIFICATIONS:

a. Proposal and modifications received after the time set for the proposal submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Proposers refer to their submission status in the online bidding portal or call the Purchasing Division at (479) 575-8220 to ensure receipt of their submittal documents prior to opening time and date listed.

b. The time set for the deadline shall be local time for Fayetteville, AR on the date listed. All proposals shall be received in the Purchasing Division BEFORE the deadline stated. The official clock to determine local time shall be the atomic clock located in the Purchasing Division, Room 306 of City Hall, 113 W. Mountain, Fayetteville, AR.

11. CONSTITUTIONAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

The laws of the State of Arkansas apply to any purchase made under this request for proposal. Proposers shall comply with all constitutional, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.

12. PROVISION FOR OTHER AGENCIES:

Unless otherwise stipulated by the Proposer, the Proposer agrees to make available to all Government agencies, departments, municipalities, and counties, the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible users shall mean all state of Arkansas agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, counties, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

13. COLLUSION:

The Proposer, by affixing his or her signature to this proposal, agrees to the following: "Proposer certifies that their proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

14. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

a. The City of Fayetteville reserves the privilege of auditing a Contractor's records as such records relate to purchases between the City and said Contractor.

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

c. Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.

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15. CITY INDEMNIFICATION:
The successful Proposer(s) agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the services or any part thereof covered by this order, and such obligation shall survive acceptance of the services and payment thereof by the City.

16. VARIANCE FROM STANDARD TERMS & CONDITIONS:
All standard terms and conditions stated in this request for proposal apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by Proposers prior to submitting a proposal on this requirement.

17. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:
Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), no later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

18. CERTIFICATE OF INSURANCE:
The successful Proposer shall provide a Certificate of Insurance of professional liability insurance in the amount of $1 million US dollars, at minimum. Such Certificate of Insurance shall list the City as an additional insured and not be required unless firm is selected. Insurance shall remain valid throughout contract completion.

19. PAYMENTS AND INVOICING:
The Proposer must specify in their proposal the exact company name and address which must be the same as invoices submitted for payment as a result of award of this RFP. Further, the successful Proposer is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original RFP. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest or penalty for untimely payments. Payments can be processed through Proposer's acceptance of Visa at no additional costs to the City for expedited payment processing. The City will not agree to allow any increase in hourly rates by the contract without PRIOR Fayetteville City Council approval.

20. CANCELLATION:
a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.

b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.

c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.

RFP 24-13, Appendix B Collision Repair Services Bruckner's Submittal

d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the Contractor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City.

21. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a Proposer intends to subcontract a portion of this work, the Proposer shall disclose such intent in the proposal submitted as a result of this RFP.

b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first.

22. NON-EXCLUSIVE CONTRACT:

Award of this RFP shall impose no obligation on the City to utilize the Contractor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-phase contracts, this provision shall apply separately to each item.

23. LOBBYING:

Lobbying of selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from contacting the Purchasing Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

24. ADDITIONAL REQUIREMENTS:

The City reserves the right to request additional services relating to this RFP from the Proposer. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may become necessary.

25. SERVICES AGREEMENT:

A written agreement, in substantially the form attached, incorporating the RFP and the successful proposal will be prepared by the City, signed by the successful Proposer and presented to the City of Fayetteville for approval and signature of the Mayor.

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26. INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS:

Proposers shall use the original RFP form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Proposers may use an attachment as an addendum to the RFP form(s) if sufficient space is not available on the original form for the Proposer to enter a complete response. **Any modifications or alterations to the original RFP documents by the Proposer, whether intentional or otherwise, will constitute grounds for rejection of such RFP response.** Any such modifications or alterations a Proposer wishes to propose shall be clearly stated in the Proposer's RFP response and presented in the form of an addendum to the original RFP documents.

27. OTHER GENERAL CONDITIONS:

a. Proposers must provide the City with their proposals signed by an employee having legal authority to submit proposals on behalf of the Proposer. The entire cost of preparing and providing responses shall be borne by the Proposer.

b. The City reserves the right to request any additional information it deems necessary from any or all Proposers after the submission deadline.

c. This solicitation is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the City to pay for any costs incurred by Proposer in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the Proposer's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.

d. If products, components, or services other than those described in this bid document are proposed, the Proposer must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.

e. **Any uncertainties shall be brought to the attention to Amanda Beilfuss immediately via telephone (479.575.8220) or e-mail (abeilfuss@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all Proposers to be on equal terms.**

f. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Amanda Beilfuss, City of Fayetteville, Sr. Purchasing Agent via e-mail (abeilfuss@fayetteville-ar.gov) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.

g. At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews.

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h. Any information provided herein is intended to assist the Proposer in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements but is not intended to limit an RFP's content or to exclude any relevant or essential data.

i. Proposers irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be controlled by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.

j. The successful Proposer shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful Proposer assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the successful Proposer shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.

k. The successful Proposer's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Proposer shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to the City of Fayetteville.

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1. INTRODUCTION:

The City of Fayetteville is requesting proposals from qualified proposers to provide automotive body damage repair services and related mechanical repairs to city vehicles. This shall include, but is not limited to; cars, trucks (light and heavy), vans, fire apparatuses, trailers, etc. **The intent is to establish annual contracts with multiple qualified firms for these services.** The awarded Proposer ("Contractor") are encouraged to submit proposals for all or any combination of vehicle class categories shown:

Car	17	6-Toyota	2- Ford	9- Other
Van/SUV	102	87- Chevy	4- Honda	11- Other
Light Duty Truck	149	59- Ford	7- Chevy	83- Other
Heavy Duty Truck	125	27- Freightliner	23- Peterbilt	75- Other
Off Road	165	34- Bobcat	28- Caterpillar	103- Other
Trailers	128	9- Triple Star	6- Bellwether	113- Other
Motorcycle	5	Harley		

Repairs for other specialized equipment not listed above may also be needed.

2. SCOPE OF WORK:

The Contractor shall be responsible for making general body and required mechanical repairs related to accidents and vandalism to the City's owned and/or maintained vehicles and equipment.

a. **Estimates** – Repairs shall only be authorized by and compensated for, to the extent as specified in the written damage repair estimate (the "estimate") provided to the City's Fleet Division ("Fleet") by the Contractor, or provided by the insurance adjuster to Fleet and the Contractor. Estimates may be subsequently amended by Contractor as required for hidden damages, but only with prior approval from Fleet and/or insurance provider.

   i. Estimates shall clearly indicate supplied parts and repair materials as:

      1. New Original Equipment Manufacturers (OEM)
      2. New "after-market"
      3. Used OEM

   ii. Labor estimates shall be based upon and supported by standard reference publications generally recognized for the use by the auto body repair industry, such as CCC Pathways software, Mitchell's, or Motor's Collision Repair manuals. The estimates shall state the reference publication used.

   iii. Estimated completion times shall be furnished on each estimate. Fleet may approve additional time to complete repairs for previously hidden damages or non-availability of repair parts upon Contractor's request and documentation.

b. **Repairs** – Quality of the completed work for fit, finish, sheet metal work, overall painting, paint blending, and patching must be acceptable to Fleet.

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i. The standards for repairs are:

1. Repaired surface area(s) shall match the rest of the vehicle in color, fit, and/or finish.
2. All auto body and repaired parts and/or materials used in the repairs shall be certified by the manufacturer as meeting Original Equipment Manufacturer (OEM) specifications.

ii. When non-OEM auto body parts are approved for use, such parts shall be certified by the Certified Auto Parts Association (CAPA) and warranted by the Contractor as being equal in kind and quality in terms of fit, performance, and overall quality to the original manufacturer parts they are replacing.

iii. Fleet may elect to provide required parts to Contractor. In such case, Contractor will NOT be required to warranty the provided parts and/or labor required for *rework* due to failure of Fleet provided parts.

iv. Accident related damage(s) discovered by Contractor subsequent to completion of the estimate and which were omitted from the estimate ("hidden damages"), shall be reported to Fleet and/or insurance for a supplemental claim to obtain authorization to make such additional repairs.

c. Performance – Fleet will use the following items throughout the duration of the contract to evaluate Contractor performance:

i. Number of times vehicles are sent back for rework
ii. Number of times work is not completed on time
iii. Number of invoicing errors
iv. Number of estimates requiring supplementary repairs
v. Costs of supplementary repairs and parts
vi. Scheduling delays

d. Additional Requirements –

i. Contractor shall be liable for the security and safekeeping of the vehicles including attachments, components, emergency signal equipment, tools, and radios when in the Contractor's possession, including transportation to and from Fleet.

ii. Contractor shall maintain records and comply with all applicable EPA and OSHA requirements governing auto body repair (further details within *Conditions and Instruction*). Records of all hazardous waste removal shall be made available to Fleet or its assigned agents.

iii. Contractor shall maintain vendor receipts for parts used in performing the needed repairs. Parts pricing shall be subject to audit by Fleet to verify the markup specified in the pricing schedule.

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4. PAYMENT:

The City shall pay Contractor only for work specifically authorized and performed per the estimate and/or any previously approved supplements. Payments shall be made once a Fleet representative has accepted and approved the repairs, noting satisfactory completion and signing the Contractor's invoice. Payment may also be made by private insurance companies directly to the Contractor.

5. INSURANCE:

Contractor shall provide a Certificate of Insurance supplying commercial general liability coverage, prior to commencement of any work. Such certificate shall list the City of Fayetteville as an additional insured. Listing the City of Fayetteville as a Certificate Holder is NOT an acceptable substitute. Insurance shall remain valid throughout project completion. The following list of insurance coverages shall be considered the minimum coverage the City will accept:

i. Worker's Compensation Insurance: Statutory Amount
ii. Automotive Insurance covering all vehicles and trailers, if applicable
iii. General Liability: $1,000,000 each occurrence; $3,000,000 aggregate

6. CONTRACT FORMATION:

If the negotiation produces mutual agreement, a contract will be considered for approval by the City of Fayetteville City Council. If negotiations with the highest-ranking Proposer fail, negotiations may be initiated with the next highest-ranking Proposer until an agreement is reached. The City reserves the right to reject all offers and end the process without executing a contract.

7. CONTRACT TERM:

Contract shall be considered valid for one (1) year from Council approval with four (4) annual, automatic renewals pending City Council approval of the annual budget. The contract may be terminated by either party with thirty (30) days written notice without penalty.

8. SELECTION CRITERIA:

The following criteria will be used by the City to evaluate and score responsive proposals. Proposers shall include sufficient information to allow the City to thoroughly evaluate and score the proposal. Each proposal submitted is not required to be ranked by the selection committee. The contract may be awarded to the most qualified firm, per the evaluation criteria listed below, based on the evaluation of the selection committee. Following the evaluation of the proposals, the Selection Committee may request that the top-ranking firm(s) make an oral presentation or be interviewed. If presentations are necessary, they will take place in Fayetteville, Arkansas. Notices will be sent by the Purchasing Division. Selection Criteria includes:

1) 30% Qualifications in Relation to Specific Project to be Performed: Information reflecting qualifications of the consultant, partners, and project team. Indicated specialized experience and technical competence of the firm in connection with the type and complexity of the service required. Subcontractors, if used, shall be listed with information on their organization.

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2) 25% **Experience, Competence, and Capacity for Performance:** Information reflecting the names, titles, and qualifications (including experience and technical competence) of the major personnel assigned to this specific project.

3) 20% **Proposed Method of Doing Work:** A proposed work plan (description of how the project would be conducted as well as other facts concerning approach to scope) indicating methods and schedules for accomplishing scope of work. Include with this the amount of work presently underway.

4) 15% **Past Performance:** Previous evaluations shall be considered a significant factor. If previous evaluations with the City are not available, the professional firm's past performance records with City and others will be used, including quality of work, timely performance, diligence, and any other pertinent information. Firm will provide a list of similar jobs performed and person whom the City can contact for information.

5) 10% **Cost/Fees:** Complete costs and fees as described in this RFP and for delivery of the proposal including fiscal feasibility and financial stability. All fees shall be clearly identified with RFP response and be itemized as much as possible.

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1. COMPANY INFORMATION: The following information is required from all firms so all Proposals may be reviewed and properly evaluated:

   a. Company Name: Bruckner's Truck and Equipment

   b. Number of Years in Business: 92 Length in Current Location: 10+ years

   c. Current Number of Mechanics/Technicians: 7

   d. Average Years of Personnel Experience: 21 years

   e. Hours of Operations: Mon: 7:00-3:30pm Tues: 7:00-3:30pm Wed: 7:00-3:30pm Thur: 7:00-3:30pm
   Fri: 7:00-3:30pm Sat: closed Sun: closed

   f. Do you have a frame machine on site? No

   g. Please list ALL certifications possessed by personnel: Our painter has the nessesary training to paint customer or custom jobs. Our technicians have the experience to perform and repair all make/models.

   h. Please list any awards/recognitions received within the last 3 years:

   i. What are your towing capabilities? We do not own the equipment to tow. We use local vendors when needed.

   j. Please list and specify any vehicles or repairs you cannot accommodate: N/A

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3. REFERENCES: Please list four (4) references that you have previously performed contract services for within the past five (5) years (all fields must be completed):

1. Arkansas Association of Counties
COMPANY NAME

CITY, STATE, ZIP

Curtis Russell
CONTACT PERSON

501-977-4436
TELEPHONE

FAX NUMBER

curtis@eclipseappraisal.com
E-MAIL ADDRESS

2. Penske
COMPANY NAME

Lowell, AR
CITY, STATE, ZIP

Roger Lansen
CONTACT PERSON

479-659-3051
TELEPHONE

FAX NUMBER

roger.lansen@penske.com
E-MAIL ADDRESS

3. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

4. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

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1. COST PROPOSAL:

The Contractor agrees to provide the requested services/installation and equipment for automotive body damage repairs in compliance with the specifications, terms and conditions herein, as follows:

a. Proposed Warranty Period and Limitations (if any):

Body: 1 year

Paint: 5 years

Mechanical Repairs: 1 year

b. Proposed Labor Rates:

Service	Rate	Unit
Body Work Repairs	$ 120	Per Hour
Paint/Refinishing Repairs	$ 120	Per Hour
Mechanical Repairs	$ 150	Per Hour
Fiberglass Repairs	$ 120	Per Hour
Specialty Equipment Repairs	$ 120	Per Hour
Vinyl Decal Repairs/Removals	$ 120	Per Hour
Hazardous Waste Removals	$ n/a	*Applicably Specified (job, vehicle, load, etc..)
Detailed Cleaning (Wash, Vacuum, wipe downs)	$ 120	Per Vehicle

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c. Proposed Contractor's markup for repair parts: Type text here 25 %

d. Proposed percentage of markup, if any, on sublet repairs: 20 %

e. Proposed reference used for hourly labor repair estimates: Adjust Rite

f. Is contractor willing to travel to Fleet's facility (1525 S. Happy Hollow Road, Fayetteville, AR 72701) to provide an estimate on a vehicle or for transport to and from Fleet? If not, please specify if there would be exceptions:

Yes, currently do this for the City of Fayetteville

g. Proposed price for painting (including total prep time) vehicle categories indicated below:

Category	Entire Vehicle/Item	Door	Hood	Fender	Tailgate / Hatch	Bumper
Car	$	$	$	$	$	$
Compact Car	$	$	$	$	$	$
Van/SUV	$	$	$	$	$	$
Regular Cab Pickup	$	$	$	$	$	$
Extended Cab Pickup	$	$	$	$	$	$
Crew Cab Pickup	$	$	$	$	$	$
Motorcycle	$	$	$	$	$	$
Trailer	$	$	$	$	$	$
Heavy Trucks and Fire Apparatus (may include, but not limited to Sewer/Vac trucks, trash/recycling collection trucks, dump trucks, and other various specialty type heavy vehicles.						
Fire Apparatus	$	$	$	$	$	$
Heavy Duty Truck	$	$ 480	$ 960	$ 480	$	$

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2. PRICES:

a. All prices quoted (based on hourly labor rates) shall remain firm for the initial contract period.

b. If the contract is renewed, prices may be adjusted during each renewal contract period according to the terms listed within the *Price Escalation/ De-escalation* below.

3. ESCALATION/DE-ESCALATION:

a. Contractor may request an hourly labor rate price adjustment no more than one (1) time during any Contract (renewal) period. Renewals are one (1) year from Contract award by Fayetteville City Council.

b. Price adjustments shall be based on the percentage change of the Consumer Price Index – Urban Wage Earners, and Clerical Workers (CPI-W) United States City Average; not seasonally adjusted for Series Id: *Other Services* as published by the United States Bureau of Labor Statistics for the latest twelve months, for which statistics are available. The percentage change shall be applied to the (then) current Contract *labor rates* in effect for the City. The newly adjusted prices shall become effective upon a mutually acceptable date and shall affect all repair work requested *on or after that date.* All in shop/in progress work shall be completed and billed at the previous Contract price.

c. Price adjustments will not be automatic. The Contractor shall submit a written request to the City's Fleet Division.

d. Based on economic factors and/or market conditions, Fleet reserves the right to request a reduction in price at any time during the Contract period. The same index shall be applied in the same manner as above for price de-escalation adjustment(s).

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1. DISCLOSURE INFORMATION

a. Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Proposer response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

i. If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

_____1) NO KNOWN RELATIONSHIP EXISTS

X 2) RELATIONSHIP EXISTS (Please explain): Bruckner's Lowell, AR Body Shop has worked with the City of Fayetteville multiple times over the past 10 or more years. Various jobs repairing all makes and models.

b. I certify that; as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

c. Proposer agrees that they shall have a current, valid registration with the Arkansas Secretary of State at time of RFP deadline OR be able to provide proof of registration before recommendation of award to Fayetteville City Council.

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

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

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2. PRIMARY CONTACT INFORMATION

At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.

Corporate Name of Firm: Bruckner's Truck and Equipment

Primary Contact: Randy Williams Title of Primary Contact: Body Shop Manager

Phone Number (cell preferred): 479-903-3620

E-Mail Address: randy.williams@brucknertruck.com

3. ACKNOWLEDGEMENT OF ADDENDA

Acknowledge receipt of addenda for this invitation to bid, request for proposal, or request for qualification by signing and dating below. All addendums are hereby made a part of the bid or RFP documents to the same extent as though it were originally included therein. Proposers/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject Contractor to disqualification.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED
	Matt Ernst Matt Ernst	10/28/2024

4. DEBARMENT CERTIFICATION:

a. As an interested party on this project, you are required to provide debarment/suspension certification indicating compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

b. Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

c. Signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

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5. SIGNATURE SUBMITTAL:

NAME OF COMPANY: Bruckner's Truck and Equipment

PHYSICAL ADDRESS: 324 S Bloomington Lowell, AR 72745

MAILING ADDRESS: same as above

TAX ID #: 75-0972825 AR. SECRETARY OF STATE FILING #: _____

PHONE: 479-770-6040 FAX: _____

E-MAIL: mernst@brucknertruck.com

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

SIGNATURE: Matt Ernst

PRINTED NAME: Matt Ernst

TITLE: General Manager DATE: 10/28/2024

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END OF RFP DOCUMENT

Client#: 195268 BRUCTRU

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/13/2025

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

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

PRODUCER
CBIZ Insurance Services, Inc.
3300 North A Street
Suite 1100
Midland, TX 79705

CONTACT NAME: Becky Nall
PHONE (A/C, No, Ext): 432-571-4910 **FAX (A/C, No):**
E-MAIL ADDRESS: bnall@cbizstoltz.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : AXIS Surplus Insurance Company	26620
INSURER C : Lexington Insurance Company	19437
INSURER D : Arch Specialty Insurance Company	21199
INSURER E :	
INSURER F :	

INSURED
Bruckner Truck Sales, Inc.
9471 East I-40 Access Rd, Exit 76
Amarillo, TX 79118

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	GLO5480650	08/01/2024	07/01/2025	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	X	X	GP5480651	08/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR	X	X	P00100352432701	08/01/2024	07/01/2025	EACH OCCURRENCE	$2,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$2,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	WC5480649	08/01/2024	07/01/2025	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Excess Liability	X	X	066321017	08/01/2024	07/01/2025	$3M X $2M (above)	
D	Excess Liability	X	X	UXP105467100	08/01/2024	07/01/2025	$5M X $3M X $2M (above	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Fayetteville is included as additional insured on General Liability and Auto Liability as required by written contract. Excess follows form.

CERTIFICATE HOLDER
City of Fayetteville
113 W. Mountain St.
Fayettsville, AR 72701

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Mark A. Stoltz

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Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO5480650	Effective Date: 08/01/2024

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

(1) Your ongoing operations, with respect to Paragraph **1.a.** above; or

(2) "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

(a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

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in the performance of:

(a) Your ongoing operations, with respect to Paragraph **2.a.** above; or

(b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

(i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

(3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

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B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

(1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

(2) We receive written notice of a claim or "suit" as soon as practicable; and

(3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

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1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or

2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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General Liability Supplemental Coverage Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO5480650	Effective Date: 08/01/2024

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following changes apply to this Coverage Part. However, endorsements attached to this Coverage Part will supersede any provisions to the contrary in this General Liability Supplemental Coverage Endorsement.

A. Broadened Named Insured

1. The following is added to Section **II – Who Is An Insured**:

Any organization of yours, other than a partnership or joint venture, which is not shown in the Declarations, and over which you maintain an ownership interest of more than 50% of such organization as of the effective date of this Coverage Part, will qualify as a Named Insured. However, such organization will not qualify as a Named Insured under this provision if it:

a. Is newly acquired or formed during the policy period;

b. Is also an insured under another policy, other than a policy written to apply specifically in excess of this Coverage Part; or

c. Would be an insured under another policy but for its termination or the exhaustion of its limits of insurance.

Each such organization remains qualified as a Named Insured only while you maintain an ownership interest of more than 50% in the organization during the policy period.

2. The last paragraph of Section **II – Who Is An Insured** does not apply to this provision to the extent that such paragraph would conflict with this provision.

B. Newly Acquired or Formed Organizations as Named Insureds

1. Paragraph **3.** of Section **II – Who Is An Insured** is replaced by the following:

3. Any organization you newly acquire or form during the policy period, other than a partnership or joint venture, and over which you maintain an ownership interest of more than 50% of such organization, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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An additional premium will apply in accordance with our rules and rates in effect on the date you acquired or formed the organization.

2. The last paragraph of Section **II – Who Is An Insured** does not apply to this provision to the extent that such paragraph would conflict with this provision.

C. Insured Status – Employees

Paragraph **2.a.(1)** of Section **II – Who Is An Insured** is replaced by the following:

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

However:

Paragraphs **(1)(a)** and **(1)(d)** do not apply to your "employees" or "volunteer workers", who are not employed by you or volunteering for you as health care professionals, for "bodily injury" arising out of "Good Samaritan Acts" while the "employee" or "volunteer worker" is performing duties related to the conduct of your business.

"Good Samaritan Acts" mean any assistance of a medical nature rendered or provided in an emergency situation for which no remuneration is demanded or received.

Paragraphs **(1)(a), (b)** and **(c)** do not apply to any "employee" designated as a supervisor or higher in rank, with respect to "bodily injury" to co-"employees". As used in this provision, "employees" designated as a supervisor or higher in rank means only "employees" who are authorized by you to exercise direct or indirect supervision or control over "employees" or "volunteer workers" and the manner in which work is performed.

D. Additional Insureds – Lessees of Premises

1. Section **II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) who leases or rents a part of the premises you own or manage who you are required to add as an additional insured on this policy under a written contract or written agreement, but only with respect to liability arising out of your ownership, maintenance or repair of that part of the premises which is not reserved for the exclusive use or occupancy of such person or organization or any other tenant or lessee.

This provision does not apply after the person or organization ceases to lease or rent premises from you.

However, the insurance afforded to such additional insured:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

2. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III – Limits Of Insurance**:

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The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the written contract or written agreement referenced in Subparagraph **D.1.** above (of this endorsement); or

b. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This Paragraph **D.** shall not increase the applicable Limits of Insurance shown in the Declarations.

E. Additional Insured – Vendors

1. The following change applies if this Coverage Part provides insurance to you for "bodily injury" and "property damage" included in the "products-completed operations hazard":

Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization (referred to throughout this Paragraph **E.** as vendor) who you have agreed in a written contract or written agreement, prior to loss, to name as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business:

However, the insurance afforded to such vendor:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the written contract or written agreement to provide for such vendor.

2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

a. The insurance afforded the vendor does not apply to:

(1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(2) Any express warranty unauthorized by you;

(3) Any physical or chemical change in the product made intentionally by the vendor;

(4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(a) The exceptions contained in Subparagraphs **(4)** or **(6)**; or

(b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

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c. This insurance does not apply to any of "your products" for which coverage is excluded under this Coverage Part.

3. With respect to the insurance afforded to the vendor under this endorsement, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the vendor is the amount of insurance:

a. Required by the written contract or written agreement referenced in Subparagraph **E.1.** above (of this endorsement); or

b. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This Paragraph **E.** shall not increase the applicable Limits of Insurance shown in the Declarations.

F. Additional Insured – Managers, Lessors or Governmental Entity

1. Section **II – Who Is An Insured** is amended to include as an insured any person or organization who is a manager, lessor or governmental entity who you are required to add as an additional insured on this policy under a written contract, written agreement or permit, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omission of those acting on your behalf; and

resulting directly from:

a. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit;

b. Ownership, maintenance, occupancy or use of premises by you; or

c. Maintenance, operation or use by you of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

2. This provision does not apply:

a. Unless the written contract or written agreement has been executed, or the permit has been issued, prior to the "bodily injury", "property damage" or offense that caused "personal and advertising injury";

b. To any person or organization included as an insured under Paragraph **3.** of Section **II – Who Is An Insured**;

c. To any lessor of equipment if the "occurrence" or offense takes place after the equipment lease expires;

d. To any:

(1) Owners or other interests from whom land has been leased by you; or

(2) Managers or lessors of premises, if:

(a) The "occurrence" or offense takes place after the expiration of the lease or you cease to be a tenant in that premises;

(b) The "bodily injury", "property damage" or "personal and advertising injury" arises out of the structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor; or

(c) The premises are excluded under this Coverage Part.

3. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

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a. Required by the written contract or written agreement referenced in Subparagraph **F.1.** above (of this endorsement); or

b. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This Paragraph **F.** shall not increase the applicable Limits of Insurance shown in the Declarations.

G. Damage to Premises Rented or Occupied by You

1. The last paragraph under Paragraph **2. Exclusions** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in Section **III – Limits Of Insurance**.

2. Paragraph **6.** of Section **III – Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises while rented to you, or in the case of damage by one or more "specific perils" to any one premises, while rented to you or temporarily occupied by you with permission of the owner.

H. Broadened Contractual Liability

The "insured contract" definition under the **Definitions** Section is replaced by the following:

"Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage", or "personal and advertising injury" arising out of the offenses of false arrest, detention or imprisonment, to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(1)** above and supervisory, inspection, architectural or engineering activities.

I. Definition – Specific Perils

The following definition is added to the **Definitions** Section:

"Specific perils" means:

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a. Fire;

b. Lightning;

c. Explosion;

d. Windstorm or hail;

e. Smoke;

f. Aircraft or vehicles;

g. Vandalism;

h. Weight of snow, ice or sleet;

i. Leakage from fire extinguishing equipment, including sprinklers; or

j. Accidental discharge or leakage of water or steam from any part of a system or appliance containing water or steam.

J. Limited Contractual Liability Coverage – Personal and Advertising Injury

1. Exclusion **e.** of Section **I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement.

This exclusion does not apply to:

(1) Liability for damages that the insured would have in the absence of the contract or agreement; or

(2) Liability for "personal and advertising injury" if:

(a) The "personal and advertising injury" arises out of the offenses of false arrest, detention or imprisonment;

(b) The liability pertains to your business and is assumed in a written contract or written agreement in which you assume the tort liability of another. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; and

(c) The "personal and advertising injury" occurs subsequent to the execution of the written contract or written agreement.

Solely for purposes of liability so assumed in such written contract or written agreement, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal and advertising injury" described in Paragraph **(a)** above, provided:

(i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same written contract or written agreement; and

(ii) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. Paragraph **2.d.** of Section **I – Supplementary Payments – Coverages A and B** is replaced by the following:

d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

3. The following is added to the paragraph directly following Paragraph **2.f.** of Section **I – Supplementary Payments – Coverages A and B**:

Notwithstanding the provisions of Paragraph **2.e.(2)** of Section **I – Coverage B – Personal And Advertising Injury Liability**, such payments will not be deemed to be damages for "personal and advertising injury" and will not reduce the limits of insurance.

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K. Supplementary Payments

The following changes apply to **Supplementary Payments – Coverages A and B**:

Paragraphs **1.b.** and **1.d.** are replaced by the following:

b. Up to $2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

L. Broadened Property Damage

1. Property Damage to Contents of Premises Rented Short-Term

The paragraph directly following Paragraph **(6)** in Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" to premises (other than damage by "specific perils"), including "property damage" to the contents of such premises, rented to you under a rental agreement for a period of 14 or fewer consecutive days. A separate Limit of Insurance applies to Damage to Premises Rented to You as described in Section **III – Limits Of Insurance**.

2. Elevator Property Damage

a. The following is added to Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" arising out of the use of an elevator at premises you own, rent or occupy.

b. The following is added to Section **III – Limits Of Insurance**:

Subject to Paragraph **5.** above, the most we will pay under Coverage **A** for damages because of "property damage" to property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy is $25,000 per "occurrence".

3. Property Damage to Borrowed Equipment

a. The following is added to Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**:

Paragraph **(4)** of this exclusion does not apply to "property damage" to equipment you borrow from others at a jobsite.

b. The following is added to Section **III – Limits Of Insurance**:

Subject to Paragraph **5.** above, the most we will pay under Coverage **A** for damages because of "property damage" to equipment you borrow from others is $25,000 per "occurrence".

M. Expected or Intended Injury or Damage

Exclusion **a.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

N. Definitions – Bodily Injury

The "bodily injury" definition under the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death sustained by that person which results from that bodily injury, sickness or disease.

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O. Insured Status – Amateur Athletic Participants

Section **II – Who Is An Insured** is amended to include as an insured any person you sponsor while participating in amateur athletic activities. However, no such person is an insured for:

a. "Bodily injury" to:

(1) Your "employee", "volunteer worker" or any person you sponsor while participating in such amateur athletic activities; or

(2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company) while participating in such amateur athletic activities; or

b. "Property damage" to property owned by, occupied or used by, rented to, in the care, custody or control of, or over which the physical control is being exercised for any purpose by:

(1) Your "employee", "volunteer worker" or any person you sponsor; or

(2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

P. Non-Owned Aircraft, Auto and Watercraft

Exclusion **g.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) An aircraft that is hired or chartered by you or loaned to you, with a paid and licensed crew, and is not owned in whole or in part by an insured; or

(6) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

Q. Definitions – Leased Worker, Temporary Worker and Labor Leasing Firm

1. The "leased worker" and "temporary worker" definitions under the **Definitions** Section are replaced by the following:

"Leased worker" means a person leased to you by a "labor leasing firm" under a written agreement between you and the "labor leasing firm", to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

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"Temporary worker" means a person who is furnished to you to support or supplement your work force during "employee" absences, temporary skill shortages, upturns or downturns in business or to meet seasonal or short-term workload conditions. "Temporary worker" does not include a "leased worker".

2. The following definition is added to the **Definitions** Section:

"Labor leasing firm" means any person or organization who hires out workers to others, including any:

a. Employment agency, contractor or services;

b. Professional employer organization; or

c. Temporary help service.

R. Definition – Mobile Equipment

Definition **12.** in **Section V** – **Definitions** is replaced by the following:

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph **a.**, **b.**, **c.**, or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment, exceeding a combined gross vehicle weight of 1000 pounds, are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is license or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

S. Definitions – Your Product and Your Work

The "your product" and "your work" definitions under the **Definitions** Section are replaced by the following:

"Your product":

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a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

"Your work":

a. Means:

(1) Work, services or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work, services or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

T. Duties in the Event of Occurrence, Offense, Claim or Suit Condition

The following paragraphs are added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

Notice of an "occurrence" or of an offense which may result in a claim under this insurance or notice of a claim or "suit" shall be given to us as soon as practicable after knowledge of the "occurrence", offense, claim or "suit" has been reported to any insured listed under Paragraph **1.** of Section **II – Who Is An Insured** or an "employee" authorized by you to give or receive such notice. Knowledge by other "employees" of an "occurrence", offense, claim or "suit" does not imply that you also have such knowledge.

In the event that an insured reports an "occurrence" to the workers compensation carrier of the Named Insured and this "occurrence" later develops into a General Liability claim, covered by this Coverage Part, the insured's failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed to be a violation of this Condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability rather than a Workers Compensation claim.

U. Other Insurance Condition

Paragraphs **4.a.** and **4.b.(1)** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions** are replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other

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insurance by the method described in Paragraph **c.** below. However, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

Other insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is property insurance, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is property insurance purchased by you (including any deductible or self insurance portion thereof) to cover premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you (including any deductible or self insurance portion thereof) to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**; or

(v) That is property insurance (including any deductible or self insurance portion thereof) purchased by you to cover damage to:

Equipment you borrow from others; or

Property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy.

(b) Any other primary insurance (including any deductible or self insurance portion thereof) available to the insured covering liability for damages arising out of the premises, operations, products, work or services for which the insured has been granted additional insured status either by policy provision or attachment of any endorsement. Other primary insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.

(c) Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

V. Unintentional Failure to Disclose All Hazards

Paragraph **6. Representations** of Section **IV – Commercial General Liability Conditions** is replaced by the following:

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

Coverage will continue to apply if you unintentionally:

a. Fail to disclose all hazards existing at the inception of this policy; or

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b. Make an error, omission or improper description of premises or other statement of information stated in this policy.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part.

W. Waiver of Right of Subrogation

Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of Section **IV – Commercial General Liability Conditions** is replaced by the following:

8. Transfer Of Rights Of Recovery Against Others To Us

a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. If the insured waives its right to recover payments for injury or damage from another person or organization in a written contract executed prior to a loss, we waive any right of recovery we may have against such person or organization because of any payment we have made under this Coverage Part. The written contract will be considered executed when the insured's performance begins, or when it is signed, whichever happens first. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

X. Liberalization Condition

The following condition is added to Section **IV – Commercial General Liability Conditions**:

Liberalization Clause

If we revise this Coverage Part to broaden coverage without an additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the state shown in the mailing address of your policy.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.
This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: THE BOSWORTH COMPANY LTD

Endorsement Effective Date:

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE INSURED STATUS OR INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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Each person or organization shown in the Schedule is an “insured” for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an “insured” under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP5480651	08/01/2024	07/01/2025				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form**:**

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

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C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

(5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

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(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to $750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

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K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or

2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is $5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;

2. Repair;

3. Servicing;

4. "Loss"; or

5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

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agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

(1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

(5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

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U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered “auto” is stolen and recovered, we will pay the cost of transport to return the “auto” to you. We will pay only for those covered “autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

CITY OF FAYETTEVILLE ARKANSAS

City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8256

TDD (Telecommunication Device for the Deaf): 479.521.1316

RFP (REQUEST FOR PROPOSAL)

Request for Proposal: RFP 24-13, Collision Repair Services
DEADLINE: Wednesday, October 30, 2024 before 2:00 PM, local time
SR. PURCHASING AGENT: Amanda Beilfuss, abeilfuss@fayetteville-ar.gov
DATE OF ISSUE AND ADVERTISEMENT: 10/06/2024

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RFP 24-13, Collision Repair Services
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REQUEST FOR PROPOSAL
RFP 24-13, Collision Repair Services

No late proposals shall be accepted. RFPs shall be submitted through the City's third-party electronic bidding platform or by submitting a sealed physical proposal to the City of Fayetteville, Purchasing Division at the below location.

City of Fayetteville
Purchasing Division – Room 306
113 West Mountain Street
Fayetteville, AR 72701

All proposals shall be submitted in accordance with the attached City of Fayetteville specifications and documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Director.

City of Fayetteville, AR
Request for Proposal
RFP 24-13, Collision Repair Services

The City of Fayetteville, Arkansas, seeks proposals from qualified firms to collision repairs to City vehicles and/or equipment. Any questions regarding this RFP shall be directed to Amanda Beilfuss, City of Fayetteville Sr. Purchasing Agent at abeilfuss@fayetteville-ar.gov or (479) 575-8220.

Solicitation documents and addenda shall be obtained at the City of Fayetteville Purchasing Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All proposals shall be received by Thursday, October 30, 2024 before 2:00 PM, Local Time utilizing the electronic bidding software or by submitting a sealed physical proposal to the City of Fayetteville, Purchasing Division. All proposals are due before the time stated. No late proposals shall be accepted. Submitting electronically is strongly encouraged. The City of Fayetteville shall not be responsible for lost or misdirected proposals, or for failure of proposer's technical equipment.

All interested parties shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the project is located. A current registration with the Arkansas Secretary of State shall be valid at time of Contract award.

The City of Fayetteville reserves the right to reject any or all Proposals and to waive irregularities therein, and all parties agree that such rejection shall be without liability on the part of the City of Fayetteville for any damage or claim brought by any interested party because of such rejections, nor shall any interested party seek any recourse of any kind against the City of Fayetteville because of such rejections. The filing of any Statement in response to this invitation shall constitute an agreement of the interested party to these conditions.

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RFP 24-13, Collision Repair Services
City Issued RFP

City of Fayetteville
By: Amanda Beilfuss, Sr. Purchasing Agent
P: 479.575.8220 abeilfuss@fayetteville-ar.gov
TDD (Telecommunications Device for the Deaf): (479) 521-1316
Date of advertisement: 10/06/2024
This publication was paid for by the Purchasing Division of the City of Fayetteville, Arkansas.
Amount paid: $XXX.XX

1. SUBMISSION OF A PROPOSAL SHALL INCLUDE:
   Each proposal shall contain the following at a minimum. Proposer must also address detailed requirements as specified in the Scope of Work.

   a. References

   b. Current Customers

   c. Equipment and Safety Measures

   d. Cost Summary

   e. Additional Services (OPTIONAL)

   f. Submitting and responding to this RFP: Proposals shall be prepared simply and economically, providing a straightforward, concise description of its ability to meet the requirements for the project. Fancy bindings, colored displays, and promotional material are not required. Emphasis should be on completeness and clarity of content. All documents physically submitted should be typewritten on standard 8 ½" x 11" white papers and bound in one volume. Exceptions would be schematics, exhibits, one-page resumes, and City required forms. Limit proposal to twenty-five (25) pages or less, excluding one-page team resumes, references, and forms required by the City for completion. All proposals shall be sealed upon delivery to the City of Fayetteville.

      i. Option 1 –Electronic Submittal (***strongly encouraged***): Proposers can go to www.fayetteville-ar.gov/bids and follow the prompts to submit a proposal within the electronic bidding platform. If a proposal is submitted electronically, a physical submission is not necessary. All Proposers must register in order to be able to submit. There is no fee for registration.

      ii. Option 2 – Physical Submittal: All Proposers shall submit one (1) original copy of their proposal and shall be provided to the City in a sealed manner. FedEx, UPS, USPS, or other packages should be clearly marked with the RFP number on the outside of the mailing package.

   g. Proposals will be reviewed following the stated deadline, as shown on the cover sheet of this document. Only the names of Proposer's will be available after the deadline until a contract has been awarded by the Fayetteville City Council. All interested parties understand proposal documents will not be available until after a valid contract has been executed.

   h. Proposers shall submit a proposal based on documentation published by the Fayetteville Purchasing Division.

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i. Proposals must follow the format of the RFP. Proposers should structure their responses to follow the sequence of the RFP.

j. Proposers shall have experience in work of the same or similar nature and must provide references that will satisfy the City of Fayetteville. Proposer shall furnish a reference list of clients for whom they have performed similar services and must provide information as requested in this document.

k. Proposer is advised that exceptions to any of the terms contained in this RFP or the attached service agreement must be identified in its response to the RFP. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

l. Local time shall be defined as the time in Fayetteville, Arkansas on the due date of the deadline. Documents shall be received before the deadline time as shown by the atomic clock located in the Purchasing Division Office or electronic clock located in the City's third-party bidding software.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this proposal must be sent in writing via e-mail to the Purchasing Department. Responses to questions may be handled as an addendum if the response provides clarification to the requirements of the proposal. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract.

3. DESCRIPTION OF SUPPLIES AND SERVICES:

Any manufacturer's names, trade name, brand name, catalog number, etc. used in specifications are for the purpose of describing and establishing general quality levels. Such references are NOT intended to be restrictive. Proposals shall be considered for all brands that meet the quality of the specifications listed for any items.

4. RIGHTS OF CITY OF FAYETTEVILLE IN REQUEST FOR PROPOSAL PROCESS:

In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the right to the following:

a. The City of Fayetteville reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual Proposer does not require negotiation with others.

b. The City of Fayetteville reserves the right to select the proposal it believes will serve the best interest(s) of the City.

c. The City of Fayetteville reserves the right to accept or reject any or all proposals.

d. The City of Fayetteville reserves the right to cancel the entire request for proposal.

e. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the request for proposal or in proposals submitted.

RFP 24-13, Collision Repair Services
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f. The City of Fayetteville reserves the right to request any necessary clarifications, additional information or proposal data without changing the terms of the proposal.

g. The City of Fayetteville reserves the right to make selection of the Proposer to perform the services required on the basis of the original proposals without negotiation.

h. The City reserves the right to ask for a best and final offer from one or more Proposers. The best and final offer process is not guaranteed; therefore, Proposers shall submit and respond to this RFP on the most favorable terms available.

5. EVALUATION CRITERIA:

The evaluation criterion defines the factors that will be used by the selection committee to evaluate and score responsive, responsible and qualified proposals. Proposers shall include sufficient information to allow the selection committee to thoroughly evaluate and score proposals. Each proposal submitted shall be evaluated and ranked by a selection committee. The contract will be awarded to the most qualified Proposer, per the evaluation criteria listed in this RFP. Proposers are not guaranteed to be ranked.

6. COSTS INCURRED BY PROPOSERS:

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith, shall be borne solely by the Proposer(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Proposer(s) prior to contract commencement.

7. ORAL PRESENTATION:

An oral presentation and/or interview may be requested of any firm, at the selection committee's discretion.

8. CONFLICT OF INTEREST:

a. The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Limited Authority of City Employee to Provide Services to the City".

b. The Proposer shall promptly notify Amanda Beilfuss, City Sr. Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the Proposer's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the Proposer may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Proposer. The City agrees to communicate with the Proposer its opinion via e-mail or first-class mail within thirty days of receipt of notification.

9. WITHDRAWAL OF PROPOSAL:

A proposal may be withdrawn prior to the time set for the proposal submittal based on a written request from an authorized representative of the firm; however, a proposal shall not be withdrawn after the time set for the proposal.

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10. LATE PROPOSAL OR MODIFICATIONS:

a. Proposal and modifications received after the time set for the proposal submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Proposers refer to their submission status in the online bidding portal or call the Purchasing Division at (479) 575-8220 to ensure receipt of their submittal documents prior to opening time and date listed.

b. The time set for the deadline shall be local time for Fayetteville, AR on the date listed. All proposals shall be received in the Purchasing Division BEFORE the deadline stated. The official clock to determine local time shall be the atomic clock located in the Purchasing Division, Room 306 of City Hall, 113 W. Mountain, Fayetteville, AR.

11. CONSTITUTIONAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

The laws of the State of Arkansas apply to any purchase made under this request for proposal. Proposers shall comply with all constitutional, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.

12. PROVISION FOR OTHER AGENCIES:

Unless otherwise stipulated by the Proposer, the Proposer agrees to make available to all Government agencies, departments, municipalities, and counties, the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible users shall mean all state of Arkansas agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, counties, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

13. COLLUSION:

The Proposer, by affixing his or her signature to this proposal, agrees to the following: "Proposer certifies that their proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

14. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

a. The City of Fayetteville reserves the privilege of auditing a Contractor's records as such records relate to purchases between the City and said Contractor.

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

c. Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.

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15. CITY INDEMNIFICATION:
The successful Proposer(s) agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the services or any part thereof covered by this order, and such obligation shall survive acceptance of the services and payment thereof by the City.

16. VARIANCE FROM STANDARD TERMS & CONDITIONS:
All standard terms and conditions stated in this request for proposal apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by Proposers prior to submitting a proposal on this requirement.

17. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:
Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), no later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

18. CERTIFICATE OF INSURANCE:
The successful Proposer shall provide a Certificate of Insurance of professional liability insurance in the amount of $1 million US dollars, at minimum. Such Certificate of Insurance shall list the City as an additional insured and not be required unless firm is selected. Insurance shall remain valid throughout contract completion.

19. PAYMENTS AND INVOICING:
The Proposer must specify in their proposal the exact company name and address which must be the same as invoices submitted for payment as a result of award of this RFP. Further, the successful Proposer is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original RFP. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest or penalty for untimely payments. Payments can be processed through Proposer's acceptance of Visa at no additional costs to the City for expedited payment processing. The City will not agree to allow any increase in hourly rates by the contract without PRIOR Fayetteville City Council approval.

20. CANCELLATION:
a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.

b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.

c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.

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d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the Contractor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City.

21. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a Proposer intends to subcontract a portion of this work, the Proposer shall disclose such intent in the proposal submitted as a result of this RFP.

b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first.

22. NON-EXCLUSIVE CONTRACT:

Award of this RFP shall impose no obligation on the City to utilize the Contractor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-phase contracts, this provision shall apply separately to each item.

23. LOBBYING:

Lobbying of selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from contacting the Purchasing Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

24. ADDITIONAL REQUIREMENTS:

The City reserves the right to request additional services relating to this RFP from the Proposer. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may become necessary.

25. SERVICES AGREEMENT:

A written agreement, in substantially the form attached, incorporating the RFP and the successful proposal will be prepared by the City, signed by the successful Proposer and presented to the City of Fayetteville for approval and signature of the Mayor.

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26. INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS:

Proposers shall use the original RFP form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Proposers may use an attachment as an addendum to the RFP form(s) if sufficient space is not available on the original form for the Proposer to enter a complete response. **Any modifications or alterations to the original RFP documents by the Proposer, whether intentional or otherwise, will constitute grounds for rejection of such RFP response.** Any such modifications or alterations a Proposer wishes to propose shall be clearly stated in the Proposer's RFP response and presented in the form of an addendum to the original RFP documents.

27. OTHER GENERAL CONDITIONS:

a. Proposers must provide the City with their proposals signed by an employee having legal authority to submit proposals on behalf of the Proposer. The entire cost of preparing and providing responses shall be borne by the Proposer.

b. The City reserves the right to request any additional information it deems necessary from any or all Proposers after the submission deadline.

c. This solicitation is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the City to pay for any costs incurred by Proposer in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the Proposer's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.

d. If products, components, or services other than those described in this bid document are proposed, the Proposer must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.

e. **Any uncertainties shall be brought to the attention to Amanda Beilfuss immediately via telephone (479.575.8220) or e-mail (abeilfuss@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all Proposers to be on equal terms.**

f. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Amanda Beilfuss, City of Fayetteville, Sr. Purchasing Agent via e-mail (abeilfuss@fayetteville-ar.gov) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.

g. At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews.

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h. Any information provided herein is intended to assist the Proposer in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements but is not intended to limit an RFP's content or to exclude any relevant or essential data.

i. Proposers irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be controlled by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.

j. The successful Proposer shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful Proposer assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the successful Proposer shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.

k. The successful Proposer's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Proposer shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to the City of Fayetteville.

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CONTINUES ON NEXT PAGE

1. INTRODUCTION:

The City of Fayetteville is requesting proposals from qualified proposers to provide automotive body damage repair services and related mechanical repairs to city vehicles. This shall include, but is not limited to; cars, trucks (light and heavy), vans, fire apparatuses, trailers, etc. **The intent is to establish annual contracts with multiple qualified firms for these services.** The awarded Proposer ("Contractor") are encouraged to submit proposals for all or any combination of vehicle class categories shown:

Car	17	6-Toyota	2- Ford	9- Other
Van/SUV	102	87- Chevy	4- Honda	11- Other
Light Duty Truck	149	59- Ford	7- Chevy	83- Other
Heavy Duty Truck	125	27- Freightliner	23- Peterbilt	75- Other
Off Road	165	34- Bobcat	28- Caterpillar	103- Other
Trailers	128	9- Triple Star	6- Bellwether	113- Other
Motorcycle	5	Harley		

Repairs for other specialized equipment not listed above may also be needed.

2. SCOPE OF WORK:

The Contractor shall be responsible for making general body and required mechanical repairs related to accidents and vandalism to the City's owned and/or maintained vehicles and equipment.

a. **Estimates** – Repairs shall only be authorized by and compensated for, to the extent as specified in the written damage repair estimate (the "estimate") provided to the City's Fleet Division ("Fleet") by the Contractor, or provided by the insurance adjuster to Fleet and the Contractor. Estimates may be subsequently amended by Contractor as required for hidden damages, but only with prior approval from Fleet and/or insurance provider.

   i. Estimates shall clearly indicate supplied parts and repair materials as:

      1. New Original Equipment Manufacturers (OEM)
      2. New "after-market"
      3. Used OEM

   ii. Labor estimates shall be based upon and supported by standard reference publications generally recognized for the use by the auto body repair industry, such as CCC Pathways software, Mitchell's, or Motor's Collision Repair manuals. The estimates shall state the reference publication used.

   iii. Estimated completion times shall be furnished on each estimate. Fleet may approve additional time to complete repairs for previously hidden damages or non-availability of repair parts upon Contractor's request and documentation.

b. **Repairs** – Quality of the completed work for fit, finish, sheet metal work, overall painting, paint blending, and patching must be acceptable to Fleet.

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i. The standards for repairs are:

1. Repaired surface area(s) shall match the rest of the vehicle in color, fit, and/or finish.
2. All auto body and repaired parts and/or materials used in the repairs shall be certified by the manufacturer as meeting Original Equipment Manufacturer (OEM) specifications.

ii. When non-OEM auto body parts are approved for use, such parts shall be certified by the Certified Auto Parts Association (CAPA) and warranted by the Contractor as being equal in kind and quality in terms of fit, performance, and overall quality to the original manufacturer parts they are replacing.

iii. Fleet may elect to provide required parts to Contractor. In such case, Contractor will NOT be required to warranty the provided parts and/or labor required for *rework* due to failure of Fleet provided parts.

iv. Accident related damage(s) discovered by Contractor subsequent to completion of the estimate and which were omitted from the estimate ("hidden damages"), shall be reported to Fleet and/or insurance for a supplemental claim to obtain authorization to make such additional repairs.

c. Performance – Fleet will use the following items throughout the duration of the contract to evaluate Contractor performance:

i. Number of times vehicles are sent back for rework
ii. Number of times work is not completed on time
iii. Number of invoicing errors
iv. Number of estimates requiring supplementary repairs
v. Costs of supplementary repairs and parts
vi. Scheduling delays

d. Additional Requirements –

i. Contractor shall be liable for the security and safekeeping of the vehicles including attachments, components, emergency signal equipment, tools, and radios when in the Contractor's possession, including transportation to and from Fleet.

ii. Contractor shall maintain records and comply with all applicable EPA and OSHA requirements governing auto body repair (further details within *Conditions and Instruction*). Records of all hazardous waste removal shall be made available to Fleet or its assigned agents.

iii. Contractor shall maintain vendor receipts for parts used in performing the needed repairs. Parts pricing shall be subject to audit by Fleet to verify the markup specified in the pricing schedule.

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4. PAYMENT:

The City shall pay Contractor only for work specifically authorized and performed per the estimate and/or any previously approved supplements. Payments shall be made once a Fleet representative has accepted and approved the repairs, noting satisfactory completion and signing the Contractor's invoice. Payment may also be made by private insurance companies directly to the Contractor.

5. INSURANCE:

Contractor shall provide a Certificate of Insurance supplying commercial general liability coverage, prior to commencement of any work. Such certificate shall list the City of Fayetteville as an additional insured. Listing the City of Fayetteville as a Certificate Holder is NOT an acceptable substitute. Insurance shall remain valid throughout project completion. The following list of insurance coverages shall be considered the minimum coverage the City will accept:

i. Worker's Compensation Insurance: Statutory Amount
ii. Automotive Insurance covering all vehicles and trailers, if applicable
iii. General Liability: $1,000,000 each occurrence; $3,000,000 aggregate

6. CONTRACT FORMATION:

If the negotiation produces mutual agreement, a contract will be considered for approval by the City of Fayetteville City Council. If negotiations with the highest-ranking Proposer fail, negotiations may be initiated with the next highest-ranking Proposer until an agreement is reached. The City reserves the right to reject all offers and end the process without executing a contract.

7. CONTRACT TERM:

Contract shall be considered valid for one (1) year from Council approval with four (4) annual, automatic renewals pending City Council approval of the annual budget. The contract may be terminated by either party with thirty (30) days written notice without penalty.

8. SELECTION CRITERIA:

The following criteria will be used by the City to evaluate and score responsive proposals. Proposers shall include sufficient information to allow the City to thoroughly evaluate and score the proposal. Each proposal submitted is not required to be ranked by the selection committee. The contract may be awarded to the most qualified firm, per the evaluation criteria listed below, based on the evaluation of the selection committee. Following the evaluation of the proposals, the Selection Committee may request that the top-ranking firm(s) make an oral presentation or be interviewed. If presentations are necessary, they will take place in Fayetteville, Arkansas. Notices will be sent by the Purchasing Division. Selection Criteria includes:

1) 30% Qualifications in Relation to Specific Project to be Performed: Information reflecting qualifications of the consultant, partners, and project team. Indicated specialized experience and technical competence of the firm in connection with the type and complexity of the service required. Subcontractors, if used, shall be listed with information on their organization.

RFP 24-13, Collision Repair Services
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City Issued RFP

2) 25% **Experience, Competence, and Capacity for Performance:** Information reflecting the names, titles, and qualifications (including experience and technical competence) of the major personnel assigned to this specific project.

3) 20% **Proposed Method of Doing Work:** A proposed work plan (description of how the project would be conducted as well as other facts concerning approach to scope) indicating methods and schedules for accomplishing scope of work. Include with this the amount of work presently underway.

4) 15% **Past Performance:** Previous evaluations shall be considered a significant factor. If previous evaluations with the City are not available, the professional firm's past performance records with City and others will be used, including quality of work, timely performance, diligence, and any other pertinent information. Firm will provide a list of similar jobs performed and person whom the City can contact for information.

5) 10% **Cost/Fees:** Complete costs and fees as described in this RFP and for delivery of the proposal including fiscal feasibility and financial stability. All fees shall be clearly identified with RFP response and be itemized as much as possible.

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City Issued RFP

CONTINUES ON NEXT PAGE

1. COMPANY INFORMATION: The following information is required from all firms so all Proposals may be reviewed and properly evaluated:

   a. Company Name: _____

   b. Number of Years in Business: _____ Length in Current Location: _____

   c. Current Number of Mechanics/Technicians: _____

   d. Average Years of Personnel Experience: _____

   e. Hours of Operations: Mon: _____ Tues: _____ Wed: _____ Thur: _____

      Fri: _____ Sat: _____ Sun: _____

   f. Do you have a frame machine on site? _____

   g. Please list ALL certifications possessed by personnel: _____

      _____

      _____

      _____

   h. Please list any awards/recognitions received within the last 3 years: _____

      _____

      _____

   i. What are your towing capabilities? _____

      _____

   j. Please list and specify any vehicles or repairs you cannot accommodate: _____

      _____

      _____

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3. REFERENCES: Please list four (4) references that you have previously performed contract services for within the past five (5) years (all fields must be completed):

1. _____
COMPANY NAME

_____
CITY, STATE, ZIP

_____
CONTACT PERSON

_____
TELEPHONE

_____
FAX NUMBER

_____
E-MAIL ADDRESS

2. _____
COMPANY NAME

_____
CITY, STATE, ZIP

_____
CONTACT PERSON

_____
TELEPHONE

_____
FAX NUMBER

_____
E-MAIL ADDRESS

3. _____
COMPANY NAME

_____
CITY, STATE, ZIP

_____
CONTACT PERSON

_____
TELEPHONE

_____
FAX NUMBER

_____
E-MAIL ADDRESS

4. _____
COMPANY NAME

_____
CITY, STATE, ZIP

_____
CONTACT PERSON

_____
TELEPHONE

_____
FAX NUMBER

_____
E-MAIL ADDRESS

Appendix A
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1. COST PROPOSAL:

The Contractor agrees to provide the requested services/installation and equipment for automotive body damage repairs in compliance with the specifications, terms and conditions herein, as follows:

a. Proposed Warranty Period and Limitations (if any):

Body: _____

_____

Paint: _____

_____

Mechanical Repairs: _____

_____

b. Proposed Labor Rates:

Service	Rate	Unit
Body Work Repairs	$	Per Hour
Paint/Refinishing Repairs	$	Per Hour
Mechanical Repairs	$	Per Hour
Fiberglass Repairs	$	Per Hour
Specialty Equipment Repairs	$	Per Hour
Vinyl Decal Repairs/Removals	$	Per Hour
Hazardous Waste Removals	$	*Applicably Specified (job, vehicle, load, etc..)
Detailed Cleaning (Wash, Vacuum, wipe downs)	$	Per Vehicle

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c. Proposed Contractor's markup for repair parts: _____%

d. Proposed percentage of markup, if any, on sublet repairs: _____%

e. Proposed reference used for hourly labor repair estimates: _____

f. Is contractor willing to travel to Fleet's facility (1525 S. Happy Hollow Road, Fayetteville, AR 72701) to provide an estimate on a vehicle or for transport to and from Fleet? If not, please specify if there would be exceptions:

_____

_____

g. Proposed price for painting (including total prep time) vehicle categories indicated below:

Category	Entire Vehicle/Item	Door	Hood	Fender	Tailgate / Hatch	Bumper
Car	$	$	$	$	$	$
Compact Car	$	$	$	$	$	$
Van/SUV	$	$	$	$	$	$
Regular Cab Pickup	$	$	$	$	$	$
Extended Cab Pickup	$	$	$	$	$	$
Crew Cab Pickup	$	$	$	$	$	$
Motorcycle	$	$	$	$	$	$
Trailer	$	$	$	$	$	$
Heavy Trucks and Fire Apparatus (may include, but not limited to Sewer/Vac trucks, trash/recycling collection trucks, dump trucks, and other various specialty type heavy vehicles.						
Fire Apparatus	$	$	$	$	$	$
Heavy Duty Truck	$	$	$	$	$	$

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2. PRICES:

   a. All prices quoted (based on hourly labor rates) shall remain firm for the initial contract period.

   b. If the contract is renewed, prices may be adjusted during each renewal contract period according to the terms listed within the *Price Escalation/ De-escalation* below.

3. ESCALATION/DE-ESCALATION:

   a. Contractor may request an hourly labor rate price adjustment no more than one (1) time during any Contract (renewal) period. Renewals are one (1) year from Contract award by Fayetteville City Council.

   b. Price adjustments shall be based on the percentage change of the Consumer Price Index – Urban Wage Earners, and Clerical Workers (CPI-W) United States City Average; not seasonally adjusted for Series Id: *Other Services* as published by the United States Bureau of Labor Statistics for the latest twelve months, for which statistics are available. The percentage change shall be applied to the (then) current Contract *labor rates* in effect for the City. The newly adjusted prices shall become effective upon a mutually acceptable date and shall affect all repair work requested *on or after that date.* All in shop/in progress work shall be completed and billed at the previous Contract price.

   c. Price adjustments will not be automatic. The Contractor shall submit a written request to the City's Fleet Division.

   d. Based on economic factors and/or market conditions, Fleet reserves the right to request a reduction in price at any time during the Contract period. The same index shall be applied in the same manner as above for price de-escalation adjustment(s).

RFP 24-13, Collision Repair Services
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CONTINUES ON NEXT PAGE

1. DISCLOSURE INFORMATION

a. Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Proposer response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

i. If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

_____1) NO KNOWN RELATIONSHIP EXISTS

_____2) RELATIONSHIP EXISTS (Please explain): _____

_____

_____

b. I certify that; as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

c. Proposer agrees that they shall have a current, valid registration with the Arkansas Secretary of State at time of RFP deadline OR be able to provide proof of registration before recommendation of award to Fayetteville City Council.

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

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

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2. PRIMARY CONTACT INFORMATION

At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.

Corporate Name of Firm: _____

Primary Contact: _____ Title of Primary Contact: _____

Phone Number (cell preferred): _____

E-Mail Address: _____

3. ACKNOWLEDGEMENT OF ADDENDA

Acknowledge receipt of addenda for this invitation to bid, request for proposal, or request for qualification by signing and dating below. All addendums are hereby made a part of the bid or RFP documents to the same extent as though it were originally included therein. Proposers/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject Contractor to disqualification.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED

4. DEBARMENT CERTIFICATION:

a. As an interested party on this project, you are required to provide debarment/suspension certification indicating compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

b. Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

c. Signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

RFP 24-13, Collision Repair Services
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5. SIGNATURE SUBMITTAL:

NAME OF COMPANY: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

TAX ID #: _____ AR. SECRETARY OF STATE FILING #: _____

PHONE: _____ FAX: _____

E-MAIL: _____

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

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ DATE: _____

Appendix A
RFP 24-13, Collision Repair Services
City Issued RFP

END OF RFP DOCUMENT

CITY OF FAYETTEVILLE ARKANSAS

City of Fayetteville
Contract Amendment #1
Collision Repair Services – Bruckner's Truck and Equipment

This Contract Amendment #1 executed this _____ day of _____, 2026, between the City of Fayetteville, Arkansas and Bruckner's Truck and Equipment in consideration of the mutual covenants contained herein, the parties agree to amend their contract of February 4, 2025, as follows:

1. PRICE:
   The hourly labor rates will be revised to the following:

Service	Rate	Unit
Body Work Repairs	$ ~~120~~ 130	Per Hour
Paint/Refinishing Repairs	$ ~~120~~ 130	Per Hour
Mechanical Repairs	$ ~~150~~ 165	Per Hour
Fiberglass Repairs	$ ~~120~~ 130	Per Hour
Specialty Equipment Repairs	$ ~~120~~ 130	Per Hour
Vinyl Decal Repairs/Removals	$ ~~120~~ 130	Per Hour
Hazardous Waste Removals	$ N/A	*Applicably Specified (job, vehicle, load, etc..)
Detailed Cleaning (Wash, Vacuum, wipe downs)	$ ~~120~~ 130	Per Vehicle

2. Any additional rate modification requests shall be submitted by a written request to the City's Fleet Division within 45 days of current contract renewal date of February 4. Final approval for contract modifications are contingent on City Council approval.

3. This Amendment shall become effective as of the date of the last signature below.

CITY OF FAYETTEVILLE, ARKANSAS

By:_____
MOLLY RAWN, MAYOR

ATTEST:

By:_____
Kara Paxton, City Clerk

Date Signed: _____

BRUCKNER'S TRUCK AND EQUIPMENT

By: Matt Ernst
MATT ERNST, GENERAL MANAGER

Date Signed: 4/13/2026

Jackson, Ross

From: Matt Ernst <mernst@brucknertruck.com>
Sent: Monday, April 6, 2026 12:39 PM
To: Jackson, Ross
Subject: Bruckner's Labor Rate

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,

Each year Bruckner's conducts a labor rate market analysis at each location throughout the entire company to determine necessary increases.

There are multiple factors that go into establishing new labor rates such as overall market conditions, labor cost/increases, continued learning/training for technicians, tooling, and facility improvements.

It was determined labor rates would increase from $120/hr to $130/hr for the Lowell Body Shop.

Thanks,

Matt Ernst
General Manager
324 S. Bloomington
Lowell, AR 72745
(479) 770.6040 phone
(479) 770.6146 fax
(580) 548.4662 cell
brucknertruck.com

Beilfuss, Amanda

From: Matt Ernst <mernst@brucknertruck.com>
Sent: Monday, April 6, 2026 12:36 PM
To: Jackson, Ross
Cc: Beilfuss, Amanda
Subject: RE: Bruckner's Price Increase (RFP-24-13)

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,

Mechanical Repairs will be $165/hr with all other rates going to $130/hr.

There will be no changes to the markup rates.

Thanks,

Matt Ernst
General Manager
324 S. Bloomington
Lowell, AR 72745
(479) 770.6040 phone
(479) 770.6146 fax
(580) 548.4662 cell
brucknertruck.com

From: Jackson, Ross <rjackson@fayetteville-ar.gov>
Sent: Monday, April 6, 2026 12:32 PM
To: Matt Ernst <mernst@brucknertruck.com>
Cc: Beilfuss, Amanda <abeilfuss@fayetteville-ar.gov>
Subject: Bruckner's Price Increase (RFP-24-13)

EXTERNAL EMAIL **This email originated from an external source! Please use caution concerning the conte**

Matt,

Regarding our conversation this morning about Bruckner's needing to raise the hourly labor rates. Could you look at the below and let me know exactly which sections are going from $120 to $130 dollars per hour? Also, will the mechanical repairs section remain at $150.00 or will those be going up as well?

Also will there be any changes to the markup rates?

b. Proposed Labor Rates:

Service	Rate	Unit
Body Work Repairs	$ 120	Per Hour
Paint/Refinishing Repairs	$ 120	Per Hour
Mechanical Repairs	$ 150	Per Hour
Fiberglass Repairs	$ 120	Per Hour
Specialty Equipment Repairs	$ 120	Per Hour
Vinyl Decal Repairs/Removals	$ 120	Per Hour
Hazardous Waste Removals	$ n/a	*Applicably Specified (job, vehicle, load, etc..)
Detailed Cleaning (Wash, Vacuum, wipe downs)	$ 120	Per Vehicle

c. Proposed Contractor's markup for repair parts: Type text here 25 %

d. Proposed percentage of markup, if any, on sublet repairs: 20 %

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
2026-1541

MEETING OF MAY 12, 2026

TO: Mayor Rawn and City Council

THROUGH: Terry Gulley, Asst Public Works Director - Ops

FROM: Ross Jackson, Jr., Fleet Operations Superintendent

SUBJECT: **Fire Apparatus Replacement through Delta Fire and Safety Inc.**

RECOMMENDATION:
A RESOLUTION TO APPROVE THE PURCHASE OF A SPARTAN PUMPER TANKER FIRE APPARATUS THROUGH DELTA FIRE AND SAFETY IN THE AMOUNT OF $1,370,800.00 PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (082025-RVG-4) AND TO APPROVE A BUDGET AMENDMENT.

BACKGROUND:
Fire apparatus 43 also known as Engine 1, is approximately two years away from forecasted replacement by hours of service and age.

DISCUSSION:
The Fire Department is seeking to replace unit 43 (FIRE_F018) which is a 2017 Fire Engine on track to obtain over 10 years and 10,000 hours of front line use by the time its replacement arrives. The replacement will be a 2027 Spartan Gladiator Pumper Tanker. It has been recognized that, under certain conditions, portions of the city's water supply system may be challenged in meeting the demands of large or complex fire incidents. These situations can include heavy fire conditions that exceed available supply in certain areas, as well as circumstances such as infrastructure disruptions, or topographical limitations that can impact water delivery efficiency.

In 2021, the Fayetteville Fire Department established a plan to replace select future Engines with Pumper Tankers to enhance our ability to conduct alternative water supply operations when needed, reducing reliance on neighboring departments. This will be the second of three pumper tankers, each carrying 2,250 gallons of water compared to our older Fire Engines that carry 500 gallons.

This addition to the fleet will expand the department's operational flexibility and strengthen our ability to provide effective fire protection across a wider range of scenarios.

BUDGET/STAFF IMPACT:
The apparatus was originally budgeted at $1,137,000. There is currently a 720-day lead time for this Spartan Apparatus. A budget amendment is attached for your approval.

ATTACHMENTS: 3. Staff Review Form, 4. Budget Amendment, 5. Proposal Binder Rev4, 6. Sourcewell Letter

Louisiana Emergency, 7. RFW0214 - Multiplex Electronics - 4Y-60K - 2102 - SER, 8. RFW0502 - Body Structure (Aluminum) - 10Y-100K - 2102 - SER, 9. RFW0541 - Body Mounting (Vibra Torq® Mounting System) - 20Y-100K - 2102 - SER, 10. RFW0710 - Paint and Finish (Exterior Clear coated) - 10Y - 2104 - SER, 11. RFW0801 - Plumbing and Piping Corrosion-Free (Stainless Steel) - 10Y-100K - 2102 - SER, 12. 8002-001-Engine_Warranty_Cummins_5_Year_100000_Miles, 13. 8003-197-Warranty_Cab_and_Chassis_2_Year_RFW0102, 14. 8004-033-Cab_Structural_Warranty_10_Year_RFW0602, 15. 8005-001-Transmission_Warranty_Allison_5_Year, 16. 8007-036-Frame_Assembly_Structural_Warranty_50_Year_RFW0305, 17. 8013-156-Cab_Paint_Warranty_PPG_10_Year_RFW0710, 18. 8014-002-Electrical_System_Warranty_2_Year_RFW0202, 19. 8018-006-Emissions_System_Warranty_10_Years_Heavy_HDE_450K_Miles_22K_Hours_RFW0144, 20. 8018A-002-Regulated_Emissions_Warranty_Tires_2_Years_24000_Miles_RFW0145, 21. 8018B-002-Regulated_Emissions_Warranty_Air_Conditioning_5_Years_100000_Miles_RFW0146, 22. 8019-003-Frame_Rail_Corrosion_Warranty_25_Year_RFW0316, 23. 8022-004-Frame_Components_Corrosion_Warranty_3_Year_RFW0315, 24. 8059-003-Front_Axle_Warranty_IFS, 25. 8061-022-Rear_Axle_Warranty_Meritor_2027

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

File #: 2026-1541

A RESOLUTION TO APPROVE THE PURCHASE OF A SPARTAN PUMPER TANKER FIRE APPARATUS FROM DELTA FIRE AND SAFETY IN THE AMOUNT OF $1,370,800.00, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE, AND TO APPROVE A BUDGET AMENDMENT

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 a Spartan Pumper Tanker fire apparatus from Delta Fire and Safety in the amount of $1,370,800.00, pursuant to a Sourcewell cooperative purchasing contract, plus any applicable surcharges, freight charges and delivery fees up to 10% of the original purchase price.

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

City of Fayetteville Staff Review Form

2026-1541

Item ID

5/19/2026

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

Ross Jackson	4/23/2026	FLEET OPERATIONS (770)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

A RESOLUTION TO APPROVE THE PURCHASE OF A SPARTAN PUMPER TANKER FIRE APPARATUS THROUGH DELTA FIRE AND SAFETY IN THE AMOUNT OF $1,370,800.00 PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (082025-RVG-4) AND TO APPROVE A BUDGET AMENDMENT.

Budget Impact:

9700.770.1920-5802.00	Shop
Account Number	Fund
97001.4470.300	Fleet Replacement Vehicles
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	1,137,000.00
		Expenses (Actual+Encum)	$	-
		Available Budget	$	1,137,000.00
Does item have a direct cost?	Yes	Item Cost	$	1,370,800.00
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	233,800.00
		Remaining Budget	$	-

V20221130

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:	Ross Jackson Jr.	

BUDGET AMENDMENT/ADJUSTMENT DESCRIPTION:

A RESOLUTION TO APPROVE THE PURCHASE OF A SPARTAN PUMPER TANKER FIRE APPARATUS THROUGH DELTA FIRE AND SAFETY IN THE AMOUNT OF $1,370,800.00 PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (082025-RVG-4) AND TO APPROVE A BUDGET AMENDMENT. (FIRE_F018)

RESOLUTION/ORDINANCE

COUNCIL DATE: 5/19/2026

ITEM ID#: **2026-1541**

Holly Black
4/29/2026 9:12 AM

Budget Division Date

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

JOURNAL #:

GLDATE:

CHKD/POSTED: /

v.202646

TOTAL	233,800	233,800				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
9700.770.1920-5802.00	233,800	-	97001	4470.300	EX	Vehicles & Equipment - base
9700.770.1910-4999.99	-	233,800			RE	Use Fund Balance - Current
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
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	-	-				

SMEAL

SPARTAN REV GROUP
EMERGENCY RESPONSE
Brandon, SD | Charlotte, MI | Ephrata, PA | Snyder, NE
SPARTANER.COM

Sourcewell Formerly NJPA
Awarded Contract

Vendor Contract #082025-RVG-4

Date 4/27/2026

Member Name: City of Fayetteville
Member ID #: 34143
Member Address: 303 W. Center Street
Member: Fayetteville, AR 72701

We are pleased to offer to you a SPARTAN – GLADIATOR IPS PUMPER TANKER through the Sourcewell® Contract, based on the provided specifications and drawings.

MSRP	$1,577,118.00
Sourcewell Discount	$78,856.00
Discount Percentage	%5.00
Total Contract Price w/o Prepay	$1,498,262.00
OR	
Prepayment Discount	$127,462.00
Prepayment Percentage	%8.507322
Total Contract Price with Prepay Discount	$1,370,800.00

Prices above do not include any Federal, State or local taxes.

We look forward to providing your agency with an industry leading apparatus. Our legacy of expertise means we build your apparatus from the ground up on a foundation ready to handle your specific response equipment and route needs. We strategically configure your apparatus design to represent the best possible mix of safety, speed, agility, ergonomics, and serviceability.

April 27th, 2026

FAYETTEVILLE FIRE DEPARTMENT
Attached Proposal for: New Pumper Tanker Apparatus

Delta Fire & Safety is pleased to provide the following proposal to Fayetteville Fire Department. The attached specifications as per Sourcewell Contract.

Apparatus will comply with all specifications attached to this proposal. The proposal price includes preconstruction and final inspection for (5) department personnel, apparatus training for (4) consecutive days, performance bond, and delivery.

Description: (1) 2027 SPARTAN IPS PUMPER TANKER

Proposal Price: $1,370,800.00 (**Prepayment at Contract Signing**)

Build Days:720

As the authorized representative of the FAYETTEVILLE FIRE DEPARTMENT (AR),
I_____ agree to purchase the proposed items and accept the terms and specifications attached.

_____

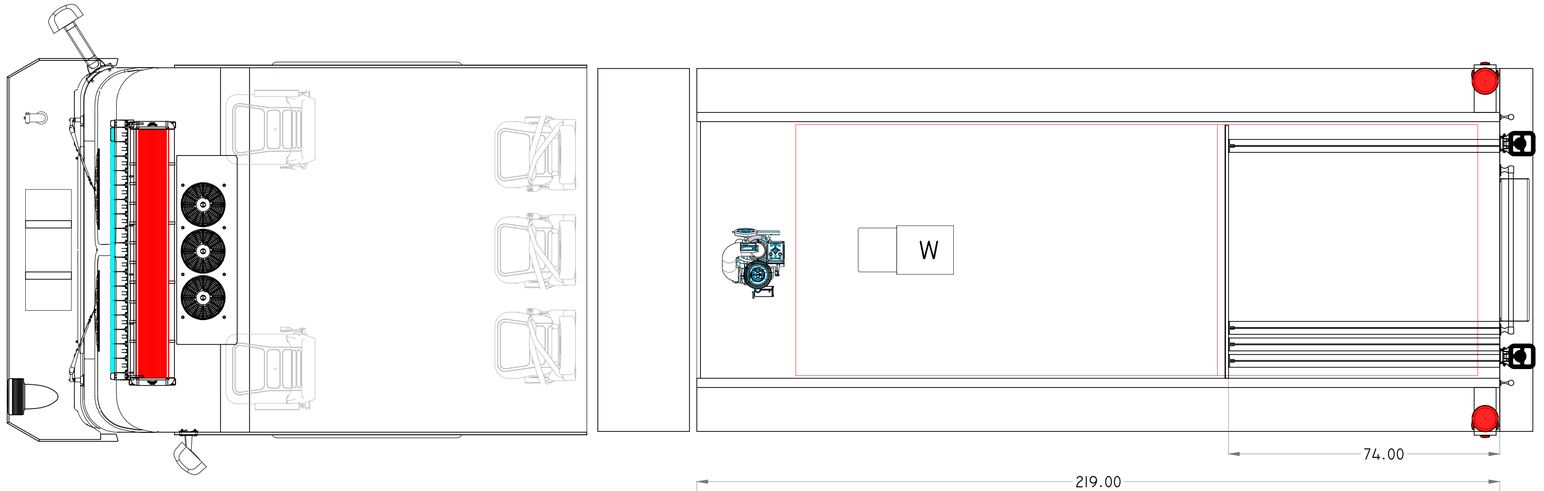
Signature

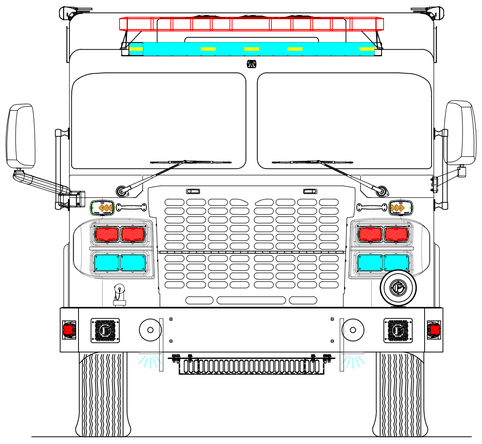
_____

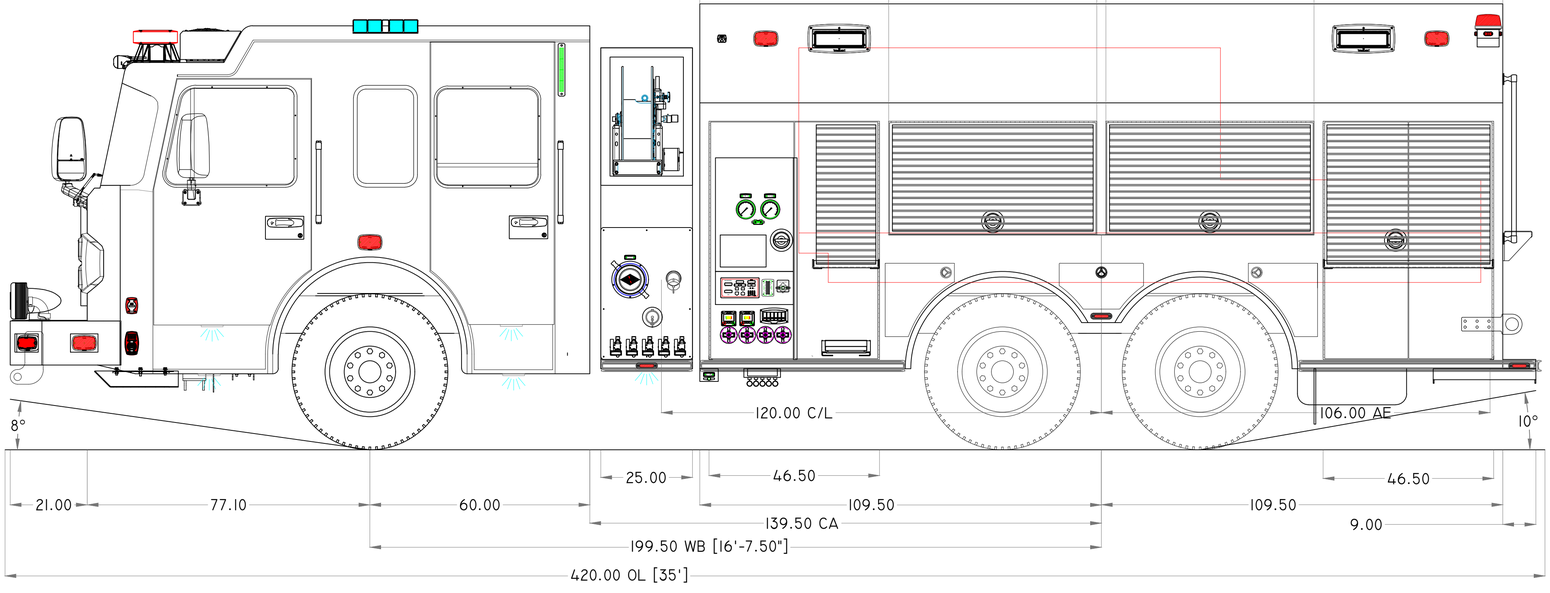
Title

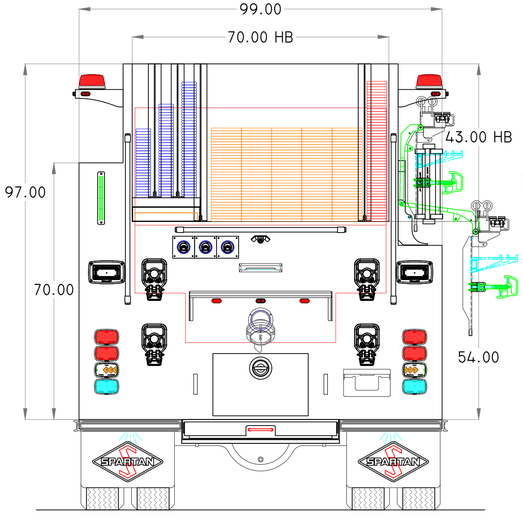
_____

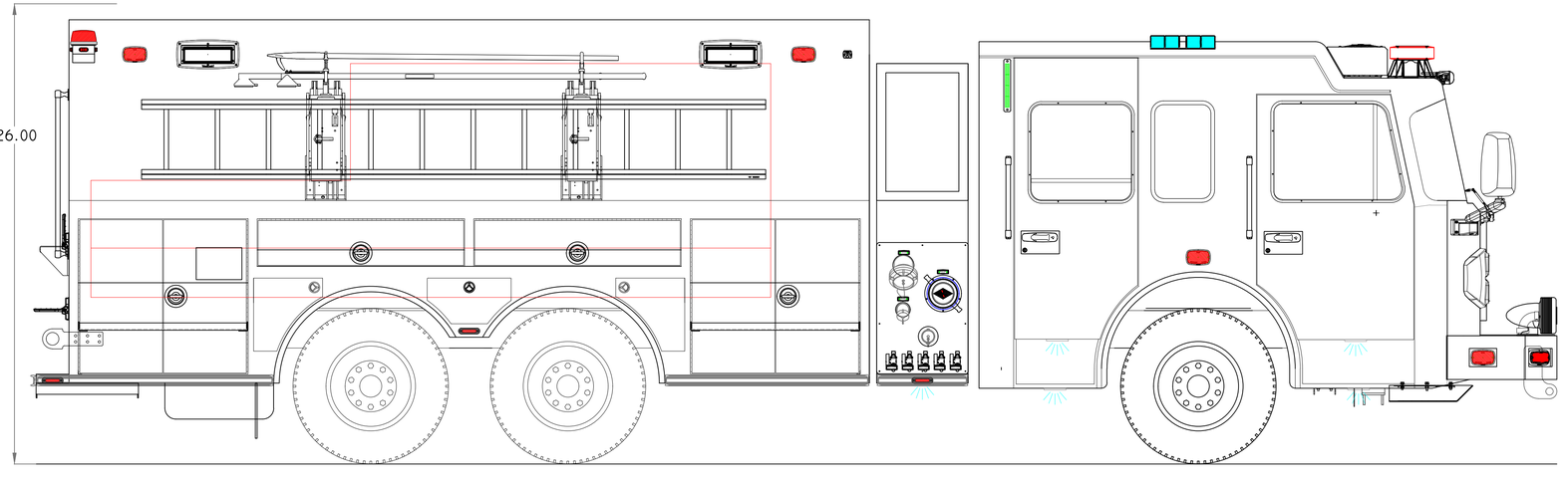
Date











SPARTAN EMERGENCY RESPONSE

REV GROUP

CHASSIS:	SPARTAN GLADIATOR EMFD 10RR
ENGINE:	CUMMINS X15 605HP
TRANSMISSION:	ALLISON 4000 EVS
AXLES:	23,000# FRONT / 44,000# REAR
MODEL:	STAR TANKER
WATER/FOAM:	2250 / 0 GALLONS
PUMP:	WATEROUS CXS 1250GPM
FOAM SYSTEM:	-
GENERATOR:	-

DOOR FRAMED OPENINGS

COMPARTMENT	DOOR FRAMED OPENING
L1	46.5-W x 65.0-H
L2	56.75-W x 31.0-H
L3	56.75-W x 31.0-H
L4	46.5-W x 65.0-H
R1	46.5-W x 42.5-H
R2	56.75-W x 13.0-H
R3	56.75-W x 13.0-H
R4	46.5-W x 42.5-H

SPECIAL NOTES:

PUMP PANEL LAYOUT IS REFERENCE ONLY FOR QUOTE, LOCATION OF COMPONENTS WILL CHANGE AS REQUIRED FOR DESIGN AND CUSTOMER INPUTS POST PRECONSTRUCTION

CUSTOMER

THIS DRAWING IS A CLOSE APPROXIMATION OF YOUR FIRE APPARATUS. IN ALL CASES WHERE THE DRAWING AND THE WRITTEN SPECIFICATION DIFFER, THE SPECIFICATION SHALL PREVAIL. PLEASE WORK WITH YOUR DEALER TO ASSURE THAT THE WRITTEN SPECIFICATION REPRESENTS WHAT YOU WANT IN YOUR FINISHED PRODUCT. SPARTAN EMERGENCY RESPONSE BUILDS TO THE WRITTEN SPECIFICATION, NOT THE DRAWING TO ASSURE THAT YOUR NEEDS ARE MET.

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REV	DATE	DESCRIPTION	NAME
4	02/23/26	NEW FILES	B.H.
3	12/16/25	NEW FILES	B.H.
2	08/01/25	NEW FILES	R.H.
1	07/10/25	NEW FILES	R.H.
0	07/01/25	INITIAL PROPOSAL	R.H.

SCALE: NOT TO SCALE

CUSTOMER: FAYETTEVILLE FIRE DEPARTMENT

TRUCK NUMBER: 000000

DEALER: LOUISIANA EMERGENCY EQUIPMENT

CHASSIS SPECIFICATIONS

MODEL

The chassis shall be a Gladiator model. The cab and chassis shall include design considerations for multiple emergency vehicle applications, rapid transit and maneuverability. The chassis shall be manufactured for heavy duty service with the strength and capacity to support a fully laden apparatus, one hundred (100) percent of the time.

MODEL YEAR

The chassis shall have a vehicle identification number that reflects a 2027 model year.

COUNTRY OF SERVICE

The chassis shall be put in service in the country of United States of America (USA).

The chassis will meet applicable U.S.A. federal motor vehicle safety standards per CFR Title 49 Chapter V Part 571 as clarified in the incomplete vehicle book per CFR Title 49 Chapter V Part 568 Section 4 which accompanies each chassis. The chassis manufacturer is not responsible for compliance to state, regional, or local regulations. Dealers should identify those regulations and order any necessary optional equipment from the chassis manufacturer or their OEM needed to be in compliance with those regulations.

CAB AND CHASSIS LABELING LANGUAGE

The cab and chassis shall include the applicable caution, warning, and safety notice labels with text to be written in English. All applicable caution, warning, and safety notice labels shall be Innovative Controls brand. Where applicable to the location within the specific layout and label package of the cab and chassis, the labels shall include decorative

chrome bezels. Designs shall include bezels that fit individual labels or packaged configurations of labels in certain common locations.

APPARATUS TYPE

The apparatus shall be a pumper vehicle designed for emergency service use which shall be equipped with a permanently mounted fire pump which has a minimum rated capacity of 750 gallons per minute (3000 L/min). The apparatus shall include a water tank and hose body whose primary purpose is to combat structural and associated fires.

VEHICLE TYPE

The chassis shall be manufactured for use as a straight truck type vehicle and designed for the installation of a permanently mounted apparatus behind the cab. The apparatus of the vehicle shall be supplied and installed by the apparatus manufacturer.

VEHICLE ANGLE OF APPROACH PACKAGE

The angle of approach of the apparatus shall be a minimum of 8.00 degrees.

NFPA1901 Angle of Approach definition:

"To determine the angle of approach, place a thin steel strip against the front of the tires where they touch the ground or stretch a tight string from one front tire to the other at the front where they touch the ground. Determine the lowest point (component or equipment) on the vehicle forward of the front tire that would make the smallest angle of approach. Hang a plumb bob from the lowest point and mark the point on the ground where the point of the plumb bob touches. Measure the vertical distance from the ground to the point where the plumb bob was hung (distance *V*). Measure the horizontal distance from the plumb bob point to the steel strip or string running from front tire to front tire (distance *H*). Divide the vertical distance by the horizontal distance. The ratio of *V/H* is the tangent of the angle of approach. If the ratio is known, the angle of approach can be determined from a table of trigonometric functions of angles or from a math calculator. The standard requires a minimum angle of approach of 8.00 degrees: since the tangent of 8.00 degrees is 0.1405, if *V* divided by *H* is 0.1405 or larger, the angle of approach is 8.00 degrees or greater."

AXLE CONFIGURATION

The chassis shall feature a 6 x 4 axle configuration consisting of a tandem rear drive axle set with a single front steer axle.

GROSS AXLE WEIGHT RATINGS FRONT

The front gross axle weight rating (GAWR) of the chassis shall be 23,000 pounds.

This front gross axle weight rating shall be adequate to carry the weight of the completed apparatus including all equipment and personnel.

GROSS AXLE WEIGHT RATINGS REAR

The rear gross axle weight rating (GAWR) of the chassis shall be 44,000 pounds.

This rear gross axle weight rating shall be adequate to carry the weight of the completed apparatus including all equipment and personnel.

PUMP PROVISION

The chassis shall include provisions to mount a drive line pump in the middle of the chassis, behind the cab, more commonly known as the midship location. Chassis driveline pump provisions shall include an interlock feature for automatic setting of the park brake when the vehicle is shifted into pump mode while the transmission is in neutral and the transmission output speed translates to less than 1 mph. When the conditions are met the driver side parking brake valve shall activate. Once shifted to road mode the condition for electric automatic brake engagement is no longer present and the driver's parking brake control valve shall function normally.

WATER & FOAM TANK CAPACITY

The chassis shall include a carrying capacity of 2201 gallons (8331 liters) to 3000 gallons (11,356 liters). The water and/or foam tank(s) shall be supplied and installed by the apparatus manufacturer.

WARRANTY

Purchaser shall receive a Custom Chassis Two (2) Years or 36,000 Miles limited warranty in accordance with, and subject to, warranty certificate RFW0102. The warranty certificate is incorporated by reference into this proposal, and included with this proposal or available upon request.

CAB STYLE

The cab shall be a custom, fully enclosed, EMFD model with a 10.00 inch raised roof over the driver, officer, and crew area, designed and built specifically for use as an emergency response vehicle by a company specializing in cab and chassis design for all emergency response applications. The cab shall be designed for heavy-duty service utilizing superior strength and capacity for the application of protecting the occupants of the vehicle. This style of cab shall offer up to eight (8) seating positions.

The cab shall incorporate a fully enclosed design with side wall roof supports, allowing for a spacious cab area with no partition between the front and rear sections of the cab. To provide a superior finish by reducing welds that fatigue cab metal; the roof, the rear wall and side wall panels shall be assembled using a combination of welds and proven industrial adhesives designed specifically for aluminum fabrication for construction.

The cab shall be constructed using multiple aluminum extrusions in conjunction with aluminum plate, which shall provide proven strength and the truest, flattest body surfaces ensuring less expensive paint repairs if needed. All aluminum welding shall be completed to the American Welding Society and ANSI D1.2-96 requirements for structural welding of aluminum.

All interior and exterior seams shall be sealed for optimum noise reduction and to provide the most favorable efficiency for heating and cooling retention.

The cab shall be constructed of 5052-H32 corrosion resistant aluminum plate. The cab shall incorporate tongue and groove fitted 6061-T6 0.13 & 0.19 inch thick aluminum

extrusions for extreme duty situations. A single formed, one (1) piece extrusion shall be used for the “A” pillar, adding strength and rigidity to the cab as well as additional roll-over protection. The cab side walls and lower roof skin shall be 0.13 inch thick; the rear wall and raised roof skins shall be 0.09 inch thick; the front cab structure shall be 0.19 inch thick.

The exterior width of the cab shall be 99.40 inches wide with a minimum interior width of 91.00 inches. The overall cab length shall be 137.10 inches with 60.00 inches from the centerline of the front of the axle to the back of the cab.

The cab interior shall be designed to afford the maximum usable interior space and attention to ergonomics with hip and legroom while seated which exceeds industry standards. The crew cab floor shall be flat across the entire walking area for ease of movement inside the cab.

The cab shall offer an interior height of 57.50 inches from the front floor to the headliner and a rear floor to headliner height of 65.00 inches in the raised roof area, at a minimum. The cab shall offer an interior measurement at the floor level from the rear of the engine tunnel to the rear wall of the cab of 55.88 inches. All interior measurements shall include the area within the interior trimmed surfaces and not to any unfinished surface.

The cab shall include a driver and officer area with two (2) cab doors large enough for personnel in full firefighting gear. The front doors shall offer a clear opening of 40.25 inches wide X 53.50 inches high, from the cab floor to the top of the door opening. The cab shall also include a crew area with up to two (2) cab doors, also large enough for personnel in full firefighting gear. The rear doors shall offer a clear opening of 32.25 inches wide X 61.00 inches high, from the cab floor to the top of the door opening.

The cab shall incorporate a progressive two (2) step configuration from the ground to the cab floor at each door opening. The progressive steps are vertically staggered and extend the full width of each step well allowing personnel in full firefighting gear to enter and exit the cab easily and safely.

The first step for the driver and officer area shall measure approximately 11.50 inches deep X 31.13 inches wide. The intermediate step shall measure approximately 8.50 inches deep X 32.50 inches wide. The height from the first step to the intermediate step and the intermediate step to the cab floor shall not exceed 11.00 inches.

The first step for the crew area shall measure approximately 11.50 inches deep X 20.44 inches wide. The intermediate step shall measure approximately 10.25 inches deep X 22.75 inches wide. The height from the first step to the intermediate step and the intermediate step to the cab floor shall not exceed 12.80 inches.

OCCUPANT PROTECTION

An IMMI 4Front® occupant protection system shall be installed in the vehicle's cab. The system shall inflate up to three (3) air bags in the following locations as applicable by customer specification:

- Steering wheel air bag to protect the head and neck of the driver
- Knee bolster air bag to protect the driver's legs
- Knee bolster air bag to protect the officer's legs

The air bags shall use a combination of high-pressure stored argon and oxygen with a pyrotechnic charge for initiation to inflate the bags remain inflated for several seconds.

The system shall be connected to the crash detection sensor that will also activate the driver and first officer integrated belt pretensioners if it detects a frontal crash.

A RollTek™ rollover occupant protection system shall be installed in the apparatus cab. The system shall include an integrated roll sensor (IRS).

The IRS shall be a microprocessor-controlled solid-state sensing device that utilizes vehicle-specific calibrations to detect rollovers. The IRS shall be equipped with pyrotechnic loops for connection to the protective countermeasures which shall include seat integrated side roll airbags (SRA), integrated seat belt pretensioners, and air seat pull-downs (S4S), in applicable occupant seat positions.

The IRS shall continuously monitor the truck`s acceleration and angle, and upon detection of an imminent roll-over, shall activate protective countermeasures in a pre-programmed sequence. In addition, the IRS shall also act as a data recorder to record crash events for post-crash evaluation.

CAB FRONT FASCIA

The front cab fascia shall be constructed of 5052-H32 Marine Grade, 0.13 of an inch thick aluminum plate which shall be an integral part of the cab.

The cab fascia will encompass the entire front of the aluminum cab structure from the bottom of the windshield to the bottom of the cab and shall be the “Classic” design.

The front cab fascia shall include two (2) molded plastic modules on each side accommodating a total of up to four (4) Hi/Low beam headlights and two (2) turn signal lights or up to four (4) warning lights. A chrome plated molded plastic bezel shall be provided on each side around each set of four lamps.

FRONT GRILLE

The front cab fascia shall include a classic box style, 304 stainless steel front grille. The grille shall measure 55.45 wide X 33.50 inches high X 1.50 inches deep. The upper portion of the grille shall be hinged to provide service access behind the grille. The grille shall include a minimum free air intake of 750.00 square inches.

CAB UNDERCOAT

There shall be undercoating applied to the underside of the cab which provides an abrasion resistant coating for protection against corrosion caused by moisture, salt, alkalis and galvanic reaction.

CAB SIDE DRIP RAIL

There shall be a drip rail along the top radius of each cab side. The drip rails shall help prevent water from the cab roof running down the cab side.

CAB PAINT EXTERIOR

The cab exterior shall be painted a single color per customers specified paint color following the RFG-SR-001 paint standards.

CAB PAINT PROCESS/MANUFACTURER

The cab shall be painted with PPG Industries paint prior to the installation of glass accessories and all other cab trim to ensure complete paint coverage and the maximum in corrosion protection of all metal surfaces.

All metal surfaces on the cab shall be mechanically etched by sanding disc to remove any surface oxidation or surface debris which may hinder the paint adhesion. Once all imperfections on the exterior surfaces are removed and sanded smooth, body fillers shall be applied to the cab on all surfaces that require a critically aesthetic finish and sanded smooth.

The entire cab shall then be coated with a high quality base primer that is designed to fill any minor surface defects, provide an adhesive bond between the primer and the paint and improve the color and gloss retention of the color. The finish to this procedure shall be sanding the cab to a smooth finish followed by sealing the seams with an automotive seam sealer. The minimum thickness of the primer coat after sanding shall be 2.50 mils with a maximum thickness of 5.00 mils.

The cab shall then be painted the specific color(s) designated by the customer with an acrylic urethane type system designed to retain color and resist acid rain and most atmospheric chemicals found on an emergency scene. The paint shall have a minimum thickness of 1.00 mils with a maximum of 4 mills, followed by a clear top coat with a minimum of 2.5 mils and a maximum of 3.5 mils. The entire cab shall then be baked to speed the curing process of the coatings.

CAB PAINT PRIMARY/LOWER COLOR

The primary/lower paint color shall be PPG FBCH 911659 Red.

CAB PAINT WARRANTY

Purchaser shall receive a Paint and Finish (Exterior Clear coated) Ten (10) Years limited warranty in accordance with, and subject to, warranty certificate RFW0710. The warranty certificate is incorporated by reference into this proposal, and included with this proposal or available upon request.

CAB PAINT INTERIOR

The visible interior cab structure surfaces shall feature a medium gray spray on bedliner coating which shall mold to each surface of the cab interior. The bedliner shall be environmentally friendly and chemically resistant.

CAB ENTRY DOORS

The cab shall include four (4) entry doors, two (2) front doors and two (2) crew doors designed for ease of entering and egress when outfitted with an SCBA. The doors shall be constructed of extruded aluminum with a nominal thickness of 0.13 inch. The exterior skins shall be constructed of 0.13 inch aluminum plate.

The doors shall include a double rolled style automotive rubber seal around the perimeter of each door frame and door edge which ensures a weather tight fit.

All door hinges shall be hidden within flush mounted cab doors for a pleasing smooth appearance and perfect fit along each side of the cab. Each door hinge shall be piano style with a 0.38 inch pin and shall be constructed of stainless steel.

CAB ENTRY DOOR TYPE

All cab entry doors shall be barrier clear design resulting in exposed lower cab steps. The doors shall provide approximately 32.00 inches of clearance from the ground to the bottom

of the door so cab doors may be opened un-hindered by most obstacles encountered, such as guard rails along interstate highways.

Entry doors shall include Pollak mechanical plunger style switches for electrical component activation.

CAB INSULATION

The cab ceiling and walls shall include a nonwoven polyester fiber insulation. The insulation shall act as a barrier absorbing noise as well as assisting in sustaining the desired climate within the cab interior.

CAB STRUCTURAL WARRANTY

Purchaser shall receive a Cab Structure (Aluminum) Ten (10) Years or 100,000 Miles limited warranty in accordance with, and subject to, warranty certificate RFW0602. The warranty certificate is incorporated by reference into this proposal, and included with this proposal or available upon request.

CAB TEST INFORMATION

The cab shall have successfully completed the preload side impact, static roof load application and frontal impact without encroachment to the occupant survival space when tested in accordance with Section 4 of SAE J2420 COE Frontal Strength Evaluation Dynamic Loading Heavy Trucks, Section 5 of SAE J2422 Cab Roof Strength Evaluation Quasi –Static Loading Heavy Trucks and ECE R29 Uniform Provisions Concerning the Approval of Vehicles with regard to the Protection of the Occupants of the Cab of a Commercial Vehicles Annex 3 Paragraph 5.

The above tests have been witnessed by and attested to by an independent third party. The test results were recorded using cameras, high speed imagers, accelerometers and strain gauges. Documentation of the testing shall be provided upon request.

ELECTRICAL SYSTEM

The chassis shall include a single starting electrical system which shall include a 12 volt direct current multiplexing system, suppressed per SAE J551. The wiring shall be appropriate gauge cross link with 311 degree Fahrenheit insulation. All SAE wires in the chassis shall be color coded and shall include the circuit number and function where possible. The wiring shall be protected by 275 degree Fahrenheit minimum high temperature flame retardant loom. All nodes and sealed Deutsch connectors shall be waterproof.

MULTIPLEX DISPLAY

The multiplex electrical system shall include two (2) FRC OmniPlex S-Core 10-inch Touchscreen displays which shall be located one (1) on the left side dash in the switch panel and one (1) on the right side of the dash in the switch panel. The Touchscreen displays shall feature full color LCD display screens.

LOAD MANAGEMENT SYSTEM

The apparatus load management shall be performed by the included multiplex system. The multiplex system shall also feature the priority of sequences and shall shed electrical loads based on the priority list specifically programmed.

DATA RECORDING SYSTEM

The chassis shall have a Vehicle Data Recorder (VDR) system installed. The system shall be designed to meet NFPA 1901 and shall be integrated with the ControlMaxx Multiplex electrical system. The following information shall be recorded:

- Vehicle Speed
- Acceleration
- Deceleration
- Engine Speed
- Engine Throttle Position

- ABS Event
- Seat Occupied Status
- Seat Belt Status
- Master Optical Warning Device Switch Position
- Time
- Date

Each portion of the data shall be recorded at the specified intervals and stored for the specified length of time to meet NFPA 1901 guidelines and shall be retrievable by connecting a laptop computer to the VDR system. The laptop connection shall be a panel mounted female type C USB connection point, mounted in dash.

ACCESSORY POWER

The electrical distribution panel shall include two (2) power studs. The studs shall be size #10 and each of the power studs shall be circuit protected with a fuse of the specified amperage. One (1) power stud shall be capable of carrying up to a 40-amp battery direct load. One (1) power stud shall be capable of carrying up to a 15-amp ignition switched load. The two (2) power studs shall share one (1) #10 ground stud.

The Master power distribution box (MPD) shall include four (4) fuses. The battery direct bus bar shall include one (1) 300-amp fuse labeled E-PUMP and one (1) 300-amp fuse labeled PUMP PRIMER. The master power bus bar shall include one (1) 200-amp fuse labeled PUMP MASTER and one (1) 300-amp fuse labeled BODY MASTER. Each bus bar stud is size 5/16”.

AUXILIARY ACCESSORY POWER

An auxiliary set of power and ground studs shall be provided and installed in the officer side under seat storage compartment. The power and ground studs shall be circuit protected with a 40 amp breaker. The studs shall be 0.38 inch diameter and be capable of carrying up to a 40 amp load switched with the ignition switch.

EXTERIOR ELECTRICAL TERMINAL COATING

All terminals exposed to the elements will be sprayed with a high visibility protective rubberized coating to prevent corrosion.

ELECTRICAL SYSTEM WARRANTY

Purchaser shall receive an Electrical System Two (2) Years or 36,000 Miles limited warranty in accordance with, and subject to, warranty certificate RFW0202. The warranty certificate is incorporated by reference into this proposal, and included with this proposal or available upon request.

ENGINE

The chassis engine shall be a Cummins heavy heavy duty (HHD) certified X15 engine. The X15 engine shall be an in-line six (6) cylinder, four-cycle diesel-powered engine. The engine shall offer a rating of 605 horsepower at 1800 RPM and shall be governed at 2100 RPM. The torque rating shall feature 1850-foot pounds of torque at 1000 RPM with 912 cubic inches (14.9 liter) of displacement.

The engine shall feature a VGT™ Turbocharger, a high-pressure common rail fuel system, fully integrated electronic controls with an electronic governor, and shall be EPA certified to meet the 2027 emissions standards.

A wiring harness shall be supplied ending at the back of the cab. The harness shall include a connector which shall allow an optional harness for the pump panel. The included circuits shall be provided for a tachometer, oil pressure, engine temperature, hand throttle, high idle and a PSG system. A circuit for J1939 data link shall also be provided at the back of the cab.

Until the 2027 EPA engine integration is finalized, option availability and body design relative to engine and aftertreatment are subject to change. Additional costs associated with the 2027 EPA engine will be passed on to the end user. No exceptions.

CAB ENGINE TUNNEL

The cab interior shall include an integrated engine tunnel constructed of 5052-H32 Marine Grade 0.19 of an inch thick aluminum alloy plate. The tunnel shall be a maximum of 46.50 inches wide X 29.00 inches high.

DIESEL PARTICULATE FILTER CONTROLS

There shall be two (2) controls for the diesel particulate filter. One (1) control shall be for regeneration and one (1) control shall be for regeneration inhibit. The controls shall be located on the digital dash display.

ENGINE PROGRAMMING HIGH IDLE SPEED

The engine high idle control shall maintain the engine idle at approximately 1250 RPM when engaged.

ENGINE HIGH IDLE CONTROL

The vehicle shall be equipped with an automatic high-idle speed control which shall be pre-set to operate the engine at a specified RPM to increase alternator output if the system voltage drops to 12.5 volts. This device shall automatically operate only when the engine is running, the transmission is in neutral, and with the parking brake set. The automatic high idle will stay engaged for a minimum of ten (10) minutes and until the system, voltage has reached 13.0 volts. Application of the service brake will override the automatic high idle and reset timer. The vehicle shall be equipped with a high-idle speed virtual button on the vehicle display and control screen to activate/deactivate manual control only. It shall be pre-set so when activated, it will operate the engine at the specified RPM to increase alternator output. This device shall operate only when the engine is running, the transmission is in neutral, and with the parking brake set. When automatically engaged the high idle shall disengage when the operator depresses the brake pedal, or the transmission is placed in gear, and shall be available to manually or automatically re-engage when the brake pedal is released, or when the transmission is placed in neutral. Virtual control

screen shall not override automatic high idle between voltage parameters during timed cycle. Display shall indicate when high idle is disabled, enabled, or active.

ENGINE PROGRAMMING ROAD SPEED GOVERNOR

The engine shall include programming which will govern the top speed of the vehicle.

AUXILIARY ENGINE BRAKE

A compression brake, for the six (6) cylinder engine shall be provided. A cutout relay shall be installed to disable the compression brake when in pump mode or when an ABS event occurs. The engine compression brake shall activate upon 0% accelerator when in operation mode and actuate the vehicle's brake lights.

The engine shall utilize a variable geometry turbo (VGT) as an integrated auxiliary engine brake to offer a variable rate of exhaust flow, which when activated in conjunction with the compression brake shall enhance the engine's compression braking capabilities.

AUXILIARY ENGINE BRAKE CONTROL

An engine compression brake control device shall be included. The electronic control device shall monitor various conditions and shall activate the engine brake only if all of the following conditions are simultaneously detected:

- A valid gear ratio is detected.
- The driver has requested or enabled engine compression brake operation.
- The throttle is at a minimum engine speed position.
- The electronic controller is not presently attempting to execute an electronically controlled final drive gear shift.

The compression brake shall be controlled via an off/low/high virtual button through the vehicle display and control screen. The system shall remember and default to the last engine brake control setting when the vehicle is shut off and re-started.

ELECTRONIC ENGINE OIL LEVEL INDICATOR

The engine oil shall be monitored electronically and shall send a signal to activate a warning in the instrument panel when levels fall below normal. The warning shall activate in a low oil situation upon turning on the master battery and ignition switches without the engine running.

FLUID FILLS

The front of the chassis shall accommodate fluid fill for the engine oil through the grille. This area shall also accommodate a check for the engine oil. The transmission, power steering, and coolant fluid fills and checks shall be under the cab. The windshield washer fill shall be accessible through the front left side mid step.

ENGINE DRAIN PLUG

The engine shall include an original equipment manufacturer installed oil drain plug.

ENGINE WARRANTY

The Cummins engine shall be warranted for a period of five (5) years or 100,000 miles, whichever occurs first.

REMOTE THROTTLE HARNESS

An apparatus interface wiring harness for the engine and transmission pump interlocks shall be supplied with the chassis. The harness shall include a connector for connection to a chassis pump panel harness supplied by the body builder and shall terminate in the left frame rail behind the cab for connection by the body builder. The harness shall include circuits deemed for a pump panel and shall contain circuits for a hand throttle, and a multiplexed gauge. Separate circuits shall also be included for a pump control switch, “Pump Engaged” and “OK to Pump” indicator lights, open compartment ground, start signal, park brake ground, ignition signal, master power, clean power, customer ignition, air horn solenoid switch, high idle switch and high idle indicator light. The harness shall contain interlocks that will prevent shifting to road or pump mode unless the transmission

output speed translates to less than 1 mph and the transmission is in neutral. The shift to pump mode shall also require the park brake be set.

ENGINE PROGRAMMING REMOTE THROTTLE

The engine ECM (Electronic Control Module) discreet wire remote throttle circuit shall be turned off for use with a J1939 based pump controller or when the discreet wire remote throttle controls are not required.

ENGINE PROGRAMMING IDLE SPEED

The engine low idle speed will be programmed at 700 rpm.

ENGINE AIR INTAKE

The engine air intake system shall include an ember separator. This ember separator shall be designed to protect the downstream air filter from embers using a combination of unique flat and crimped metal screens packaged in a heavy duty galvanized steel frame. This multilayered screen shall trap embers and allow them to burn out before passing through the pack.

The engine air intake system shall also include an air cleaner mounted above the radiator. This air cleaner shall utilize a replaceable dry type filter element designed to prevent dust and debris from being ingested into the engine. A service cover shall be provided on the housing, reducing the chance of contaminating the air intake system during air filter service.

The air intake system shall include a restriction indicator light in the warning light cluster on the instrument panel, which shall activate when the air cleaner element requires replacement.

ENGINE FAN DRIVE

The engine cooling system fan shall incorporate a thermostatically controlled, Horton fully variable type fan drive with SmartClutch J-1939 CAN controller.

The variable speed fan clutch only engages at the amount needed for proper cooling to facilitate improved vehicle performance, cab heating in cold climates, and fuel economy. The fan clutch design shall be fail-safe so that if the clutch drive fails the fan shall engage to prevent engine overheating due to the fan clutch failure. The fan speed shall include a J-1939 CAN clutch controller to receive signal from the engine control module to activate at variable rates of speed. Variable speeds shall be set through thermostatic and engine speed signals to run as efficiently and quietly as required to maintain temperature.

ENGINE COOLING SYSTEM

There shall be a heavy-duty aluminum cooling system designed to meet the demands of the emergency response industry. The cooling system shall have the capacity to keep the engine properly cooled under all conditions of road and pumping operations. The cooling system shall be designed and tested to meet or exceed the requirements specified by the engine and transmission manufacturer and all EPA requirements. The complete cooling system shall be mounted to isolate the entire system from vibration or stress. The individual cores of the cooling system shall be mounted in a manner to allow expansion and contraction at various rates without inducing stress into the adjoining cores.

The cooling system shall be comprised of a charge air cooler to radiator serial flow package that provides the maximum cooling capacity for the specified engine as well as serviceability. The main components shall include a surge tank, a charge air cooler bolted to the front of the radiator, recirculation shields, a shroud, a fan, and required tubing.

The radiator shall be a down-flow design constructed with aluminum cores, plastic end tanks, and a steel frame. The radiator shall be equipped with a drain cock to drain the coolant for serviceability.

The cooling system shall include a one piece injected molded polymer fan with a three (3) piece fiberglass fan shroud.

The cooling system shall be equipped with a surge tank that is capable of removing entrained air from the system. The surge tank shall be equipped with a low coolant probe and rearward oriented sight glass to observe coolant in the system. A cold fill and observation line shall be included within the frame mounted translucent recovery bottle to monitor the level of the coolant. The surge tank shall have a dual seal cap that meets the engine manufacturer's pressure requirements and allows for expansion and recovery of coolant into a separate integral expansion chamber.

All radiator tubes shall be formed from aluminized steel tubing. Recirculation shields shall be installed where required to prevent heated air from reentering the cooling package and affecting performance.

The charge air cooler shall be a cross-flow design constructed completely of aluminum with cast tanks. All charge air cooler tubes shall be formed from aluminized steel tubing and installed with silicone hump hoses and stainless steel “constant torque” style clamps meeting the engine manufacturer's requirements.

The radiator and charge air cooler shall be removable through the bottom of the chassis.

ENGINE COOLING SYSTEM PROTECTION

The engine cooling system shall include a recirculation shield designed to act as a light duty skid plate below the radiator to provide additional protection for the engine cooling system from light impacts, stones, and road debris. The skid plate shall be painted to match the frame components.

ENGINE COOLANT

The cooling package shall include Extended Life Coolant (ELC). The use of ELC provides longer intervals between coolant changes over standard coolants providing improved performance. The coolant shall contain a 50/50 mix of ethylene glycol and de-ionized water to keep the coolant from freezing to a temperature of -34 degrees Fahrenheit.

Proposals offering supplemental coolant additives (SCA) shall not be considered, as this is part of the extended life coolant makeup.

ELECTRONIC COOLANT LEVEL INDICATOR

The instrument panel shall feature a low engine coolant indicator light which shall be located in the center of the instrument panel. An audible tone alarm shall also be provided to warn of a low coolant incident.

COOLANT HOSES

The cooling systems hose shall be formed silicone hose and formed aluminized steel tubing and include stainless steel constant torque band clamps.

ENGINE COOLANT OVERFLOW BOTTLE

A remote engine coolant overflow expansion bottle shall be provided in the case of over filling the coolant system. The overflow bottle shall capture the expansion fluid or overfill rather than allow the fluid to drain on the ground.

ENGINE EXHAUST SYSTEM

The exhaust system shall include dual module after treatment device, and downpipe from the charge air cooled turbo. The dual module shall include a diesel particulate filter (DPF), urea dosing module (UL2), and a selective catalytic reduction (SCR) catalyst to meet current EPA standards.

The system shall utilize 0.07 inch thick stainless steel exhaust tubing between the engine turbo and the DPF. Zero leak clamps seal all system joints between the turbo and DPF.

The DPF, the decomposition tube, and the SCR canister through the end of the tailpipe shall be connected with zero leak clamps. The discharge shall terminate horizontally on the right side of the vehicle ahead of the rear tires.

The exhaust system shall be mounted under the frame with the DPF and the SCR canisters mounted horizontally and stacked with the SCR below the DPF in a switchback configuration.

Disclaimer - Until the 2027 EPA engine integration is finalized, available options and body design specifications related to the engine and aftertreatment system are subject to change. This may include, but is not limited to, wheelbase dimensions, centerline of suction for pumps, and pump configurations. Any additional costs resulting from the 2027 EPA engine requirements will be passed on to the end user - No exceptions.

DIESEL EXHAUST FLUID TANK

The exhaust system shall include a molded cross linked polyethylene tank for Diesel Exhaust Fluid (DEF). The tank shall have a capacity of five (5) usable gallons and shall be mounted on the left-hand side of the chassis frame behind the rear crew door entry steps.

The DEF tank shall be designed with capacity for expansion in case of fluid freezing. Engine coolant, which shall be thermostatically controlled, shall run through lines in the tank to help prevent the DEF from freezing and to provide a means of thawing the fluid if it should become frozen.

The tank fill tube shall be routed under the rear of the cab with the fill neck and splash guard accessible in the top rear step.

ENGINE EXHAUST ACCESSORIES

An exhaust temperature mitigation device shall be shipped loose for installation by the body manufacturer on the vehicle. The temperature mitigation device shall lower the temperature of the exhaust by combining ambient air with the exhaust gasses at the exhaust outlet.

ENGINE EXHAUST WRAP

The exhaust tubing between the engine turbo and the diesel particulate filter (DPF) shall be wrapped with a thermal cover in order to retain the necessary heat for DPF regeneration. The exhaust wrap shall also help protect surrounding components from radiant heat which can be transferred from the exhaust.

The exhaust flex joint shall not include the thermal exhaust wrap.

EMISSIONS SYSTEMS WARRANTY

Purchaser shall receive a Regulated Emissions Systems ten (10) years, or 450,000 miles, or 22,000 engine hours limited warranty for heavy heavy-duty engines in accordance with, and subject to, warranty certificate RFW0144. The warranty certificate is incorporated by reference into this proposal and included with this proposal or available upon request.

REGULATED EMISSIONS WARRANTY TIRES

Purchaser shall receive a regulated emissions tires two (2) years or 24,000 miles limited warranty in accordance with, and subject to, warranty certificate RFW0145. The warranty certificate is incorporated by reference into this proposal and included with this proposal or available upon request.

REGULATED EMISSIONS WARRANTY AIR CONDITIONING

Purchaser shall receive a regulated emissions air conditioning five (5) years or 100,000 miles limited warranty in accordance with, and subject to, warranty certificate RFW0146. The warranty certificate is incorporated by reference into this proposal and included with this proposal or available upon request.

TRANSMISSION

The drive train shall include an Allison model EVS 4000 torque converting, automatic transmission which shall include electronic controls. The transmission shall feature two (2) 10-bolt PTO pads located on the converter housing.

The transmission shall include two (2) internal oil filters which shall offer Allison formulated Castrol TranSynd™ synthetic transmission fluid which shall be utilized in the lubrication of the EVS transmission. An electronic oil level sensor shall be included with the readout located in the shift selector.

The transmission gear ratios shall be:

1st 3.51:1

2nd 1.91:1

3rd 1.43:1

4th 1.00:1

5th 0.74:1

6th 0.64:1 (if applicable)

Rev 4.80:1

TRANSMISSION MODE PROGRAMMING

The transmission, upon start-up, will select a six (6) speed operation without the need to press the mode button.

TRANSMISSION FEATURE PROGRAMMING

The Allison Gen V/VI-E transmission EVS group package number 127 shall contain the 198 vocational package in consideration of the duty of this apparatus as a pumper. This package shall incorporate an automatic neutral with selector override. This feature commands the transmission to neutral when the park brake is applied, regardless of drive range requested on the shift selector. This requires re-selecting drive range to shift out of neutral for the override.

This package shall be coupled with the use of a split shaft PTO and incorporate pumping circuits. These circuits shall be used allowing the vehicle to operate in the fourth range

lockup while operating the pump mode due to the 1 to 1 ratio through the transmission, therefore the output speed of the engine is the input speed to the pump. The pump output can be easily calculated by using this input speed and the drive ratio of the pump itself to rate the gallons of water the pump can provide.

A transmission interface connector shall be provided in the cab. This package shall contain the following input/output circuits to the transmission control module. The Gen V/VI-E transmission shall include prognostic diagnostic capabilities. These capabilities shall include the monitoring of the fluid life, filter change indication, and transmission clutch maintenance.

Function ID	Description	Wire assignment
Inputs		
C	PTO Request	142
J	Fire Truck Pump Mode (4th Lockup)	122 / 123
Outputs		
C	Range Indicator	145 (4th)
G	PTO Enable Output	130
	Signal Return	103

TRANSMISSION SHIFT SELECTOR

An Allison pressure sensitive range selector touch pad shall be provided and located to the right of the driver within clear view and easy reach. The shift selector shall have a graphical Vacuum Florescent Display (VFD) capable of displaying two lines of text. The shift selector shall provide mode indication and a prognostic indicator (wrench symbol) on the digital display. The prognostics monitor various operating parameters and shall alert you when a specific maintenance function is required.

ELECTRONIC TRANSMISSION OIL LEVEL INDICATOR

The transmission fluid shall be monitored electronically.

TRANSMISSION PRE-SELECT WITH AUXILIARY BRAKE

When the auxiliary brake is engaged, the transmission shall automatically shift to second gear to decrease the rate of speed assisting the secondary braking system and slowing the vehicle.

TRANSMISSION COOLING SYSTEM

The transmission shall include a water to oil cooler system located in the cooling loop between the radiator and the engine. The transmission cooling system shall meet all transmission manufacturer requirements. The transmission cooling system shall feature continuous flow of engine bypass water to maintain uninterrupted transmission cooling.

TRANSMISSION DRAIN PLUG

The transmission shall include an original equipment manufacturer installed magnetic transmission fluid drain plug.

TRANSMISSION WARRANTY

The Allison EVS series transmission shall be warranted for a period of five (5) years with unlimited mileage. Parts and labor shall be included in the warranty.

PTO LOCATION

The transmission shall have two (2) power take off (PTO) mounting locations, one (1) in the 8:00 o'clock position and one (1) in the 1:00 o'clock position.

DRIVELINE

All drivelines shall be heavy duty metal tube and equipped with MSI 1810 series universal joints for the main drivelines, and 1710 series for the inter-axle shaft. The shafts shall be dynamically balanced prior to installation to alleviate future vibration. In areas of the driveline where a slip shaft is required, the splined slip joint shall be coated with Glide

Coat®. The drivelines shall include Meritor brand u-joints with thrust washers. The driveline shall include a half round yoke.

MIDSHIP PUMP / GEARBOX

A temporary jackshaft driveline and pump mounting brackets shall be installed by the chassis manufacturer to accommodate the midship split shaft pump as specified by the apparatus manufacturer.

MIDSHIP PUMP / GEARBOX MODEL

The midship pump/gearbox provisions shall be for a Waterous CXSC22 pump.

MIDSHIP PUMP GEARBOX DROP

The Waterous pump gearbox shall have a “C” (medium length) drop length.

MIDSHIP PUMP RATIO

The ratio for the midship pump shall be 2.27:1.

MIDSHIP PUMP LOCATION C/L SUCTION TO C/L REAR AXLE

The midship pump shall be located so the dimension from the centerline of the suction to the centerline of the rear axle is 120.00 inches.

FUEL FILTER/WATER SEPARATOR

The fuel system shall have a Fuel Pro FH230 fuel filter/water separator as a primary filter. The fuel filter shall have a see through cover to allow visual inspection of fuel and filter condition and a drain valve. The fuel lines shall be extended an additional eighteen (18) inches in front and behind the fuel filter to allow the fuel filter to be easily relocated.

A secondary fuel filter shall be included as approved by the engine manufacturer.

An instrument panel lamp and audible alarm which indicates when water is present in the fuel-water separator shall also be included.

FUEL LINES

The fuel system supply and return lines installed from the fuel tank to the engine shall be black textile braided lines which are reinforced with braided high tensile steel wire. The fuel lines shall be connected with reusable steel fittings.

FUEL SHUTOFF VALVE

There shall be two (2) fuel shutoff valves which shall be installed, one (1) in the fuel draw line at the primary fuel filter and one (1) in the fuel outlet line at the primary fuel filter to allow the fuel filters to be changed without loss of fuel to the fuel pump.

A third fuel shutoff valve shall be installed in the fuel draw line, near the fuel tank to allow maintenance to be performed with minimal loss of fuel.

ELECTRIC FUEL PRIMER

Integral to the engine assembly is an electric lift pump that serves the purpose of pre-filter fuel priming.

FUEL TANK

The fuel tank shall have a capacity of sixty-eight (68) gallons and shall measure 35.00 inches in width X 17.00 inches in height X 29.00 inches in length.

The baffled tank shall have a vent port to facilitate venting to the top of the fill neck for rapid filling without "blow-back" and a roll over ball check vent for temperature related fuel expansion and draw.

The tank is designed with dual draw tubes and sender flanges. The tank shall have 2.00 inch NPT fill ports for right or left hand fill. A 0.50 inch NPT drain plug shall be centered in the bottom of the tank.

The fuel tank shall be mounted below the frame, behind the rear axle. Two (2) three-piece strap hanger assemblies with "U" straps bolted midway on the fuel tank front and rear shall be utilized to allow the tank to be easily lowered and removed for service purposes. Rubber isolating pads shall be provided between the tank and the upper tank mounting brackets. Strap mounting studs through the rail, hidden behind the body shall not be acceptable.

FUEL TANK MATERIAL AND FINISH

The fuel tank shall be constructed of 12 gauge stainless steel. The exterior of the fuel tank shall be natural finish.

FUEL TANK STRAP MATERIAL

The fuel tank straps shall be constructed of #304 stainless steel. The fuel tank straps shall be powder coated black and then painted to match the frame components if possible.

FUEL TANK FILL PORT

The fuel tank fill ports shall be provided with two (2) left fill ports located one (1) in the forward position and one (1) in the middle position and the right fill port located in the middle position of the fuel tank.

FUEL TANK DRAIN PLUG

A 0.5 inch NPT magnetic drain plug shall be centered in the bottom of the fuel tank.

FRONT AXLE

The front axle shall include a Reyco Granning ResponseMaster®, fire apparatus specific independent front suspension (IFS) offering superior ride and improved handling.

The suspension shall utilize fully independent double wishbone arms with carrier and kingpin for optimized scrub radius. Air springs are tuned for ride and help reduce suspension weight. The IFS reduces turn radius with improved wheel cut over beam axles. The hydraulic damper shall feature rebound control to ensure the maximum load stability and superior driver comfort. The IFS system shall improve handling and offer better braking because of improved ground to tire ratio. This design shall allow for independent adjustment of the vehicle's alignment settings. The IFS shall include an auxiliary transverse leaf spring.

Proposals offering independent front axles comprised of torsion bar style suspensions shall not be considered.

FRONT AXLE WARRANTY

The front axle shall be warranted by Tuthill for three (3) years or 150,000 miles, which ever comes first. Details of the Tuthill warranty are provided on the PDF document attached to this option.

FRONT WHEEL BEARING LUBRICATION

The front axle wheel bearings shall be lubricated with oil. The oil level can be visually checked via clear inspection windows in the front axle hubs.

FRONT SHOCK ABSORBERS

Two (2) Koni shock absorbers shall be provided and installed as part of the front suspension system. Each shock shall deliver improved road handling and durability.

FRONT SUSPENSION

The chassis shall include an independent front suspension (IFS) system. The known advantages of IFS systems can be improved handling and better braking due to the increase in tire surface to ground contact area. The suspension travel of the IFS shall be

approximately 6.50 inches, providing 3.00 inches bounce and 3.50 inches rebound of the suspension. The IFS front axle shall be rated between 22,001 and 24,000 pounds.

STEERING COLUMN/ WHEEL

The cab shall include a Douglas Autotech steering column which shall include a seven (7) position tilt, a 2.25 inch telescopic adjustment, and an 18.00 inch, four (4) spoke steering wheel located at the driver's position. The steering wheel shall be covered with black polyurethane foam padding.

The steering column shall contain a horn button, self-canceling turn signal switch, four-way hazard switch and headlamp dimmer switch.

ELECTRONIC POWER STEERING FLUID LEVEL INDICATOR

The power steering fluid shall be monitored electronically and shall send a signal to activate an audible alarm and visual warning in the instrument panel when fluid level falls below normal.

POWER STEERING PUMP

The hydraulic power steering pump shall be a TRW PS and shall be gear driven from the engine. The pump shall be a balanced, positive displacement, sliding vane type. The power steering system shall include an oil to air passive cooler.

FRONT AXLE CRAMP ANGLE

The chassis shall have a front axle cramp angle of 48-degrees to the left and right.

Note: Addition of optional equipment may require cramp angle to be reduced.

POWER STEERING GEAR

The power steering gear shall be a TRW model TAS 85/RCS 85.

CHASSIS ALIGNMENT

The chassis frame rails shall be measured to insure the length is correct and cross checked to make sure they run parallel and are square to each other. The front and rear axles shall be laser aligned. The front tires and wheels shall be aligned and toe-in set on the front tires by the chassis manufacturer.

REAR AXLE

The rear axle shall be a Meritor model MT-44-14X tandem drive axle. The axle shall include precision forged, single reduction differential gearing, and shall have a rated capacity of 44,000 pounds.

The axle shall be built of superior construction and quality components to provide the rugged dependability needed to stand up to the fire industry's demands. The axle shall include rectangular shaped, hot-formed housing with a standard wall thickness of 0.50 of an inch for extra strength and rigidity and a rigid differential case for high axle strength and reduced maintenance.

The axle shall have heavy-duty Hypoid gearing for longer life, greater strength and quieter operation. Industry-standard wheel ends for compatibility with both disc and drum brakes, and unitized oil seal technology to keep lubricant in and help prevent contaminant damage will be used.

REAR AXLE DIFFERENTIAL LUBRICATION

The rear axle differential shall be lubricated with oil.

REAR AXLE WARRANTY

The rear axle shall be warranted by Meritor for five (5) years with unlimited miles under the general service application. Details of the Meritor warranty are provided on the PDF document attached to this option.

WHEEL HUB PAINT

Each of the wheel hubs shall be coated with gloss black paint.

REAR WHEEL BEARING LUBRICATION

The rear axle wheel bearings shall be lubricated with oil.

REAR AXLE DIFFERENTIAL CONTROL

The tandem axle chassis shall include an inter-axle differential lock, which shall allow both axles to be engaged as drive axles. The inter-axle differential lock shall be controlled by a locking rocker switch on the switch panel. The light on the switch shall illuminate with positive engagement of the inter-axle differential lock.

VEHICLE TOP SPEED

The top speed of the vehicle shall be approximately 60 MPH +/-2 MPH at governed engine RPM.

REAR SUSPENSION

The tandem rear axle shall feature a Hendrickson Firemaax™ air suspension. Each axle will be independently suspended for optimum performance. The suspension shall include four optimized air springs mounted to cast structural trailing arms, transverse cross beams for increased roll stability and four heavy duty shock absorbers. Dual air height control valves shall be installed to ensure equal frame height on both sides of the vehicle regardless of the load. Axle alignment is maintained using four eccentric bushings at each frame bracket. The rear tandem suspension shall have 54.00 inch axle centers.

The rear suspension capacity shall be rated at 40,000 to 48,000 pounds.

REAR SHOCK ABSORBERS

Shock absorbers shall be supplied by the suspension manufacturer and installed on the rear axle suspension.

TIRE INTERMITTENT SERVICE RATING

The chassis shall be rated using Intermittent Service ratings provided to the emergency vehicle market by the tire manufacturers as the basis for determining the maximum vehicle load and speed.

FRONT TIRE

The front tires shall be Michelin 425/65R22.5 “L” tubeless radial XZE regional tread.

The front tire stamped load capacity shall be 22,800 pounds per axle with a nominal speed rating of 68 miles per hour when properly inflated to 120 pounds per square inch.

The Michelin Intermittent Service Rating maximum load capacity shall be 24,396 pounds per axle with a maximum speed of 68 miles per hour when properly inflated to 120 pounds per square inch.

The Michelin Intermittent Service Rating maximum speed capacity shall be 22,800 pounds per axle with a speed rating of 75 miles per hour when properly inflated to 120 pounds per square inch.

The Michelin Intermittent Service Rating limits the operation of the emergency vehicle to no more than fifty (50) miles of continuous operation under maximum recommended payload, or without stopping for at least twenty (20) minutes. The emergency vehicle must reduce its speed to no more than 50 MPH after the first fifty (50) miles of travel.

REAR TIRE

The rear tires shall be Michelin 12R-22.5 16PR "H" tubeless radial X Multi grip D regional tread.

The rear tire stamped load capacity shall be 27,120 pounds per axle with a nominal speed rating of 68 miles per hour when properly inflated to 120 pounds per square inch.

The Michelin Intermittent Service Rating maximum load capacity shall be 29,020 pounds per axle with a maximum speed of 68 miles per hour when properly inflated to 120 pounds per square inch.

The Michelin Intermittent Service Rating maximum speed capacity shall be 27,120 pounds per axle with a speed rating of 75 miles per hour when properly inflated to 120 pounds per square inch.

The Michelin Intermittent Service Rating limits the operation of the emergency vehicle to no more than fifty (50) miles of continuous operation under maximum recommended payload, or without stopping for at least twenty (20) minutes. The emergency vehicle must reduce its speed to no more than 50 MPH after the first fifty (50) miles of travel.

REAR AXLE RATIO

The rear axle ratio shall be 6.14:1.

TIRE PRESSURE INDICATOR

There shall be electronic chrome LED valve caps shipped loose for installation by the OEM which shall illuminate with a red LED when tire pressure drops 8psi provided. The valve caps are self-calibrating and set to the pressure of the tire upon installation.

FRONT WHEEL

The front wheels shall be Alcoa hub piloted, 22.50 inch X 12.25 inch aluminum wheels. The wheels shall feature Alcoa's Dura-Black® finish technology as an integral part of the wheel surface. The hub piloted mounting system shall provide easy installation and shall include two-piece flange nuts.

REAR WHEEL

The outer rear wheels shall be Alcoa hub piloted, 22.50 inch X 8.25 inch aluminum wheels with Alcoa's Dura-Black® finish technology as an integral part of the wheel surface. The inner rear wheels shall be Alcoa hub piloted, 22.50 inch X 8.25 inch aluminum wheels with Alcoa's Dura-Black® finish technology as an integral part of the wheel surface. The hub piloted mounting system shall provide easy installation and shall include two-piece flange nuts.

BALANCE WHEELS AND TIRES

All of the wheels and tires, including any spare wheels and tire assemblies, shall include Counteract brand balancing beads.

WHEEL GUARDS

The rear dual wheels shall include a plastic isolator approximately 0.04" installed between the inner and outer wheel hub to help prevent corrosion caused by metal to metal contact. There shall also be a plastic isolator between the axle hub and the wheels on both front and rear axles.

TIRE CHAINS

Onspot brand six (6) strand automatic ice chains shall be installed on the rear axle of the chassis to provide instant traction while traveling on ice and snow at speeds below 35 MPH.

TIRE CHAINS ACTIVATION

The tire chain system shall be activated by a locking switch on the dash to deter accidental activation. The light on the switch shall illuminate when the tire chains are engaged. The

tire chains shall be interlocked with the transmission and shall engage only if the vehicle is traveling 30 MPH or less. After traveling over 30 MPH, the vehicle must be reduced to a speed below 5 MPH for the tire chains to be engaged or re-engaged.

BRAKE SYSTEM

A rapid build-up air brake system shall be provided. The air brakes shall include, at a minimum, a three (3) air tank, four (4) reservoir system with a total of 6236 cubic inch of air capacity. A floor mounted treadle valve shall be mounted inside the cab for graduated control of applying and releasing the brakes. An inversion valve shall be installed to provide a service brake application in the unlikely event of primary air supply loss. All air reservoirs provided on the chassis shall be labeled for identification.

The tandem rear axle spring brakes shall automatically apply in any situation when the air pressure falls below 25 PSI and shall include a mechanical means for releasing the spring brakes when necessary. An audible alarm shall designate when the system air pressure is below 60 PSI.

A six (6) sensor, six (6) modulator Anti-lock Braking System (ABS) shall be installed on the front and tandem rear axles in order to prevent the brakes from locking or skidding while braking during hard stops or on icy or wet surfaces. This in turn shall allow the driver to maintain steering control under heavy braking and in most instances, shorten the braking distance. The electronic monitoring system shall incorporate diagonal circuitry which shall monitor wheel speed during braking through a sensor and tone ring on each wheel. A dash mounted ABS lamp shall be provided to notify the driver of a system malfunction. The ABS system shall automatically disengage the auxiliary braking system device when required. The speedometer screen shall be capable of reporting all active defaults using PID/SID and FMI standards.

Additional safety shall be accommodated through Automatic Traction Control (ATC) which shall be installed on the tandem rear axle. The ATC system shall apply the ABS when the drive wheels lose traction. The system shall scale the electronic engine throttle back to prevent wheel spin while accelerating on ice or wet surfaces.

A virtual button on the vehicle display and control screen shall be provided and properly labeled “mud/snow”. When the switch is pressed once, the system shall allow a momentary wheel slip to obtain traction under extreme mud and snow conditions. During this condition the ATC light shall blink continuously notifying the driver of activation. Pressing the switch again shall deactivate the mud/snow feature.

The Electronic Stability Control (ESC) unit is a functional extension of the electronic braking system. It is able to detect any skidding of the vehicle about its vertical axis as well as any rollover tendency. The control unit comprises an angular-speed sensor that measures the vehicle’s motion about the vertical axis, caused, for instance, by cornering or by skidding on a slippery road surface. An acceleration sensor measures the vehicle’s lateral acceleration. The Controller Area Network (CAN) bus provides information on the steering angle. On the basis of lateral acceleration and steering angle, an integrated microcontroller calculates a theoretical angular speed for the stable vehicle condition.

FRONT BRAKES

The front brakes shall be Knorr/Bremse SN7 disc brakes with 17.00 inch vented rotors.

REAR BRAKES

The rear brakes shall be Meritor EX225 Disc Plus disc brakes with 17.00 inch vented rotors.

PARK BRAKE

Upon application of the push-pull valve in the cab, the rear brakes will engage via mechanical spring force. This is accomplished by dual chamber rear brakes, satisfying the FMVSS parking brake requirements.

PARK BRAKE CONTROL

A Meritor-Wabco manual hand control push-pull style valve shall operate the parking brake system. The control shall be yellow in color.

The parking brake actuation valve shall be mounted in the left hand switch panel.

AIR DRYER

The brake system shall include a Wabco System Saver 1200 air dryer with an integral 100 watt heater with a Metri-Pack sealed connector. The air dryer incorporates an internal turbo cutoff valve that closes the path between the air compressor and air dryer purge valve during the compressor "unload" cycle. The turbo cutoff valve allows purging of moisture and contaminants without the loss of turbo boost pressure. The air dryer shall be located on the right hand frame rail forward of the front wheel behind the right hand cab step.

FRONT BRAKE CHAMBERS

The front brakes shall be provided with type 24 brake chambers as supplied with the independent front suspension axle.

REAR BRAKE CHAMBERS

The rear axle shall include TSE 24/30 H.O.T. (High Output Technology) brake chambers shall convert the energy of compressed air into mechanical force and motion. This shall actuate the brake camshaft, which in turn shall operate the foundational brake mechanism forcing the brake pads against the brake rotor.

AIR COMPRESSOR

The air compressor provided for the engine shall be a Wabco® SS318 single cylinder pass-through drive type compressor which shall be capable of producing 18.7 CFM at 1200 engine RPMs. The air compressor shall feature a higher delivery efficiency translating to more air delivery per horsepower absorbed. The compressor shall include an aluminum cylinder head which shall improve cooling, reduce weight and decrease carbon formation. Superior piston and bore finishing technology shall reduce oil consumption and significantly increasing the system component life.

AIR GOVERNOR

An air governor shall be provided to control the cut-in and cut-out pressures of the engine mounted air compressor. The governor shall be calibrated to meet FMVSS requirements. The air governor shall be located on the air dryer bracket.

MOISTURE EJECTORS

Manual cable actuated drain valves shall be installed on all reservoirs of the air supply system. The actuation pull cables shall be coiled and tied at each drain valve. The supplied cables when extended shall be sufficient in length to allow each drain to be activated from the side of the apparatus.

AIR SUPPLY LINES

The air system on the chassis shall be plumbed with color coded reinforced nylon tubing air lines. The primary (rear) brake line shall be green, the secondary (front) brake line red, the parking brake line orange and the auxiliary (outlet) shall be blue.

Brass compression type fittings shall be used on the nylon tubing except as noted. All drop hoses shall be fiber reinforced neoprene covered hoses.

All nylon air tubing on the chassis shall be covered with high temperature plastic split loom.

Note: The IR-2 valve shall include push to connect fittings.

AIR INLET CONNECTION

A Kussmaul air automatic eject connection for the shoreline air inlet shall be supplied.

AIR INLET/ AUTO EJECT CONNECTION COVER

The air auto eject connection shall be red in color.

AIR INLET LOCATION

The air inlet shall be installed on the left hand side of the cab ahead of the driver's door rear of the bumper above the electrical inlet.

AIR INLET/ OUTLET FITTING TYPE

The air connector supplied shall be a 0.25 inch size Tru-Flate Interchange style manual connection which is compatible with Milton ‘T’ style, Myers 0.25 inch Automotive style and Parker 0.25 inch 10 Series connectors.

REAR AIR TANK MOUNTING

If a combination of wheel base, air tank quantity, or other requirements necessitate the location of one or more air tanks to be mounted rear of the fuel tank, these tank(s) will be mounted perpendicular to frame.

WHEELBASE

The chassis wheelbase shall be 199.50 inches.

REAR OVERHANG

The chassis rear overhang shall be 106.00 inches.

FRAME

The frame shall consist of double rails running parallel to each other with cross members forming a ladder style frame. The frame rails shall be formed in the shape of a "C" channel, with the outer rail measuring 10.25 inches high X 3.50 inches deep upper and lower flanges X 0.38 inches thick with an inner channel of 9.44 inches high X 3.13 inches deep and 0.38 inches thick. Each rail shall be constructed of 110,000 psi minimum yield high strength low alloy steel. Each double rail section shall be rated by a Resistance Bending Moment (RBM) minimum of 3,213,100 inch pounds and have a minimum section modulus of 29.21 cubic inches. The frame shall measure 35.00 inches in width.

Proposals calculating the frame strength using the “box method” shall not be considered.

Proposals including heat treated rails shall not be considered. Heat treating frame rails produces rails that are not uniform in their mechanical properties throughout the length of the rail. Rails made of high strength, low alloy steel are already at the required yield strength prior to forming the rail.

A minimum of seven (7) fully gusseted 0.25 inch thick cross members shall be installed. The inclusion of the body mounting, or bumper mounting shall not be considered as a cross member. The cross members shall be attached using zinc coated grade 8 fasteners. The bolt heads shall be flanged type, held in place by distorted thread flanged lock nuts. Each cross member shall be mounted to the frame rails utilizing a minimum of 0.25 inch thick gusset reinforcement plates at all corners balancing the area of force throughout the entire frame.

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Any proposals not including additional reinforcement for each cross member shall not be considered.

All relief areas shall be cut in with a minimum 2.00 inch radius at intersection points with the edges ground to a smooth finish to prevent a stress concentration point.

FRAME PAINT

The frame rails shall be hot dip galvanized prior to assembly and attachment of any components. The components that shall be galvanized shall include:

- Main frame “C” channel or channels

The frame parts which are not galvanized shall be powder coated prior to any attachment of components. Parts which shall be powder coated shall include but are not limited to:

- Steering gear bracket
- Front splayed rails and fish plates
- Bumper extensions
- Cross members
- Cross member gussets
- Fuel tank mounting brackets
- Fuel tank straps (unless material/finish is specified in 3130 subcat)
- Air tanks (unless color coded tanks are specified in 3205 subcat)
- Air tank mounting brackets
- Exhaust mounting brackets
- Air cleaner skid plate
- Radiator skid plate
- Battery supports, battery trays and battery covers

Other non-galvanized under carriage components which are received from the suppliers with coatings already applied shall include but are not limited to:

- Suspension components
- Front and rear axles

All powder coatings, primers and paint used on the non-galvanized components shall be compatible with all metals, pretreatments and primers used. The cross hatch adhesion test per ASTM D3359 shall not have a fail of more than ten (10) squares. The pencil hardness test per ASTM D3363 shall have a final post-curved pencil hardness of H-2H. The direct impact resistance test per ASTM D2794 shall have an impact resistance of 120.00 inches per pound at 2 mils.

The chassis under carriage consisting of frame, axles, driveline running gear, air tanks and other assorted chassis mounted components shall then be painted the primary lower cab color. Paint shall be applied prior to airline and electrical wiring installation.

FRAME PAINT - MISCELLANEOUS

There shall be an RTV type sealant applied to the seams between the frame rail and the frame liner(s) to help prevent water intrusion between the frame rails. The sealant shall be applied to all seams along the length of the frame and at the top, front, and rear ends of the liner(s). The sealant shall be applied after the frame rails have been assembled and painted.

FRAME ASSEMBLY STRUCTURAL

Purchaser shall receive a Frame Assembly Structural Fifty (50) Years or 250,000 Miles limited warranty in accordance with, and subject to, warranty certificate RFW0305. The warranty certificate is incorporated by reference into this proposal, and included with this proposal or available upon request.

FRAME RAIL CORROSION

Purchaser shall receive a Frame Rail Corrosion (Zinc Plate and Powder Coat) Twenty Five (25) Years or 150,000 Miles limited warranty in accordance with, and subject to, warranty certificate RFW0316. The warranty certificate is incorporated by reference into this proposal, and included with this proposal or available upon request.

FRAME COMPONENTS CORROSION

Purchaser shall receive a Frame Components Corrosion (Powder Coat) Three (3) Years or 48,000 Miles limited warranty in accordance with, and subject to, warranty certificate RFW0313. The warranty certificate is incorporated by reference into this proposal, and included with this proposal or available upon request.

FRONT BUMPER

The chassis shall be equipped with a severe duty front bumper constructed from structural steel channel. The bumper material shall be 0.38 thick ASTM A36 steel which shall measure 12.00 inches high with a 3.05 inch flange and shall be 104.50 inches wide with angled front corners.

The bumper shall be primed and painted as specified.

FRONT BUMPER EXTENSION LENGTH

The front bumper shall be extended approximately 21.00 inches ahead of the cab.

FRONT BUMPER PAINT

The front bumper shall be painted the same as the lower cab color. The front bumper trim shall feature a black spray on bedliner coating.

FRONT BUMPER TRIM

A stainless steel trim angle, painted to the customer's specifications, shall be installed on the top corner of the bumper across the front and on the top corner of the bumper tails, terminating at the rearmost portion of the apron. The trim angle shall measure approximately 3.00 inches wide on the horizontal flange and 1.60 inches tall on the vertical flange. The trim shall be affixed to the bumper and bolted down to the apron with isolating washers.

FRONT BUMPER APRON

The 21.00 inch extended front bumper shall include an apron constructed of 0.19 inch thick embossed aluminum tread plate.

The apron shall be installed between the bumper and the front face of the cab affixed using stainless steel bolts attaching the apron to the top bumper flange.

FRONT BUMPER DISCHARGE

The chassis shall include frame mounted 2.00 inch diameter plumbed pipe intended for use as a discharge trash line. The discharge pipe shall be routed from the right hand front splay rail area behind the bumper to the area rear of the front axle, ahead of the battery box.

The discharge shall pipe shall be a, 2.00 inch stainless steel schedule 10 tube. The discharge shall include a Victaulic groove for connecting to the pump and discharge hose plumbing on each end of the tube.

The apparatus manufacturer shall plumb the discharge pipe to the pump and shall provide all valves as required.

FRONT BUMPER COMPARTMENT CENTER

The front bumper shall include a compartment in the bumper apron located in the center between the frame rails which may be used as a hose well. The compartment shall be constructed of 0.13 inch 5052-H32 grade aluminum and shall include drain holes in the bottom corners to allow excess moisture to escape. Two PAC Trac straps shall be provided with the storage well. The straps shall be installed over the top of the compartment to retain the hose.

MECHANICAL SIREN

The front bumper shall include an electro mechanical Federal Q2B™ siren, which shall be streamlined, chrome-plated and shall produce 123 decibels of sound at 10.00 feet. The Q2B™ siren produces a distinctive warning sound that is recognizable at long distances. A unique clutch design provides a longer coast down sound while reducing the amp draw to 100 amps. The siren shall measure 10.50 inches wide X 10.00 inches high X 14.00 inches deep. The siren shall include a pedestal mount to surface mount on a horizontal surface.

MECHANICAL SIREN LOCATION

The siren shall be pedestal mounted on the bumper apron on the furthest outboard section of the bumper on the driver side.

AIR HORN

The front bumper shall include two (2) Hadley brand E-Tone air horns which shall measure 21.00 inches long with a 6.00 inch round flare. The air horns shall be trumpet style with a chrome finish on the exterior and a painted finish deep inside the trumpet.

AIR HORN LOCATION

The air horns shall be recess mounted in the front bumper face, one (1) on the right side of the bumper in the inboard position relative to the right hand frame rail and one (1) on the left side of the bumper in the inboard position relative to the left hand frame rail.

AIR HORN RESERVOIR

One (1) air reservoir, with a 1200 cubic inch capacity, shall be installed on the chassis to act as a supply tank for operating air horns. The reservoir shall be isolated with a 90 PSI pressure protection valve on the reservoir supply side to prevent depletion of the air to the air brake system.

ELECTRONIC SIREN SPEAKER

There shall be two (2) Federal Signal Inc. Dynamax® model ES100C, 100 watt speakers provided. Each speaker shall measure 5.90 inches tall X 5.50 inches wide X 2.30 inches deep. Each speaker shall include a Federal Signal “Electric F” style grille which shall measure 6.61 inches tall X 6.78 inches wide.

ELECTRONIC SIREN SPEAKER LOCATION

The two (2) electronic siren speakers shall be located on the front bumper face outboard of the frame rails with one (1) on the right side and one (1) on the left side in the outboard positions.

FRONT BUMPER TOW EYES

The bumper shall include two (2) painted tow eyes which shall be installed below the front bumper. The tow eyes shall be fabricated from 0.75 inch thick #1020 ASTM-36 hot rolled steel. The inside diameter of the eye shall be 2.00 inches and include inside/outside chamfered edges. The tow eyes shall be painted to match the frame components.

TOW FORK PROVISION

Two (2) heavy duty steel towing forks shall be bolt-on to the underside of the frame flange and butted to the bottom frame with a fish plate joint. Each shall be shaped like an upside down "U" to act as a designated hookup point to accept a tow bar from a service vehicle without having to reach the front axle. The robust design shall allow a disabled vehicle to be lifted and towed without doing damage to the bumper or bumper mounted options. The provisions shall be mounted directly behind the cab tilt cross member to provide optimal vehicle stability while maintaining access for most heavy duty tow stingers. Each tow fork shall be labeled for identification.

CAB TILT SYSTEM

The entire cab shall be capable of tilting approximately 45-degrees to allow for easy maintenance of the engine and transmission. The cab tilt pump assembly shall be located on the right side of the chassis forward of the front axle behind the officer's door area.

The electric-over-hydraulic lift system shall include an ignition interlock and red cab lock down indicator lamp on the tilt control which shall illuminate when holding the "Down" button to indicate safe road operation.

It shall be necessary to activate the master battery switch and set the parking brake in order to tilt the cab. As a third precaution the ignition switch must be turned off to complete the cab tilt interlock safety circuit.

Two (2) spring-loaded hydraulic hold down hooks located outboard of the frame shall be installed to hold the cab securely to the frame. Once the hold-down hooks are set in place,

it shall take the application of pressure from the hydraulic cab tilt lift pump to release the hooks.

Two (2) cab tilt cylinders shall be provided with velocity fuses in each cylinder port. The cab tilt pivots shall be 1.90 inch ball and be anchored to frame brackets with 1.25 inch diameter studs.

A steel safety channel assembly, painted safety yellow shall be installed on the right side cab lift cylinder to prevent accidental cab lowering. The safety channel assembly shall fall over the lift cylinder when the cab is in the fully tilted position. A cable release system shall also be provided to retract the safety channel assembly from the lift cylinder to allow the lowering of the cab.

CAB TILT AUXILIARY PUMP

A manual cab tilt pump module shall be attached to the cab tilt pump mounting bracket.

CAB TILT LIMIT SWITCH

A cab tilt limit switch shall be installed. The switch will effectively limit the travel of the cab when being tilted. The limit adjustment of the switch shall be preset by the chassis manufacturer to prevent damage to the cab or any bumper mounted option mounted in the cab tilt arc. Further adjustment to the limit by the apparatus manufacturer shall be available to accommodate additional equipment.

CAB TILT CONTROL RECEPTACLE

The cab tilt control cable shall include a receptacle which shall be temporarily located on the right hand chassis rail rear of the cab to provide a place to plug in the cab tilt remote control pendant. The tilt pump shall include 8.00 feet of cable with a six (6) pin Deutsch receptacle with a cap.

The remote control pendant shall include 20.00 feet of cable with a mating Deutsch connector. The remote control pendant shall be shipped loose with the chassis.

CAB TILT NOISE DAMPENER

In an effort to reduce the amount of noise created by the cab tilt lock down system, sound dampening spray-on materials shall be utilized to insulate contact points in the system to help prevent metallic sounds from occurring while traversing rough roads.

CAB TILT LOCK DOWN INDICATOR

The cab dash shall include a message located within the dual air pressure gauge which shall alert the driver when the cab is unlocked and ajar. The alert message shall cease to be displayed when the cab is in the fully lowered position and the hold down hooks are secured and locked to the cab mounts.

In addition to the alert message an audible alarm shall sound when the cab is unlocked and ajar and the parking brake is released.

CAB WINDSHIELD

The cab windshield shall have a surface area of 2969.88 square inches and be of a two (2) piece wraparound design for maximum visibility.

The glass utilized for the windshield shall include standard automotive tint. The left and right windshield shall be fully interchangeable thereby minimizing stocking and replacement costs.

Each windshield shall be bonded to the cab using a high strength commercial grade automotive adhesive.

GLASS FRONT DOOR

The front cab doors shall include a window which is 27.00 inches in width X 26.00 inches in height. These windows shall have the capability to roll down completely into the door housing. This shall be accomplished using electric actuation. The left and right front door

windows shall be controlled using a switch on each respective side inner door panel. The driver's door shall include a switch for each powered door window in the cab.

There shall be an irregular shaped fixed window which shall measure 2.50 inches wide at the top, 8.00 inches wide at the bottom X 26.00 inches in height, more commonly known as "cozy glass" ahead of the front door roll down windows.

The windows shall be mounted within the frame of the front doors trimmed with a black ring on the exterior.

GLASS TINT FRONT DOOR

The windows located in the left and right front doors shall include a dark gray automotive tint which shall allow forty-five percent (45%) light transmittance. The dark tint shall aid in cab cooling and help protect passengers from radiant solar energy.

GLASS REAR DOOR RH

The rear right hand side crew door shall include a window which is 27.00 inches in width X 26.00 inches in height. The window shall be a powered type and shall be controlled by a switch on the door panel ledge and on the driver's control panel.

GLASS TINT REAR DOOR RIGHT HAND

The window located in the right hand side rear window shall include a dark gray automotive tint which shall allow forty-five percent (45%) light transmittance. The dark tint shall aid in cab cooling and help protect passengers from radiant solar energy.

GLASS REAR DOOR LH

The rear left hand side crew door shall include a window which is 27.00 inches in width X 26.00 inches in height. The window shall be a powered type and shall be controlled by a switch on the door panel ledge and on the driver's control panel.

GLASS TINT REAR DOOR LEFT HAND

The window located in the left hand side rear door shall include a dark gray automotive tint which shall allow forty-five percent (45%) light transmittance. The dark tint shall aid in cab cooling and help protect passengers from radiant solar energy.

GLASS SIDE MID RH

The cab shall include a window on the right side behind the front door and ahead of the crew door and above the wheel well which shall measure approximately 15.50 inches wide X 27.00 inches high and rectangular in shape. This window shall be fixed and bonded to the cab using a high strength commercial grade automative adhesive.

GLASS TINT SIDE MID RIGHT HAND

The window located on the right hand side of the cab between the front and rear doors shall include a dark gray automotive tint which shall allow forty-five percent (45%) light transmittance. The dark tint shall aid in cab cooling and help protect passengers from radiant solar energy.

GLASS SIDE MID LH

The cab shall include a window on the left side behind the front door and ahead of the crew door and above the wheel well which shall measure approximately 15.50 inches wide X 27.00 inches high and rectangular in shape. This window shall be fixed and bonded to the cab using a high strength commercial grade automative adhesive.

GLASS TINT SIDE MID LEFT HAND

The window located on the left hand side of the cab between the front and rear doors shall include a dark gray automotive tint which shall allow forty-five percent (45%) light transmittance. The dark tint shall aid in cab cooling and help protect passengers from radiant solar energy.

CLIMATE CONTROL

A ceiling mounted combination defroster and cabin heating and air conditioning system shall be located above the engine tunnel area. The system covers and plenums shall be of severe duty design made of aluminum which shall be coated with a customer specified interior paint. The design of the system's covers shall provide quick access to washable air intake filters as well as easy access to other serviceable items.

The air delivery plenums provide targeted airflow directly to the vehicle occupants. Six (6) adjustable louvers will provide comfort for the front seat occupants and ten (10) adjustable louvers will provide comfort for the rear crew occupants.

The system shall be capable of producing up to 12 FPM of air velocity at all occupant seating positions. Separate front and rear blower motors shall be of brushless design and shall be controlled independently. It shall be capable of reducing the interior cabin air temperature from 122˚ F (+/- 3˚ F) to 80˚ F in thirty minutes with 50% relative humidity and full solar load as described in SAE J2646.

The system shall also provide heater pull up performance which meets or exceeds the performance requirements of SAE J1612 as well as defrost performance that meets or exceeds the performance requirements of SAE J381.

A gravity drain system shall be provided that is capable of evacuating condensate from the vehicle while on a slope of up to a 13% grade in any direction.

The air conditioning system plumbing shall be a mixture of custom bent zinc coated steel fittings and Aeroquip flexible hose with Aeroquip EZ-Clip fittings.

The overhead heater/defroster plumbing shall include an electronic flow control valve that re-directs hot coolant away from the evaporator, via a bypass loop, as the temperature control is moved toward the cold position.

Any component which needs to be accessed to perform system troubleshooting shall be accessible by one person using basic hand tools. Regularly serviced items shall be replaceable by one person using basic hand tools.

****The chassis manufacturer recommends that the overall climate system performance be based off third-party testing in accordance with the Society of Automotive Engineering standards as a complete system.***

Individual component level BTU ratings is not an accurate indicator of the performance capability of the completed system. System individual component BTU ratings:

- Air conditioning evaporator total BTU/HR: 82,000
- Air conditioning condenser total BTU/HR: 59,000
- Heater coil total BTU/HR: 98,000

Performance data specified is based on testing performed by an independent third-party test facility using a medium four-door 10" raised roof cab equipped with an ISL engine.

CLIMATE CONTROL DRAIN

The climate control system shall include a gravity drain for water management. The gravity drain shall remove condensation from the air conditioning system without additional mechanical assistance.

CLIMATE CONTROL ACTIVATION

The heating, defrosting and air conditioning controls shall be in the center dash center switch panel, in a position which is easily accessible to the driver. The climate control shall be activated by a rotary switch.

HVAC OVERHEAD COVER PAINT

The overhead HVAC cover shall be painted with a single stage flat paint to closely match the color of our medium gray spray on bedliner.

A/C CONDENSER LOCATION

A roof mounted A/C condenser shall be installed centered on the cab forward of the raised roof against the slope rise.

A/C COMPRESSOR

The air-conditioning compressor shall be a belt driven, engine mounted compressor. The compressor shall be compatible with R134-a refrigerant.

The chassis manufacturer recommends that the overall climate system performance be based off third-party testing in accordance with the Society of Automotive Engineering standards as a complete system.

Individual component level ratings are not an accurate indicator of the performance capability of the completed system.

Refrigerant Compressor displacement: 19.1 cubic inches per revolution.

CAB CIRCULATION FANS FRONT

The cab shall include two (2) all metal 6.00 inch air circulation fans installed in the outer front cab corners. Each fan shall be controlled by an individual toggle switch on each fan. The fans can be used to help defog the windshield or to increase air circulation for passenger comfort.

UNDER CAB INSULATION

The underside of the cab tunnel surrounding the engine shall be lined with multi-layer insulation, engineered for application inside diesel engine compartments.

The insulation shall act as a noise barrier, absorbing noise thus keeping the decibel level in the cab well within NFPA recommendations. As an additional benefit, the insulation shall assist in sustaining the desired temperature within the cab interior.

The engine tunnel insulation shall measure approximately 0.30 inch thick including a multi-layer foil faced glass cloth and polyester fiber layer. The foil surface acts as protection against heat, moisture and other contaminants. The insulation shall meet or exceed FMVSS 302 flammability test.

The cab floor insulation shall measure 0.56 inch thick including a 1.0#/sf PVC barrier and a moisture and heat reflective foil facing, reinforced with fiberglass strands. The foil surface acts as protection against moisture and other contaminants. The insulation shall meet or exceed FMVSS 302 flammability test.

The insulation shall be cut precisely to fit each section and sealed for additional heat and sound deflection. The insulation shall be held in place by acrylic pressure sensitive adhesive. In addition, the insulation on the underside of the cab floor shall have aluminum pins with hard hat, hold in place fastening heads and an expanded metal overlay to assist in retaining the insulation tight against the cab. The insulation inside the tunnel shall have a removable aluminum overlay installed to protect the insulation and assist in retaining the insulation tight against the engine tunnel surfaces.

The cab floor insulation shall cover the driver and officer floor areas as well as all crew floor areas and compartment floor areas if applicable.

INTERIOR TRIM FLOOR MAT

The floor of the cab shall be covered with a multi-layer mat consisting of 0.25 inch thick sound absorbing closed cell foam with a 0.06 inch thick non-slip vinyl surface with a pebble grain finish. The covering shall be held in place by a pressure sensitive adhesive.

The floor shall have an overlay of 3003-H22 aluminum embossed tread plate. The aluminum plate shall be held down with screws and shall feature a flange wrapping downward into each stepwell, eliminating the need for any additional trim where the cab floor and the step wells meet. All exposed seams shall be sealed with silicone caulk matching the color of the floor mat to reduce the chance of moisture and debris retention.

INTERIOR TRIM

The cab interior shall include trim on the front ceiling, rear crew ceiling, and the cab walls. It shall be easily removable to assist in maintenance. The trim shall be constructed of insulated vinyl over a hard board backing.

REAR WALL INTERIOR TRIM

The rear wall of the cab shall be trimmed with aluminum sheet metal coated with a customer specified interior paint or protective coating.

HEADER TRIM

The cab interior shall feature header trim over the driver and officer dash constructed of 5052-H32 Marine Grade, 0.13 inch thick aluminum.

TRIM CENTER DASH

The main center dash area shall be constructed of 5052-H32 Marine Grade, 0.13 inch thick aluminum plate. There shall be four (4) holes located on the top of the dash near each outer edge of the electrical access cover for ventilation. The center dash electrical access cover shall include a gas cylinder stay which shall hold the cover open during maintenance.

TRIM LH DASH

The left hand dash shall be constructed of 5052-H32 Marine Grade, 0.13 inch thick aluminum plate for a perfect fit around the instrument panel. For increased occupant protection the extreme duty left hand dash utilizes patent pending break away technology to reduce rigidity in the event of a frontal crash. The left hand dash shall offer lower vertical surface area to the left and right of the steering column to accommodate control panels.

TRIM RH DASH

The right hand dash shall be constructed of 5052-H32 Marine Grade, 0.13 of an inch thick aluminum plate and shall include a glove compartment with a hinged door and a Mobile Data Terminal (MDT) provision. The glove compartment size will measure 14.00 inches wide X 4.50 inches high X 5.88 inches deep. The MDT provision shall be provided above the glove compartment.

TRIM RH DASH ACCESSORIES

The Mobile Data Terminal (MDT) provision on the right hand dash shall be provided with a slide-out tray. The MDT slide-out tray shall be constructed of 5052-H32 Marine Grade, 0.13 of an inch thick aluminum plate. The mounting surface of the tray measures 12.50 inches wide X 10.75 inches deep which shall allow for the mounting of a MDT with the added luxury of sliding it toward the officer as much as 11.00 inches.

ENGINE TUNNEL TRIM

The cab engine tunnel shall be covered with a multi-layer mat consisting of 0.25 inch thick sound absorbing closed cell foam with a 0.06 inch thick non-slip vinyl surface with a pebble grain finish. The covering shall be held in place by a pressure sensitive adhesive.

The cab engine tunnel shall have an overlay of 5052-H32 aluminum plate with a Multi-tone finish, colored to match the cab paint interior finish color scheme. The aluminum plate shall be held down with screws. All exposed seams shall be sealed with silicone caulk matching the color of the floor mat to reduce the chance of moisture and debris retention.

POWER POINT DASH MOUNT

The cab shall include two (2) Powerwerx combination fast charging (USB) QC3.0 and (USB) QC4.0 type-C power delivery receptacles in the cab dash switch panel to provide a power source for USB chargeable electrical equipment. Each USB receptacle shall have a total 75 Watts nominal combined output. The receptacles shall be wired battery direct.

AUXILIARY POWER POINT MID CREW

The cab interior shall include two (2) Powerwerx combination fast charging (USB) and (USB) type-C power delivery receptacles to provide a power source for USB chargeable electrical equipment. One (1) receptacle shall be located under the right hand mid side window location and one (1) receptacle shall be located under the left hand mid side window location, each within a composite housing. The receptacles shall be connected directly to the batteries.

STEP TRIM

Each cab entry door shall include a three step entry. The first step closest to the ground shall be constructed of SAE 304 stainless steel with embossed perforations and diamond shaped cutout. The perforations and cutouts shall allow water and other debris to flow through rather than becoming trapped within the stepping surface. The stainless steel material shall have a number 8 mirror finish. The lower step shall be mounted to a frame which is integral with the construction of the cab for rigidity and strength. The middle step shall be integral with the cab construction and shall be trimmed in 0.08 inch thick 3003-H22 embossed aluminum tread plate.

STEP TRIM KICKPLATE

The cab steps shall include a kick plate in the rise of each step. The risers shall be trimmed in 3003-H22 bright aluminum tread-plate which is 0.07 inch thick.

UNDER CAB ACCESS DOOR

The cab shall include an access door in the left crew step riser constructed of aluminum tread plate with a push and turn latch. The under cab access door shall provide access to the diesel exhaust fluid fill.

INTERIOR DOOR TRIM

The interior trim on the doors of the cab shall consist of an aluminum panel constructed of Marine Grade 5052-H32 0.13 inch thick aluminum plate. The door panels shall include a DA sanded finish.

DOOR TRIM SCUFF PLATE

The painted surface rear of the front door windows on the inside of the door shall include a stainless steel scuff plate to protect the painted surface from damage caused by the seat belt buckle. An additional stainless steel scuff plate shall also be provided along the window ledge for a more durable surface resisting wear from elbows in turnout gear.

DOOR TRIM CUSTOMER NAMEPLATE

The interior door trim on the front doors shall include a customer nameplate which states the vehicle was custom built for their department, city, township, or county.

CAB DOOR TRIM REFLECTIVE

The interior of each door shall include high visibility reflective tape. A white reflective tape shall be provided vertically along the outer rear edge of the door. The lowest portion of each door skin shall include a reflective tape chevron with red and black stripes and a Spartan logo. The chevron tape shall measure 6.00 inches in height.

INTERIOR GRAB HANDLE "A" PILLAR

There shall be two (2) rubber covered 11.00 inch grab handles installed inside the cab, one on each “A” post at the left and right door openings. The left handle shall be located 7.88 inches above the bottom of the door window opening and the right handle shall be located 2.88 inches above the bottom of the door window opening. The handles shall assist personnel in entering and exiting the cab.

INTERIOR GRAB HANDLE FRONT DOOR

Each front door shall include one (1) ergonomically contoured 9.00 inch cast aluminum handle mounted horizontally on the interior door panels. The handles shall feature a textured red finish to assist personnel entering and exiting the cab.

INTERIOR GRAB HANDLE REAR DOOR

A cast aluminum assist handle shall be provided on the inside of each rear crew door. A 30.00 inch long handle shall extend horizontally the width of the window just above the window sill. The handle shall include a textured red finish and assist personnel in exiting and entering the cab.

ADDITIONAL INTERIOR GRAB HANDLE REAR DOOR

Each rear door shall include one (1) additional grab handle. The handle shall be a 30.00 inch long one-piece cast aluminum grab handle. Each handle shall be mounted diagonally

on the interior door trim panels. Each handle shall be textured and feature a black powder coat finish and shall assist personnel entering and exiting the cab.

INTERIOR SOFT TRIM COLOR

The cab interior soft trim surfaces shall be gray in color.

INTERIOR TRIM SUNVISOR

The header shall include two (2) sun visors, one each side forward of the driver and officer seating positions above the windshield. Each sun visor shall be constructed of Masonite and covered with padded vinyl trim.

INTERIOR FLOOR MAT COLOR

The cab interior floor mat shall be gray in color.

HEADER TRIM INTERIOR PAINT

The metal surfaces in the header area shall feature a medium gray spray on bedliner coating.

TRIM CENTER DASH INTERIOR PAINT

The entire center dash and any accessory pods attached to the dash shall feature a medium gray spray on bedliner coating.

TRIM LEFT HAND DASH INTERIOR PAINT

The left hand dash shall feature a medium gray spray on bedliner coating.

TRIM RIGHT HAND DASH INTERIOR PAINT

The right hand dash shall feature a medium gray spray on bedliner coating.

RIGHT HAND DASH ACCESSORIES INTERIOR PAINT

The right hand dash accessories shall be coated with black powder coat.

REAR WALL INTERIOR PAINT

The rear wall of the cab shall be trimmed with aluminum sheet metal which shall feature a medium gray spray on bedliner coating.

DASH PANEL GROUP

The main center dash area shall include three (3) aluminum removable panels located one (1) to the right of the driver position, one (1) in the center of the dash and one (1) to the left of the officer position. The panels shall be coated with a black texture finish. The center panel shall be within comfortable reach of both the driver and officer.

SWITCHES CENTER PANEL

The center dash panel shall include two (2) rocker switch positions in the panel.

A rocker switch with a blank legend installed directly above shall be provided for any position without a switch and legend designated by a specific option. The non-specified switches shall be two-position, black switches with a green indicator light. Each blank switch legend can be custom engraved by the body manufacturer. All switch legends shall have backlighting provided.

SWITCHES LEFT PANEL

The left dash panel shall include one (1) windshield wiper/washer control switch located in the left hand side of the panel and one (1) rocker switch located in the left hand side of the panel.

A rocker switch with a blank legend installed directly above shall be provided for this position if not designated by a specific option. The non-designated switch shall be a two-position, black switch with a green indicator light. The blank switch legend can be custom engraved by the body manufacturer. The switch legend shall have backlighting provided.

SWITCHES RIGHT PANEL

The right dash panel shall include two (2) rocker switch positions in the upper left hand portion of the panel.

A rocker switch with a blank legend installed directly above shall be provided for any position without a switch and legend designated by a specific option. The non-specified switches shall be two-position, black switches with a green indicator light. Each blank switch legend can be custom engraved by the body manufacturer. All switch legends shall have backlighting provided.

SEAT BELT WARNING

A seat belt warning system, integrated with the Vehicle Data Recorder system, shall be installed for each seat within the cab. The system shall provide a visual warning indicator in the vehicle display and control screen(s).

The warning system shall activate when any seat is occupied with a minimum of 60 pounds, the corresponding seat belt remains unfastened, and the park brake is released. The warning system shall also activate when any seat is occupied, the corresponding seat belt was fastened in an incorrect sequence, and the park brake is released. Once activated, the visual indicators and applicable audible alarm shall remain active until all occupied seats have the seat belts fastened.

SEAT MATERIAL

The Bostrom Firefighter seats shall include a covering of extra high strength, wear resistant fabric made of durable low seam Durawear Plus™ ballistic polyester. A PVC coating shall be bonded to the back side of the material to help protect the seats from UV rays and from being saturated or contaminated by fluids. Durawear Plus™ meets or exceeds specification

of the common trade name Imperial 1800. The material meets FMVSS 302 flammability requirements.

If applicable, Theatre style seats located in the cab shall be high strength, wear resistant fabric made of durable ballistic polyester. A PVC coating shall be bonded to the back side of the material to help protect the seats from UV rays and from being saturated or contaminated by fluids. Common trade names for this material are Imperial 1200 and Durawear.

SEAT COLOR

All seats supplied with the chassis shall be gray in color. All seats shall include red seat belts.

SEAT BACK LOGO

The seat back shall include the "Fayetteville " logo. The logo shall be centered on the standard headrest of the seat back and on the left side of a split headrest.

SEAT DRIVER

The driver's seat shall be an H.O. Bostrom 500 Series Firefighter Sierra model seat with air suspension. The four-way seat shall feature a 3.00 inches vertical travel air suspension and manual fore and aft adjustment with 5.00 inches of travel. The suspension control shall be located on the seat below the left front corner of the bottom cushion. The seat shall also feature integral springs to isolate shock.

The seat shall feature an all belts to seat (ABTS) style of safety restraint. The ABTS feature shall include a three-point shoulder harness with the lap belt and automatic retractor as an integral part of the seat assembly. The buckle portion of the seat belt shall extend from the seat base towards the driver position within easy reach of the occupant. The ABTS feature shall also include the RiteHite™ shoulder adjustment feature to provide enhanced comfort and safety by allowing customized seat belt fit.

This model of seat shall have successfully completed the static load tests set forth by FMVSS 207/210. This testing shall include a simultaneous forward load of 3000 pounds each on the lap and shoulder belts and twenty (20) times the weight through the center of gravity. This model of seat installed in the cab model, as specified, shall have successfully completed the dynamic sled testing using FMVSS 208 as a guide with the following accommodations. In order to reflect the larger size outfitted firefighters, the test dummy used shall be a 95th percentile hybrid III male weighing 225 pounds rather than the 50th percentile male dummy weighing 165 pounds as referenced in FMVSS 208.

The materials used in construction of the seat shall also have successfully completed testing with regard to the flammability of materials used in the occupant compartments of motor vehicles as outlined in FMVSS 302, of which dictates the allowable burning rate of materials in the occupant compartments of motor vehicles.

SEAT BACK DRIVER

The driver's seat shall include a standard seat back incorporating the all belts to seat feature (ABTS) as described above. The seat back shall recline up to 19-degrees.

SEAT MOUNTING DRIVER

The driver's seat shall be installed in an ergonomic position in relation to the cab dash.

OCCUPANT PROTECTION DRIVER

The driver's position shall be equipped with the IMMI 4Front and RollTek™ Systems which shall secure belted occupants and increase the survivable space within the cab. The 4Front and RollTek™ Systems shall selectively deploy integrated systems to protect against injuries in qualifying frontal impact, and rollover events.

The Driver's seating area protection shall include:

- Drivers airbag **DAB** - inflates a steering wheel airbag to protect the head and neck of the driver.

- Driver’s knee airbag **DKAB** - inflating knee bolster airbags to protect the knees.

- Integrated roll sensor **IRS** - detects an imminent rollover, activates protective devices and records crash events.

- Integrated belt pretension **ICP -** device for air ride seats tightens the seat belt, securing driver in seat and positions driver for contact with seat integrated head cushion side roll airbag.

- Seat pull-down system **S4S -** device for air seats locks seat to lowest position, increases survivable space.

Inflatable Head Cushion seat integrated Side Roll Airbag **SRA** - protects driver's head/neck and shields driver from dangerous surfaces.

SEAT OFFICER

The officer's seat shall be an H.O. Bostrom 500 Series Sierra model seat. The seat shall feature two-way manual adjustment and shall include a tapered and padded seat cushion. The seat shall also feature integral springs to isolate shock.

The seat shall feature an all belts to seat (ABTS) style of safety restraint. The ABTS feature shall include a three-point shoulder harness with the lap belt, automatic retractor and buckle as an integral part of the seat assembly. The ABTS feature shall also include the RiteHite™ shoulder adjustment feature to provide enhanced comfort and safety by allowing customized seat belt fit.

The minimum vertical dimension from the seat H-point to the ceiling for this belted seating position shall be 35.00.

This model of seat shall have successfully completed the static load tests by FMVSS 207, 209, 210 and 302 in effect at the time of manufacture. This testing shall include a simultaneous forward load of 3000 pounds each on the lap and shoulder belts and twenty (20) times the weight through the center of gravity. The model of seats shall also have successfully completed the flammability of materials used in the occupant compartments of motor vehicles as outlined in FMVSS 302, of which decides the burning rate of materials in the occupant compartments of motor vehicles.

SEAT BACK OFFICER

The officer's seat shall feature the SecureAll+™ self-contained breathing apparatus (SCBA) locking system, designed as a single-bracket model compatible with most U.S. and international SCBA brands and sizes. The bracket shall allow tool-free adjustments to accommodate various cylinder diameters and lengths.

To modify the fit for different cylinder sizes, a simple lever mechanism shall enable vertical movement of the top clamp, eliminating the need for tools. The system shall be free of straps and clamps that might interfere with auxiliary SCBA equipment. Instead, the top clamp shall securely guide the SCBA tank into position within the seat back cavity.

The SCBA unit shall lock into place by pressing it against the pivot arm, activating the auto-locking mechanism. Once engaged, the top clamp shall provide a secure fit in all directions.

The SecureAll+™ system shall include a quick-release handle integrated into the seat cushion for easy access, along with a manual release located on the left side of the SCBA bracket. The locking mechanism shall eliminate the need for straps or pull cords, preventing interference with SCBA equipment.

Additionally, the seat back shall feature a removable padded cover over the SCBA cavity for enhanced comfort and protection.

SEAT MOUNTING OFFICER

The officer's seat shall offer a special mounting position which is 2.00 inches rearward of the standard location offering increased leg room for the occupant.

OCCUPANT PROTECTION OFFICER

The officer's position shall be equipped with the IMMI 4Front and RollTek™ Systems which shall secure belted occupants and increase the survivable space within the cab. The 4Front and RollTek™ Systems shall selectively deploy integrated systems to protect against injuries in qualifying frontal impact, and rollover events.

The Officer's seating area protection shall include:

- Officer's knee airbag **OKAB** - inflating knee bolster airbags to protect the knees.

- Integrated roll sensor **IRS** - detects an imminent rollover, activates protective devices and records crash events.

- Integrated belt pretension **IBP -** device for mechanical and/or electrical seats tightens the seat belt, securing officer in seat and positioning officer for contact with seat integrated head cushion side roll airbag.

- Inflatable head cushion seat integrated side roll airbag **SRA** - protects officer's head/neck and shields officer from dangerous surfaces.

SEAT BELT ORIENTATION CREW

The crew position seat belts shall follow the standard orientation which extends from the outboard shoulder extending to the inboard hip.

SEAT FORWARD FACING OUTER LOCATION

The crew area shall include two (2) forward facing outboard seats, which include one (1) located next to the outer wall of the cab on the left side of the cab and one (1) located next to the outer wall on the right side of the cab.

The primary position designation per NFPA 1900 2024 edition, shall only declare the positioning in the cab offers a minimum width of 27.60 inches of shoulder clearance without overlap of any other primary seating position and a minimum of 10.80 inches each side of seat center line. Clear width may be offset from center of seat cushion by up to 3.00 inches. It shall also offer a minimum of 22.00 inches of shoulder width clearance without any overlap of any position.

SEAT CREW FORWARD FACING OUTER

The crew area shall include a seat in the forward facing outer position which shall be a H.O. Bostrom 500 Series Firefighter model seat. The seat shall feature a tapered and padded seat back and cushion.

The seat shall feature an all belts to seat (ABTS) style of safety restraint. The ABTS feature shall include a three-point shoulder harness with the lap belt and automatic retractor as an integral part of the seat assembly. The buckle portion of the seat belt shall extend from the seat base towards the driver position within easy reach of the occupant. The ABTS feature shall also include the RiteHite™ shoulder adjustment feature to provide enhanced comfort and safety by allowing customized seat belt fit.

The minimum vertical dimension from the seat H-point to the ceiling for each belted seating position shall be 35.00 inches.

This model of seat shall have successfully completed the static load tests by FMVSS 207/210. This testing shall include a simultaneous forward load of 3000 pounds each on the lap and shoulder belts and twenty (20) times the weight through the center of gravity. This model of seat installed in the cab model, as specified, shall have successfully completed the dynamic sled testing using FMVSS 208 as a guide with the following accommodations. In order to reflect the larger size outfitted firefighters, the test dummy used shall be a 95th percentile hybrid III male weighing 225 pounds rather than the 50th percentile male dummy weighing 165 pounds as referenced in FMVSS 208. The model of seats shall also have successfully completed the flammability of materials used in the occupant compartments of motor vehicles as outlined in FMVSS 302, of which decides the burning rate of materials in the occupant compartments of motor vehicles.

SEAT BACK FORWARD FACING OUTER

Each forward-facing outboard seat position shall feature the SecureAll+™ self-contained breathing apparatus (SCBA) locking system, designed as a single-bracket model compatible with most U.S. and international SCBA brands and sizes. The bracket shall allow tool-free adjustments to accommodate various cylinder diameters and lengths.

To modify the fit for different cylinder sizes, a simple lever mechanism shall enable vertical movement of the top clamp, eliminating the need for tools. The system shall be free of straps and clamps that might interfere with auxiliary SCBA equipment. Instead, the top clamp shall securely guide the SCBA tank into position within the seat back cavity.

The SCBA unit shall lock into place by pressing it against the pivot arm, activating the auto-locking mechanism. Once engaged, the top clamp shall provide a secure fit in all directions.

The SecureAll+™ system shall include a quick-release handle integrated into the seat cushion for easy access, along with a manual release located on the left side of the SCBA bracket. The locking mechanism shall eliminate the need for straps or pull cords, preventing interference with SCBA equipment.

Additionally, the seat back shall feature a removable padded cover over the SCBA cavity for enhanced comfort and protection.

SEAT MOUNTING FORWARD FACING OUTER

The forward facing outer seat shall be mounted inboard from the side wall for additional clearance facing the front of the cab.

OCCUPANT PROTECTION FFO

The forward facing outer seat positions shall be equipped with the RollTek™ rollover occupant protection system which shall secure occupants, increase the survivable space within the cab and protect against head/neck injuries in the event of a roll over accident.

The system shall function using a microprocessor-controlled, solid-state sensing device which, when the system detects a side roll shall provide instantaneous occupant

protection (less than 0.3 seconds from trigger to total deployment) by automatically initiating the following sequence:

1. The seat belt shall tighten around the occupant.

System Components Shall Include:

Integrated Roll Sensor **IRS** - detects an imminent rollover, activates protective devices and records crash events.

Integrated Belt Pretension **IBP** with flip-up (non theatre) and fixed mechanical seats - tightens the seat belt around occupant, securing occupant in seat.

Integrated Gas Pretension **IGP** with flip-up theatre style seats - tightens the seat belt around occupant, securing occupant in seat.

SEAT FORWARD FACING CENTER LOCATION

The crew area shall include one (1) forward facing center crew seat located directly behind the engine tunnel in the center of the cab.

SEAT CREW FORWARD FACING CENTER

The forward facing center seat shall be a H.O. Bostrom 500 Series Firefighter model seat. The seat shall feature a tapered and padded seat, and cushion. The seat shall be mounted in a fixed position.

The seat shall feature an all belts to seat (ABTS) style of safety restraint. The ABTS feature shall include a three-point shoulder harness with the lap belt and automatic retractor as an integral part of the seat assembly. The buckle portion of the seat belt shall extend from the seat base towards the driver position within easy reach of the occupant. The ABTS feature shall also include the RiteHite™ shoulder adjustment feature to provide enhanced comfort and safety by allowing customized seat belt fit.

The minimum vertical dimension from the seat H-point to the ceiling for each belted seating position shall be 35.00 inches.

This model of seat shall have successfully completed the static load tests by FMVSS 207/210. This testing shall include a simultaneous forward load of 3000 pounds each on the lap and shoulder belts and twenty (20) times the weight through the center of gravity. This model of seat installed in the cab model, as specified, shall have successfully completed the dynamic sled testing using FMVSS 208 as a guide with the following accommodations. In order to reflect the larger size outfitted firefighters, the test dummy used shall be a 95th percentile hybrid III male weighing 225 pounds rather than the 50th percentile male dummy weighing 165 pounds as referenced in FMVSS 208. The model of seats shall also have successfully completed the flammability of materials used in the occupant compartments of motor vehicles as outlined in FMVSS 302, of which decides the burning rate of materials in the occupant compartments of motor vehicles.

SEAT BACK FORWARD FACING CENTER

Each forward-facing center seat position shall feature the SecureAll+™ self-contained breathing apparatus (SCBA) locking system, designed as a single-bracket model compatible with most U.S. and international SCBA brands and sizes. The bracket shall allow tool-free adjustments to accommodate various cylinder diameters and lengths.

To modify the fit for different cylinder sizes, a simple lever mechanism shall enable vertical movement of the top clamp, eliminating the need for tools. The system shall be free of straps and clamps that might interfere with auxiliary SCBA equipment. Instead, the top clamp shall securely guide the SCBA tank into position within the seat back cavity.

The SCBA unit shall lock into place by pressing it against the pivot arm, activating the auto-locking mechanism. Once engaged, the top clamp shall provide a secure fit in all directions.

The SecureAll+™ system shall include a quick-release handle integrated into the seat cushion for easy access, along with a manual release located on the left side of the SCBA bracket. The locking mechanism shall eliminate the need for straps or pull cords, preventing interference with SCBA equipment.

Additionally, the seat back shall feature a removable padded cover over the SCBA cavity for enhanced comfort and protection.

OCCUPANT PROTECTION FFC

The forward facing center seat positions shall be equipped with the RollTek™ rollover occupant protection system which shall secure occupants, increase the survivable space within the cab and protect against head/neck injuries in the event of a rollover accident.

The system shall function using a microprocessor-controlled, solid-state sensing device which, when the system detects a side roll shall provide instantaneous occupant protection (less than 0.3 seconds from trigger to total deployment) by automatically initiating the following sequence:

1. The seat belt shall tighten around the occupant.

System Components Shall Include:

Integrated Roll Sensor **IRS** - detects an imminent rollover, activates protective devices and records crash events.

Integrated Belt Pretension **IBP** with flip-up (non theatre) and fixed mechanical seats - tightens the seat belt around occupant, securing occupant in seat.

Integrated Gas Pretension **IGP** with flip-up theatre style seats - tightens the seat belt around occupant, securing occupant in seat.

SEAT FRAME FORWARD FACING

The forward facing center seating positions shall include an enclosed style seat frame located and installed at the rear wall. The seat frame shall measure 62.38 inches wide X

12.38 inches high X 22.00 inches deep. The seat frame shall be constructed of Marine Grade 5052-H32 0.19 inch thick aluminum plate. The seat box shall be painted with the same color as the remaining interior.

SEAT FRAME FORWARD FACING STORAGE ACCESS

There shall be two (2) access points to the seat frame storage area, one (1) on each side of the seat frame. Each access point shall be covered by a hinged door which measures 15.00 inches in width X 10.63 inches in height with an opening that measures 13.75 inches wide X 10.00 inches high.

SEAT MOUNTING FORWARD FACING CENTER

The forward facing center seats shall be installed facing the front of the cab.

CAB FRONT UNDERSEAT STORAGE ACCESS DOOR

The right under seat storage area shall have a solid aluminum hinged door with non-locking latch.

SEAT COMPARTMENT DOOR FINISH

All underseat storage compartment access doors shall feature a medium gray spray on bedliner coating.

WINDSHIELD WIPER SYSTEM

The cab shall include a triple arm linkage wiper system which shall clear the windshield of water, ice and debris. There shall be two (2) windshield wipers; each shall be affixed to a radial arm. The wiper motor shall be activated by an intermittent wiper control located within easy reach of the driver's position.

ELECTRONIC WINDSHIELD FLUID LEVEL INDICATOR

The windshield washer fluid level shall be monitored electronically. When the washer fluid level becomes low the yellow “Check Message Center” indicator light on the instrument panel shall illuminate and the message center in the dual air pressure gauge shall display a “Check Washer Fluid Level” message.

CAB DOOR HARDWARE

The cab entry doors shall be equipped with exterior pull handles, suitable for use while wearing firefighter gloves. The handles shall be made of a fiber reinforced plastic composite with a black matt finish.

The interior exit door handles shall be flush paddle type with a black finish, which are incorporated into the upper door panel.

All cab entry doors shall include locks which are keyed alike. The door locks shall be designed to prevent accidental lockout.

The exterior pull handles shall include a scuff plate behind the handle constructed of polished stainless steel to help protect the cab finish.

DOOR LOCKS

Each cab entry door shall include a manually operated door lock. Each door lock may be actuated from the inside of the cab by means of a red knob located on the paddle handle of the respective door or by using a TriMark key from the exterior. The door locks are designed to prevent accidental lock out.

GRAB HANDLES

The cab shall include one (1) 18.00 inch three-piece knurled aluminum anti-slip exterior grab handle behind each cab door. The Hansen Anti-Slip Rails shall be mounted in bright anodized aluminum 4000 Series II stanchions, complete with weep holes to prevent the buildup of moisture.

The grab rails shall include red reflective tape.

GRAB HANDLES ACCESSORY

Each assist handle shall include a stainless-steel plate which saves the cab from scuffs through continued use of the handle.

LIGHTED GRAB HANDLES

The grab rails shall include a 12 volt, 17.00 inch long red LED light to provide an increased margin of safety for night time cab entry and egress.

AUXILIARY GRAB HANDLE

There shall be two (2) 7.00 inch molded stainless steel grab handles with a bright finish attached to the front fascia of the cab one (1) each side above the headlights.

REARVIEW MIRRORS

The cab exterior shall include Ramco bus style mirrors, one (1) mounted on the drivers' door and one (1) mounted on the right front cab corner radius below the windshield.

The left side mirror shall be model CRM-310-1750-TPCHR. The mirror head shall be injection molded chrome plated ABS plastic that measures 9.50 inches wide X 17.50 inches high and is mounted with a polished die-cast aluminum arm.

The right side mirror shall be model CRM-310-1752-A10-TPCHR. The mirror head shall be injection molded chrome plated ABS plastic that measures 9.50 inches wide X 17.50 inches high and is mounted with a 19.00 inch long polished cast aluminum arm.

Both the flat and convex mirrors shall be heated and remote controlled. The mirror control switches shall be located within easy reach of the driver. The mirrors shall be

manufactured using the finest quality non-glare glass and shall feature a rigid mounting thereby reducing vibration. The mirrors shall be corrosion free under all weather conditions.

REARVIEW MIRROR HEAT SWITCH

The heat for the rearview mirrors shall be controlled through a virtual button on the vehicle display and control screen.

CAB FENDER

Full width wheel well liners shall be installed on the extruded cab to limit road splash and enable easier cleaning. Fender shall consist of an inner liner 16.00 inches wide made of ABS composite and an outer fenderette 3.50 inches wide made of SAE 304 polished stainless steel.

MUD FLAPS FRONT

The front wheel wells shall have mud flaps installed on them.

CAB EXTERIOR FRONT & SIDE EMBLEMS

The cab shall include three (3) Spartan emblems. There shall be one (1) installed on the front air intake grille and one (1) emblem on each of the cab sides.

CAB EXTERIOR MODEL NAMEPLATE

The cab shall include “Gladiator” nameplates on the front driver and officer side doors.

IGNITION

A master battery system with a keyless start ignition system shall be provided. There shall be a three-position rocker switch with off, battery, and ignition positions as well as a stainless-steel etched engine start push-button. The engine start button shall include an

illuminated LED halo ring. Both switches shall be mounted to the left of the steering wheel on the dash.

The engine start switch shall only operate when the master battery and ignition switch is in the “ignition” position.

BATTERY

The single start electrical system shall include five (5) Harris BCI 31 925 CCA batteries with a 210 minute reserve capacity and 4/0 welding type dual path starter cables per SAE J541.

BATTERY TRAY

The batteries shall be installed within two (2) stainless steel battery trays located on the left side and right side of the chassis, securely bolted to the frame rails. The battery trays shall feature a black spray on bedliner coating.

The battery trays shall include drain holes in the bottom for sufficient drainage of water. A durable, non-conducting, interlocking mat made by Dri-Dek shall be installed in the bottom of the trays to allow for air flow and help prevent moisture build up.

BATTERY BOX COVER

Each battery box shall include a cover which protects the top of the batteries. The covers shall be constructed of a composite material which is resistant to corrosion.

BATTERY CABLE

The starting system shall include cables which shall be protected by 275 degree F. minimum high temperature flame retardant loom, sealed at the ends with heat shrink and sealant.

BATTERY JUMPER STUD

The starting system shall include battery jumper studs. These studs shall be located in the forward most portion of the driver's side lower step, 8.00 inches apart. The studs shall allow the vehicle to be jump started, charged, or the cab to be raised in an emergency in the event of battery failure.

ALTERNATOR

The charging system shall include a 430 amp Delco Remy 55SI 12 volt alternator. The alternator shall include a self-exciting integral regulator.

STARTER MOTOR

The single start electrical system shall include a Delco brand starter motor.

BATTERY CONDITIONER

A Kussmaul Auto Charge Chief 4012 battery conditioner shall be supplied. The battery conditioner shall provide a circuit protected 40-amp output for the chassis batteries and a 20-amp output circuit for accessory loads. The conditioner shall also include a battery temperature sensor.

BATTERY CONDITIONER LOCATION

The battery conditioner shall be mounted in the cab in the left-hand rear facing outer seating position.

BATTERY CONDITIONER DISPLAY

A Kussmaul battery conditioner display with a Digital Status Center shall be integrated into the electrical inlet.

BATTERY CONDITIONER DISPLAY LOCATION

The battery conditioner display shall be integrated into the electrical inlet and located via the electrical inlet location 5209 subcategory.

ELECTRICAL INLET LOCATION

An electrical inlet shall be installed on the left hand side of the cab ahead of the front door rear of the bumper.

ELECTRICAL INLET

A Kussmaul 20 amp super auto-eject electrical receptacle shall be supplied. It shall automatically eject the plug when the starter button is depressed.

A single item or an addition of multiple items must not exceed the rating of the electric inlet that it's connected to.

Amp Draw Reference List:

Kussmaul 40 LPC Charger - 5 Amps

Kussmaul Chief 4012 Charger – 5.7 Amps

Kussmaul 80 LPC Charger - 13 Amps

Kussmaul Chief 6012 Charger - 9 Amps

Blue Sea P12 7532 - 7.5 Amps

Iota DLS-45/IQ4 - 11 Amps

1000W Engine Heater - 8.33 Amps

1500W Engine Heater - 12.5 Amps

120V Air Compressor - 4.2 Amps

120V Dometic HVAC - 15 Amps

ELECTRICAL INLET CONNECTION

The electrical inlet shall be connected to the battery conditioner.

ELECTRICAL INLET COLOR

The electrical inlet connection shall include a red cover.

HEADLIGHTS

The cab front shall include two (2) FireTech rectangular LED headlamps with high/low beam in the same housing and two (2) separate FireTech LED high beam only headlamps mounted in bright chrome bezels.

HEADLIGHT LOCATION

The headlights shall be located on the front fascia of the cab directly below the front warning lights.

FRONT TURN SIGNALS

The front fascia shall include two (2) Whelen model M6 4.00 inch X 6.00 inch amber LED turn signals which shall be installed in a chrome radius mount housing above and outboard of the front warning and head lamps.

SIDE TURN/MARKER LIGHTS

The sides of the cab shall include two (2) Tecniq S170 LED side marker lights which shall be provided just behind the front cab radius corners. The lights shall be amber with chrome bezels.

MARKER AND ICC LIGHTS

In accordance with FMVSS, there shall be five (5) Tecniq S170 LED cab marker lamps designating identification, center and clearance provided. These lights shall be installed on the face of the cab within full view of other vehicles from ground level. The lights shall be amber with chrome bezels.

HEADLIGHT AND MARKER LIGHT ACTIVATION

The headlights and marker lights shall be controlled via a virtual button on the vehicle display and control screen. There shall be a virtual dimmer control on the vehicle display and control screen to adjust the brightness of the dash lights. The headlamps and markers lamps shall illuminate to 100% brilliance when the ignition switch is in the "On" position. The headlamps shall be equipped with an LED halo parking light around the perimeter of each lamp that shall activate with marker lights “on”.

INTERIOR OVERHEAD LIGHTS

The cab shall include a LED dome lamp located over each door. The lights shall include push switches on each lamp to activate both the clear and red portions of the light individually.

INTERIOR OVERHEAD LIGHTS ACTIVATION

The clear portion of each lamp shall be activated by opening the respective door and via the multiplex display.

LIGHTBAR PROVISION

There shall be one (1) light bar installed on the cab roof. The light bar shall be provided and installed by the chassis manufacturer. The light bar installation shall include a lowered mounting that shall place the light bar just above the junction box and wiring to a control switch on the cab dash.

CAB FRONT LIGHTBAR MODEL

The cab shall be provided with one (1) Whelen model F4N72 light bar. The light bar shall be 72.00 inches in length and feature eighteen (18) customizable pods.

See the light bar layout for specific details.

If applicable, clear lights shall be disabled with park brake engaged.

LIGHTBAR SWITCH

The light bar shall be controlled by a virtual button on the vehicle display and control screen. This button shall be clearly labeled for identification.

FRONT SCENE LIGHTS

The front of the cab shall include two (2) HiViz model Firetech FT-BG2S-R-R3-72-ML-Wscene lights installed on the brow of the cab.

72” 12vdc Brow mounted light bar shall incorporate forward facing marker/clearance lights, scene lighting & emergency lighting (RED)

FRONT SCENE LIGHT LOCATION

There shall be two (2) scene lights mounted to the front brow of the cab inboard of the outer front marker lights.

FRONT SCENE LIGHTS ACTIVATION

The front scene lighting shall be activated by a virtual button on the vehicle display and control screen.

SIDE SCENE LIGHTS

The cab shall include two (2) HiViz model Firetech FT-BG2-R-R3-26-B scene lights installed one (1) on each side of the cab.

Each lamp head shall operate on 12 volt DC and incorporate a 36 LED optic that combines both spot and flood lighting. Each lamp head shall draw 14 amps, generate 19,008 total lumens, and measure approximately 3.75 inches in height X 20.60 inches in width. The lamp heads and brackets shall be powder coated black.

SIDE SCENE LIGHT LOCATION

The scene lighting located on the driver and officer sides of the cab shall be mounted on the upper side radius of the cab centered above the mid crew area.

SIDE SCENE ACTIVATION

The scene lights shall be activated by two (2) virtual buttons on the vehicle display and control screen(s), one (1) for each light.

GROUND LIGHTS

Each door shall include a Tecniq T44 LED ground light mounted to the underside of the cab step below each door. The lights shall include a polycarbonate lens, a housing which is vibration welded and LEDs which shall be shock mounted for extended life.

GROUND LIGHTS

The ground lighting shall be activated when the parking brake is set, by the opening of the door on the respective cab side, through a virtual button on the vehicle display and control screen, and by the respective side turn signal.

UNDER BUMPER LIGHTS

There shall be two (2) 4.00 inch round LED ground lights mounted under the bumper. The lights shall include a polycarbonate lens, a housing which is vibration welded, and LEDs

which shall be shock mounted for extended life. The under bumper ground lighting shall be interlocked with the park brake.

LOWER CAB STEP LIGHTS

The middle step located at each door shall include a Tecniq T44 LED light which shall activate with the opening of the respective door. The lights shall include a polycarbonate lens, a housing which is vibration welded and LEDs which shall be shock mounted for extended life.

INTERMEDIATE STEP LIGHTS

The intermediate step well area at the front doors shall include a TecNiq D06 LED light within a chrome housing. The front egress step lights shall provide visibility to the step well area for the first step exiting the vehicle. The Egress step lights shall activate with entry step lighting.

ENGINE COMPARTMENT LIGHT

There shall be a LED NFPA compliant light mounted under the engine tunnel for area work lighting on the engine. The light shall activate automatically when the cab is tilted.

DO NOT MOVE APPARATUS LIGHT

The front headliner of the cab shall include a flashing red TecNiq K50 LED light clearly labeled "Do Not Move Apparatus". In addition to the flashing red light, an audible alarm shall be included which shall sound while the light is activated.

The flashing red light shall be located centered left to right for greatest visibility.

The light and alarm shall be interlocked for activation when either a cab door is not firmly closed, or an apparatus compartment door is not closed, and the parking brake is released.

MASTER WARNING SWITCH

A master switch shall be included, as a virtual button on the display and control screen which shall be labeled “E Master” for identification. The button shall feature control over all devices wired through it. Any warning device switches left in the “ON” position when the master switch is activated shall automatically power up.

HEADLIGHT FLASHER

An alternating high beam headlight flashing system shall be installed into the high beam headlight circuit which shall allow the high beams to flash alternately from left to right.

Deliberate operator selection of high beams will override the flashing function until low beams are again selected. Per NFPA, these clear flashing lights will also be disabled “On Scene” when the park brake is applied.

HEADLIGHT FLASHER SWITCH

The flashing headlights shall be activated through a virtual button on the Vista display and control screen.

INBOARD FRONT WARNING LIGHTS

The cab front fascia shall include two (2) Whelen M6 Super LED front warning lights in the left and right inboard positions. The lights shall feature multiple flash patterns including steady burn for solid colors and multiple flash patterns for split colors. The lights shall be mounted to the front fascia of the cab within a chrome bezel

INBOARD FRONT WARNING LIGHTS COLOR

The warning lights mounted on the cab front fascia in the inboard positions shall be red with a clear lens.

OUTBOARD FRONT WARNING LIGHTS

The cab front fascia shall include two (2) Whelen M6 Super LED front warning lights in the left and right outboard positions. The lights shall feature multiple flash patterns including steady burn for solid colors and multiple flash patterns for split colors. The lights shall be mounted to the front fascia of the cab within a chrome bezel.

OUTBOARD FRONT WARNING LIGHTS COLOR

The warning lights mounted on the cab front fascia in the outboard position shall be red with a clear lens.

FRONT WARNING SWITCH

The front warning lights shall be controlled through a virtual control on the vehicle display and control screen. This switch shall be clearly labeled for identification.

INTERSECTION WARNING LIGHTS

The chassis shall include two (2) Whelen M6 series Super LED intersection warning lights, one (1) each side. The lights shall feature multiple flash patterns including steady burn.

INTERSECTION WARNING LIGHTS COLOR

The intersection lights shall be red with a clear lens.

INTERSECTION WARNING LIGHTS LOCATION

The intersection lights shall be recess mounted into the side face of the bumper.

AUXILIARY INTERSECTION WARNING LIGHTS

The chassis shall include two (2) Whelen M6 series Super LED auxiliary intersection warning lights, one (1) each side. The lights shall feature multiple flash patterns including steady burn.

AUXILIARY INTERSECTION WARNING LIGHTS COLOR

The auxiliary intersection warning lights shall be red with clear lens.

AUXILIARY INTERSECTION WARNING LIGHTS LOCATION

The auxiliary intersection warning lights shall be recessed in the steel channel bumper's angled front right and left corners.

SIDE WARNING LIGHTS

The cab sides shall include two (2) Whelen M6 Super LED warning lights, one (1) on each side. The lights shall feature multiple flash patterns including steady burn for solid colors and multiple flash patterns for split colors. The lights shall be mounted to the sides of the cab within a chrome bezel.

SIDE WARNING LIGHTS COLOR

The warning lights located on the side of the cab shall be red with clear lens.

SIDE WARNING LIGHTS LOCATION

The warning lights on the side of the cab shall be mounted over the front wheel well directly over the center of the front axle.

SIDE AND INTERSECTION WARNING SWITCH

The side warning lights shall be controlled through a virtual button on the vehicle display and control screen. This button shall be clearly labeled for identification.

TANK LEVEL LIGHTS

There shall be two (2) FRC MaxVision surface mount water level light strips.

The light strips shall feature four (4) colors of LED lights to indicate the fluid level of a tank. The colors from top to bottom shall be green, blue, amber, and red.

TANK LEVEL LIGHTS ACTIVATION

The tank level lights shall be pre-wired and coiled at rear of the cab for connection to the apparatus by the body builder.

TANK LEVEL LIGHTS LOCATION

There shall be water level lights mounted on each side of the cab, centered between the rear cab doors and the rear corners of the cab.

INTERIOR DOOR OPEN WARNING LIGHTS

The interior of each door shall include one (1) 15.87 inch long X 0.73 inch tall amber Weldon LED warning light. The light shall be located on the upper portion of the door frame to be visible when a person is standing in front of the door while entering or exiting the cab. Each light shall activate with a scrolling directional flash pattern which moves from inside to outside when the door is in the open position. This shall serve as a warning to oncoming traffic.

SIREN CONTROL HEAD

A Federal PA4000-200 electronic siren control head shall be provided and flush mounted in the switch panel with a location specific to the customer's needs. The siren shall feature 200-watt output, wail, radio broadcast, public address, yelp, priority tones and a noise cancelling microphone.

STEERING WHEEL HORN BUTTON SELECTOR SWITCH

A virtual button on the Vista display and control screen shall be provided to allow control of either the electric horn or the air horn from the steering wheel horn button.

AUDIBLE WARNING LH FOOT SWITCH

A foot switch wired to actuate the mechanical siren(s) shall be supplied for installation in the front section of the cab for driver actuation.

MECHANICAL SIREN FOOT SWITCH LH

The mechanical siren foot switch shall be a Linemaster model 491-S.

MECHANICAL SIREN FOOT SWITCH LH LOCATION

The mechanical siren foot switch shall be located on the left hand side accessible to the driver between the steering column and the door.

MECHANICAL SIREN FOOT SWITCH LH POSITION

The mechanical siren foot switch shall be positioned outboard of any other foot switch, if applicable.

AUDIBLE WARNING LH FOOT SWITCH BRACKET

A 30.00 degree angled foot switch bracket, to accommodate a single foot switch, shall be installed outboard of the steering column for specified driver accessible foot switch activations.

AIR HORN AUXILIARY ACTIVATION

The air horn activation shall be accomplished by two (2) lanyard cables, one (1) on the left hand side accessible to the driver and one (1) on the right hand side accessible to the officer. An air horn activation circuit shall be provided to the chassis harness pump panel harness connector.

MECHANICAL SIREN BRAKE/AUXILIARY ACTIVATION

The mechanical siren shall be actuated by one (1) momentary rocker switch in the switch panel on the dash. Two (2) red momentary siren brake rocker switches shall be provided in the switch panel on the dash.

MECHANICAL SIREN INTERLOCK

The siren shall only be active when master warning switch is on to prevent accidental engagement.

BACK-UP ALARM

An ECCO model 575 backup alarm shall be installed at the rear of the chassis with an output level of 107 dB. The alarm shall automatically activate when the transmission is placed in reverse.

INSTRUMENTATION

An Innovative Controls Digital Instrument Cluster (DIC) shall be provided that combines gauges, telltales, warning messages, and advanced diagnostic capabilities into a single 12.8-inch digital display. The display screen shall have an anti-reflective coating and include touch screen and mechanical button user interaction with the display as well as video and audio interfaces.

The DIC shall include a vehicle odometer which displays the total vehicle distance traveled. The DIC shall also include two vehicle trip odometers (TRIP A and TRIP B) which indicate the distance traveled and average fuel economy for each respective trip. The operator may select which odometer is displayed and may reset either trip odometer through the on-screen display. The DIC shall include an engine hour meter which displays the total engine hours of operation.

The gauges shall have high-contrast white scales with orange pointers. The following gauges shall be included on the display:

- Speedometer that indicates vehicle speed. The scale on the speedometer shall read from 0 to 100 MPH. A numerical display of vehicle speed shall also be shown on the gauge.

- Tachometer that indicates engine speed. The scale of the tachometer shall read from 0 to 3000 RPM.
- Primary and secondary air pressure gauges shall indicate the pressure in the primary and secondary air systems. The scale of the air pressure gauges shall read from 0 to 160 pounds per square inch (PSI). The gauge icon and scale shall turn amber when the system pressure drops below 70 PSI. The icon and scale shall turn red when the system pressure drops below 62 PSI. An audible alarm shall also sound when air pressure is low.
- Fuel gauge. The fuel gauge shall read from empty to full as a fraction of full tank capacity. The gauge icon and scale shall turn amber when the fuel level is below 1/8th tank capacity (1/4th tank in pump mode). An audible alarm shall also sound with low fuel level.
- Diesel exhaust fluid (DEF) gauge. The DEF gauge shall read from empty to full as a fraction of full tank capacity. The gauge icon and scale shall turn amber, and an audible alarm shall sound to indicate low DEF level.
- Engine oil pressure gauge. The scale of the engine oil pressure gauge shall read from 0 to 100 PSI. The gauge icon and scale shall turn red, and an audible alarm shall sound to indicate low oil pressure.
- Engine coolant temperature gauge. The scale of the coolant temperature shall read from 100 to 250 degrees Fahrenheit (°F). The gauge icon and scale shall turn red, and an audible alarm shall sound to indicate high coolant temperature.
- Voltmeter indicating chassis system voltage. The scale of the voltmeter shall be from 10 to 18 volts. The gauge icon and scale shall turn red, and an audible alarm shall sound when the system voltage drops below 11.8 volts for more than 120 seconds in accordance with the requirements of NFPA 1901. The gauge icon and scale shall turn red, and an audible alarm shall sound when the system voltage rises above 15.5 volts for more than 5 seconds.
- Transmission temperature gauge. The scale of the transmission temperature shall read from 100 to 300 degrees Fahrenheit (°F). The gauge icon and scale shall turn amber, and an audible alarm shall sound to indicate high transmission temperature.

The DIC shall include thirty-six (36) colored telltales to indicate vehicle operating conditions. The DIC shall provide text-based warning messages to accompany all telltales. The DIC shall contain an audible alarm capable of providing different alert sounds based

on the type of warning. The audible alarm shall be capable of being heard from all seating positions in the cab. The operator shall be able to silence active alarms that are permitted to be silenced by applicable regulations. The DIC shall contain the following indicators and produce the following audible alarms when supplied in conjunction with applicable configurations:

RED TELLTALES

- Air Filter Restriction - indicates restriction of the engine air intake filter
- Air Pressure (Primary) – indicates critically low primary system air pressure
- Air Pressure (Secondary) – indicates critically low secondary system air pressure
- Cab Tilt Warning - indicates the cab tilt system locks are not engaged
- Coolant Temperature – indicates high engine coolant temperature
- Low Coolant - indicates critically low engine coolant
- Oil Pressure – indicates critically low engine oil pressure
- Park Brake - indicates parking brake is set
- Seat Belt - indicates a seat belt violation
- Stop Engine - indicates critical engine fault
- Voltage – indicates critically low or high system voltage

AMBER TELLTALES

- Supplemental Restraint System (SRS) – ISO Icon indicates an SRS fault
- Anti-Lock Brake System (ABS) - indicates anti-lock brake system fault
- Check Engine - indicates engine fault
- Check Transmission - indicates transmission fault

- Diesel Exhaust Fluid (DEF) level – indicates low DEF level
- Diesel Particulate Filter (DPF) - indicates restriction of the diesel particulate filter
- Electronic Stability Control (ESC) – indicates active electronic stability control system
- Fuel Level – indicates low fuel
- High Exhaust System Temperature (HEST) – indicates elevated exhaust temperature
- Malfunction Indicator Lamp (MIL) - indicates an engine emissions system fault
- Regen Inhibit - indicates regeneration of the DPF has been inhibited by the operator
- Transmission Temperature – indicates high transmission or transmission retarder temperature
- Transmission Range Inhibit - indicates a transmission operation is prevented and requested shift into gear may not occur
- Wait to Start - indicates active engine air preheat cycle
- Water in Fuel - indicates presence of water in fuel filter
- Windshield Washer Fluid – indicates low washer fluid

GREEN TELLTALES

- Automatic Traction Control (ATC) - indicates low wheel traction for automatic traction control equipped vehicles. Also indicates mud/snow mode is active for ATC system
- Auxiliary Brake - indicates secondary braking device is active
- Cruise Control - indicates cruise control is enabled
- High Idle - indicates engine high idle is active
- OK to Pump - indicates that conditions have been met for pump operations

- Left and Right Turn Signal – indicates active turn signal
- Pump Engaged - indicates the pump transmission is currently in pump gear

BLUE TELLTALES

- High Beam indicator

AUDIBLE ALARMS

- ABS System Fault
- Air Filter Restriction
- APS System Fault
- Cab Tilt Warning
- Check Engine
- Check Transmission
- Do Not Move Apparatus (open door/compartment)
- DPF Restriction
- High Coolant Temperature
- High or Low System Voltage
- High Transmission Temperature
- Idle Shutdown
- Low Air Pressure
- Low Coolant Level
- Low DEF Level
- Low Engine Oil Pressure
- Low Fuel
- Seatbelt Warning

- Stop Engine
- Turn Signal On
- Water in Fuel

The DIC shall allow the user to configure settings through an on-screen menu. The following settings shall be adjustable by the user:

- Distance/Speed Units – English (miles/MPH) or metric (kilometers/KPH)
- Temperature Units – degrees Fahrenheit (°F) or degrees Celsius (°C)
- Pressure Units – pounds per square inch (PSI) or kilopascals (kPA)
- Odometer/Trip odometer–chose which odometer is displayed and reset trip odometers
- Display Brightness – adjust brightness levels for both day and night settings
- Volume – adjust volume of display speaker
- Auxiliary Gauges – configure location of auxiliary gauges

The DIC shall include on-screen control of the diesel particulate filter (DPF). The DIC shall be capable of initiating and halting a manual DPF regeneration cycle. Also, the DIC shall be capable of inhibiting DPF regeneration when not desired by the operator.

The DIC shall be capable of displaying detailed diagnostic information. Diagnostic information screens shall only be accessible when the park brake is set to prevent unsafe operation of the vehicle. The following information shall be available through the on-screen menu:

- On-Board Diagnostics (OBD) faults – display of all active OBD faults, including the system reporting the fault, the suspect parameter number (SPN), and the failure mode identifier (FMI)
- Messages– display a list of all active warning messages and the status of alarms
- Vehicle Info – display of broadcast chassis information, including Vehicle Identification Number (VIN)

- Pump Interlocks – display pump interlocks status, engine speed, and transmission output speed
- Input/Output Diagnostics – display the state of all wired inputs and outputs to the DIC
- Symbol Legend – display a glossary of all symbols and icons used on the DIC
- J1939 Databus Info – display a list of all electronic control units (ECUs) communicating on the vehicle J1939 databus and display a list of all current message data on J1939

BACKLIGHTING COLOR

The digital dash instrumentation gauges shall display in white and the switch panel legends shall be backlit using red LED backlighting.

HOUR METER

An hour meter for the engine, pump, and PTO shall be included within the digital dash display which shall measure the number of hours the engine, driveline pump, and PTO has been operated. The hour meter shall be wired to the left-hand PTO.

RADIO

A Jensen brand heavy-duty radio with weather band, AM/FM stereo receiver and Bluetooth capabilities shall be installed in a customer specified location. Radio shall be the current, commercially available heavy-duty single-DIN automotive model at time of vehicle manufacturing date.

RADIO LOCATION

The radio shall be installed in the right hand overhead position above the officer.

AM/FM ANTENNA

A small antenna shall be located on the right hand side of the cab roof for AM/FM and weather band reception.

RADIO SPEAKERS

There shall be two (2) speakers installed in the front portion of the cab recessed overhead and two (2) speakers installed in the rear portion of the cab overhead. The speakers shall be provided for connection to the sound system.

CAMERA

An FRC branded inView 360-HD™ heavy duty 360° camera system powered by SEON shall be supplied. Three (3) HD cameras with box shaped housing shall be shipped loose for OEM installation in the body to afford the driver a clear view to the rear and sides of the vehicle and one (1) HD camera shall be mounted on the front of the cab, above the windshield.

The system shall provide a dual camera view. One (1) view shall be a stitched bird's eye 360.00 degrees view around the truck and one (1) shall be a direct feed from a single camera. This feed shall display the rear camera when the transmission is placed in reverse, the left or right camera with the activation of the respective side turn signal, or the front camera at all other times.

CAMERA DISPLAY

The camera system shall be wired to two (2) vehicle display and control screens located on the driver's and officer's side dash. The camera system display can be activated through the vehicle display and control screens.

COMMUNICATION ANTENNA

An antenna base, for use with an NMO type antenna, shall be mounted on the left hand front corner of the cab roof so not to interfere with light bars or other roof mounted equipment installed by chassis builder. The antenna base shall be an Antenex model MABVT8 made for either a 0.38 inch or 0.75 inch receiving hole in the antenna and shall

include 17 foot of RG58 A/U cable with no connector at the radio end of the cable. The antenna base design provides the most corrosion resistance and best power transfer available from a high temper all brass construction and gold plated contact design. The antenna base shall be chassis builder supplied.

COMMUNICATION ANTENNA CABLE ROUTING

The antenna cable shall be routed from the antenna base mounted on the roof to the area behind and underneath the right hand front seat.

AUXILIARY COMMUNICATION ANTENNA

An auxiliary antenna base, for use with and NMO type antenna, shall be installed on the cab. The antenna base shall be an Antenex model MABVT8 and shall include 17.00 foot of RG58 A/U cable with no connector at the radio end of the cable. The antenna shall be mounted on the right hand front corner of the cab roof so not to interfere with light bars or other roof mounted equipment installed by chassis builder. The antenna base shall be chassis builder supplied.

AUXILIARY COMMUNICATION ANTENNA CABLE ROUTING

The auxiliary antenna cable shall be routed from the antenna base mounted on the roof to the area behind and underneath the right hand front seat.

TWO-WAY RADIOS

There shall be one (1) cutout in the center switch panel for a customer installed Motorola APX4500 radio control head.

A 1.50 inch diameter radio wire conduit with a pull wire included shall be installed and routed from behind the dash to under the officer's seat for radio installation by the customer. The officer's under seat storage area shall include an access hole for the conduit cut into the rear face of the seat box as not to interfere with the officer seat mounting.

FIRE EXTINGUISHER

A 2.50 pound D.O.T approved fire extinguisher with BC rating shall be shipped loose with the cab.

DOOR KEYS

The cab and chassis shall include a total of four (4) door keys for the manual door locks.

CHASSIS OPERATION MANUAL

There shall be two (2) digital copies of the chassis operation manual provided with the chassis. The digital data shall include a parts list specific to the chassis model.

ENGINE AND TRANSMISSION OPERATION MANUALS

The following manuals specific to the engine and transmission models ordered will be included with the chassis in the ship loose items:

(1) Hard copy of the Engine Operation and Maintenance manual with digital copy

(1) Digital copy of the Transmission Operator's manual

(1) Digital copy of the Engine Owner's manual

CAB/CHASSIS AS BUILT WIRING DIAGRAMS

The cab and chassis shall include two (2) digital copies of wiring schematics and option wiring diagrams.

SALES TERMS

The sale of the chassis shall be governed by the terms contained on the Sales Terms – Acceptance of Purchase Order document, a copy of which is attached to this option.

DRIVELINE LAYOUT CONFIRMATION

During the design phase of the chassis the Spartan Chassis driveline engineer shall submit the driveline layout to an OEM engineer to review the chassis design for any potential problems integrating the OEM body to the chassis. This shall also include review and approval of requested clear areas. The OEM engineer shall provide approval to the driveline engineer prior to driveline bills of materials being released.

INTENT OF SPECIFICATIONS

It shall be the intent of these specifications to provide a complete apparatus equipped as hereinafter and as specified. With a view to obtaining the best results and the most acceptable apparatus for service in the Department, these specifications cover only the general requirements as to the type of construction and tests to which the apparatus must conform, together with certain details as to finish, equipment and appliances with which the successful bidder shall conform. Minor details of construction and materials where not otherwise specified are left to the discretion of the contractor, who shall be solely responsible for the design and construction for all features. The manufacturer shall provide loose equipment only when specified by the customer. The current NFPA (Standard for Automotive Fire Apparatus) at time of contract, unless otherwise specified as requested by the customer in these specifications, shall prevail.

The apparatus must meet all NFPA, DOT, ICC, AE, SAE, UL, TRA, FMVSS and local state Motor Vehicle Requirements.

It is required that the apparatus be manufactured to current NFPA edition standards, all NFPA equipment (LOOSE EQUIPMENT) not specified in the specifications will not be provided by the contractor.

Bids shall only be considered from companies that have an established reputation in the field of fire apparatus construction that have been in business and construction for a minimum of twenty-five (25) years.

The bidder of the apparatus herein specified; shall be wholly owned (100%) and managed by a Company, Corporation, and/or Parent Company that is wholly based, and permanently resides in the United States of America.

The Company, Corporation, and/or Parent Company and all assets belonging to such, shall be wholly owned and managed (100%) by the entities specified above.

The bidder shall state the location of the manufacturing facility where the apparatus is to be built and the location of the parent company if a subsidiary of a manufacturer.

The bidder shall provide satisfactory evidence of their ability to construct the apparatus specified in the bidders' manufacturing facilities.

The bidder's representation shall state the length of time representing the manufacturer of specified apparatus.

Due to the severe service requirements, the department will impose on the apparatus as specified, each bidder shall provide a list of at least six (6) departments in which similar apparatus utilizing the brand of chassis proposed have been in service for over one year. This list shall include contact names and phone numbers.

Due to the importance of keeping this vital piece of firefighting apparatus in service with a minimum of downtime, the manufacturer shall maintain a network of service centers with factory-training personnel.

The bid shall be accompanied by a set of "Contractor's Specifications" consisting of a detailed description of the apparatus being furnished under this contract which conform. Computer runoff sheets are not acceptable as "Contractor's Specifications". Item compliance shall be indicated in the "Yes/No" column of each item by all Bidders. Note: Each bidder shall submit their bid in the same sequence as these specifications to allow the department to easily compare.

These specifications shall indicate size, type, model and make of all component parts and equipment.

QUALITY AND WORKMANSHIP

The design of the Apparatus shall embody the latest approved automotive engineering practices.

The workmanship must be of the highest quality in its respective field. Special consideration will be given to the following points: Accessibility of the various units, which require periodic maintenance, ease of operation (including both pumping and driving) and symmetrical proportions.

Construction shall be rugged and ample safety factors shall be provided to carry loads as specified and to meet both on and off-road requirements and to speed conditions as set forth under "Performance tests and requirements".

Welding shall be employed in the assembly of the apparatus in a manner that will not prevent the ready removal of any component part for service or repair, with apparatus bodies of bolt together design not being acceptable.

All steel welding shall follow American Welding Society requirements for AWS D1.1:2012 Structural Welding Code for welding steel structural assemblies. All aluminum welding shall follow American Welding Society requirements for AWS D1.2/D1.2M:2003 Structural Welding Code for any type of structure made from aluminum structural alloys. All sheet metal welding shall follow American Welding Society AWS D9.1M/D9.1:2006 Structural Welding code for Arc/Braze requirements of non-structural materials. All pressure pipe welding shall follow American Society of Mechanical Engineers ASME IX/ ASME B31:2010 requirements to the qualification of procedures in welding and brazing, in accordance with the ASME Boiler and Pressure Vessel Code and the ASME B31 Code for Pressure Piping. Flux core arc welding to use alloy rods, type 7000, American Welding Society AWS standards A5.20-E70T1.

DELIVERY

The bidder shall provide the number of calendar days from the date the bid is awarded to the delivery of the completed unit.

A qualified delivery engineer representing the contractor shall deliver the apparatus and instruct the Fire Department personnel in the proper operation, care and maintenance of the equipment delivered.

To ensure proper break-in of all components while still under warranty, the apparatus shall be delivered under its own power. The unit will remain insured by the apparatus manufacturer until the department accepts the unit.

PERFORMANCE TESTS AND REQUIREMENTS

A road test shall be conducted with the apparatus fully loaded to its estimated in-service weight and shall be capable of the following performance while on dry paved roads that are in good condition and for a continuous run of ten (10) miles or more, during which time the apparatus shall show no loss of power or overheating. The transmission drive shaft or shafts and rear axles shall run quietly and be free from abnormal vibration or noise throughout the operating range of the apparatus. The successful bidder shall furnish a Weight Certificate showing weights on front axle, rear axles and total weight for the completed apparatus at time of delivery.

A. The apparatus shall be capable of accelerating to 35 MPH (55 km/hr) from a standing start within 25 seconds on a level concrete highway without exceeding the maximum governed RPM of the engine.

B. The apparatus, fully loaded, shall be capable of obtaining a minimum top speed of 50 MPH (80 km/hr) on a level dry concrete highway with the engine not exceeding its governed RPM (fully loaded).

C. The service brakes shall be capable of stopping a fully loaded vehicle in 35ft (10.7 m) at 20 mph (32.2 km/hr) on a level concrete highway. The air brake system shall conform to Federal Motor Vehicle Safety Standards (FMVSS) 121.

D. The apparatus, when fully loaded, shall have not less than 25 percent or more than 50 percent of the weight on the front axle, and not less than 50 percent nor more than 75 percent on the rear axle.

E. From a steady pace of 15 mph, the vehicle will accelerate to a true speed of 35 mph within 15 seconds. This will be accomplished without moving gear selector.

F. The apparatus will be able to maintain a speed of at least 20 mph on any grade up to and including 6 percent.

G. The contractor shall have a third party testing company conduct the tests of the apparatus as in accordance with standard practices required by the third party testing company (Guide for the Certification of Fire Department Pumper latest edition). A copy of all tests shall accompany the Apparatus. (For apparatus sold within Canadian ULC S515 latest revision shall prevail).

H. The contractor shall provide copies of the Pump Manufacturer's Certification of hydrostatic test, the Engine Manufacturer current certified brake horsepower curve, and the Manufacturer's record of pumper construction details when delivered.

I. All fluid levels and applicable pressures will be brought to proper levels and noted prior to final delivery.

INFORMATION REQUIRED

The manufacturer shall supply, at time of delivery, a complete operation and maintenance manual covering the completed apparatus as delivered.

A Fire Apparatus Safety Guide published by Fire Apparatus Manufacturer's Association shall be provided with the apparatus upon delivery. This manual includes essential safety information for fire fighters, fire chiefs, apparatus mechanics, and fire department safety officers. The guide is applicable to municipal, wildland, and airport firefighting apparatus manufactured on either custom or commercial chassis.

A permanent plate shall be mounted in the driver's compartment to specify the quantity and type of the following fluids used in the vehicle: Engine oil, engine coolant, and chassis transmission fluid, pump transmission lubrication fluid, pump primer fluid (if used) and drive axle lubrication fluid.

The manufacturer shall supply the final certification of GVWR and GAWR on a nameplate affixed to the vehicle.

A permanent plate in the driver's compartment shall be installed, specifying the seating capacity of the enclosed cab.

Signs that state "OCCUPANTS MUST BE SEATED AND BELTED WHEN APPARATUS IS IN MOTION" shall be provided and will be visible from each seated position. An accident prevention sign shall be located at the rear step area of the apparatus. It shall warn all personnel that standing on the step while apparatus is in motion shall be prohibited.

A nameplate indicating the chassis transmission shift selector position to be used when pumping shall be provided in the driving compartment and located so that it can be easily read from the driver's position.

LIABILITY

The bidder, if their bid is accepted, shall defend any and all suits and assume all liability for the use of any patented device or article forming part of the apparatus or any appliance provided under the contract.

GENERAL CONSTRUCTION

The apparatus shall be designed with due consideration to distribution of load between the front and rear axles, so that all specified equipment, including filled water tank, a full complement of personnel and fire hose will be carried without injury to the apparatus. Weight balance and distribution shall be in accordance with the recommendations of the current NFPA, Standard for Automotive Fire Apparatus, documentation at time of contract signing.

The apparatus shall be designed so that all recommended daily maintenance checks can be performed easily by the operator without the need for hand tools. Apparatus components that interfere with repair or removal of

other major components must be attached with fasteners (cap, screws, nuts, etc.) so that the components can be removed and installed with normal hand tools. These components must not be welded or otherwise permanently secured into place.

The GAWR and GVWR of the chassis shall be adequate to carry the fully equipped apparatus including all tanks filled, the specified hose load, unequipped personnel weight, ground ladders and a miscellaneous equipment allowance per NFPA criteria. It shall be the responsibility of the purchaser to provide the contractor with the weight of equipment to be carried if it is in excess of the allowance as set forth by NFPA.

The unequipped personnel weight shall be calculated at 250 lbs. per person times the maximum number of persons to ride on the apparatus.

The height of the fully loaded vehicle's center of gravity shall not exceed the chassis manufacturer's maximum limit.

The front to rear weight distribution of the fully loaded vehicle shall be within the limits set by the chassis manufacturer. The front axle loads shall not be less than the minimum axle loads specified by the chassis manufacturer, under full loads and all other loading conditions.

The difference in weight on the end of each axle, from side to side, when the vehicle is fully loaded and equipped, shall not exceed 7 percent.

The apparatus shall be so designed that the various parts are readily accessible for lubrication, inspection, adjustment and repair.

Where special tools manufactured or designed by the contractor and are required to provide routine service on any component of the apparatus built or supplied by the contractor, such tools shall be provided with the apparatus.

EXCEPTIONS TO SPECIFICATIONS

The following specifications shall be strictly adhered to. Exceptions shall be allowed if they are equal to or superior to that as specified and providing, they are listed and entirely explained on a separate page entitled "Exceptions to Specifications". The exceptions list to refer to specification page number and paragraph.

Proposals taking total exception to specifications or total exception to certain parts of the specifications such as Electrical Systems, Chassis, Body or Pump, will not be accepted.

Prototype units will not be acceptable. Apparatus shall be inspected upon completion for compliance with specifications.

Deviations will not be tolerated and will be cause for rejection of Apparatus unless they were originally listed in bidder's proposal and accepted in writing by the department.

If the bidder takes an exception, on the exception page, the bidder must state an option price to bring their specifications into full compliance with the Department specifications.

Failure to provide this information shall be cause to reject the proposal as being non-responsive. -

Copied or run off sheets of these specifications shall be unacceptable, and the bid will be rejected no exceptions.

WARRANTY

Warranties applicable to the chassis and body (excluding vendor supplied components {engine, transmission, axles, etc.} which carry their own specific warranties) will be addressed by a single point warranty service provider approved by the manufacturer to perform service as necessary.

PURCHASER'S RIGHTS

The Purchaser reserves the right to accept or reject any or all bids as it deemed in their best interests.

ENGINE AVAILBILITY

If an L9 engine is **NOT** available or cannot be provided for that specific quote or build slot at time of production, the engine will **automatically be upgraded and charged for an X12 (or the X10 engine) with all costs associated with the upgrade being passed on to the end user. No exceptions.**

If a pre-2027 emission engine is **NOT** available at the time of build ***(starting production on January 1, 2026)*** the order will **automatically be upgraded and charged for either the 2027 engine compliant Cummins X-10 or X-15, with all associated costs being passed on to the end user. No exceptions.**

BID/PROPOSAL DRAWINGS

For purposes of evaluation, the bidder shall provide a drawing illustrating, but not limited to, the overall dimensions, wheelbase, and overall length of the proposed apparatus and other specified equipment, shall be required to be included with the bidder's proposal package.

The drawings shall be large "D" size (minimum 24.00 inches x 36.00 inches).

Smaller size drawings, "similar to" drawings or general sales drawings, shall not be acceptable.

Failure to provide a bid evaluation drawing in accordance with these specifications shall be cause for rejection of the bid proposal.

PRE-CONSTRUCTION DRAWINGS

After the award of the bid, the contractor shall provide detailed colored engineering drawings including, but not limited to, the overall dimensions, wheelbase, and overall length of the proposed apparatus for use during the pre-construction conference.

The drawings shall include, but shall not be limited to the right, left, top, front and rear views of the apparatus**.**

In addition, a detailed engineering drawing of the pump operator's panel shall be provided prior to manufacturing for fire department approval.

PERFORMANCE BOND

A 100% Performance Bond shall be supplied within thirty days of bid award. The signatures of both buyer and bidder on the contract shall construe awarding of the bid. The prime apparatus builder shall provide the performance bond. Any bonds supplied by the dealer or representative shall not be acceptable.

SINGLE SOURCE MANUFACTURER

Bids shall only be accepted from a single source apparatus manufacturer.

The definition of single source manufacturer is a company that designs and manufactures their products utilizing an approach that includes complete product integration, including the apparatus chassis, cab, and body modules being constructed, assembled, and tested on company premises only.

Warranties qualified to the chassis and body design construction (excluding vender component warranties such as engine, axles, transmission, and pumps, etc.) will be from a single source manufacturer and not separated between manufacturers (i.e., body and chassis). The bidder shall provide evidence of maintaining compliance to this requirement.

TAG-ON ORDERS-COOPERATIVE PURCHASING

Other fire departments, metropolitan regions, or municipalities may purchase apparatus and equipment from same manufacture similar to the Apparatus and Equipment that is the subject of this Contract held by the same manufacture. The following terms shall apply to any such tag-on orders:

(a) Changes - Tag-on orders utilizing the same specification as the Apparatus and Equipment that is the subject of this Contract in order to provide favorable pricing and lead-times to other buyers due to having such specification fully engineered. Limited changes will be permitted. Such changes will be captured in the pre-construction meeting and the price of any tag-on unit adjusted accordingly.

(b) Term – Tag-on orders may be placed for a term of one year after the Effective Date of this Contract.

(c) Escalation - Manufacture reserves the right to adjust the price of any tag-on order if material costs escalate during the term of this Contract, changes in regulations become effective (for example EPA, NFPA or other), or the tag-on order would cross a model year.

(d) Acceptance – Manufacture holding the contract reserves the right to accept or reject any tag-on orders under this Contract.

FINITE ELEMENT ANALYSIS AND TESTING

Prototype bodies have been subjected to rigorous testing over varied terrains simulating different environmental conditions.

The purpose of such complex engineering methods of analysis shall be to ensure the longevity of the design by analyzing stress levels throughout the body and incorporating the structural supports wherever necessary.

There shall have been a minimum of three (3) different load cases (per DOT, FHWA, and TTMA recommended practice) applied and analyzed to properly display the different areas and levels of stresses that will be present under the various operating conditions of the apparatus.

Analysis shall also have been conducted on the mounting system for the apparatus body and pump house.

SUPPLIED INFORMATION & EXTRAS

The apparatus manufacturer shall supply two (2) hard copies of apparatus manuals with all manufactured apparatus.

The manuals shall include, but not be limited to: all component warranties, users' manuals and information for supplied products, apparatus engineering information including drawings and build prints, and whatever other pertinent information the manufacturer can supply to its customer regarding the said apparatus.

Included in the delivery of the unit, the manufacturer shall also include spare hardware and extra fasteners, paint for touch-up, information regarding washing and care procedures, as well as other recommendations for care and maintenance of the general apparatus.

The manufacturer shall also supply a manufacturer's record of apparatus construction details, including the following information:

- Owner name and address
- Apparatus manufacturer, model, and serial number
- Chassis make, model, and serial number
- GAWR of front and rear axles
- Front tire size and total rated capacity in pounds
- Rear tire size and total rated capacity in pounds
- Chassis weight distribution in pounds with water (if applicable) and manufacturer mounted equipment (front and rear)
- Engine make, model, serial number, rated horsepower, related speed and no load governed speed
- Type of fuel and fuel tank capacity
- Electrical system voltage and alternator output in amps

- Battery make and model, capacity in CCA
- Paint numbers
- Weight documents from a certified scale showing actual loading on the front axle, rear axle(s), and overall vehicle (with the water tank full (if applicable) but without personnel, equipment, and hose)
- Written load analysis and results of the electrical system performance tests
- Transmission make, model, and type
- Pump to drive through the transmission (yes or no)
- Engine to pump gear ratio and transmission gear ratio used
- Pump make and model, rated capacity in gallons per minute, serial number, and number of stages
- Pump manufacturer's certification of suction capability
- Pump manufacturer's certification of hydrostatic test
- Pump manufacturer's certification of inspection and test for the fire pump
- Copy of the apparatus manufacturer's approval for stationary pumping applications
- Pump transmission make, model and serial number
- Priming device type
- Type of pump pressure control system
- The engine manufacturer's certified brake horsepower curve for the engine furnished, showing the maximum no load governed speed
- Certification of the water tank capacity

ELECTRICAL SCHEMATICS

The apparatus manufacturer shall supply one (1) set(s) as-built wiring schematics, to include all line voltage schematics with each apparatus.

WARNING AND INFORMATION LABELS

All warning and informational labels (non-vendor specific) shall be provided in compliance with current NFPA (Standard for Automotive Fire Apparatus) at time of contract, and installed in the appropriate locations to alert the operator of potential hazards and operating instructions.

ON-LINE CUSTOMER INTERACTION

The manufacturer shall provide the capability for online access through the manufacturer’s website. The customer shall be able to view digital photos of their apparatus in the specified phases of construction. The following phases will be captured and displayed on the manufacturer’s website:

1. Chassis when available at manufacturing facility
2. Body – Prior to Paint
3. Body – Painted
4. Pump and Plumbing
5. Assembly – 80% Complete

Due to the complex nature of fire apparatus and the importance of communication between the manufacture and customer, this line item is considered a critical requirement.

LIABILITY INSURANCE COVERAGE

In order to protect the department and its personnel, the bidder shall show proof that it has no less than $10 million in liability insurance in force. A certificate of coverage shall be included in the bid package. Failure to carry liability insurance of at least this amount or failure to include proof of coverage shall be cause to reject the bidder's proposal.

GENERAL WARRANTY

The manufacturer shall provide a two (2) year warranty from the date of delivery.

In the case of a commercial chassis being used, the warranty on the chassis, engine, transmission, tires, storage batteries, generators, electrical lamps and other devices subject to deterioration is limited to the warranty of the manufacturer thereof and adjustments for the same are to be made directly with the manufacturer by the customer.

PLUMBING WARRANTY

A Stainless Steel Plumbing/Piping warranty shall be provided by the apparatus manufacturer for products of its manufacture to be free from defects in material and workmanship, under normal use and service, for a period of ten (10) years from the date of delivery.

THIRD PARTY PUMP CERTIFICATION AND TESTING

The apparatus upon completion will be tested and certified by an independent third party testing company. The certification tests will follow the guidelines outlined in the current NFPA, Standard for Automotive Fire Apparatus, documentation at time of contract signing.

There shall be multiple tests performed by the contractor and the third party testing company when the apparatus has been completed. The manufacturer shall provide the completed Test Certificate(s) to the purchaser at time of delivery.

The fire pump shall be mounted on the apparatus and shall have a minimum rated capacity of 250 gpm (1000 L/min) at 150 psi (1000 kPa) net pump pressure.

Where the apparatus is designed for pump in-motion operations, the vehicle drive engine and drive train shall be arranged so that the pump can deliver at least 20 gpm (76 L/min) at a gauge pressure of 80 psi (550 kPa), while the fire apparatus is moving.

If the pumping system provided is rated at 3000 gpm (12,000 L/min) or less, the pump shall be capable of delivering the following:

(1) One hundred percent of rated capacity at 150 psi (1000 kPa) net pump pressure

(2) Seventy percent of rated capacity at 200 psi (1400 kPa) net pump pressure

(3) Fifty percent of rated capacity at 250 psi (1700 kPa) net pump pressure

If the pumping system provided is rated at greater than 3000 gpm (12,000 L/min), the pump shall be capable of delivering the following:

(1) One hundred percent of rated capacity at 100 psi (700 kPa) net pump pressure

(2) Seventy percent of rated capacity at 150 psi (1000 kPa) net pump pressure

(3) Fifty percent of rated capacity at 200 psi (1400 kPa) net pump pressure

If the fire pump has a rated capacity of 750 gpm (3000 L/min) or greater, the pump shall be tested after the pump and all its associated piping and equipment have been installed on the apparatus.

The tests shall include at least the pumping test, the pumping engine overload test, the pressure control system test, the priming device tests, and the vacuum test.

A test plate shall be provided at the pump operator's panel that gives the rated discharges and pressures together with the speed of the engine as determined by the certification test for each unit, the position of the parallel/series pump as used, and the governed speed of the engine as stated by the engine manufacturer on a certified brake horsepower curve. The plate shall be completely stamped with all information at the factory and attached to the vehicle prior to shipping.

Pumping Test:

The test site shall be adjacent to a supply of clear water at least 4 feet (1.2 m) deep, with the water level not more than 10 feet (3 m) below the center of the pump intake, and close enough to allow the suction strainer to be submerged at least 2 feet (0.6 m) below the surface of the water when connected to the pump by 20 feet (6 m) of suction hose.

Tests shall be performed when conditions are as follows:

(1) Air temperature: 0 degrees Fahrenheit to 110 degrees Fahrenheit (−18 degrees Celsius to 43 degrees Celsius)

(2) Water temperature: 35 degrees Fahrenheit to 90 degrees Fahrenheit (2 degrees Celsius to 32 degrees Celsius)

(3) Barometric pressure: 29 inches Hg (98.2 kPa), minimum (corrected to sea level)

Engine-driven accessories shall not be functionally disconnected or rendered inoperative during the tests.

The following devices shall be permitted to be turned off or not operating during the pump test:

(1) Aerial hydraulic pump
(2) Foam pump
(3) Hydraulically driven equipment (other than hydraulically driven line voltage generator)
(4) Winch
(5) Windshield wipers
(6) Four-way hazard flashers
(7) Compressed air foam system (CAFS) compressor

All structural enclosures, such as floorboards, gratings, grilles, and heat shields, not provided with a means for opening them in service shall be kept in place during the tests.

All test gauges shall meet the requirements for Grade A gauges as defined in ASME B40.100, *Pressure Gauges and Gauge Attachments*, and shall be at least size 3 1⁄2 per ASMEB40.100. The pump intake gauge shall have a range of 30 in. Hg (100 kPa) vacuum to zero for a vacuum gauge, or 30 in. Hg (100 kPa) vacuum to a gauge pressure of 150 psi (1000 kPa) for a compound gauge. The discharge pressure gauge shall have a gauge pressure range of 0 psi to 400 psi (0 kPa to 2800 kPa). All pilot gauges shall have a gauge pressure range of at least 0 psi to 160 psi (0 kPa to 1100 kPa). All gauges shall be calibrated in the month preceding the tests using a dead-weight gauge tester or a master gauge meeting the requirements for Grade 3A or 4A gauges, as defined in ASME B40.100, *Pressure Gauges and Gauge Attachments*, that has been calibrated within the preceding year.

The engine speed–measuring equipment shall consist of a nonadjustable tachometer supplied from the engine or transmission electronics, a revolution counter on a checking shaft outlet and a stopwatch, or other engine speed–measuring means that is accurate to within ± 50 rpm of actual speed.

If the apparatus is equipped with a fire pump rated at 750 gpm (3000 L/min) or greater but not greater than 3000 gpm (12,000 L/min), the pump shall be subjected to a 3 hour pumping test from draft consisting of 2 hours of continuous pumping at rated capacity at a minimum of 150 psi (1000 kPa) net pump pressure, followed by 1⁄2 hour of continuous pumping at 70 percent of rated capacity at a minimum of 200 psi (1400 kPa) net pump pressure and 1⁄2 hour of continuous pumping at 50 percent of rated capacity at a minimum of 250 psi (1700 kPa) net pump pressure and shall not be stopped until after the 2 hour test at rated capacity, unless it becomes necessary to clean the suction strainer.

If the apparatus is equipped with a fire pump rated at greater than 3000 gpm (12,000 L/min), the pump shall be subjected to a 3 hour pumping test from draft consisting of 2 hours of continuous pumping at rated capacity at 100 psi (700 kPa) net pump pressure, followed by 1⁄2 hour of continuous pumping at 70 percent of rated capacity at 150 psi (1000 kPa) net pump pressure and 1⁄2 hour of continuous pumping at 50 percent of rated capacity at 200 psi (1400 kPa) net pump pressure and shall not be stopped until after the 2 hour test at rated capacity, unless it becomes necessary to clean the suction strainer.

If the apparatus is equipped with a fire pump rated at less than 750 gpm (3000 L/min), the pump shall be subjected to a 50-minute pumping test from draft consisting of 30 minutes of continuous pumping at rated

capacity at a minimum of 150 psi (1000 kPa) net pump pressure, followed by 10 minutes of continuous pumping at 70 percent of rated capacity at a minimum of 200 psi (1400 kPa) net pump pressure and 10 minutes of continuous pumping at 50 percent of rated capacity at a minimum of 250 psi (1700 kPa) net pump pressure and shall not be stopped until after the 30-minute test at rated capacity, unless it becomes necessary to clean the suction strainer.

Pumping Engine Overload Test:

If the pump has a rated capacity of 750 gpm (3000 L/min) or greater but not greater than 3000 gpm (12,000 L/min), the apparatus shall be subjected to an overload test consisting of pumping rated capacity at 165 psi (1100 kPa) net pump pressure for at least 10 minutes.

This test shall be performed immediately following the pumping test of rated capacity at 150 psi (1000 kPa).

The capacity, discharge pressure, intake pressure, and engine speed shall be recorded at least three times during the overload test.

Pressure Control System Test:

If the pump is rated at 3000 gpm (12,000 L/min) or less, the pressure control system on the pump shall be tested as follows:

(1) The pump shall be operated at draft, delivering rated capacity at a discharge gauge pressure of 150 psi (1000 kPa).

(2) The pressure control system shall be set in accordance with the manufacturer's instructions to maintain the discharge gauge pressure at 150 psi (1000 kPa) ±5 percent.

(3) All discharge valves shall be closed not more rapidly than in 3 seconds and not more slowly than in 10 seconds.

(4) The rise in discharge pressure shall not exceed 30 psi (200 kPa) and shall be recorded.

(5) The original conditions of pumping rated capacity at a discharge gauge pressure of 150 psi (1000 kPa) shall be reestablished.

(6) The discharge pressure gauge shall be reduced to 90 psi (620 kPa) by throttling the engine fuel supply, with no change to the discharge valve settings, hose, or nozzles.

(7) The pressure control system shall be set according to the manufacturer's instructions to maintain the discharge gauge pressure at 90 psi (620 kPa) ±5 percent.

(8) All discharge valves shall be closed not more rapidly than in 3 seconds and not more slowly than in 10 seconds.

(9) The rise in discharge pressure shall not exceed 30 psi (200 kPa) and shall be recorded.

(10) The pump shall be operated at draft, pumping 50 percent of rated capacity at a discharge gauge pressure of 250 psi (1700 kPa).

(11) The pressure control system shall be set in accordance with the manufacturer's instructions to maintain the discharge gauge pressure at 250 psi (1700 kPa) ±5 percent.

(12) All discharge valves shall be closed not more rapidly than in 3 seconds and not more slowly than in 10 seconds.

(13) The rise in discharge pressure shall not exceed 30 psi (200 kPa) and shall be recorded.

If the pump is rated at greater than 3000 gpm (12,000 L/min), the pressure control system on the pump shall be tested as follows:

(1) The pump shall be operated at draft, delivering rated capacity at a discharge gauge pressure of 100 psi (700 kPa).

(2) The pressure control system shall be set in accordance with the manufacturer's instructions to maintain the discharge gauge pressure at 100 psi (700 kPa) ±5 percent.

(3) All discharge valves shall be closed not more rapidly than in 3 seconds and not more slowly than in 10 seconds.

(4) The rise in discharge pressure shall not exceed 30 psi (200 kPa) and shall be recorded.

(5) The original conditions of pumping rated capacity at a discharge gauge pressure of 150 psi (1000 kPa) shall be reestablished.

(6) The pump shall be operated at draft, pumping 50 percent of rated capacity at a discharge gauge pressure of 200 psi (1400 kPa).

(7) The pressure control system shall be set according to the manufacturer's instructions to maintain the discharge gauge pressure at 200 psi (1400 kPa) ±5 percent.

(8) All discharge valves shall be closed not more rapidly than in 3 seconds and not more slowly than in 10 seconds.

(9) The rise in discharge pressure shall not exceed 30 psi (200 kPa) and shall be recorded.

Priming System Tests:

With the apparatus set up for the pumping test, the primer shall be operated in accordance with the manufacturer's instructions until the pump has been primed and is discharging water. This test shall be permitted to be performed in connection with priming the pump for the pumping test.

The interval from the time the primer is started until the time the pump is discharging water shall be noted. The time required to prime the pump shall not exceed 30 seconds if the rated capacity is 1250 gpm (5000 L/min) or less. The time required to prime the pump shall not exceed 45 seconds if the rated capacity is 1500 gpm (6000 L/min) or more.

An additional 15 seconds shall be permitted in order to meet the requirements of 16.13.5.3 and 16.13.5.4 when the pump system includes an auxiliary 4 inches (100 mm) or larger intake pipe having a volume of 1 foot^3 (0.30 m^3) or more.

Vacuum Test:

The vacuum test shall consist of subjecting the interior of the pump, with all intake valves open, capped or plugged, and all discharge caps removed, to a vacuum of 22 inches/Hg (75 kPa) by means of the pump priming system.

At altitudes above 2000 feet (600 m), the vacuum attained shall be permitted to be less than 22 inches/Hg (75 kPa) by 1 inch/Hg (3.4 kPa) for each 1000 feet (305 m) of altitude above 2000 feet (610 m).

The vacuum shall not drop more than 10 inches/Hg (34 kPa) in 5 minutes.

The primer shall not be used after the 5 minute test period has begun and the engine shall not be operated at any speed greater than the governed speed during this test.

Water Tank–to–Pump Flow Test:

A water tank–to–pump flow test shall be conducted as follows:

(1) The water tank shall be filled until it overflows.

(2) All intakes to the pump shall be closed.

(3) The tank fill line and bypass cooling line shall be closed.

(4) Hose lines and nozzles for discharging water at the rated tank-to-pump flow rate shall be connected to one or more discharge outlets.

(5) The tank-to-pump valve(s) and the discharge valves leading to the hose lines and nozzles shall be fully opened.

(6) The engine throttle shall be adjusted until the required flow rate −0/+5 percent is established.

(7) The discharge pressure shall be recorded.

(8) The discharge valves shall be closed, and the water tank refilled.

(9) The bypass line shall be permitted to be opened temporarily, if needed, to keep the water temperature in the pump within acceptable limits.

(10) The discharge valves shall be reopened fully, and the time noted.

(11) If necessary, the engine throttle shall be adjusted to maintain the discharge pressure recorded as noted in 16.13.7.1(7).

(12) When the discharge pressure drops by 10 psi (70 kPa) or more, the time shall be noted and the elapsed time from the opening of the discharge valves shall be calculated and recorded.

Volume Discharge Calculation:

The volume discharged shall be calculated by multiplying the rate of discharge in gallons per minute (liters per minute) by the time in minutes elapsed from the opening of the discharge valves until the discharge pressure drops by at least 10 psi (70 kPa).

Other means shall be permitted to be used to determine the volume of water pumped from the tank such as a totalizing flowmeter, weighing the truck before and after, or refilling the tank using a totalizing flowmeter.

The rated tank-to-pump flow rate shall be maintained until 80 percent of the rated capacity of the tank has been discharge.

Engine Speed Advancement Interlock Test

The engine speed advancement interlock system shall be tested to verify that engine speed cannot be increased at the pump operator’s panel unless there is throttle-ready indication.

If the apparatus is equipped with a stationary pump driven through split-shaft PTO, the test shall verify that the engine speed control at pump operator's panel cannot be advanced when either of the following conditions exists:

(6) The chassis transmission is in neutral, the parking brake is off, and the pump shift in the driving compartment is in the road position.

(7) The chassis transmission has been placed in the position for pumping as indicated on the label provided in the driving compartment, the parking brake is on, and the pump shift in the driving compartment is in the road position.

If the apparatus is equipped with a stationary pump driven through a transmission mounted PTO, front-of-engine crankshaft PTO, or engine flywheel PTO, the test shall verify that the engine speed control on the pump operator's panel cannot be advanced when either of the following conditions exists:

(1) The chassis transmission is in neutral, the parking brake is off, and the pump shift status in the driving compartment is disengaged.

(2) The chassis transmission is in any other gear other than neutral, the parking brake is on, and the pump shift in the driving compartment is in the "Pump Engaged" position.

If the apparatus is equipped with a pump driven by the chassis engine designed for both stationary pumping and pump-in-motion, the test shall verify that the engine speed control at pump operator's panel cannot be advanced when either of the following conditions exists:

(1) The chassis transmission is in neutral, the parking brake is on, and the pump shift status in the driving compartment is disengaged.

(2) The chassis transmission is in any other gear other than neutral, the parking brake is on, and the pump shift in the driving compartment is in the "Pump Engaged" or the "OK to Pump In-Motion" position.

If the apparatus is equipped with a stationary pump driven through transfer case PTO, the test shall verify that the engine speed control on the pump operator's panel cannot be advanced when either of the following conditions exists:

(1) The chassis transmission is in neutral, the transfer case is in neutral, the parking brake is off, and the pump shift in the driving compartment is in the road position.

(2) The chassis transmission is in neutral, the transfer case is engaged, the parking brake is off, and the pump shift in the driving compartment is in the road position.

(3) The chassis transmission has been placed in the position for pumping as indicated on the label provided in the driving compartment, the parking brake is on, and the pump shift in the driving compartment is in the road position.

LOW-VOLTAGE ELECTRICAL SYSTEM PERFORMANCE TESTING

The apparatus low-voltage electrical system will be tested and certified. Tests shall be performed when the air temperature is between 0 degrees Fahrenheit and 110 degrees Fahrenheit (–18 degrees Celsius and 43 degrees Celsius). The three tests defined in NFPA shall be performed in the order in which they appear. Before each test, the batteries shall be fully charged until the voltage stabilizes at the voltage regulator set point and the lowest charge current is maintained for 10 minutes. Failure of any of these tests shall require a repeat of the sequence.

Reserve Capacity Test:

The engine shall be started and kept running until the engine and engine compartment temperatures are stabilized at normal operating temperatures and the battery system is fully charged.

The engine shall be shut off and the minimum continuous electrical load shall be activated for 10 minutes.

All electrical loads shall be turned off prior to attempting to restart the engine. The battery system shall then be capable of restarting the engine. Failure to restart the engine shall be considered a test failure of the battery system.

Alternator Performance Test at Idle:

The minimum continuous electrical load shall be activated with the engine running at idle speed.

The engine temperature shall be stabilized at normal operating temperature.

The battery system shall be tested to detect the presence of battery discharge current. The detection of battery discharge current shall be considered a test failure.

Alternator Performance Test at Full Load:

The total continuous electrical load shall be activated with the engine running up to the engine manufacturer’s governed speed.

The test duration shall be a minimum of 2 hours.

Activation of the load management system shall be permitted during this test.

An alarm sounded by excessive battery discharge, as detected by the system required in NFPA 13.3.4, or a system voltage of less than 11.8 V dc for a 12 V nominal system or 23.6 V dc for a 24 V nominal system, for more than 120 seconds, shall be considered a test failure.

Low Voltage Alarm Test:

Following the above test, a Low Voltage Alarm Test will be performed in the manner prescribed.

With the engine shut off, the total continuous electrical load shall be activated and shall continue to be applied until the excessive battery discharge alarm activates.

The battery voltage shall be measured at the battery terminals.

The test shall be considered a failure if the alarm has not yet sounded 140 seconds after the voltage drops to 11.70V for a 12 V nominal system or 23.4 V for a 24 V nominal system.

The battery system shall then be able to restart the engine. Failure to restart the engine shall be considered a test failure.

FACTORY PRE-CONSTRUCTION CONFERENCE

The factory authorized Distributor shall be required, prior to manufacturing, to have a pre-construction conference at the manufacturing facility with a factory representative present and with One (1) individual(s) from the to finalize all construction details.

The factories authorized distributor shall, at his expense, provide transportation, lodging, and meals. Any distance greater than 200 miles shall be by commercial air travel.

FINAL INSPECTION CONFERENCE

The factory authorized Distributor shall be required, during manufacturing, to have a final completion inspection conference at the site of the manufacturing facility with One (1) individuals from the to inspect the apparatus after construction.

The factories authorized distributor shall, at his expense, provide transportation, lodging, and meals. Any distance greater than 200 miles shall be by commercial air travel.

MAXIMUM OVERALL LENGTH REQUIREMENT

The apparatus specified shall be constructed as detailed and shall NOT exceed a maximum overall length of 430.25 inches.

MAXIMUM OVERALL HEIGHT REQUIREMENT

The apparatus specified shall be constructed as detailed and shall NOT exceed a maximum overall height of 126.00 inches.

MAXIMUM OVERALL WIDTH OF NINETY-NINE (99) INCHES

The apparatus specified shall be constructed as detailed and shall NOT exceed a Maximum Overall Width of Ninety-nine (99.00) inches.

This dimension shall include the primary construction of the apparatus body and chassis cab. Any peripheral items shall not be incorporated into this measurement.

The items included, but not limited to, are: Rub Rails, Fenderettes, Mirrors, Lights, Handrails, Front Bumpers, Cab Steps, Overlays, Etc.

MAXIMUM WHEELBASE REQUIREMENT

The apparatus specified shall be constructed with no restrictions to the maximum wheelbase.

EXHAUST HEAT SHIELD

There shall be an exhaust heat shield added to the chassis provided exhaust. The shield shall terminate past the front compartment and shall incorporate a heavy duty spray on insulation under R1.

The heat shield shall be attached to the underside of the body utilizing a flexible bracket.

CHASSIS REQUIRED LABELING

Signs that state "Occupants must be seated and belted when apparatus is in motion" shall be provided.

They shall be visible from each seating position.

There shall be a lubrication plate mounted inside the cab listing the type and grade of lubrication used in the following areas on the apparatus and chassis:

- Engine oil
- Engine Coolant
- Transmission Fluid
- Pump Transmission Lubrication Fluid
- Drive Axle Lubrication Fluid
- Generator Lubrication Fluid (where applicable)
- Tire Pressures

APPARATUS INFORMATION LABEL

There shall be a high-visibility label installed in a location clearly detectable to the driver while in the seated position.

The label shall indicate the following specified information.

Overall Height (feet and inches)
Overall Length (feet and inches)
Overall GVWR (tons or metric tons)

CAB TILT CONTROL

There shall be a cab tilt pendant control with a quick-connect coupler provided and installed on the right side of the apparatus. The pendant shall be located directly on the bottom sill of the pump compartment.

There shall also be a cab tilt instruction plate located as close as possible to the control pendant for ease of operation.

AIR TANK DRAIN LINES (extended)

There shall be manual pull air tank drain lines provided with the apparatus. The air drain lines shall be extended to the outer edge of the apparatus to facilitate draining moisture from the chassis air tanks to a single location for all drains and shall be actuated by a key ring. A label shall be affixed indicating "Air Tank Drain".

HEADSET SYSTEM

The headset and intercom system shall be provided and installed by the Fire Department.

HELMET RESTRAINTS

All NFPA required helmet restraints will be supplied and installed by the Fire Department prior to the truck being placed into service.

MUD FLAPS

There shall be no front mud flaps added by the body manufacturer.

MUD FLAPS

Heavy-duty black rubber mud flaps with manufactures logo shall be provided behind the rear wheels. The mud flaps shall be bolted in place.

PUMP COMPARTMENT

The complete apparatus pump compartment shall be constructed of a combination of structural tubing and formed sheet metal. The same materials used in the body shall be utilized in the construction of the pump compartment. The structure shall be welded utilizing the same A.W.S. Certified welding procedure as used on the structural body module. These processes shall ensure the quality of structural stability of the pump compartment module.

The pump compartment module shall be separated from the apparatus body with a gap. This gap is necessary to accommodate the flexing of the chassis frame rails that are encountered while the vehicle is in transit so that harmful torsional forces are not transmitted into the structural framework.

MODULE MOUNTING

The entire pump module assembly shall be mounted so that it “floats” above the chassis frame rails with vibration isolators. The body substructure shall be mounted above the frame to allow independent flexing to occur between the body and the chassis. The assembly shall be mounted to the chassis frame rails with steel reinforced mounting brackets. The brackets shall be mounted to the side of the chassis frame flanges.

There shall be no welding to the chassis frame rail sides, web or flanges, or drilling of holes in the top or bottom frame flanges between axles. All body to chassis connections shall be bolted so that in the event of an accident, the body shall be easily removable from the chassis for repair or replacement.

Due to the constant vibration and twisting action that occurs in chassis frame rails and suspension, the torsion mounting system is required to minimize the possibility of premature body structural failures.

PUMP COMPARTMENT WORK LIGHT

One (1) Weldon LED work light model #2631-0000-30 shall be installed in the pump compartment module to illuminate the piping and plumbing components.

The light shall be activated by a weather resistant toggle switch installed inside the pump compartment.

IPS/SIDE OPERATOR CONTROL PANEL

The pump operators control panel shall be completely enclosed and located in the forward lower area of the L1 body compartment, to protect against road debris and weather elements. When the width of the L1 compartment allows, a fixed divider shall be installed rearward of the operator's panel to separate the panel from the rear section of the compartment with a permanent vertical partition.

The pump operator’s panel shall be constructed of smooth aluminum and finish painted. The layout of the pump operator's control panel shall be positioned at a height easily accessible from ground level and ergonomically efficient to provide user-friendly operation.

The panel shall accommodate all operational controls for maintaining and monitoring pump and engine system operations and foam controls (if applicable) shall be located on the panel, for additional ease of operation and visibility. When the apparatus is equipped with compressed air foam capabilities, a lower access panel with sight glass window shall be installed directly below the main operators control panel to provide an unobstructed view of the oil level in the hydraulic fluid reservoir. The access panel shall utilize push button type latches for ease of removal and service.

All valve controls shall be immediately adjacent to its respective gauge and properly identified and color coded for ease of use. All markings shall be permanent in nature.

VALVE CONTROL - T-HANDLE PULL ASSEMBLY

Unless specified otherwise, the discharge valves shall be controlled from an Innovative Controls side mount valve control assembly. The ergonomically designed handle shall be chrome-plated with recessed areas for name plate and color code. A .75 inch (19.5 mm) diameter hardcoat anodized aluminum control rod and housing

shall, together with a stainless spring steel locking mechanism, eliminate valve drift. Teflon impregnated bronze bushings in both ends of the rod housing shall minimize rod deflection, never need lubrication, and ensure consistent long-term operation. The control assembly shall include a decorative chrome-plated panel-mounting bezel. The valve operating mechanism will indicate the position of the valve at all times.

PANEL LIGHTS

Adequate illumination shall be provided for controls, switches, critical instructions, gauges, and instruments necessary for the proper operation of the apparatus and its equipment.

The pump operator's panel shall be illuminated by means of a brushed stainless steel shielded light assembly with two (2) Whelen PSCOMPH Super-LED strip lights above the operator's panel in the L1 compartment.

There shall also be a minimum of one (1) Whelen PSCOMPH Super-LED strip light installed on each side of the pump compartment to illuminate the speedlay hose bed area. The light shall be mounted directly to the pump compartment tubular frame structure, directly above the speedlay hose beds, on the inboard side of the frame structure.

In addition, there shall be an LED Grote style #60571 clear Surface Mount series light provided and installed on the pump house panel. One (1) each side of the apparatus.

PUMP PANEL LIGHT ACTIVATION

One (1) pump panel light at the operator's panel shall be illuminated at the time the pump is ready to pump and it is "OK TO PUMP". The Pump shift has been completed and the chassis automatic transmission is engaged.

The remaining lights shall be controlled by a switch located on the side operator's panel.
The operator's panel light(s) in the L1 compartment shall be activated by the above activation and the L1 compartment door switch.

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PUMP COMPARTMENT WIDTH

The width of the pump compartment (front to back) shall be 25.00-inches (.64 m).

PUMP COMPARTMENT ACCESS W/SPEEDLAY

Ease of access to the pump and plumbing shall be provided through the front of the pump compartment module by raising the cab to allow service and maintenance. The pump shall be positioned such that maintenance and overhaul work can be performed above the frame, and under the tilted cab.

A removable access panel shall be provided and installed on the forward portion of the back wall in the R1 compartment for additional plumbing and valve maintenance. The panel shall be secured with push button type latches.

BRUSHED STAINLESS STEEL SIDE PANELS

The pump side panels on the lower left and lower right sides shall be constructed of 16 gauge brushed stainless steel. Each panel shall consist of a removable lower panel fastened with mechanical fasteners. Both panels shall be removable for access to the pump for serviceability.

PUMP HOUSE STRUCTURE OVERLAY

The tubular structure shall be DA finish on each side of the pump compartment.

This option is for aluminum structure only.

RUNNING BOARDS

The pump compartment running boards shall be made of a structural tubular framework. The tubular frame supports all loads by transmitting the loads through the pump compartment structure directly to the chassis frame rails.

The running boards shall be independent of the apparatus body and shall be integrated to the pump compartment structure only, eliminating any pump compartment to body interference. This is essential in keeping a truly 'modular' configuration. Slip-resistant abrasive adhesive materials shall be applied to the top surface of the running board framework to provide a suitable stepping surface where applicable.

EMBOSSED ALUMINUM DIAMOND PLATE OVERLAYS

The side running boards shall have a .188 inch (4.76 mm) embossed aluminum diamond plate overlays installed. The stepping areas shall be as large as possible, overlapping the perimeter of the running board structure.

PRESSURE GOVERNOR, MONITORING, and MASTER PRESSURE DISPLAY

Fire Research "InControl 400" Series pressure governor and monitoring display kit shall be installed. The kit shall include a control module, intake pressure sensor, discharge pressure sensor, and cables. The control module case shall be waterproof and have dimensions not to exceed 5 1/2" high by 10 1/2" wide by 2" deep. The control knob shall be 2" in diameter with no mechanical stops, have a serrated grip, and a red idle push button in the center. It shall not extend more than 1 3/4" from the front of the control module. Inputs for monitored information shall be from a J1939 databus or independent sensors. Outputs for engine control shall be on the J1939 databus or engine specific wiring.

The following continuous displays shall be provided:

Pump discharge; shown with four daylight bright LED digits more than 1/2" high
Pump Intake; shown with four daylight bright LED digits more than 1/2" high
Pressure / RPM setting; shown on a dot matrix message display
Pressure and RPM operating mode LEDs
Throttle ready LED
Engine RPM; shown with four daylight bright LED digits more than 1/2" high

Check engine and stop engine warning LEDs
Oil pressure; shown on a dual color (green/red) LED bar graph display
Engine coolant temperature; shown on a dual color (green/red) LED bar graph display
Transmission Temperature: shown on a dual color (green/red) LED bar graph display
Battery voltage; shown on a dual color (green/red) LED bar graph display.

The dot-matrix message display shall show diagnostic and warning messages as they occur. It shall show monitored apparatus information, stored data, and program options when selected by the operator. All LED intensity shall be automatically adjusted for day and nighttime operation.

The program shall store the accumulated operating hours for the pump and engine to be displayed with the push of a button. It shall monitor inputs and support audible and visual warning alarms for the following conditions:

High Battery Voltage
Low Battery Voltage (Engine Off)
Low Battery Voltage (Engine Running)
High Transmission Temperature
Low Engine Oil Pressure
High Engine Coolant Temperature
Out of Water (visual alarm only)
No Engine Response (visual alarm only).

The program features shall be accessed via push buttons and a control knob located on the front of the control panel. There shall be a USB port located at the rear of the control module to upload future firmware enhancements.

Inputs to the control panel from the pump discharge and intake pressure sensors shall be electrical. The discharge pressure display shall show pressures from 0 to 600 psi. The intake pressure display shall show pressures from -30 in. Hg to 600 psi.

The governor shall operate in two control modes, pressure and RPM. No discharge pressure or engine RPM variation shall occur when switching between modes. A throttle ready LED shall light when the interlock signal is recognized. The governor shall start in pressure mode and set the engine RPM to idle. In pressure mode the governor shall automatically regulate the discharge pressure at the level set by the operator. In RPM mode the governor shall maintain the engine RPM at the level set by the operator except in the event of a discharge pressure increase. The governor shall limit a discharge pressure increase in RPM mode to a maximum of 30 psi. Other safety features shall include recognition of no water conditions with an automatic programmed response and a push button to return the engine to idle.

INTAKE PRESSURE RELIEF VALVE

A Task Force Tips model #A18XX pressure relief valve shall be provided. The valve shall have an easy to read adjustment range from 90 to 300 PSI with easy to read 90, 125, 150, 200, 250, 300 psi settings and an “OFF”

position. Pressure adjustment can be made utilizing a ¼" hex key, 9/16" socket or 14mm socket.

For corrosion resistance the cast aluminum valve shall be a hardcoat anodized with a powder coat interior and exterior finish. The valve shall meet NFPA, Standard for Automotive Fire Apparatus, requirements for pump inlet relief valves. The unit shall be covered by a five year warranty. The valve shall be preset at 125 PSI (860 kPa) suction inlet pressure, unless otherwise shop noted. The valve shall be installed inside the pump compartment where it will be easily accessible for future adjustment. The excess water shall be plumbed to the atmosphere and shall dump on the opposite side of the pump operator.

For normal pumping operations, the relief valve shall not be capped and there shall be a placard stating "DO NOT CAP" installed.

MASTER GAUGES

Class 1 4.50 inch (115 mm) gauges shall be supplied for the master intake and master discharge gauges.

The gauges shall be model LFP410.

GAUGE SCALE

The master intake gauge shall be marked for a reading from -30 to 400 PSI and the master discharge shall be marked for reading a discharge pressure of 0 to 400 PSI.

GAUGE FACE COLOR

Each gauge shall have black markings on a white face.

TESTING PORTS

Test port connections for pressure and vacuum shall be provided at the pump operator's panel. One (1) shall be connected to the intake side of the pump, and the other to the discharge manifold side of the pump.

Each port shall have 0.25 inch (6.35 mm) standard pipe thread connection and be manufactured of non-corrosive polished stainless steel or brass plugs.

TANK LEVEL GAUGE

A Fire Research TankVision model WLA300-A00 tank indicator kit shall be installed at the pump operator's panel location. The kit shall include an electronic indicator module, a pressure sensor, and a 20.00 foot sensor cable. The indicator shall show the volume of water in the tank on nine (9) easy to see super bright LEDs. A wide view lens over the LEDs shall provide for a viewing angle of 180 degrees. The indicator case shall be waterproof, manufactured of aluminum, and have a distinctive blue label.

The program features shall be accessed from the front of the indicator module. The program shall support self-diagnostics capabilities, self-calibration, and a datalink to connect remote indicators. Low water warnings shall include flashing LEDs at 1/4 tank, down chasing LEDs when the tank is almost empty, and an output for an audio alarm.

The indicator shall receive an input signal from an electronic pressure sensor. The sensor shall be mounted from the outside of the water tank near the bottom. No probe shall be placed on the interior of the tank. Wiring shall be weather resistant and have automotive type plug-in connectors.

AUXILIARY WATER LEVEL GAUGE

TANK LEVEL GAUGE

A Fire Research MaxVision model WLA280-A00 tank remote indicator shall be installed. The indicator shall show the volume of water in the tank on Ninety six (96) easy to see super bright Tri-color LEDs. The indicator case shall be waterproof, manufactured of Polycarbonate material with an integrated lens. The package includes a rubber gasket.

The remote indicator shall receive input information over a datalink from a Fire Research TankVision primary indicator. The remote indicator shall indicate the level as a single color in red for 25% or less, amber color for up to 50% volume, blue color for up to 75% volume and green color for up to 100% volume. When the level reaches 25%, the red LEDs will begin flashing. When the level is empty, the red LEDs will scroll in a down-chasing motion and then flash three times. It shall have the program capability to adjust the brightness level for daytime and nighttime viewing.

TANK LEVEL GAUGE LOCATION

One (1) tank level readout shall be located at the rear of the vehicle, to the left side.

AIR HORN BUTTON

The air horn shall be activated by a red momentary rocker switch provided and installed on the pump operator's gauge panel. The air horn button shall be of weather resistance type and labeled “AIR HORN”.

ROCKER SWITCH PANEL

All specified lighting fixtures and electrical components activated at the pump operator's panel shall be activated by Carling W-series rocker style switches.

The switches shall be located on a separate matte black Innovative Controls 6-position electrical panel with chrome bezel, complete with backlit name tags describing the function of each individual switch.

PUMP COMPARTMENT TOP OVERLAY

The top cap of the pump compartment shall be overlaid with materials of a non-slip .125 inch (3.18 mm) embossed aluminum diamond plate.

DUNNAGE AREA WITH REMOVABLE FLOOR

A single wall .125 inch (3.18 mm) aluminum diamond plate dunnage area shall be provided above the pump house compartment for equipment mounting and storage space.

The floor shall include a removable section(s) as large as permitted for design for access to the pump and

plumbing.

The dunnage area shall be as wide as possible from side to side, and as deep as allowed with the available space.

Open storage, on the left side will be the booster reel.

MIDSHIP PUMP

The pump shall have a capacity of 1500 gallons per minute, measured in U.S. Gallons. The pump shall be a Waterous model CXS single stage midship pump.

PUMP CASING

Two-piece; vertically-split high-tensile close-grained gray iron.

IMPELLER

Bronze impeller specifically designed for the fire service, Double hub bed to eliminate axial thrust, and accurately balanced for vibration-free running.

WEAR RINGS

Replaceable bronze wear rings to increase pump life and keep maintenance costs at a minimum.

IMPELLER SHAFT

Stainless steel, heat treated, precisely ground to size, and polished under shaft seal, supported by oil-lubricated ball bearings.

BEARINGS

All bearings are oil or grease lubricated, ball-type, located outside the pump casting to accurately align and support the impeller shaft assembly. Bearings are deep groove type designed to carry both radial and axial thrust.

CERTIFICATION

The pump will perform and meet the following tests:
100% rated capacity @150 PSI
100% rated capacity @ 165 PSI
70% rated capacity @ 200 PSI
50% rated capacity @ 250 PSI

PUMP WARRANTY

Waterous Co shall provide a limited manufacturer's pump warranty to be free from defects, under normal use and service, for a period of seven (7) years from the date placed into service.

PUMP SEALS

The pump shall be equipped with self-adjusting, maintenance free mechanical shaft seals that shall not require manual adjustment. These seals shall be designed in a manner that they will remain functional enough to permit continued use of the pump in the unlikely event of a seal failure.

AIR PRIMER SYSTEM

The priming system shall be a Trident Emergency Products compressed air powered high efficiency, multi-stage, venturi based Air Prime System.

All wetted metallic parts of the priming system are to be of brass and stainless steel construction. A single panel mounted control will activate the priming pump and open the priming valve to the pump.

The priming components shall be mounted above the highest priming point on the suction side of the pump to permit air removal and allow for drainage. The primer shall also automatically drain when the panel control actuator is not in operation. The inlet side of the primer shall include a brass ‘wye’ type strainer with removable stainless steel fine mesh strainer to prevent entry of debris into the primer body.

The system shall employ an 80 PSI (5.5 bar) pressure protection valve, located on the chassis auxiliary air tank.

The primer shall be covered by a five (5) year parts warranty.

PRIMER CONTROL

There shall be one (1) push button control to actuate the primer control valve at the operator's panel.

DISCHARGE AND INLET MANIFOLDS

A pump manifold inlet shall be provided on the pump as required for the layout.

The inlet(s) shall protrude up to 2.00 inches (50 mm) away from the side panels and maintain a low connection height.

A discharge manifold shall also be added to the pressure side of the pump to feed the specified discharge waterways.

MAIN PUMP INLET-LEFT SIDE

A 6.00 inch (150 mm) pump manifold inlet shall be provided on the left side of the pump. The shorter style inlet shall protrude less than 2.00 inches (50 mm) away from the side panel, allowing an internal valve, when specified, to be installed and not protrude past the apparatus body sides while maintaining a low connection

height.

The main pump inlet shall have National Standard Threads and includes a removable screen designed to provide cathodic protection for reducing deterioration in the pump.

INTAKE WATERWAY VALVE

There shall be one (1) Akron electrically operated wafer valve mounted directly to the pump intake manifold and shall be located behind the pump panel.

The valve shall be mounted between the main pump body casting and the steamer inlet casting. A .25 inch (6.35 mm) quarter turn air bleeder valve shall be plumbed to the water supply side of the intake valve, by a .75 inch (19.05 mm) NPT port, to help evacuate air from the system and avoid cavitation of the pump.

VALVE CONTROLLER

The controller shall be an Akron Brass Style 9343 Navigator™ Pro 3.0 Valve Controller. The electric controls must be of true position feedback design, requiring no clutches in the motor or current limiting. The unit must be completely sealed with momentary open, close as well as an optional one touch full open feature to operate the actuator. Two additional buttons shall be available to be used for preset selection, preset activation and menu navigation.

The controller must have up to three preset locations that can be user set and easily recalled upon each use. The unit must be capable of being used in conjunction with at least two additional displays to control one valve. The unit must provide position indication through a full color backlit LCD display.

The display shall be a full color LCD display with a backlight. It shall have manual adjustment of the brightness as well as an auto-dimming option. The unit must carry a five year warranty.

INTAKE PRESSURE RELIEF VALVE

A Task Force Tips model #A18 Series pressure relief valve with a range of adjustment from 90 to 300 PSI shall be installed inside pump compartment piped to the suction side of the pump.

The valve shall be preset at 125 PSI (860 kPa) suction inlet pressure. The valve shall be installed inside the pump compartment where it will be easily accessible for future adjustment. The excess water shall be plumbed to the atmosphere and shall dump on the opposite side of the pump operator.

For normal pumping operations, the relief valve shall not be capped and there shall be a placard installed stating "DO NOT CAP".

INTAKE VALVE MANUAL OVERRIDE

One (1) manual override shall be accessible at the pump panel to facilitate operation of the valve in case of a failure in the valve's electrical wiring and/or motor.

6" CHROME PLATED CAP

There shall be one (1) 6.00 inch (150 mm) long handled chrome plated cap installed on the Steamer Inlet.

The cap shall be National Standard Thread.

MAIN PUMP INLET-RIGHT SIDE

A 6.00 inch (150 mm) pump manifold inlet shall be provided on the right side of the pump. The shorter style inlet shall protrude less than 2.00 inches (50 mm) away from the side panel, allowing an internal valve, when specified, to be installed and not protrude past the apparatus body sides while maintaining a low connection height.

The main pump inlet shall have National Standard Threads and includes a removable screen designed to provide cathodic protection for reducing deterioration in the pump.

INTAKE WATERWAY VALVE

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to the atmosphere and shall dump on the opposite side of the pump operator.

For normal pumping operations, the relief valve shall not be capped and there shall be a placard installed stating "DO NOT CAP".

INTAKE VALVE MANUAL OVERRIDE

One (1) manual override shall be accessible at the pump panel to facilitate operation of the valve in case of a failure in the valve's electrical wiring and/or motor.

6" CHROME PLATED CAP

There shall be one (1) 6.00 inch (150 mm) long handled chrome plated cap installed on the Steamer Inlet.

The cap shall be National Standard Thread.

MASTER DRAIN VALVE

A Trident manifold type drain valve shall be installed in the pump compartment. All pump drains shall be connected to the master drain valve. The drain valve shall be controlled from the left side lower pump house sill. The control shall be a hand wheel knob marked “open” and “closed”.

The drain shall be located such that it shall not interfere with pumping operations or function such as soft suction hoses, etc. nor shall it protrude past the outer edge of the apparatus, to prevent damage to the valve.

In some cases, it is necessary to locate the master drain in a secondary location to ensure proper draining. If no lower or vertical sill exists, the drain shall be located below the bottom outside edge of the hose body near the forward most corner on the driver’s side hose body. The drain shall not protrude past the outer edge of the body, thus preventing damage to the valve.

PUMP COOLING LINE

There shall be a .38 inch (9.5 mm) line running from the pump to the water tank to assist in keeping the pump water from overheating. A valve shall be installed on the operator's panel.

PUMP ANODES

Two (2) pump anodes shall be installed in the pumping system, one (1) on the discharge side and one (1) on the suction side, to prevent damage from galvanic corrosion within the pump system.

STAINLESS STEEL PLUMBING

All auxiliary suction and discharge plumbing related fittings, and manifolds shall be fabricated with a minimum of 3.00 inch (77 mm), or greater as required by design, schedule 10 stainless steel pipe; brass or high pressure flexible piping with stainless steel couplings. Galvanized components and/or iron pipe shall NOT be accepted to ensure long life of the plumbing system without corrosion or deterioration of the waterway system. Where waterway transitions are critical (elbows, tees, etc.), no threaded fittings shall be allowed to promote the smooth transition of water flow to minimize friction loss and turbulence. All piping components and valves shall be

non-painted, unless otherwise specified. All piping welds shall be wire brushed and cleaned for inspection and appearance.

The high pressure flexible piping shall be black SBR synthetic rubber hose with 700 PSI working pressure and 1200 PSI burst pressure for flexible piping sizes 1.50 inches (38 mm) through 4.00 inches (100 mm). Sizes .75 inch (19 mm), 1.00 inch (25 mm) and 5.00 inches (125 mm) are rated at 250 PSI working pressure and 1000 PSI burst pressure. All sizes are rated at 30 in HG vacuum. Reinforcement consists of two plies of high tensile strength tire cord for all sizes and helix wire installed in sizes 1.00 inch (25 mm) through 5.00 inches (125 mm) for maximum performance in tight bend applications. The material has a temperature rating of -40 degrees Fahrenheit to +210 degrees Fahrenheit.

The stainless steel full flow couplings are precision machined from high tensile strength stainless steel. All female couplings are brass. Mechanical grooved and male .75 inch (19 mm) and 1.00 inch (25 mm) couplings are brass. A high tensile strength stainless steel ferrule with serrations on the I.D. is utilized to assure maximum holding power when fastening couplings to hose.

PUMP HOUSE LINE PROTECTION

All drain lines for the discharges, suctions, ABS discharge gauge lines and any other appropriate connections in the pump house area shall have a protective cover provided on the lines in the required areas of the lines to prevent the lines from rubbing on any other components in the pump house area.

All drain lines, ABS lines, high pressure discharge lines and electrical wiring in the pump house area shall be properly and neatly routed, wire tied, and rubber coated “P” clamped, to keep the items secured.

PLUMBING TERMINATION SECUREMENT

All plumbing termination caps and plugs for intakes and discharges, shall be secured by a chain.

DRAIN VALVES

An Innovative Controls 3/4" quarter turn drain valve shall be included on each discharge, gated intake, and steamer valve (if applicable). A side stem, long stroke chrome plated lift handle shall be provided on the drain valve to facilitate use with a gloved hand. The drain valve shall have an ergonomically designed handle with a recessed verbiage tag area easily read by the operator before opening.

The drain valve shall be connected to the valve with a flexible hose that is routed in such a manner as to assure complete drainage to below the apparatus.

LEFT SIDE INLET

There shall be one (1) gated suction inlet with .75 inch (19mm) bleeder installed on the left side of the apparatus with the following specified components.

INTAKE VALVE

A 2.50 inch (65 mm) Akron Brass 8000 series rack and sector actuated valve with a push pull control at the

valve.

INTAKE VALVE CONTROL

The intake shall be controlled from a rack and sector actuator having an ergonomically designed T-handle. The handle shall be chrome-plated with name plate insertion recess area.

INTAKE PLUMBING

The plumbing shall consist of 2.50 inch (65 mm) piping and shall incorporate a manual drain control installed below the pump area for ease of access.

SUCTION/INTAKE TERMINATION

The termination shall include the following components:

One (1) 2.50 inch (65 mm) NST swivel female straight adapter with screen

One (1) 2.50 inch (65 mm) self-venting plug.

RIGHT SIDE INLET

There shall be one (1) gated suction inlet with .75 inch (19mm) bleeder installed on the right side of the apparatus with the following specified components.

INTAKE VALVE

A 2.50 inch (65 mm) Akron Brass 8000 series rack and sector actuated valve with a push pull control at the valve.

INTAKE VALVE CONTROL

The intake shall be controlled from a rack and sector actuator having an ergonomically designed T-handle. The handle shall be chrome-plated with name plate insertion recess area.

INTAKE PLUMBING

The plumbing shall consist of 2.50 inch (65 mm) piping and shall incorporate a manual drain control installed below the pump area for ease of access.

SUCTION/INTAKE TERMINATION

The termination shall include the following components:

One (1) 2.50 inch (65 mm) NST swivel female straight adapter with screen

One (1) 2.50 inch (65 mm) self-venting plug.

LEFT SIDE DISCHARGE

There shall be one (1) gated discharge installed on the left side of the apparatus with the following specified

components.

DISCHARGE VALVE

A 2.50 inch (65 mm) Akron Brass 8000 series 'electric valve' with stainless steel ball.

STYLE 9345 NAVIGATOR PRO 3.0 VALVE CONTROLLER

The controller shall be an Akron Brass Style 9345 Navigator Pro™ 3.0 Valve Controller and shall be installed at the pump operator's panel location. The electric controller must be of true position feedback design, requiring no clutches in the motor or current limiting. The unit must be completely sealed with momentary open, close as well as an optional one touch full open feature to operate the actuator. Three additional buttons shall be available to be used for preset selection, preset activation, CAFS activation (if provided), and menu activation.

The unit must be capable of being connected to a Flow Sensor and Pressure Sensor. The unit shall also provide an LCD display showing pressure and flow as well as valve position indication. Valve position indication must be determined from true position feedback and indicate the exact position of the valve.

The unit must be able to be programmed to GPM or LPM for flow as well as PSI, kPa, or Bar for pressure. The unit must be capable of turning on and off a solenoid used in a CAFS system (if provided). The only calibration required is to set the unit to the valve during the initial set up. No other calibration shall be required.

The display shall be a full color LCD display with a backlight. It shall have a manual adjustment of the brightness as well as an auto-dimming option.

DISCHARGE PLUMBING

The plumbing shall consist of 2.50 inch (65 mm) piping and shall incorporate a manual drain control installed below the pump area for ease of access.

DISCHARGE TERMINATION

The discharge termination shall include the following components:

One (1) 2.50 inch (65 mm) Male NST adapter

One (1) 2.50 inch (65 mm) NST female swivel by male with 30 degree polished elbow

One (1) 2.50 inch (65 mm) female self-venting cap.

RIGHT SIDE DISCHARGE

There shall be one (1) gated discharge installed on the right side of the apparatus with the following specified components.

DISCHARGE VALVE

A 2.50 inch (65 mm) Akron Brass 8000 series 'electric valve' with stainless steel ball.

STYLE 9345 NAVIGATOR PRO 3.0 VALVE CONTROLLER

The controller shall be an Akron Brass Style 9345 Navigator Pro™ 3.0 Valve Controller and shall be installed at the pump operator's panel location. The electric controller must be of true position feedback design, requiring no clutches in the motor or current limiting. The unit must be completely sealed with momentary open, close as well as an optional one touch full open feature to operate the actuator. Three additional buttons shall be available to be used for preset selection, preset activation, CAFS activation (if provided), and menu activation.

The unit must be capable of being connected to a Flow Sensor and Pressure Sensor. The unit shall also provide an LCD display showing pressure and flow as well as valve position indication. Valve position indication must be determined from true position feedback and indicate the exact position of the valve.

The unit must be able to be programmed to GPM or LPM for flow as well as PSI, kPa, or Bar for pressure. The unit must be capable of turning on and off a solenoid used in a CAFS system (if provided). The only calibration required is to set the unit to the valve during the initial set up. No other calibration shall be required.

The display shall be a full color LCD display with a backlight. It shall have a manual adjustment of the brightness as well as an auto-dimming option.

DISCHARGE PLUMBING

The plumbing shall consist of 2.50 inch (65 mm) piping and shall incorporate a manual drain control installed below the pump area for ease of access.

DISCHARGE TERMINATION

The discharge termination shall include the following components:

One (1) 2.50 inch (65 mm) Male NST adapter

One (1) 2.50 inch (65 mm) NST female swivel by male with 30 degree polished elbow

One (1) 2.50 inch (65 mm) female self-venting cap.

RIGHT SIDE MASTER DISCHARGE

There shall be one (1) master discharge installed on the right side of the apparatus provided with the following specified components.

DISCHARGE VALVE

A 4.00 inch (100 mm) Akron Brass 8000 series 'electric valve' with a bronze flat ball.

STYLE 9345 NAVIGATOR PRO 3.0 VALVE CONTROLLER

The controller shall be an Akron Brass Style 9345 Navigator Pro™ 3.0 Valve Controller and shall be installed at the pump operator's panel location. The electric controller must be of true position feedback design, requiring no

clutches in the motor or current limiting. The unit must be completely sealed with momentary open, close as well as an optional one touch full open feature to operate the actuator. Three additional buttons shall be available to be used for preset selection, preset activation, CAFS activation (if provided), and menu activation.

The unit must be capable of being connected to a Flow Sensor and Pressure Sensor. The unit shall also provide an LCD display showing pressure and flow as well as valve position indication. Valve position indication must be determined from true position feedback and indicate the exact position of the valve.

The unit must be able to be programmed to GPM or LPM for flow as well as PSI, kPa, or Bar for pressure. The unit must be capable of turning on and off a solenoid used in a CAFS system (if provided). The only calibration required is to set the unit to the valve during the initial set up. No other calibration shall be required.

The display shall be a full color LCD display with a backlight. It shall have a manual adjustment of the brightness as well as an auto-dimming option.

DISCHARGE PLUMBING

The plumbing shall consist of 4.00 inch (100 mm) piping and shall incorporate a manual drain control installed below the pump area for ease of access.

DISCHARGE TERMINATION

The discharge termination shall include the following components:

One (1) 4.00 inch (100 mm) NST adapter

One (1) 4.00 inch (100 mm) NST female by 5.00 inch (125 mm) Storz with 30 degree elbow

One (1) 5.00 inch (125 mm) Storz cap.

LEFT REAR DISCHARGE

There shall be one (1) gated discharge installed on the left rear of the apparatus with the following specified components.

DISCHARGE VALVE

A 2.00 inch (50 mm) Akron Brass 8000 series 'electric valve' with stainless steel ball.

STYLE 9345 NAVIGATOR PRO 3.0 VALVE CONTROLLER

The controller shall be an Akron Brass Style 9345 Navigator Pro™ 3.0 Valve Controller and shall be installed at the pump operator's panel location. The electric controller must be of true position feedback design, requiring no clutches in the motor or current limiting. The unit must be completely sealed with momentary open, close as well as an optional one touch full open feature to operate the actuator. Three additional buttons shall be available to be used for preset selection, preset activation, CAFS activation (if provided), and menu activation.

The unit must be capable of being connected to a Flow Sensor and Pressure Sensor. The unit shall also provide an LCD display showing pressure and flow as well as valve position indication. Valve position indication must be determined from true position feedback and indicate the exact position of the valve.

The unit must be able to be programmed to GPM or LPM for flow as well as PSI, kPa, or Bar for pressure. The unit must be capable of turning on and off a solenoid used in a CAFS system (if provided). The only calibration required is to set the unit to the valve during the initial set up. No other calibration shall be required.

The display shall be a full color LCD display with a backlight. It shall have a manual adjustment of the brightness as well as an auto-dimming option.

DISCHARGE PLUMBING

The plumbing shall consist of 2.00 inch (50 mm) piping and shall incorporate a manual drain control installed below the pump area for ease of access.

DISCHARGE TERMINATION

The discharge shall terminate with an NST termination.

All other terminations shall be provided by the department or dealer after delivery of the apparatus.

STYLE 9345 NAVIGATOR PRO 3.0 VALVE CONTROLLER

The controller shall be an Akron Brass Style 9345 Navigator Pro™ 3.0 Valve Controller and shall be installed at the pump operator's panel location. The electric controller must be of true position feedback design, requiring no clutches in the motor or current limiting. The unit must be completely sealed with momentary open, close as well as an optional one touch full open feature to operate the actuator. Three additional buttons shall be available to be used for preset selection, preset activation, CAFS activation (if provided), and menu activation.

The unit must be capable of being connected to a Flow Sensor and Pressure Sensor. The unit shall also provide an LCD display showing pressure and flow as well as valve position indication. Valve position indication must be determined from true position feedback and indicate the exact position of the valve.

The unit must be able to be programmed to GPM or LPM for flow as well as PSI, kPa, or Bar for pressure. The unit must be capable of turning on and off a solenoid used in a CAFS system (if provided). The only calibration required is to set the unit to the valve during the initial set up. No other calibration shall be required.

The display shall be a full color LCD display with a backlight. It shall have a manual adjustment of the brightness as well as an auto-dimming option.

LEFT REAR DISCHARGE

There shall be one (1) gated discharge installed on the left rear of the apparatus, inboard location, with the following specified components.

DISCHARGE VALVE

A 2.00 inch (50 mm) Akron Brass 8000 series 'electric valve' with stainless steel ball.

STYLE 9345 NAVIGATOR PRO 3.0 VALVE CONTROLLER

The controller shall be an Akron Brass Style 9345 Navigator Pro™ 3.0 Valve Controller and shall be installed at the pump operator's panel location. The electric controller must be of true position feedback design, requiring no clutches in the motor or current limiting. The unit must be completely sealed with momentary open, close as well as an optional one touch full open feature to operate the actuator. Three additional buttons shall be available to be used for preset selection, preset activation, CAFS activation (if provided), and menu activation.

The unit must be capable of being connected to a Flow Sensor and Pressure Sensor. The unit shall also provide an LCD display showing pressure and flow as well as valve position indication. Valve position indication must be determined from true position feedback and indicate the exact position of the valve.

The unit must be able to be programmed to GPM or LPM for flow as well as PSI, kPa, or Bar for pressure. The unit must be capable of turning on and off a solenoid used in a CAFS system (if provided). The only calibration required is to set the unit to the valve during the initial set up. No other calibration shall be required.

The display shall be a full color LCD display with a backlight. It shall have a manual adjustment of the brightness as well as an auto-dimming option.

DISCHARGE PLUMBING

The plumbing shall consist of 2.00 inch (50 mm) piping and shall incorporate a manual drain control installed below the pump area for ease of access.

DISCHARGE TERMINATION

The discharge shall terminate with an NST termination.

All other terminations shall be provided by the department or dealer after delivery of the apparatus.

RIGHT REAR DISCHARGE

There shall be one (1) gated discharge installed on the left rear of the apparatus with the following specified components.

DISCHARGE VALVE

A 2.00 inch (50 mm) Akron Brass 8000 series 'electric valve' with stainless steel ball.

STYLE 9345 NAVIGATOR PRO 3.0 VALVE CONTROLLER

The controller shall be an Akron Brass Style 9345 Navigator Pro™ 3.0 Valve Controller and shall be installed at the pump operator's panel location. The electric controller must be of true position feedback design, requiring no clutches in the motor or current limiting. The unit must be completely sealed with momentary open, close as

well as an optional one touch full open feature to operate the actuator. Three additional buttons shall be available to be used for preset selection, preset activation, CAFS activation (if provided), and menu activation.

The unit must be capable of being connected to a Flow Sensor and Pressure Sensor. The unit shall also provide an LCD display showing pressure and flow as well as valve position indication. Valve position indication must be determined from true position feedback and indicate the exact position of the valve.

The unit must be able to be programmed to GPM or LPM for flow as well as PSI, kPa, or Bar for pressure. The unit must be capable of turning on and off a solenoid used in a CAFS system (if provided). The only calibration required is to set the unit to the valve during the initial set up. No other calibration shall be required.

The display shall be a full color LCD display with a backlight. It shall have a manual adjustment of the brightness as well as an auto-dimming option.

DISCHARGE PLUMBING

The plumbing shall consist of 2.00 inch (50 mm) piping and shall incorporate a manual drain control installed below the pump area for ease of access.

DISCHARGE TERMINATION

The discharge shall terminate with an NST termination.

All other terminations shall be provided by the department or dealer after delivery of the apparatus.

DELETE

DELETE

DECK GUN MONITOR WATERWAY

There shall be one (1) deck gun monitor waterway installed on the apparatus with the following components.

DISCHARGE VALVE

A 3.00 inch (77 mm) Akron Brass 8000 series 'electric valve' with stainless steel ball.

STYLE 9345 NAVIGATOR PRO 3.0 VALVE CONTROLLER

The controller shall be an Akron Brass Style 9345 Navigator Pro™ 3.0 Valve Controller and shall be installed at the pump operator's panel location. The electric controller must be of true position feedback design, requiring no clutches in the motor or current limiting. The unit must be completely sealed with momentary open, close as well as an optional one touch full open feature to operate the actuator. Three additional buttons shall be available to be used for preset selection, preset activation, CAFS activation (if provided), and menu activation.

The unit must be capable of being connected to a Flow Sensor and Pressure Sensor. The unit shall also provide an LCD display showing pressure and flow as well as valve position indication. Valve position indication must be determined from true position feedback and indicate the exact position of the valve.

The unit must be able to be programmed to GPM or LPM for flow as well as PSI, kPa, or Bar for pressure. The unit must be capable of turning on and off a solenoid used in a CAFS system (if provided). The only calibration required is to set the unit to the valve during the initial set up. No other calibration shall be required.

The display shall be a full color LCD display with a backlight. It shall have a manual adjustment of the brightness as well as an auto-dimming option.

DELUGE PLUMBING

The deluge waterway shall consist of 3.00 inch (77 mm) piping and shall be drained with an auto-drain located at the lowest point of the waterway plumbing if required.

DELUGE PIPE LOCATION

The deluge pipe shall be located in the hose bed dunnage area, toward the center location.

DELUGE WATERWAY TERMINATION

The deluge waterway shall be capped with a stainless steel cap to allow for future installation of deck gun monitor.

PIPE EXTENSION

The deluge waterway plumbing shall extend 5.00 inches (125 mm) above the top of the pump compartment unless otherwise specified by overall height requirement. A cap on the plumbing shall be provided.

FRONT BUMPER DISCHARGE OUTLET

One (1) front bumper discharge outlet shall be provided and installed in the location specified.

DISCHARGE VALVE

A 2.00 inch (50 mm) Akron Brass 8000 series 'electric valve' with stainless steel ball.

STYLE 9345 NAVIGATOR PRO 3.0 VALVE CONTROLLER

The controller shall be an Akron Brass Style 9345 Navigator Pro™ 3.0 Valve Controller and shall be installed at the pump operator's panel location. The electric controller must be of true position feedback design, requiring no clutches in the motor or current limiting. The unit must be completely sealed with momentary open, close as well as an optional one touch full open feature to operate the actuator. Three additional buttons shall be available to be used for preset selection, preset activation, CAFS activation (if provided), and menu activation.

The unit must be capable of being connected to a Flow Sensor and Pressure Sensor. The unit shall also provide an LCD display showing pressure and flow as well as valve position indication. Valve position indication must be determined from true position feedback and indicate the exact position of the valve.

The unit must be able to be programmed to GPM or LPM for flow as well as PSI, kPa, or Bar for pressure. The unit must be capable of turning on and off a solenoid used in a CAFS system (if provided). The only calibration required is to set the unit to the valve during the initial set up. No other calibration shall be required.

The display shall be a full color LCD display with a backlight. It shall have a manual adjustment of the brightness as well as an auto-dimming option.

DISCHARGE PLUMBING

The plumbing shall consist of 2.00 inch (50 mm) piping and incorporate a manual drain control installed below the pump area for ease of access. Auto-drain(s) shall be installed in the discharge piping at lowest point of the plumbed system.

AIR BLOWOUT FRONT BUMPER DISCHARGE

There shall be an air "blowout" system provided and installed for the front bumper discharge drainage.

The air blow out system shall be connected to the chassis air brake system. A check valve shall be provided between the chassis system and the front bumper discharge blow out system. There shall be a manual control valve provided on the pump operator's panel for the air blow out system.

DISCHARGE TERMINATION

The discharge termination shall include the following components:

One (1) 2.00 inch (50 mm) NPT x 1.50 inch (38 mm) NST, polished stainless steel chiksan swivel

FRONT BUMPER DISCHARGE LOCATION

The front bumper discharge shall be mounted on top of the bumper apron of the front bumper extension. The discharge shall be placed outboard of the frame rail extensions on the right side.

FRONT BUMPER DISCHARGE CHIKSAN GUARD

The front bumper discharge chiksan shall include a chiksan guard installed on the front bumper apron to prevent the chiksan from hitting the cab. The guard shall be fabricated of smooth aluminum with a dual-action sanded finish on all sides. There shall be two (2) rubber bumper stops installed on the guard to protect the chrome chiksan.

BOOSTER REEL

There shall be an electric rewind booster reel with automatic brake installed on the apparatus. The booster reel shall have a capacity to handle 1.00-inch diameter (25.4 mm) booster hose.

There shall be a manual rewind device provided. A manual crank shall be mounted adjacent to booster reel.

BOOSTER HOSE- FIRE DEPARTMENT PROVIDED

The booster hose shall be provided and installed by the Fire Department before the truck is placed into service.

REEL FINISH

The hose reel specified shall be steel and painted the standard silver utilized by Hannay.

HOSE REEL VALVE

The reel shall be plumbed to the pump with a 1.00 inch (25.40 mm) quarter turn Akron brass 8000 series ball valve and 1.00 inch (25.40 mm) high pressure hose and couplings.

The valve shall be controlled from the operator's panel with an air actuated switch.

REWIND ACTIVATION

A toe kick style electric rewind switch shall be installed above the running board on the vertical face of the pump panel.

The activator shall be of a toe kick button design and shall be easily operated by a foot placed on the running board. The rewind switch shall be located on the same side as the hose reel.

The switch shall be labeled "HOSE REEL".

HOSE REEL LOCATION

The hose reel shall be mounted in the pump dunnage compartment

HOSE REEL ROLLERS

There shall be a four-way roller assembly provided and installed directly to the reel.

HOSE REEL BLOW OUT

There shall be an air "blowout" system provided and installed on the apparatus. The air blow out system shall be connected to the chassis air brake system. A check valve shall be installed between the chassis system and the reel blow out system. A ¼ turn manual control valve shall be installed on the pump operator's panel for the air blow out system.

The valve shall be labeled “REEL BLOW OUT”.

BOOSTER REEL GAUGE

There shall be no pressure gauge supplied for the Booster Reel.

APPARATUS PLUMBING LABELING

Innovative Controls verbiage tag bezels shall be installed. The bezel assemblies will be used to identify apparatus components. These tags shall be designed and manufactured to withstand the specified apparatus service environment and shall be backed by a warranty equal to that of the exterior paint and finish. The verbiage tag bezel assemblies shall include a chrome-plated panel-mount bezel with durable easy-to-read UV resistant polycarbonate inserts featuring the specified verbiage and color coding. These UV resistant polycarbonate verbiage and color inserts shall be subsurface screen printed to eliminate the possibility of wear and protect the inks from fading. Both the insert labels and bezel shall be backed with 3M permanent adhesive, which meets UL969 and NFPA standards.

TANK TO PUMP LINE

The connection between the tank and the pump shall be capable of the flow recommendations as set forth in NFPA, Standard for Automotive Fire Apparatus, latest revision and shall be tested to those standards when the pump is being certified.

One (1) non-collapsible flexible hose and valve shall be incorporated into the tank to pump plumbing to allow movement in the line as the chassis flexes to avoid damage during normal road operation. Four (4) inch stainless steel schedule 10 piping shall be used to complete the connection from the tank to pump valve to the water tank.

TANK TO PUMP CHECK VALVE

There shall be a tank to pump check valve, conforming to NFPA standard requirements to prevent water from back flowing at an excessive rate if the pump is being supplied from a pressurized source. The check valve shall be mounted as an integral part of the pump suction extension. A hole up to .25 inch (6.00 mm) is allowable in the check valve to release steam or other pressure buildup so that the void between the valve and check valve may drain of water that could be subject to freezing.

TANK TO PUMP VALVE

A 3.00 inch (77 mm) Akron Brass 8000 series 'electric valve' with stainless steel ball.

STYLE 9343 VALVE CONTROLLER

The controller shall be an Akron Brass Style 9343 Navigator Pro™ 3.0 Valve Controller and shall be installed at the pump operator's panel location. The electric controls must be of true position feedback design, requiring no clutches in the motor or current limiting. The unit must be completely sealed with momentary open, close as well as an optional one touch full open feature to operate the actuator. Two additional buttons shall be available to be used for preset selection, preset activation and menu navigation.

The unit must be capable of being used in conjunction with at least two additional displays to control one valve. The unit must provide position indication through a full color backlit LCD display. The display shall be a full color LCD display with a backlight. It shall have manual adjustment of the brightness as well as an auto-dimming option. The unit must carry a five year warranty.

TANK FILL LINE

One (1) 2.00 inch (50.80 mm) tank fill/recirculating line shall be installed from the pump directly to the booster tank.

TANK FILL VALVE

A 2.00 inch (50 mm) Akron Brass 8000 series 'electric valve' with stainless steel ball.

STYLE 9343 VALVE CONTROLLER

The controller shall be an Akron Brass Style 9343 Navigator Pro™ 3.0 Valve Controller and shall be installed at the pump operator's panel location. The electric controls must be of true position feedback design, requiring no

clutches in the motor or current limiting. The unit must be completely sealed with momentary open, close as well as an optional one touch full open feature to operate the actuator. Two additional buttons shall be available to be used for preset selection, preset activation and menu navigation.

The unit must be capable of being used in conjunction with at least two additional displays to control one valve. The unit must provide position indication through a full color backlit LCD display. The display shall be a full color LCD display with a backlight. It shall have manual adjustment of the brightness as well as an auto-dimming option. The unit must carry a five year warranty.

DIRECT TANK FILL

There shall be an external direct tank fill port installed on the rear of the apparatus.

A total quantity of one (1) shall be provided with the following specified components:

TANK FILL VALVE

A Fireman's Friend 4.00 inch (100 mm) valve(s) manufactured utilizing heavy gauge stainless steel casting (316), EPDM rubber seals, high-grade stainless steel springs and shafts, as well as stainless steel prevailing torque fasteners shall be installed.

DIRECT TANK FILL PLUMBING

The plumbing shall consist of 4.00-inch (100 mm) piping.

SUCTION INLET/INTAKE PLUMBING NO FINISH

Any piping in the rear or side compartment shall remain exposed and be left raw finish and exposed within the side compartment.

DIRECT TANK FILL TERMINATION

The direct tank fill shall terminate with a 4.00-inch Storz 30-degree elbow fitting and cap.

DIRECT TANK FILL LOCATION

One (1) direct tank fill shall be located on the lower center of the rear of apparatus.

TRI-MAX™ *Space Frame Body* - ALUMINUM

The apparatus body shall be a Tri-Max™ **Space Frame** design, which serves as an incredibly durable, structural body framework. This framework acts as a series of beams and columns that support and protect the body and its contents. The space frame design provides maximum torsional resistance and load capabilities. The entire space frame structure shall be welded together utilizing an A.W.S. Certified welding procedure.

The space frame design shall also be required because it provides energy absorbing impact zones in the structure, thus providing increased safety to the rest of the apparatus and personnel on board. Documented proof of this extra safety shall be required upon request.

The Tri-Max™ body structure shall consist entirely of closed section members, except where the body is mounted to the chassis. Closed section members (such as square, rectangular, triangular, or round tubes) are required because they provide maximum strength and torsion rigidity. This solid tubular structural style of design ultimately adds longevity to the body structure by eliminating flex and twists in material, creating less stress and fatigue. Body designs that use independent sub-frames will not be acceptable.

BODY STRUCTURE MEMBERS

The space frame body shall have triangular shaped structural members in certain areas of the body. This shape is required to prevent loss of useable compartment space. Other body structure members shall be square or rectangular. Each structural member will have a nominal outside dimension of 2.50 inches (63.50 mm) in at least one direction. The body shall be designed for maximum strength to weight ratio, therefore the gauge of sheet metal and structural members varies from .125 inches (3.18 mm) to .250 inches (6.35 mm) throughout, dependent on the design requirement.

BODY MATERIAL TYPE

All body structural members shall be Aluminum 6061-T6 alloy material. All .125 inch (3.18 mm) sheet material shall be Aluminum Alloy 5052-H32, and .250 inch (6.35 mm) sheet materials shall be Aluminum Alloy 3003. These alloys are required because it provides optimum all-around performance for strength, manufacturing properties, and corrosion resistance.

ECK® ANTI-CORROSION PROCESS

Absolutely no dissimilar metals shall be used in the body and its supporting substructure without being separated by Eck®, which prevents corrosion by providing a barrier between dissimilar metals, sealing out moisture and absorbing energy created by a dissimilar metal reaction.

FRONT BODY COMPARTMENT WALLS

The front compartment walls of both forward most compartments shall be sheet finished. No overlay material shall be visible from the interior of the compartments.

REAR BODY COMPARTMENT WALLS

The rear compartment walls of both rearward most compartments shall be sheet finished. No overlay material shall be visible from the interior of the compartments. Access panels from the rear walls shall be strategically placed to ensure access to the rear taillight clusters for any servicing that may be completed.

COMPARTMENT TOP

The top of the compartments shall be an integral portion of the body. No overlay material shall be visible from the interior of the compartments.

COMPARTMENT FLOORS

The body compartments shall be enclosed with aluminum sheet metal as specified above. The compartment floors shall have a 1.00 inch (25.40 mm) lip downward at the door opening side of the compartment. This lip shall integrate with a structural member on the bottom edge and form a "sweep-out" compartment. This design shall also allow for a structural flush fitting door frame and a complete door/weather seal.

COMPARTMENT LOAD CAPACITY

Each compartment shall have a minimum of one additional structural compartment floor support centered on the underside of the compartment floor. This additional member shall be integral with the rest of the body structure. Each compartment must be designed, and 3rd party analyzed to carry a working load of:

Full depth side compartment: 1,000 lbs (453.59 kg) per compartment
Half depth side compartment: 750 lbs (340.19 kg) per compartment
Rear center compartment: 1,500 lbs (680.39 kg)

NOTE: These values are for design purposes only for individual compartment construction and are not meant to be used as an actual overall weight rating for equipment load per compartment for the specified apparatus. The apparatus shall be engineered such that the completed unit, when loaded to its estimated in-service weight, shall comply with the gross axle weight ratings {GAWR}, the overall gross vehicle weight rating {GVWR}, and the chassis manufacturer's load balance guidelines per NFPA.

EXTERIOR HOSE BED WALLS

The exterior hose bed walls shall be an integral portion of the body. The wall shall give a smooth exterior look and finish with no vertical supports tubing visible from the exterior of the truck.

FASTENERS

All bolts and nuts used in the finish construction of the apparatus shall be coated stainless steel which helps prevent dissimilar metal electrolytic reaction and corrosion. Any bolt extending into a compartment or into the hose bed area shall have an acorn nut attached or be protected in such manner where sharp edges are avoided.

FINITE ELEMENT ANALYSIS

The proposed body design must have completed a review and analysis by a legitimate 3rd party engineering firm. At a minimum, the 3rd party must have conducted a computer model finite element analysis of the proposed design. The analysis is to include real world working load scenarios. Analysis to cover both static and dynamic situations must be completed. The purpose of the finite element analysis is to ensure proper design of the apparatus body, and that it is capable of carrying the typical fire apparatus loads and those specified by NFPA for equipment. The analysis process must conclude that the body structure is properly designed and manufactured to provide longevity under normal conditions. The 3rd party must also validate the manufacturing processes are consistent with the design and analysis performed. Proof of having completed this testing must be submitted with the bid.

PPG PAINT SPECIFICATIONS

All bright metal fittings, if unavailable in stainless steel, shall be heavily chrome plated.

Critical body and sub-frame area which cannot be primed after assembly shall be pre-painted.

All welded metal surfaces shall be ground to a smooth surface prior to a degreasing and high pressure, high temperature phosphatizing process. The entire surface shall be sprayed with a non-chromate sealing compound to prevent formulation of stains or flash rust on previously phosphatized parts.

The paint applied to the apparatus shall be PPG Industries Delta® brand, applied throughout a multi-step process including at least two coats of each color and clear coat finish.

The coating shall be an infra-red, baked air dried. The coatings shall provide full gloss finished suitable for application by high-pressure airless or conventional low pressure air atomizing spray.

The coatings shall not contain lead, cadmium or arsenic. The polyisocyanate component shall consist of only aliphatic isocyanates, with no portion being aromatic isocyanates in character. The solvents used in all components and products shall not contain ethylene glycol mono-ethyl ethers or their acetates (commercially recognized as cello solves), nor shall they contain any chlorinated hydrocarbons. The products shall have no adverse effects on the health or nor present any unusual hazard to personnel when used according to manufacturer's recommendations for handling and proper protective safety equipment, and for its intended use.

The coating system, as supplied and recommended for application, shall meet all applicable federal, state and local laws and regulations now in force or at any time during the courses of the bid.

The manufacturer shall supply (upon request) for each product and component of the system, a properly complete OSHA "Safety Data Sheet".

The following documents of the issue in effect on the date of the invitation to quote form a part of this document to the extent specified herein:

Federal Standards: Number 141A and 141B paint, varnish, lacquer and related material: methods of inspection, sampling, and testing.

Military Standard: MIL-C 83486B Coating, Urethane, Aliphatic Isocyanates, for Aerospace applications.

Industry Methods and Standards: ASTM Method of Analysis (American Society for testing and Materials). BMS 10-72A (Boeing Material Specifications).

The entire exterior body structure (excluding roll-up doors) shall receive the primer coats and the finish coats. The apparatus body will be painted in a down draft type paint booth to reduce dust, dirt or impurities in the finish paint. The painted surfaces shall have a finish with no runs, sags, craters, pinholes or other defects. The coating will meet the following test performance properties as a minimum standard.

BODY PAINT COLOR

The apparatus body shall be painted to match Pierce 90

SUPERLINER COMPARTMENT FINISH

The compartment interiors shall be coated with Superliner.

COMPARTMENT FINISH COLOR

The Superliner Color shall be Medium Gray.

STRUCTURAL BODY WARRANTY

A structural Aluminum body warranty shall be provided by the apparatus manufacturer for products of its manufacture to be free from defects in material and workmanship under normal use and service for a period of ten (10) years.

PAINT WARRANTY

A Prorated Paint Warranty shall be provided by the apparatus manufacturer for products of its manufacture to be free from defects in material and workmanship, under normal use and service, for a period of ten (10) years.

DIAMOND PLATE FRONT OVERLAYS

The entire front face of the apparatus body shall have aluminum diamond plate overlays installed.

RAW ALUMINUM REAR OVERLAYS

The entire rear face of the apparatus body shall have raw aluminum overlays installed for the installation of chevron striping.

All overlay materials shall be coated with adhesive sealant on the back portion to provide an insulating barrier between dissimilar metals.

FRONT CORNER TRIM 1/8" ALUMINUM DIAMOND PLATE

The front of the apparatus body, vertical wall overlay shall be integrated with a .125 inch aluminum diamond plate 1.00 inch corner trim flange for edge protection. The vertical edge trim shall extend from the top to bottom and shall be fastened at a minimum of three locations, top, middle, and bottom.

REAR CORNER TRIM 1/8'' ALUMINUM DIAMOND PLATE

The rear face of the apparatus body, vertical wall overlays shall be installed with a .125 inch aluminum diamond plate 1.00 inch by 1.00 inch corner trim piece, for edge protection. The vertical edge trim shall extend from the top to bottom and shall be fastened at a minimum of three locations, top, middle, and bottom.

The vertical edge trim piece that is protecting the chevron striping surface or that is utilized for the purpose of striping, shall be secured utilizing fasteners only.

VIBRA-TORQ™ BODY MOUNTING SYSTEM

The entire body module assembly shall be mounted so that it "floats" above the chassis frame rails exclusively with Vibra-Torq™ torsion isolator assemblies to reduce the vibration and stress providing an extremely durable body mounting system.

The body substructure shall be mounted above the frame to allow independent flexing to occur between the body and the chassis. Each assembly shall be mounted to the chassis frame rails with steel, gusseted mounting brackets. Each bracket shall be powder coated for corrosion resistance. Each body mount bracket shall be mounted to the side chassis frame flange with two 5/8"-UNC Grade 8 HHCS.

Each assembly shall have a two-part rubber vibration isolator. The isolator shall be of a specific durometer to carry the necessary loads of the apparatus body, equipment, tank, water, and hose. The quantity of mounts utilized shall correspond directly to the anticipated weight being supported. Certain assemblies shall also incorporate a torsion spring. Helical coil springs shall be incorporated into specific mounts in tandem with the rubber isolators to minimize the stress absorbed by the body caused from chassis frame rail flexing.

There shall be no welding to the chassis frame rail sides, web or flanges, or drilling of holes in the top or bottom frame flanges between axles. All body to chassis connections shall be bolted so that in the event of an accident, the body shall be easily removable from the truck chassis for repair or replacement.

Because of the constant vibration and twisting action that occurs in chassis frame rails and suspension, the torsion mounting system is required to minimize the possibility of premature body structural failures. The Vibra-Torq™ body mounting system shall have a twenty (20) year or 100,000 miles limited warranty in accordance with, and subject to, warranty certificate RFW0541.

BODY STRUCTURE WIDTH

The width of the apparatus body from the outside of the left compartments to the outside of the right compartments shall be 99.00 inch (2.51 m) excluding any attached peripherals such as rub rails, fenderettes, grab handles, etc.

COMPARTMENT VENTILATION

To allow for proper air circulation & flow, each compartment shall have a venting route. The venting locations shall be determined by best-fit for each body configuration. Chrome louvered plate vents shall be installed appropriately on the compartment interior walls.

COMPARTMENTATION

The following compartments shall be supplied on the apparatus:

Compartment "L1"

There shall be one (1) full height compartment ahead of the rear wheels on the left side of the apparatus.

The approximate interior dimensions of this compartment shall 49.00 inches wide by 69.00 inches high with a lower depth of 25.50 inches and an upper depth of 12.00 inches.

The lower full depth should transition to half depth at 24" above compartment floor.

The framed opening shall measure approximately 46.50 inches wide by 65.00 inches high.

The compartment will have approximately 36.62 cubic feet of space.

Compartment "L2"

There shall be one (1) compartment located directly over the rear wheels on the left side of the apparatus.

The approximate interior dimensions of this compartment shall be 56.75 inches wide by 35.00 inches high with a depth of 12.00 inches.

The framed opening shall measure approximately 56.75 inches wide by 31.00 inches high.

The compartment will have approximately 14.37 cubic feet of space.

Compartment "L3"

There shall be one (1) compartment located directly over the rear wheels on the left side of the apparatus.

The approximate interior dimensions of this compartment shall be 56.75 inches wide by 35.00 inches high with a depth of 12.00 inches.

The framed opening shall measure approximately 56.75 inches wide by 31.00 inches high.

The compartment will have approximately 14.37 cubic feet of space.

Compartment "L4"

There shall be one (1) full height compartment located behind the rear wheels on the left side of the apparatus.

The approximate interior dimensions of this compartment shall be 49.00 inches wide by 69.00 inches high with an upper depth of 12.00 inches and the lower portion being transverse into the rear compartment, unless partitions are installed.

The lower full depth should transition to half depth at 24" above compartment floor

The framed opening shall measure approximately 46.50 inches wide by 65.00 inches high.

The compartment will have approximately 36.62 cubic feet of space.

Compartment "R1"

There shall be one (1) compartment located ahead of the rear wheels on the right side of the apparatus.

The approximate interior dimensions of this compartment shall be 49.00 inches wide by 46.50 inches high with an upper depth of 12.00 inches and the lower portion being transverse into the rear compartment, unless partitions are installed.

The framed opening shall measure approximately 46.50 inches wide by 42.50 inches high.

The lower full depth should transition to half depth at 24" above compartment floor

Compartment "R2"

There shall be one (1) compartment located over and forward the rear wheels on the right side of the apparatus.

The approximate interior dimensions of this compartment shall be 56.75 inches (1574.80 mm) wide by 17.00 inches high with a depth of 12.00 inches.

The framed opening shall measure approximately 56.75 inches (1574.80 mm) wide by 13.00 inches high.

Compartment "R3"

There shall be one (1) compartment located over and rearward the rear wheels on the right side of the apparatus.

The approximate interior dimensions of this compartment shall be 56.75 inches (1574.80 mm) wide by 17.00 inches high with a depth of 12.00 inches.

The framed opening shall measure approximately 56.75 inches (1574.80 mm) wide by 13.00 inches high.

Compartment "R4"

There shall be one (1) compartment located behind the rear wheels on the right side of the apparatus.

The approximate interior dimensions of this compartment shall be 49.00 inches wide by 46.50 inches high with an upper depth of 12.00 inches and the lower portion being transverse into the rear compartment, unless partitions are installed.

The lower full depth should transition to half depth at 24" above compartment floor

The framed opening shall measure approximately 46.50 inches wide by 42.50 inches high.

FLUSH FITTING HINGED DOOR CONSTRUCTION

All doors shall be a minimum of 2.00 inch (50.80 mm) thick with a return flange on the interior of the door to provide a mounting surface for the attachment of a door liner. Each door will have a weep hole to prevent interior moisture build up.

All door hinges shall be polished 14 gauge 304 stainless steel with a .25 inch (6.35 mm) diameter stainless steel pin. The hinges shall be mounted to provide easy door adjustment in the future without removing the door liner. The vertically hinged doors shall each have a stainless steel spring loaded door holder. The horizontally top hinged doors shall have a gas charged shock to hold the door in the up position.

Door handles shall be polished stainless steel D-ring style that are spring loaded and bidirectional. They shall be mounted on the doors of compartments with a single door or on the primary door of a compartment with vertical double doors. The latches shall attach to the door assembly without any fasteners penetrating the door skin material, with a rubber gasket provided between the D-ring handle and the door skin. The door latch assembly must be completely enclosed by the door assembly and inner door pan, to prevent damage from shifting equipment carried in the compartment.

The door latches to open the secondary door of a compartment with vertical double doors shall be "lever" style, located on the backside of the door. Once the primary door is opened, the handle shall be easily visible. Full height secondary doors will have the latch at the bottom of the door with all others door heights having the latch at the top of the door.

All hinged doors shall be a "flush" style to provide a flat appearance of the body side. The body shall form a 2.00 inch (50.80 mm) deep frame on all four sides to receive the door, preventing any door overlap. A clip on

rubber gasket shall be mounted on the door frame, providing a tight seal to prevent moisture and debris from entering the compartment. If catwalk(s) are specified for above the side compartment door openings, the design shall incorporate an outward bent flange to deflect moisture away from the door opening. If design does not allow for this, such as flush upper body panels and the top is capped, 'J' trim channel pieces shall be adhered along the top edge of the door openings where hinged doors are specified.

Lap type doors which utilize an outer lip to provide a weather seal, shall not be acceptable.

SIDE COMPARTMENT DOOR MATERIAL

All horizontal and vertical side compartment doors shall be fabricated of 5052 aluminum and finish painted to match the body.

DOOR LINER MATERIAL

The interior door liners shall be fabricated of 5052 smooth aluminum and shall be dual-action sanded finish.

REAR LOWER UTILITY COMPARTMENT

A rear utility compartment shall be installed at the rear of the apparatus.

The compartment shall be approximately 24.00 inches (609.60 mm) wide between the chassis frame rails, 25.00 inches (635.00 mm) deep (or as deep as allowed to the chassis layout) and a high as possible to frame rail height.

The compartment shall have an overlap aluminum diamond plate horizontally hinged drop down door installed with a D-ring latch.

If the door is not properly closed and the parking brake is released, it shall activate the hazard light in the cab to alert the crew.

FUEL TANK ACCESS PANEL

There shall be a horizontally bottom hinged access door located on the interior back wall of the rear center compartment for maintenance access to the chassis fuel tank. The door shall have mechanical push type latches with a heavy duty gasket.

REAR LOWER UTILITY COMPARTMENT LIGHTING

The rear utility compartment shall be illuminated with one (1) 9.00 inch (228.60 mm) model #RX-15T16 LED light mounted in a bezel at the top of the compartment near the door opening.

The light shall be activated when the compartment door is open.

DOOR ASSIST STRAP

There shall be a nylon strap installed on all lift up hinged doors to aid in operation. The 10.00 inch strap shall be attached to each lift up door liner with a footman loop using Nutserts.

DOOR OPEN INDICATOR

Each flush door body compartment shall be provided with an auto door switch. The switch shall be installed on the primary compartment door and activate the open door indicator when the door is opened.

The switch shall be of a magnetic style reed indicator type. Each switch shall be hermetically sealed rated to 10,000,000 cycles. The contact and magnetic housing shall snap-lock in the body material, one on the body and one in the door.

If the door is not properly closed and the parking brake is released, it shall activate the “hazard light” in the cab to alert the driver.

REAR CENTER COMPARTMENT

There shall not be a rear center compartment provided.

SILL PLATES

Brushed stainless steel sill plates shall be installed at the bottom of each body compartment door opening.

COMPARTMENT LIGHTING

Two (2) LED tube lights model #RX-15T16-5050 shall be installed in each body compartment. The tube lights shall be centered vertically along each side of the door framing and at maximum length available to fit the opening.

The lights in each compartment shall be on a separate circuit, turning on only those lights that have open compartment doors.

COMPARTMENT LIGHTING ACTIVATION

Each compartment light shall be activated with the ignition, park brake and the respective compartment door open switch.

REAR TAILBOARD

The rear of the apparatus body shall be vertical in design - otherwise known as a 'flat-back'.

The rear tailboard shall be fabricated of the same tubular materials as used in the apparatus body.

The tailboard shall be an independent assembly welded to the rear body structural framing to provide body protection and a solid rear stepping platform.

The rear step shall be designed to incorporate "crush zone" technology. This idea incorporates lighter materials in the tailboard than the body structure so the step will "crush" in a collision before the body structure.

On the rear body surface, a sign shall be attached that states: "DO NOT RIDE ON REAR STEP, DEATH OR

SERIOUS INJURY MAY RESULT."

The rear tailboard and body shall be constructed such that the angle of departure shall be no less than 8 degrees at the rear of the apparatus when fully loaded, per NFPA, Standard for Automotive Fire Apparatus.

TAILBOARD LENGTH

The rear tailboard shall be approximately 9.00 inches (228.60 mm) deep and shall incorporate a .188 inch (4.78 mm) embossed aluminum diamond plate overlay.

The stepping area shall span the width of the apparatus, overlapping the perimeter of the structural tailboard framework.

WHEEL WELLS

Wheel wells shall have semicircular black polymer composite inner liners that are bolted to the wheel well panel and supported inboard by brackets that are connected to the body framework. Each wheel well shall be a continuous piece with no breaks or ledges where road grime or debris may accumulate. This liner shall be removable for access to suspension assembly for repairs. There shall be no exception to the bolted wheel well inner liner requirement.

WHEEL WELL MODULES

The body wheel well area shall be fabricated of same material type as the body and finish painted. There shall be “smart storage” compartmentation features incorporated on each side of the apparatus body wheel well modules to utilize and maximize storage space availability.

LEFT FRONT WHEEL WELL

There shall be provisions in the wheel well on the left side in front of the axle.

WHEEL CHOCK COMPARTMENT

The compartment shall hold a set of Zico folding wheel chocks.

LEFT CENTER WHEEL WELL

There shall be provisions in the wheel well on the left side centered on the tandem axle.

SCBA COMPARTMENT

The compartment shall hold three (3) 6.75 inch (171.45 mm) Diameter x 24.00 inch (609.60 mm) long SCBA bottles with 1.00 inch (25.40 mm) nylon safety loops installed.

LEFT REAR WHEEL WELL

There shall be provisions in the wheel well on the left side behind the axle.

FUEL FILL & CYLINDER COMPARTMENT

The compartment shall accommodate the fuel fill and hold one (1) 6.75 inch (171.45 mm) Diameter x 24.00

inch (609.60 mm) long cylinder storage with 1.00 inch (25.40 mm) nylon safety loop installed.

SMART STORAGE FUEL FILL ASSEMBLY

There shall be a fuel fill assembly located on the apparatus body accessing the chassis supplied fuel tank. The assembly shall be located in the rear Smart Storage module specified behind the rear axle.

There shall be a drain in the fuel fill assembly to allow overflow to drain on the back side of the apparatus body. The fuel fill cap shall be manufactured of plastic materials, green in color and equipped with a tether.

The fuel fill cap shall be labeled "DIESEL FUEL". The fuel fill neck shall have a .375 inch inside diameter vent line installed from the top of the fuel tank to the fill tube.

RIGHT FRONT WHEEL WELL

There shall be provisions in the wheel well on the front side in front of the axle.

SCBA COMPARTMENT

The compartment shall hold three (3) 6.75 inch (171.45 mm) Diameter x 24.00 inch (609.60 mm) long SCBA bottles with 1.00 inch (25.40 mm) nylon safety loops installed.

RIGHT CENTER WHEEL WELL

There shall be provisions in the wheel well on the right side centered on the tandem

STORAGE COMPARTMENT

The compartment shall be for storage of miscellaneous equipment.

RIGHT REAR WHEEL WELL

There shall be provisions in the wheel well on the right side behind the axle.

SCBA COMPARTMENT

The compartment shall hold three (3) 6.75 inch (171.45 mm) Diameter x 24.00 inch (609.60 mm) long SCBA bottles with 1.00 inch (25.40 mm) nylon safety loops installed.

SMART STORAGE DOORS

The smart storage compartment doors shall be smooth and painted stainless steel to match body job color. Where a module storage compartment is specified, a hinged door shall be provided. Each compartment door shall be secured with a round chrome latch.

DOOR OPEN INDICATOR

There shall be a switch installed for each smart storage compartment door.

If the door is not properly closed and the parking brake is released, it shall activate the “hazard light” in the cab to alert the crew.

FENDERETTES

Two (2) polished stainless steel fenderettes shall be provided and installed on body rear wheel well openings, one (1) each side. Rubber welting shall be provided between the body and the crown to seal the seam and restrict moisture from entering. A dielectric barrier shall be provided between the fender crown fasteners (screws) and the fender sheet metal to resist deterioration.

HOSE STORAGE

A hose bed shall be provided and installed as long and as deep as the tank volume, rear configuration, and the body height allows. At a minimum the capacity of the hose bed shall meet the latest version of NFPA, Standard for Automotive Fire Apparatus.

The hose bed shall have a slotted .25 inch (6.35 mm) aluminum flooring installed to allow drainage through the tank cavity to the ground below.

The aluminum flooring shall be manufactured in discrete sections to allow for ease of removal and stability. The area shall be free of sharp edges to protect the hose when loading and unloading.

HOSE BED AREA

The hose bed area of the apparatus shall be overlaid with brushed stainless steel material.

HOSE BED AREA TRIMMED W/ BRUSHED SST

The vertical corners at the back hose bed shall be trimmed with brushed stainless steel. The trim shall extend from the hose floor level up to the top edge of the body side.

HOSE BED WALL HEIGHT

The walls of the hose bed shall be 90.00 inches (2.29 m) tall, measured from the bottom edge of the compartments to the top flange.

DEALER PROVIDED & INSTALLED HOSE RESTRAINT

The dealer shall provide a means of restraining the hose stored in the hose bed to prevent inadvertent deployment of hose during transit. A hose restraint safety label shall be affixed by the Dealership and visible to personnel at each hose storage area.

Webbing with Seatbelt Buckle Release

LED HOSE BED LIGHTING

There shall be four (4) 48.00 inch (122cm) LED tube lights model #RX-15T16-5050-122CM installed with protective angles. Two (2) each side at the top of the hose bed walls, centered from front to back.

HOSE BED LIGHT ACTIVATION

The hose bed lights shall be activated when the park brake is set.

HOSE BED DUNNAGE AREA

A vertical bulkhead shall be provided and installed at the front of the hose bed area, behind the water tank fill tower, forming a storage area that is separated from the hose bed.

The rear face of the bulkhead shall serve as a mounting surface for the hose bed dividers, resulting in the ability to move any hose bed divider across the entire width of the hose bed.

NO Embossed Floor Upgrade in Hose Bed Dunnage

HOSE BED DIVIDER(S)

There shall be a full height adjustable divider provided and installed in the hose bed area of the apparatus body.

The divider shall be fabricated of .25 inch (6.35 mm) thick aluminum plate with a double sided reinforcement and attached to the adjustable slide rails. The rear of the divider shall have a radius to provide a smooth corner. Hose payout shall be unobstructed by the divider.

There shall be a total of one (1) provided and installed in the hose bed.

SCALLOP CUTOUTS FOR HOSE BED DIVIDER(S)

Along the top edge of each adjustable hose bed divider specified there shall be equally spaced scalloped cutouts (belly cutouts) that shall be 10.00 inches, not to exceed more than half the height of the divider itself without affecting structural integrity. The number of cutouts shall be a maximum of four (4) depending on length of the divider.

HOSE LOAD

The hose bed shall accommodate the following hose loads:

BAY 1:
-150 feet of 2.00 inch hose

BAY 2:
-200 feet of 2.00 inch hose

BAY 3:
-200 feet of 2.00 inch hose

BAY 4:
-1050 feet of 5.00 inch hose

BAY 5:
-350 feet of 3.00 inch hose

TANK CAPACITY

The tank shall be 2250 gallons in capacity and have an 'L' configuration with the majority of the water being located at the front of the body creating a low hose bed.

SPARTAN POLY TANK

The water tank shall be designed to utilize cavities that have commonly been wasted space. The water tank may fill the void between the main hose bed floor and the top of the rear center compartment. This tank design shall provide for a lower overall tank height, resulting in a lower overall main hose bed height. In addition, this design shall create a lower center of gravity of the vehicle, for improved vehicle handling.

TANK CONSTRUCTION

The booster tank shall be constructed of poly sheet stock which is a non-corrosive stress relieved thermoplastic. It shall be designed to be completely independent of the body and compartments. All joints and seams are extrusion welded and/or tested for maximum strength and integrity. The top of the booster tank is fitted with lifting eyes designed to facilitate tank removal.

COVER

The tank cover shall be constructed of the same poly material as the rest of the tank and shall be recessed. A minimum of two lifting dowels shall be drilled to accommodate the lifting eyes.

BAFFLES

The swash partitions shall be manufactured of the same poly material as the rest of the tank. All partitions shall be equipped with vent and air holes to permit movement of air and water between compartments to provide maximum water flow. All swash partitions interlock and are welded to one another as well as to the walls of the tank.

MOUNTING

The tank shall have a reinforced floor for added strength and durability. The tank shall be isolated from the body substructure cross members with rubber strips that are 60 durometer in hardness. The tank shall sit nested inside the center body substructure and shall be completely removable without disturbing the body side panels. Tank stops on all four sides will keep the tank from shifting front to back or side to side.

TANK WARRANTY

A lifetime tank warranty will be provided by the tank manufacturer.

Please see the official warranty document in the appendix (attached) for specific details.

FILL TOWER

The fill tower opening shall be approximately 13.00 inches (330.20 mm) x 12.00 inches (304.80 mm).

The tower will have a removable poly screen and a poly hinged type cover that will open if the tank is filled at an excess rate. The removable poly screen to prevent debris from falling into the tank.

The fill tower shall have a 4.00 inch (100.00 mm) overflow that will discharge underneath the tank, behind the rear axle(s), avoiding the chassis fuel tank and suspension components where applicable. The overflow shall terminate above the tank water level when filled to the rated capacity.

FILL TOWER LOCATION

The fill tower shall be located to the left side at the front of the hose bed.

SUMP

The sump will be constructed in an 8.00 inch (203.20 mm) x 16.00 inch (406.40 mm) x 1.00 inch (25.40 mm) deep area.

The construction material shall utilize 1.00 inch (25.40 mm) poly and be located in line with the tank suction valve. There shall be a 4.00 inch (100.00 mm) schedule 40 poly tube installed that will run from the suction outlet to the sump location. The tank will have an anti-swirl plate located approximately 2.00 inch (50.00 mm) above the sump.

SUMP PLUG

The sump shall have a 3.00 inch (77.00 mm) plug for use in draining and cleaning out the tank.

OUTLETS

In addition to the tank suction valve outlet located in the sump, there shall be an outlet provided for the tank fill valve. If there are any additional options selected (such as an extra tank suction or direct tank inlets), there shall be additional outlets provided to accommodate these items.

LADDER ACCESS MOUNTING

There shall be a Ziamatic Quic-Lift (LAS) ladder access system installed above the side compartments. There shall be an automatic safety latch to hold the ladder rack in the stowed position.

The rack shall be powered by two (2) Warner 12 volt high cycle 1000 pound electric actuators. When the ladder rack is in the down position the bottom of the rack shall be approximately 48.00 inch from the ground when deployed.

A spring loaded quarter turn latch shall be installed to secure the ladders on the rack when it is in any position.

Flashing LED warning lights shall be provided at the front and rear of the ladder rack and shall automatically activate when the ladder rack is in the down position. When the ladder rack is in motion an alarm shall sound.

The ladder rack shall be rated to lift up to 300 pounds (136.08 kg). When the apparatus is equipped with hinged doors, an interlock shall be installed in the ladder rack circuit to prevent ladder rack operation when any doors are not closed.

If the ladder rack is not properly stowed and the parking brake is released, it shall activate the “hazard light” in the cab to alert the crew.

LADDER BRACKET LOCATION

The ladders shall be located on the right side of the apparatus body above the low side compartments.

LADDER RACK SWITCH

One (1) black paddle switch shall be installed on the apparatus in the below location.

LADDER RACK ACTIVATION

The switch to operate the ladder rack shall be located on the rear panel of the apparatus, on the right side.

LADDER COMPLEMENT

The following ladders shall be supplied with the apparatus:
One (1) Duo-Safety 24 foot (7.0 m) two (2) section aluminum extension ladder(s), model 900A.
One (1) Duo-Safety 14 foot (4.0 m) aluminum roof ladder(s) with folding hooks, model 775A.

FOLDING LADDER STORAGE

Ziamatic brackets shall be provided for mounting provisions for one (1) folding ladder to be mounted to the Zico Quic Ladder assembly.

FOLDING LADDER

The following folding ladder shall be supplied with the apparatus:
One (1) Duo-Safety 10 foot (3.0 m) aluminum attic ladder(s), model 585A.

PIKE POLE STORAGE

There shall be Ziamatic brackets provided for storage of two (2) pike poles installed on the Zico Quick Ladder assembly.

The pike poles shall be supplied and installed by the Fire Department before the apparatus is placed into service and shall be of adequate length to fit the spacing of the Zico Ladder assembly.

RESCUE STORAGE COMPARTMENT

There shall be a rescue equipment storage compartment provided and installed with the apparatus. The compartment shall be constructed of .125 inch (3.18 mm) smooth aluminum.

All items shall be stored in their own independent section to allow one item to be removed without disturbing another. As required, there shall be a stop in the front of each section to prevent items from sliding forward.

The interior floor of the compartment shall be lined with black ABS plastic for ease of stowing and un-stowing equipment.

The compartment shall include provisions for mounting the following:
One (1) Backboard(s) with inside dimensions of 18.00 inches by 2.50 inches by 75.00 inches.

RESCUE COMPARTMENT LOCATION

The storage compartment shall be located in the hose bed storage area horizontal on the left side.

DIAMOND PLATE HINGED DOOR

The compartment shall have a hinged door to access equipment. The door shall be fabricated with .125 aluminum diamond plate and shall be secured with two (2) push button type latches and a 7.00 inch chrome handle centered between the latches.

If the door is not properly closed and the transmission is placed into drive or reverse mode with the parking brake released, it shall activate the hazard light in the cab to alert the crew.

COMPARTMENT UNISTRUT

Vertically mounted Unistrut shall be installed in all apparatus body compartments, except the L1 compartment as referenced below, in the upper and lower sections, to accommodate the installation of shelves, trays, and or other miscellaneous equipment. When sufficient space allows for a shelf/tray to be installed, the unistrut in the L1 compartment will be located on the rearward face of the structure for the operator's panel and the rear wall/forward facing.

OVER-WHEEL COMPARTMENT PARTITIONS

Compartment partitions fabricated of the same material as the body shall be permanently installed in the left over-wheel compartment, right over-wheel compartment, or both where applicable by design.

The partitions shall be permanently installed in place and flush to the forward and rearward frame openings.

The partitions shall aid in keeping loose equipment from falling into the fore and aft compartments.

SHELVING

The shelving shall be made out of .190 inch (4.83 mm) smooth aluminum sheet material with a formed 2.00 inch (50.80 mm) lip on the front and back.

The side mounting brackets shall be provided for vertical adjustment.

Standard manufacture shelf construction capacity ratings are as follows, any requested change to the manufacture's standard design may affect/reduce the ratings accordingly:

Shelving shall be rated at a capacity of 200 pounds (90.72 kg) and applicable to the design configuration.

The following shelving shall be provided:

UPPER HALF DEPTH SHELVING

A full width x half depth shelf shall be provided and installed in the upper area of the compartment specified.

There shall be a total quantity of two (2) provided.
- One (1) located in the L1 compartment.
- One (1) located in the L4 compartment.

LOWER FULL DEPTH SHELVING

A full width x full depth shelf shall be provided and installed in the lower area of the compartment as specified.

There shall be a total quantity of two (2) provided.
- One (1) located in the R1 compartment.
- One (1) located in the R4 compartment.

ROLL OUT TRAY(S)

Each tray shall be fabricated of .19 inch (4.83 mm) thick 3003 grade or higher aluminum sheet material with four (4) 3.00 inch (76.20 mm) side flanges, corner welded for maximum strength and shall be as wide and as deep as compartment allows.

The following shall be supplied:

ROLL-OUT ASSEMBLY/SPARTAN

The floor mounted tray shall be full width and shall be secured to a Spartan 22.00 inch (558.80 mm) long ball bearing "heavy duty" slide assembly. The slide assemblies shall incorporate cadmium plated ball bearing roller slides and a lock-in, lock-out front drawer release system (FDR).

The tray shall have a 300# capacity and 100% extension.

There shall be a total quantity of one (1) provided.
- One (1) located in the L1 compartment.

WALL MOUNTED TOOL BOARD/PAC-TRAC

A Pac Trac tool board with DA finish shall be installed to the back wall of the compartment as specified. The completed tool board assembly shall be attached directly to the upper back wall utilizing custom manufactured plate or angle brackets.

There shall be a total quantity of four (4).
- One (1) located in the L1 compartment.
- One (1) located in the L2 compartment.
- One (1) located in the L3 compartment.
- One (1) located in the L4 compartment.

SIDE RUB RAILS (ALUMINUM CHANNEL)

The lowest edge of the apparatus body side compartments shall be trimmed with brightly anodized aluminum channel rub rail material.

The rub rails shall be approximately 3.00 inches high with flanges turned outwards for increased rigidity, with each end chamfered to a 45 degree angle. The rub rails shall not be constructed as an integral part of the apparatus body structure, allowing each rub rail to be easily removed in the event of damage.

The rub rails shall be secured with stainless steel fasteners and spaced away from the apparatus body with .50 inch nylon spacers to help absorb moderate side impacts and prevent the collection of water and debris for easier cleaning.

REAR RUB RAIL (ALUMINUM CHANNEL)

The rearward edge of the rear step shall be trimmed with brightly anodized aluminum channel rub rail.

The rub rail shall be approximately 3.00" high with flanges turned outwards for increased rigidity, with each end chamfered to a 45 degree angle. The rub rail shall not be constructed as an integral part of the apparatus body structure, allowing the rub rail to be easily removed in the event of damage.

The rub rail shall be secured with stainless steel fasteners and spaced away from the edge of the rear step with .50 inch nylon spacers, to help absorb moderate rear impacts and prevent the collection of water and debris for easier cleaning.

FOLDING STEPS

Cast Products, Inc. model #SP6610-1CH dual LED illuminated folding steps, made of high strength die cast aluminum with a protective chromed coating, pyramid tread platform conforming to current NFPA requirements, shall be provided and installed on the apparatus as specified.

The steps shall have a minimum of 46 sq. inches of surface area capable of sustaining a 1200 lb. static load. The steps shall be mounted no more than 18" inches between each step.

STEP LOCATION

Two (2) folding steps shall be installed on the right rear vertical face of the body.

10" HANDRAIL

One (1) 10.00 inch long by 1.25 inch diameter handrail constructed of extruded aluminum with a knurled grip, and full length illuminated LED light strip shall be installed in a location above the rearward step(s) and in accordance with NFPA, Standard for Automotive Fire Apparatus, standard requirements. There shall be a minimum of 2.00 inches of clearance between the bracket and the body.

NO Red Reflective Insert

Each handrail LED light strip specified shall be white/clear in color.

ILLUMINATED HANDRAIL LIGHTING ACTIVATION

The illuminated handrail light shall be activated when the park brake is set.

STEP LIGHT ACTIVATION

The step light shall be activated when the park brake is set.

STEP LOCATION

Two (2) folding steps shall be installed on the left rear vertical face of the body.

10" HANDRAIL

One (1) 10.00 inch long by 1.25 inch diameter handrail constructed of extruded aluminum with a knurled grip, and full length illuminated LED light strip shall be installed in a location above the rearward step(s) and in accordance with NFPA, Standard for Automotive Fire Apparatus, standard requirements. There shall be a minimum of 2.00 inches of clearance between the bracket and the body.

NO Red Reflective Insert

Each handrail LED light strip specified shall be white/clear in color.

ILLUMINATED HANDRAIL LIGHTING ACTIVATION

The illuminated handrail light shall be activated when the park brake is set.

STEP LIGHT ACTIVATION

The step light shall be activated when the park brake is set.

INTERMEDIATE REAR STEP

The rear step shall be 8.00 inches (203.20 mm) in depth.

The step shall be mounted on the flat back of the apparatus with gusset-type mounting to provide sufficient support for loading hose and gaining access to the hose bed area.

The platform stepping surface shall be constructed of .188 inch (4.76 mm) embossed aluminum diamond plate materials.

INTERMEDIATE REAR STEP LOCATION

The rear step shall be located as high as possible beneath the hose bed floor and the horizontal handrail specified.

STEP LIGHTING

One (1) light shall be installed to illuminate the stepping areas as provided. The light shall be a LED tube light model #RX-15T16-5050-21CM with an aluminum mounting bezel.

The light shall be directed towards and positioned above the stepping surfaces.

STEP LIGHT ACTIVATION

The step light shall be activated when the park brake is set.

HANDRAILS KNURLED ALUMINUM ILLUMINATED

Handrails shall be 1.25 inches in diameter, constructed of extruded aluminum with a knurled grip, and full length illuminated LED light strip.

There shall be a 2.00 inch minimum clearance between the handrail and the body. The light shall illuminate an area adjacent to the handrail and in accordance with NFPA, Standard for Automotive Fire Apparatus, standard requirements.

The following handrails shall be installed at the approximate lengths noted:

REAR HANDRAIL LOCATION

Three (3) handrails shall be installed on the rear of the apparatus. Each handrail shall be of an adequate length, as available usable space allows, to provide a suitable gripping area for personnel.

The handrails shall be spaced away from the body using chrome plated straight stanchions. Two (2) vertical handrails shall be installed, one on each side, just below the hose bed sides. These vertical handrail(s) shall utilize an offset stanchion with the offset directed away from storage door openings for added clearance, where applicable. The remaining handrail shall be installed horizontally, just below the hose bed area.

NO Red Reflective Insert

Each handrail LED light strip specified shall be white/clear in color.

ILLUMINATED HANDRAIL LIGHTING ACTIVATION

The illuminated handrail light shall be activated when the park brake is set.

TOW EYES

There shall be two (2) rear tow eyes installed to the frame rails, one each side, accessible below the rear of the apparatus.

They shall be manufactured of 1.00 inch plate steel and each plate shall be bolted to the chassis frame rail with a minimum quantity of six (6) grade 8 bolts. The two plates shall be anchored together with 1.00 inch steel tubing to prevent swaying of the frame rails during a towing operation. All steel components shall be painted black.

LOW-VOLTAGE ELECTRICAL SYSTEM

The apparatus shall be equipped with a Logic Controlled, Low-Voltage (12v) Electrical System, compliant with the latest revision of the NFPA, Standard for Automotive Fire Apparatus.

The system shall be capable of performing total load management, load management sequencing, and load shedding via continuous monitoring of the low-voltage electrical system. In addition, the system shall be capable of switching loads (similar to operating as an emergency warning lamp flasher) eliminating the

dependency on many archaic electrical components such as conventional flasher modules. The system shall also incorporate provisions for future expansion or system modification.

The low-voltage electrical system shall be designed to distribute the placement of electrical system hardware throughout the apparatus thereby enabling a smaller, optimized wire harness. The programmable, logic controlled system shall eliminate redundant electrical hardware such as extra harnesses, circuit boards, relays, circuit breakers, and separate electrical or interlock subsystems and associated electronics for controlling various electrical loads and inputs.

As-built electrical system drawings and an apparatus-specific reference of I/O shall be furnished in the final delivery manuals. These drawings shall illustrate the electrical system broken down into separate functions, or small groups of related functions. Drawings shall depict circuit numbers, electrical components and connectors from beginning to end. **A single drawing for all electrical circuits installed by the apparatus manufacturer shall not be accepted**.

MULTIPLEXED ELECTRICAL WARRANTY

A four (4) year limited (V-MUX) multiplex system warranty shall be provided by the apparatus manufacture for parts and labor, while under normal use and service; against mechanical, electrical and physical defects from the date of installation.

The warranty shall exclude; sensors, shunt interface modules, serial or USB kits, transceivers, cameras, GPS, and electrical display screens, which shall be limited to a period of one a (1) year repair parts and labor from the date of installation.

NODE

An electrical distribution node or relay shall be installed in the below locations of the apparatus body.

The pump node shall be mounted as high as practical in the full depth portion of the right front compartment.

The rear body nodes shall be mounted as high and as far rearward as practical on the back wall of the rearmost compartment.

A protective cover shall be installed to prevent damage to the node or electrical system during equipment installation and or removal. Node covers shall be approximately 16.00 to 22.00 inches in length with an inspection hole positioned for view of the node indicator LED lights. The finish of the cover shall match the compartments interior finish. Node covers will not include any type of shelve mounting structure and shall limit the height of unistrut or shelf height within the compartments.

PERIMETER LIGHTS LOCATION

There shall be four (4) underbody perimeter lights installed on the apparatus positioned to provide illumination to the immediate ground area around the unit.

One (1) under each side of the pumphouse running boards and two (2) under the rear tailboard.

PERIMETER LIGHTS

The underbody perimeter lights provided will be TecNiq model T44 series, 4" round, 8 diode LED lights.

PERIMETER LIGHTS ACTIVATION

The perimeter lights under the body shall illuminate the area with the activation of the chassis ground lights, excluding any chassis door programming.

UPPER LIGHTING PACKAGE

The following NFPA lighting package, manufactured by Whelen, shall be supplied and installed in the upper areas of the vehicle.

UPPER ZONE B&D-FORWARD:

There shall be two (2) Whelen model M6 series LED lights with chrome bezels provided and installed with the apparatus.

There shall be one (1) each side of the body in the upper forward corners.

SIDE WARNING LIGHTS FLASH

The upper side lights shall feature multiple flash patterns including steady burn.

SIDE WARNING LIGHTS COLOR

The upper warning lights mounted on the side positions shall be red with red lenses.

UPPER ZONE B&D-REAR:

There shall be two (2) Whelen model M6 series LED lights with chrome bezels provided and installed with the apparatus.

There shall be one (1) each side of the body in the upper rear corners.

SIDE WARNING LIGHTS FLASH

The upper side lights shall feature multiple flash patterns including steady burn.

SIDE WARNING LIGHTS COLOR

The upper warning lights mounted on the side positions shall be red with clear lenses.

UPPER SIDE WARNING LIGHT SWITCH E-MASTER/DISPLAY

The upper side warning lights shall be controlled through the master warning switch and a secondary side warning switch located on the vehicle display control screen. The switches shall be clearly labeled for ease of identification.

UPPER ZONE C:

There shall be two (2) Whelen model L31H*FN beacons with 360 degree LED lights, provided and installed on the apparatus.

One (1) each side on the rear upper outboard corners of the apparatus.

REAR WARNING LIGHTS COLOR

The upper warning lights mounted at the rear shall be red with clear lenses.

CAST ALUMINUM LIGHT STANCHIONS

Two (2) light stanchions shall be mounted in the upper rear corners of the body sides, one each side. Each shall be large enough to accommodate an upper zone C rotating beacon and a hose bed light if specified. The DOT lights specified elsewhere in the quote shall also be located one on the side and the other located on the rear of each stanchion.

UPPER REAR WARNING LIGHT SWITCH E-MASTER/DISPLAY

The upper rear warning lights shall be controlled through the master warning switch and a secondary rear warning switch located on the vehicle display control screen. The switches shall be clearly labeled for ease of identification.

LOWER LED WARNING LIGHTING

The following NFPA lighting package, manufactured by Whelen, shall be supplied and installed in the lower areas of the vehicle.

LOWER ZONE B&D:

There shall be six (6) Whelen model WION LED lights with chrome housings, three (3) each side, provided and installed with the apparatus.

SIDE WARNING LIGHTS FLASH

The lower side lights shall feature multiple flash patterns including steady burn.

SIDE WARNING LIGHTS COLOR

The lower side warning lights mounted on the side positions shall be red with clear lenses.

SIDE WARNING LIGHTS LOCATION

The warning lights on the side of the apparatus shall be mounted at the pump panel location, centered on the rear wheel well panel and at the rear tailboard location.

LOWER SIDE WARNING LIGHT SWITCH E-MASTER/DISPLAY

The lower side warning lights shall be controlled through the master warning switch and a secondary side warning switch located on the vehicle display control screen. The switches shall be clearly labeled for ease of identification.

LOWER ZONE C:

There shall be two (2) Whelen model M6 series Super-LED lights with chrome bezels, one (1) each side, on provided and installed on the rear of the body.

REAR WARNING LIGHTS FLASH

The lower rear lights shall feature multiple flash patterns including steady burn.

REAR WARNING LIGHTS COLOR

The lower rear warning lights mounted at the rear shall be red with clear lenses.

LOWER REAR WARNING LIGHT SWITCH E-MASTER/DISPLAY

The lower rear warning lights shall be controlled through the master warning switch and a secondary rear warning switch located on the vehicle display control screen. The switches shall be clearly labeled for ease of identification.

LED REAR TAILLIGHT ASSEMBLY

There shall be Whelen M6-Series Super LED rear taillight assemblies provided and installed with the apparatus, one (1) each side at the rear.

The following shall be installed in the order as specified from top to bottom:

One (1) M62BTT LED red brake light
One (1) M62T LED series amber turn signal light
One (1) M62BU LED clear back-up light

MOUNTING FLANGES

There shall be individual chrome bezels provided for each light of the taillight assembly.

REAR TAILLIGHTS COLOR

The taillights mounted at the rear shall have clear lenses.

BACKUP LIGHTS

The backup lights shall illuminate when the apparatus is placed in reverse.

LED DOT LIGHTING

There shall be seven (7) lights located on the rear of the apparatus. Three (3) of the lights shall be mounted on the rear of the apparatus center location, for use as identification lamps. Two (2) additional lights shall be located on the rear outboard locations, one (1) each side as high as possible. Two (2) lights shall be mounted on the sides facing the side at the rear corners, for use as clearance lamps.

The lights shall be TecNiq S17 series LED red markers.

DOT ADDITIONAL MARKER LIGHTS

There shall be two (2) amber LED intermediate marker lights/intermediate turn signals installed in the rub rail, forward of the rear wheel well, one (1) each side.

The lights shall be TecNiq S17 series LED amber markers/turn.

INTERMEDIATE TURN SIGNALS

The intermediate turn signals will flash with the turn indicators.

MARKER LIGHT LENS COLOR

The above specified marker lights shall have colored lenses.

MARKER LIGHT BEZELS

The above specified marker lights shall have chrome bezels.

REAR VIEW CAMERA LOCATION

Three (3) cameras shipped loose with the chassis shall be surface mounted on the apparatus body for maximum viewing capability. When not provided by the camera manufacture, a protective shroud shall be installed over each camera to protect against damage.

One (1) camera shall be mounted at the rear of the body (center location) and two (2) cameras shall be mounted high at the front corner of the body, one (1) each side.

SIDE SCENE LIGHT LOCATION

There shall be four (4) scene lights installed on the sides of the apparatus, two (2) on each side.

One (1) located at the front and one (1) located at the rear corner.
The scene lights on the side shall be positioned inboard of the warning lights specified.

SCENE LIGHT MODEL

Whelen Pioneer series model #PCH2 LED single combination flood/spot scene lighting with black housing and a chrome bezel shall be semi-recess mounted on the apparatus.

Each lamp head shall have two (2) 12v Super-LED® panel at 150 watts total. The light head shall draw 13.0 amps and generate 23,000 lumens. Each LED panel shall be mounted within the semi-recess chrome trim bezel. Each lamp head shall be no more than 4.25 inches in height by 14.00 inches in width.

BODY SIDE SCENE LIGHT ACTIVATION

The scene lighting shall be activated with the chassis side scene lights.

REAR SCENE LIGHT LOCATION

There shall be two (2) scene lights installed on the rear facing vertical surface of the apparatus, one (1) on each side.

SCENE LIGHT MODEL

Whelen Pioneer "SlimLine" series model #PSL1R LED scene lighting with black housing shall be semi-recess mounted on the apparatus.

Each lamp head shall have one (1) 12 volt 35 watt light head configuration that shall incorporate 12 white Super-LED with a TIR reflector installed. Each lamp head shall have a standard 8-degree spotlight lens with the ability to change to a 40 degree x 20 degree flood lens. Each lamp head shall draw 3.0 amps and generate 3,500 lumens total. Each lamp head shall be no more than 6.34 inches high by 9.88 inches wide by 2.00 inches deep.

REAR SCENE LIGHT ACTIVATION

The rear scene lighting shall be activated by a virtual button on the vehicle display control screen. The scene shall also be interlocked with the park brake.

The switch shall be labeled as follows:

Rear Scene

3M REFLECTIVE STRIPING

There shall be a 6.00 inch (152.40 mm), 3M reflective stripe with two (2) 1.00 inch (25.40 mm) accent stripes applied to the chassis and apparatus body as specified:
The above specified Striping shall consist of one color. The provided stripe shall be:
reflective stripe black in color.

STRIPE PATTERN

The reflective striping shall be applied around the perimeter of the apparatus in a straight line pattern.

COMPARTMENT STRIPE BORDERS

Sign Gold adhesive .50 inch (12.70 mm) striping shall be applied to the perimeter of the body side compartments and compartment door areas.

The striping shall be 22k Sign Gold with black edging.

REAR RETRO-REFLECTIVE CHEVRON STRIPING

A minimum of 50 percent of the rear-facing vertical surface, visible from the rear of the apparatus, shall be equipped with 3M Diamond Grade, retro-reflective striping in a chevron pattern, sloping downward and away from the centerline of the vehicle at an angle of 45-degrees.

The stripe shall be 6.00 inches (152.40 mm) wide alternating in colors.

CHEVRON COLOR

The retro-reflective chevron striping shall be red and black in color.

DEALER SUPPLIED LETTERING

The apparatus lettering shall be provided and installed by the Dealership before final delivery of the completed apparatus.

DEALER SUPPLIED DECALS

The apparatus decals shall be provided and installed by the Dealership prior to the apparatus being placed into service.

LICENSE PLATE MOUNTING

A Cast Products, model LP0004-1-B, cast aluminum fully enclosed license plate bracket shall be installed. The bracket shall incorporate a clear LED light (WL0501) to illuminate the license plate and meet DOT requirements.

LICENSE PLATE BRACKET LOCATION

The above specified license plate bracket shall be installed at the back of the apparatus on the right side. The bracket shall be mounted to meet all applicable DOT standards.

MISCELLANEOUS EQUIPMENT

The following equipment list shall be provided with the completed apparatus.

WHEEL CHOCKS

One (1) set of NFPA compliant cast aluminum folding wheel chocks shall be supplied with the apparatus.

ZICO WHEEL CHOCK STORAGE

The Ziamatic wheel chocks, shall be stored in the wheel well smart storage compartment.

EXTINGUISHERS

All NFPA required fire extinguishers will be supplied and installed by the Fire Department before the apparatus is placed into service.

All NFPA required portable hand lights will be supplied and installed by the Fire Department before the truck is placed into service.

FLARES

All NFPA required flares will be supplied and installed by the Fire Department before the truck is placed into service.

TRAFFIC CONES

All NFPA required traffic cones will be supplied and installed by the Fire Department before the truck is placed into service.

TRAFFIC VEST

All NFPA required traffic vest will be supplied and installed by the Fire Department before the truck is placed into service.

AED (AUTOMATIC EXTERNAL DEFIBRILLATOR)
All NFPA required AED units will be supplied and installed by the Fire Department before the truck is placed into service.
FIRST AID KIT
All NFPA required First Aid Kits will be supplied and installed by the Fire Department before the truck is placed into service.
SALVAGE COVERS
All NFPA required salvage covers will be supplied and installed by the Fire Department before the truck is placed into service.
AXES
All NFPA required Axes will be supplied and installed by the Fire Department before the truck is placed into service.
WRENCH SETS
All NFPA required spanner and hydrant wrenches will be supplied and installed by the Fire Department before the truck is placed into service.
NOZZLES
All NFPA required nozzles will be supplied and installed by the Fire Department before the truck is placed into service.
HANDHELD TOOLS
CLAW TOOL
All NFPA required claw tools will be supplied and installed by the Fire Department before the truck is placed into service.
HALLIGAN TOOL
All NFPA required Halligan tools will be supplied and installed by the Fire Department before the truck is placed into service.
CROW BAR
All NFPA required crowbars will be supplied and installed by the Fire Department before the truck is placed into service.
SLEDGE HAMMER
All NFPA required sledge hammers will be supplied and installed by the Fire Department before the truck is placed into service.
RUBBER MALLET

All NFPA required rubber mallets will be supplied and installed by the Fire Department before the truck is placed into service.
SHOVELS
All NFPA required shovels will be supplied and installed by the Fire Department before the truck is placed into service.
BOLT CUTTER
All NFPA required bolt cutters will be supplied and installed by the Fire Department before the truck is placed into service.
SUPPLY HOSE

All NFPA required fire hose will be supplied and installed by the Fire Department before the truck is placed into service.

ADAPTORS

All NFPA required Adaptors will be supplied and installed by the Fire Department before the truck is placed into service.

SCBA & CYLINDERS (air packs)

All NFPA required SCBA and Cylinders will be supplied and installed by the Fire Department before the truck is placed into service.

CHASSIS SALE ORDER

Description

VEHICLE

MODEL	Gladiator
CUSTOMERS / OEMS	Spartan ER (CMF1000)[1004096]
MODEL YEAR	Model Year - 2027
COUNTRY OF SERVICE	Country of Service United States Of America
CAB AND CHASSIS LABELING LANGUAGE	Cab and Chassis Labeling Language English w/Innovative Controls Labels
APPARATUS TYPE	Apparatus Type Pumper
VEHICLE TYPE	Vehicle Type Straight Truck
VEHICLE ANGLE OF APPROACH PACKAGE	Vehicle Angle of Approach NFPA Minimum 8.00 Degrees
AXLE CONFIGURATION	Axle Configuration 6x4 (Rear Tandem Axle Drive Only)
GROSS AXLE WEIGHT RATINGS FRONT	GAWR Front 23000#
GROSS AXLE WEIGHT RATINGS REAR	GAWR Rear 44000#
PUMP PROVISION	Pump Provision Driveline Midship, Pump Mode Prog w/Auto Park Brake "N"
WATER & FOAM TANK CAPACITY	Water & Foam Tank Capacity 2201 to 3000 Gallons
WARRANTY	Warranty Cab and Chassis (2) Year RFW0102

CAB

CAB STYLE	Cab Style EMFD 10" Raised Roof
OCCUPANT PROTECTION	Occupant Protection IMMI 4Front & RollTek w/SRA
CAB FRONT FASCIA	Cab Frt Fascia Classic
FRONT GRILLE	Cab Frt Grille Hinged Classic Styled
CAB UNDERCOAT	Cab Undercoat
CAB SIDE DRIP RAIL	Cab Side Drip Rail
CAB PAINT EXTERIOR	Cab Paint Exterior Single Color
CAB PAINT PROCESS/MANUFACTURER	Cab Paint Process/Manufacturer PPG
CAB PAINT PRIMARY/LOWER COLOR	Cab Paint Primary/Lower Color PPG Red FBCH 911659
CAB PAINT WARRANTY	Cab Paint Warranty PPG (10) Year RFW0710
CAB PAINT INTERIOR	Cab Paint Int Bedliner Medium Gray
CAB ENTRY DOORS	Cab Entry Doors (4)
CAB ENTRY DOOR TYPE	Cab Entry Door Type Barrier Free w/Pollak Switches
CAB INSULATION	Cab Insulation Nonwoven Polyester Fiber
CAB STRUCTURAL WARRANTY	Cab Structural Warranty (10) Year RFW0602
CAB TEST INFORMATION	Cab Test Information Crash Test ECE-R29/SAE J2420/SAE J2422

ELECTRICAL POWER DISTRIBUTION

ELECTRICAL SYSTEM	Elec System 12V DC Multiplex
VEHICLE DISPLAY	Vehicle Display Control-Maxx 10" Touchscreen (2) L/R Sw Pnl
LOAD MANAGEMENT SYSTEM	Load Management System Multiplex
DATA RECORDING SYSTEM	Data Recording Sys Vehicle Data Control-Maxx w/USB Data Link
ACCESSORY POWER	Accessory Pwr Batt & Ign Stud w/(2)Fuse Batt/(2)Fuse Mstr Bus Bar Rescue/Pumper
AUXILIARY ACCESSORY POWER	Aux Acc Pwr & Gnd Stud Off Underseat Strg Cmpt 40A Ign Sw
EXTERIOR ELECTRICAL TERMINAL COATING	Exterior Electrical Terminal Coating Spray On Plasti Dip
ELECTRICAL SYSTEM WARRANTY	Electrical System Warranty (2) Year RFW0202

ENGINE

ENGINE	Engine Diesel 605HP/1850Ft-Lbs Cummins X15 HHD - EPA 2027
CAB ENGINE TUNNEL	Cab Engine Tunnel Large
DIESEL PARTICULATE FILTER CONTROLS	DPF Ctrl Regeneration Sw & Inhibit Sw w/Digital Dash
ENGINE PROGRAMMING HIGH IDLE SPEED	Engine Programming High Idle Speed 1250 RPM
ENGINE HIGH IDLE CONTROL	Engine High Idle Ctrl Automatic and Manual w/Disp Actv
ENGINE PROGRAMMING ROAD SPEED GOVERNOR	Engine Programming Road Speed Governor Enabled
AUXILIARY ENGINE BRAKE	Aux Engine Brake Compression Brake w/VG Turbo
AUXILIARY ENGINE BRAKE CONTROL	Aux Engine Brake Ctrl Off/Low/High Disp
ELECTRONIC ENGINE OIL LEVEL INDICATOR	Elec Engine Oil Level Indicator
FLUID FILLS	Fluid Fills Fwd For Large Displacement Cap
ENGINE DRAIN PLUG	Engine Drain Plug
ENGINE WARRANTY	Engine Warranty Cummins (5) Year/100,000 Miles
REMOTE THROTTLE HARNESS	Rmt Throttle Harness Cab Harness Only Shift Interlock
ENGINE PROGRAMMING REMOTE THROTTLE	Engine Program Rmt Throttle Off
ENGINE PROGRAMMING IDLE SPEED	Engine Programming Idle Speed 700 RPM

AIR INTAKE

ENGINE AIR INTAKE	Engine Air Intake Filtration and Restriction w/Replaceable Element Abv Radiator

COOLING

ENGINE FAN DRIVE	Engine Fan Drive Variable Speed
ENGINE COOLING SYSTEM	Engine Cooling System Serial Flow w/Package Drop-Out Prov
ENGINE COOLING SYSTEM PROTECTION	Engine Cooling System Protection Light Duty Skid Plate Paint Frame Color
ENGINE COOLANT	Engine Coolant Extended Life

ELECTRONIC COOLANT LEVEL INDICATOR	Elec Low Coolant Level Indicator
COOLANT HOSES	Coolant Hoses Silicone
ENGINE COOLANT OVERFLOW BOTTLE	Engine Coolant Overflow Expansion Bottle

EXHAUST

ENGINE EXHAUST SYSTEM	Eng Exhaust Sys Under Frm RH w/DPF Over SCR Switchback
DIESEL EXHAUST FLUID TANK	Diesel Exhaust Fluid Tank LH 5 Gal Fill Thru Rr Step
ENGINE EXHAUST ACCESSORIES	Engine Exhaust Acc Temp Mitigation
ENGINE EXHAUST WRAP	Engine Exhaust Wrap
EMISSIONS SYSTEM WARRANTY	Emissions System Warranty (10) Years Heavy HDE/450K Miles/22K Hours RFW0144
REGULATED EMISSIONS WARRANTY TIRES	Regulated Emissions Warranty Tires (2) Years/24,000 Miles RFW0145
REGULATED EMISSIONS WARRANTY AIR CONDITIONING	Regulated Emissions Warranty Air Conditioning (5) Years/100,000 Miles RFW0146

TRANSMISSION

TRANSMISSION	Transmission Allison 4000 EVS
TRANSMISSION MODE PROGRAMMING	Transmission Mode Programming 6th Startup/6th Mode
TRANSMISSION FEATURE PROGRAMMING	Transmission Feature Programming Allison Gen 5 & 6-E I/O Package 198/Pumper
TRANSMISSION SHIFT SELECTOR	Transmission GEN 5 & 6-E Shift Sel Key Pad/Push Button
ELECTRONIC TRANSMISSION OIL LEVEL INDICATOR	Elec Transmission Oil Level Indicator
TRANSMISSION PRE-SELECT WITH AUXILIARY BRAKE	2nd Gear Pre-Select
TRANSMISSION COOLING SYSTEM	Transmission Cooling System
TRANSMISSION DRAIN PLUG	Transmission Drain Plug
TRANSMISSION WARRANTY	Transmission Warranty Allison (5) Year

POWER TAKE OFF

PTO LOCATION	PTO Location 8:00/1:00

DRIVELINE

DRIVELINE	Driveline MSI 1810/1710 w/Meritor U-Joints w/Thrust Washers/Half Round Yokes
MIDSHIP PUMP / GEARBOX	Midship Pump Jackshaft & Pump Mounting Brkt
MIDSHIP PUMP / GEARBOX MODEL	Midship Pump/Gearbox Model Waterous CXSC22 Fwd
MIDSHIP PUMP GEARBOX DROP	Midship Driveline Pump Gearbox Drop Waterous "C"
MIDSHIP PUMP RATIO	Midship Pump Ratio 2.27:1
MIDSHIP PUMP LOCATION C/L SUCTION TO C/L REAR AXLE	Midship Pump Location C/L Suction to C/L Rear Axle 120.0"

FUEL SYSTEMS

FUEL FILTER/WATER SEPARATOR	Fuel Filter/Wtr Separator Fuel Pro FH230 w/Lt & Alarm 18" Loop
FUEL LINES	Fuel Lines Wire Braid
FUEL SHUTOFF VALVE	Fuel Shutoff Valve at Tank and (2) at Primary Filter
ELECTRIC FUEL PRIMER	Electric Fuel Primer Engine Sply Electric Lift Pump
FUEL TANK	Fuel Tank 68 Gallon
FUEL TANK MATERIAL AND FINISH	Fuel Tank Material SS & Finish Natural
FUEL TANK STRAP MATERIAL AND FINISH	Fuel Tank Strap Material SS & Finish Painted Frame Components Color
FUEL TANK FILL PORT	Fuel Tank Fill Port LH Mid/RH Mid/LH Fwd
FUEL TANK DRAIN PLUG	Fuel Tank Drain Plug Magnetic

FRONT AXLE

FRONT AXLE	Frt Axle Reyco Granning ResponseMaster IFS Air 22001-24000#
FRONT AXLE WARRANTY	Front Axle Warranty IFS
FRONT WHEEL BEARING LUBRICATION	Frt Wheel Bearing Lube Oil

FRONT SUSPENSION

FRONT SHOCK ABSORBERS	Frt Shock Absorbers Koni Non-Adjustable
FRONT SUSPENSION	Frt Suspension IFS 22001-24000#

STEERING

STEERING COLUMN/WHEEL	Steering Column/Wheel Tilt/Telescopic 18" 4 Spoke
ELECTRONIC POWER STEERING FLUID LEVEL INDICATOR	Elec Power Steering Fluid Level Indicator
POWER STEERING PUMP	Power Steering Pump TRW w/Passive Cooler
FRONT AXLE CRAMP ANGLE	Front Axle Cramp Angle 48 Degrees
POWER STEERING GEAR	Power Steering Gear TRW TAS 85/RCS 85
CHASSIS ALIGNMENT	Chassis Alignment

REAR AXLE

REAR AXLE	Rear Axle 44000# Meritor MT-44-14X
REAR AXLE DIFFERENTIAL LUBRICATION	Rear Axle Differential Lubrication Oil
REAR AXLE WARRANTY	Rear Axle Warranty Meritor 2027
WHEEL HUB PAINT	Wheel Hub Paint Gloss Black
REAR WHEEL BEARING LUBRICATION	Rear Wheel Bearing Lubrication Oil
REAR AXLE DIFFERENTIAL CONTROL	Rear Axle Differential Ctrl Interaxle Lock
VEHICLE TOP SPEED	Vehicle Top Speed 60 MPH
REAR AXLE EXTERNAL VENT	Rear Axle External Vent OEM Housing Breather

REAR SUSPENSION

REAR SUSPENSION	Rear Susp Hendrickson FireMaax Air 40000-48000#
REAR SHOCK ABSORBERS	Rear Shock Absorbers Suspension Sply

TIRES

TIRE INTERMITTENT SERVICE RATING	Tire Intermittent Service Ratings Acceptable
FRONT TIRE	Frt Tire 425/65R 22.5 Michelin XZE
REAR TIRE	Rear Tire 12R 22.5 Michelin X Multi Grip D
REAR AXLE RATIO	Rear Axle Ratio 6.14
TIRE PRESSURE INDICATOR	Tire Pressure Ind Frt & Rr LED

WHEELS

FRONT WHEEL	Frt Wheel Alcoa Dura-Black 22.5 x 12.25 Alum
REAR WHEEL	Rr Whl Alcoa Dura-Black 22.5 x 8.25 Alum
BALANCE WHEELS AND TIRES	Balance Wheels & Tires Counteract Beads
WHEEL GUARDS	Wheel Guards Between Dual Wheels & All Axles

TIRE CHAINS

TIRE CHAINS	Tire Chains Rear Axle ON-Spot 6 Strand Auto
TIRE CHAINS ACTIVATION	Tire Chains Actv Rkr Sw

BRAKES

BRAKE SYSTEM	Brake System ABS/ATC/ESC Tandem Axle Disp Actv
FRONT BRAKES	Frt Brakes Knorr/Bremse SN7 Disc 17"
REAR BRAKES	Rr Brakes Meritor EX225 Disc 17"
PARK BRAKE	Prk Brake Rr Wheels Only
PARK BRAKE CONTROL	Prk Brake Ctrl Sw Pnl Mnt LH Pnl
AIR DRYER	Air Dryer Wabco System Saver 1200 Bhd RH Step
FRONT BRAKE CHAMBERS	Frt Brake Chambers IFS Type 24
REAR BRAKE CHAMBERS	Rr Brake Chambers TSE 24/30 H.O.T.

AIR SUPPLY SYSTEMS

AIR COMPRESSOR	Air Compressor Wabco SS318 18.7 CFM
AIR GOVERNOR	Air Governor Mnt on Air Dryer Bracket
MOISTURE EJECTORS	Moisture Ejectors w/Cable
AIR SUPPLY LINES	Air Sply Lines Nylon w/Compression Fittings/Protective Loom
AIR INLET CONNECTION	Air Inlet Connection w/Auto Eject
AIR INLET/AUTO EJECT CONNECTION COVER	Air Inlet/Auto Eject Conn Cover Red

AIR INLET LOCATION	Air Inlet Location LH Cab Side Fwd Lwr Rear of Bumper Above Electrical Inlet
AIR INLET/OUTLET FITTING TYPE	Air Inlet/Outlet Manual Conn Tru-Flate Interchange 1/4"
REAR AIR TANK MOUNTING	Rear Air Tank Mnt Any Bhd Rear Axle Perpendicular w/Frame

FRAME

WHEELBASE	Wheelbase 199.5"
REAR OVERHANG	Rear Overhang 106.0"
FRAME	Frame Double Channel 35.00" Width
FRAME PAINT	Frame Paint Hot Dipped Galvanized - Frame Only Ptd Primary/Lower Cab Color
FRAME PAINT - MISCELLANEOUS	Frame Paint Miscellaneous - Gap Sealant
FRAME ASSEMBLY STRUCTURAL WARRANTY	Frame Assembly Structural Warranty (50) Year RFW0305
FRAME RAIL CORROSION WARRANTY	Frame Rail Corrosion Warranty (25) Year RFW0316
FRAME COMPONENTS CORROSION WARRANTY	Frame Components Corrosion Warranty (3) Year RFW0315

BUMPER

FRONT BUMPER	Frt Bumper Structural Steel Channel Severe Duty
FRONT BUMPER EXTENSION LENGTH	Frt Bumper Extension Length 21"
FRONT BUMPER PAINT	Frt Bumper Paint Primary/Lower Cab Color w/Bedliner Black Bumper Trim
FRONT BUMPER TRIM	Frt Bumper Trim SS Ptd Wide Band Frt Top Edge/Corners Abv Apron w/Iso Washers
FRONT BUMPER APRON	Frt Bumper Apron For 21" Extension
FRONT BUMPER DISCHARGE	Front Bumper Discharge 2.0" RH Frame Mnt Plumbing
FRONT BUMPER COMPARTMENT CENTER	Frt Bumper Cmpt Ctr w/PAC Straps
MECHANICAL SIREN	Mechanical Siren Federal Signal Q2B Pedestal Mnt
MECHANICAL SIREN LOCATION	Mech Siren Location Frt Bmpr Apron LH OB
AIR HORN	Air Horn (2) 21" Round Hadley E-Tone
AIR HORN LOCATION	Air Horn Location (2) Frt Bmpr Face R/L IB
AIR HORN RESERVOIR	Air Horn Reservoir (1) 1200 Cu In
ELECTRONIC SIREN SPEAKER	Elect Siren Speaker (2) 100W Federal Signal Dynamax w/EF Grille
ELECTRONIC SIREN SPEAKER LOCATION	Elec Siren Speaker Location (2) Frt Bmpr Face R/L OB
FRONT BUMPER TOW EYES	Frt Bumper Tow Eyes 2" Painted Below
TOW FORK PROVISION	Tow Fork Provision Bolt-On Behind Cab Tilt Crossmember w/Labels

CAB TILT

CAB TILT SYSTEM	Cab Tilt System w/Pump Bhd RH Frt Step
CAB TILT AUXILIARY PUMP	Cab Tilt Aux Pump Manual Mnt w/Fwd Tilt Pump Mnt
CAB TILT LIMIT SWITCH	Cab Tilt Limit Sw Preset Limit
CAB TILT CONTROL RECEPTACLE	Cab Tilt Ctrl Receptacle Temp

CAB TILT NOISE DAMPENER	Cab Tilt Noise Dampener Spray-On
CAB TILT LOCK DOWN INDICATOR	Cab Tilt Lock Down Indicator

CAB GLASS

CAB WINDSHIELD	Cab Windshield
GLASS FRONT DOOR	Glass Frt Dr Pwr
GLASS TINT FRONT DOOR	Glass Tint Frt Dr Automotive Dark Gray
GLASS REAR DOOR RIGHT HAND	Glass Rr Dr RH Pwr
GLASS TINT REAR DOOR RIGHT HAND	Glass Tint Rr Door RH Automotive Dark Gray
GLASS REAR DOOR LEFT HAND	Glass Rr Dr LH Pwr
GLASS TINT REAR DOOR LEFT HAND	Glass Tint Rr Door LH Automotive Dark Gray
GLASS SIDE MID RIGHT HAND	Glass Side Mid RH Fxd 15.50"W x 27"H
GLASS TINT SIDE MID RIGHT HAND	Glass Tint Side Mid RH Automotive Dark Gray
GLASS SIDE MID LEFT HAND	Glass Side Mid LH Fxd 15.50"W x 27"H
GLASS TINT SIDE MID LEFT HAND	Glass Tint Side Mid LH Automotive Dark Gray

CLIMATE CONTROL

CLIMATE CONTROL	Climate Ctrl Htr Defroster A/C SGM Ovrhd Alum
CLIMATE CONTROL DRAIN	Climate Control Drain Gravity
CLIMATE CONTROL ACTIVATION	Climate Ctrl Actv Rotary Dash Mnt Ctr
HVAC OVERHEAD COVER PAINT	HVAC Overhead Cover Paint Medium Gray
A/C CONDENSER LOCATION	A/C Condenser Location Roof Mnt Fwd Ctr
A/C COMPRESSOR	A/C Compressor TM-31/QP-31
CAB CIRCULATION FANS FRONT	Cab Circulation Fans Frt (2) Outboard
UNDER CAB INSULATION	Under Cab Insulation Eng Tnl & Cab Floor w/Removable Alum Tunnel Overlay

CAB INTERIOR

INTERIOR TRIM FLOOR	Interior Trim Floor w/TPlt Overlay & Wrapped Entry Ways
INTERIOR TRIM	Interior Trim Vinyl
REAR WALL INTERIOR TRIM	Rear Wall Interior Trim Painted Aluminum
HEADER TRIM	Header Trim XDuty
TRIM CENTER DASH	Trim Center Dash XDuty w/Gas Cylinder Stay
TRIM LEFT HAND DASH	Trim LH Dash XDuty
TRIM RIGHT HAND DASH	Trim RH Dash XDuty Glove Cmpt/MDT Prov/4.50"H Glovebox
TRIM RIGHT HAND DASH ACCESSORIES	Trim RH Dash Acc XDuty Dash Slide-Out Tray
CAB PAINT BEDLINER	Bedliner Only
ENGINE TUNNEL TRIM	Eng Tnl Trim Painted Multi-tone
POWER POINT DASH MOUNT	Pwr Pnt Dash Mnt Batt Dir (2) 75W Powerwerx Comb USB/Type-C Sw Pnl
AUXILIARY POWER POINT MID CREW	Aux Pwr Pnt Mid Crew Batt Dir Powerwerx USB/Type-C (2) No Ind (1)R/(1)L

	Comp Hsg
STEP TRIM	Step Trim Embossed & Diamond Cut SS Lwr, TPlt Mid
STEP TRIM KICKPLATE	Step Trim Kickplate Treadplate
UNDER CAB ACCESS DOOR	Under Cab Access Door Rear Step LH Tread Plate
INTERIOR DOOR TRIM	Interior Door Trim DA Sand
DOOR TRIM SCUFF PLATE	Door Trim Scuff Plate Window Frm/Window Ledge
DOOR TRIM CUSTOMER NAMEPLATE	Door Trim Customer Nameplate
CAB DOOR TRIM REFLECTIVE	Cab Dr Trim Reflective Vert Stripe/6" Red/Black Chevron w/Logo
INTERIOR GRAB HANDLE "A" PILLAR	Interior Grab Handle 'A' Pillar 11" Molded
INTERIOR GRAB HANDLE FRONT DOOR	Interior Grab Handle Frt Door Horiz 9" Red
INTERIOR GRAB HANDLE REAR DOOR	Int Grab Handle Rr Dr Alum Window Span 30" Red
ADDITIONAL INTERIOR GRAB HANDLE REAR DOOR	Addl Cab Int Grab Hndl Rr Dr Diag 30" Grab Bar
INTERIOR SOFT TRIM COLOR	Interior Soft Trim Color Gray
INTERIOR TRIM SUNVISOR	Interior Trim Sunvisor Vinyl
INTERIOR FLOOR MAT COLOR	Interior Floor Mat Color Gray
HEADER TRIM INTERIOR PAINT	Header Trim Interior Paint Bedliner Medium Gray
TRIM CENTER DASH INTERIOR PAINT	Trim Center Dash Interior Paint Bedliner Medium Gray
TRIM LEFT HAND DASH INTERIOR PAINT	Trim LH Dash Interior Paint Bedliner Medium Gray
TRIM RIGHT HAND DASH INTERIOR PAINT	Trim RH Dash Interior Paint Bedliner Medium Gray
RIGHT HAND DASH ACCESSORIES INTERIOR PAINT	RH Dash Acc Interior Paint Powdercoat Black
REAR WALL INTERIOR PAINT	Rear Wall Interior Paint Bedliner Medium Gray
DASH PANEL GROUP	Dash Pnl Group 3-Pnl w/Black Textured Aluminum Panels
SWITCHES CENTER PANEL	Switches Ctr Pnl 2 (1+1)
SWITCHES LEFT PANEL	Switches Left Pnl 1 Wiper/1 Switch
SWITCHES RIGHT PANEL	Switches Right Pnl 2

CAB SEATS

SEAT BELT WARNING	Seat Belt Warn Disp w/VDR
SEAT MATERIAL	Seat Material Bostrom Durawear Plus
SEAT COLOR	Seat Color Gray/Red Seat Belts
SEAT BACK LOGO	Seat Back Logo Fayetteville
SEAT DRIVER	Seat Driver Bostrom Firefighter 4-Way Air 500 Series ABTS
SEAT BACK DRIVER	Seat Back Driver Non-SCBA ABTS Reclining
SEAT MOUNTING DRIVER	Seat Mounting Driver
OCCUPANT PROTECTION DRIVER	Occupant Protection Driver 4Front & Air Seat RollTek w/SRA
SEAT OFFICER	Seat Officer Bostrom Firefighter 2-Way Manual 500 Series ABTS
SEAT BACK OFFICER	Seat Back Officer SCBA Bostrom SecureAll+

SEAT MOUNTING OFFICER	Seat Mounting Officer Rwd 2"
OCCUPANT PROTECTION OFFICER	Occupant Protection Officer 4Front & Mechanical/Elect Seat RollTek w/SRA
SEAT BELT ORIENTATION CREW	Seat Belt Orientation Crew Outboard Shoulder To Inboard Hip
SEAT FORWARD FACING OUTER LOCATION	Seat FFO Location Primary Pos (2) R/L
SEAT CREW FORWARD FACING OUTER	Seat Crew FFO Bostrom Firefighter Fixed 500 Series
SEAT BACK FORWARD FACING OUTER	Seat Back FFO SCBA Bostrom SecureAll+
SEAT MOUNTING FORWARD FACING OUTER	Seat Mounting FFO Inboard
OCCUPANT PROTECTION FFO	Occupant Protection FFO RollTek Belt Pretensioner
SEAT FORWARD FACING CENTER LOCATION	Seat FFC Location Secondary Pos Ctr
SEAT CREW FORWARD FACING CENTER	Seat Crew FFC Bostrom Firefighter Fixed 500 Series
SEAT BACK FORWARD FACING CENTER	Seat Back FFC SCBA Bostrom SecureAll+
OCCUPANT PROTECTION FFC	Occupant Protection FFC RollTek Belt Pretensioner
SEAT FRAME FORWARD FACING	Seat Frm Fwd Fcg Triple Width
SEAT FRAME FORWARD FACING STORAGE ACCESS	Seat Frm Fwd Fcg Strg Acc Dr (2) R/L Sd
SEAT MOUNTING FORWARD FACING CENTER	Seat Mounting Forward Facing Center
CAB FRONT UNDERSEAT STORAGE ACCESS DOOR	Cab Frt Undrst Strg Acc Dr RH
SEAT COMPARTMENT DOOR FINISH	Seat Compartment Door Finish Bedliner Medium Gray

CAB EXTERIOR

WINDSHIELD WIPER SYSTEM	Windshield Wiper System
ELECTRONIC WINDSHIELD FLUID LEVEL INDICATOR	Electronic Windshield Fluid Level Indicator
CAB DOOR HARDWARE	Cab Door Hardware Black Composite w/Scuff Plate
DOOR LOCKS	Door Locks Manual
GRAB HANDLES	Grab Handles 3-Pc Alum Knurled 18" w/Red Reflective
GRAB HANDLES ACCESSORY	Grab Handles Accessory Scuff Plate
LIGHTED EXTERIOR GRAB HANDLES	Lighted Grab Handles Red LED
AUXILIARY GRAB HANDLE	Aux Grab Handle 7" SS (2) Cab Face Abv Headlights
REARVIEW MIRRORS	Mirror Bus Style Ramco LH CRM-310-1750-TPCHR, RH CRM-310-1752-A10-TPCHR
REARVIEW MIRROR HEAT SWITCH	Rearview Mirror Heat Sw Disp
CAB FENDER	Cab Fender SS w/ABS Liner
MUD FLAPS FRONT	Mud Flaps Frt
CAB EXTERIOR FRONT & SIDE EMBLEMS	Cab Ext Frt & Side Emblems Spartan
CAB EXTERIOR MODEL NAMEPLATE	Cab Exterior Model Nameplate Gladiator

START / CHARGING SYSTEMS

IGNITION	Ign Mstr Rkr Sw w/Push-Button Start
BATTERY	Batt (5) Group 31 Harris
BATTERY TRAY	Batt Tray (2) R/L SS w/Black Bedliner
BATTERY BOX COVER	Batt Box Cover (2)
BATTERY CABLE	Batt Cables
BATTERY JUMPER STUD	Batt Jumper Stud Frt LH Lwr Step 8" Apart
ALTERNATOR	Alternator Delco Remy 55SI 430A
STARTER MOTOR	Starter Motor Delco

LINE VOLTAGE ELECTRICAL POWER DISTRIBUTION

BATTERY CONDITIONER	Batt Cond Kussmaul Chief 4012 40A
BATTERY CONDITIONER LOCATION	Batt Cond Loc LH RFO Seat Position
BATTERY CONDITIONER DISPLAY	Batt Cond Display Integrated In Elec Inlet w/Digital Status Center
BATTERY CONDITIONER DISPLAY LOCATION	Batt Cond Display Location Integrated with Elec Inlet
ELECTRICAL INLET LOCATION	Elec Inlet Location LH Cab Side Fwd Lwr Rear of Bumper
ELECTRICAL INLET	Elec Inlet 120V 20A Auto Eject
ELECTRICAL INLET CONNECTION	Elec Inlet Conn to Batt Conditioner
ELECTRICAL INLET COLOR	Elec Inlet Color Red

LIGHTING

HEADLIGHTS	Headlights 4 Headlamps LED, Firetech FT-4X6-4KIT
HEADLIGHT LOCATION	Headlights Below Frt Warn Lts
FRONT TURN SIGNALS	Frt Turn Signals Whelen M6 LED Above Frt Warn Rad Mnt
SIDE TURN/MARKER LIGHTS	Side Turn/Marker Lts LED Tecniq S170
MARKER & ICC LIGHTS	Marker & ICC Lts Face Mnt LED Tecniq S170
HEADLIGHT AND MARKER LIGHT ACTIVATION	Hdlt & Mrkr Lt Actv Disp/Halo w/Mrkr Lts/Ign Sw
INTERIOR OVERHEAD LIGHTS	Interior Overhead Lts Red/Clear LED
INTERIOR OVERHEAD LIGHTING ACTIVATION	Int Ovrhd Lt Actv Resp Dr & MUX
LIGHTBAR PROVISION	Lightbar Prov Wire & Lwr Mnt Chassis Supply
CAB FRONT LIGHTBAR MODEL	Cab Front Lightbar Model Whelen F4N72
CAB FRONT LIGHTBAR	Cab Front Lightbar - Configured in 5450M Subcategory
FRONT LIGHTBAR LAYOUT	Cab Front Lightbar Layout
FRONT LIGHTBAR ORIENTATION	Front Lightbar Orientation - Standard Fwd
FRONT LIGHTBAR LIGHT POSITION 2	Cab Front Lightbar Position 2 - Red LH Side
FRONT LIGHTBAR LIGHT POSITION 4	Cab Front Lightbar Position 4 - Red
FRONT LIGHTBAR LIGHT POSITION 5	Cab Front Lightbar Position 5 - White

FRONT LIGHTBAR LIGHT POSITION 6	Cab Front Lightbar Position 6 - Red
FRONT LIGHTBAR LIGHT POSITION 7	Cab Front Lightbar Position 7 - Red
FRONT LIGHTBAR LIGHT POSITION 8	Cab Front Lightbar Position 8 - Red
FRONT LIGHTBAR LIGHT POSITION 9	Cab Front Lightbar Position 9 - White
FRONT LIGHTBAR LIGHT POSITION 10	Cab Front Lightbar Position 10 - White
FRONT LIGHTBAR LIGHT POSITION 11	Cab Front Lightbar Position 11 - Red
FRONT LIGHTBAR LIGHT POSITION 12	Cab Front Lightbar Position 12 - Red
FRONT LIGHTBAR LIGHT POSITION 13	Cab Front Lightbar Position 13 - Red
FRONT LIGHTBAR LIGHT POSITION 14	Cab Front Lightbar Position 14 - White
FRONT LIGHTBAR LIGHT POSITION 15	Cab Front Lightbar Position 15 - Red
FRONT LIGHTBAR LIGHT POSITION 17	Cab Front Lightbar Position 17 - Red RH Side
LIGHTBAR SWITCH	Lightbar Sw Disp
FRONT SCENE LIGHTS	Frt Scene Lts FireTech FT-BG25-R-R3-72-ML-W Single Device Controller - FT-BG2S-SAC-001-Wire Vista Button (Front Scene) to Flood Scene Input-Wire Vista Button (Emaster) to Warning 2 Input-Wire Running to Marker Light Input
FRONT SCENE LIGHT LOCATION	Frt Scene Lt Loc (2) Inboard Brow Pos
FRONT SCENE LIGHTS ACTIVATION	Frt Scene Lts Actv Disp
SIDE SCENE LIGHTS	Side Scene Lts Firetech FT-BG2-R-R3-18-B
SIDE SCENE LIGHT LOCATION	Side Scene Lt Loc Radius Mount Above Mid Cab
SIDE SCENE ACTIVATION	Side Scene Actv Indv Disp Actv
GROUND LIGHTS	Ground Lts Tecniq T44 LED
GROUND LIGHTING ACTIVATION	Ground Lt Actv Prk Brk, Resp Sd Dr, Disp & Turn Sig
UNDER BUMPER LIGHTS	Under Bmpr Lts 4" LED Prk Brk
LOWER CAB STEP LIGHTS	Lwr Cab Step Lts Tecniq T44 LED
INTERMEDIATE STEP LIGHTS	Intermediate Step Lts Tecniq D06 LED Frt Drs
ENGINE COMPARTMENT LIGHT	Engine Cmpt Work Lt LED (1)

OPTICAL WARNING DEVICES

DO NOT MOVE APPARATUS LIGHT	Do Not Move App Lt Flashing Red Tecniq K50 LED w/Alarm
MASTER WARNING SWITCH	Mstr Warn Sw Disp
HEADLIGHT FLASHER	Headlight Flasher Alternating
HEADLIGHT FLASHER SWITCH	Headlight Flasher Sw Disp
INBOARD FRONT WARNING LIGHTS	Inboard Frt Warn Lts Whelen M6 LED Chrm Bezel
INBOARD FRONT WARNING LIGHTS COLOR	Inboard Frt Warn Lts Color Red w/Clr Lens
OUTBOARD FRONT WARNING LIGHTS	Outboard Frt Warn Lts Whelen M6 LED Chrm Bezel
OUTBOARD FRONT WARNING LIGHTS COLOR	Outboard Frt Warn Lts Color Red w/Clr Lens
FRONT WARNING SWITCH	Frt Warn Sw Disp
INTERSECTION WARNING LIGHTS	Intersection Warn Lts Whelen M6 LED
INTERSECTION WARNING LIGHTS COLOR	Int Warn Lts Color Red w/Clr Lens

INTERSECTION WARNING LIGHTS LOCATION	Intersection Warn Lts Location Bumper Tail Recess Mnt
AUXILIARY INTERSECTION WARNING LIGHTS	Aux Intersection Warn Lts Whelen M6 LED
AUXILIARY INTERSECTION WARNING LIGHTS COLOR	Aux Intersection Warn Lts Color Red w/Clear Lens
AUXILIARY INTERSECTION WARNING LIGHTS LOCATION	Aux Intersection Warn Lts Loc Bmpr Corner Recess Mnt
SIDE WARNING LIGHTS	Side Warn Lts Whelen M6 LED
SIDE WARNING LIGHTS COLOR	Side Warn Lts Color Red w/Clr Lens
SIDE WARNING LIGHTS LOCATION	Side Warn Lts Location Lwr Mid
SIDE AND INTERSECTION WARNING SWITCH	Side & Intersection Warn Sw Disp
TANK LEVEL LIGHTS	Tank Lvl Lts FRC Max Vision
TANK LEVEL LIGHTS ACTIVATION	Tank Lvl Lights Actv Prewire Rear of Cab
TANK LEVEL LIGHTS LOCATION	Tank Lvl Lights Loc Rear Cab Sides Centered
INTERIOR DOOR OPEN WARNING LIGHTS	Int Dr Open Warn Lts Amber Weldon 15" LED Dir Flsh

AUDIBLE WARNING DEVICES

SIREN CONTROL HEAD	Siren Ctrl Head Federal Signal PA4000-200
STEERING WHEEL HORN BUTTON SELECTOR SWITCH	Horn Btn Sel Sw Elec Horn/Air Horn MUX
AUDIBLE WARNING LH FOOT SWITCH	Audible Warning LH Foot Switch Siren
MECHANICAL SIREN FOOT SWITCH LH	Mechanical Siren Foot Switch LH Linemaster 491-S
MECHANICAL SIREN FOOT SWITCH LH LOCATION	Mechanical Foot Switch LH Location A-Pillar
MECHANICAL SIREN FOOT SWITCH LH POSITION	Mechanical Siren Foot Switch Position Outboard of Other Foot Switches
AUDIBLE WARNING LH FOOT SWITCH BRACKET	Audible Warn LH Ft Sw Single Brkt 30Deg TPlate
AIR HORN AUXILIARY ACTIVATION	Air Horn Actv L/R Lanyard
MECHANICAL SIREN BRAKE/AUXILIARY ACTIVATION	Mech Siren Actv (1) Rkr Sw/(2) Brk Sw
MECHANICAL SIREN INTERLOCK	Mechanical Siren Interlock Master Warn Only
BACK-UP ALARM	Back-Up Alarm Ecco 575

INSTRUMENTATION

INSTRUMENTATION	Instrumentation Digital Innovative Controls Touchscreen
BACKLIGHTING COLOR	Backlighting Color Red Switch Backlighting w/White Digital Dash Display
HOUR METER	Hour Meter Digital Dash Engine/Pump/LH PTO

COMMUNICATIONS SYSTEMS

RADIO	Radio Jensen WB/AM/FM/BT
RADIO LOCATION	Radio Overhead RH
AM/FM ANTENNA	AM/FM Antenna RH Fwd Cab Roof
RADIO SPEAKERS	Radio Speakers (4) Front/Rear
CAMERA	Cam in View 360-HD (4) Cam Bird's Eye View System
CAMERA DISPLAY	Camera Display on (2) Disp
COMMUNICATION ANTENNA	Comm Ant Base LH Fwd Cab Rf Chassis Sply
COMMUNICATION ANTENNA CABLE ROUTING	Comm Ant Cable Routing Under RH Frt Seat
AUXILIARY COMMUNICATION ANTENNA	Aux Comm Ant Base RH Fwd Cab Roof Chassis Sply
AUXILIARY COMMUNICATION ANTENNA CABLE ROUTING	Aux Comm Ant Cable Routing Under RH Frt Seat
TWO-WAY RADIOS	Two-Way Radio Cutout for Motorola APX4500 Ctr Pnl & Ext Cond 1.5" Under RH Seat
PANEL LAYOUT	Panel Layout

ADDITIONAL EQUIPMENT

FIRE EXTINGUISHER	Fire Extinguisher Shiploose
DOOR KEYS	Door Keys for Manual Locks (4)

SALES ADMIN

CHASSIS OPERATION MANUAL	Chassis Operation Manual Digital Copy (2)
ENGINE & TRANSMISSION OPERATION MANUAL	Eng & Trans Operation Man Eng Hard Copy/Trans Digital/Eng Owner Digital
CAB/CHASSIS AS BUILT WIRING DIAGRAMS	Cab/Chassis As Built Wiring Diagrams Digital Copy (2)
SALES TERMS	Sales Terms

ENGINEERING

DRIVELINE LAYOUT CONFIRMATION	Driveline Layout Confirmation Required
EFCM/REAR CROSSMEMBERS	End of Frame Cross Member 2.25" From EOF

Quote SO

Louisiana Emergency Equipment

Exp. Date: 03/26/2026
Quote No: 10359-0001

BLRPLATE:	CF-IPS-BPT	Ips Midship Pumper - Boiler Plate
CHASSIS:	CF-IPS-CHS	Ips Midship Pumper - Chassis
PUMP CNTRL:	CF-IPS-PCT	Ips Midship Pumper - Pump Control
PLUMBING:	CF-IPS-PLM	Ips Midship Pumper - Plumbing
BODY:	CF-IPS-BDY	Ips Midship Pumper - Body
ELECTRICAL:	CF-IPS-ELC	Ips Midship Pumper - Electrical
EXTRAS:	CF-IPS-EXT	Ips Midship Pumper - Extras

PART NO	S	DESCRIPTION	QTY	ID
00-00-0050		STAR QW Data Book v10.35 Release: 1.15.2026 / Expires: 6.15.2026	1	ERVS
00-00-1570		BOILER PLATE - Star IPS Pumper - (Generic Specs for BP-NO Brand)	1	ERVS
00-01-1000		General Specifications (Generic Specs), Pumper	1	ERVS
00-01-2500		Engine Availability	1	ERVS
00-01-3000		NO Dealer BIO Details- Use Drop Down to add a 'Dealer' section adds	1	ERVS
00-03-1110		Bid (Generic Specs) Drawing	1	ERVS
00-03-1212		Pre-Con (Generic Specs) Drawing WITH Pump Panel Approval	1	ERVS
00-05-2500		NO Bid Security/Bid Bond	1	ERVS
00-06-1000		***Performance Bond (Generic Specs)***	***1***	***ERVS***
00-07-2500		NO Warranty Bond	1	ERVS
00-08-3100		Single Source Manufacturer (Generic Specs)	1	ERVS
00-08-4110		Tag On Order/Cooperative Purchasing Agreement (Generic)	1	ERVS
00-10-0100		Third Party Pump & Low-Voltage Electrical Certification Test (NFPA)-Full Specs	1	ERVS
00-10-4000		Finite Element Analysis (Generic specs)	1	ERVS
00-13-1000		2 Hard Copy Sets Supplied Component Info, Pumper/Tanker (Generic Specs)-English	1	ERVS
00-13-2010		{Qty} Hard Copy Set-Electrical Schematics-English	1	ERVS
00-13-9000		Warning and Information Labels - English	1	ERVS
00-30-0550		Apparatus Inspections, Pumper	1	ERVS
00-30-1000		Factory Pre-construction Conference with Factory Personnel	1	ERVS
00-30-2005		NO Mid-Construction Inspection Conference	1	ERVS
00-30-4000		Final Inspection	1	ERVS
00-30-5000		Online Customer Interaction with pump & plumbing (Generic Specs)	1	ERVS
00-38-0200		NO Apparatus Training	1	ERVS
00-40-0100		Liability Insurance, $10 mill (Generic Specs)	1	ERVS

PART NO	S	DESCRIPTION	QTY	ID
00-60-1000		General Warranty - 2 Year (Generic Specs)	1	ERVS
00-90-8200		10 Year Plumbing Warranty, (Generic Specs)	1	ERVS
00-95-0010		Apparatus Requirements - IPS	1	ERVS
00-95-1E00	***S***	***Maximum Overall Length Requirement (Max OAL)***	***1***	***ERVS***
00-95-2E00	***S***	***Maximum Overall Height Requirement (Max OAH)***	***1***	***ERVS***
00-95-3E00		Maximum Overall Width, (OAW) = 99" (Apparatus Body)	1	ERVS
00-95-5E50		NO Maximum Wheelbase	1	ERVS
01-01-1015		******Gladiator** CUSTOM CHASSIS***	***1***	***ERVS***
01-01-1450		SPARTAN CUSTOM CHASSIS, IPS Pumper ***MAKE SELECTIONS IN FTBuilder***	1	ERVS
04-00-0275		Spartan Major Chassis Modifications, IPS/NXT	1	ERVS
04-00-4550		Jackshaft for pump mount (1/2 chassis provided jackshaft selected in FTBuilder)	1	ERVS
04-00-4600		Drill Frame for Body Installation- DO NOT DELETE< REQUIRED LINE ITEM-READ NOTE	1	ERVS
04-12-1500		Back up alarm (Chassis Provided)	1	ERVS
04-18-1200		Hazard light/ in cab (Chassis Provided)	1	ERVS
04-20-0005		NO Handheld Spotlights	1	ERVS
04-20-0300		NO Cab Exterior Spotlights	1	ERVS
04-21-0005		NO Map Light	1	ERVS
04-22-0005		CAB INTERIOR ACCESSORIES (CUSTOM CHASSIS) **CHECK FTBuilder 1ST**	1	ERVS
04-22-0100		NO Cab Accessory Mounting Panel For Doghouse	1	ERVS
04-22-0200		NO Rear Facing Engine Tunnel Shelf -Between EMS compts	1	ERVS
04-22-0300		NO Door Storage Pockets	1	ERVS
04-22-0400		NO PAC TRAC Boards-NEED STAY OUT ZONES FOR APS IF APPLIC	1	ERVS
04-22-0500		NO Upper Rear Storage Shelf	1	ERVS
04-22-0700		NO MDT Tray (not available on comm cabs)	1	ERVS
04-22-0800		NO Laptop Swivel	1	ERVS
04-22-0900		NO Map & Binder Storage (CUSTOM CAB)	1	ERVS
04-22-2000		NO Rear Wall Upper Storage Compartment	1	ERVS
04-25-0015		NO EMS Compartment - CUSTOM CAB (USE FTBuilder FIRST!!!	1	ERVS
04-26-0010		CAB EXTERIOR ACCESSORIES (CUSTOM CHASSIS)	1	ERVS
04-26-0050		NO Pike Pole Storage	1	ERVS
04-26-0100		NO Exterior Cab Tray Assembly	1	ERVS
04-45-0500		NO Radio Antenna Mounting Base	1	ERVS
04-45-1040		***Intercom, Fire Department supplied & installed***	***1***	***ERVS***
04-48-0100		NO Tailboard to Cab Buzzer	1	ERVS
04-50-0050		*ELECTRICAL/AIR CHARGING SYSTEM PACKAGE, CUSTOM CHASSIS*	1	ERVS
04-50-0100		Electrical charging system installed (Chassis Provided)	1	ERVS
04-52-0105		NO Shoreline to be installed by body manufacturer	1	ERVS
04-55-0100		NO Additional Air Charging System Provided (Can select Chassis Provided option)	1	ERVS
04-58-0005		Bumper Options, Custom Chassis - Pumper/Tankers	1	ERVS
04-58-0105		Bumper Extension (Chassis Provided) (use drop down for X-lay options)	1	ERVS

PART NO	S	DESCRIPTION	QTY	ID
04-58-0200		Bumper Apron (Chassis Provided)	1	ERVS
04-58-0305		NO Front Bumper Compartment Center	1	ERVS
04-58-0310		NO Front Bumper Compartment LH	1	ERVS
04-58-0315		NO Front Bumper Compartment RH	1	ERVS
04-61-0400		NO Bumper Guide Poles	1	ERVS
04-64-0005		SIREN CONTROL HEAD-CUSTOM CHASSIS	1	ERVS
04-64-0100		Siren Head (Chassis Provided)	1	ERVS
04-65-0005		SIREN SPEAKER, CUSTOM CHASSIS	1	ERVS
04-65-0040		Siren Speaker(s) (Chassis Provided & installed)	1	ERVS
04-67-0010		***Mechanical Siren (Chassis Provided)***	***1***	***ERVS***
04-69-0900		***NO Mechanical Siren Guards***	***1***	***ERVS***
04-80-0100		NO Fire Bell	1	ERVS
04-85-0005		AIR HORNS, CUSTOM CHASSIS	1	ERVS
04-85-0100		Air Horn (Chassis Provided & Installed)	1	ERVS
04-86-0100		NO Auxiliary Cab Gauges Added by Body Builder	1	ERVS
04-87-0000		Chassis Required Labeling & Miscellaneous Options, English, custom cab	1	ERVS
		Where applicable, style/brand of labels to match call out in plumbing		
04-87-5000		Apparatus Information Label-English	1	ERVS
04-87-6031		Cab Helmet Warning Label (Chassis Supplied-English verbiage)	1	ERVS
04-92-0100		Tire Pressure Observation System- Spartan Chassis	1	ERVS
04-92-1000		Tire Pressure Indicators (Chassis Provided)	1	ERVS
04-95-3050		NO Tire Chains	1	ERVS
05-02-0100		Vehicle Data Recorder & Seat Belts Spartan Chassis	1	ERVS
05-02-1000		Vehicle Data Recorder (Chassis Supplied)	1	ERVS
05-10-1000		ESC Brakes stability control system - (SEE ENG NOTE) - (Chassis Provided)	1	ERVS
05-15-0050		Helmet Restraints	1	ERVS
05-15-0154		***Helmet Restraints - Fire Department Supplied & Installed-***	***6***	***ERVS***
06-20-0002		NO Front Mud Flaps Added	1	ERVS
06-20-0010		Mud flaps - Rear/Individual (W/Logo)	1	ERVS
06-22-0150		Cab Tilt Options, IPS	1	ERVS
06-22-0700		Cab Tilt Pendant Control w/Quick Connect -Pump Panel Sill-	1	ERVS
06-22-1205		Air Tank Drain Lines -(extended)	1	ERVS
06-25-0500		Horizontal Exhaust, Spartan Provided	1	ERVS
06-26-0105		Exhaust Heat Shield, Front Compartment	1	ERVS
06-43-0050		NO Wheel Covers	1	ERVS
70-20-1200		Engine Compartment Light (Chassis Provided)	1	ERVS
09-02-0110		***Pump Panel Harness for PSG***	***1***	***ERVS***
09-09-0210		***Intake Pressure Relief - TFT, All Pumps***	***1***	***ERVS***
09-09-5000		***NO Intake Plumbing Extension***	***1***	***ERVS***
26-05-0125		Valve Control-Innovative Controls- Side Mount {NEW}	1	ERVS
26-10-1031		Panel Lights -Side Operators-Whelen PSCOMPH LED Strip-Lites/Grote-IPS	1	ERVS
26-10-2005		Pump Panel Light Activation- OK to Pump and Switch at operator's panel	1	ERVS

PART NO	S	DESCRIPTION	QTY	ID
26-10-2035		Pump Panel Light Activation- L1 Compartment - IPS Only	1	ERVS
26-10-2530		Pump Compartment Construction, Pumper, IPS	1	ERVS
26-10-2920		IPS Pump Compartment Mounting	1	ERVS
26-10-3205		IPS, Side Operator Control Panel w/ Speedlays- (165" body length min)	1	ERVS
26-10-7205	***S***	***Deleted***	***1***	***ERVS***
		Delete		
26-11-9325		Pump Compt Fwd Wall & R-1 Access (IPS)	1	ERVS
26-12-0010	***S***	***Delete***	***1***	***ERVS***
26-12-0100		***NO Spare Speedlay Trays***	***1***	***ERVS***
26-12-0400		***NO Speedlay Grab Loops***	***1***	***ERVS***
26-12-0500		***Pump Compartment Width - 25"***	***1***	***ERVS***
26-13-0005		NO Pump Compartment Heater	1	ERVS
26-13-3045		NO Heat Pan	1	ERVS
26-15-0100		NO Air Chuck Outlet/Inlet	1	ERVS
26-41-1060		Pump Side Panels Left/Right Lower -Removable- (Brushed SST) IPS	1	ERVS
26-41-5015		Right & Left Side Structure DA finish	1	ERVS
27-00-0030		Running Board Details, IPS Pumper	1	ERVS
27-05-0025		3/16" Embossed Aluminum Diamond Plate Overlay (use drop down for hswll pkg)-IPS-	1	ERVS
27-12-0005		***NO Left Side Auxiliary Step Platform (Slide Out/Pull Out/Fixed)-ADD for 4x4s***	***1***	***ERVS***
27-12-0010		***NO Right Side Auxiliary Step Platform (Slide Out/Pull Out/Fixed)-ADD for 4x4s***	***1***	***ERVS***
28-15-0090		PSG - Fire Research Corporation "InControl 400" (IPS Only)	1	ERVS
28-22-0015		***CLASS 1 4.5" Master Gauges LFP-410 Liquid Filled***	***1***	***ERVS***
28-22-0100		***-30 to 400 PSI Scale Reading-Gauge***	***1***	***ERVS***
28-22-0405		***Black Markings on white gauge face***	***1***	***ERVS***
28-22-0500		***NO LED backlight***	***1***	***ERVS***
28-25-0100		Pump Testing Ports	1	ERVS
28-25-0150		Water Tank Gauge Package(s)	1	ERVS
28-25-0220		***Air Horn Button-Red Momentary Rocker (For Use w/ IC Panel)***	***1***	***ERVS***
28-25-0300		NO Gauge - Chassis Fuel/DEF at Pump Panel {Custom Chassis Only}	1	ERVS
28-25-0500		NO Pump Hour Meter	1	ERVS
28-25-1120		***Innovative Control Six Place Switch Panel - Chrome Bezel***	***1***	***ERVS***
28-25-1700		NO Radio Compartment	1	ERVS
28-50-0105		***FRC TankVision PRO WLA300-A00 Tank Level Gauge-Operator's Panel***	***1***	***ERVS***
28-51-0000		NO Chassis Provided/Installed Water Gauges (Custom Cabs ONLY N/A on Commercial)	1	ERVS
28-51-0050		NO Interior Chassis 'mini' Water Gauge	1	ERVS
28-51-0105		***Auxiliary Water Gauge***	***1***	***ERVS***
28-51-0110		NO Additional Water Gauge	1	ERVS
28-51-0120		NO Extra Water Gauge	1	ERVS
28-51-0250		***(Qty 1) FRC MaxVision WLA280-A00 Tank Level Gauge (additional/no driver)***	***1***	***ERVS***
28-52-0015		***Readout at rear of vehicle-left side***	***1***	***ERVS***

PART NO	S	DESCRIPTION	QTY	ID
54-50-3110		***Pump Compt Top (WITH DUNNAGE)-1/8" Embossed Aluminum Diamond Plate***	***1***	***ERVS***
54-50-3315	***S***	***Dunnage Area (Above Pump) w/ Removable Floor-1/8" aluminum diamond plate***	***1***	***ERVS***
54-50-3900		***NO Pumphouse Dunnage Area Cover***	***1***	***ERVS***
58-56-0000		NO Running Board Lighting	1	ERVS
70-20-2100		(1) Pump Compartment Work Light, (Weldon LED)	1	ERVS
70-21-0005		***NO Pump House Dunnage Lighting***	***1***	***ERVS***
08-24-0045		***Waterous CXS 1500 GPM-split shaft - IPS***	***1***	***ERVS***
08-58-0200		***Pump Warranty Waterous (7 year)***	***1***	***ERVS***
09-01-05M0		Master Drain - Turn - Trident (Midship Mounted Pumps)	1	ERVS
09-09-5000		***NO Intake Plumbing Extension***	***1***	***ERVS***
09-09-5000		***NO Intake Plumbing Extension***	***1***	***ERVS***
09-23-0020		***Mechanical Seals***	***1***	***ERVS***
09-24-0010		***Air pump shift (Chassis Provided) SELECT IN FTBuilder***	***1***	***ERVS***
09-38-0100		***Trident Air Primer -Single Primer Actuation***	***1***	***ERVS***
09-38-0305		***Push Button Primer Control***	***1***	***ERVS***
09-38-3100		NO Thermal Relief Valve (All brands universal)	1	ERVS
09-70-0010		Pump Cooling/Circulation Line	1	ERVS
09-70-0420		***(Qty 2) Pump Anodes - discharge and suction***	***1***	***ERVS***
09-70-0500		***NO Pump Anode(s)-Paint Finish***	***1***	***ERVS***
09-71-0010		***NO Manual Override for Pump Shift Provided***	***1***	***ERVS***
09-72-0000		NO Paint Pump	1	ERVS
09-73-0000		NO Painting of Piping	1	ERVS
09-80-3000		***Discharge and Intake Manifolds***	***1***	***ERVS***
10-12-0120		***6" Inlets w/ Short Tubes IPS***	***1***	***ERVS***
10-12-1220		***6" Inlet LEFT SIDE w/ Short Tube - IPS***	***1***	***ERVS***
10-12-1225		***6" Inlet RIGHT SIDE w/ Short Tube - IPS***	***1***	***ERVS***
10-21-6001		***(1) 6" Akron Electric Wafer Valve (Inside Panel)***	***1***	***ERVS***
10-21-6001		***(1) 6" Akron Electric Wafer Valve (Inside Panel)***	***1***	***ERVS***
10-21-601E		***(1) Akron 9343 Navigator Pro 3.0 Electric Controller Only***	***1***	***ERVS***
10-21-601E		***(1) Akron 9343 Navigator Pro 3.0 Electric Controller Only***	***1***	***ERVS***
10-24-8100		***Auxiliary Gated Intake Pressure Relief - TFT***	***1***	***ERVS***
10-24-8100		***Auxiliary Gated Intake Pressure Relief - TFT***	***1***	***ERVS***
10-24-9000		***Electric Valve Manual Override Crank Control***	***1***	***ERVS***
10-24-9000		***Electric Valve Manual Override Crank Control***	***1***	***ERVS***
10-25-1000		***6" Long Handled, Chrome Plated Cap-(Logo)***	***1***	***ERVS***
10-25-1000		***6" Long Handled, Chrome Plated Cap-(Logo)***	***1***	***ERVS***
12-10-1000		Plumbing Specs - Sch 10 Stainless Steel, -Pumper, Tanker- 3" manifold	1	ERVS
12-10-1250		Plumbing Line Protection	1	ERVS
12-10-1290		Plumbing Termination Securement - chain	1	ERVS
12-10-1335		Manual Drains Innovative Controls Lift Handle- {New}	1	ERVS
12-11-0010		NO Foam or CAFS System (Independent system of water pump), Pumper/Tanker	1	ERVS
13-75-0100		IPS Standard Intake/Discharge Package NO FRONT INTAKE	1	ERVS
14-10-0125		2.5 - 3" Left Side Inlet -IPS-	1	ERVS
14-10-0525		2.5 - 3" Right Side Inlet -IPS-	1	ERVS

PART NO	S	DESCRIPTION	QTY	ID
14-30-0105		Akron Rack & Sector Actuated Valve - 2.5"	1	ERVS
14-30-0105		Akron Rack & Sector Actuated Valve - 2.5"	1	ERVS
14-35-0020		***Valve(s) Controlled -Suction Location w/ Push Pull***	***1***	***ERVS***
14-35-0020		***Valve(s) Controlled -Suction Location w/ Push Pull***	***1***	***ERVS***
14-45-0005		2.5" Side Inlet Piping	1	ERVS
14-45-0005		2.5" Side Inlet Piping	1	ERVS
14-50-0010		******Rear Suction Inlet/Intake-Left Exposed***	***1***	***ERVS***
14-55-0500		Term: 2.5" NPT x 2.5" NST adapt w/Plug	1	ERVS
14-55-0500		Term: 2.5" NPT x 2.5" NST adapt w/Plug	1	ERVS
15-05-0125		(Qty 1) 2.5" - 3" Left Side Discharge -IPS-	1	ERVS
15-05-0630		(Qty 1) 2.5" - 3" Right Side Discharge -IPS-	1	ERVS
15-05-1130		(Qty 1) Side 2.5" - 4" Master Discharge-Right Side -IPS-	1	ERVS
15-05-1630	***S***	***1.5" Left Rear Discharge -IPS- NXT***	***1***	***ERVS***
15-05-1820	***S***	***1.5" Auxiliary Left Rear Discharge-inboard of primary -IPS-***	***1***	***ERVS***
15-05-2130	***S***	***1.5" Left Rear Discharge -IPS-***	***1***	***ERVS***
15-05-2205		NO Auxiliary Right Rear Discharge	1	ERVS
16-20-1105	***S***	***(DELETE)***	***1***	***ERVS***
16-20-1225	***S***	***(DELETE)***	***2***	***ERVS***
16-20-1400		NO Speedlay - 2.5" hose	1	ERVS
16-22-0060		***DELUGE & ACCESSORIES, -IPS-***	***1***	***ERVS***
16-22-0125		***(1) 3" Deluge Waterway IPS***	***1***	***ERVS***
16-23-0005		NO Front Bumper Discharge - Turret -	1	ERVS
16-23-0010		***(1) Front Discharge (front bumper)***	***1***	***ERVS***
16-24-0005		NO Washdown Water System	1	ERVS
16-29-0115		***BOOSTER REEL, IPS Pumper***	***1***	***ERVS***
16-29-9010		NO Booster Reel-Front Bumper Compartment (REQ APPROVAL)	1	ERVS
16-30-0030		***Akron Electrically Actuated Valve - 2"***	***1***	***ERVS***
16-30-0030		***Akron Electrically Actuated Valve - 2"***	***1***	***ERVS***
16-30-0030		***Akron Electrically Actuated Valve - 2"***	***1***	***ERVS***
16-30-0030		***Akron Electrically Actuated Valve - 2"***	***1***	***ERVS***
16-30-0145		***Akron Electrically Actuated Valve - 2 1/2"***	***1***	***ERVS***
16-30-0145		***Akron Electrically Actuated Valve - 2 1/2"***	***1***	***ERVS***
16-30-0245		***Akron Electrically Actuated Valve - 3"***	***1***	***ERVS***
16-30-0310		***Akron Electrically Actuated Valve - 4"***	***1***	***ERVS***
16-44-0210		***2" Discharge Plumbing (rear discharges)***	***1***	***ERVS***
16-44-0210		***2" Discharge Plumbing (rear discharges)***	***1***	***ERVS***
16-44-0210		***2" Discharge Plumbing (rear discharges)***	***1***	***ERVS***
16-44-0410		***2" Discharge Plumbing (1 1/2" fbd)***	***1***	***ERVS***
16-44-0510		2 1/2" Discharge Piping (side discharges)	1	ERVS
16-44-0510		2 1/2" Discharge Piping (side discharges)	1	ERVS
16-44-1520		***3" Discharge Piping (deluge) IPS***	***1***	***ERVS***
16-44-1710		***4" Discharge Piping (side mstr)***	***1***	***ERVS***
16-44-9000		***NO Painted Front Bumper Discharge Plumbing***	***1***	***ERVS***
16-45-0105		***Air Blowout for Front Bumper Discharge***	***1***	***ERVS***
16-50-0100		***NO DISCHARGE TERMINATION PROVIDED (DEALER OR FD TO PROVIDE)***	***1***	***ERVS***
16-50-0100		***NO DISCHARGE TERMINATION PROVIDED (DEALER OR FD TO PROVIDE)***	***1***	***ERVS***

PART NO	S	DESCRIPTION	QTY	ID
16-50-0100		***NO DISCHARGE TERMINATION PROVIDED (DEALER OR FD TO PROVIDE)***	***1***	***ERVS***
16-50-1010		***Term: 2" NPT x 1.5" NST SST Chiksan (on grav. shield) (no cap)***	***1***	***ERVS***
16-52-1100		Term: 2.5" NST x 2.5"NST x 2.5"NST Chrome Elbow w/cap	1	ERVS
16-52-1100		Term: 2.5" NST x 2.5"NST x 2.5"NST Chrome Elbow w/cap	1	ERVS
16-53-6000		***Term: 4" NPT x 5" Storz elbow w/cap***	***1***	***ERVS***
16-60-0020		DISCHARGE GAUGES (USE INDIV PKG WITH EACH DISCHARGE FOR OPTION UPGRADES) IPS	1	ERVS
16-60-0050		***NO GAUGES-PRESSURE READING SELECTED WITH INDIV DISCHARGE PKGS***	***9***	***ERVS***
16-60-5000		NO GAUGE HEATERS	1	ERVS
16-61-0100		Gauge specified later- OR use drop down for alternative	1	ERVS
16-61-0100		Gauge specified later- OR use drop down for alternative	1	ERVS
16-61-0100		Gauge specified later- OR use drop down for alternative	1	ERVS
16-61-0100		Gauge specified later- OR use drop down for alternative	1	ERVS
16-61-0100		Gauge specified later- OR use drop down for alternative	1	ERVS
16-61-0100		Gauge specified later- OR use drop down for alternative	2	ERVS
16-61-0100		***Gauge specified later- OR use drop down for alternative***	***1***	***ERVS***
16-61-0100		***Gauge specified later- OR use drop down for alternative***	***1***	***ERVS***
16-61-0100		***Gauge specified later- OR use drop down for alternative***	***1***	***ERVS***
16-71-0005		***NO Speedlay Hose Restraints Required (behind Roll up Door)***	***2***	***ERVS***
16-75-0010		***Locate FBD on Top Right Front of Bumper Apron***	***1***	***ERVS***
16-75-0210		***Chiksan Guard- DA Finish***	***1***	***ERVS***
16-79-0130		***Deluge-locate pipe in hose bed dunnage, center location***	***1***	***ERVS***
16-80-0005		***NO Monitor Package (cap off pipe w/stainless steel cap)***	***1***	***ERVS***
16-80-1500		***Deluge Pipe Extension 5" above top of pump compartment with cap***	***1***	***ERVS***
16-88-0900		***BOOSTER REEL CAPACITY, DIMENSIONS AND DETAILS-SEE PDF***	***1***	***ERVS***
16-88-1005		***REEL, std electric w/capacity to handle 1" I.D. hose***	***1***	***ERVS***
16-88-3010		***Booster Hose- Fire Department Provided {MUST Specify Capacity}***	***1***	***ERVS***
		Add booster hose to equipment list		
16-89-1000		***Reel to be (steel, painted std silver)***	***1***	***ERVS***
16-89-2005		***1" Akron Valve-Air Actuated (UPGRADE TO 2" WITH FOAM/CAFS)***	***1***	***ERVS***
16-90-0305	***S***	***Reel mounted pump dunnage compt - upper area-Centered***	***1***	***ERVS***
16-91-1005		***Rewind switch toe kick - above running board***	***1***	***ERVS***
16-92-0105		***Rollers -4 way roller assembly attached to reel***	***1***	***ERVS***
16-93-0010		***Hose reel blow out system***	***1***	***ERVS***
16-93-0100		***NO Gauge for Booster Reel (IF ADD GAUGE, MATCH THE DISCHARGE GAUGE PICK)***	***1***	***ERVS***
16-95-0100		***NO Nozzle***	***1***	***ERVS***
18-61-0000		NO Foam/CAFS Supplied to Discharge	1	ERVS
18-61-0000		NO Foam/CAFS Supplied to Discharge	1	ERVS
18-61-0000		NO Foam/CAFS Supplied to Discharge	1	ERVS
18-61-0000		NO Foam/CAFS Supplied to Discharge	1	ERVS
18-61-0000		NO Foam/CAFS Supplied to Discharge	1	ERVS

PART NO	S	DESCRIPTION	QTY	ID
18-61-0000		NO Foam/CAFS Supplied to Discharge	2	ERVS
18-61-0000		***NO Foam/CAFS Supplied to Discharge***	***1***	***ERVS***
18-61-0000		***NO Foam/CAFS Supplied to Discharge***	***1***	***ERVS***
18-61-0000		***NO Foam/CAFS Supplied to Discharge***	***1***	***ERVS***
18-61-0000		***NO Foam/CAFS Supplied to Discharge***	***1***	***ERVS***
20-00-0010		(Qty 1) Tank to Pump Line - SST Schedule 10	1	ERVS
20-05-0100		Integral Tank to Pump Check Valve	1	ERVS
20-10-0110		(Qty 1) 2" Tank Re-fill Line	1	ERVS
20-15-0030		***(Qty 1) Rear Direct Tank Fill -IPS-***	***1***	***ERVS***
20-26-0125		***Akron Electrically Actuated Valve - 2"***	***1***	***ERVS***
20-26-0337		***Akron Electrically Actuated Valve - 3", Tank to Pump***	***1***	***ERVS***
20-28-0820		***Fireman's Friend Valve - 4"- FOR USE WITH 4" OR 5" PIPING ONLY***	***1***	***ERVS***
20-37-0101		***Akron Navigator Pro 3.0 Electric Controller Only-9343-No Pressure Reading***	***1***	***ERVS***
20-37-0101		***Akron Navigator Pro 3.0 Electric Controller Only-9343-No Pressure Reading***	***1***	***ERVS***
20-37-0111		***Akron Navigator Pro 3.0 Electric Cntrlr w/Pressure & Flow-9345-NO Indiv. Dis. Ga***	***1***	***ERVS***
20-37-0111		***Akron Navigator Pro 3.0 Electric Cntrlr w/Pressure & Flow-9345-NO Indiv. Dis. Ga***	***1***	***ERVS***
20-37-0111		***Akron Navigator Pro 3.0 Electric Cntrlr w/Pressure & Flow-9345-NO Indiv. Dis. Ga***	***1***	***ERVS***
20-37-0111		***Akron Navigator Pro 3.0 Electric Cntrlr w/Pressure & Flow-9345-NO Indiv. Dis. Ga***	***1***	***ERVS***
20-37-0111		***Akron Navigator Pro 3.0 Electric Cntrlr w/Pressure & Flow-9345-NO Indiv. Dis. Ga***	***1***	***ERVS***
20-37-0111		***Akron Navigator Pro 3.0 Electric Cntrlr w/Pressure & Flow-9345-NO Indiv. Dis. Ga***	***1***	***ERVS***
20-37-0111		***Akron Navigator Pro 3.0 Electric Cntrlr w/Pressure & Flow-9345-NO Indiv. Dis. Ga***	***1***	***ERVS***
20-37-0111		***Akron Navigator Pro 3.0 Electric Cntrlr w/Pressure & Flow-9345-NO Indiv. Dis. Ga***	***1***	***ERVS***
20-37-0111		***Akron Navigator Pro 3.0 Electric Cntrlr w/Pressure & Flow-9345-NO Indiv. Dis. Ga***	***1***	***ERVS***
20-45-0215		***4" Piping, Rear Direct Tank Fill***	***1***	***ERVS***
20-50-1100		***DTF Terminate w/ 4" Storz and Cap***	***1***	***ERVS***
20-55-0115	***S***	***One (1) Fill located on LOWER CENTER***	***1***	***ERVS***
28-10-0590		***IC Apparatus Labeling - Deluxe Labels, TC/SC/RM***	***9***	***ERVS***
28-10-0700		***Standard Spartan IC Tags- Grey Background-NO SPEC VERB***	***9***	***ERVS***
28-10-0750		***NO Diagrammatic Decal (pump operator's panel)***	***9***	***ERVS***
28-10-0800		***NO Mechanical Fasteners for labels, Deluxe***	***9***	***ERVS***
28-10-0900		***NO Bezels for Top Control Handles- N/A for IC control handles, no bezels avail***	***9***	***ERVS***
28-10-0910		***NO Trim Bezels for Controls & Discharge and Inlet Cutouts on Side Pump Panels***	***9***	***ERVS***
30-11-1160		Extruded .125 Aluminum Body Material Construction, IPS & NXT	1	ERVS

PART NO	S	DESCRIPTION	QTY	ID
30-12-5232		PPG Painting/Finish Specifications - Aluminum, IPS/NXT	1	ERVS
30-12-5500		10 Year Structural Body Warranty, Aluminum (Generic Specs)	1	ERVS
30-12-5850		Paint Warranty - 10 year Prorated, Aluminum (Generic Specs)	1	ERVS
30-12-6000		Body Paint - Single -	1	ERVS
30-12-6245		Compt. Superliner Finish, Alum -IPS/NXT	1	ERVS
30-12-6540		Superliner Medium Gray Color	1	ERVS
30-12-7000	***S***	***Body Paint color to match (Pierce 90)***	***1***	***ERVS***
30-13-0005		***NO embossed hose bed extension***	***1***	***ERVS***
30-14-0005		***Hose bed Walls w/Brushed Stainless Steel Finish***	***1***	***ERVS***
30-14-2000		***Rear Hose bed Corners Trimmed w/ Brushed SST***	***1***	***ERVS***
30-14-5020		***Hose Bed Side Walls Cap w/ Upper Storage Compartments***	***1***	***ERVS***
30-20-1000		Vibra-Torq Body Mounting, Pumper, Tanker, Wildland	1	ERVS
30-30-1000		99" Wide Body	1	ERVS
30-31-0100		NO Compartment Drains (REQ FOR ULC, ADD BY DROP DOWN)	1	ERVS
30-31-5000		Compartment Filter Vent System	1	ERVS
30-31-5005		NO Power Vent	1	ERVS
31-99-9990		BODY COMPARTMENT DIM GUIDELINES-SEE PDF	1	ERVS
31-99-9992		PUMPER BODY COMPARTMENT MATRIX-SEE PDF-EXCEL ON SMT FOR USE-USE IT!!!	1	ERVS
31-99-9994		REAR TAILBOARD DIM GUIDELINES-SEE PDF (Pumpers/Tanker)	1	ERVS
33-70-2200	***S***	***2190-2 Tanker Body, Tandem Axle, 2000 gal+, HL=4 compts/LR=4compts,***	***1***	***ERVS***
33-75-0040		***Non Locking Flush Fitting Hinged Doors (2005-22) Side Compts***	***1***	***ERVS***
33-75-0200		***Doors to be Aluminum***	***1***	***ERVS***
37-10-0005		***NO Rear Compartment***	***1***	***ERVS***
37-33-0105		***Rear Lower Utility Compt - Hinged Drop down non lock D.P. Door***	***1***	***ERVS***
37-50-0020		***Fuel Tank Access-Hinged Panel-Custom Chassis only option***	***1***	***ERVS***
37-50-0051		***Label for Access Panel***	***1***	***ERVS***
37-95-0070		***Interior Door Liner - Aluminum-DA finish (range c)***	***1***	***ERVS***
37-95-0210		***Hinged Lift Up Door Assist Straps***	***1***	***ERVS***
37-96-0010		***Door Open Switch/Warning Light - Flush Doors***	***1***	***ERVS***
37-98-0010		***Brushed Stainless Steel Sill Plates***	***1***	***ERVS***
38-05-0010		***Compartment Lighting, Pumper/Tanker***	***1***	***ERVS***
38-10-0070		***Rear Tailboard - Flat Back (pumper/dryside tanker/rescue)***	***1***	***ERVS***
38-11-0080		***Step - 9" Deep w/3/16" Embsd Al Diam Plte (NO angled light housing)***	***1***	***ERVS***
38-15-0010		***NO Auxiliary Steps Below Rear Tailboard (may add for 4x4's-required)***	***1***	***ERVS***
38-17-0000		***NO Tailboard Hose Well Packages- Select 20" Tailboard***	***1***	***ERVS***
38-17-0100		***NO Tailboard Hose Trough Packages-Select 20" Tailboard***	***1***	***ERVS***
39-01-0005		***Wheel Wells, Single Axle, Pumper/RM Pumper/Tanker-STD Height Wheel Panels***	***1***	***ERVS***
39-04-0005		***Single Axle Smart Storage - painted- Pumper/RMPumper/Tanker***	***1***	***ERVS***
39-05-0070		***NO Roll-Out Drawers for Wheel Well - {34"} HT Wheel Panels***	***1***	***ERVS***
39-05-0070		***NO Roll-Out Drawers for Wheel Well - {34"} HT Wheel Panels***	***1***	***ERVS***
39-06-0005		***Provisions on the left side in front of the axle, Pumper/Tanker/Rescue***	***1***	***ERVS***
39-06-0060		***Provisions on the left side between the axles, Tanker***	***1***	***ERVS***

PART NO	S	DESCRIPTION	QTY	ID
39-06-0100		*Provisions on the left side behind the axle, Pumper/Tanker/Rescue*	*1*	*ERVS*
39-06-0150		*Provisions on the right side in front of the axle, Pumper/Tanker/Rescue*	*1*	*ERVS*
39-06-0210	*S*	*Provisions on the right side between the axles, Tanker*	*1*	*ERVS*
39-06-0250		*Provisions on the right side behind the axle, Pumper/Tanker/Rescue*	*1*	*ERVS*
39-07-0010		*Wheel Chock Compartment*	*1*	*ERVS*
39-07-0040		*Open Storage Compartment (tandem storage)*	*1*	*ERVS*
39-07-0105		*6.75" dia. SCBA Compartment (3 SCBA bottles)*	*1*	*ERVS*
39-07-0105		*6.75" dia. SCBA Compartment (3 SCBA bottles)*	*1*	*ERVS*
39-07-0125		*6.75" dia. SCBA Compartment (3 SCBA bottles) (tandem sect)*	*1*	*ERVS*
39-07-0730		*Fuel Fill (custom chassis only) & (1) 6.75" dia. Compartment (1 bottle)*	*1*	*ERVS*
39-08-0025		*Smart Storage Door-Finish- "Painted Stainless"-Round Latches*	*1*	*ERVS*
39-09-0015		*Door Open Switch/Warning Light - Smart Storage*	*1*	*ERVS*
39-15-0005		*Rear Fenderettes to be Polished Stainless*	*1*	*ERVS*
39-16-0000		*NO Blackout Coating Applied to Fenderette*	*1*	*ERVS*
43-10-5000		*NO Upper Storage Compartments/Body Wall Adjustment IPS*	*1*	*ERVS*
43-24-0000		*NO Underbody Storage Compartments*	*1*	*ERVS*
50-12-4000		*Walls to be 90" tall*	*1*	*ERVS*
50-15-3030		*Hose bed Description - IPS/NXT*	*1*	*ERVS*
50-15-3305		*Dunnage Area in Hose bed (KEEP FOR LOW HOSE BED/GENERATOR/ETC)*	*1*	*ERVS*
50-15-3380		*NO Embossed Floor Upgrade in Hose Bed Dunnage*	*1*	*ERVS*
50-15-3400		*NO Hose bed Dunnage Area Cover*	*1*	*ERVS*
50-15-4005		*{Qty} Full Height Hose Bed Divider(s) w/o hand cut-out(s)*	*1*	*ERVS*
50-15-4100		*NO Auxiliary Shortened Hose Bed Divider (NOT flush with top of hose bed)*	*1*	*ERVS*
50-15-6020		*Scallop/Belly Cut(s) in Adjustable Hose Bed Divider(s)*	*1*	*ERVS*
50-15-9E00		*Hose Load (Select Options for Qty/Size of Hose Load)-More Opts avail-opt/pkg ind*	*1*	*ERVS*
50-16-0010		**SELECT HOSE BAY 1* (BAY 1 IS FAR LEFT, GO L TO R)*	*1*	*ERVS*
50-16-0020		**SELECT HOSE BAY 2* (BAYS GO L TO R)*	*1*	*ERVS*
50-16-0030		**SELECT HOSE BAY 3* (BAYS GO L TO R)*	*1*	*ERVS*
50-16-0040		**SELECT HOSE BAY 4* (BAYS GO L TO R)*	*1*	*ERVS*
50-16-0050		**SELECT HOSE BAY 5* (BAYS GO L TO R)*	*1*	*ERVS*
50-18-0000		*2" Hose*	*1*	*ERVS*
50-18-0000		*2" Hose*	*1*	*ERVS*
50-18-0000		*2" Hose*	*1*	*ERVS*
50-18-0150		*2" Hose-150 feet*	*1*	*ERVS*
50-18-0200		*2" Hose-200 feet*	*1*	*ERVS*
50-18-0200		*2" Hose-200 feet*	*1*	*ERVS*
50-20-0000		*3" Hose*	*1*	*ERVS*
50-20-0350		*3" Hose-350 feet*	*1*	*ERVS*
50-22-0000		*5" Hose*	*1*	*ERVS*
50-22-1050		*5" Hose-1050 feet*	*1*	*ERVS*
50-29-0005		*NO AUX/ADDITIONAL Hose stored in top of bay above Primary hose*	*1*	*ERVS*
50-29-0005		*NO AUX/ADDITIONAL Hose stored in top of bay above Primary hose*	*1*	*ERVS*

PART NO	S	DESCRIPTION	QTY	ID
50-29-0005		***NO AUX/ADDITIONAL Hose stored in top of bay above Primary hose***	***1***	***ERVS***
50-29-0005		***NO AUX/ADDITIONAL Hose stored in top of bay above Primary hose***	***1***	***ERVS***
50-29-0005		***NO AUX/ADDITIONAL Hose stored in top of bay above Primary hose***	***1***	***ERVS***
50-30-0010		***Hose Bed Cover - IPS/NXT***	***1***	***ERVS***
50-30-0060	***S***	***Dealer provided Hose Restraints***	***1***	***ERVS***
50-60-0255		***Storage Compartment /Internal of Body {selectable components} IPS & NXT***	***1***	***ERVS***
50-60-0310		***Compartment to Hold (Qty) Backboards-VERIFY QTY***	***1***	***ERVS***
50-60-0905		***Located in the Hose Bed Storage Area-horizontal left side***	***1***	***ERVS***
50-60-1010		***Hinged Door (alum diamond plate/ 2pb latch)***	***1***	***ERVS***
50-60-2500		***NO Auxiliary Rescue Equipment Storage Compartments (Stokes, Backboards, L.G.)***	***1***	***ERVS***
51-05-0025		Vertical Unistrut (ALL) Body Compartments, Pumper (includes rear) IPS/NXT	1	ERVS
51-06-0000		NO Horizontal Unistrut {DO NOT add if Spartan is prov. Wall Mount Boards}	1	ERVS
52-13-0005		SINGLE AXLE-OverWheel Compartment Partitions Standard (USE DROP DOWN FOR OPTS)	1	ERVS
52-13-0010		Overwheel Partitions (Left Side/Right Side or Both) Single Axle	1	ERVS
52-13-1300		NO Fixed Vertical Side Compartment Dividers	1	ERVS
52-13-1400		NO Fixed Vertical B1 Compartment Dividers	1	ERVS
52-14-0005		NO Adjustable Vertical Side Compartment Dividers	1	ERVS
52-14-1000		NO Adjustable Vertical B1 Compartment Dividers	1	ERVS
52-15-0010		NO Protective Matting-Compartment Floors	1	ERVS
52-16-0004		***Shelving and Roll Out Tray Packages, Pumpers/Dryside Tanker***	***1***	***ERVS***
52-16-0080		***Shelving Package, Pumpers/Dryside Tanker {SEE PDF for Shelving Capacity.}***	***1***	***ERVS***
52-16-0115		***NO AUX Upper Shelving in compartments (this includes overwheel compartments)***	***1***	***ERVS***
52-16-0145		***NO AUX Lower Shelving in compartments***	***1***	***ERVS***
52-16-0160		***NO Rear Compartment (B-1) Shelving***	***1***	***ERVS***
52-16-0170		***NO Permanent Half Depth Shelving in compartments***	***1***	***ERVS***
52-16-0210		***{QTY} Full Width x Half Depth - Upper Shelf *ADD LOCATIONS W/ PKG OPT IND***	***2***	***ERVS***
52-16-0410		***{QTY} Full Width x Full Depth-Lower Shelf***ADD LOCATIONS W/ PKG OPT INDICATOR***	***2***	***ERVS***
52-17-0300		***NO Upper Shelf Depth Modifications-SELECT FOR WALL MNT TOOL BOARDS***	***2***	***ERVS***
52-22-0020		***Roll-Out Tray Package- Pumpers/Dryside Tanker***	***1***	***ERVS***
52-22-0110		***NO Auxiliary Floor Mount Roll Out Trays***	***1***	***ERVS***
52-22-0205		***NO Adjustable Mount Roll Out Trays***	***1***	***ERVS***
52-22-0210		***NO Auxiliary Adjustable Mount Roll Out Trays***	***1***	***ERVS***
52-22-0305		***NO Roll Out Tilt Trays {Recommend Full Depth Compartment Location}***	***1***	***ERVS***
52-22-8205		***{Qty} Floor Mount Roll Out-Full Width-(Spartan 300#/100% w/Front Drawer Release)***	***1***	***ERVS***
52-26-0005		***NO Protective Matting-Shelves/Trays (this is all inclusive)***	***1***	***ERVS***

PART NO	S	DESCRIPTION	QTY	ID
52-26-2000		***NO Tray/Shelf Finish applied (raw finish)***	***1***	***ERVS***
52-26-3000		***NO Tray Retro-Reflective Striping***	***1***	***ERVS***
52-26-4000		***NO Shelf Retro-Reflective Striping***	***1***	***ERVS***
52-39-0020		****TOOL BOARD PACKAGE****	***1***	***ERVS***
52-39-0100		***NO Pull-Out Tool Board***	***1***	***ERVS***
52-39-0200		***NO Adjustable Swing-Out Tool Board (full depth compartments only)***	***1***	***ERVS***
52-39-0250		***NO Fixed Swing-Out Tool Board (half depth compartments only)***	***1***	***ERVS***
52-39-0325		***Wall Mounted Tool Boards mounted to brackets - Pac-Trac w/DA Finish-***	***4***	***ERVS***
52-39-1300		***No Reflective Striping on Pac Tool Board Slats***	***4***	***ERVS***
52-40-0105		***{Qty} L1 Compartment***	***1***	***ERVS***
52-40-0105		***{Qty} L1 Compartment***	***1***	***ERVS***
52-40-0105		***{Qty} L1 Compartment***	***1***	***ERVS***
52-40-0110		***{Qty} L2 Compartment***	***1***	***ERVS***
52-40-0115		***{Qty} L3 Compartment***	***1***	***ERVS***
52-40-0120		***{Qty} L4 Compartment***	***1***	***ERVS***
52-40-0120		***{Qty} L4 Compartment***	***1***	***ERVS***
52-40-0205		***{Qty} R1 Compartment***	***1***	***ERVS***
52-40-0220		***{Qty} R4 Compartment***	***1***	***ERVS***
52-41-1005		NO Removable Tool Box, for tools, cribbing, etc...	1	ERVS
52-42-0010		NO Storage for Air Bags	1	ERVS
52-80-0005		NO Breathing Air Cascade System	1	ERVS
52-85-0010		NO SCBA Air Bottle Rack	1	ERVS
52-91-0005		NO SCBA Bracket Package	1	ERVS
53-00-0100		RUB RAIL PACKAGE - Pumper/Tanker	1	ERVS
53-00-0110		Side Rub Rails - Anodized Aluminum -	1	ERVS
53-01-0100		NO Rub Rail Striping	1	ERVS
53-01-0100		***NO Rub Rail Striping***	***1***	***ERVS***
53-02-0105		***Rear Rub Rail - Anodized Aluminum -***	***1***	***ERVS***
53-15-0075		FOLDING STEPS, CPI Illuminated LED - IPS/NXT	1	ERVS
53-15-1410		***Two (2) Left Rear Steps***	***1***	***ERVS***
53-15-1510		***Two (2) Right Rear Steps***	***1***	***ERVS***
53-20-0110		Bolt On Intermediate Rear Step - 3/16" Embossed Aluminum Diamond Plate, Pumper	1	ERVS
53-20-0205		Intermediate Rear Step -Located below Hose Bed & Handrail-high as possible	1	ERVS
53-21-0010		NO Rear Fixed Steps	1	ERVS
53-22-0010		NO Rear/Side Access Ladder(s)	1	ERVS
53-25-0010		***NO Rear Slide Out Platform-Dir. Below Body (NON SMART STEP STYLE)***	***1***	***ERVS***
53-25-0015		NO Body Side Slide Out Platforms-Underbody Style	1	ERVS
53-30-1005		HANDRAILS - Knurled Alum/Illuminated LED - pumper/tanker/rescue	1	ERVS
53-30-1102		(Set of 3 Rear) - Knurled Alum/Illuminated LED - w/ vertical stanchions	1	ERVS
53-30-1210		***(1) 10" Handrails - Knurled Alum/LED - above rear steps***	***1***	***ERVS***
		To be located at Precon		

PART NO	S	DESCRIPTION	QTY	ID
53-30-1210		***(1) 10" Handrails - Knurled Alum/LED - above rear steps***	***1***	***ERVS***
		To be located at Precon		
53-31-0010		NO Red Reflective Insert	1	ERVS
53-31-0010		***NO Red Reflective Insert***	***1***	***ERVS***
53-31-0010		***NO Red Reflective Insert***	***1***	***ERVS***
53-31-0510		Handrail Illumination Light Color (White/Clear)	1	ERVS
53-31-0510		***Handrail Illumination Light Color (White/Clear)***	***1***	***ERVS***
53-31-0510		***Handrail Illumination Light Color (White/Clear)***	***1***	***ERVS***
53-32-0005		Illuminated Handrail Activation - Park Brake	1	ERVS
53-32-0005		***Illuminated Handrail Activation - Park Brake***	***1***	***ERVS***
53-32-0005		***Illuminated Handrail Activation - Park Brake***	***1***	***ERVS***
54-50-1045		Diamond Plate front overlays and raw Alum rear overlays (p) {MATCH BODY}	1	ERVS
54-50-2100		Front Vertical Overlay Corner Trim - 1/8" Aluminum Diamond Plate	1	ERVS
54-50-2200		Rear Vertical Overlay Corner Trim - 1/8" Aluminum Diamond Plate	1	ERVS
54-75-0005		NO catwalks	1	ERVS
56-05-1000		***Smart Storage Rear Fuel Fill Assembly, Pumper/Rescue***	***1***	***ERVS***
56-10-0000		***NO Wheel Well Protection Flap-REQUIRES overwheel compartment call out***	***1***	***ERVS***
56-58-0025		DUAL Tow Eyes Below Rear Body/Compt - 1 ea side (Black Color)	1	ERVS
56-61-6010		NO Rear with Sides Rescue/Winch Receivers (USE THIS OPT FOR INTEGRAL REAR & SID	1	ERVS
56-61-6015		NO Rear Trailer Hitch Provisions Provided (DO NOT specify rear winch receiver)	1	ERVS
56-61-6020		NO Side Rescue/Winch Receiver -REAR OF AXLE (DOES NOT INC REAR)	1	ERVS
56-61-6060		NO Front Rescue/Winch Receiver	1	ERVS
56-61-6300		NO Upper Body Anchor Points	1	ERVS
56-62-0010		NO I-Zone Hose Brackets	1	ERVS
58-50-0005		(1) Step Lighting, Spartan LED Tube 9"	1	ERVS
58-60-0005		Step Light Activation - Park Brake	1	ERVS
58-60-0005		***Step Light Activation - Park Brake***	***1***	***ERVS***
58-60-0005		***Step Light Activation - Park Brake***	***1***	***ERVS***
60-00-0010		***Spartan Tank Verbiage (low hose bed)***	***1***	***ERVS***
60-00-0050		***Spartan Tank Warranty (For bid specs)***	***1***	***ERVS***
60-00-0100		***Fill Tower & Overflow 4"***	***1***	***ERVS***
60-00-0200		***Fill Tower Location - Left Frt Hose bed***	***1***	***ERVS***
60-00-0300		***Single Tank Sump Verbiage (USE for 1 TTP valve)***	***1***	***ERVS***
60-00-0310		***Sump 3" Plug (no valve)***	***1***	***ERVS***
60-00-0400		***Tank Outlets Verbiage***	***1***	***ERVS***
60-00-1595	***S***	***Spartan Tank - 2250 gal low hose bed pumper - 'L' Configuration {VIS2}***	***1***	***ERVS***
62-00-0020		***Low Side-Right Side Equipment Mounting- Dryside & Wetside Tankers***	***1***	***ERVS***
62-10-0110		***ZICO QUIC Lift Electric Ladder Rack-LOW & INTERMEDIATE BODY SIDE-RS (300# Cap)***	***1***	***ERVS***

PART NO	S	DESCRIPTION	QTY	ID
62-10-2310		***Ladders -Low Right Side***	***1***	***ERVS***
62-18-0000		***Ladder Rack Activation Switch - Black Paddle***	***1***	***ERVS***
62-19-0100		***Ladder Rack Activation- Rear Right Side Switch***	***1***	***ERVS***
62-35-0010		***Duo Safety Ladders for Wall Mnt- Spartan Supplied Ladders***	***1***	***ERVS***
62-35-1020		***Duo Safety Package-(1)-2 or 3 section ext / (1-2) - Roof***	***1***	***ERVS***
62-35-6310		***Add'l Storage: Attic/Pike Poles OR Select Drop Down for Suction Hose***	***1***	***ERVS***
62-35-6410		***Folding Ladder Zico Mounts on Zico Quic ladder (FLB)***	***1***	***ERVS***
62-35-6510		***Folding Ladder - Spartan Supplied Ladder***	***1***	***ERVS***
62-38-0320		***(2) Pike Poles Storage Zico Brackets - Fire Dept Supplied Pike Poles***	***1***	***ERVS***
65-00-0045		***Suction Hose Storage, Full Depth HL/HR Compartments-No Ladder Rack***	***1***	***ERVS***
66-00-0090		***NO Auxiliary Suction Hose Storage***	***1***	***ERVS***
66-00-0100		***NO Suction Hose Storage***	***1***	***ERVS***
66-20-0010		***NO Folding Tank Storage-Enclosed Compartment***	***1***	***ERVS***
70-30-0300		***(2) LED Tube Lights per Compartment, Spartan (p)***	***1***	***ERVS***
70-30-8000		***NO Auxiliary Compartment Lighting-mounted across top/RU door protector***	***7***	***ERVS***
70-30-9000		***NO Door Liner Lighting-Requires Hinged Doors ONLY option***	***1***	***ERVS***
70-31-1025		***Spartan LED, Rear Utility Compt Light***	***2***	***ERVS***
70-31-3005		***NO Hose Bed Dunnage Compartment Lighting***	***1***	***ERVS***
71-00-0010		***NO Under Shelf Lighting REQ's Shelving to be called out***	***1***	***ERVS***
71-50-0100		***Compartment Lighting Activation - Battery, Ignition, Door Switch***	***1***	***ERVS***
75-20-5000		***NO Auxiliary Brake Light***	***1***	***ERVS***
78-05-3010		***Four (4) 48" Spartan LED Tube Lights, Hose Bed Walls***	***1***	***ERVS***
78-10-1070		***(Mult) Hose bed Lights to Illuminate w/ Park Brake***	***1***	***ERVS***
84-20-0005		NO Hydraulic Hose Reel	1	ERVS
84-45-0005		NO Utility Air Hose Reel	1	ERVS
88-00-0100		NO Undercoating	1	ERVS
90-11-0070		***Duo Safety 24' Alum 900A 2 sect***	***1***	***ERVS***
90-12-0030		***Duo Safety 14' Alum 775A roof***	***1***	***ERVS***
90-13-0030		***Duo Safety 10' Alum 585A Attic***	***1***	***ERVS***
70-01-0010		Multiplex Body Low Voltage Electrical System, Pumper	1	ERVS
70-01-5005		4 Year Limited Multiplexed Electrical Warranty, (Generic Specs)	1	ERVS
70-02-0010		Spartan Custom Chassis is Multiplex	1	ERVS
70-05-0300		NO TRANSLATION FOR DISPLAY (for export only to add when needed for display)	1	ERVS
70-05-0410		Multiplex Display- Spartan Standard/Discretion (NO Specs attached)	1	ERVS
70-05-0600		NO OLED Display	1	ERVS
70-10-0025		Node (Horizontal Mount) Pumper	1	ERVS
70-11-0000		NO Whelen CORE system	1	ERVS
70-36-1900		Underbody Lights (4) - Pumphouse/Tailboard	1	ERVS
70-36-2280		TecNiq T44 Series, 4" Rd LED Underbody Lights	4	ERVS
70-37-0020		Underbody Perimeter Light Activation-Match Chassis Programming	1	ERVS
72-2A-0020		Whelen Upper Lighting Package, Rescue/IPS/NXT	1	ERVS
72-2A-0105		Upper Zone A-Whelen	1	ERVS
72-2A-0130		Lightbar (Chassis Provided)	1	ERVS

PART NO	S	DESCRIPTION	QTY	ID
72-2H-0010		Upper Zone B&D Warning - Whelen, Rescue/IPS/NXT	1	ERVS
72-2H-0130		***Zone B&D Front Side of Body (2) Whelen M6 Series Super-LED, Chrome Bezels***	***1***	***ERVS***
72-2K-0130		***Zone B&D Rear Side of Body (2) Whelen M6 Series Super-LED, Chrome Bezels***	***1***	***ERVS***
72-2K-5000		NO Auxiliary Upper Zone B Warning	1	ERVS
72-2M-0015		Upper Zone C Warning-Whelen, Rescue/IPS/NXT	1	ERVS
72-2M-0145		***Zone C (2) L31H LED Beacons***	***1***	***ERVS***
72-2M-1200		NO Auxiliary Upper Zone C Warning-Whelen	1	ERVS
72-2M-1300		NO Auxiliary Mid Height Zone C Warning-Whelen	1	ERVS
74-2A-1000		Whelen Lower LED Lighting Package (KNOW REQUIREMENTS/QTYS)	1	ERVS
74-2B-0005		Lower Zone A Warning -Whelen	1	ERVS
74-2B-0010		Lower Zone A Warning (Chassis Provided)	1	ERVS
74-2B-5000		NO Auxiliary Lower Zone A Warning	1	ERVS
74-2F-0005		Lower Zone B&D Warning - Whelen	1	ERVS
74-2F-0940		***Zone B&D - (6) Whelen WION Series LED, Chrome Housings***	***1***	***ERVS***
74-2F-5000		NO Auxiliary Lower Zone B/D Warning	1	ERVS
74-2J-0005		Lower Zone C Warning -Whelen	1	ERVS
74-2J-0080		***Zone C - (2) Whelen M6 Series Super-LED, Chrome Bezels***	***1***	***ERVS***
74-6J-0005		***Lower Zones B&D NO Light Housing MUST ADD FOR TAILBOARD LIGHTS***	***1***	***ERVS***
75-01-5005		***Side Warning Lights Standard Flash***	***1***	***ERVS***
75-01-5005		***Side Warning Lights Standard Flash***	***1***	***ERVS***
75-02-1000		Lightbar switched (Chassis Provided)	1	ERVS
75-02-1240		Upper Side Warn Lights Switched w/E-Master & Secondary Switch (Vehicle Display)	1	ERVS
75-02-1430		Upper Rear Warn Lights Switched w/E-Master & Secondary Switch (Vehicle Display)	1	ERVS
75-02-9000		***NO Low Intensity Flash Pattern***	***1***	***ERVS***
75-02-9000		***NO Low Intensity Flash Pattern***	***1***	***ERVS***
75-03-0005		***Side Warning Lights are Red with Red Lenses***	***1***	***ERVS***
75-03-0010		***Side Warning Lights are Red with Clear Lenses***	***1***	***ERVS***
75-04-0010		***Rear Warning Lights are Red with Clear Lenses***	***1***	***ERVS***
75-05-0207		***Side Warning Lights Standard Flash***	***1***	***ERVS***
75-05-0407		***Rear Warning Lights Standard Flash***	***1***	***ERVS***
75-06-0000		***NO Low Intensity Flash Pattern***	***1***	***ERVS***
75-11-0010		***Side Warning Lights are Red with Clear Lenses***	***1***	***ERVS***
75-12-0010		***Rear Warning Lights are Red with Clear Lenses***	***1***	***ERVS***
75-15-0205		***(6) Side Lights Located- Pumphouse/Center on Rear Wheel Panel/Rear Tailboard***	***1***	***ERVS***
75-18-0002		Lower Front Warning Lights switched (Chassis Provided)	1	ERVS
75-18-0120		Lower Side Warning Lights Switched w/E-Master & Secondary Switch (Vehicle Disp)	1	ERVS
75-18-0220		Lower Rear Warning Lights Switched w/E-Master & Secondary Switch (Vehicle Disp)	1	ERVS
75-20-0330		***Whelen Super LED Brake/Tail/Turn & Back-Up Assembly, M6-Series***	***1***	***ERVS***

PART NO	S	DESCRIPTION	QTY	ID
75-20-0800		***Individual Bezel Mounts, Chrome***	***1***	***ERVS***
75-20-1010		***Taillights with Clear Lenses***	***1***	***ERVS***
75-21-0010		***Backup Lights to illuminate in reverse only***	***1***	***ERVS***
75-25-3000		TecNiq S17 RED DOT Lighting - (7 total LED) - Lights high at rear	1	ERVS
75-25-6000		(1 per side) TecNiq Intermediate Amber Lighting (Req. for apparatus >30'	1	ERVS
75-25-9000		Intermediate Turn Signals (mid turn, flash with turn signal)	1	ERVS
75-26-0000		NO Britax lighting	1	ERVS
75-28-0000		NO Auxiliary Side DOT lighting	1	ERVS
75-30-0010		NO Auxiliary Side Turn Signal	1	ERVS
75-30-5000		Marker Lights - Colored Lens	1	ERVS
75-30-7000		Marker Lights - Chrome Bezels	1	ERVS
76-29-0005		NO Body Side Back Up Lights	1	ERVS
76-30-0010		NO Rear Directional Light Bar	1	ERVS
77-00-0010		Camera System, Pumpers/Rescues	1	ERVS
77-00-0040		***360 Degree View Camera System (Chassis Provided)***	***1***	***ERVS***
77-01-3010		***Center Rear & (x2) Side Body cameras surface mount (Chassis Provided 360)***	***1***	***ERVS***
77-01-5100		***NO AUX Camera Monitor/ Camera System***	***1***	***ERVS***
77-06-0000		NO Rear/Body Collision Avoidance/Sensor System	1	ERVS
78-30-0010		***(2) Cast Aluminum Upper Zone C Light Stanchions***	***1***	***ERVS***
		12-VOLT AUXILIARY POWER RECEPTACLES, FUSE BLOCKS, GRND STUDS		**ERVS**
78-40-0200		NO 12-Volt Cigarette Lighter Style Outlet - 15 amp	1	ERVS
78-40-0210		NO 12-Volt Power & Ground Studs - 40 amp	1	ERVS
78-40-0220		NO 12-Volt Blue Sea Fuse Block, 6 position - 40amp batt direct	1	ERVS
78-40-0230		NO 12-Volt Dual USB 2.4A Receptacle (Batt Direct)	1	ERVS
78-40-0240		NO 12-Volt Dual USB 2.4A Receptacle (On with Master Batt)	1	ERVS
78-44-0140		***12V Scene Lighting Options - IPS/NXT - SELECT LOCATIONS***	***1***	***ERVS***
78-45-0040		***NO 12 Volt Front Brow Scene Lights (Check FTBuilder 1st on custom cabs)***	***1***	***ERVS***
78-45-0042		***NO 12 Volt Pedestals Scene Lights***	***1***	***ERVS***
78-45-005M		***NO 12 Volt "SIDE" Mount Back of Apparatus Telescoping Scene Lights - IPS Only -***	***1***	***ERVS***
78-50-0505		***(4) Stationary Scene lights located side of body two each side***	***1***	***ERVS***
78-50-0705		***(2) Stationary Scene lights located back of body, one each side***	***1***	***ERVS***
78-50-8010		***Side Scene lights-inboard of surface mount warning lights***	***1***	***ERVS***
78-50-8105		***Rear Scene Lights, outboard corners-NO Surface Mount Warning lights***	***1***	***ERVS***
78-51-0234		***Whelen Pioneer + Super-LED w/single combo optics, (PCH2B), Black Hsng, Chrm Bzl***	***4***	***ERVS***
78-51-0295		***Whelen Pioneer SlimLine Series Supr-LED, (PSL1RB), Chrm Flng, Black Housing***	***2***	***ERVS***
80-05-0005		NO Generator/NO Dealer Installed Inverter	1	ERVS
80-80-0010		NO Line Voltage Outlets (120V/Shorepower)	1	ERVS
82-60-2500		***Body Side Scene light(s) switched with chassis side lights (stationary)***	***1***	***ERVS***
82-60-3505		***Rear Scene light(s) switched on the DISPLAY(SELECT DISP IN FTBuilder)(stationary***	***1***	***ERVS***

PART NO	S	DESCRIPTION	QTY	ID
83-00-0500		NO 12VDC or 120VAC Light Tower Package	1	ERVS
88-50-0100		=LETTERING & STRIPING / PDF=	1	ERVS
88-50-0250		Striping-Reflective	1	ERVS
88-50-0550		Reflective Stripe - Spartan Supplied & Installed	1	ERVS
88-50-3060		***3M Reflective Stripe - 1" x 6" x 1"***	***1***	***ERVS***
88-52-0000		***One Color Stripe***	***1***	***ERVS***
88-52-3000		Stripe to be applied in a 'Straight Line' Pattern	1	ERVS
88-52-5040		***Stripe to be Black***	***1***	***ERVS***
88-52-6020		***1/2" Compartment Border - DEALER***	***1***	***ERVS***
88-52-7000		NO Pinstripe Edging	1	ERVS
88-52-8000		NO Corner Scrolls	1	ERVS
88-53-2000		Diamond Grade Retro-Reflective Chevron Striping (REAR) Pumper/Rescue	1	ERVS
88-53-5000		NO Chevron Striping On Front Bumper	1	ERVS
88-53-6500		***Chevron Striping to be Red/Black***	***1***	***ERVS***
88-54-0100		Body Lettering	1	ERVS
88-54-0150		***Dealer Supplied Body/Cab Lettering***	***1***	***ERVS***
88-54-9900		NO Auxiliary Lettering-Body	1	ERVS
88-54-9910		NO Additional Lettering-Body	1	ERVS
88-55-0010		Decals	1	ERVS
88-55-0200		***Dealer Installed Decals***	***1***	***ERVS***
88-78-0000		License Plate Mounting Options	1	ERVS
88-78-4050		CPI Cast Aluminum License Plate Bracket (fully enclosed) w/ LED Light	1	ERVS
88-78-9010		License Plate Bracket Location Right Side	1	ERVS
90-00-0000		EQUIPMENT, Pumper/Tanker	1	ERVS
90-04-1000		1 Set-Spartan Folding Wheel Chocks (WATCH MTS, USE SMRT STRG IF APPLY)	1	ERVS
90-04-9000		***Spartan Wheel Chocks Stored in Smart Storage Compt.***	***1***	***ERVS***
90-08-0005		NO Auxiliary Ladders (Ladders called out in spec above)	1	ERVS
90-20-0005		NO Auxiliary Pike Poles (Pike Poles called out in spec above)	1	ERVS
90-30-0005		NO Hard Suction Hose (Suction Hose called out in spec above)	1	ERVS
90-40-0005		NO Strainers (Strainers called out in spec above)	1	ERVS
90-60-0000		Folding Tanks (Called out In Specs Above (If need more added, use Drop Down)	1	ERVS
90-60-0010		NO Folding Tank	1	ERVS
90-80-0010		Fire Extinguishers	1	ERVS
90-80-0110		Fire Department Supplied Fire Extinguishers	1	ERVS
91-10-0010		Rechargeable Flashlights	1	ERVS
91-10-0030		Fire Department Supplied Portable Hand Lights	1	ERVS
91-22-0010		Flares	1	ERVS
91-22-0110		Fire Department Supplied Flares	5	ERVS
91-23-0010		Traffic Cones	1	ERVS
91-23-0120		Fire Department Supplied Traffic Cones	5	ERVS
91-23-0200		Traffic Vest	1	ERVS
91-23-0220		Fire Department Supplied Traffic Vest	5	ERVS
91-24-0001		AED	1	ERVS

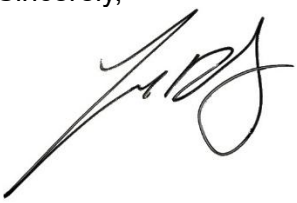
PART NO	S	DESCRIPTION	QTY	ID
91-24-0054		Fire Department Supplied AED	1	ERVS
91-25-0001		First Aid Kit	1	ERVS
91-25-0054		Fire Department Supplied First Aid Kit	1	ERVS
91-26-0010		Salvage Covers	1	ERVS
91-26-0120		Fire Department Supplied Salvage Covers	1	ERVS
91-29-0010		Axes	1	ERVS
91-29-0030		Fire Department Supplied Axes	1	ERVS
91-35-0000		Spanner Wrenches	1	ERVS
91-35-0054		Fire Department Supplied Spanner & Hydrant Wrenches	1	ERVS
91-36-0000		Nozzles	1	ERVS
91-36-0054		Fire Department Supplied Nozzles	1	ERVS
91-40-0010		Handheld Tools, Pumpers/Tanker/Rescues	1	ERVS
91-40-0100		Claw Tool	1	ERVS
91-40-0110		Fire Department Supplied Claw Tool	1	ERVS
91-40-0200		Halligan Tool	1	ERVS
91-40-0210		Fire Department Supplied Halligan Tool	1	ERVS
91-40-0300		Crowbars	1	ERVS
91-40-0310		Fire Department Supplied Crowbar	2	ERVS
91-40-0500		Sledge Hammer	1	ERVS
91-40-0510		Fire Department Supplied Sledge Hammer	1	ERVS
91-40-0615		Rubber Mallet-Fire Department Supplied	1	ERVS
91-40-0700		Shovels	1	ERVS
91-40-0710		Fire Department Supplied Shovels	2	ERVS
91-40-0800		Bolt Cutter	1	ERVS
91-40-0810		Fire Department Supplied Bolt Cutter	1	ERVS
91-70-0000		Supply Hose	1	ERVS
91-70-0054		Fire Department Supplied Fire Hose	1	ERVS
92-01-0100		Adaptors	1	ERVS
92-01-0154		Fire Department Supplied Adaptors	1	ERVS
92-10-0100		SCBA & Cylinders	1	ERVS
92-10-0154		Fire Department Supplied SCBA	4	ERVS

April 29, 2026

To Whom It May Concern,

This letter is to confirm that Louisiana Emergency Equipment, LLC DBA Delta Fire & Safety is the authorized dealer of Spartan, Smeal, and Ladder Tower products for Arkansas, Louisiana, and Mississippi. They are authorized to sell these products under Sourcewell Master Agreement number 082025-RVG.

Sincerely,



Larry Burney
Regional Sales Manager

Fire Apparatus

Four (4) Years or 60,000 Miles

Multiplex Electronics

Limited Warranty

Subject to the provisions, limitations, and exclusions set forth in this certificate, Spartan Fire, LLC ("OEM") extends the following Limited Warranty to the Purchaser of a fire apparatus vehicle manufactured by OEM (the "Apparatus"). As used herein, "Purchaser" means that person or entity which purchases and commences first commercial use of the Product for its intended purpose.

This Limited Warranty Covers:
The Apparatus's Multiplex electrical system (the "Product") shall be free from defects in material and workmanship, under normal use and maintenance, for the warranty period described below in this certificate. Also see the Section herein entitled "Specific Exclusions and Conditions" for more details regarding the parts and components covered by this Limited Warranty.
This Limited Warranty Coverage will Begin:
The date the Product is placed into service by the Purchaser or thirty (30) days after the date of the Product invoice to the Purchaser, whichever comes first.
This Limited Warranty Coverage Ends After the First Occurrence of:
Four (4) Years or 60,000 Miles

Specific Exclusions and Conditions
This Limited Warranty only covers defects in the V-MUX brand electronic modules or displays provided by Weldon, a Division of Akron Brass or ES-Key brand electronic modules or displays provided by Hale Products, Inc. of the System. All other parts, components and subsystems relating to the Product and the Apparatus are excluded from this Limited Warranty including, but are not limited to, all other electronical or electronic components.

Who is Covered by this Limited Warranty: This Limited Warranty only applies to Purchaser and, unless required by applicable law, may not be assigned or transferred to any other person or entity without OEM's prior written authorization. This Limited Warranty is valid only in the country in which the Product is first sold.

How to Obtain Warranty Service: See the Operator Manual(s) for instructions on how to register the Product, to obtain warranty repair authorization and service, and to make arrangements for the Product to be transported to an OEM-authorized service facility for warranty service. All warranty service and towing must be authorized by an OEM customer service representative before any warranty or towing service is performed. OEM shall not be responsible for, or reimburse Purchaser for, any costs or expenses relating to unauthorized warranty service or towing. Purchaser must notify OEM or its authorized customer service representative as soon as possible after discovery of any defect with the Product but in no event more than ten (10) days after discovery.

Exclusive Remedy: OEM will, at its option, repair or replace the Product if it is defective in materials or workmanship during the warranty period stated above and covered by this Limited Warranty. Such repair or replacement may be performed at an OEM facility or by an OEM-authorized service facility. Any repaired or replaced Product shall be warranted only for the remainder of the warranty period applicable to the original Product. THIS PARAGRAPH CONTAINS OEM'S SOLE OBLIGATION AND PURCHASER'S EXCLUSIVE REMEDIES FOR ANY DEFECTIVE PRODUCT COVERED BY THIS LIMITED WARRANTY.

Third Party Representations: No person or entity is authorized to create any other warranty, obligation or liability in connection with the Product, and OEM is not responsible for any representation, promise or warranty made by any person, dealer, component manufacturer, vehicle manufacturer, or other entity beyond what is expressly stated in this Limited Warranty.

Disclaimer of Other Warranties: THIS LIMITED WARRANTY IS OEM'S SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THE PRODUCT. EXCEPT FOR THE LIMITED WARRANTIES STATED IN THIS CERTIFICATE, OEM MAKES NO OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE PRODUCT INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. TO THE EXTENT THAT ANY IMPLIED WARRANTIES MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW, SUCH WARRANTIES ARE EXPRESSLY LIMITED TO THE DURATION OF THE EXPRESS WARRANTY STATED IN THIS CERTIFICATE.

Limitation of Liability:
IN NO EVENT SHALL OEM BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, ENHANCED, PUNITIVE OR CONSEQUENTIAL DAMAGES RELATING TO OR ARISING OUT OF THE PRODUCT OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, LOST REVENUE, LOST PROFITS, LOSS OF OPPORTUNITIES, LOSS OF USE, DOWN TIME, DIMINUTION IN VALUE, COST OF ALTERNATIVE TRANSPORTATION, INCONVENIENCE, COST OF LODGING, VEHICLE RENTAL EXPENSES, LABOR CHARGES, EQUIPMENT RENTAL CHARGES OR OTHER ECONOMIC LOSSES), WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF OEM HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES. FURTHER, OEM'S LIABILITY FOR ANY AND ALL WARRANTY CLAIMS HEREUNDER SHALL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCT.

General Exclusions and Conditions; What This Limited Warranty Does Not Cover:
The Product may incorporate subsystems, assemblies, parts, components, and other items manufactured by third-party manufacturers which may include, but are not limited to, chassis, engine and emissions system, transmission, transfer case, axles, suspensions, water pumps, monitors, valves, foam systems, aerial devices (each, a "Third-Party Part" and collectively, the "Third-Party Parts"). OEM does not warrant Third-Party Parts. Defects in materials and workmanship related to Third-Party Parts that carry their own warranty are subject to that warranty. OEM hereby assigns to Purchaser any assignable warranty applicable to the Third-Party Parts. The previous sentence is OEM's sole obligation with respect to Third-Party Parts.

This Limited Warranty does not apply to, and OEM shall have no responsibility or liability for, any claim, loss or damage resulting from or caused by any of the following: (a) normal wear and tear; (b) misuse, carelessness, abuse or neglect (e.g. overloading, driving over curbs or exposure to corrosive or flooded environments); (c) improper handling, storage or repairs; (d) use of the Product other than for its intended purpose; (e) collision, fire, theft, vandalism; (f) weather, freezing, flooding, acts of God, or other casualties; (g) exposure to salt, acids, corrosive agents or other damaging chemicals or materials; (h) components or systems, whether new or used, provided by Purchaser and installed at its request; (i) when the odometer or hour meter is disconnected, or its reading has been altered, or actual mileage or hours cannot be determined; (j) improper maintenance or use including, but not limited to, failure to follow the required or recommended maintenance schedules, failure to maintain operating parameters, and failure to follow operating instructions; (k) any Third-Party Parts; (l) additions or accessories not originally installed by OEM, including ancillary equipment used in firefighting, and any problems resulting from such additions or accessories; (m) any "aftermarket" devices installed on the Product; (n) the repair or modification of any existing part, component or subsystem originally installed by OEM without its prior express written authorization and any problems resulting from such repair or modification. Further, this Limited Warranty shall be null and void if the Product is ever leased or rented, whether or not for compensation, to another person or entity.

Miscellaneous Terms:
OEM reserves the right to make changes to the Product without incurring any obligation to modify or improve previously manufactured parts or products. Further, OEM may respond to or correct any issue or complaint for which it does not otherwise have responsibility under this Limited Warranty without becoming obligated to respond to or correct any future issue or complaint of a same or similar nature, and such response or correction shall not constitute an admission of warranty coverage or impose any additional obligations on OEM.

Fire Apparatus

Ten (10) Years or 100,000 Miles

Body Structure (Aluminum)

Limited Warranty

Subject to the provisions, limitations, and exclusions set forth in this certificate, Spartan Fire, LLC ("OEM") extends the following Limited Warranty to the Purchaser of a fire apparatus vehicle manufactured by OEM (the "Apparatus"). As used herein, "Purchaser" means that person or entity which purchases and commences first commercial use of the Product for its intended purpose.

This Limited Warranty Covers:
The Apparatus's aluminum body structure system (the "Product") shall be free from defects in material and workmanship, under normal use and maintenance, for the warranty period described below in this certificate. Also see the Section herein entitled "Specific Exclusions and Conditions" for more details regarding the parts and components covered by this Limited Warranty.
This Limited Warranty Coverage will Begin:
The date the Product is placed into service by the Purchaser or thirty (30) days after the date of the Product invoice to the Purchaser, whichever comes first.
This Limited Warranty Coverage Ends After the First Occurrence of:
Ten (10) Years or 100,000 Miles

Specific Exclusions and Conditions
This Limited Warranty only covers defects in the material and workmanship of the aluminum body structural components of the Product. Parts, components and subsystems excluded from this Limited Warranty include, but are not limited to, the exterior coating, graphics, corrosion damage, electrical system, lighting, equipment mounting, shelves, trays, compartment doors, hinges, trim parts, body mounting brackets, vibration isolators, fasteners or hardware.

Who is Covered by this Limited Warranty: This Limited Warranty only applies to Purchaser and, unless required by applicable law, may not be assigned or transferred to any other person or entity without OEM's prior written authorization. This Limited Warranty is valid only in the country in which the Product is first sold.

How to Obtain Warranty Service: See the Operator Manual(s) for instructions on how to register the Product, to obtain warranty repair authorization and service, and to make arrangements for the Product to be transported to an OEM-authorized service facility for warranty service. All warranty service and towing must be authorized by an OEM customer service representative before any warranty or towing service is performed. OEM shall not be responsible for, or reimburse Purchaser for, any costs or expenses relating to unauthorized warranty service or towing. Purchaser must notify OEM or its authorized customer service representative as soon as possible after discovery of any defect with the Product but in no event more than ten (10) days after discovery.

Exclusive Remedy: OEM will, at its option, repair or replace the Product if it is defective in materials or workmanship during the warranty period stated above and covered by this Limited Warranty. Such repair or replacement may be performed at an OEM facility or by an OEM-authorized service facility. Any repaired or replaced Product shall be warranted only for the remainder of the warranty period applicable to the original Product. THIS PARAGRAPH CONTAINS OEM'S SOLE OBLIGATION AND PURCHASER'S EXCLUSIVE REMEDIES FOR ANY DEFECTIVE PRODUCT COVERED BY THIS LIMITED WARRANTY.

Third Party Representations: No person or entity is authorized to create any other warranty, obligation or liability in connection with the Product, and OEM is not responsible for any representation, promise or warranty made by any person, dealer, component manufacturer, vehicle manufacturer, or other entity beyond what is expressly stated in this Limited Warranty.

Disclaimer of Other Warranties: THIS LIMITED WARRANTY IS OEM'S SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THE PRODUCT. EXCEPT FOR THE LIMITED WARRANTIES STATED IN THIS CERTIFICATE, OEM MAKES NO OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE PRODUCT INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. TO THE EXTENT THAT ANY IMPLIED WARRANTIES MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW, SUCH WARRANTIES ARE EXPRESSLY LIMITED TO THE DURATION OF THE EXPRESS WARRANTY STATED IN THIS CERTIFICATE.

Limitation of Liability:
IN NO EVENT SHALL OEM BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, ENHANCED, PUNITIVE OR CONSEQUENTIAL DAMAGES RELATING TO OR ARISING OUT OF THE PRODUCT OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, LOST REVENUE, LOST PROFITS, LOSS OF OPPORTUNITIES, LOSS OF USE, DOWN TIME, DIMINUTION IN VALUE, COST OF ALTERNATIVE TRANSPORTATION, INCONVENIENCE, COST OF LODGING, VEHICLE RENTAL EXPENSES, LABOR CHARGES, EQUIPMENT RENTAL CHARGES OR OTHER ECONOMIC LOSSES), WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF OEM HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES. FURTHER, OEM'S LIABILITY FOR ANY AND ALL WARRANTY CLAIMS HEREUNDER SHALL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCT.

General Exclusions and Conditions; What This Limited Warranty Does Not Cover:
The Product may incorporate subsystems, assemblies, parts, components, and other items manufactured by third-party manufacturers which may include, but are not limited to, chassis, engine and emissions system, transmission, transfer case, axles, suspensions, water pumps, monitors, valves, foam systems, aerial devices (each, a "Third-Party Part" and collectively, the "Third-Party Parts"). OEM does not warrant Third-Party Parts. Defects in materials and workmanship related to Third-Party Parts that carry their own warranty are subject to that warranty. OEM hereby assigns to Purchaser any assignable warranty applicable to the Third-Party Parts. The previous sentence is OEM's sole obligation with respect to Third-Party Parts.

This Limited Warranty does not apply to, and OEM shall have no responsibility or liability for, any claim, loss or damage resulting from or caused by any of the following: (a) normal wear and tear; (b) misuse, carelessness, abuse or neglect (e.g. overloading, driving over curbs or exposure to corrosive or flooded environments); (c) improper handling, storage or repairs; (d) use of the Product other than for its intended purpose; (e) collision, fire, theft, vandalism; (f) weather, freezing, flooding, acts of God, or other casualties; (g) exposure to salt, acids, corrosive agents or other damaging chemicals or materials; (h) components or systems, whether new or used, provided by Purchaser and installed at its request; (i) when the odometer or hour meter is disconnected, or its reading has been altered, or actual mileage or hours cannot be determined; (j) improper maintenance or use including, but not limited to, failure to follow the required or recommended maintenance schedules, failure to maintain operating parameters, and failure to follow operating instructions; (k) any Third-Party Parts; (l) additions or accessories not originally installed by OEM, including ancillary equipment used in firefighting, and any problems resulting from such additions or accessories; (m) any "aftermarket" devices installed on the Product; (n) the repair or modification of any existing part, component or subsystem originally installed by OEM without its prior express written authorization and any problems resulting from such repair or modification. Further, this Limited Warranty shall be null and void if the Product is ever leased or rented, whether or not for compensation, to another person or entity.

Miscellaneous Terms:
OEM reserves the right to make changes to the Product without incurring any obligation to modify or improve previously manufactured parts or products. Further, OEM may respond to or correct any issue or complaint for which it does not otherwise have responsibility under this Limited Warranty without becoming obligated to respond to or correct any future issue or complaint of a same or similar nature, and such response or correction shall not constitute an admission of warranty coverage or impose any additional obligations on OEM.

Fire Apparatus

Twenty (20) Years or 100,000 Miles

Body Mounting (Vibra Torq® Mounting System)

Limited Warranty

Subject to the provisions, limitations, and exclusions set forth in this certificate, Spartan Fire, LLC ("OEM") extends the following Limited Warranty to the Purchaser of a fire apparatus vehicle manufactured by OEM (the "Apparatus"). As used herein, "Purchaser" means that person or entity which purchases and commences first commercial use of the Product for its intended purpose.

This Limited Warranty Covers:
The Apparatus's Vibra Torq® body mounting system (the "Product") shall be free from defects in material and workmanship, under normal use and maintenance, for the warranty period described below in this certificate. Also see the Section herein entitled "Specific Exclusions and Conditions" for more details regarding the parts and components covered by this Limited Warranty.
This Limited Warranty Coverage will Begin:
The date the Product is placed into service by the Purchaser or thirty (30) days after the date of the Product invoice to the Purchaser, whichever comes first.
This Limited Warranty Coverage Ends After the First Occurrence of:
Twenty (20) Years or 100,000 Miles

Specific Exclusions and Conditions
This Limited Warranty only covers defects in the material and workmanship of the Vibra Torq® isolators and isolator support components of the Vibra Torq® mounting Product. Parts, components and subsystems excluded from this Limited Warranty include, but are not limited to, the chassis, chassis frame, chassis components, body, body mounting, body substructure, pump compartment structure, damage resulting from corrosion, including but not limited to exposure to salt, deicing agents, acidic material, or other damaging chemicals, parts with evidence of alterations, cutting, splicing, welding or drilling.

Who is Covered by this Limited Warranty: This Limited Warranty only applies to Purchaser and, unless required by applicable law, may not be assigned or transferred to any other person or entity without OEM's prior written authorization. This Limited Warranty is valid only in the country in which the Product is first sold.

How to Obtain Warranty Service: See the Operator Manual(s) for instructions on how to register the Product, to obtain warranty repair authorization and service, and to make arrangements for the Product to be transported to an OEM-authorized service facility for warranty service. All warranty service and towing must be authorized by an OEM customer service representative before any warranty or towing service is performed. OEM shall not be responsible for, or reimburse Purchaser for, any costs or expenses relating to unauthorized warranty service or towing. Purchaser must notify OEM or its authorized customer service representative as soon as possible after discovery of any defect with the Product but in no event more than ten (10) days after discovery.

Exclusive Remedy: OEM will, at its option, repair or replace the Product if it is defective in materials or workmanship during the warranty period stated above and covered by this Limited Warranty. Such repair or replacement may be performed at an OEM facility or by an OEM-authorized service facility. Any repaired or replaced Product shall be warranted only for the remainder of the warranty period applicable to the original Product. THIS PARAGRAPH CONTAINS OEM'S SOLE OBLIGATION AND PURCHASER'S EXCLUSIVE REMEDIES FOR ANY DEFECTIVE PRODUCT COVERED BY THIS LIMITED WARRANTY.

Third Party Representations: No person or entity is authorized to create any other warranty, obligation or liability in connection with the Product, and OEM is not responsible for any representation, promise or warranty made by any person, dealer, component manufacturer, vehicle manufacturer, or other entity beyond what is expressly stated in this Limited Warranty.

Disclaimer of Other Warranties: THIS LIMITED WARRANTY IS OEM'S SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THE PRODUCT. EXCEPT FOR THE LIMITED WARRANTIES STATED IN THIS CERTIFICATE, OEM MAKES NO OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE PRODUCT INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. TO THE EXTENT THAT ANY IMPLIED WARRANTIES MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW, SUCH WARRANTIES ARE EXPRESSLY LIMITED TO THE DURATION OF THE EXPRESS WARRANTY STATED IN THIS CERTIFICATE.

Limitation of Liability:
IN NO EVENT SHALL OEM BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, ENHANCED, PUNITIVE OR CONSEQUENTIAL DAMAGES RELATING TO OR ARISING OUT OF THE PRODUCT OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, LOST REVENUE, LOST PROFITS, LOSS OF OPPORTUNITIES, LOSS OF USE, DOWN TIME, DIMINUTION IN VALUE, COST OF ALTERNATIVE TRANSPORTATION, INCONVENIENCE, COST OF LODGING, VEHICLE RENTAL EXPENSES, LABOR CHARGES, EQUIPMENT RENTAL CHARGES OR OTHER ECONOMIC LOSSES), WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF OEM HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES. FURTHER, OEM'S LIABILITY FOR ANY AND ALL WARRANTY CLAIMS HEREUNDER SHALL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCT.

General Exclusions and Conditions; What This Limited Warranty Does Not Cover:
The Product may incorporate subsystems, assemblies, parts, components, and other items manufactured by third-party manufacturers which may include, but are not limited to, chassis, engine and emissions system, transmission, transfer case, axles, suspensions, water pumps, monitors, valves, foam systems, aerial devices (each, a "Third-Party Part" and collectively, the "Third-Party Parts"). OEM does not warrant Third-Party Parts. Defects in materials and workmanship related to Third-Party Parts that carry their own warranty are subject to that warranty. OEM hereby assigns to Purchaser any assignable warranty applicable to the Third-Party Parts. The previous sentence is OEM's sole obligation with respect to Third-Party Parts.

This Limited Warranty does not apply to, and OEM shall have no responsibility or liability for, any claim, loss or damage resulting from or caused by any of the following: (a) normal wear and tear; (b) misuse, carelessness, abuse or neglect (e.g. overloading, driving over curbs or exposure to corrosive or flooded environments); (c) improper handling, storage or repairs; (d) use of the Product other than for its intended purpose; (e) collision, fire, theft, vandalism; (f) weather, freezing, flooding, acts of God, or other casualties; (g) exposure to salt, acids, corrosive agents or other damaging chemicals or materials; (h) components or systems, whether new or used, provided by Purchaser and installed at its request; (i) when the odometer or hour meter is disconnected, or its reading has been altered, or actual mileage or hours cannot be determined; (j) improper maintenance or use including, but not limited to, failure to follow the required or recommended maintenance schedules, failure to maintain operating parameters, and failure to follow operating instructions; (k) any Third-Party Parts; (l) additions or accessories not originally installed by OEM, including ancillary equipment used in firefighting, and any problems resulting from such additions or accessories; (m) any "aftermarket" devices installed on the Product; (n) the repair or modification of any existing part, component or subsystem originally installed by OEM without its prior express written authorization and any problems resulting from such repair or modification. Further, this Limited Warranty shall be null and void if the Product is ever leased or rented, whether or not for compensation, to another person or entity.

Miscellaneous Terms:
OEM reserves the right to make changes to the Product without incurring any obligation to modify or improve previously manufactured parts or products. Further, OEM may respond to or correct any issue or complaint for which it does not otherwise have responsibility under this Limited Warranty without becoming obligated to respond to or correct any future issue or complaint of a same or similar nature, and such response or correction shall not constitute an admission of warranty coverage or impose any additional obligations on OEM.

Fire Apparatus

Ten (10) Years

Paint and Finish (Exterior Clear coated)

Limited Warranty

Subject to the provisions, limitations, and exclusions set forth in this certificate, Spartan Fire, LLC ("OEM") extends the following Limited Warranty to the Purchaser of a fire apparatus vehicle manufactured by OEM (the Apparatus"). As used herein, "Purchaser" means that person or entity which purchases and commences first commercial use of the Product for its intended purpose.

This Limited Warranty Covers:

The Apparatus's OEM-applied exterior coating and finishing system (the "Product") shall be free from the paint system adhesion defects listed in the Section herein entitled "Specific Exclusions and Conditions", under normal use and maintenance, for the warranty period described in this certificate.

Limited Warranty coverage schedule:

Basecoat/Clear Coat		Corrosion	
0-120 Months:	100%	0-24 Months or 100,000 Miles:	100%
		25-48 Months or 100,000 Miles:	50%

If the Product is manufactured using a chassis provided by a Third-Party Parts manufacturer (i.e. a commercial chassis), this Limited Warranty shall not apply to the chassis. Instead, the Product's chassis will be covered by, and subject to, a separate limited warranty provided by that Third-Party Parts manufacturer. In addition, also see the Section herein entitled "Specific Exclusions and Conditions" for more details regarding this Limited Warranty.

This Limited Warranty Coverage will Begin:

The date the Product is placed into service by the Purchaser or thirty (30) days after the date of the Product invoice to the Purchaser, whichever comes first.

This Limited Warranty Coverage Ends After the First Occurrence of:

Ten (10) Years

Who is Covered by this Limited Warranty: This Limited Warranty only applies to Purchaser and, unless required by applicable law, may not be assigned or transferred to any other person or entity without OEM's prior written authorization. This Limited Warranty is valid only in the country in which the Product is first sold.

How to Obtain Warranty Service: See the Operator Manual(s) for instructions on how to register the Product, to obtain warranty repair authorization and service, and to make arrangements for the Product to be transported to an OEM-authorized service facility for warranty service. All warranty service and towing must be authorized by an OEM customer service representative before any warranty or towing service is performed. OEM shall not be responsible for, or reimburse Purchaser for, any costs or expenses relating to unauthorized warranty service or towing. Purchaser must notify OEM or its authorized customer service representative as soon as possible after discovery of any defect with the Product but in no event more than ten (10) days after discovery.

Exclusive Remedy: OEM will, at its option, repair or replace the Product if it is defective in materials or workmanship during the warranty period stated above and covered by this Limited Warranty. Such repair or replacement may be performed at an OEM facility or by an OEM-authorized service facility. Any repaired or replaced Product shall be warranted only for the remainder of the warranty period applicable to the original Product. THIS PARAGRAPH CONTAINS OEM'S SOLE OBLIGATION AND PURCHASER'S EXCLUSIVE REMEDIES FOR ANY DEFECTIVE PRODUCT COVERED BY THIS LIMITED WARRANTY.

Third Party Representations: No person or entity is authorized to create any other warranty, obligation or liability in connection with the Product, and OEM is not responsible for any representation, promise or warranty made by any person, dealer, component manufacturer, vehicle manufacturer, or other entity beyond what is expressly stated in this Limited Warranty.

Disclaimer of Other Warranties: THIS LIMITED WARRANTY IS OEM'S SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THE PRODUCT. EXCEPT FOR THE LIMITED WARRANTIES STATED IN THIS CERTIFICATE, OEM MAKES NO OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE PRODUCT INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. TO THE EXTENT THAT ANY IMPLIED WARRANTIES MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW, SUCH WARRANTIES ARE EXPRESSLY LIMITED TO THE DURATION OF THE EXPRESS WARRANTY STATED IN THIS CERTIFICATE.

Limitation of Liability:

IN NO EVENT SHALL OEM BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, ENHANCED, PUNITIVE OR CONSEQUENTIAL DAMAGES RELATING TO OR ARISING OUT OF THE PRODUCT OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, LOST REVENUE, LOST PROFITS, LOSS OF OPPORTUNITIES, LOSS OF USE, DOWN TIME, DIMINUTION IN VALUE, COST OF ALTERNATIVE TRANSPORTATION, INCONVENIENCE, COST OF LODGING, VEHICLE RENTAL EXPENSES, LABOR CHARGES, EQUIPMENT RENTAL CHARGES OR OTHER ECONOMIC LOSSES), WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF OEM HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES. FURTHER, OEM'S LIABILITY FOR ANY AND ALL WARRANTY CLAIMS HEREUNDER SHALL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCT.

Specific Exclusions and Conditions

This Limited Warranty only covers defects in the following aspects of the Product:

A. Loss of adhesion of the Product resulting in rusting less than Rust Grade 5 as in ASTM D 610-08.
B. Cracking of the Paint System as set forth in ASTM D 661-93.
C. Excessive loss of gloss caused by cracking, checking, and hazing.
D. Scab corrosion, and corrosion under the paint film, where the point of origin is not: (a) A breach of the coating that occurred because of damage to the paint system, (b) Corrosion originating from a crevice, or (c) Dissimilar metals
E. Chemical Resistance meet ASTM D1308 standards 25 MEK double rubs.
F. Stone Chip SAE J400 Method A – 4B or above.

Damage or Defects excluded from this Limited Warranty include, but are not limited to:

1. Use of cleaning products not prescribed in the apparatus operator manual(s).
2. Exposure to corrosive agents, acid rain, chemical fallout.
3. Heavy-duty pressure washing or aggressive mechanical wash systems.
4. Paint deterioration caused by abuse, accidents, scratches, chips, or bruises.
5. Paint or coatings on the vehicle's undercarriage, interior, or aerial structure.
6. Applied or painted graphics, reflective material or gold leaf.
7. Paints or coatings of supplier parts including roller shutter doors.
8. Mechanical abrasion or external foreign object damage.
9. Application of, or removal of, stickers or decals including replacement.
10. Body compartment interior coatings, undercarriage and frame.
11. Defects resulting from or inherent to application such as runs, orange peel, and fisheyes.
12. Defects caused by acid rain and industrial fallout.

General Exclusions and Conditions; What This Limited Warranty Does Not Cover:

The Product may incorporate subsystems, assemblies, parts, components, and other items manufactured by third-party manufacturers which may include, but are not limited to, chassis, engine and emissions system, transmission, transfer case, axles, suspensions, water pumps, monitors, valves, foam systems, aerial devices (each, a "Third-Party Part" and collectively, the "Third-Party Parts"). OEM does not warrant Third-Party Parts. Defects in materials and workmanship related to Third-Party Parts that carry their own warranty are subject to that warranty. OEM hereby assigns to Purchaser any assignable warranty applicable to the Third-Party Parts. The previous sentence is OEM's sole obligation with respect to Third-Party Parts.

This Limited Warranty does not apply to, and OEM shall have no responsibility or liability for, any claim, loss or damage resulting from or caused by any of the following: (a) normal wear and tear; (b) misuse, carelessness, abuse or neglect (e.g. overloading, driving over curbs or exposure to corrosive or flooded environments); (c) improper handling, storage or repairs; (d) use of the Product other than for its intended purpose; (e) collision, fire, theft, vandalism; (f) weather, freezing, flooding, acts of God, or other casualties; (g) exposure to salt, acids, corrosive agents or other damaging chemicals or materials; (h) components or systems, whether new or used, provided by Purchaser and installed at its request; (i) when the odometer or hour meter is disconnected, or its reading has been altered, or actual mileage or hours cannot be determined; (j) improper maintenance or use including, but not limited to, failure to follow the required or recommended maintenance schedules, failure to maintain operating parameters, and failure to follow operating instructions; (k) any Third-Party Parts; (l) additions or accessories not originally installed by OEM, including ancillary equipment used in firefighting, and any problems resulting from such additions or accessories; (m) any "aftermarket" devices installed on the Product; (n) the repair or modification of any existing part, component or subsystem originally installed by OEM without its prior express written authorization and any problems resulting from such repair or modification. Further, this Limited Warranty shall be null and void if the Product is ever leased or rented, whether or not for compensation, to another person or entity.

Miscellaneous Terms:

OEM reserves the right to make changes to the Product without incurring any obligation to modify or improve previously manufactured parts or products. Further, OEM may respond to or correct any issue or complaint for which it does not otherwise have responsibility under this Limited Warranty without becoming obligated to respond to or correct any future issue or complaint of a same or similar nature, and such response or correction shall not constitute an admission of warranty coverage or impose any additional obligations on OEM.

Fire Apparatus

Ten (10) Years or 100,000 Miles

Plumbing and Piping Corrosion-Free (Stainless Steel)

Limited Warranty

Subject to the provisions, limitations, and exclusions set forth in this certificate, Spartan Fire, LLC ("OEM") extends the following Limited Warranty to the Purchaser of a fire apparatus vehicle manufactured by OEM (the Apparatus"). As used herein, "Purchaser" means that person or entity which purchases and commences first commercial use of the Product for its intended purpose.

This Limited Warranty Covers:
The Apparatus's stainless steel fire suppression plumbing and piping shall system (the "Product") shall be free from corrosion perforation, under normal use and maintenance, for the warranty period described below in this certificate. Also see the Section herein entitled "Specific Exclusions and Conditions" for a more detailed description of the parts and components covered by this Limited Warranty.
This Limited Warranty Coverage will Begin:
The date the Product is placed into service by the Purchaser or thirty (30) days after the date of the Product invoice to the Purchaser, whichever comes first.
This Limited Warranty Coverage Ends After the First Occurrence of:
Ten (10) Years or 100,000 Miles

Specific Exclusions and Conditions
This Limited Warranty only covers corrosion perforation in the stainless steel fire suppression pipes and associated joints for intake and discharge lines of the Product. Parts, components and subsystems excluded from this Limited Warranty include, but are not limited to, the exterior coatings, electrical system, pump and pump accessories, valves, monitors, light towers, generators, gauges, hoses, trim parts, fasteners or hardware. As used in this Limited Warranty, corrosion perforation is defined as an actual hole through the piping material caused by corrosion.

Who is Covered by this Limited Warranty: This Limited Warranty only applies to Purchaser and, unless required by applicable law, may not be assigned or transferred to any other person or entity without OEM's prior written authorization. This Limited Warranty is valid only in the country in which the Product is first sold.

How to Obtain Warranty Service: See the Operator Manual(s) for instructions on how to register the Product, to obtain warranty repair authorization and service, and to make arrangements for the Product to be transported to an OEM-authorized service facility for warranty service. All warranty service and towing must be authorized by an OEM customer service representative before any warranty or towing service is performed. OEM shall not be responsible for, or reimburse Purchaser for, any costs or expenses relating to unauthorized warranty service or towing. Purchaser must notify OEM or its authorized customer service representative as soon as possible after discovery of any defect with the Product but in no event more than ten (10) days after discovery.

Exclusive Remedy: OEM will, at its option, repair or replace the Product if it is defective in materials or workmanship during the warranty period stated above and covered by this Limited Warranty. Such repair or replacement may be performed at an OEM facility or by an OEM-authorized service facility. Any repaired or replaced Product shall be warranted only for the remainder of the warranty period applicable to the original Product. THIS PARAGRAPH CONTAINS OEM'S SOLE OBLIGATION AND PURCHASER'S EXCLUSIVE REMEDIES FOR ANY DEFECTIVE PRODUCT COVERED BY THIS LIMITED WARRANTY.

Third Party Representations: No person or entity is authorized to create any other warranty, obligation or liability in connection with the Product, and OEM is not responsible for any representation, promise or warranty made by any person, dealer, component manufacturer, vehicle manufacturer, or other entity beyond what is expressly stated in this Limited Warranty.

Disclaimer of Other Warranties: THIS LIMITED WARRANTY IS OEM'S SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THE PRODUCT. EXCEPT FOR THE LIMITED WARRANTIES STATED IN THIS CERTIFICATE, OEM MAKES NO OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE PRODUCT INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. TO THE EXTENT THAT ANY IMPLIED WARRANTIES MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW, SUCH WARRANTIES ARE EXPRESSLY LIMITED TO THE DURATION OF THE EXPRESS WARRANTY STATED IN THIS CERTIFICATE.

Limitation of Liability:
IN NO EVENT SHALL OEM BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, ENHANCED, PUNITIVE OR CONSEQUENTIAL DAMAGES RELATING TO OR ARISING OUT OF THE PRODUCT OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, LOST REVENUE, LOST PROFITS, LOSS OF OPPORTUNITIES, LOSS OF USE, DOWN TIME, DIMINUTION IN VALUE, COST OF ALTERNATIVE TRANSPORTATION, INCONVENIENCE, COST OF LODGING, VEHICLE RENTAL EXPENSES, LABOR CHARGES, EQUIPMENT RENTAL CHARGES OR OTHER ECONOMIC LOSSES), WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF OEM HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES. FURTHER, OEM'S LIABILITY FOR ANY AND ALL WARRANTY CLAIMS HEREUNDER SHALL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCT.

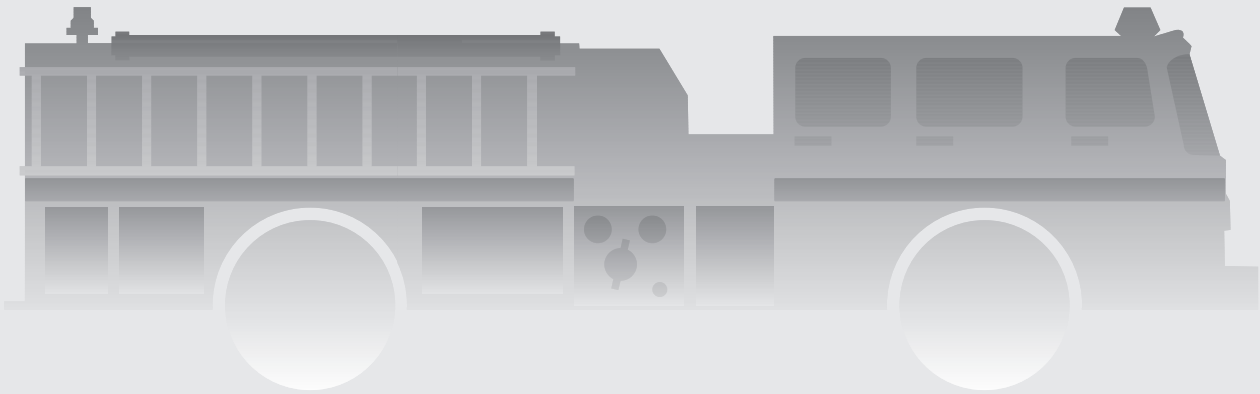
General Exclusions and Conditions; What This Limited Warranty Does Not Cover:
The Product may incorporate subsystems, assemblies, parts, components, and other items manufactured by third-party manufacturers which may include, but are not limited to, chassis, engine and emissions system, transmission, transfer case, axles, suspensions, water pumps, monitors, valves, foam systems, aerial devices (each, a "Third-Party Part" and collectively, the "Third-Party Parts"). OEM does not warrant Third-Party Parts. Defects in materials and workmanship related to Third-Party Parts that carry their own warranty are subject to that warranty. OEM hereby assigns to Purchaser any assignable warranty applicable to the Third-Party Parts. The previous sentence is OEM's sole obligation with respect to Third-Party Parts.

This Limited Warranty does not apply to, and OEM shall have no responsibility or liability for, any claim, loss or damage resulting from or caused by any of the following: (a) normal wear and tear; (b) misuse, carelessness, abuse or neglect (e.g. overloading, driving over curbs or exposure to corrosive or flooded environments); (c) improper handling, storage or repairs; (d) use of the Product other than for its intended purpose; (e) collision, fire, theft, vandalism; (f) weather, freezing, flooding, acts of God, or other casualties; (g) exposure to salt, acids, corrosive agents or other damaging chemicals or materials; (h) components or systems, whether new or used, provided by Purchaser and installed at its request; (i) when the odometer or hour meter is disconnected, or its reading has been altered, or actual mileage or hours cannot be determined; (j) improper maintenance or use including, but not limited to, failure to follow the required or recommended maintenance schedules, failure to maintain operating parameters, and failure to follow operating instructions; (k) any Third-Party Parts; (l) additions or accessories not originally installed by OEM, including ancillary equipment used in firefighting, and any problems resulting from such additions or accessories; (m) any "aftermarket" devices installed on the Product; (n) the repair or modification of any existing part, component or subsystem originally installed by OEM without its prior express written authorization and any problems resulting from such repair or modification. Further, this Limited Warranty shall be null and void if the Product is ever leased or rented, whether or not for compensation, to another person or entity.

Miscellaneous Terms:
OEM reserves the right to make changes to the Product without incurring any obligation to modify or improve previously manufactured parts or products. Further, OEM may respond to or correct any issue or complaint for which it does not otherwise have responsibility under this Limited Warranty without becoming obligated to respond to or correct any future issue or complaint of a same or similar nature, and such response or correction shall not constitute an admission of warranty coverage or impose any additional obligations on OEM.

Cummins Warranty

Worldwide
Fire Apparatus/Crash Trucks



Coverage

Products Warranted

This Warranty applies to new diesel Engines sold by Cummins and delivered to the first user on or after April 1, 2007, that are used in fire apparatus truck and crash truck* applications Worldwide.

Base Engine Warranty

The Base Engine Warranty covers any failures of the Engine which result, under normal use and service, from a defect in material or factory workmanship (Warrantable Failure). This Coverage begins with the sale of the Engine by Cummins and ends five years or 100,000 miles (160,935 kilometers), whichever occurs first, after the date of delivery of the Engine to the first user.

Engine aftertreatment components included in the Cummins Critical Parts List (CPL) and marked with a Cummins part number are covered under Base Engine Warranty.

Additional Coverage is outlined in the Emission Warranty section.

These Warranties are made to all Owners in the chain of distribution and Coverage continues to all subsequent Owners until the end of the periods of Coverage.

Cummins Responsibilities

Cummins will pay for all parts and labor needed to repair the damage to the Engine resulting from a Warrantable Failure.

Cummins will pay for the lubricating oil, antifreeze, filter elements, belts, hoses and other maintenance items that are not reusable due to the Warrantable Failure.

Cummins will pay for reasonable labor costs for Engine removal and reinstallation when necessary to repair a Warrantable Failure.

Cummins will pay reasonable costs for towing a vehicle disabled by a Warrantable Failure to the nearest authorized repair location. In lieu of the towing expense, Cummins will pay reasonable costs for mechanics to travel to and from the location of the vehicle, including meals, mileage and lodging when the repair is performed at the site of the failure.

Owner Responsibilities

Owner is responsible for the operation and maintenance of the Engine as specified in Cummins Operation and Maintenance Manuals. Owner is also responsible for providing proof that all recommended maintenance has been performed.

Before the expiration of the applicable Warranty, Owner must notify a Cummins distributor, authorized dealer or other repair location approved by Cummins of any Warrantable Failure and make the Engine available for repair by such facility. Except for Engines disabled by a Warrantable Failure, Owner must also deliver the Engine to the repair facility.

Service locations are listed on the Cummins Worldwide Service Locator at cummins.com.

Owner is responsible for the cost of lubricating oil, antifreeze, filter elements and other maintenance items provided during Warranty repairs unless such items are not reusable due to the Warrantable Failure.

Owner is responsible for communication expenses, meals, lodging and similar costs incurred as a result of a Warrantable Failure.

Owner is responsible for non-Engine repairs and for ‘‘downtime’’ expenses, cargo damage, fines, all applicable taxes, all business costs and other losses resulting from a Warrantable Failure.

Owner is responsible for a $100 (U.S. Dollars) deductible per each service visit under this plan in the 3rd, 4th and 5th years of Base Engine Warranty. The deductible will not be charged during the first 2 years of the Base Engine Warranty.

Limitations

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the Engine.

Any unauthorized modifications to the aftertreatment could negatively effect emissions certification and void Warranty.

Cummins is also not responsible for failures caused by incorrect oil, fuel or diesel exhaust fluid or by water, dirt or other contaminants in the fuel, oil or diesel

exhaust fluid.

This Warranty does not apply to accessories supplied by Cummins which bear the name of another company. Such non-warranted accessories include, but are not limited to: alternators, starters, fans, air conditioning compressors, clutches, filters, transmissions, torque converters, vacuum pumps, power steering pumps, fan drives and air compressors. Cummins branded alternators and starters are covered for the first two years from the date of delivery of the Engine to the first user, or the expiration of the Base Engine Warranty, whichever occurs first.

Failures resulting in excessive oil consumption are not covered beyond the duration of the Coverage or 100,000 miles (160,935 kilometers) or 7,000 hours from the date of delivery of the Engine to the first user, whichever of the three occurs first. Before a claim for excessive oil consumption will be considered, Owner must submit adequate documentation to show that consumption exceeds Cummins published standards.

Failures of belts and hoses supplied by Cummins are not covered beyond the first year from the date of delivery of the Engine to the first user or the duration of the Warranty, whichever occurs first.

Parts used to repair a Warrantable Failure may be new Cummins parts, Cummins approved rebuilt parts or repaired parts. Cummins is not responsible for failures resulting from the use of parts not approved by Cummins.

A new Cummins or Cummins approved rebuilt part used to repair a Warrantable Failure assumes the identity of the part it replaced and is entitled to the remaining Coverage hereunder.

Cummins Inc. reserves the right to interrogate Electronic Control Module (ECM) data for purposes of failure analysis.

CUMMINS DOES NOT COVER WEAR OR WEAROUT OF COVERED PARTS.

CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

THIS WARRANTY AND THE EMISSION WARRANTY SET FORTH HEREINAFTER ARE THE SOLE WARRANTIES MADE BY CUMMINS IN REGARD TO THESE ENGINES. CUMMINS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Emission Warranty

Products Warranted

This Emission Warranty applies to new Engines marketed by Cummins that are used in the United States** in vehicles designed for transporting persons or property on a street or highway. This Warranty applies to Engines delivered to the first user on or after September 1, 1992.

Coverage

Cummins warrants to the first user and each subsequent purchaser that the Engine is designed, built and equipped so as to conform at the time of sale by Cummins with all U.S. federal emission regulations applicable at the time of manufacture and that it is free from defects in material or factory workmanship which would cause it not to meet these regulations within the longer of the following periods: (A) Five years or 100,000 miles (160,935 kilometers) of operation, whichever occurs first, as measured from the date of delivery of the Engine to the first user or (B) The Base Engine Warranty.

If the vehicle in which the Engine is installed is registered in the state of California, a separate California Emission Warranty also applies.

Limitations

Failures, other than those resulting from defects in material or factory workmanship, are not covered by this Warranty.

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the Engine.

Any unauthorized modifications to the aftertreatment could negatively effect emissions certification and void Warranty.

Cummins is also not responsible for failures caused by incorrect oil, fuel or diesel exhaust fluid or by water, dirt or other contaminants in the fuel, oil or diesel exhaust fluid.

Cummins is not responsible for non-Engine repairs, ‘‘downtime’’ expenses, cargo damage, fines, all applicable taxes, all business costs or other losses resulting from a Warrantable Failure.

CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

* Airport operated crash trucks and fire department operated trucks employed to respond to fires, hazardous material releases, rescue and other emergency-type situations.

** United States includes American Samoa, the Commonwealth of Northern Mariana Islands, Guam, Puerto Rico and the U.S. Virgin Islands.

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Custom Chassis

Two (2) Years or 36,000 Miles

Custom Chassis

Limited Warranty

Subject to the provisions, limitations, and exclusions set forth in this certificate, Spartan Fire, LLC ("OEM") extends the following Limited Warranty to the Purchaser of a Custom Chassis (the "Product") manufactured by OEM for a fire apparatus vehicle (the "Apparatus"). As used herein, "Purchaser" means that person or entity which purchases and commences first commercial use of the Apparatus for its intended purpose.

This Limited Warranty Covers:

The Product shall be free from defects in material and workmanship, under normal use and maintenance, for the warranty period described below in this certificate. Also see the Section herein entitled "Specific Exclusions and Conditions" for more details regarding the parts and components covered by this Limited Warranty.

This Limited Warranty Coverage will Begin:

The date the Product is placed into service by the Purchaser or thirty (30) days after the date of the Product invoice to the Purchaser, whichever comes first.

This Limited Warranty Coverage Ends After the First Occurrence of:

Two (2) Years or 36,000 Miles

Specific Exclusions and Conditions

Except as excluded in this certificate, this Limited Warranty covers Product parts, components, and subsystems manufactured by OEM. Parts, components and subsystems excluded from this Limited Warranty include, but are not limited to: normal maintenance parts and activities such as lubrication, oil and filter replacement, belt adjustment, brake adjustment, door check strap adjustment, and vehicle alignments; parts subject to normal wear including, but not limited to, batteries, tires, brakes, belts, hoses, lights and bulbs, electrical accessories, voltage regulator, flashers, windshield wipers, etc.; frame and structure if altered by welding, cutting or splicing, or improper drilling of rail flanges without OEM's prior written approval; any part, component, or subsystem not installed on the Product at the time it is shipped from OEM's factory; parts, components and subsystems subject to separate OEM limited warranties such as, but not limited to, the Apparatus's engine emissions system, electrical system, multiplex electronic system, frame, aerial device, hydraulic system, body structure, cab structure, paint system, or plumbing system.

Who is Covered by this Limited Warranty: This Limited Warranty only applies to Purchaser and, unless required by applicable law, may not be assigned or transferred to any other person or entity without OEM's prior written authorization. This Limited Warranty is valid only in the country in which the Product is first sold.

How to Obtain Warranty Service: See the Operator Manual(s) for instructions on how to register the Product, to obtain warranty repair authorization and service, and to make arrangements for the Product to be transported to an OEM-authorized service facility for warranty service. All warranty service and towing must be authorized by an OEM customer service representative before any warranty or towing service is performed. OEM shall not be responsible for, or reimburse Purchaser for, any costs or expenses relating to unauthorized warranty service or towing. Purchaser must notify OEM or its authorized customer service representative as soon as possible after discovery of any defect with the Product but in no event more than ten (10) days after discovery.

Exclusive Remedy: OEM will, at its option, repair or replace the Product if it is defective in materials or workmanship during the warranty period stated above and covered by this Limited Warranty. Such repair or replacement may be performed at an OEM facility or by an OEM-authorized service facility. Any repaired or replaced Product shall be warranted only for the remainder of the warranty period applicable to the original Product. THIS PARAGRAPH CONTAINS OEM'S SOLE OBLIGATION AND PURCHASER'S EXCLUSIVE REMEDIES FOR ANY DEFECTIVE PRODUCT COVERED BY THIS LIMITED WARRANTY.

Third Party Representations: No person or entity is authorized to create any other warranty, obligation or liability in connection with the Product, and OEM is not responsible for any representation, promise or warranty made by any person, dealer, component manufacturer, vehicle manufacturer, or other entity beyond what is expressly stated in this Limited Warranty.

Disclaimer of Other Warranties: THIS LIMITED WARRANTY IS OEM'S SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THE PRODUCT. EXCEPT FOR THE LIMITED WARRANTIES STATED IN THIS CERTIFICATE, OEM MAKES NO OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE PRODUCT INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. TO THE EXTENT THAT ANY IMPLIED WARRANTIES MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW, SUCH WARRANTIES ARE EXPRESSLY LIMITED TO THE DURATION OF THE EXPRESS WARRANTY STATED IN THIS CERTIFICATE.

Limitation of Liability: IN NO EVENT SHALL OEM BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, ENHANCED, PUNITIVE OR CONSEQUENTIAL DAMAGES RELATING TO OR ARISING OUT OF THE PRODUCT OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, LOST REVENUE, LOST PROFITS, LOSS OF OPPORTUNITIES, LOSS OF USE, DOWN TIME, DIMINUTION IN VALUE, COST OF ALTERNATIVE TRANSPORTATION, INCONVENIENCE, COST OF LODGING, VEHICLE RENTAL EXPENSES, LABOR CHARGES, EQUIPMENT RENTAL CHARGES OR OTHER ECONOMIC LOSSES), WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF OEM HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES. FURTHER, OEM'S LIABILITY FOR ANY AND ALL WARRANTY CLAIMS HEREUNDER SHALL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCT.

Dispute Resolution: Any dispute related to this limited warranty, or beach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with their Commercial Arbitration Rules. The arbitration shall take place in the county where the facility that manufactured the truck in question is located. The laws of the state where the truck in question was manufactured shall be applied in any arbitration proceedings, without regard to principles of conflict of law. Each party shall bear its own costs, fees, and expenses. The arbitrator(s) award shall be in writing and include an explanation of the basis for the award. The arbitrator(s) award shall be final and binding and judgment may be entered in any court having jurisdiction. The parties shall maintain the strict confidentiality of the arbitration proceedings and award, unless otherwise required by court order or as necessary to confirm, vacate, or enforce the award and for disclosure in confidence to the parties' professional advisors (legal/tax), or senior management personnel.

General Exclusions and Conditions; What This Limited Warranty Does Not Cover: The Product may incorporate subsystems, assemblies, parts, components, and other items manufactured by third-party manufacturers which may include, but are not limited to, chassis, engine and emissions system, transmission, transfer case, axles, suspensions, water pumps, monitors, valves, foam systems, aerial devices (each, a "Third-Party Part" and collectively, the "Third-Party Parts"). OEM does not warrant Third-Party Parts. Defects in materials and workmanship related to Third-Party Parts that carry their own warranty are subject to that warranty. OEM hereby assigns to Purchaser any assignable warranty applicable to the Third-Party Parts. The previous sentence is OEM's sole obligation with respect to Third-Party Parts.

This Limited Warranty does not apply to, and OEM shall have no responsibility or liability for, any claim, loss or damage resulting from or caused by any of the following: (a) normal wear and tear; (b) misuse, carelessness, abuse or neglect (e.g. overloading, driving over curbs or exposure to corrosive or flooded environments); (c) improper handling, storage or repairs; (d) use of the Product other than for its intended purpose; (e) collision, fire, theft, vandalism; (f) weather, freezing, flooding, acts of God, or other casualties; (g) exposure to salt, acids, corrosive agents or other damaging chemicals or materials; (h) components or systems, whether new or used, provided by Purchaser and installed at its request; (i) when the odometer or hour meter is disconnected, or its reading has been altered, or actual mileage or hours cannot be determined; (j) improper maintenance or use including, but not limited to, failure to follow the required or recommended maintenance schedules, failure to maintain operating parameters, and failure to follow operating instructions; (k) any Third-Party Parts; (l) additions or accessories not originally installed by OEM, including ancillary equipment used in firefighting, and any problems resulting from such additions or accessories; (m) any "aftermarket" devices installed on the Product; (n) the repair or modification of any existing part, component or subsystem originally installed by OEM without its prior express written authorization and any problems resulting from such repair or modification. Further, this Limited Warranty shall be null and void if the Product is ever leased or rented, whether or not for compensation, to another person or entity.

Miscellaneous Terms: OEM reserves the right to make changes to the Product without incurring any obligation to modify or improve previously manufactured parts or products. Further, OEM may respond to or correct any issue or complaint for which it does not otherwise have responsibility under this Limited Warranty without becoming obligated to respond to or correct any future issue or complaint of a same or similar nature, and such response or correction shall not constitute an admission of warranty coverage or impose any additional obligations on OEM.

Fire Apparatus

Ten (10) Years or 100,000 Miles

Cab Structure (Aluminum)

Limited Warranty

Subject to the provisions, limitations, and exclusions set forth in this certificate, Spartan Fire, LLC ("OEM") extends the following Limited Warranty to the Purchaser of a fire apparatus vehicle manufactured by OEM (the "Apparatus"). As used herein, "Purchaser" means that person or entity which purchases and commences first commercial use of the Product for its intended purpose.

This Limited Warranty Covers:
The Apparatus's chassis aluminum cab structure system (the "Product") shall be free from defects in material and workmanship, under normal use and maintenance, for the warranty period described below in this certificate. Also see the Section herein entitled "Specific Exclusions and Conditions" for more details regarding the parts and components covered by this Limited Warranty.
This Limited Warranty Coverage will Begin:
The date the Product is placed into service by the Purchaser or thirty (30) days after the date of the Product invoice to the Purchaser, whichever comes first.
This Limited Warranty Coverage Ends After the First Occurrence of:
Ten (10) Years or 100,000 Miles

Specific Exclusions and Conditions
This Limited Warranty only covers defects in the material and workmanship of the welded or bonded aluminum cab structural aspects of the Product. Parts, components and subsystems excluded from this Limited Warranty include, but are not limited to, the exterior coating, corrosion damage, electrical system, equipment mounting, doors, door hardware, glass, HVAC, switches, instruments, controls, seats, occupant protection, trim parts, upholstery, lighting, mounting components, fasteners or hardware.

Who is Covered by this Limited Warranty: This Limited Warranty only applies to Purchaser and, unless required by applicable law, may not be assigned or transferred to any other person or entity without OEM's prior written authorization. This Limited Warranty is valid only in the country in which the Product is first sold.

How to Obtain Warranty Service: See the Operator Manual(s) for instructions on how to register the Product, to obtain warranty repair authorization and service, and to make arrangements for the Product to be transported to an OEM-authorized service facility for warranty service. All warranty service and towing must be authorized by an OEM customer service representative before any warranty or towing service is performed. OEM shall not be responsible for, or reimburse Purchaser for, any costs or expenses relating to unauthorized warranty service or towing. Purchaser must notify OEM or its authorized customer service representative as soon as possible after discovery of any defect with the Product but in no event more than ten (10) days after discovery.

Exclusive Remedy: OEM will, at its option, repair or replace the Product if it is defective in materials or workmanship during the warranty period stated above and covered by this Limited Warranty. Such repair or replacement may be performed at an OEM facility or by an OEM-authorized service facility. Any repaired or replaced Product shall be warranted only for the remainder of the warranty period applicable to the original Product. THIS PARAGRAPH CONTAINS OEM'S SOLE OBLIGATION AND PURCHASER'S EXCLUSIVE REMEDIES FOR ANY DEFECTIVE PRODUCT COVERED BY THIS LIMITED WARRANTY.

Third Party Representations: No person or entity is authorized to create any other warranty, obligation or liability in connection with the Product, and OEM is not responsible for any representation, promise or warranty made by any person, dealer, component manufacturer, vehicle manufacturer, or other entity beyond what is expressly stated in this Limited Warranty.

Disclaimer of Other Warranties: THIS LIMITED WARRANTY IS OEM'S SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THE PRODUCT. EXCEPT FOR THE LIMITED WARRANTIES STATED IN THIS CERTIFICATE, OEM MAKES NO OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE PRODUCT INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. TO THE EXTENT THAT ANY IMPLIED WARRANTIES MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW, SUCH WARRANTIES ARE EXPRESSLY LIMITED TO THE DURATION OF THE EXPRESS WARRANTY STATED IN THIS CERTIFICATE.

Limitation of Liability: IN NO EVENT SHALL OEM BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, ENHANCED, PUNITIVE OR CONSEQUENTIAL DAMAGES RELATING TO OR ARISING OUT OF THE PRODUCT OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, LOST REVENUE, LOST PROFITS, LOSS OF OPPORTUNITIES, LOSS OF USE, DOWN TIME, DIMINUTION IN VALUE, COST OF ALTERNATIVE TRANSPORTATION, INCONVENIENCE, COST OF LODGING, VEHICLE RENTAL EXPENSES, LABOR CHARGES, EQUIPMENT RENTAL CHARGES OR OTHER ECONOMIC LOSSES), WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF OEM HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES. FURTHER, OEM'S LIABILITY FOR ANY AND ALL WARRANTY CLAIMS HEREUNDER SHALL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCT.

Dispute Resolution: Any dispute related to this limited warranty, or beach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with their Commercial Arbitration Rules. The arbitration shall take place in the county where the facility that manufactured the truck in question is located. The laws of the state where the truck in question was manufactured shall be applied in any arbitration proceedings, without regard to principles of conflict of law. Each party shall bear its own costs, fees, and expenses. The arbitrator(s) award shall be in writing and include an explanation of the basis for the award. The arbitrator(s) award shall be final and binding and judgment may be entered in any court having jurisdiction. The parties shall maintain the strict confidentiality of the arbitration proceedings and award, unless otherwise required by court order or as necessary to confirm, vacate, or enforce the award and for disclosure in confidence to the parties' professional advisors (legal/tax), or senior management personnel.

General Exclusions and Conditions; What This Limited Warranty Does Not Cover: The Product may incorporate subsystems, assemblies, parts, components, and other items manufactured by third-party manufacturers which may include, but are not limited to, chassis, engine and emissions system, transmission, transfer case, axles, suspensions, water pumps, monitors, valves, foam systems, aerial devices (each, a "Third-Party Part" and collectively, the "Third-Party Parts"). OEM does not warrant Third-Party Parts. Defects in materials and workmanship related to Third-Party Parts that carry their own warranty are subject to that warranty. OEM hereby assigns to Purchaser any assignable warranty applicable to the Third-Party Parts. The previous sentence is OEM's sole obligation with respect to Third-Party Parts.

This Limited Warranty does not apply to, and OEM shall have no responsibility or liability for, any claim, loss or damage resulting from or caused by any of the following: (a) normal wear and tear; (b) misuse, carelessness, abuse or neglect (e.g. overloading, driving over curbs or exposure to corrosive or flooded environments); (c) improper handling, storage or repairs; (d) use of the Product other than for its intended purpose; (e) collision, fire, theft, vandalism; (f) weather, freezing, flooding, acts of God, or other casualties; (g) exposure to salt, acids, corrosive agents or other damaging chemicals or materials; (h) components or systems, whether new or used, provided by Purchaser and installed at its request; (i) when the odometer or hour meter is disconnected, or its reading has been altered, or actual mileage or hours cannot be determined; (j) improper maintenance or use including, but not limited to, failure to follow the required or recommended maintenance schedules, failure to maintain operating parameters, and failure to follow operating instructions; (k) any Third-Party Parts; (l) additions or accessories not originally installed by OEM, including ancillary equipment used in firefighting, and any problems resulting from such additions or accessories; (m) any "aftermarket" devices installed on the Product; (n) the repair or modification of any existing part, component or subsystem originally installed by OEM without its prior express written authorization and any problems resulting from such repair or modification. Further, this Limited Warranty shall be null and void if the Product is ever leased or rented, whether or not for compensation, to another person or entity.

Miscellaneous Terms: OEM reserves the right to make changes to the Product without incurring any obligation to modify or improve previously manufactured parts or products. Further, OEM may respond to or correct any issue or complaint for which it does not otherwise have responsibility under this Limited Warranty without becoming obligated to respond to or correct any future issue or complaint of a same or similar nature, and such response or correction shall not constitute an admission of warranty coverage or impose any additional obligations on OEM.

Allison Transmission
Division of General Motors Corporation

Important

"Participating OEM & Allison Distributor/Dealer Warranty Document Only"

The following warranty statement is for transmissions purchased by Participating OEMs (**O**riginal **E**quipment **M**anufacturers) and by Allison Transmission Distributor/Dealers. The term Participating means that the OEM participates in the warranty coverage provided by Allison Transmission and utilizes Allison Transmission authorized Distributor/Dealer network for warranty repairs.

In the event that an OEM is a Non-Participating OEM then the OEM provides the warranty to the customer by utilizing their own network for warranty repairs.

Please refer to your vehicle's operator/owner's manual and or selling vehicle dealer for powertrain coverage.

NEW PRODUCT WARRANTY

PARTICIPATING OEM SALES
DISTRIBUTOR SALES

LIMITED WARRANTY ON NEW ALLISON AUTOMATIC TRANSMISSIONS USED IN ON-HIGHWAY TRUCK APPLICATIONS OTHER THAN AUTOMOTIVE FIRE APPARATUS APPLICATIONS

Allison Transmission will provide for repairs or replacement, at its option, during the warranty period of each new Allison transmission listed below that is installed in an On-Highway Truck other than Automotive Fire Apparatus in accordance with the following terms, conditions, and limitations.

WHAT IS COVERED

- **WARRANTY APPLIES —** This warranty is for new Allison transmission models listed below installed in an On-Highway Truck other than Line Haul and Automotive Fire Apparatus and is provided to the original and any subsequent owner(s) of the vehicle during the warranty period.
- **REPAIRS COVERED —** The warranty covers repairs or replacement, at Allison Transmission's option, to correct any transmission malfunction resulting from defects in material or workmanship occurring during the warranty period. Needed repairs or replacements will be performed using the method Allison Transmission determines most appropriate under the circumstances.
- **TOWING —** Towing is covered to the nearest Allison Transmission Distributor or authorized Dealer only when necessary to prevent further damage to your transmission.
- **PAYMENT TERMS —** Warranty repairs, including parts and labor, will be covered per the schedule shown in the chart contained in section "APPLICABLE MODELS, WARRANTY LIMITATIONS, AND ADJUSTMENT SCHEDULE."
- **OBTAINING REPAIRS —** To obtain warranty repairs, take the vehicle to any Allison Transmission Distributor or authorized Dealer within a reasonable amount of time and request the needed repairs. A reasonable amount of time must be allowed for the Distributor or Dealer to perform necessary repairs.
- **TRANSMISSION REMOVAL AND REINSTALLATION —** Labor costs for the removal and re-installation of the transmission, when necessary to make a warranty repair, are covered by this warranty.
- **WARRANTY PERIOD —** The warranty period for all coverages shall begin on the date the transmission is delivered to the first retail purchaser, with the following exception:

  Demonstration Service - A transmission in a new truck or bus may be demonstrated to a total of 5000 miles (8000 kilometers). If the vehicle is within this limit when sold to a retail purchaser, the warranty start date is the date of purchase. Normal warranty services are applicable to the demonstrating Dealer. Should the truck or bus be sold to a retail purchaser after these limits are reached, the warranty period will begin on the date the vehicle was first placed in demonstration service and the purchaser will be entitled to the remaining warranty.

  The warranty period for all coverages shall end at the expiration of the coverage set forth below:

APPLICABLE MODELS, WARRANTY LIMITATIONS, AND ADJUSTMENT SCHEDULE

APPLICABLE MODELS	WARRANTY LIMITATIONS (Whichever occurs first)		ADJUSTMENT CHARGE TO BE PAID BY THE CUSTOMER	
	Months	Transmission Miles Or Kilometers	Parts	Labor
MD, MT, HD, HT, 3000, 3500, 4000, 4500, 4700, 4800, 3000 HS, 4000 HS, 4500 HS, 3000 RDS, 3500 RDS, 4000 RDS, 4500 RDS, 4700 RDS	0–24*	No Limit	No Charge	No Charge
AT, 1000 Series™, 2000 Series™, 2400 Series™, 1000, 2100, 2200, 2500, 1000 HS, 2100 HS, 2200 HS, 2350 HS, 2500 HS, 2550 HS, 1000 RDS, 2100 RDS, 2200 RDS, 2350 RDS, 2500 RDS, 2550 RDS	0–36*	No Limit	No Charge	No Charge
Emergency Vehicle Use Only 1000 EVS, 2100 EVS, 2200 EVS, 2500 EVS, 3000 EVS, 3500 EVS, 4000, 4000 EVS, 4500, 4500 EVS, 4700, 4700 EVS, 4800, 4800 EVS	0–60	No Limit	No Charge	No Charge

* Effective July 2006, the Allison transmission in your vehicle may be covered by additional extended coverage, dependent on the Original Equipment Manufacturer (OEM) which manufactured your vehicle**. This additional coverage requires continued use of Allison TranSynd™ synthetic transmission fluid and genuine Allison filters.** Please consult your OEM Dealer or authorized Allison Transmission Distributor or Dealer for specific information.

WHAT IS NOT COVERED

- **DAMAGE DUE TO ACCIDENT, MISUSE, or ALTERATION**

  Defects and damage caused as the result of any of the following are not covered:
  - — Flood, collision, fire, theft, freezing, vandalism, riot, explosion, or objects striking the vehicle;
  - — Misuse of the vehicle;
  - — Installation into unapproved applications and installations;
  - — Alterations or modification of the transmission or the vehicle, and
  - — Damage resulting from improper storage (refer to long-term storage procedure outlined in the applicable Allison Service Manual)
  - — Anything other than defects in Allison Transmission material or workmanship

  NOTE: This warranty is void on transmissions used in vehicles currently or previously titled as salvaged, scrapped, junked, or totaled.

- **CHASSIS, BODY, and COMPONENTS —** The chassis and body company (assemblers) and other component and equipment manufacturers are solely responsible for warranties on the chassis, body, component(s), and equipment they provide. Any transmission repair caused by an alteration(s) made to the Allison transmission or the vehicle which allows the transmission to be installed or operated outside of the limits defined in the appropriate Allison Installation Guideline is solely the responsibility of the entity making the alteration(s).

- **DAMAGE CAUSED by LACK of MAINTENANCE or by the USE of TRANSMISSION FLUIDS NOT RECOMMENDED in the OPERATOR'S MANUAL —** Defects and damage caused by any of the following are not covered:
  - Failure to follow the recommendations of the maintenance schedule intervals applicable to the transmission;
  - Failure to use transmission fluids or maintain transmission fluid levels recommended in the Operator's Manual.

- **MAINTENANCE —** Normal maintenance (such as replacement of filters, screens, and transmission fluid) is not covered and is the owner's responsibility.

- **REPAIRS by UNAUTHORIZED DEALERS —** Defects and damage caused by a service outlet that is not an authorized Allison Transmission Distributor or Dealer are not covered.

- **USE of OTHER THAN GENUINE ALLISON TRANSMISSION PARTS —** Defects and damage caused by the use of parts that are not genuine Allison Transmission parts are not covered.

- **EXTRA EXPENSES —** Economic loss and extra expenses are not covered. Examples include but are not limited to: loss of vehicle use; inconvenience; storage; payment for loss of time or pay; vehicle rental expense; lodging; meals; or other travel costs.

- **"DENIED PARTY" OWNERSHIP —** Warranty repair parts and labor costs are not reimbursed to any participating or non-participating OEMs, dealers or distributors who perform warranty work for, or on behalf of, end users identified by the United States as being a "denied party" or who are citizens of sanctioned or embargoed countries as defined by the U.S. Department of Treasury Office of Foreign Assets Control. Furthermore, warranty reimbursements are not guaranteed if the reimbursement would be contrary to any United States export control laws or regulations as defined by the U.S. Department of Commerce, the U.S. Department of State, or the U.S. Department of Treasury.

OTHER TERMS APPLICABLE TO CONSUMERS AS DEFINED by the MAGNUSON-MOSS WARRANTY ACT

This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

Allison Transmission does not authorize any person to create for it any other obligation or liability in connection with these transmissions. **ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO THESE TRANSMISSIONS IS LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY. PERFORMANCE OF REPAIRS AND NEEDED ADJUSTMENTS IS THE EXCLUSIVE REMEDY UNDER THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY. ALLISON TRANSMISSION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (SUCH AS, BUT NOT LIMITED TO, LOST WAGES OR VEHICLE RENTAL EXPENSES) RESULTING FROM BREACH OF THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY.****

** Some states do not allow limitations on how long an implied warranty will last or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

OTHER TERMS APPLICABLE TO OTHER END-USERS

THIS WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE ALLISON TRANSMISSION MODELS LISTED ABOVE AND IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALLISON TRANSMISSION DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH SUCH TRANSMISSIONS. ALLISON TRANSMISSION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM BREACH OF THIS WARRANTY OR ANY IMPLIED WARRANTY.

QUESTIONS

If you have any questions regarding this warranty or the performance of warranty obligations, you may contact any Allison Transmission Distributor or Dealer or write to:

Allison Transmission
General Motors Corporation
P.O. Box 894
Indianapolis, IN 46206-0894
Attention: Warranty Administration 462-470-PF9
Form SE0617EN (200606)

Custom Chassis

Lifetime (50) Years or 250,000 Miles

Frame Rail

Limited Warranty

Subject to the provisions, limitations, and exclusions set forth in this certificate, Spartan Fire, LLC ("OEM") extends the following Limited Warranty to the Purchaser of a fire apparatus vehicle manufactured by OEM (the "Apparatus"). As used herein, "Purchaser" means that person or entity which purchases and commences first commercial use of the Product for its intended purpose.

This Limited Warranty Covers:
The Custom Chassis' frame rail (the "Product") shall be free from defects in material and workmanship, under normal use and maintenance, for the warranty period described below in this certificate. Also see the Section herein entitled "Specific Exclusions and Conditions" for more details regarding the parts and components covered by this Limited Warranty.
This Limited Warranty Coverage will Begin:
The date the Product is placed into service by the Purchaser or thirty (30) days after the date of the Product invoice to the Purchaser, whichever comes first.
This Limited Warranty Coverage Ends After the First Occurrence of:
Lifetime (50) Years or 250,000 Miles

Specific Exclusions and Conditions
This Limited Warranty only covers breaking or cracking of factory installed frame rails. Parts, components and subsystems excluded from this Limited Warranty include, but are not limited to, parts with evidence of alterations, cutting, splicing, welding or drilling of rails or flanges without the prior written authorization of the OEM; damage resulting from corrosion, including but not limited to, exposure to salt, deicing agents, acidic material, or other damaging chemicals or materials; any item that is bolted to the frame rail including the item attachment hardware (bolts, nuts, etc.); and paint, undercoating, or other surface treatments.

Who is Covered by this Limited Warranty: This Limited Warranty only applies to Purchaser and, unless required by applicable law, may not be assigned or transferred to any other person or entity without OEM's prior written authorization. This Limited Warranty is valid only in the country in which the Product is first sold.

How to Obtain Warranty Service: See the Operator Manual(s) for instructions on how to register the Product, to obtain warranty repair authorization and service, and to make arrangements for the Product to be transported to an OEM-authorized service facility for warranty service. All warranty service and towing must be authorized by an OEM customer service representative before any warranty or towing service is performed. OEM shall not be responsible for, or reimburse Purchaser for, any costs or expenses relating to unauthorized warranty service or towing. Purchaser must notify OEM or its authorized customer service representative as soon as possible after discovery of any defect with the Product but in no event more than ten (10) days after discovery.

Exclusive Remedy: OEM will, at its option, repair or replace the Product if it is defective in materials or workmanship during the warranty period stated above and covered by this Limited Warranty. Such repair or replacement may be performed at an OEM facility or by an OEM-authorized service facility. Any repaired or replaced Product shall be warranted only for the remainder of the warranty period applicable to the original Product. THIS PARAGRAPH CONTAINS OEM'S SOLE OBLIGATION AND PURCHASER'S EXCLUSIVE REMEDIES FOR ANY DEFECTIVE PRODUCT COVERED BY THIS LIMITED WARRANTY.

Third Party Representations: No person or entity is authorized to create any other warranty, obligation or liability in connection with the Product, and OEM is not responsible for any representation, promise or warranty made by any person, dealer, component manufacturer, vehicle manufacturer, or other entity beyond what is expressly stated in this Limited Warranty.

Disclaimer of Other Warranties: THIS LIMITED WARRANTY IS OEM'S SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THE PRODUCT. EXCEPT FOR THE LIMITED WARRANTIES STATED IN THIS CERTIFICATE, OEM MAKES NO OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE PRODUCT INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. TO THE EXTENT THAT ANY IMPLIED WARRANTIES MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW, SUCH WARRANTIES ARE EXPRESSLY LIMITED TO THE DURATION OF THE EXPRESS WARRANTY STATED IN THIS CERTIFICATE.

Limitation of Liability: IN NO EVENT SHALL OEM BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, ENHANCED, PUNITIVE OR CONSEQUENTIAL DAMAGES RELATING TO OR ARISING OUT OF THE PRODUCT OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, LOST REVENUE, LOST PROFITS, LOSS OF OPPORTUNITIES, LOSS OF USE, DOWN TIME, DIMINUTION IN VALUE, COST OF ALTERNATIVE TRANSPORTATION, INCONVENIENCE, COST OF LODGING, VEHICLE RENTAL EXPENSES, LABOR CHARGES, EQUIPMENT RENTAL CHARGES OR OTHER ECONOMIC LOSSES), WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF OEM HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES. FURTHER, OEM'S LIABILITY FOR ANY AND ALL WARRANTY CLAIMS HEREUNDER SHALL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCT.

Dispute Resolution: Any dispute related to this limited warranty, or beach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with their Commercial Arbitration Rules. The arbitration shall take place in the county where the facility that manufactured the truck in question is located. The laws of the state where the truck in question was manufactured shall be applied in any arbitration proceedings, without regard to principles of conflict of law. Each party shall bear its own costs, fees, and expenses. The arbitrator(s) award shall be in writing and include an explanation of the basis for the award. The arbitrator(s) award shall be final and binding and judgment may be entered in any court having jurisdiction. The parties shall maintain the strict confidentiality of the arbitration proceedings and award, unless otherwise required by court order or as necessary to confirm, vacate, or enforce the award and for disclosure in confidence to the parties' professional advisors (legal/tax), or senior management personnel.

General Exclusions and Conditions; What This Limited Warranty Does Not Cover: The Product may incorporate subsystems, assemblies, parts, components, and other items manufactured by third-party manufacturers which may include, but are not limited to, chassis, engine and emissions system, transmission, transfer case, axles, suspensions, water pumps, monitors, valves, foam systems, aerial devices (each, a "Third-Party Part" and collectively, the "Third-Party Parts"). OEM does not warrant Third-Party Parts. Defects in materials and workmanship related to Third-Party Parts that carry their own warranty are subject to that warranty. OEM hereby assigns to Purchaser any assignable warranty applicable to the Third-Party Parts. The previous sentence is OEM's sole obligation with respect to Third-Party Parts.

This Limited Warranty does not apply to, and OEM shall have no responsibility or liability for, any claim, loss or damage resulting from or caused by any of the following: (a) normal wear and tear; (b) misuse, carelessness, abuse or neglect (e.g. overloading, driving over curbs or exposure to corrosive or flooded environments); (c) improper handling, storage or repairs; (d) use of the Product other than for its intended purpose; (e) collision, fire, theft, vandalism; (f) weather, freezing, flooding, acts of God, or other casualties; (g) exposure to salt, acids, corrosive agents or other damaging chemicals or materials; (h) components or systems, whether new or used, provided by Purchaser and installed at its request; (i) when the odometer or hour meter is disconnected, or its reading has been altered, or actual mileage or hours cannot be determined; (j) improper maintenance or use including, but not limited to, failure to follow the required or recommended maintenance schedules, failure to maintain operating parameters, and failure to follow operating instructions; (k) any Third-Party Parts; (l) additions or accessories not originally installed by OEM, including ancillary equipment used in firefighting, and any problems resulting from such additions or accessories; (m) any "aftermarket" devices installed on the Product; (n) the repair or modification of any existing part, component or subsystem originally installed by OEM without its prior express written authorization and any problems resulting from such repair or modification. Further, this Limited Warranty shall be null and void if the Product is ever leased or rented, whether or not for compensation, to another person or entity.

Miscellaneous Terms: OEM reserves the right to make changes to the Product without incurring any obligation to modify or improve previously manufactured parts or products. Further, OEM may respond to or correct any issue or complaint for which it does not otherwise have responsibility under this Limited Warranty without becoming obligated to respond to or correct any future issue or complaint of a same or similar nature, and such response or correction shall not constitute an admission of warranty coverage or impose any additional obligations on OEM.

Fire Apparatus

Ten (10) Years

PPG Paint and Finish (Exterior Clear coated)

Limited Warranty

Subject to the provisions, limitations, and exclusions set forth in this certificate, Spartan Fire, LLC ("OEM") extends the following Limited Warranty to the Purchaser of a fire apparatus vehicle manufactured by OEM (the Apparatus"). As used herein, "Purchaser" means that person or entity which purchases and commences first commercial use of the Product for its intended purpose.

This Limited Warranty Covers:
The Apparatus's OEM-applied exterior coating and finishing system (the "Product") shall be free from the paint system adhesion defects listed in the Section herein entitled "Specific Exclusions and Conditions", under normal use and maintenance, for the warranty period described in this certificate. If the Product is manufactured using a chassis provided by a Third-Party Parts manufacturer (i.e. a commercial chassis), this Limited Warranty shall not apply to the chassis. Instead, the Product's chassis will be covered by, and subject to, a separate limited warranty provided by that Third-Party Parts manufacturer. In addition, also see the Section herein entitled "Specific Exclusions and Conditions" for more details regarding this Limited Warranty.
This Limited Warranty Coverage will Begin:
The date the Product is placed into service by the Purchaser or thirty (30) days after the date of the Product invoice to the Purchaser, whichever comes first.
This Limited Warranty Coverage Ends After the First Occurrence of:
Ten (10) Years

Specific Exclusions and Conditions
This Limited Warranty only covers defects in the following aspects of the Product: Warranty Inclusions: A Peeling or delamination of the topcoat and/or other layers of paint. B Cracking or checking due to failure of the product. C Excessive loss of gloss caused by cracking, checking, and hazing. D Corrosion, prorated to the following schedule, Years 1, 2 - 100%, Year 3, - 75% Year 4 - 50%, Year 5 - 25% or 100,000 miles, whichever comes first. Damage or Defects excluded from this Limited Warranty include, but are not limited to: 1 Paint deterioration caused by blisters or other film degradation due to dissimilar metals or corrosion originating from damage to the paint thickness. 2 Corrosion originatingfrom a crevice/body seam. 3 Hazing, chalking or loss of gloss caused by improper care, abrasive polishes, cleaning agents, heavy-duty pressure washing, or aggressive mechanical wash systems. 4 Paint deterioration caused by abuse, scratches, chips, gloss reduction, accidents, acid rain, chemical fallout or acts of nature. 5 Claims presented without proper Warranty documentation.

Who is Covered by this Limited Warranty: This Limited Warranty only applies to Purchaser and, unless required by applicable law, may not be assigned or transferred to any other person or entity without OEM's prior written authorization. This Limited Warranty is valid only in the country in which the Product is first sold.

How to Obtain Warranty Service: See the Operator Manual(s) for instructions on how to register the Product, to obtain warranty repair authorization and service, and to make arrangements for the Product to be transported to an OEM-authorized service facility for warranty service. All warranty service and towing must be authorized by an OEM customer service representative before any warranty or towing service is performed. OEM shall not be responsible for, or reimburse Purchaser for, any costs or expenses relating to unauthorized warranty service or towing. Purchaser must notify OEM or its authorized customer service representative as soon as possible after discovery of any defect with the Product but in no event more than ten (10) days after discovery.

Exclusive Remedy: OEM will, at its option, repair or replace the Product if it is defective in materials or workmanship during the warranty period stated above and covered by this Limited Warranty. Such repair or replacement may be performed at an OEM facility or by an OEM-authorized service facility. Any repaired or replaced Product shall be warranted only for the remainder of the warranty period applicable to the original Product. THIS PARAGRAPH CONTAINS OEM'S SOLE OBLIGATION AND PURCHASER'S EXCLUSIVE REMEDIES FOR ANY DEFECTIVE PRODUCT COVERED BY THIS LIMITED WARRANTY.

Third Party Representations: No person or entity is authorized to create any other warranty, obligation or liability in connection with the Product, and OEM is not responsible for any representation, promise or warranty made by any person, dealer, component manufacturer, vehicle manufacturer, or other entity beyond what is expressly stated in this Limited Warranty.

Disclaimer of Other Warranties: THIS LIMITED WARRANTY IS OEM'S SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THE PRODUCT. EXCEPT FOR THE LIMITED WARRANTIES STATED IN THIS CERTIFICATE, OEM MAKES NO OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE PRODUCT INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. TO THE EXTENT THAT ANY IMPLIED WARRANTIES MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW, SUCH WARRANTIES ARE EXPRESSLY LIMITED TO THE DURATION OF THE EXPRESS WARRANTY STATED IN THIS CERTIFICATE.

Limitation of Liability:
IN NO EVENT SHALL OEM BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, ENHANCED, PUNITIVE OR CONSEQUENTIAL DAMAGES RELATING TO OR ARISING OUT OF THE PRODUCT OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, LOST REVENUE, LOST PROFITS, LOSS OF OPPORTUNITIES, LOSS OF USE, DOWN TIME, DIMINUTION IN VALUE, COST OF ALTERNATIVE TRANSPORTATION, INCONVENIENCE, COST OF LODGING, VEHICLE RENTAL EXPENSES, LABOR CHARGES, EQUIPMENT RENTAL CHARGES OR OTHER ECONOMIC LOSSES), WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF OEM HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES. FURTHER, OEM'S LIABILITY FOR ANY AND ALL WARRANTY CLAIMS HEREUNDER SHALL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCT.

General Exclusions and Conditions; What This Limited Warranty Does Not Cover:
The Product may incorporate subsystems, assemblies, parts, components, and other items manufactured by third-party manufacturers which may include, but are not limited to, chassis, engine and emissions system, transmission, transfer case, axles, suspensions, water pumps, monitors, valves, foam systems, aerial devices (each, a "Third-Party Part" and collectively, the "Third-Party Parts"). OEM does not warrant Third-Party Parts. Defects in materials and workmanship related to Third-Party Parts that carry their own warranty are subject to that warranty. OEM hereby assigns to Purchaser any assignable warranty applicable to the Third-Party Parts. The previous sentence is OEM's sole obligation with respect to Third-Party Parts.

This Limited Warranty does not apply to, and OEM shall have no responsibility or liability for, any claim, loss or damage resulting from or caused by any of the following: (a) normal wear and tear; (b) misuse, carelessness, abuse or neglect (e.g. overloading, driving over curbs or exposure to corrosive or flooded environments); (c) improper handling, storage or repairs; (d) use of the Product other than for its intended purpose; (e) collision, fire, theft, vandalism; (f) weather, freezing, flooding, acts of God, or other casualties; (g) exposure to salt, acids, corrosive agents or other damaging chemicals or materials; (h) components or systems, whether new or used, provided by Purchaser and installed at its request; (i) when the odometer or hour meter is disconnected, or its reading has been altered, or actual mileage or hours cannot be determined; (j) improper maintenance or use including, but not limited to, failure to follow the required or recommended maintenance schedules, failure to maintain operating parameters, and failure to follow operating instructions; (k) any Third-Party Parts; (l) additions or accessories not originally installed by OEM, including ancillary equipment used in firefighting, and any problems resulting from such additions or accessories; (m) any "aftermarket" devices installed on the Product; (n) the repair or modification of any existing part, component or subsystem originally installed by OEM without its prior express written authorization and any problems resulting from such repair or modification. Further, this Limited Warranty shall be null and void if the Product is ever leased or rented, whether or not for compensation, to another person or entity.

Miscellaneous Terms:
OEM reserves the right to make changes to the Product without incurring any obligation to modify or improve previously manufactured parts or products. Further, OEM may respond to or correct any issue or complaint for which it does not otherwise have responsibility under this Limited Warranty without becoming obligated to respond to or correct any future issue or complaint of a same or similar nature, and such response or correction shall not constitute an admission of warranty coverage or impose any additional obligations on OEM.

Fire Apparatus

Two (2) Years or 36,000 Miles

Electrical

Limited Warranty

Subject to the provisions, limitations, and exclusions set forth in this certificate, Spartan Fire, LLC ("OEM") extends the following Limited Warranty to the Purchaser of a fire apparatus vehicle manufactured by OEM (the "Apparatus"). As used herein, "Purchaser" means that person or entity which purchases and commences first commercial use of the Product for its intended purpose.

This Limited Warranty Covers:
The Apparatus's electrical system (the "Product") shall be free from defects in material and workmanship, under normal use and maintenance, for the warranty period described below in this certificate. Also see the Section herein entitled "Specific Exclusions and Conditions" for more details regarding the parts and components covered by this Limited Warranty.
This Limited Warranty Coverage will Begin:
The date the Product is placed into service by the Purchaser or thirty (30) days after the date of the Product invoice to the Purchaser, whichever comes first.
This Limited Warranty Coverage Ends After the First Occurrence of:
Two (2) Years or 36,000 Miles

Specific Exclusions and Conditions
This Limited Warranty only covers defects in the main wire harnesses and related circuit protection, connectors, routing, harness clamping, and wire protection of the Product. Parts, components and subsystems excluded from this Limited Warranty include, but are not limited to, electronic devices, lighting, bulbs, sirens, radios, intercoms, ECUs, gauges, switches, occupant protection airbags and pyrotechnics, electronically controlled valves, pressure governors, foam system controls, ABS, ESC, solenoids, and relays. If the Product is manufactured using a chassis provided by a Third-Party Parts manufacturer (i.e. a commercial chassis), this Limited Warranty shall not apply to the chassis. Instead, the Product's chassis will be covered by, and subject to, a separate limited warranty provided by that Third-Party Parts manufacturer.

Who is Covered by this Limited Warranty: This Limited Warranty only applies to Purchaser and, unless required by applicable law, may not be assigned or transferred to any other person or entity without OEM's prior written authorization. This Limited Warranty is valid only in the country in which the Product is first sold.

How to Obtain Warranty Service: See the Operator Manual(s) for instructions on how to register the Product, to obtain warranty repair authorization and service, and to make arrangements for the Product to be transported to an OEM-authorized service facility for warranty service. All warranty service and towing must be authorized by an OEM customer service representative before any warranty or towing service is performed. OEM shall not be responsible for, or reimburse Purchaser for, any costs or expenses relating to unauthorized warranty service or towing. Purchaser must notify OEM or its authorized customer service representative as soon as possible after discovery of any defect with the Product but in no event more than ten (10) days after discovery.

Exclusive Remedy: OEM will, at its option, repair or replace the Product if it is defective in materials or workmanship during the warranty period stated above and covered by this Limited Warranty. Such repair or replacement may be performed at an OEM facility or by an OEM-authorized service facility. Any repaired or replaced Product shall be warranted only for the remainder of the warranty period applicable to the original Product. THIS PARAGRAPH CONTAINS OEM'S SOLE OBLIGATION AND PURCHASER'S EXCLUSIVE REMEDIES FOR ANY DEFECTIVE PRODUCT COVERED BY THIS LIMITED WARRANTY.

Third Party Representations: No person or entity is authorized to create any other warranty, obligation or liability in connection with the Product, and OEM is not responsible for any representation, promise or warranty made by any person, dealer, component manufacturer, vehicle manufacturer, or other entity beyond what is expressly stated in this Limited Warranty.

Disclaimer of Other Warranties: THIS LIMITED WARRANTY IS OEM'S SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THE PRODUCT. EXCEPT FOR THE LIMITED WARRANTIES STATED IN THIS CERTIFICATE, OEM MAKES NO OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE PRODUCT INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. TO THE EXTENT THAT ANY IMPLIED WARRANTIES MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW, SUCH WARRANTIES ARE EXPRESSLY LIMITED TO THE DURATION OF THE EXPRESS WARRANTY STATED IN THIS CERTIFICATE.

Limitation of Liability: IN NO EVENT SHALL OEM BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, ENHANCED, PUNITIVE OR CONSEQUENTIAL DAMAGES RELATING TO OR ARISING OUT OF THE PRODUCT OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, LOST REVENUE, LOST PROFITS, LOSS OF OPPORTUNITIES, LOSS OF USE, DOWN TIME, DIMINUTION IN VALUE, COST OF ALTERNATIVE TRANSPORTATION, INCONVENIENCE, COST OF LODGING, VEHICLE RENTAL EXPENSES, LABOR CHARGES, EQUIPMENT RENTAL CHARGES OR OTHER ECONOMIC LOSSES), WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF OEM HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES. FURTHER, OEM'S LIABILITY FOR ANY AND ALL WARRANTY CLAIMS HEREUNDER SHALL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCT.

Dispute Resolution: Any dispute related to this limited warranty, or beach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with their Commercial Arbitration Rules. The arbitration shall take place in the county where the facility that manufactured the truck in question is located. The laws of the state where the truck in question was manufactured shall be applied in any arbitration proceedings, without regard to principles of conflict of law. Each party shall bear its own costs, fees, and expenses. The arbitrator(s) award shall be in writing and include an explanation of the basis for the award. The arbitrator(s) award shall be final and binding and judgment may be entered in any court having jurisdiction. The parties shall maintain the strict confidentiality of the arbitration proceedings and award, unless otherwise required by court order or as necessary to confirm, vacate, or enforce the award and for disclosure in confidence to the parties' professional advisors (legal/tax), or senior management personnel.

General Exclusions and Conditions; What This Limited Warranty Does Not Cover: The Product may incorporate subsystems, assemblies, parts, components, and other items manufactured by third-party manufacturers which may include, but are not limited to, chassis, engine and emissions system, transmission, transfer case, axles, suspensions, water pumps, monitors, valves, foam systems, aerial devices (each, a "Third-Party Part" and collectively, the "Third-Party Parts"). OEM does not warrant Third-Party Parts. Defects in materials and workmanship related to Third-Party Parts that carry their own warranty are subject to that warranty. OEM hereby assigns to Purchaser any assignable warranty applicable to the Third-Party Parts. The previous sentence is OEM's sole obligation with respect to Third-Party Parts.

This Limited Warranty does not apply to, and OEM shall have no responsibility or liability for, any claim, loss or damage resulting from or caused by any of the following: (a) normal wear and tear; (b) misuse, carelessness, abuse or neglect (e.g. overloading, driving over curbs or exposure to corrosive or flooded environments); (c) improper handling, storage or repairs; (d) use of the Product other than for its intended purpose; (e) collision, fire, theft, vandalism; (f) weather, freezing, flooding, acts of God, or other casualties; (g) exposure to salt, acids, corrosive agents or other damaging chemicals or materials; (h) components or systems, whether new or used, provided by Purchaser and installed at its request; (i) when the odometer or hour meter is disconnected, or its reading has been altered, or actual mileage or hours cannot be determined; (j) improper maintenance or use including, but not limited to, failure to follow the required or recommended maintenance schedules, failure to maintain operating parameters, and failure to follow operating instructions; (k) any Third-Party Parts; (l) additions or accessories not originally installed by OEM, including ancillary equipment used in firefighting, and any problems resulting from such additions or accessories; (m) any "aftermarket" devices installed on the Product; (n) the repair or modification of any existing part, component or subsystem originally installed by OEM without its prior express written authorization and any problems resulting from such repair or modification. Further, this Limited Warranty shall be null and void if the Product is ever leased or rented, whether or not for compensation, to another person or entity.

Miscellaneous Terms: OEM reserves the right to make changes to the Product without incurring any obligation to modify or improve previously manufactured parts or products. Further, OEM may respond to or correct any issue or complaint for which it does not otherwise have responsibility under this Limited Warranty without becoming obligated to respond to or correct any future issue or complaint of a same or similar nature, and such response or correction shall not constitute an admission of warranty coverage or impose any additional obligations on OEM.

Custom Fire Chassis

Ten (10) Years or 450,000 Miles or 22,000 Eng Hours

Regulated Emissions - Heavy HDE

Limited Warranty

Subject to the provisions, limitations, and exclusions set forth in this certificate, Spartan Fire, LLC ("OEM") extends the following Limited Warranty to the Purchaser of a Custom Chassis (the "Product") manufactured by OEM for a fire apparatus vehicle (the "Apparatus"). As used herein, "Purchaser" means that person or entity which purchases and commences first commercial use of the Apparatus for its intended purpose.

This Limited Warranty Covers:

This warranty applies to apparatus equipped with:
Cummins X10 engine with a rated torque of greater than 1250 flt-lbs
Cummins X15 engine installed in the apparatus on or after Jan. 1, 2027

The Product shall be free from defects in material and workmanship, under normal use and maintenance, for the warranty period described below in this certificate. Also see the Section herein entitled "Specific Exclusions and Conditions" for more details regarding the parts and components covered by this Limited Warranty.

This Limited Warranty Coverage will Begin:

The date the Product is placed into service by the Purchaser or thirty (30) days after the date of the Product invoice to the Purchaser, whichever comes first.

This Limited Warranty Coverage Ends After the First Occurrence of:

Ten (10) Years or 450,000 Miles or 22,000 Eng Hours

Who is Covered by this Limited Warranty: This Limited Warranty only applies to Purchaser and, unless required by applicable law, may not be assigned or transferred to any other person or entity without OEM's prior written authorization. This Limited Warranty is valid only in the country in which the Product is first sold.

How to Obtain Warranty Service: See the Operator Manual(s) for instructions on how to register the Product, to obtain warranty repair authorization and service, and to make arrangements for the Product to be transported to an OEM-authorized service facility for warranty service. All warranty service and towing must be authorized by an OEM customer service representative before any warranty or towing service is performed. OEM shall not be responsible for, or reimburse Purchaser for, any costs or expenses relating to unauthorized warranty service or towing. Purchaser must notify OEM or its authorized customer service representative as soon as possible after discovery of any defect with the Product but in no event more than ten (10) days after discovery.

Exclusive Remedy: OEM will, at its option, repair or replace the Product if it is defective in materials or workmanship during the warranty period stated above and covered by this Limited Warranty. Such repair or replacement may be performed at an OEM facility or by an OEM-authorized service facility. Any repaired or replaced Product shall be warranted only for the remainder of the warranty period applicable to the original Product. THIS PARAGRAPH CONTAINS OEM'S SOLE OBLIGATION AND PURCHASER'S EXCLUSIVE REMEDIES FOR ANY DEFECTIVE PRODUCT COVERED BY THIS LIMITED WARRANTY.

Third Party Representations: No person or entity is authorized to create any other warranty, obligation or liability in connection with the Product, and OEM is not responsible for any representation, promise or warranty made by any person, dealer, component manufacturer, vehicle manufacturer, or other entity beyond what is expressly stated in this Limited Warranty.

Disclaimer of Other Warranties: THIS LIMITED WARRANTY IS OEM'S SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THE PRODUCT. EXCEPT FOR THE LIMITED WARRANTIES STATED IN THIS CERTIFICATE, OEM MAKES NO OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE PRODUCT INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. TO THE EXTENT THAT ANY IMPLIED WARRANTIES MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW, SUCH WARRANTIES ARE EXPRESSLY LIMITED TO THE DURATION OF THE EXPRESS WARRANTY STATED IN THIS CERTIFICATE.

Limitation of Liability:
IN NO EVENT SHALL OEM BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, ENHANCED, PUNITIVE OR CONSEQUENTIAL DAMAGES RELATING TO OR ARISING OUT OF THE PRODUCT OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, LOST REVENUE, LOST PROFITS, LOSS OF OPPORTUNITIES, LOSS OF USE, DOWN TIME, DIMINUTION IN VALUE, COST OF ALTERNATIVE TRANSPORTATION, INCONVENIENCE, COST OF LODGING, VEHICLE RENTAL EXPENSES, LABOR CHARGES, EQUIPMENT RENTAL CHARGES OR OTHER ECONOMIC LOSSES), WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF OEM HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES. FURTHER, OEM'S LIABILITY FOR ANY AND ALL WARRANTY CLAIMS HEREUNDER SHALL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCT.

Specific Exclusions and Conditions

This Limited Warranty only covers defects in material and workmanship that effect emissions performance in the follow components of the Product:
Engine Air Handling System and Associated Plumbing: Ambient Air Temperature Sensor; Charge Air Cooler and plumbing.
Engine harness circuits connected at both ends to emissions components.
Exhaust gas piping after the turbocharger.
Exhaust Aftertreatment: DEF tank heater control valve, DEF line heater control relay, DEF temperature sensors, DEF tank/lines heating element, heat exchanger, and pipe, DEF tank and lines, DEF level sensor.
Electronics: DEF lamp, OBD malfunction indicator lamp (MIL), OBD connector.
Air Supply: Compressed air regulator valve and supply line for hydrocarbon doser.

This limited warranty remains in effect so long as the vehicle emissions-related systems are properly maintained in accordance with the operator manual(s) and as described in 40 CFR 1068.115.

Parts, components and subsystems excluded from this Limited Warranty include, but are not limited to, engine emissions related parts that are warranted by the engine manufacturer.

If the Product is manufactured using a chassis provided by a Third-Party Parts manufacturer (i.e. a commercial chassis), this Limited Warranty shall not apply to the chassis. Instead, the Product's chassis will be covered by, and subject to, a separate limited warranty provided by that Third-Party Parts manufacturer.

General Exclusions and Conditions; What This Limited Warranty Does Not Cover:
The Product may incorporate subsystems, assemblies, parts, components, and other items manufactured by third-party manufacturers which may include, but are not limited to, chassis, engine and emissions system, transmission, transfer case, axles, suspensions, water pumps, monitors, valves, foam systems, aerial devices (each, a "Third-Party Part" and collectively, the "Third-Party Parts"). OEM does not warrant Third-Party Parts. Defects in materials and workmanship related to Third-Party Parts that carry their own warranty are subject to that warranty. OEM hereby assigns to Purchaser any assignable warranty applicable to the Third-Party Parts. The previous sentence is OEM's sole obligation with respect to Third-Party Parts.

This Limited Warranty does not apply to, and OEM shall have no responsibility or liability for, any claim, loss or damage resulting from or caused by any of the following: (a) normal wear and tear; (b) misuse, carelessness, abuse or neglect (e.g. overloading, driving over curbs or exposure to corrosive or flooded environments); (c) improper handling, storage or repairs; (d) use of the Product other than for its intended purpose; (e) collision, fire, theft, vandalism; (f) weather, freezing, flooding, acts of God, or other casualties; (g) exposure to salt, acids, corrosive agents or other damaging chemicals or materials; (h) components or systems, whether new or used, provided by Purchaser and installed at its request; (i) when the odometer or hour meter is disconnected, or its reading has been altered, or actual mileage or hours cannot be determined; (j) improper maintenance or use including, but not limited to, failure to follow the required or recommended maintenance schedules, failure to maintain operating parameters, and failure to follow operating instructions; (k) any Third-Party Parts; (l) additions or accessories not originally installed by OEM, including ancillary equipment used in firefighting, and any problems resulting from such additions or accessories; (m) any "aftermarket" devices installed on the Product; (n) the repair or modification of any existing part, component or subsystem originally installed by OEM without its prior express written authorization and any problems resulting from such repair or modification. Further, this Limited Warranty shall be null and void if the Product is ever leased or rented, whether or not for compensation, to another person or entity.

Miscellaneous Terms:
OEM reserves the right to make changes to the Product without incurring any obligation to modify or improve previously manufactured parts or products. Further, OEM may respond to or correct any issue or complaint for which it does not otherwise have responsibility under this Limited Warranty without becoming obligated to respond to or correct any future issue or complaint of a same or similar nature, and such response or correction shall not constitute an admission of warranty coverage or impose any additional obligations on OEM.

Custom Fire Chassis

Two (2) Years or 24,000 Miles

Regulated Emissions - Tires

Limited Warranty

Subject to the provisions, limitations, and exclusions set forth in this certificate, Spartan Fire, LLC ("OEM") extends the following Limited Warranty to the Purchaser of a Custom Chassis (the "Product") manufactured by OEM for a fire apparatus vehicle (the "Apparatus"). As used herein, "Purchaser" means that person or entity which purchases and commences first commercial use of the Apparatus for its intended purpose.

This Limited Warranty Covers:
The Product shall be free from defects in material and workmanship, under normal use and maintenance, for the warranty period described below in this certificate. Also see the Section herein entitled "Specific Exclusions and Conditions" for more details regarding the parts and components covered by this Limited Warranty.
This Limited Warranty Coverage will Begin:
The date the Product is placed into service by the Purchaser or thirty (30) days after the date of the Product invoice to the Purchaser, whichever comes first.
This Limited Warranty Coverage Ends After the First Occurrence of:
Two (2) Years or 24,000 Miles

Specific Exclusions and Conditions
This Limited Warranty only covers defects in material and workmanship that effect the emissions performance of the originally equipped tires. This limited warranty remains in effect so long as the vehicle emissions-related systems are properly maintained in accordance with the operator manual(s) and as described in 40 CFR 1068.115. If the Product is manufactured using a chassis provided by a Third-Party Parts manufacturer (i.e. a commercial chassis), this Limited Warranty shall not apply to the chassis. Instead, the Product's chassis will be covered by, and subject to, a separate limited warranty provided by that Third-Party Parts manufacturer.

Who is Covered by this Limited Warranty: This Limited Warranty only applies to Purchaser and, unless required by applicable law, may not be assigned or transferred to any other person or entity without OEM's prior written authorization. This Limited Warranty is valid only in the country in which the Product is first sold.

How to Obtain Warranty Service: See the Operator Manual(s) for instructions on how to register the Product, to obtain warranty repair authorization and service, and to make arrangements for the Product to be transported to an OEM-authorized service facility for warranty service. All warranty service and towing must be authorized by an OEM customer service representative before any warranty or towing service is performed. OEM shall not be responsible for, or reimburse Purchaser for, any costs or expenses relating to unauthorized warranty service or towing. Purchaser must notify OEM or its authorized customer service representative as soon as possible after discovery of any defect with the Product but in no event more than ten (10) days after discovery.

Exclusive Remedy: OEM will, at its option, repair or replace the Product if it is defective in materials or workmanship during the warranty period stated above and covered by this Limited Warranty. Such repair or replacement may be performed at an OEM facility or by an OEM-authorized service facility. Any repaired or replaced Product shall be warranted only for the remainder of the warranty period applicable to the original Product. THIS PARAGRAPH CONTAINS OEM'S SOLE OBLIGATION AND PURCHASER'S EXCLUSIVE REMEDIES FOR ANY DEFECTIVE PRODUCT COVERED BY THIS LIMITED WARRANTY.

Third Party Representations: No person or entity is authorized to create any other warranty, obligation or liability in connection with the Product, and OEM is not responsible for any representation, promise or warranty made by any person, dealer, component manufacturer, vehicle manufacturer, or other entity beyond what is expressly stated in this Limited Warranty.

Disclaimer of Other Warranties: THIS LIMITED WARRANTY IS OEM'S SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THE PRODUCT. EXCEPT FOR THE LIMITED WARRANTIES STATED IN THIS CERTIFICATE, OEM MAKES NO OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE PRODUCT INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. TO THE EXTENT THAT ANY IMPLIED WARRANTIES MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW, SUCH WARRANTIES ARE EXPRESSLY LIMITED TO THE DURATION OF THE EXPRESS WARRANTY STATED IN THIS CERTIFICATE.

Limitation of Liability:
IN NO EVENT SHALL OEM BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, ENHANCED, PUNITIVE OR CONSEQUENTIAL DAMAGES RELATING TO OR ARISING OUT OF THE PRODUCT OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, LOST REVENUE, LOST PROFITS, LOSS OF OPPORTUNITIES, LOSS OF USE, DOWN TIME, DIMINUTION IN VALUE, COST OF ALTERNATIVE TRANSPORTATION, INCONVENIENCE, COST OF LODGING, VEHICLE RENTAL EXPENSES, LABOR CHARGES, EQUIPMENT RENTAL CHARGES OR OTHER ECONOMIC LOSSES), WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF OEM HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES. FURTHER, OEM'S LIABILITY FOR ANY AND ALL WARRANTY CLAIMS HEREUNDER SHALL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCT.

General Exclusions and Conditions; What This Limited Warranty Does Not Cover:
The Product may incorporate subsystems, assemblies, parts, components, and other items manufactured by third-party manufacturers which may include, but are not limited to, chassis, engine and emissions system, transmission, transfer case, axles, suspensions, water pumps, monitors, valves, foam systems, aerial devices (each, a "Third-Party Part" and collectively, the "Third-Party Parts"). OEM does not warrant Third-Party Parts. Defects in materials and workmanship related to Third-Party Parts that carry their own warranty are subject to that warranty. OEM hereby assigns to Purchaser any assignable warranty applicable to the Third-Party Parts. The previous sentence is OEM's sole obligation with respect to Third-Party Parts.

This Limited Warranty does not apply to, and OEM shall have no responsibility or liability for, any claim, loss or damage resulting from or caused by any of the following: (a) normal wear and tear; (b) misuse, carelessness, abuse or neglect (e.g. overloading, driving over curbs or exposure to corrosive or flooded environments); (c) improper handling, storage or repairs; (d) use of the Product other than for its intended purpose; (e) collision, fire, theft, vandalism; (f) weather, freezing, flooding, acts of God, or other casualties; (g) exposure to salt, acids, corrosive agents or other damaging chemicals or materials; (h) components or systems, whether new or used, provided by Purchaser and installed at its request; (i) when the odometer or hour meter is disconnected, or its reading has been altered, or actual mileage or hours cannot be determined; (j) improper maintenance or use including, but not limited to, failure to follow the required or recommended maintenance schedules, failure to maintain operating parameters, and failure to follow operating instructions; (k) any Third-Party Parts; (l) additions or accessories not originally installed by OEM, including ancillary equipment used in firefighting, and any problems resulting from such additions or accessories; (m) any "aftermarket" devices installed on the Product; (n) the repair or modification of any existing part, component or subsystem originally installed by OEM without its prior express written authorization and any problems resulting from such repair or modification. Further, this Limited Warranty shall be null and void if the Product is ever leased or rented, whether or not for compensation, to another person or entity.

Miscellaneous Terms:
OEM reserves the right to make changes to the Product without incurring any obligation to modify or improve previously manufactured parts or products. Further, OEM may respond to or correct any issue or complaint for which it does not otherwise have responsibility under this Limited Warranty without becoming obligated to respond to or correct any future issue or complaint of a same or similar nature, and such response or correction shall not constitute an admission of warranty coverage or impose any additional obligations on OEM.

Custom Fire Chassis

Five (5) Years or 100,000 Miles

Regulated Emissions - AC Leak

Limited Warranty

Subject to the provisions, limitations, and exclusions set forth in this certificate, Spartan Fire, LLC ("OEM") extends the following Limited Warranty to the Purchaser of a Custom Chassis (the "Product") manufactured by OEM for a fire apparatus vehicle (the "Apparatus"). As used herein, "Purchaser" means that person or entity which purchases and commences first commercial use of the Apparatus for its intended purpose.

This Limited Warranty Covers:
The Product shall be free from defects in material and workmanship, under normal use and maintenance, for the warranty period described below in this certificate. Also see the Section herein entitled "Specific Exclusions and Conditions" for more details regarding the parts and components covered by this Limited Warranty.
This Limited Warranty Coverage will Begin:
The date the Product is placed into service by the Purchaser or thirty (30) days after the date of the Product invoice to the Purchaser, whichever comes first.
This Limited Warranty Coverage Ends After the First Occurrence of:
Five (5) Years or 100,000 Miles

Specific Exclusions and Conditions
This Limited Warranty only covers defects in material and workmanship of the air conditioning system related to the EPA regulated leakage rates. This limited warranty remains in effect so long as the vehicle emissions-related systems are properly maintained in accordance with the operator manual(s) and as described in 40 CFR 1068.115. If the Product is manufactured using a chassis provided by a Third-Party Parts manufacturer (i.e. a commercial chassis), this Limited Warranty shall not apply to the chassis. Instead, the Product's chassis will be covered by, and subject to, a separate limited warranty provided by that Third-Party Parts manufacturer.

Who is Covered by this Limited Warranty: This Limited Warranty only applies to Purchaser and, unless required by applicable law, may not be assigned or transferred to any other person or entity without OEM's prior written authorization. This Limited Warranty is valid only in the country in which the Product is first sold.

How to Obtain Warranty Service: See the Operator Manual(s) for instructions on how to register the Product, to obtain warranty repair authorization and service, and to make arrangements for the Product to be transported to an OEM-authorized service facility for warranty service. All warranty service and towing must be authorized by an OEM customer service representative before any warranty or towing service is performed. OEM shall not be responsible for, or reimburse Purchaser for, any costs or expenses relating to unauthorized warranty service or towing. Purchaser must notify OEM or its authorized customer service representative as soon as possible after discovery of any defect with the Product but in no event more than ten (10) days after discovery.

Exclusive Remedy: OEM will, at its option, repair or replace the Product if it is defective in materials or workmanship during the warranty period stated above and covered by this Limited Warranty. Such repair or replacement may be performed at an OEM facility or by an OEM-authorized service facility. Any repaired or replaced Product shall be warranted only for the remainder of the warranty period applicable to the original Product. THIS PARAGRAPH CONTAINS OEM'S SOLE OBLIGATION AND PURCHASER'S EXCLUSIVE REMEDIES FOR ANY DEFECTIVE PRODUCT COVERED BY THIS LIMITED WARRANTY.

Third Party Representations: No person or entity is authorized to create any other warranty, obligation or liability in connection with the Product, and OEM is not responsible for any representation, promise or warranty made by any person, dealer, component manufacturer, vehicle manufacturer, or other entity beyond what is expressly stated in this Limited Warranty.

Disclaimer of Other Warranties: THIS LIMITED WARRANTY IS OEM'S SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THE PRODUCT. EXCEPT FOR THE LIMITED WARRANTIES STATED IN THIS CERTIFICATE, OEM MAKES NO OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE PRODUCT INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. TO THE EXTENT THAT ANY IMPLIED WARRANTIES MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW, SUCH WARRANTIES ARE EXPRESSLY LIMITED TO THE DURATION OF THE EXPRESS WARRANTY STATED IN THIS CERTIFICATE.

Limitation of Liability:
IN NO EVENT SHALL OEM BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, ENHANCED, PUNITIVE OR CONSEQUENTIAL DAMAGES RELATING TO OR ARISING OUT OF THE PRODUCT OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, LOST REVENUE, LOST PROFITS, LOSS OF OPPORTUNITIES, LOSS OF USE, DOWN TIME, DIMINUTION IN VALUE, COST OF ALTERNATIVE TRANSPORTATION, INCONVENIENCE, COST OF LODGING, VEHICLE RENTAL EXPENSES, LABOR CHARGES, EQUIPMENT RENTAL CHARGES OR OTHER ECONOMIC LOSSES), WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF OEM HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES. FURTHER, OEM'S LIABILITY FOR ANY AND ALL WARRANTY CLAIMS HEREUNDER SHALL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCT.

General Exclusions and Conditions; What This Limited Warranty Does Not Cover:
The Product may incorporate subsystems, assemblies, parts, components, and other items manufactured by third-party manufacturers which may include, but are not limited to, chassis, engine and emissions system, transmission, transfer case, axles, suspensions, water pumps, monitors, valves, foam systems, aerial devices (each, a "Third-Party Part" and collectively, the "Third-Party Parts"). OEM does not warrant Third-Party Parts. Defects in materials and workmanship related to Third-Party Parts that carry their own warranty are subject to that warranty. OEM hereby assigns to Purchaser any assignable warranty applicable to the Third-Party Parts. The previous sentence is OEM's sole obligation with respect to Third-Party Parts.

This Limited Warranty does not apply to, and OEM shall have no responsibility or liability for, any claim, loss or damage resulting from or caused by any of the following: (a) normal wear and tear; (b) misuse, carelessness, abuse or neglect (e.g. overloading, driving over curbs or exposure to corrosive or flooded environments); (c) improper handling, storage or repairs; (d) use of the Product other than for its intended purpose; (e) collision, fire, theft, vandalism; (f) weather, freezing, flooding, acts of God, or other casualties; (g) exposure to salt, acids, corrosive agents or other damaging chemicals or materials; (h) components or systems, whether new or used, provided by Purchaser and installed at its request; (i) when the odometer or hour meter is disconnected, or its reading has been altered, or actual mileage or hours cannot be determined; (j) improper maintenance or use including, but not limited to, failure to follow the required or recommended maintenance schedules, failure to maintain operating parameters, and failure to follow operating instructions; (k) any Third-Party Parts; (l) additions or accessories not originally installed by OEM, including ancillary equipment used in firefighting, and any problems resulting from such additions or accessories; (m) any "aftermarket" devices installed on the Product; (n) the repair or modification of any existing part, component or subsystem originally installed by OEM without its prior express written authorization and any problems resulting from such repair or modification. Further, this Limited Warranty shall be null and void if the Product is ever leased or rented, whether or not for compensation, to another person or entity.

Miscellaneous Terms:
OEM reserves the right to make changes to the Product without incurring any obligation to modify or improve previously manufactured parts or products. Further, OEM may respond to or correct any issue or complaint for which it does not otherwise have responsibility under this Limited Warranty without becoming obligated to respond to or correct any future issue or complaint of a same or similar nature, and such response or correction shall not constitute an admission of warranty coverage or impose any additional obligations on OEM.

Custom Chassis

Twenty Five (25) Years or 150,000 Miles

Frame Rail Corrosion (Zinc Plate and Powder Coat)

Limited Warranty

Subject to the provisions, limitations, and exclusions set forth in this certificate, Spartan Fire, LLC ("OEM") extends the following Limited Warranty to the Purchaser of a fire apparatus vehicle manufactured by OEM (the "Apparatus"). As used herein, "Purchaser" means that person or entity which purchases and commences first commercial use of the Product for its intended purpose.

This Limited Warranty Covers:

The Custom Chassis' Zinc plated and power coated chassis frame rail system (the "Product") shall be free from corrosion perforation, under normal use and maintenance, for the warranty period described below in this certificate. Also see the Section herein entitled "Specific Exclusions and Conditions" for more details regarding the parts and components covered by this Limited Warranty.

This Limited Warranty Coverage will Begin:

The date the Product is placed into service by the Purchaser or thirty (30) days after the date of the Product invoice to the Purchaser, whichever comes first.

This Limited Warranty Coverage Ends After the First Occurrence of:

Twenty Five (25) Years or 150,000 Miles

Specific Exclusions and Conditions

This Limited Warranty only covers repair or replacement of the zinc plated and powder coated frame rail system consisting of the frame rails, frame liners, or frame wrappers if they are found to have corrosion perforation.

As used in this Limited Warranty, corrosion perforation is defined as an actual hole through the piping material caused by corrosion.

Parts, components and subsystems excluded from this Limited Warranty include, but are not limited to, any frame component not zinc plated; parts, components and systems with evidence of alterations, cutting, splicing, welding or drilling of rails or flanges without the prior written authorization of the OEM;
parts, components and subsystems where the Apparatus has been involved in an accident; and paint, undercoating, or other surface treatments.

As a condition to maintaining this Limited Warranty, the Purchaser must have the Apparatus inspected annually by an authorized OEM representative for damage to surface coatings of the frame including paint, plating, caulking and undercoating, and a written inspection report detailing the findings from each annual inspection must be forwarded to the OEM customer service department within 30 days of each inspection and any repairs. Failure to have damaged areas of the frame immediately repaired may void this Limited Warranty.

Who is Covered by this Limited Warranty: This Limited Warranty only applies to Purchaser and, unless required by applicable law, may not be assigned or transferred to any other person or entity without OEM's prior written authorization. This Limited Warranty is valid only in the country in which the Product is first sold.

How to Obtain Warranty Service: See the Operator Manual(s) for instructions on how to register the Product, to obtain warranty repair authorization and service, and to make arrangements for the Product to be transported to an OEM-authorized service facility for warranty service. All warranty service and towing must be authorized by an OEM customer service representative before any warranty or towing service is performed. OEM shall not be responsible for, or reimburse Purchaser for, any costs or expenses relating to unauthorized warranty service or towing. Purchaser must notify OEM or its authorized customer service representative as soon as possible after discovery of any defect with the Product but in no event more than ten (10) days after discovery.

Exclusive Remedy: OEM will, at its option, repair or replace the Product if it is defective in materials or workmanship during the warranty period stated above and covered by this Limited Warranty. Such repair or replacement may be performed at an OEM facility or by an OEM-authorized service facility. Any repaired or replaced Product shall be warranted only for the remainder of the warranty period applicable to the original Product. THIS PARAGRAPH CONTAINS OEM'S SOLE OBLIGATION AND PURCHASER'S EXCLUSIVE REMEDIES FOR ANY DEFECTIVE PRODUCT COVERED BY THIS LIMITED WARRANTY.

Third Party Representations: No person or entity is authorized to create any other warranty, obligation or liability in connection with the Product, and OEM is not responsible for any representation, promise or warranty made by any person, dealer, component manufacturer, vehicle manufacturer, or other entity beyond what is expressly stated in this Limited Warranty.

Disclaimer of Other Warranties: THIS LIMITED WARRANTY IS OEM'S SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THE PRODUCT. EXCEPT FOR THE LIMITED WARRANTIES STATED IN THIS CERTIFICATE, OEM MAKES NO OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE PRODUCT INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. TO THE EXTENT THAT ANY IMPLIED WARRANTIES MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW, SUCH WARRANTIES ARE EXPRESSLY LIMITED TO THE DURATION OF THE EXPRESS WARRANTY STATED IN THIS CERTIFICATE.

Limitation of Liability: IN NO EVENT SHALL OEM BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, ENHANCED, PUNITIVE OR CONSEQUENTIAL DAMAGES RELATING TO OR ARISING OUT OF THE PRODUCT OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, LOST REVENUE, LOST PROFITS, LOSS OF OPPORTUNITIES, LOSS OF USE, DOWN TIME, DIMINUTION IN VALUE, COST OF ALTERNATIVE TRANSPORTATION, INCONVENIENCE, COST OF LODGING, VEHICLE RENTAL EXPENSES, LABOR CHARGES, EQUIPMENT RENTAL CHARGES OR OTHER ECONOMIC LOSSES), WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF OEM HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES. FURTHER, OEM'S LIABILITY FOR ANY AND ALL WARRANTY CLAIMS HEREUNDER SHALL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCT.

Dispute Resolution: Any dispute related to this limited warranty, or beach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with their Commercial Arbitration Rules. The arbitration shall take place in the county where the facility that manufactured the truck in question is located. The laws of the state where the truck in question was manufactured shall be applied in any arbitration proceedings, without regard to principles of conflict of law. Each party shall bear its own costs, fees, and expenses. The arbitrator(s) award shall be in writing and include an explanation of the basis for the award. The arbitrator(s) award shall be final and binding and judgment may be entered in any court having jurisdiction. The parties shall maintain the strict confidentiality of the arbitration proceedings and award, unless otherwise required by court order or as necessary to confirm, vacate, or enforce the award and for disclosure in confidence to the parties' professional advisors (legal/tax), or senior management personnel.

General Exclusions and Conditions; What This Limited Warranty Does Not Cover: The Product may incorporate subsystems, assemblies, parts, components, and other items manufactured by third-party manufacturers which may include, but are not limited to, chassis, engine and emissions system, transmission, transfer case, axles, suspensions, water pumps, monitors, valves, foam systems, aerial devices (each, a "Third-Party Part" and collectively, the "Third-Party Parts"). OEM does not warrant Third-Party Parts. Defects in materials and workmanship related to Third-Party Parts that carry their own warranty are subject to that warranty. OEM hereby assigns to Purchaser any assignable warranty applicable to the Third-Party Parts. The previous sentence is OEM's sole obligation with respect to Third-Party Parts.

This Limited Warranty does not apply to, and OEM shall have no responsibility or liability for, any claim, loss or damage resulting from or caused by any of the following: (a) normal wear and tear; (b) misuse, carelessness, abuse or neglect (e.g. overloading, driving over curbs or exposure to corrosive or flooded environments); (c) improper handling, storage or repairs; (d) use of the Product other than for its intended purpose; (e) collision, fire, theft, vandalism; (f) weather, freezing, flooding, acts of God, or other casualties; (g) exposure to salt, acids, corrosive agents or other damaging chemicals or materials; (h) components or systems, whether new or used, provided by Purchaser and installed at its request; (i) when the odometer or hour meter is disconnected, or its reading has been altered, or actual mileage or hours cannot be determined; (j) improper maintenance or use including, but not limited to, failure to follow the required or recommended maintenance schedules, failure to maintain operating parameters, and failure to follow operating instructions; (k) any Third-Party Parts; (l) additions or accessories not originally installed by OEM, including ancillary equipment used in firefighting, and any problems resulting from such additions or accessories; (m) any "aftermarket" devices installed on the Product; (n) the repair or modification of any existing part, component or subsystem originally installed by OEM without its prior express written authorization and any problems resulting from such repair or modification. Further, this Limited Warranty shall be null and void if the Product is ever leased or rented, whether or not for compensation, to another person or entity.

Miscellaneous Terms: OEM reserves the right to make changes to the Product without incurring any obligation to modify or improve previously manufactured parts or products. Further, OEM may respond to or correct any issue or complaint for which it does not otherwise have responsibility under this Limited Warranty without becoming obligated to respond to or correct any future issue or complaint of a same or similar nature, and such response or correction shall not constitute an admission of warranty coverage or impose any additional obligations on OEM.

Custom Chassis

Three (3) Years or 48,000 Miles

Frame Components Corrosion (Powder Coat)

Limited Warranty

Subject to the provisions, limitations, and exclusions set forth in this certificate, Spartan Fire, LLC ("OEM") extends the following Limited Warranty to the Purchaser of a fire apparatus vehicle manufactured by OEM (the "Apparatus"). As used herein, "Purchaser" means that person or entity which purchases and commences first commercial use of the Product for its intended purpose.

This Limited Warranty Covers:
The Custom Chassis' powder coated frame component system (the "Product") shall be free from corrosion perforation, under normal use and maintenance, for the warranty period described below in this certificate. Also see the Section herein entitled "Specific Exclusions and Conditions" for more details regarding the parts and components covered by this Limited Warranty.
This Limited Warranty Coverage will Begin:
The date the Product is placed into service by the Purchaser or thirty (30) days after the date of the Product invoice to the Purchaser, whichever comes first.
This Limited Warranty Coverage Ends After the First Occurrence of:
Three (3) Years or 48,000 Miles

Specific Exclusions and Conditions
This Limited Warranty only covers repair or replacement of the powder coated front frame extension, frame crossmembers, battery brackets, and rear underbody supports if they are found to have corrosion perforation. As used in this Limited Warranty, corrosion perforation is defined as an actual hole through the piping material caused by corrosion. Parts, components and subsystems excluded from this Limited Warranty include, but are not limited to, any frame component not zinc plated; parts, components and systems with evidence of alterations, cutting, splicing, welding or drilling of rails or flanges without the prior written authorization of the OEM; parts, components and subsystems where the Apparatus has been involved in an accident; and paint, undercoating, or other surface treatments. As a condition to maintaining this Limited Warranty, the Purchaser must have the Apparatus inspected annually by an authorized OEM representative for damage to surface coatings of the frame including paint, plating, caulking and undercoating, and a written inspection report detailing the findings from each annual inspection must be forwarded to the OEM customer service department within 30 days of each inspection and any repairs. Failure to have damaged areas of the frame immediately repaired may void this Limited Warranty.

Who is Covered by this Limited Warranty: This Limited Warranty only applies to Purchaser and, unless required by applicable law, may not be assigned or transferred to any other person or entity without OEM's prior written authorization. This Limited Warranty is valid only in the country in which the Product is first sold.

How to Obtain Warranty Service: See the Operator Manual(s) for instructions on how to register the Product, to obtain warranty repair authorization and service, and to make arrangements for the Product to be transported to an OEM-authorized service facility for warranty service. All warranty service and towing must be authorized by an OEM customer service representative before any warranty or towing service is performed. OEM shall not be responsible for, or reimburse Purchaser for, any costs or expenses relating to unauthorized warranty service or towing. Purchaser must notify OEM or its authorized customer service representative as soon as possible after discovery of any defect with the Product but in no event more than ten (10) days after discovery.

Exclusive Remedy: OEM will, at its option, repair or replace the Product if it is defective in materials or workmanship during the warranty period stated above and covered by this Limited Warranty. Such repair or replacement may be performed at an OEM facility or by an OEM-authorized service facility. Any repaired or replaced Product shall be warranted only for the remainder of the warranty period applicable to the original Product. THIS PARAGRAPH CONTAINS OEM'S SOLE OBLIGATION AND PURCHASER'S EXCLUSIVE REMEDIES FOR ANY DEFECTIVE PRODUCT COVERED BY THIS LIMITED WARRANTY.

Third Party Representations: No person or entity is authorized to create any other warranty, obligation or liability in connection with the Product, and OEM is not responsible for any representation, promise or warranty made by any person, dealer, component manufacturer, vehicle manufacturer, or other entity beyond what is expressly stated in this Limited Warranty.

Disclaimer of Other Warranties: THIS LIMITED WARRANTY IS OEM'S SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THE PRODUCT. EXCEPT FOR THE LIMITED WARRANTIES STATED IN THIS CERTIFICATE, OEM MAKES NO OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE PRODUCT INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. TO THE EXTENT THAT ANY IMPLIED WARRANTIES MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW, SUCH WARRANTIES ARE EXPRESSLY LIMITED TO THE DURATION OF THE EXPRESS WARRANTY STATED IN THIS CERTIFICATE.

Limitation of Liability: IN NO EVENT SHALL OEM BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, ENHANCED, PUNITIVE OR CONSEQUENTIAL DAMAGES RELATING TO OR ARISING OUT OF THE PRODUCT OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, LOST REVENUE, LOST PROFITS, LOSS OF OPPORTUNITIES, LOSS OF USE, DOWN TIME, DIMINUTION IN VALUE, COST OF ALTERNATIVE TRANSPORTATION, INCONVENIENCE, COST OF LODGING, VEHICLE RENTAL EXPENSES, LABOR CHARGES, EQUIPMENT RENTAL CHARGES OR OTHER ECONOMIC LOSSES), WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF OEM HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES. FURTHER, OEM'S LIABILITY FOR ANY AND ALL WARRANTY CLAIMS HEREUNDER SHALL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCT.

Dispute Resolution: Any dispute related to this limited warranty, or beach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with their Commercial Arbitration Rules. The arbitration shall take place in the county where the facility that manufactured the truck in question is located. The laws of the state where the truck in question was manufactured shall be applied in any arbitration proceedings, without regard to principles of conflict of law. Each party shall bear its own costs, fees, and expenses. The arbitrator(s) award shall be in writing and include an explanation of the basis for the award. The arbitrator(s) award shall be final and binding and judgment may be entered in any court having jurisdiction. The parties shall maintain the strict confidentiality of the arbitration proceedings and award, unless otherwise required by court order or as necessary to confirm, vacate, or enforce the award and for disclosure in confidence to the parties' professional advisors (legal/tax), or senior management personnel.

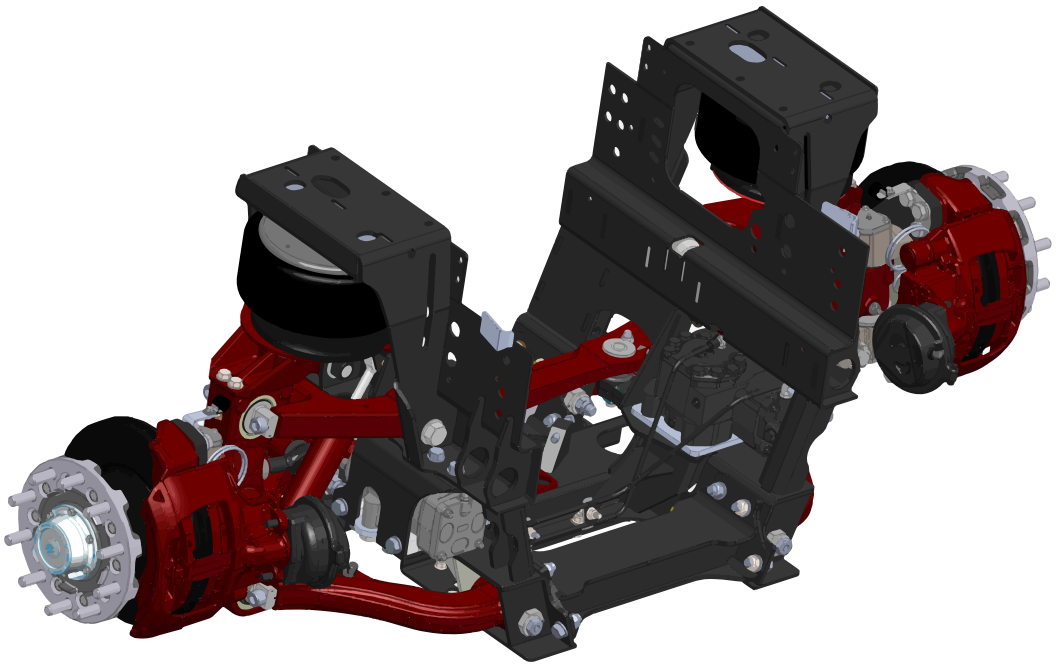
General Exclusions and Conditions; What This Limited Warranty Does Not Cover: The Product may incorporate subsystems, assemblies, parts, components, and other items manufactured by third-party manufacturers which may include, but are not limited to, chassis, engine and emissions system, transmission, transfer case, axles, suspensions, water pumps, monitors, valves, foam systems, aerial devices (each, a "Third-Party Part" and collectively, the "Third-Party Parts"). OEM does not warrant Third-Party Parts. Defects in materials and workmanship related to Third-Party Parts that carry their own warranty are subject to that warranty. OEM hereby assigns to Purchaser any assignable warranty applicable to the Third-Party Parts. The previous sentence is OEM's sole obligation with respect to Third-Party Parts.

This Limited Warranty does not apply to, and OEM shall have no responsibility or liability for, any claim, loss or damage resulting from or caused by any of the following: (a) normal wear and tear; (b) misuse, carelessness, abuse or neglect (e.g. overloading, driving over curbs or exposure to corrosive or flooded environments); (c) improper handling, storage or repairs; (d) use of the Product other than for its intended purpose; (e) collision, fire, theft, vandalism; (f) weather, freezing, flooding, acts of God, or other casualties; (g) exposure to salt, acids, corrosive agents or other damaging chemicals or materials; (h) components or systems, whether new or used, provided by Purchaser and installed at its request; (i) when the odometer or hour meter is disconnected, or its reading has been altered, or actual mileage or hours cannot be determined; (j) improper maintenance or use including, but not limited to, failure to follow the required or recommended maintenance schedules, failure to maintain operating parameters, and failure to follow operating instructions; (k) any Third-Party Parts; (l) additions or accessories not originally installed by OEM, including ancillary equipment used in firefighting, and any problems resulting from such additions or accessories; (m) any "aftermarket" devices installed on the Product; (n) the repair or modification of any existing part, component or subsystem originally installed by OEM without its prior express written authorization and any problems resulting from such repair or modification. Further, this Limited Warranty shall be null and void if the Product is ever leased or rented, whether or not for compensation, to another person or entity.

Miscellaneous Terms: OEM reserves the right to make changes to the Product without incurring any obligation to modify or improve previously manufactured parts or products. Further, OEM may respond to or correct any issue or complaint for which it does not otherwise have responsibility under this Limited Warranty without becoming obligated to respond to or correct any future issue or complaint of a same or similar nature, and such response or correction shall not constitute an admission of warranty coverage or impose any additional obligations on OEM.

Reyco Granning SUSPENSIONS

Fire Apparatus Suspensions Limited Warranty



Reyco Granning, LLC (The Company) warrants suspension products manufactured by it to be free from defect in material and workmanship that occurs under normal use and service, subject to the following conditions and limitations.

1. Coverage is per below in years or in miles depending upon which occurs first.

Application	Coverage Period (Years)	Miles	Coverage Provided
Fire Appratus	3	150,000	Parts and Labor Allowance

2. This warranty shall not apply, and no warranty of any kind shall exist, as to any product which has been subject to abuse, misuse, neglect, misapplication. No warranty applies in the event of: use of components, parts and/or accessories not obtained from/or approved by The Company, improper installation, maintenance, repair, or unauthorized alterations or modifications

3. **LOSSES:** The Company will not be liable for the loss of use of the product or loss of time, inconvenience, commercial loss, or any other expenses other than directly related to claim

4. **INSTALLATION:** The fire apparatus OEM is responsible for all installation of product according to The Company's approved procedures; and is also responsible for providing a copy of The Company's warranty and owner's manual to the end-user. The end-user is responsible for the operation, inspection, and maintenance of the suspension sysem as stated in the owner's manual.

Reyco Granning Suspensions
1205 Industrial Park Drive
Mount Vernon, MO 65712
Phone: 417-466-2178
Fax: 417-466-3964
ISO Certified 9001:2015
www.reycogranning.com

Fire Apparatus Suspensions Limited Warranty

5. The Company shall not be liable for the loss of use of any product, loss of time, inconvenience, commercial loss or any other indirect consequential, special or incidental damages due to breach of the above warranty or any other failure to comply with the terms of the contract between The Company make no warranties of any kind, express or implied, other than as herein expressly provided, and specifically disclaims the implied warranties merchantability and fitness for a particular purpose.

6. With respect to parts manufactured by others, The Company shall have no duty except to assign to buyer any claim, which The Company may have against the manufacturer thereof. (The Company warrants purchased components to the same extent as the warranty extended by the original manufacturer to The Company). This warranty does not apply to the normal "wearing out" of rubber bushings, shock absorbers, etc., or sacrificial wear areas such as springs to hangers.

7. The determination of the reasonable cost of labor as required in paragraph one, shall be made in accordance with The Company shop standard times. Maximum hourly allotment for labor cost is determined by The Company annually. Shop standard times and the maximum hourly allotment for labor may be revised periodically at the sole discretion of The Company.

8. The Company is not responsible for damages from improper installation or operations beyond design capability. The Company, in its sole discretion, shall determine whether or not any product is defective or otherwise covered by this warranty. No action for breach of this warranty may be commenced more than one year after the occurrence of alleged breach. This warranty is not transferable.

9. Retention of possession or use of the product for the warranty period shall constitute an unconditional acceptance thereof and fulfillment of all warranties and obligations of The Company and no assistance rendered by The Company in operating the product or remedying any defect either before or after that time shall operate to extend the warranty period.

PRODUCT IN STALLER RESPONSIBILITIES

10. Installer is responsible for installing the product in accordance with The Company specifications and installation instructions. Installer is responsible for providing proper vehicle components and attachments, as well as, required or necessary clearance for suspension components, axles, wheels, tires, and other vehicle components to ensure a safe and sound installation and operation.
Installer is responsible for advising the owner of proper use, service and maintenance required by the product and for supplying maintenance and other instruction as readily available from The Company.

PRODUCT OWNER RESPONSIBILITIES

11. Owner is solely responsible for pre-operation inspection, periodic inspections, maintenance, and use of product as specified by The Company in the particular instructions, available by product model, except as provided in this warranty, and for maintenance of other vehicle components. Of particular importance is the re-torque of fasteners including axle u-bolts, torque arm bolts and track rod bolts. This re-torque must be done within 90 days of the suspension being put in service. Owner is responsible for "down time" expenses, cargo damage, and all business costs and losses resulting from a warrantable failure.

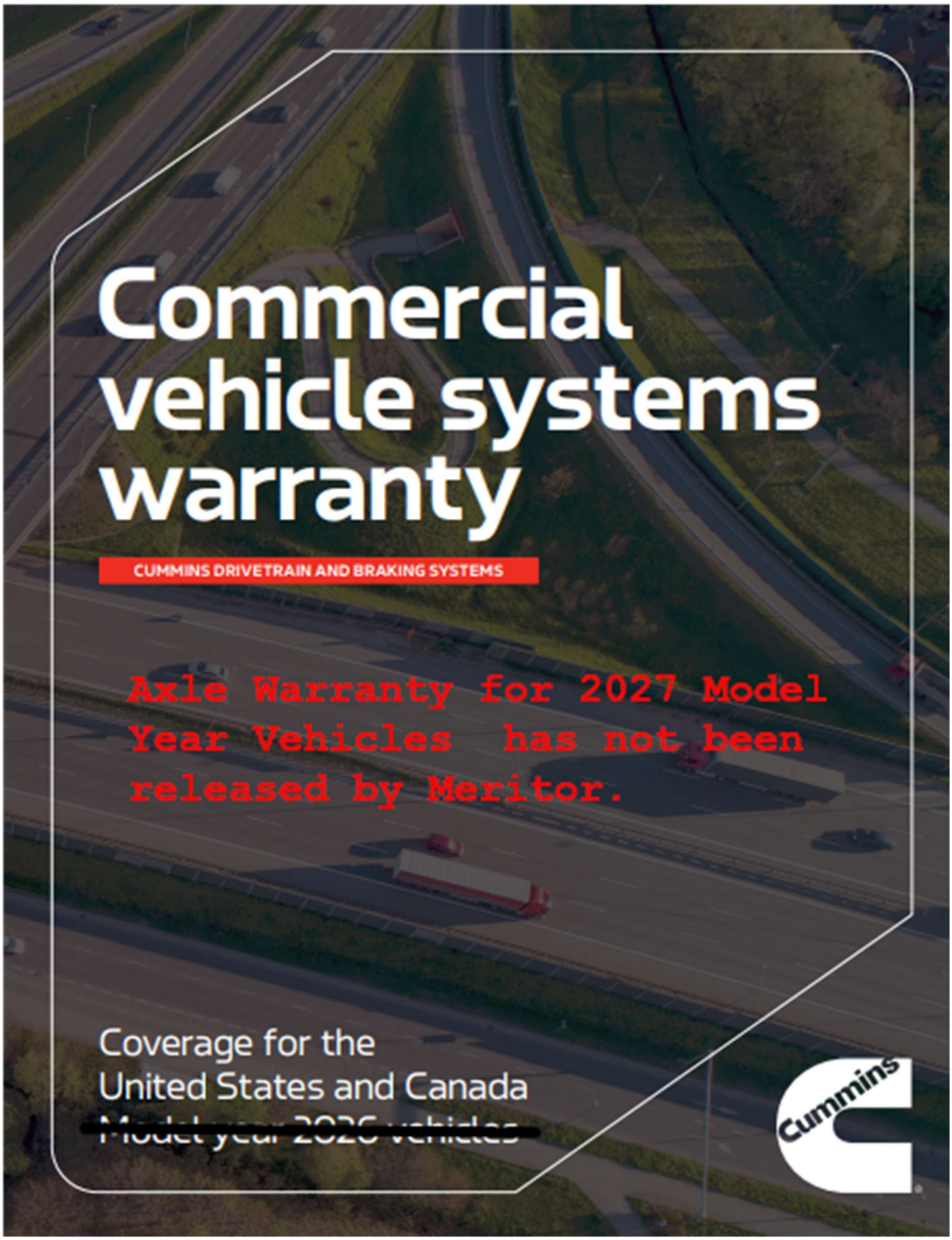
WARRANTY CLAIM PROCEDURES

12. All possible Warranty Claims must be first submitted to the Original Equipment Manufacturer or distributor who installed the suspension, who will coordinate the fix, documentation, parts shipment, etc directly with Reyco Granning. For a claim to be considered, it must contain adequate documentation which states vehicle mileage, in service date of vehicle , product model, where and how used, and a Reyco Granning Return Material Authorization Number. The claim must be made within six months of failure of the component. Such part or parts must be returned to The Company, transportation charges paid. The Company reserves the right to inspect any returned components to determine the cause of defects.

*In-Service Date is defined as follows:
NEW VEHICLE – license and registration date
AFTERMARKET – date of installation, service invoice

*** Reyco Granning reserves the right to make changes and improvements in design or specifications without notice and without obligations to provide or to substitute new design modifications for those Reyco Granning suspension systems already in service**

Reyco Granning Suspensions
1205 Industrial Park Drive
Mount Vernon, MO 65712
Phone: 417-466-2178
Fax: 417-466-3964
ISO Certified 9001:2015
www.reycogranning.com



Commercial vehicle systems warranty

CUMMINS DRIVETRAIN AND BRAKING SYSTEMS

Axle Warranty for 2027 Model Year Vehicles has not been released by Meritor.

Coverage for the
United States and Canada
~~Model year 2026 vehicles~~

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-1518

MEETING OF MAY 12, 2026

TO: Mayor Rawn and City Council

THROUGH: Brad Hardin, Fire Chief

FROM: Granville Wynn, Fire Operations Manager

SUBJECT: **Fire Department Administrative Policies Approval**

RECOMMENDATION:
Staff is requesting Council Approval adopting Fayetteville Fire Department Administrative Policies.

BACKGROUND:
The Fayetteville Fire Department is currently in the process of reviewing policies and updating them as necessary to make changes as recommended and to meet best practices as part of our continued accreditation with The Commission on Fire Accreditation International (CFAI). Changes and additions are in Highlighted Print.

DISCUSSION:
These are the Policies presented for Council Approval:

External Agency Relations
External Customer Relations
Human Resources
Injuries & Accidents
Personal Protective Equipment
Personnel
Physical Resources

BUDGET/STAFF IMPACT:
No Budget Impact with these policies.

ATTACHMENTS: 3. Staff Review Form, 4. FFD Administrative Policies for Approval

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

File #: 2026-1518

A RESOLUTION TO APPROVE UPDATES TO FAYETTEVILLE FIRE DEPARTMENT ADMINISTRATIVE POLICIES

WHEREAS, the Fayetteville Fire Department is currently in the process of reviewing policies and updating as necessary to make changes as recommended and to meet best practices while working through the Commission on Fire Accreditation International process.

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 following updated Fayetteville Fire Department Administrative policies, copies of which are attached to this Resolution:

- External Agency Relations
- External Customer Relations
- Human Resources
- Injuries & Accidents
- Personal Protective Equipment
- Personnel
- Physical Resources

City of Fayetteville Staff Review Form

2026-1518

Item ID

5/19/2026

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

Brad Hardin	4/23/2026	FIRE (300)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff is requesting Council approval adopting Fire Department Administrative Policies.

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:

Fayetteville Fire Department		
Administrative Policies		
External Agency Relations		
Version 2	Created: **March 24, 2023**	Revised: April 23, 2026
SOG Reference:	119, 125, 128, 137, 143, 601, 602	
CFAI Reference:	Category 10: External Systems Relationships	

Purpose

The purpose of this policy is to establish and govern guidelines for cooperation between the Fayetteville Fire Department (FFD) and external agencies. Examples of such agencies are neighboring professional and volunteer fire departments, Central Emergency Medical Services (CEMS), The Arkansas Department of Emergency Management (ADEM), the Fayetteville Police Department (FPD), the University of Arkansas Police Department (UAPD), Washington Country Sherriff's Department (WCSO), and federal level departments or agencies.

The FFD recognizes the importance of cooperation with external agencies in the event of large-scale emergencies, disasters, or other incidents that require a coordinated response. The department will work collaboratively with external agencies to ensure the safety of the public, emergency responders, and property.

General Guidelines

The FFD will maintain open lines of communication with external neighboring professional & volunteer fire departments, local law enforcement agencies, emergency medical services, state level agencies, and federal agencies. When a multi-agency response is requested or required the department shall follow National Incident Management System (NIMS) protocols.

The department will work cooperatively with outside agencies to ensure a coordinated response to incidents and exchange information with other agencies as necessary to ensure the safety of the public, emergency responders, and property.

DRAFT

Definitions

Mutual Aid — Mutual aid agreements are agreements between two or more jurisdictions to render assistance and resources to the other jurisdiction when requested.

Automatic Aid — Automatic aid is pre-arranged between neighboring departments covering a specific area along the jurisdictional boundary that ~~provide~~provides for automatic initial dispatch of both departments.

1. Typically referred as "Auto-Aid".
2. Resources are pre-identified for a planned response.

Fayetteville Fire Department		
Administrative Policies		
External Agency Relations		
Version 2	Created: **March 24, 2023**	Revised: **April 23, 2026**
SOG Reference:	119, 125, 128, 137, 143, 601, 602	
CFAI Reference:	Category 10: External Systems Relationships	

CITY OF FAYETTEVILLE ARKANSAS

Policy

Cooperation with neighboring professional and volunteer fire departments

1. The FFD will cooperate with neighboring professional and volunteer fire departments through established automatic and mutual aid agreements. The FFD will work to maintain established agreements and seek to establish agreements with departments that we do not currently have.

    - Requests for mutual aid will be denied when the deployment of FFD resources outside the City would severely compromise the safety of Fayetteville citizens.

2. The FFD will provide mutual aid assistance to neighboring fire departments as requested, and neighboring departments will provide aid and assistance to the Fayetteville Fire Department when requested. The FFD shall follow the Arkansas Administrative Code that requires fire departments to provide aid to other fire departments and the Statewide Mutual Aid Plan of the Arkansas Association of Fire Chiefs.

3. Automatic Aid Agreements will be maintained by the Fayetteville Fire Department and provided to the appropriate dispatch centers for following neighboring departments:

    a. Springdale

    b. Wedington

    c. Farmington

    d. Round Mountain

    e. Goshen

    f. Wheeler

    g. Johnson

    h. West Fork

    i. Elkins

    j. Tontitown

DRAFT

Cooperation with Emergency Medical Services

1. The Fayetteville Fire Department will cooperate with outside emergency medical services when aid is requested.

Cooperation with State Level Agencies

1. The Fayetteville Fire Department will cooperate with Arkansas state level agencies when aid is requested.

Cooperation with Local, State, and Federal Law Enforcement Agencies

1. The Fayetteville Fire Department will cooperate with law enforcement agencies when aid is requested.

Documentation

The department will maintain documentation of all incidents involving cooperation with outside agencies for the purposes of cost reimbursement, personnel exposure, injuries, and legal proceedings.

DRAFT

Conclusion

The Fayetteville Fire Department is committed to working collaboratively with external agencies to ensure a coordinated response to emergencies, disasters, and other incidents that require a unified response.

Agreement Template

Automatic Aid Agreement

EXAMPLE FIRE DEPARTMENT NAME HERE

The City of Fayetteville Fire Department and the **EXAMPLE FIRE DEPARTMENT** agree to enter into an Automatic Aid (auto-aid) partnership for emergency response to fires within a predetermined area in which they will be automatically dispatched as part of the initial fire response. This agreement shall remain in effect for three (3) years from the date of signature. Either party may terminate this agreement by providing ninety (90) days' written notice to the other party.

The City of Fayetteville Fire Department will respond to an automatic aid dispatch in **EXAMPLE CITY** with two fire companies (one designated as RIT) and one command unit for structure fires. The **EXAMPLE FIRE DEPARTMENT** will respond to an automatic aid dispatch in the City of Fayetteville with **NUMBER OF FIRE COMPANIES.**

DRAFT

Dispatch Procedures

- When a call comes in for a fire within the auto-aid area, units from both departments will be simultaneously dispatched through a coordinated effort between the City of Fayetteville Central Dispatch Center and FireCom.
- All Responding units will operate on the AWIN radio system and the designated interop channel, alerting both dispatch centers that they are responding (or unable to respond).
- All responding units will use NIMS compliant radio traffic by including the type of apparatus before any number (i.e. Engine 1234).

Response

- If a jurisdiction is unable to render auto-aid due to other emergency response requirements or lack of adequate resources, it will contact both dispatch centers and advise of the situation.
- Personal vehicles responding to auto-aid incidents inside the city limits of Fayetteville will be limited to one department officer and will not operate in emergency mode.
- Auto-aid partners can request additional or specific equipment after the initial dispatch has been made. The department head, or designee, will make the decision on the request and notify the appropriate dispatch centers.

Effective Date: **Monday, August 4, 2025**

Signatures:

Fayetteville Fire Chief Brad Hardin **Type Fire Chief's Name Here**

DRAFT

Annex A: Document Review Dates.

Version	Date of Review	FFD Review	Aid Department Review
1	August 4, 2025	Name/Position	Name/Position
2	August 11, 2026	Name/Position	Name/Position
3	August 18, 2027	Name/Position	Name/Position

Fayetteville Fire Department		
Administrative Policies		
External Customer Relations		
Version 3	Created: **February 23, 2023**	Revised: **April 23, 2026**
SOG Reference:	102, 105, 107, 129, 140, 142	
CFAI Reference:	Category 1	

Purpose

To define the groups of people outside of the Fire Department with whom our personnel come into contact. To offer guidelines to promote educational opportunities, allow station visits, apparatus visit requests, Citizens-in-Crisis assistance ~~"Safe Place" program~~, Reporting Suspected Child Abuse or Adult Maltreatment, Public Information and Notification, how to address citizen complaints, and "ride-a-long~~s~~" requests for citizens. This policy and following guidelines address these opportunities and programs while taking into consideration safety, security, and liability.

Customer Relations

Customer Relations is simply how we treat people. How we treat people is what determines how our customers think of us. The Fayetteville Fire Department is committed to maintaining the highest standard of customer care.

1. External customers are the citizens and visitors of the city.
2. Internal customers are Fire Department personnel and other City employees.
3. All customers, internal and external, will be treated with dignity and respect.

All employees of the Fayetteville Fire Department, regardless of rank, are empowered and expected to foster a positive working relationship and image within and throughout the community.

DRAFT

Policy

This policy will apply to everyone within the fire department to ensure the safety of our personnel and that of the public.

1. The fire department shall provide guidelines addressing the following.
    - Customer Service
    - Station Visitors
    - Department Ride-a-Longs
    - Citizen Complaints
    - Citizens-in-Crisis
    - Reporting Suspected Child Abuse or Adult Maltreatment
    - Public Information and Notification
2. SOGs shall be created and maintained detailing all procedures related to this policy.
~~3.~~ All creation, maintenance, and changes of SOGs shall follow the LMT process established in the Labor & Management Relations policy.

Fayetteville Fire Department		
Administrative Policies		
External Customer Relations		
Version 3	Created: **February 23, 2023**	Revised: April 23, 2026
SOG Reference:	102, 105, 107, 129, 140, 142	
CFAI Reference:	Category 1	

3.

DRAFT

Fayetteville Fire Department		
Administrative Policies		
Human Resources		
Version 2	Created: **March 9, 2023**	Revised: **April 23, 2026**
SOG Reference:	101, 106, 108,112,138, 204	
CFAI Reference:	Criterion 7A: Human Resources Administration	

Purpose

The purpose of this policy is to provide general guidance for the development and deployment of Standard Operating Guidelines (SOGs) for the management of the uniformed and non-uniformed members of the Fayetteville Fire Department. These guidelines will be used for retention, recruitment, promotion, awards recognition, discipline, and internal investigations. Other guidelines not listed can be added as they are needed in the future.

~~Scope~~Policy

Recruitment, development, and retention of quality employees is a recognized necessity not just in the fire service, but in every industry. The Fayetteville Fire Department (FFD) invests a great deal of time and capital in every uniformed fire fighter from the minute they take their Duty Oath until they retire.

-The FFD recognizes it is in the department and the city's best interest to foster positive and productive workplace culture by promoting employee engagement, addressing employee concerns and grievances, and providing opportunities for professional development and growth. Overall, SOGs developed under the Human Resources Policy are designed to support the FFD's mission and objectives by ensuring that it has a capable and motivated workforce that is aligned with the department's values and goals.

DRAFT

Fayetteville Fire Department		
Administrative Policies		
Injuries & Accidents		
Version 2	Created: **June 26, 2023**	Revised: **April 23, 2026**
SOG Reference:	212, 215, 216, 217, 218, RM-04, HR-16	
CFAI Reference:	11A.7, 11A.12	

Purpose

The purpose of this policy is to establish guidelines and procedures for reporting on-the-job injuries and accidents involving members of the Fayetteville Fire Department (FFD) and FFD vehicles/property. This policy ensures timely and accurate reporting of incidents to promote the well-being of department personnel and the preservation of city vehicles and property. The FFD will develop, maintain, and review Standard Operating Guidelines (SOGs) concerning department/city owned vehicles involved in accidents and department members injured on duty.

Scope

This policy applies to all Fayetteville Fire Department personnel regardless of rank or position.

Policy

All members, both uniformed and civilian, of the Fayetteville Fire Department are required to adhere to the established Standard Operating Guidelines (SOGs) regarding the reporting of on-the-job injuries.

All members, both uniformed and civilian, of the Fayetteville Fire Department are required to adhere to the established Standard Operating Guidelines (SOGs) regarding the reporting of accidents involving FFD/City of Fayetteville motor vehicles and equipment.

DRAFT

It is the responsibility of every member to promptly report any such incidents to their immediate supervisor or Chief Officer, providing accurate and detailed information about the incident. Adhering to this policy will ensure the safety and well-being of all personnel and facilitate timely medical treatment, appropriate investigations, and necessary corrective actions.

Compliance with these guidelines is essential for maintaining a safe working environment and supporting the department's risk management efforts.

Fayetteville Fire Department		
Administrative Policies		
Personal Protective Equipment (PPE)		
Version 4	Created: **June 26, 2023**	Revised: **April 23, 2026**
SOG Reference:	208, 209, 210, 211	
CFAI Reference:	11A	

Purpose

The purpose of this policy is to identify and define what Personal Protective Equipment (PPE) is. As well this policy will provide a framework for Standard Operating Guidelines to follow, addressing the purchasing, issuing, use, inspection, cleaning, maintenance, and ultimate destruction/disposal of degraded fire department owned PPE.

Scope

This policy applies to all members of the FFD regardless of rank or position, uniformed or civilian.

Definitions

Bunker Gear (Bunkers)

Bunker Gear, also known as bunkers or turnout gear, is the protective ensemble a fire fighter wears during various emergency operations, including structural firefighting. Bunker Gear consists of a helmet, flash hood, coat, gloves, suspenders, pants, and boots. Ensemble shall be compliant to the current NFPA Standard.

Structural Ensemble

Full bunker gear ensemble plus SCBA, integrated PASS device, and face mask. The full structural ensemble will be worn anytime a firefighter is working in an immediate danger to life and health (IDLH) environment at a structure fire.

Wildland Gear

Wildland gear (Light Gear) is a limited protective light ensemble. Wildland gear consists of a helmet, eye protection (when applicable) coat, pants, boots, appropriate gloves for the task being performed. Light gear may be worn during technical operations, wildland firefighting, automobile extrications/rescues, outside training operations, or other appropriate situations. Wildland gear is not to be worn during interior firefighting operations. Ensemble shall be compliant to the current NFPA Standard.

Swiftwater Gear

Swiftwater gear is a complete PPE ensemble consisting of a helmet, eye protection (when applicable), wet or dry suit, gloves, footwear, personal flotation device (PFD), rescue knife, whistle, and personal locator beacon (PLB). Ensemble shall be compliant to the current NFPA Standard.

DRAFT

Fayetteville Fire Department		
Administrative Policies		
Personal Protective Equipment (PPE)		
Version 4	Created: **June 26, 2023**	Revised: April 23, 2026
SOG Reference:	208, 209, 210, 211	
CFAI Reference:	11A	

Vapor-Protective Ensemble

Vapor-Protective Ensemble (VPE) shall consist of an appropriate helmet, eye protection, appropriate HAZMAT encapsulation suit, appropriate gloves, footwear, and SCBA with facemask. Ensemble shall be compliant to the current NFPA Standard.

Liquid Splash Ensemble

A full liquid splash protective ensemble shall consist of adequate head, eye, and airway protection, appropriate liquid splash protection suit, appropriate gloves, and footwear. Ensemble shall be compliant to the current NFPA Standard.

Medical Call Ensemble

All department members are encouraged to exercise their best judgment when responding to an emergency medical call. At a minimum liquid proof non latex exam gloves will be available on all apparatus and should be worn on every medical call and discarded in the appropriate manner after the call is terminated. N95 masks will be available on all apparatus for use.

DRAFT

Hearing Protection

Hearing protection will be provided to all members of the FFD operating in environments where sound levels equal or exceed eighty-five (85) dbA. Hearing protection will meet or exceeds the minimum requirements set forth in 29 Code of Federal Regulations 1910.95, Occupational Noise Exposure and ~~NFPA 1500, Standard on Fire Department Occupational Safety and Health Program, Section 7.21.~~ NFPA 1550

Standard for Emergency Responder Health and Safety.

Hearing protection will consist of headphones inside fire apparatus that must be worn while members are riding an apparatus. Hearing protection consisting of ear plugs will be provided to all members and should be worn anytime a member is working in an environment outside of an apparatus where sound levels equal or exceed eighty-five (85) dbA.

Eye Protection

Eye Protection shall be provided on every apparatus. Eye protection will conform to 29 Code of Federal Regulations 1910.133, Eye and face protection and ~~NFPA 1500, Standard on Fire Department Occupational Safety and Health Program, Section 7.21.~~ NFPA 1550

Standard for Emergency Responder Health and Safety.

Other PPE

While this policy lists specific forms of PPE there are numerous forms utilized by department members that are unlisted here. These forms of PPE are typically for day-to-day operations such as housekeeping or yard work and do not need to be specifically cited. Department members are expected to use their experience, training, and best judgement when and how these forms of PPE should be utilized. SOGs and EOGs may detail PPE not cited here.

Policy

Standard Operating Guidelines (SOGs) will be developed and maintained by the Fayetteville Fire Department (FFD) concerning the use of the defined types of PPE. It will be the policy of the FFD to purchase and provide PPE that conforms to the current NFPA standard for each type of ensemble.

DRAFT

The department recognizes that not every situation or every call will require every member to be in full PPE.

- Example: A Driver/Operator will not need to be in a full structural ensemble while working at a pump panel during a structure fire if they are upwind or outside of the immediate hot zone, however, a Safety Officer might need a full ensemble with SCBA if they are downwind or within a few feet of the same burning structure. Department members are expected to rely on their training and best judgment when operating at a scene.

- ANY department member that is entering or working in an IDLH environment will wear the correct full ensemble for the environment they are in.

For further information, reference specific SOGs for each type of PPE.

Fayetteville Fire Department		
Administrative Policies		
Personnel		
Version 4	Created: **March 13, 2023**	Revised: **April 23, 2026**
SOG Reference:	110, 114, 115, 116, 117, 121, 124, 134, 139	
CFAI Reference:	7B, 7C, 7E	

Purpose

The purpose of this policy is to establish Standard Operating Guidelines (SOGs) for the fair and consistent treatment of all uniformed and civilian Fayetteville Fire Department (FFD) employees. Those guidelines will outline the responsibilities of administration and employees, while ensuring compliance with local, state, and federal laws & regulations. This policy is designed to create a positive work environment that promotes teamwork, professionalism, and accountability.

Policy

This policy shall apply to all uniformed and civilian employees of the FFD, regardless of position or classification. This policy should not be interpreted as superseding any City of Fayetteville Human Resources (HR) policies.

All FFD SOGs referenced in or created under this policy shall align with city HR policies. If a city HR policy changes and a department SOG conflicts with the change the SOG will be scheduled for review and amendment in accordance with the Labor & Management Relations policy. If necessary, the Fire Chief will issue an Administrative Directive to make an immediate change to the SOG, and the SOG will then be amended within 60 days of the Administrative Directive's effective date.

All employees are expected to comply with this policy, as well as any other applicable departmental standard operating guidelines (SOGs), Administrative Policies, and Administrative Directives.

This policy is subject to change, and all fire department employees will be notified of any updates or revisions.

DRAFT

Fayetteville Fire Department		
Administrative Policies		
Physical Resources		
Version 4	Created: **March 22, 2023**	Revised: **April 23, 2026**
SOG Reference:	118, 122, 141	
CFAI Reference:	Category 6: Physical Resources	

Purpose

The purpose of this policy is to provide information on service life, replacement plans, and a systematic process for the inspection and evaluation of physical resources.

Policy

Self-Contained Breathing Apparatus (SCBA)

All Fayetteville Fire Department (FFD) owned ~~SCBAs~~SCBAs~~.~~ and spare bottles shall be inspected annually~~. The inspection shall include back frames, hoses, reducers, face mounted regulator, electronics, and bottles. Spare SCBA bottles shall be inspected annually. The bottle inspection will be a visual inspection and hydrostatic date check. All inspection results shall be documented in the current software/program being utilized by the FFD.~~ in accordance with t~~The current revision of NFPA 1852 shall be utilized for all SCBA related inspections. After January 1, 2025, t~~he current revision of NFPA 1850 - Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural and Proximity Firefighting and Open-Circuit Self-Contained Breathing Apparatus (SCBA), ~~shall be utilized in accordance with the NFPA Emergency Response and Responder Safety Document Consolidation Plan. SCBA bottles purchased prior to 2022 have a 15 year service life, those purchased from 2022 on have a 30 year service life. Each year, bottles expiring within the next calendar year will be identified and scheduled to be replaced. There is currently no service life applied to the SCBA itself. Replacement will be handled as needed.~~

DRAFT

SCBA Fill Stations

All SCBA fill stations will have air sampling conducted quarterly in accordance with the current revision of NFPA 1989 - Standard on Breathing Air Quality for Emergency Services Respiratory Protection. Air samples will be tested by an independent accredited laboratory. Fixed breathing air storage cylinders shall be inspected and tested in accordance with the current revision of DOT - Qualification, Maintenance, and use of Cylinders 49 CFR ~~173.34~~180 Subpart C. All test results will be documented in the current software/program being utilized by the FFD. ~~After January 1, 2025, the current revision of NFPA 1985 shall be utilized in accordance with the NFPA Emergency Response and Responder Safety Document Consolidation Plan. There is currently no service life applied to fill stations as long as they pass inspection. Replacement will be handled as needed.~~

SCBA Mask Fit Testing

Annual mask fit testing shall be performed for every member of the FFD that could possibly be tasked with internal firefighting operations. Fit testing will be conducted annually, or if a department member has a significant change in body weight. ~~For members that are unavailable during testing, makeup tests will be scheduled as soon as possible after they return to duty.~~ The current revision of OSHA - Respiratory Protection Standard 29 CFR 1910.134 & the current revision of NFPA 1400 - Standard on Fire Service Training shall be utilized for fit testing. ~~After January 1, 2025, the current revision of~~

~~NFPA 1400 shall be utilized in accordance with the .~~ All test results will be documented in the current software/program being utilized by the FFD. ~~There is currently no service life applied to SCBA masks. Replacement will be as needed.~~

Bunker Gear

Inspection of all FFD issued Bunker Gear shall be conducted annually. The inspection results shall be documented in the current software/program being utilized by the FFD. The current revision of NFPA 1850 - Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural and Proximity Firefighting and Open-Circuit Self-Contained Breathing Apparatus (SCBA) ~~NFPA 1851~~ shall be utilized for inspections. ~~After January 1, 2025, the current revision of NFPA 1850 shall be utilized in accordance with the NFPA Emergency Response and Responder Safety Document Consolidation Plan. Service life for bunker gear is 10 years. During annual inspection, bunker gear that is set to expire within the next calendar year will be identified and scheduled for replacement.~~

Fire Apparatus, Trailers, & Staff Vehicles

All fire apparatus, trailers, and staff vehicles shall be inspected at their annual Preventative Maintenance (PM) appointment by a member of the Fayetteville Fleet Operations Division. The inspection shall include the following vehicular components: brake system, exhaust system, fuel system, cab condition, exterior components, lighting devices, steering mechanism, windshield, pump panel (if applicable), pump (if applicable), frame, tires, wheels, suspension, engine compartment, drive train and auxiliary equipment (generators, etc.). All fire apparatus and staff vehicles will have annual, semi-annual, and quarterly PM conducted by the Fleet Operations Division on their schedule. All maintenance records will be maintained by the Fleet Operations Division concerning fire apparatus, staff vehicles, and trailers.

Front line and reserve fire apparatus will have daily and weekly function inspections performed by the FFD personnel assigned to the apparatus. Daily and weekly inspection results will be documented in the software/program being utilized by the FFD by the members performing the inspections. The service life for frontline and reserve apparatus is based on usage and cost of maintenance. At 10 years, the apparatus should be replaced and moved to reserve status. Replacement will be ~~handled~~ addressed as needed.

Tools, Supplies & Small Equipment

Tools and small equipment assigned to front line and reserve fire apparatus will be inspected, tested, or ran during daily and weekly apparatus function inspections by FFD personnel assigned to said apparatus. Daily and weekly tool and equipment inspection results will be documented in the software/program being utilized by the FFD by the members performing the inspections. Any equipment found to be broken or otherwise nonfunctional will be removed from service and a repair ticket will be submitted in the program/software being utilized by the FFD for equipment repair. Tools and small equipment ~~will~~ shall be replaced as needed.

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Consumable supplies (hand sanitizer, rubber gloves, N95 masks, medical supplies, etc.) will be replenished as they are used from the supply locker located at Station 1. All consumables that are removed from the supply locker will be logged into the program/software or method currently being utilized to track consumables usage. Consumables will be replaced as inventory is depleted.

Facilities

Inspection of all facilities will be conducted yearly by Fayetteville Facilities Management Division on their schedule. Inspection of facilities shall include all areas inside and outside, concealed spaces, HVAC equipment, sprinkler and alarm systems, and appliances. When maintenance issues arise throughout the year, members assigned to the building will coordinate with the Facilities Management Division via the Facilities Management Work Request Form located on the COFI home page. If it is determined the repair(s) are beyond the scope of the Facilities Management Division an outside contractor will be hired. All records will be maintained by the Facilities Management Division.

Training Props, Equipment, and Tower Inspections/Maintenance

The Fayetteville Fire Department Training Center (FFD-TC) burn tower shall be inspected and certified every 5 years by an outside licensed professional engineer with live fire training structure experience in accordance with the most recent revision of NFPA 1400 - Standard on Fire Service Training. ~~NFPA 1402 - Standard on Facilities for Fire Training and Associated Props~~. ~~After January 1, 2025, the current revision of NFPA 1400 shall be utilized in accordance with the NFPA Emergency Response and Responder Safety Document Consolidation Plan.~~

Annually Training Division personnel will conduct an inspection of the FFD-TC. Any major deficiencies, damage, or needed repairs will be recorded in the program/software being utilized by the FFD and turned into the Facilities Management Division via the Facilities Management Work Request Form located on the COFI home page for repairs. If it is determined the repair(s) are beyond the scope of the Facilities Management Division an outside contractor will be hired.

All fixed burn props that are not attached to the training tower will be inspected annually and their condition recorded and documented in the program/software being utilized by the FFD. Any other training props or tools not listed here will be inspected and function tested before every scheduled training day said prop is to be utilized.

Fire Hydrants

A requirement for the FFD to maintain an Insurance Services Office Class 1 (ISO1) rating, Center for Public Safety Excellence Accreditation (CPSE), and remain in compliance with NFPA 25 - Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems is regular inspection and accurate record keeping of fire hydrants within the boundaries of the city. The policy of the FFD is that all fire hydrants within the City of Fayetteville shall be inspected at least once per year. The yearly cycle shall start November 1 and end October 31 of the following year.

DRAFT

Fayetteville Fire Department		
Administrative Policies		
Physical Resources		
Version 4	Created: **March 22, 2023**	Revised: April 23, 2026
SOG Reference:	118, 122, 141	
CFAI Reference:	Category 6: Physical Resources	

DRAFT

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-1684

MEETING OF MAY 12, 2026

TO: Mayor Rawn and City Council

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

FROM: Alan Pugh, Stormwater Manager

SUBJECT: **Resolution to Approve a Contract with Mobley Contractors in the amount of $599,219.77 for Improvements to the Lake Sequoyah Drive Bridge Over Lake Sequoyah and to Approve a Contingency in the Amount of $100,000**

RECOMMENDATION:
Staff recommends approval of a Contract with Mobley Contractors, pursuant to Bid 26-31, in the amount of $599,219.77 for improvements to the Lake Sequoyah Drive Bridge over Lake Sequoyah. Contingency of $100,000 is also recommended to cover unforeseen bridge damage that may be found during the repairs.

BACKGROUND:
The Lake Sequoyah bridge appears to have been in place since at least 1980 according to aerial photography. This bridge receives annual inspections from ARDOT similarly to all bridges within the area. The bridge needs several routine and important maintenance repairs according to ARDOT. These are specialty repairs that are not within the expertise of City staff; therefore, a contractor is needed to complete the repairs.

DISCUSSION:
To prevent the issues pointed out by the inspection process from becoming critical, staff recommends implementing the repairs identified by Garver engineers in the investigation and design process. Bids for the project were received on April 28th. Two bids were received and Mobley Contractors was the low bidder at $599,219.77. During the demo of damaged deck areas, it is possible that additional deck failures may be found; therefore, a relatively large contingency is requested to cover this potential additional work.

BUDGET/STAFF IMPACT:
Funds for this project will be from the 2024 Transportation Bond Funds.

ATTACHMENTS: 3. Staff Review Form, 4. Bid 26-31, Bid Tab - Final, 5. Bid 26-31, Submittal - Mobley Contractors, Inc. - E, 6. Bid 26-31, City Issued Bid, 7. Condensed - Plans, 8. Contract_Lake Sequoyah

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

File #: 2026-1684

A RESOLUTION TO AWARD BID 26-31 AND AUTHORIZE A CONTRACT WITH MOBLEY CONTRACTORS IN THE AMOUNT OF $599,219.77 FOR IMPROVEMENTS TO THE LAKE SEQUOYAH DRIVE BRIDGE, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $100,000.00

WHEREAS, the Lake Sequoyah bridge appears to have been in place since at least 1980 according to aerial photography; and

WHEREAS, the bridge receives annual inspections from ARDOT which has reported the need for specialty repairs that are not within the expertise of City Staff.

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 26-31 and authorizes a contract with Mobley Contractors in the amount of $599,219.77 for improvements to the Lake Sequoyah Drive Bridge, and further approves a project contingency in the amount of $100,000.00.

City of Fayetteville Staff Review Form

2026-1684

Item ID

5/19/2026

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

Chris Brown	4/30/2026	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of a Contract with Mobley Contractors in the amount of $599,219.77 for improvements to the Lake Sequoyah Drive Bridge over Lake Sequoyah. Contingency of $100,000 is also recommended to cover unforeseen bridge damage that may be found during the repairs.

Budget Impact:

4702.860.7230-5817.00	Street Bond Projects
Account Number	Fund
46020.7230.2601	Street Bond Projects, Bridge Impr - Lake Sequoyah Bridge
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	699,220.00
		Expenses (Actual+Encum)	$	-
		Available Budget	$	699,220.00
Does item have a direct cost?	Yes	Item Cost	$	699,219.77
Is a Budget Amendment attached?	No	Budget Amendment	$	-
		Remaining Budget	$	0.23

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:

CITY OF FAYETTEVILLE ARKANSAS

BID TABULATION

Bid 26-31, Construction - Lake Sequoyah Drive Bridge Rehab

Deadline: Tuesday, April 28, 2026 at 2:00 PM

Certification of Funds: $1,200,000 *($1,500,000 maximum allowed)*

Rejected

				Mobley Contractors, Inc.		Pbx Corporation	
		Total		$599,219.77		$819,452.58	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	Mobilization	1	LS	**$28,365.40**	$28,365.40	$82,032.58	$82,032.58
2	Bonds & Insurance	1	LS	**$13,499.25**	$13,499.25	$20,000.00	$20,000.00
3	Clearing, Grubbing, and Demolition	1	LS	$126,206.92	$126,206.92	**$1,500.00**	$1,500.00
4	Seeding and Mulching	1	Acre	**$3,690.00**	$3,690.00	$5,500.00	$5,500.00
5	Erosion Control	1	LS	$5,627.61	$5,627.61	**$3,100.00**	$3,100.00
6	Project Signs	2	EA	$3,362.69	$6,725.38	**$1,000.00**	$2,000.00
7	Tree Protection Fencing	250	LF	$19.81	$4,952.50	**$13.00**	$3,250.00
8	Class 2 Protective Surface Treatment	73	SY	**$12.30**	$897.90	$30.00	$2,190.00
9	Reinforcing Steel-Bridge (Grade 60)	540	LB	$34.12	$18,424.80	**$2.00**	$1,080.00
10	Silicone Joint Sealant	150	LF	$127.62	$19,143.00	**$85.00**	$12,750.00
11	Modification of Existing Bridge Structure	1	LS	$105,740.67	$105,740.67	**$3,500.00**	$3,500.00
12	Bridge Deck Repair	70	SY	**$421.26**	$29,488.20	$2,800.00	$196,000.00
13	Spall Repair	15	SF	$985.30	$14,779.50	**$180.00**	$2,700.00
14	Surface Patching	15	SF	$985.30	$14,779.50	**$150.00**	$2,250.00
16	Joint Armor	288	LF	**$588.01**	$169,346.88	$825.00	$237,600.00
17	Migratory Bird Nesting Prevention	1	LS	**$8,058.61**	$8,058.61	$13,000.00	$13,000.00
18	Lake Traffic Safety	1	LS	**$29,493.65**	$29,493.65	$231,000.00	$231,000.00

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

Trevel Young, Procurement Agent

Kenny Fitch, Sr Procurement Agent

Bid 26-31 Addendum 3
Mobley Contractors, Inc.
Supplier Response

Event Information

Number:	Bid 26-31 Addendum 3
Title:	Construction - Lake Sequoyah Drive Bridge Rehab
Type:	Invitation to Bid
Issue Date:	4/5/2026
Deadline:	4/28/2026 02:00 PM (CT)
Notes:	The City of Fayetteville is accepting sealed bids from properly licensed contractors to perform rehabilitation on the bridge on Lake Sequoyah Drive. 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

Mobley Contractors, Inc. Information

Contact: Jennifer Roberts
Address: 952 Highway 287
Morrilton, AR 72110
Phone: (501) 354-2510
Email: jroberts@mobleycontractors.com
Web Address: www.mobleycontractors.com

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

Brad Deaver
Signature

bdeaver@mobleycontractors.com
Email

Submitted at 4/28/2026 12:50:27 PM (CT)

Requested Attachments

Signature Forms for Bid 26-31

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 26-31

Bid Bond_MCI_Signed.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:** 71-0506968
2	**Arkansas Contractor License Number:** *Contractor's License must have a classification relating to the scope of this project.* 0003660926
3	**Check Yes or No:** Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing. ☑ Yes, I agree ☐ No, I don't agree

4	**Check Yes or No:** Pursuant Arkansas Code Annotated §25-1-1002, the Contractor agrees and certifies that they do not currently boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-1002. If at any time during the contract the contractor decides to boycott Energy, Fossil Fuel, Firearms, and/or Ammunition Industries, the contractor must notify the contracted public entity in writing. ☑ Yes, I agree ☐ No, I don't agree
5	**Addendum Acknowledgement:** By selecting "I agree", you acknowledge that you have read and understand any addendums that have been issued for this bid. ☑ I agree

Bid Lines

1	Mobilization (Shall not exceed 5% of the total bid price, excluding Bonds & Insurance)	Quantity: 1	UOM: LS	Price:	$28,365.40	Total: $28,365.40
2	Bonds & Insurance	Quantity: 1	UOM: LS	Price:	$13,499.25	Total: $13,499.25
3	Clearing, Grubbing, and Demolition	Quantity: 1	UOM: LS	Price:	$126,206.92	Total: $126,206.92
4	Seeding and Mulching	Quantity: 1	UOM: Acre	Price:	$3,690.00	Total: $3,690.00
5	Erosion Control	Quantity: 1	UOM: LS	Price:	$5,627.61	Total: $5,627.61
6	Project Signs	Quantity: 2	UOM: EA	Price:	$3,362.69	Total: $6,725.38
7	Tree Protection Fencing	Quantity: 250	UOM: LF	Price:	$19.81	Total: $4,952.50
8	Class 2 Protective Surface Treatment	Quantity: 73	UOM: SY	Price:	$12.30	Total: $897.90
9	Reinforcing Steel-Bridge (Grade 60)	Quantity: 540	UOM: LB	Price:	$34.12	Total: $18,424.80
10	Silicone Joint Sealant	Quantity: 150	UOM: LF	Price:	$127.62	Total: $19,143.00

11	Modification of Existing Bridge Structure	Quantity: 1	UOM: LS	Price:	$105,740.67	Total: $105,740.67
12	Bridge Deck Repair	Quantity: 70	UOM: SY	Price:	$421.26	Total: $29,488.20
13	Spall Repair	Quantity: 15	UOM: SF	Price:	$985.30	Total: $14,779.50
14	Surface Patching	Quantity: 15	UOM: SF	Price:	$985.30	Total: $14,779.50
15	***Line deleted as part of an Addendum***					
16	Joint Armor	Quantity: 288	UOM: LF	Price:	$588.01	Total: $169,346.88
17	Migratory Bird Nesting Prevention	Quantity: 1	UOM: LS	Price:	$8,058.61	Total: $8,058.61
18	Lake Traffic Safety	Quantity: 1	UOM: LS	Price:	$29,493.65	Total: $29,493.65

Response Total: $599,219.77

DOCUMENT 00400 – BID FORM

Contract Name: LAKE SEQUOYAH DRIVE BRIDGE REHAB

Bid Number: 26-31

BID TO:

Owner: The City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

BID FROM:

Bidder: Mobley Contractors, Inc.

952 Hwy 287/P.O. Box 150

Morrilton, AR 72110

501-354-2510

ARTICLE 1 - INTENT

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

ARTICLE 2 - TERMS AND CONDITIONS

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

ARTICLE 3 - BIDDER'S REPRESENTATIONS

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

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

Number	Date
1	04/07/2026
2	04/17/2026

3 04/27/2026

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 has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to Underground Facilities at or contiguous to the Site.

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

F. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performing and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

I. Bidder has given The Purchasing Division written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by The Purchasing Division is acceptable to Bidder.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

K. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or

indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.

L. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 - Subpart P - Excavations.

ARTICLE 4 - BID PRICE

Bidders are required to provide pricing for all line items, including deductive alternate 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 total base bid as long as the base bid amount falls within the amount of funds certified for the project plus 25%.

In the event no bid falls within the amount of funds certified for the project plus 25%, the City will utilize the deductive alternates (if included) in order to further evaluate bids until a bid received falls within the amount certified, plus 25%.

There are no deductive alternatives included in this bid.

In no case shall the amount bid for the item of "mobilization" exceed 5% of the total Base Bid. This amount shall NOT include bonds & insurance or trench & excavation safety (if applicable) Should the amount entered into the proposal or bid for this item exceed 5%, the bid shall be rejected.

Bidder shall complete the work in accordance with the Contract Documents for the price(s) submitted by the Bidder.

ARTICLE 5 - CONTRACT ITEMS

5.01 Bidder agrees that the Work will be substantially completed and completed and ready for final payment within the number of calendar days indicated in the Agreement.

5.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

ARTICLE 6 - BID CONTENT

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

A. Required 5% Bid security in the form of a cashier's check from a bank located in the State of Arkansas or a Bid Bond in the amount of Fiver Percent Dollars ($ 5%).

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

DOCUMENT 00400 – BID FORM (continued)

ARTICLE 7 - COMMUNICATIONS

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

Brad Deaver

P.O. Box 150

Morrilton, AR 72110

Email: bdeaver@mobleycontractors.com

Phone No. 501-354-2510

Fax No. 501-354-1862

ARTICLE 8 - TERMINOLOGY

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

Arkansas State Contractor License No. 0003660926.

If Bidder is:

An Individual

Name (type or printed): _____

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

Doing business as: _____

Business address: _____

_____

Phone No. _____ Fax No. _____

Email address: _____

A Partnership

Partnership Name: _____ (SEAL)

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

Name (type or printed): _____

Business address: _____

_____

DOCUMENT 00400 – BID FORM (continued)

Phone No. _____ Fax No. _____

Email address: _____

A Corporation or LLC

Corporation Name: Mobley Contractors, Inc. (SEAL)

State of Incorporation: Arkansas

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

By: Ronald F Mobley
(Signature of general partner - attach evidence of authority to sign)

Name (type or printed): Ronald F. Mobley

Title: President

(CORPORATE SEAL)

Attest: Janice Mobley
Janice Mobley (Signature of Corporate Secretary)

Phone No. 501-354-2510 Fax No. 501-354-1862

Email address: jroberts@mobleycontractors.com

Tax ID Number (TIN): 71-0506968

UEI # KZ8QFDN28TJ3

Cage Code: 4J129

END OF DOCUMENT 00400

DOCUMENT 00430 – LIST OF SUBCONTRACTORS

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

LAKE SEQUOYAH DRIVE BRIDGE REHAB

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		
SWPPP/Erosion Control		
Asphalt		
Concrete		
Landscaping		
Material Testing		
Other (designate)		

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

Bidder's Signature

END OF DOCUMENT 00430

DOCUMENT 00140 – BIDDER'S QUALIFICATION STATEMENT

Contract Name: LAKE SEQUOYAH DRIVE BRIDGE REHAB

Bid #: 26-31

Date: 04/27/2026

SUBMITTED TO:

The City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

SUBMITTED BY:

Company Mobley Contractors, Inc.

Name Brad Deaver

Address P.O. Box 150, Morrilton, AR 72110

Principal Office 952 Hwy 287, Morrilton, AR 72110

Corporation, partnership, individual, joint venture, other Corporation

Arkansas State General Contractor's License Number 0003660926

(Type or legibly print)

EXPERIENCE STATEMENT

1. Bidder has been engaged as a General Contractor in construction for 54 years and has performed work of the nature and magnitude of this Contract for 50 years. Bidder has been in business under its present name for 54 years.

2. Bidder now has the following bonded projects under contract: (On a separate sheet, list project name, owner, name of owner contact, engineer / architect, name of engineer/architect contact, amount of contract, surety, and estimated completion date.) See Attachment 1

DOCUMENT 00140 – BIDDER's QUALIFICATION STATEMENT (continued)

3. Bidder has completed the following (list minimum of 3) contracts consisting of work similar to that proposed by this Contract: (On a separate sheet, list project name, owner, name of owner contact, engineer / architect, name of engineer/architect contact, amount of contract, surety, and date of completion and percentage of the cost of the Work performed with Bidder's own forces.) See Attachment 2

4. Has Bidder ever failed to complete any project? If so, state when, where, and why. No

5. Bidder normally performs the following work with his own forces:

Mobley Contractors performs all work with its own forces except the erosion control and signage.

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

See Resumes Attached (Attachment 3)

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

The Cashion Co. - P.O. Box 550, Little Rock, AR 72203 - Matt Cashion(Agent)

Hartford Fire Insurance Company, One Hartford Fire Plaza, Hartford, CT 061555

8. Bidder's Workmen's Compensation Experience Modifier Factor is:
.79

DOCUMENT 00140 – BIDDER's QUALIFICATION STATEMENT (continued)

FINANCIAL STATEMENT

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

Bidder possesses adequate financial resources as indicated by the following:

1. Assets and Liabilities: Attach a financial statement, audited if available, including Bidder's latest balance sheet and income statements showing the following items:

   a. Current assets (cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses).

   b. Net fixed assets.

   c. Other assets.

   d. Current liabilities (accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes).

   e. Other liabilities (capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings).

   f. Name of firm preparing financial statement and date thereof:

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

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

	Judgment Creditors	Where Docketed and Date	Amount
a.	_____	_____	$_____
b.	_____	_____	$_____

DOCUMENT 00140 – BIDDER's QUALIFICATION STATEMENT (continued)

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

Date: April 27, 2026



(OFFICIAL SEAL)

Name of Organization:

Mobley Contractors, Inc.

By Ronald F. Mobley

(Type or legibly print)

By Ronald F Mobley

(Signature)

Title President

(Type or legibly print)

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

END OF DOCUMENT 00140

Attachment A

Contracts on Hand

Project Name	Owner	Contact Information	Amount	Completion Date
020475 Hwy 83 Spur - Hwy 278 Connector	Ark. Dept. of Transportation	Jared Bymaster (870) 222-5104	$ 30,114,150.94	Dec-26
Hwy 10 - Hwy 96(Greenwood Bypass)	Ark. Dept. of Transportation	Ken Wilson	$ 16,928,122.42	Jun-27
Hwy 5 Hwy 89 (Cabot)	Ark. Dept. of Transportation	Weaver Bailey	$ 12,163,760.09	Oct-27
Prairie Creek	Ark. Dept. of Transportation	Ken Wilson	$ 8,364,108.09	Dec-25
La Grue Bayou, Wolf Island Slash	Ark. Dept. of Transportation	Sam Davies	$ 23,484,085.39	Jun-26
Boat Gunwale Slash	Ark. Dept. of Transportation	Tommy Hartsell	$ 3,873,066.56	May-26
Oak Creek Str. & Apprs.	Ark. Dept. of Transportation	Jeff Storment	$ 1,527,197.22	Dec-26
Leslie Slide Repair	Keller-NA	Curtis Cook	$ 2,157,772.86	May-26
Batesville Raw Water Treatment Plant	TOLM	Ryan Coles	$ 9,393,795.00	Dec-26
Lake Conway Spillway Modifications	Arkansas Game & Fish Co.		$ 8,317,913.87	Dec-26

Total Contracted Work	$ 116,323,972.44

Attachment 2

Mobley CONTRACTORS INC

Recently Completed

Project Name	Owner	Contact Information	Amount	Completion Date
080504 Deer Creek	ARDOT	Mike Hays (479) 264-0192	$ 3,804,446.18	Mar-22
Saline County Old River Bridge	Saline County, Arkansas	Will Gruber (501) 303-5640	$ 1,538,027.61	Feb-22
Hwys 64, 96, & 252 Str. & Apprs.	Ark. Dept. of Transportation	Ken Wilson (479) 637-2366	$ 8,026,445.45	Oct-23
McNulty Lake, Spring & Hog Tusk Creek	Ark. Dept. of Transportation	Tommy Hartsell (870) 572-6026	$ 6,502,531.21	Nov-23
BR2605 Lost Cr. & S. Fork Little Mazarn Cr	Ark. Dept. of Transportation	Josh Walker (501)623-1104	$ 4,353,662.40	Jul-23
13th Street Bridge Repairs	City of Little Rock	David Hopkins (501) 371-4812	$ 490,286.95	Dec-23
020588 11th Ave. - Harding Have (Hwy 190)	Ark. Dept. of Transportation	David Stinnett (870) 536-1831	$ 5,344,053.66	Oct-24
040779 Elmo Creek	Ark. Dept. of Transportation	Danny Harris (479) 452-1301	$ 2,760,453.60	Nov-23
Frog Bayou Str. & Apprs	Ark. Dept. of Transportation	Danny Harris	$ 1,302,590.20	Feb-26
Garland County Bridge Repair	Garland County		$ 1,422,215.13	Aug-26

RONALD F. MOBLEY
Project Manager
Owner and President of Mobley Contractors, Inc.
P. O. Box 150 / Morrilton, Arkansas 72110
WK: (501) 354-2510

PERSONAL

D. O. B. – December 11, 1950
Married, 3 children

SUMMARY OF QUALIFICATIONS

- Owner and President of Mobley Contractors, Inc.
- More than 50 years professional experience successfully working in the Heavy Construction Industry
- Seminars and courses in Construction Management, Safety, Construction Law, Construction Techniques
- Extensive experience in estimating, bidding, and procurement

EDUCATION

University of Central Arkansas

EXPERIENCE

1972 - Present	Mobley Contractors, Inc. - Morrilton, Arkansas Owner and President Highway, Roads, Bridge Construction Water & Wastewater Treatment Plant Construction Transit/Rail Environmental and Restoration Earthwork and Demolition

MAJOR PROJECTS COMPLETED:

1994	Gurley Pit Superfund Site	$6.0 Million
1997	AHTD Kings River Bridge Project	$5.7 Million
2000	Jack Wilson and Ozark Water Treatment	$8.9 Million
2004	AHTD Lamar Pope Co. Bridges	$7.1 Million
2004	AHTD Alcoa Road Interchange	$5.0 Million
2004	CATA River rail Trolley Project	$11 Million
2006	CATA Rive rail Trolley Phase II	$5.7 Million
2007	White River Hydroelectric Power Project	$8.3 Million
2007	AHTD New Hope Road	$9.5 Million
2009	I530 Steep Bank	$11.7 Million
2010	Clinton Presidential Park Bridge	$8.2 Million
2011	Hwy 70 East Interchange	$6.9 Million
2012	Saline River	$6.7 Million
2012	May Branch Culvert	$5.5 Million
2013	Hwy 16 east Hwy 65B Clinton	$12.5 Million
2013	Conway South Interchange Hwy 365	$13.2 Million
2015	Bayou Meto Basin Project Ph.2	$16.1 Million
2015	Hwy 64 Interchange Traffic Imp.	$5.2 Million
2015	UPRR/Parkway Drive	$9 Million
2018	Geyer Springs RR Gr. Separation	$7.2 Million

KEY PERSONNEL RESUME
Mobley Contractors
PO Box 150 Morrilton Arkansas, 72110
Phone: 501-354-2510

(a) Name and Title: Mr. Brad Deaver – Vice President - Project Manager

(b) Project Assignment: Project Manager **Years at this Role**: 17

(c) Name of Your Firm: Mobley Contractors, Inc.

(d) No. of Years: With this Firm: 32 **With other Firms:** 1

(e) Education: Degree(s)/Year/Specialization: Bachelor of Science in Civil Engineering / University of Arkansas, Fayetteville, AR / 2001. ACI Concrete Flatwork Technician

(f) Active Registration, if any: No. EI 6235, **State(s)** AR **First Year / Current Year** 2001/2022

(g) Describe Your Specific Experience:

- **USACE Narrows Access Bridge Rehabilitation, Murfreesboro, AR.**
  Construction Costs: $ 964,182.61 Date Completed (June 2017)

Project Manager responsible for the overall management of quality control for the project. Project consisted of demolition and excavation of the approach slabs, jacking up the bridge ends to modify the abutments and providing new bearings pads. Project also included installation of shoring for bridge jacking, lead abatement and painting of steel beams, and installation of approach slab.

- **Riverdale Harbor District Marina Wall Repair, Pulaski County, AR**
  Construction Costs: $1,287,926.85 Date Completed (Feb/2019)

Project Manager responsible for the overall management of quality control for the project. The purpose of the project was to remove temporary flood protection that had been placed and replace it with a permanent solution. Project consisted of removing and replacing concrete retaining walls, removal of B-Stone, installation of sheet piling, concrete sidewalks, heavy duty concrete pavement, concrete curb and gutter, and brick pavers.

- **Arkansas Highway and Transportation Department Job No. CA0706 Airport Dr. – Hwy. 82B (Widening)(S), Union County, AR (Subcontractor to D&J Construction)**
  Construction Costs: $1,935,048.75 Date Completed (Nov/2021)

Project Manager responsible for the overall management of quality control and success for the project. The purpose of the project is to widen approximately 6.124 miles of Highway 82 in Union County. This project consists of clearing and grubbing, binder and surface courses, cold milling asphalt pavement, ACHM patching of existing roadway, maintenance of traffic, minor drainage structures, guardrail, erosion control items, rumble strips in asphalt shoulders, one

double reinforced concrete box culvert (total length 22.17'), one continuous composite integral w-beam unit (total length 101.00'), pavement marking, and misc. items.

- **Arkansas Highway and Transportation Department Job No. 080504 Deer Creek Str. & Apprs. (S), Montgomery County, AR**
  Construction Costs: $3,804,446.18 Date Completed (Aug/2021)

Project Manager is responsible for the overall management of quality control for the project. The purpose of the project is to replace an existing bridge structure on Highway 27 in Montgomery County. This project consists of clearing and grubbing, removal and disposal items, earthwork, aggregate base course, ACHM base, Binder, and surface courses, cold milling asphalt pavement, ACHM patching of existing roadway, approach slabs and gutters, maintenance of traffic, minor drainage structures, guardrail, erosion control items, one continuous composite w-beam unit (Total Length 282.16'), rumble strips in asphalt shoulders, pavement markings, and misc. items.

- **Arkansas Highway and Transportation Department Job No. BR2605 Lost Cr. & S. Fork Little Mazarn Creek, Garland County, AR**
  Construction Costs: $4,524,318.37 Date Completed (April/2024)

As Project Manager I was responsible for all construction activities and scheduling. I handled the overall management of quality control and correspondence with suppliers, subcontractors, engineers and owners. This project consisted of replacing two structures, one 169’ continuous w-beam unit bridge and one 120’ integral continuous w-beam unit bridge. Construct approaches and approximately .656 miles of county road 63. There was clearing and grubbing, removal and disposal of items, earthwork, asphalt, erosion control and more.

- **Various Projects Including Highways, Roads, Bridge Construction, Airfield Maintenance, Water and Wastewater Construction - 1995 to Present:**
  Extensive experience in quality control, surveying/layout, demolition, earthwork, pile driving, concrete, and excavation.

KEY PERSONNEL RESUME
Mobley Contractors
PO Box 150 Morrilton Arkansas, 72110
Phone: 501-354-2510

(a) Name and Title: Mr. Jared C. French – Alternate CQC System Manager

(b) Project Assignment: Alternate Contractor Quality Control System Manager

(c) Name of Firm: Mobley Contractors, Inc.

(d) No. of Years: With this Firm: 26 **With other Firms:** 0

(e) Education: Degree(s)/Year/Specialization: Bachelor of Science in Business Administration / University of Arkansas, Fayetteville, AR / 2006 Associate Degree of General Education / University of Arkansas Community College, Morrilton, AR / 2002

(f) Active Registration, if any: No. ____, State(s) _____ First Year / Current Year

(g) Describe Specific Experience:

- **Arkansas Highway and Transportation Department Job No. 110616 McNulty Lake, Spring & Hog Tusk Creeks Strs. & Apprs. (S), Lee County, AR**
  Construction Cost: $6,724,182.45 / Date Started (12/2021) – Date construction complete (March/2024)
  Project Manager and CQC responsible and accountable for all project activities including but not limited to: Replacing two bridges with reinforced concrete box culverts and replace one bridge with an integral prestressed concrete girder unit (total length 275'). Other project task included clearing and grubbing, earthwork, asphalt, minor drainage structures, erosion control, and traffic control

- **W912BV-20-C0003 USACE Tulsa District Eufaula Lake – Eufaula Replace Spillway Bridge, Eufaula Lake, OK Construction Cost: $ $20,219,318.02 Date started (FEB/2020) – Date construction complete (MAY/2023)**
  Provided QC supervision as needed. Project consisted of installation of gantry crane system, demolition of existing super structure, and rehabilitation of substructure. New precast concrete girders and panels were provided. Ultra-High-Performance Concrete was used in the connections between precast members. Additionally, a new catwalk and torque shaft were provided below the deck.

- **W912EQ-15-C-0008 USACE Memphis District Bayou Meto Basin Project Canal 1000 Phase 2, Pulaski County. AR Construction Cost: $16,058,407.72 Date started (AUG/2016) – Date construction complete (JUN/2018),**
  Project Manager and CQC Manager responsible and accountable for all project activities including installation of approximately 2,700 linear feet of Canal 1000 with associated drainage ditches and the construction of a cast in place reinforced concrete inverted siphon, measuring 550 linear feet in length, to convey Canal 1000 under an existing bayou. Also included in the work is the clearing and disposal of debris therefrom; temporary diversion of

the existing bayou during construction of the siphon and the restoration of diversion area afterwards; installation of storm drainage pipes, concrete headwalls and a flap gate; furnishing and placing filter stone and riprap; turfing; and environmental protection.

- **Arkansas Highway and Transportation Department Job No. 080390 HWY. 16 East – HWY. 65 B South (Clinton), Van Buren, AR Construction Costs: 12,480,474.25 Date started (DEC/2013) – Date construction complete, (AUG/2015)**
  Project Manager, Construction Superintendent. The purpose of the project is to widen 1.431 miles of Highway 65 from three lanes to five lanes in Clinton Arkansas. This project consists of earthwork, aggregate base courses, ACHM base, binder, and surface courses, two continuous composite w-beam unit bridges (total span lengths 134.26 feet and 376.30 feet), signal items, storm drainage system, concrete curb and gutter, sidewalks, wire fence, erosion control items, maintenance of traffic and miscellaneous items

- **W912EQ-12-C-0013 USACE Memphis District Walker Street Culvert Rehabilitation, Phillips County, AR Construction Cost: $424,316.20, Subcontract to A&H Contractors Date started (AUG/2012) – Date construction complete (JUN/2012)**
  Project Manager, Construction Superintendent. Managed and constructed the civil and mechanical work for the project. This included the construction of a structural steel walkway bridge, gate hoist and stainless-steel gate stem, new handrailing, repairing concrete surfaces, excavation of existing channel, installation of geotextile separation fabric, filter material, and riprap.

- **W912BV-11-C-0022 USACE Tulsa District Eufaula Lake – Penstock and Spillway Bridge Repairs, Eufaula Lake, OK Construction Cost: $1,937,627.28**
  Date started (SEP/2011) – Date construction complete (MAY/2012)
  Project Manager, Construction Superintendent, Contractor Quality Control, SSHO. Project Manager for Construction responsible for managing the teams' construction efforts. This included the rehabilitation of Three (3), 22 feet diameter penstocks inside Eufaula Dam. Lead Abatement was performed, and all work was completed without an accident. Rehab to the bridge deck over the dam was also performed. A roadway emergency bulkhead hatch cover was also replaced.

Responsibility and Qualifications Relevant to this Project:
Mr. Jared French will serve as the Prime Contractor's Alternate Contractor Quality Control (CQC) System Manager. Responsibilities will include serving as Mobley's on-site representative for the overall management of quality control and oversight of Mobley and its subcontractors with the authority to act in all Quality Control matters. And will include the performance of safety and occupational health management, surveillance, inspections, and safety enforcement for Mobley Contractors. Training includes USACE Course Construction Quality Manager for Contractors, OSHA 10 Hour, OSHA 30 Hour, 2 Hour Lead Awareness Training, First Aid/CPR, Competent Person Training, Fall Protection, and Excavation Safety, Qualified Rigger/Signalperson Training, Heavy Equipment Operator- Track Hoe, Back Hoe and Dozer, Extensive experience in concrete, excavation, and sheet pile installation, Seminars and courses in Management, Safety, Construction Techniques, and computer literate in Window's operating system.

DOCUMENT 00410 – BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we

Mobley Contractors, Inc.
PO Box 150
Morrilton, AR 72110

as Principal, hereinafter called the Principal, and

Hartford Fire Insurance Company
One Hartford Plaza
Hartford, CT 06155

a corporation duly organized under the laws of the State of Connecticut as Surety, hereinafter called Surety, are held and firmly bound unto

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

as Obligee, hereinafter called Owner, in the sum of Five Percent of Amount of Bid Dollars ($ 5% of Bid), 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:

LAKE SEQUOYAH DRIVE BRIDGE REHAB

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

DOCUMENT 00410 –BID BOND (continued)

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 28th day of April 2026.

PRINCIPAL (CORPORATE SEAL)

Mobley Contractors, Inc.

By Ronald F Mobley

Ronald F. Mobley - President

SURETY

Hartford Fire Insurance Company

By Heather Hicks

Heather Hicks, Attorney-in-Fact

ATTORNEY-IN-FACT (CORPORATE SEAL)

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

END OF DOCUMENT 00410

POWER OF ATTORNEY

Direct Inquiries, Bond Authenticity and Claims to:
THE HARTFORD
BOND, T-14
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: PATRIOT GROWTH INS SERVICES LLC
Agency Code: 38-591481

- ☒ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- ☒ **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- ☒ **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :
Matthew K. Cashion, Jr., Candice Chabotte, John A. Davie, Michael G. Dornblaser, Heather Hicks, Lee W. Jackson, Daniel C. McMillen, Judy Schoggen of LITTLE ROCK, Arkansas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Phyllis A. Clark, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } **ss.** Lake Mary

On this 1st day of March, 2024, before me personally came Joelle L. LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Mariluz Arce
My Commission HH 287363
Expires July 13, 2026

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of April 28, 2026.

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

City of Fayetteville, Arkansas
Procurement Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8256
TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

Bid 26-31, Construction – Lake Sequoyah Drive Bridge Rehab

DEADLINE: Tuesday, April 28, 2026 before 2:00 PM, Local Time
PRE-BID MEETING: Tuesday, April 14, 2026 at 11:00 AM
SR. PROCUREMENT AGENT: Kenny Fitch, kfitch@fayetteville-ar.gov
DATE OF ISSUE & ADVERTISEMENT: 04/05/2026 & 04/12/2026

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

NOTICE TO ALL BIDDERS:

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

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

FILE #01: PROJECT MANUAL – 356 Total Pages
FILE #02: PLANS – 21 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

Advertisement

City of Fayetteville, Arkansas
INVITATION TO BID
Bid 26-31, Construction – Lake Sequoyah Drive Bridge Rehab

The City of Fayetteville is accepting sealed bids from properly licensed contractors to perform rehabilitation on the bridge on Lake Sequoyah Drive. 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, April 14, 2026, at 11:00 AM. Details regarding the pre-bid meeting are available on the project page on the City's electronic bidding platform. All interested parties are encouraged to attend.

Bidding documents, plans, plan holders, and addenda shall be obtained at the City of Fayetteville Procurement Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All bids shall be received by Tuesday, April 28, 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: 04.05.26 & 04.12.26
This publication was paid for by the Procurement Division of the City of Fayetteville, Arkansas.
Amount paid: $401.92

Project Manual



Engineering Division
113 West Mountain Street
Fayetteville, Arkansas
72701

LAKE SEQUOYAH DRIVE BRIDGE REHAB

BID #26-31
Date: March 2026

LAKE SEQUOYAH DRIVE BRIDGE REHAB
GARVER PROJECT NO. 15047010

I hereby certify that the applicable portions of this project plans and specifications were prepared by me or under my direct supervision and that I am a duly Licensed Engineer under the laws of the State of Arkansas.

SEAL AND SIGNATURE	APPLICABLE DIVISION OR PROJECT RESPONSIBILITY
Joel Skinner, P.E.  Digitally Signed 07/28/2023	Bridge Improvements
Zach Moore, P.E. 	Roadway Improvements

GARVER, LLC CERTIFICATE OF AUTHORIZATION:



Expiration Date: 12/31/2026

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LAKE SEQUOYAH DRIVE BRIDGE REHAB

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END OF DOCUMENT

DOCUMENT 00140 – BIDDER'S QUALIFICATION STATEMENT

Contract Name: LAKE SEQUOYAH DRIVE BRIDGE REHAB

Bid #: 26-31

Date: _____

SUBMITTED TO:

The City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

SUBMITTED BY:

Company _____

Name _____

Address _____

Principal Office _____

Corporation, partnership, individual, joint venture, other _____

Arkansas State General Contractor's License Number

_____

(Type or legibly print)

EXPERIENCE STATEMENT

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

2. Bidder now has the following bonded projects under contract: (On a separate sheet, list project name, owner, name of owner contact, engineer / architect, name of engineer/architect contact, amount of contract, surety, and estimated completion date.)

DOCUMENT 00140 – BIDDER's QUALIFICATION STATEMENT (continued)

3. Bidder has completed the following (list minimum of 3) contracts consisting of work similar to that proposed by this Contract: (On a separate sheet, list project name, owner, name of owner contact, engineer / architect, name of engineer/architect contact, amount of contract, surety, and date of completion and percentage of the cost of the Work performed with Bidder's own forces.)

4. Has Bidder ever failed to complete any project? If so, state when, where, and why.

5. Bidder normally performs the following work with his own forces:

_____

_____

_____

_____

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

_____

_____

_____

_____

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

_____

_____

_____

_____

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

_____

.

DOCUMENT 00140 – BIDDER's QUALIFICATION STATEMENT (continued)

FINANCIAL STATEMENT

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

Bidder possesses adequate financial resources as indicated by the following:

1. Assets and Liabilities: Attach a financial statement, audited if available, including Bidder's latest balance sheet and income statements showing the following items:

   a. Current assets (cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses).

   b. Net fixed assets.

   c. Other assets.

   d. Current liabilities (accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes).

   e. Other liabilities (capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings).

   f. Name of firm preparing financial statement and date thereof:

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

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

	Judgment Creditors	Where Docketed and Date	Amount
a.	_____	_____	$_____
b.	_____	_____	$_____

DOCUMENT 00140 – BIDDER's QUALIFICATION STATEMENT (continued)

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

Date: _____, 2026

(OFFICIAL SEAL)

Name of Organization:

_____

By _____

(Type or legibly print)

By _____

(Signature)

Title _____

(Type or legibly print)

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

END OF DOCUMENT 00140

DOCUMENT 00200 – INSTRUCTIONS TO BIDDERS

ARTICLE 1 - INTRODUCTORY INFORMATION

1.01 DEFINED TERMS:

A. Terms used in these Instructions to Bidders and which are defined in the GENERAL CONDITIONS, have the meanings assigned to them in the GENERAL CONDITIONS.

B. Bid Documents shall include the following:
   1. Bidding Requirements:
      a. Invitation to Bid.
      b. Instructions to Bidders.
      c. Bid Form.
      d. Bid Bond.
   2. Bidder's Forms:
      The Bidder's attention is called to the following additional forms which shall be completely filled out and submitted with the Bid:
      a. Bidder's Qualifications Statement
      b. List of Subcontractors
   3. Contract Forms:
      a. Agreement Between Owner and Contractor.
         The Bidder's attention is called to the evidence of authority to sign and other documents which shall be submitted with the Agreement as applicable to the Business entity and noted in the Agreement.
      b. Performance Bond.
      c. Labor and Material Payment Bond.
   4. Contract Conditions:
      a. General Conditions.
      b. Supplementary Conditions.
      c. Labor-Related Regulations.
   5. Specifications.
   6. Drawings.
   7. Addenda issued prior to receipt of Bids.

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

1.02 COPIES OF BID DOCUMENTS:

A. Complete sets of the Bid Documents in the number and format as stated in the Invitation to Bid may be obtained from the City's Issuing Office.

B. Complete sets of Bid Documents shall be used in preparing Bids; neither Owner, nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

C. Owner and Engineer in making copies of Bid Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

1.03 QUALIFICATION OF BIDDERS:

A. Prequalification statements are not required. Owner will, however, evaluate the Bidder's qualifications following the opening of Bids. Evaluation criteria considered will include, but not be limited to:
   1. Experience and performance records on similar work.
   2. Financial responsibility.
   3. Ability to supply construction equipment and personnel to complete the Work within the Contract Time.
   4. Evidence of Bidder to do business in the state where the Project is located, or covenant to obtain such qualifications prior to award of the Contract.

B. Bidders may be requested to submit financial statement and other information relating to experience and financial responsibility after bids are received and before awarding a contract.

C. Only those Bids will be considered which are submitted by Bidders who show satisfactory completion of work of type and size comparable to the Work required by these Bid Documents. Bidder shall not be debarred from doing business with a government entity.
   1. **A list of comparable projects, including pertinent information and identification of the owners, shall be submitted with the Bid.**
   2. See ARTICLE 5 – AWARD OF CONTRACT herein for additional requirements after opening of Bids.

D. Bidder must posses a Contractor's License in the State of Arkansas prior to the bid deadline. Bidders shall also have a registration in good standing with the Arkansas Secretary of State prior to the awarding of the bid.

1.04 EXAMINATION OF CONTRACT DOCUMENTS AND SITE:

A. Before submitting a Bid, it is the responsibility of each Bidder:
   1. To thoroughly examine the Contract Documents and other related data identified in the Bid Documents (including "technical data" referred to below).
   2. To visit the Site to become familiar with and satisfy Bidder as to the general, local, and Site conditions that may in any manner affect cost, progress, and performance of the Work.
   3. To consider federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, performance, and furnishing of the Work.

4. To study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data.
5. To promptly notify The Purchasing Division of all conflicts, errors, ambiguities, or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.

B. Before submitting a Bid, each Bidder shall be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise, which may affect cost, progress, performance, and furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder, including safety precautions and programs incident thereto or which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents. This shall include local shipping facilities and availability of lands if applicable.

C. In the preparation of the Contract Documents, neither reports of explorations nor tests of any Hazardous Environmental Condition at the Site of the Work have been prepared.

D. Access to the Site:
1. On request, Owner will provide each Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as each Bidder deems necessary for submission of his Bid. Bidder shall fill all holes, clean up, and restore the Site to its former conditions upon completion of such explorations, investigations, tests, and studies.
2. The lands upon which the Work is to be performed, rights-of-way, and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of Materials and Equipment to be incorporated in the Work are to be obtained and paid for by Contractor. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.
3. Property owners affected by the Work are named on the Drawings where known, but the accuracy of such ownership is not guaranteed. Bidders shall verify and make their own arrangements with such property owners for any access needed in connection with the preparation of Bids.

E. The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this paragraph "Examination of Contract Documents and Site," and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

1.05 INTERPRETATIONS, MODIFICATIONS, AND ADDENDA:

A. Any Bidder who discovers ambiguities, inconsistencies, or errors or is in doubt as to the meaning or intent of any part of the Bid Documents shall promptly request an interpretation from The Purchasing Division. Interpretations or clarifications considered necessary by Engineer in response to such requests will be issued by Addenda mailed or delivered to all parties recorded by The Purchasing Division as having received the Bid Documents.

B. Addenda may also be issued to modify the Bid Documents as deemed advisable by Owner or Engineer.

C. No Addenda will be issued within the last two (2) days before the date of opening Bids. However, an addendum that affects the time, date or location of the bid opening may be issued as little as twenty-four (24) hours before the date of opening bids.

D. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

1.06 PREBID CONFERENCE:

A non-mandatory, pre-bid conference will be held onsite at the Lake Sequoyah Drive Bridge, 6608 Lake Sequoyah Dr., Fayetteville, AR 72701. All interested parties are strongly encouraged to attend. Please contact the City of Fayetteville's Purchasing Department for a date and time.

1.07 LABOR-RELATED REGULATIONS:

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

ARTICLE 2 - BASIS OF BIDDING

2.01 SPECIFIED EQUIPMENT AND MATERIALS:

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

2.02 INDIRECT COSTS:

A. Taxes:
   1. All applicable sales, use, compensating, or other taxes to be paid or withheld by Bidder, now imposed by any taxing authority, on Equipment and Materials to be incorporated in the Work, and on any or all other cost items entering into the Contract Price, shall be included in the Bid price.
   2. The Bidder shall include all such taxes except those on Equipment and Materials, if any, furnished by Owner or others, or exempted by the state, and

Bidder shall furnish taxing authorities any information or reports pertaining thereto as required.

B. The cost of all construction licenses, building and other permits, and governmental inspections required by public authorities for performing the Work, which are applicable at the time Bids are opened and which are not specified to be obtained by Owner, shall be included in the Bid price. Fees for permits issued by the City will be waived, but permits are still required where necessary

C. The cost of all royalties and license fees on Equipment and Materials to be furnished and incorporated in the Work shall be included in the Bid price.

D. Tests, inspections, and related activities called for throughout the Bid Documents are a responsibility of Contractor unless specified otherwise. The Bid shall include all costs arising from such responsibility.

E. The cost of all electrical, water, gas, telephone, sanitary, and similar facilities and services required by Contractor in performing the Work shall be included in the Bid price unless specified otherwise.

2.03 SUBCONTRACTORS:

A. No Bid shall be based upon aggregate of Subcontractors performing more than 60 percent of the total Work.

B. The experience, past performance, and ability of each proposed Subcontractor will be considered in the evaluation of Bids. Any Subcontractor so requested shall be required to furnish experience statements prior to the Notice of Awards.

C. No Contractor shall be required to employ any Subcontractor, other person, or organization against whom Contractor has reasonable objection. Owner or Engineer may accept or reject Subcontractors in accordance with Paragraph 6.05 of the GENERAL CONDITIONS.

2.04 CONTRACT TIMES:

A. The number of days within which, or the dates by which, the Work is to achieve Substantial Completion and also final completion and be ready for final payment shall be as stated in the Agreement.

B. Provisions for liquidated damages, if any, are as set forth in the Agreement.

ARTICLE 3 - BIDDING PROCEDURE

3.01 PREPARATION OF BID:

A. One set of unbound documents included with the officially provided set of drawings and specifications shall be used for the Bid.

B. The Bid Forms shall be filled out in detail and signed by the Bidder.

C. Bids by partnerships shall be executed in the partnership name and signed by a partner whose title shall appear under his signature, and the official address of the partnership shall be shown below the signature.

D. Bids by corporations and/or LLC's shall be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign), and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

E. Names of all persons signing shall be printed below their signatures.

F. A power of attorney shall accompany the signature of anyone not otherwise authorized to bind the Bidder.

G. The Bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

H. The address to which communications regarding the Bids are to be directed shall be shown.

3.02 METHOD OF BIDDING:

A. Bids will be received on a Unit Prices basis.

B. Firm Bids are required.

C. Schedule of Unit Prices:
   1. The Bidder shall complete the "Schedule of Unit Prices" included in the Bid (and shall accept all fixed Unit Prices listed therein.)
   2. The total Bid price will be determined as the sum of the products of the estimated quantity of each item and the Unit Price set forth in the "Schedule of Unit Prices." The final Contract Price shall be subject to adjustment according to final measured, used, or delivered quantities, and the Unit Prices set forth in the "Schedule of Unit Prices" will apply to such final quantities except that if quantities vary more than 25 percent above or below estimated quantities, Unit Prices will be subject to change by Change Order.

3.03 SUBCONTRACTORS INFORMATION SUBMITTED WITH BID:

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

Engineer subject to revocation as provided in Paragraph 6.05 of the General Conditions.

3.04 MANUFACTURERS SUBMITTED WITH BID:

Not applicable this specific project.

3.05 FORMS TO BE SUBMITTED:

A. The following forms shall be completed and submitted with the Bid:
   1. DOCUMENT 00140 BIDDER'S QUALIFICATIONS STATEMENT
   2. DOCUMENT 00400 BID FORM
   3. Bid Security as bank cashier's check FROM A FINANCIAL INSTITUTION LOCATED IN THE STATE OF Arkansas, or Bid Bond (DOCUMENT 00410)
   4. DOCUMENT 00430, LIST OF SUBCONTRACTORS

3.06 BID SECURITY:

A. Each Bid shall be accompanied by Bid security, payable to Owner, of the amount of 5% of total base bid.

B. The required security shall be in the form of a bank cashier's check from a financial institution located in the state of Arkansas or a Bid Bond on the form prescribed by the AIA, Document A310, or on similar form attached.

C. Bid Bond shall be executed by a surety meeting the requirements set forth for "Surety Bonds" in the GENERAL CONDITIONS.A Bid Bond shall be considered invalid if lacking a signature from either the surety or bidder and be grounds for bid rejection.

D. Bid security of the Successful Bidder will be retained until Bidder has executed the Agreement and furnished the required surety Bonds as set forth in the GENERAL CONDITIONS, whereupon Bid security will be returned. If the Successful Bidder fails to execute the Agreement and furnish the surety Bonds within 15 days after the date of Notice of Award, Owner may annul the Notice of Award, and Bid security of that Bidder will be forfeited to Owner.

E. The Bid security of any Bidder whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 10 days after the Effective Date of the Agreement and the required surety Bonds furnished, or the 91st day after the Bid opening. Bid security of other Bidders will be returned within 10 days of the bid opening.

3.07 SUBMISSION OF BID:

A. Bids shall be submitted at the time and place designated in the Invitation to Bid.

B. If submitting a physical bid, Bid Documents with accompanying Bid security and other required information shall be enclosed in an opaque sealed envelope marked with the following:
   1. Project name.
   2. Bid number.
   3. Name and address of Bidder.
   4. Contractor's license number (Not required for Federal Aid Projects).

C. If the Bid is sent by mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "Sealed Bid Enclosed" on the face thereof.

3.08 MODIFICATION OR WITHDRAWAL OF BIDS:

A. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

B. If, within 24 hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of his Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

ARTICLE 4 - OPENING OF BIDS

4.01 OPENING OF BIDS:

A. Bids will be opened and (unless obviously non-responsive) read aloud publicly at the place where Bids are to be submitted. An abstract of the amounts of the base Bids will be made available to Bidders after the opening of Bids.

B. All Bids shall remain open for a period of 90 days after Bids are opened, but Owner may, at his sole discretion, release any Bid and return the Bid security at any time prior to that date.

ARTICLE 5 - AWARD OF CONTRACT

5.01 OWNER's RIGHT TO REJECT BIDS:

A. Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Owner also reserves the right to waive all informalities not involving price, times, or changes in the Work and to negotiate Contract terms with the Successful Bidder. (Discrepancies between the multiplication of units of Work and Unit Prices will be resolved in favor of the Unit Prices.) Discrepancies between the indicated sum of any column of

figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

B. All Bidders must agree that such rejection shall be without liability on the part of the Owner nor shall the Bidders seek recourse of any kind against the Owner because of such rejections. The filing of any Bid shall constitute an agreement of the Bidder to these conditions.

5.02 EVALUATION OF BIDS:

A. In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements (and such Alternates, Unit Prices) and other data, as may be requested in the Bid Form or prior to the Notice of Award. Owner must accept Alternates in numerical order.

B. Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations is requested per Paragraph 5.02E of this document.

C. Owner may conduct such investigations as he deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of the Bidders, proposed Subcontractors, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

D. Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.

E. Within 10 days after Bids are opened, and if requested by the Owner or the Engineer, the apparent Successful Bidder, and any other Bidder so requested, shall submit supplemental information including an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person, or organization, proposed by the Bidder for consideration as specified in ARTICLE 3 paragraph 3.03 above. The use of Subcontractors listed by Bidder (Document 00430) and accepted by Owner prior to the Notice of Award will be required in the performance of the Work.

F. Within 10 days after the Bids are opened, the apparent Successful Bidder, and any other Bidder so requested, shall submit an itemized breakdown of any lump sum portion of its Bid. This breakdown must include a separate item for each major category of work and each major piece of equipment. This breakdown may or may not be reflected in subsequent time schedule submittals.

G. The award of the Contract, if it is awarded, will be to the lowest, responsive, responsible Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interest of Project and Owner.

5.03 NOTICE OF AWARD:

A. After considering the basis of award and evaluation of Bids, if the Contract is to be awarded, Owner shall within 90 days after the date of opening Bids notify the

Successful Bidder of acceptance of his Bid (indicating which, if any, Alternate Bids have been accepted).

ARTICLE 6 - SIGNING OF AGREEMENT

6.01 When Owner gives Notice of Award to Successful Bidder, Engineer will issue the required number of unbound, unsigned counterparts of the Agreement and other Contract Documents to Successful Bidder.

6.02 Within 15 days thereafter, Contractor (Successful Bidder) shall sign all copies of the Agreement dating the Agreement and required documents the Date of City Council Approval, power of attorney documents, and other required documents in the appropriate places, and deliver all copies to Owner.

6.03 Within 10 days thereafter, Owner will execute all copies of the Agreement. Owner will provide the executed Contract Documents to Engineer for binding and distribution as required. Each duly executed counterpart will be accompanied by a complete set of Drawings with appropriate identification.

END OF DOCUMENT 00200

DOCUMENT 00400 – BID FORM

Contract Name: LAKE SEQUOYAH DRIVE BRIDGE REHAB

Bid Number: 26-31

BID TO:

Owner: The City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

BID FROM:

Bidder: _____

_____

_____

_____

ARTICLE 1 - INTENT

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

ARTICLE 2 - TERMS AND CONDITIONS

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

ARTICLE 3 - BIDDER'S REPRESENTATIONS

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

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

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 has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to Underground Facilities at or contiguous to the Site.

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

F. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performing and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

I. Bidder has given The Purchasing Division written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by The Purchasing Division is acceptable to Bidder.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

K. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or

indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.

L. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 - Subpart P - Excavations.

ARTICLE 4 - BID PRICE

Bidders are required to provide pricing for all line items, including deductive alternate 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 total base bid as long as the base bid amount falls within the amount of funds certified for the project plus 25%.

In the event no bid falls within the amount of funds certified for the project plus 25%, the City will utilize the deductive alternates (if included) in order to further evaluate bids until a bid received falls within the amount certified, plus 25%.

There are no deductive alternatives included in this bid.

In no case shall the amount bid for the item of "mobilization" exceed 5% of the total Base Bid. This amount shall NOT include bonds & insurance or trench & excavation safety (if applicable) Should the amount entered into the proposal or bid for this item exceed 5%, the bid shall be rejected.

Bidder shall complete the work in accordance with the Contract Documents for the price(s) submitted by the Bidder.

ARTICLE 5 - CONTRACT ITEMS

5.01 Bidder agrees that the Work will be substantially completed and completed and ready for final payment within the number of calendar days indicated in the Agreement.

5.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

ARTICLE 6 - BID CONTENT

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

A. Required 5% Bid security in the form of a cashier's check from a bank located in the State of Arkansas or a Bid Bond in the amount of _____ Dollars ($ _____).

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

ARTICLE 7 - COMMUNICATIONS

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

_____

_____

_____

Email: _____

Phone No. _____

Fax No. _____

ARTICLE 8 - TERMINOLOGY

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

Arkansas State Contractor License No. _____.

If Bidder is:

An Individual

Name (type or printed): _____

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

Doing business as: _____

Business address: _____

_____

Phone No. _____ Fax No. _____

Email address: _____

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. _____

Email address: _____

A Corporation or LLC

Corporation Name: _____ (SEAL)

State of Incorporation: _____

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

By: _____

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

Name (type or printed): _____

Title: _____

(CORPORATE SEAL)

Attest: _____

(Signature of Corporate Secretary)

Phone No. _____ Fax No. _____

Email address: _____

Tax ID Number (TIN): _____

UEI # _____

Cage Code: _____

END OF DOCUMENT 00400

DOCUMENT 00410 – BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we

_____

_____

_____

as Principal, hereinafter called the Principal, and

_____

_____

_____

a corporation duly organized under the laws of the State of _____ as Surety, hereinafter called Surety, are held and firmly bound unto

City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

as Obligee, hereinafter called Owner, in the sum of _____ _____ Dollars ($_____), for the payment of which sum, well and truly to be made, Principal and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted a Bid for:

LAKE SEQUOYAH DRIVE BRIDGE REHAB

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.

Signed and sealed this _____ day of _____ 20___.

PRINCIPAL (CORPORATE SEAL)

_____

By _____

_____

SURETY

_____

By _____

_____

ATTORNEY-IN-FACT (CORPORATE SEAL)

_____

_____

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

END OF DOCUMENT 00410

DOCUMENT 00430 – LIST OF SUBCONTRACTORS

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

LAKE SEQUOYAH DRIVE BRIDGE REHAB

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		
SWPPP/Erosion Control		
Asphalt		
Concrete		
Landscaping		
Material Testing		
Other (designate)		

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

Bidder's Signature

END OF DOCUMENT 00430

DOCUMENT 00500 – AGREEMENT

BETWEEN OWNER AND CONTRACTOR

Contract Name/Title: LAKE SEQUOYAH DRIVE BRIDGE REHAB

Contract No.: 26-31, Construction

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2026 by and between The City of Fayetteville, Arkansas and _____ (hereinafter called Contractor).

ARTICLE 1 - WORK

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

The construction consist of, but is not limited to, full and partial depth deck repair, removal and replacement of existing joint seal and joint armor at designated locations, spall repair, and cantilever repair.

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

3.02 DATES FOR SUBSTANTIAL COMPLETION AND FINAL PAYMENT:

A. The Work shall be Substantially Completed within **180** calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS, and final completion and ready for final payment in accordance with the GENERAL CONDITIONS within **210** calendar days after the date when the Contract Times commence to run.

3.03 LIQUIDATED DAMAGES:

A. Owner and Contractor recognize that time is of the essence of this Agreement and that The City of Fayetteville will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the GENERAL CONDITIONS. The parties also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by The City of Fayetteville if the Work is not Substantially Completed on time. Accordingly, instead of requiring any such proof, The City of Fayetteville and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay The City of Fayetteville Seven Hundred Fifty Dollars ($750.00) for each calendar day that expires after the time specified above in Paragraph 3.02 for Substantial Completion until the Work is Substantially Complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in Paragraph 3.02 for completion

and readiness for final payment or any proper extension thereof granted by The City of Fayetteville, Contractor shall pay The City of Fayetteville Five Hundred Dollars ($500.00) for each calendar day that expires after the time specified for completion and readiness for final payment.

ARTICLE 4 - CONTRACT PRICE

4.01 The CITY OF FAYETTEVILLE agrees to pay, and the CONTRACTOR agrees to accept, as full and final compensation for all work done under this agreement, the amount based on the unit prices bid in the Proposal which is hereto attached, for the actual amount accomplished under each pay item, said payments to be made in lawful money of the United States at the time and in the manner set forth in the Specifications.

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

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

1. There shall be no changes without prior written approval of the Engineer of Record and/or the City's designated Professional Engineer.

ARTICLE 5 - PAYMENT PROCEDURES

5.01 SUBMITTAL AND PROCESSING OF PAYMENTS:

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

5.02 PROGRESS PAYMENTS, RETAINAGE:

A. The City of Fayetteville shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 15th day of each month during construction. All such payments will be measured by the schedule of values established in the GENERAL CONDITIONS (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

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

a. 95% of Work Completed (with the balance being retainage). If Work has been 50% completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to The City of Fayetteville and Engineer, The City of Fayetteville on recommendation of Engineer, may determine that as long as the character and progress of the Work subsequently remain satisfactory to them, there will be no additional retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be an amount equal to 100% of the Work Completed less the aggregate of payments previously made; and

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

5.03 FINAL PAYMENT:

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

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

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

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

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

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

D. Contractor has carefully studied all:

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

(2) Reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Contractor acknowledges that The City of Fayetteville and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated

in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.

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

F. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performing and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

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

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

I. Contractor has given The Purchasing Division written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by The Purchasing Division is acceptable to Contractor.

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

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 CONTENTS:

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

1. This Agreement.

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

   a. Notice to Proceed.

   b. Contractor's Bid.

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

3. Performance, Payment, and other Bonds.

4. General Conditions.

5. Supplementary Conditions.

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

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

8. Addenda numbers ____ inclusive.

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

ARTICLE 8 - MISCELLANEOUS

8.01 TERMS:

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

8.02 ASSIGNMENT OF CONTRACT:

A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.03 SUCCESSORS AND ASSIGNS:

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

8.04 SEVERABILITY:

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

8.05 FREEDOM OF INFORMATION ACT:

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

8.06 LIENS:

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

IN WITNESS WHEREOF, The City of Fayetteville and Contractor have signed this Agreement in quadruplicate. One counterpart each has been delivered to Contractor. Three counterparts

each has been retained by The City of Fayetteville. All portions of the Contract Documents have been signed, initialed, or identified by The City of Fayetteville and Contractor.

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

CONTRACTOR:	CITY OF FAYETTEVILLE
By: _____	By: Lioneld Jordan
(Type or legibly print)	
_____	_____
(Signature)	(Signature)
Title:_____	Title: Mayor

Contractor shall attach evidence of authority to sign.
If Contractor is a corporation, corporate entity or LLC, Contractor shall attach Corporate Resolution authorizing Contractor's signature and execution of Agreement.
Further if Contractor is a corporation, corporate entity or LLC, Contractor shall also attach a copy of the Contractor's Articles of Incorporation and a copy 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) (SEAL)

Attest _____ Attest _____

DOCUMENT 00500 – AGREEMENT (continued)

Address for giving notices	Address for giving notices
_____	113 W. Mountain St.
_____	Fayetteville, AR 72701

License No. _____

Agent for Service of process

_____

(Type or legibly print)

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 00500

DOCUMENT 00550 – NOTICE TO PROCEED

TO: _____

_____

_____

Contract Name/Title: LAKE SEQUOYAH DRIVE BRIDGE REHAB

Contract No: 26-31, Construction

Owner: City of Fayetteville, Arkansas

You are notified that the Contract Time(s) under the above Contract will commence to run on _____ . By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement between Owner and Contractor, the date(s) of Substantial Completion and final completion ready for final payment are _____ and _____respectively.

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

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

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

Dated_____.

OWNER

City of Fayetteville

By: Alan Pugh

Signature: _____

Title: Engineering Design Manager

Date:

ACCEPTANCE OF NOTICE TO PROCEED

CONTRACTOR

By: _____

Signature: _____

Title_____

Date _____, 20_____

END OF DOCUMENT 00550

DOCUMENT 00610 – PERFORMANCE BOND:

KNOW ALL MEN BY THESE PRESENTS: that

_____

_____

_____

as Principal, hereinafter called Contractor, and

_____

_____

_____

as Surety, hereinafter called Surety, are held and firmly bound unto

City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

as Obligee, hereinafter called Owner, in the amount of **$_____**, 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 LAKE SEQUOYAH DRIVE BRIDGE REHAB which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.
Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations, thereunder, the Surety may promptly remedy the default, or shall promptly:

A. Complete the Contract in accordance with its terms and conditions, or

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

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

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

Signed and sealed this _____ day of _____ 2026.

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 _____

END OF DOCUMENT 00610

DOCUMENT 00611 – LABOR AND MATERIAL PAYMENT BOND

This Bond is issued simultaneously with Performance Bond in favor of Owner conditioned on the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS: that

._____

_____

_____

as Principal, hereinafter called Contractor, and

_____

_____

_____

as Surety, hereinafter called Surety, are held and firmly bound unto

City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of **$**_____, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written Agreement dated _____, 20___, entered into a contract with Owner for LAKE SEQUOYAH DRIVE BRIDGE REHAB which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

A. A claimant is defined as one having a direct contract with the Contractor or with a Subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.

B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of 90 days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this Bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

C. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant other than one having a direct contract with Principal, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety within 90 days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to Contractor, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid Project is located, save that such service need not be made by a public officer.

2. After the expiration of one year following the date on which Contractor ceased Work on the Contract, it being understood, however, that if any limitation embodied in this Bond is prohibited by any Law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such Law.

3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

D. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this Bond.

Signed and sealed this _____ day of _____ 2026.

CONTRACTOR (CORPORATE SEAL)

_____

By :_____

_____

SURETY COUNTERSIGNED: Resident Agent

State of Arkansas

_____ _____

By _____ By _____

_____ _____

ATTORNEY-IN-FACT (CORPORATE SEAL)

_____

_____

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

Approved as to Form:

_____

_____

Attorney for _____

END OF DOCUMENT 00611

DOCUMENT 00700 – GENERAL CONDITIONS

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DOCUMENT 00700 – GENERAL CONDITIONS:

This document is based upon Engineers Joint Contract Documents Committee "Standard General Conditions of the Construction Contract," with modifications.

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 CONTRACT DOCUMENTS:

1. The Contract Documents establish the rights and obligations of the parties and shall consist of the documents listed in DOCUMENT 00500, AGREEMENT.

B. Reports and drawings of subsurface and physical conditions and approved Submittals by Contractor are not Contract Documents.

C. Only printed or hard copies of items listed in subparagraph 1.01A are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by Owner to Contractor are not Contract Documents.

1.02 DEFINITIONS:

A. Wherever used in these General Conditions or elsewhere in the Contract Documents, the following terms have the meanings indicated below, which are applicable to both the singular and plural thereof:

1. "Addenda" - written or graphic changes or interpretations of the Contract Documents issued by Owner prior to the opening of Bids.
2. "Agreement" - the written agreement between Owner and Contractor covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.
3. "Application for Payment" - the form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress and final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
4. "Asbestos" - any material that contains more than 1% asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
5. "Bid" - the formal offer of the Bidder submitted on the prescribed Bid Form together with the required Bid security and all information submitted with the Bid that pertains to performance of the Work.
6. "Bidder" - any person, firm, or corporation submitting a Bid for the Work or their duly authorized representatives.
7. "Change Order" - a written document signed by Owner and Engineer authorizing an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued on or after execution of the Agreement.
8. "Contract Drawings" - drawings and other data designated as Contract Drawings prepared by Engineer for this Contract which show the character and scope of the Work to be performed and are referred to in the Contract Documents.
9. "Contract Price" - the total monies payable to Contractor under the Contract Documents as stated in the Agreement.

10. "Contract Times" - the number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendations of final payment.
11. "Contractor" - the person, firm or corporation with whom Owner has entered into the Agreement.
12. "Date of Contract", "Effective Date of the Agreement" - the date of the City Council Approval also indicated in the Agreement.
13. "Engineer" or "Engineer-Architect" - Architect, engineer, or other licensed professional who is either employed or has contracted with Owner to serve in a design capacity and whose consultants, members, partners, employees, or agents have prepared and sealed the Drawings and Specifications.
14. "Engineer's Consultant" - an individual or entity having a contract with Engineer to furnish services as Engineer's independent professional associate or consultant with respect to the Project.
15. "Equipment" - a product with operational or nonoperational parts, whether motorized or manually operated, that requires service connections, such as wiring or piping.
16. "Field Order" - a written order issued by Engineer which orders minor changes in the Work in accordance with Paragraph 9.05 but which does not involve a change in the Contract Price or the Contract Times.
17. "General Requirements" - Sections of DIVISION 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.
18. "Hazardous Waste" - the term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
19. "Law" - law of the place of the Project which shall govern the performance hereunder.
20. "Laws and Regulations," "Laws or Regulations" - laws, rules, regulations, ordinances, codes and/or orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
21. "Lien" - charges, security interests, or encumbrances on Project funds, real property, or personal property.
22. "Materials" - products substantially shaped, cut, worked, mixed, finished, refined, or otherwise fabricated, processed, or installed to form a part of the Work.
23. "Notice of Award" - the written notice by Owner to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, Owner will sign and deliver the Agreement.
24. "Notice to Proceed" - the written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform Contractor's obligation under the Contract Documents.
25. "Owner" - the City of Fayetteville, Arkansas, a constitutionally chartered municipal corporation , with which the Contractor has entered into the Agreement and for whom the Work is to be provided.

26. "Partial Utilization" - placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion of all the Work.
27. "PCBs" - Polychlorinated biphenyls.
28. "Petroleum" - petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60º Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.
29. "Program Manager" – NOT USED.
30. "Project" - the total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.
31. "Project Manual" - The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
32. "Radioactive Material" - source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
33. "Resident Project Representative" - the authorized representative of Engineer who is assigned to the construction Site or any part thereof.
34. "Reference Drawings" - drawings not specifically prepared for, nor a part of, this Contract, but which contain information pertinent to the Work.
35. "Samples" - physical examples of Equipment, Materials, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
36. "Shop Drawings" - all drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
37. "Site" - lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
38. "Specifications" - those portions of the Contract Documents consisting of written technical descriptions of the Work, and covering the Equipment, Materials, workmanship, and certain administrative details applicable thereto.
39. "Subcontractor" - an individual, firm, or corporation having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
40. "Submittals" - all Shop Drawings, product data, and Samples which are prepared by Contractor, a Subcontractor, manufacturer, or Supplier, and submitted by Contractor to Engineer as a basis for approval of the use of Equipment and Materials proposed for incorporation in the Work or needed to describe proper installation, operation and maintenance, or technical properties.

41. "Substantial Completion" - the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer as evidenced by his definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be used for the purposes for which it was intended.
42. "Supplementary Conditions" – part of the Contract Documents which amends and/or supplements these General Conditions.
43. "Supplier" - a manufacturer, fabricator, supplier, distributor, material man, or vendor.
44. "Underground Facilities" - all pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems, or water.
45. "Unit Price Work" - Work to be paid on the basis of Unit Prices.
46. "Work" - the entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, the furnishing of Bonds and insurance, furnishing labor, and furnishing and incorporating Materials and Equipment into the construction, all as required by the Contract Documents.
47. "Work Change Directive" - a written directive to Contractor, issued on or after the effective Date of the Agreement and signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in Article 4 or to emergencies under Paragraph 6.13. A Work Change Directive will not change the Contract Price or the Contract Times, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times as provided in Paragraph 10.01B.
48. "Written Amendment" - a written amendment to the Contract Documents, signed by Owner and Contractor on or after the Effective Date of the Agreement, and normally dealing with the nonengineering or nontechnical rather than strictly Work-related aspects of the Contract Documents.
49. "Year 2000 Compliance" or "Year 2000 Compliant" – means that equipment, devices, items, systems, software, hardware, and firmware included in the Work or used to produce the Work shall properly, appropriately, and consistently function and accurately process date and time data (including without limitation: calculating, comparing, and sequencing) on and after December 31, 1999, including leap year calculations.

1.03 TERMINOLOGY:

A. Whenever used in these General Conditions or elsewhere in the Contract Documents, the following terminology shall have the intent and meaning specified below:

1. The words "as indicated" refer to the Drawings and "as specified" refer to the remaining Contract Documents.
2. The terms "responsible" or "responsibility" mean that the party to which the term applies shall assume all responsibilities thereto.
3. The term "approve", when used in response to Submittals, requests, applications, inquiries, reports and claims by Contractor, will be held to limitations of Engineer's responsibilities and duties or specified in these General Conditions. In no case will "approval" by Engineer be interpreted as a release of Contractor from responsibilities to fulfill requirements of Contract Documents.
4. When applied to Equipment and Materials, the words "furnish", "install", and "provide" shall mean the following:
   a. The word "provide" shall mean to furnish, pay for, deliver, assemble, install, adjust, clean and otherwise make Materials and Equipment fit for their intended use.
   b. The word "furnish" shall mean to secure, pay for, deliver to Site, unload and uncrate Equipment and Materials.
   c. The word "install" shall mean to assemble, place in position, incorporate in the Work, adjust, clean, and make fit for use.
   d. The phrase "furnish and install" shall be equivalent to the word "provide."
5. The word "day" shall constitute a calendar day of twenty-four hours measured from midnight to the next midnight.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 DELIVERY OF BONDS:

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

2.02 COPIES OF DOCUMENTS:

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

2.03 COMMENCEMENT OF CONTRACT TIMES; NOTICE TO PROCEED:

A. The Contract Times will commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time mutually agreed upon by the Contractor and the Owner within 120 days after the Effective Date of the Agreement upon completion of required executed documents. In no event will the Contract Times commence to run later than the 120th day after the Effective Date of the Agreement.

2.04 STARTING THE PROJECT:

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run, but no Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 BEFORE STARTING CONSTRUCTION:

A. Before starting construction and undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby; however, Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, or discrepancy in the Contract Documents, unless Contractor had actual knowledge thereof or should reasonably have known thereof.

B. Within twenty days after the Effective Date of the Agreement, not before Contractor starts the Work at the Site, Contractor shall submit items as noted in Document 00550 – Notice to Proceed (and as specified) to Engineer for review.

C. Further, before any Work at the Site is started, Contractor shall deliver to Owner, with a copy to Engineer, certificates and other evidence of insurance requested by Owner which Contractor is required to purchase and maintain in accordance with Paragraph 5.02 (and Owner shall deliver to Contractor certificates and other evidence of insurance requested by Contractor which Owner is required to purchase and maintain in accordance with Paragraph 5.02).

2.06 PRECONSTRUCTION CONFERENCE:

A. Within 20 days after the Effective Date of the Agreement, but before Contractor starts the Work at the Site, a conference attended by Contractor, Engineer, and others as appropriate will be held to discuss the schedules referred to in Paragraph 2.05B, to discuss procedures for handling Submittals, processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

2.07 FINALIZING SCHEDULES:

A. A schedule shall be finalized in accordance with Specification SECTION 01321. The finalized construction progress schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times, but such acceptance will neither impose on Engineer responsibility for the progress or scheduling of the Work nor relieve Contractor from full responsibility therefor. The finalized schedule of Submittal submissions will be acceptable to Engineer if it provides a workable arrangement for processing the submissions.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 INTENT:

A. The Contract Documents comprise the entire agreement between Owner and Contractor concerning the Work. The Contract Documents are complementary; what

is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the Law of the place of the Project.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, Materials, or Equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for, at no additional cost to the Owner.

1. When words which have a well-known technical or trade meaning are used to describe Work, Materials, or Equipment, such words shall be interpreted in accordance with that meaning.
2. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual, or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of Owner, Contractor, or Engineer, or any of their consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Engineer, or any of Engineer's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of the Contract Documents.
3. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Paragraph 9.04.

C. If, during the performance of the Work, Contractor finds a conflict, error, or discrepancy in the Contract Documents, Contractor shall so report to Engineer in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from Engineer, however, Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof or should reasonably have known thereof.

D. Applicable codes and standards referenced in these Contract Documents establish minimum requirements for Equipment, Materials, and Work and are superseded by more stringent requirements of Contract Documents when and where they occur.

E. The Specifications are separated into Divisions and Sections for convenience in defining the Work. Contract Drawings are separated according to engineering disciplines and other classifications. This sectionalizing and the arrangement of Contract Drawings shall not control the Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

3.02 AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS:

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:
   1. A formal Written Amendment.
   2. A Change Order (pursuant to Paragraph 10.01D).

B. As indicated in Paragraphs 11.01B and 12.01A, Contract Price and Contract Times may only be changed by a Change Order or Written Amendment.

C. In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in the following way:
   1. A Field Order (pursuant to Paragraph 9.05).
   2. Engineer's written interpretation or clarification (pursuant to Paragraph 9.04).

3.03 OWNERSHIP AND REUSE OF DOCUMENTS:

A. All Contract Documents and copies thereof furnished by Engineer shall be the property of the Owner.

B. Neither Contractor nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with Owner shall have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer; and they shall not reuse any of the documents on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 AVAILABILITY OF LANDS:

A. Owner shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of Contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by Owner, unless otherwise provided in the Contract Documents.

B. If Contractor believes that any delay in Owner's furnishing these lands, rights-of-way, or easements entitles Contractor to an extension of the Contract Times, Contractor may make a claim therefor as provided in Article 12.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

D. Contractor shall confine his operations to the construction limits indicated.

4.02 UNFORESEEN SUBSURFACE CONDITIONS:

A. Contractor shall promptly notify Engineer in writing of any subsurface or latent physical conditions encountered at the Site which differ materially from those

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

B. Engineer will promptly investigate those conditions and advise Owner if further surveys or subsurface tests are necessary. Promptly thereafter, Engineer will obtain the necessary additional surveys and tests and furnish copies of results to Contractor and Owner.

C. If Engineer and Owner find that the subsurface or latent physical conditions encountered at the Site differ materially from those specified or indicated, or which could have been reasonably interpreted from examination of the Site and available subsurface information at the time of bidding, then a Change Order will be issued by the Owner incorporating the necessary revisions.

4.03 PHYSICAL CONDITIONS - UNDERGROUND FACILITIES:

A. Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and,
2. Contractor shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof as provided in Paragraph 6.12 and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

B. Not Shown or Indicated: If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated in the Contract Documents and which Contractor could not reasonably have been expected to be aware of, Contractor shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency as permitted by Paragraph 6.13), identify the owner of such Underground Facility and give written notice thereof to that owner and Engineer. Engineer will promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility as provided in Paragraph 6.12. Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and which Contractor could not reasonably have been expected to be aware of. If the parties are unable to agree as to the amount or length thereof, Contractor may make a claim therefor as provided in Articles 11 and 12.

4.04 REFERENCE POINTS:

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

B. Contractor shall make such surveys as are required for establishing pay limits and determining quantities for progress pay estimates. He shall furnish Engineer with one copy each of all field notes of such surveys.

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

A. Owner shall be responsible for any Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the Site. Owner shall not be responsible for any such materials brought to the Site by Contractor, Subcontractor, Suppliers, or anyone else for whom Contractor is responsible.

B. Contractor shall immediately: (i) stop all Work in connection with such hazardous condition and in any area affected thereby (except in an emergency as required by Paragraph 6.13), and (ii) notify Owner and Engineer (and thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such hazardous condition or take corrective action, if any. Contractor shall not be required to resume Work in connection with such hazardous condition or in any such affected area until after Owner has obtained any required permits related thereto and delivered to Contractor special written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of such Work stoppage or such special conditions under which Work is agreed by Contractor to be resumed, either party may make a claim therefor as provided in Articles 11 and 12.

C. If after receipt of such special written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order such portion of the Work that is in connection with such hazardous condition or in such affected area to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a claim

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

D. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner, Engineer, Engineer's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages arising out of or relating to such hazardous condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this subparagraph 4.05E shall obligate Contractor to indemnify any person or entity from and against the consequences of that person's or entity's own negligence.

E. The provisions of Paragraphs 4.02 and 4.03 are not intended to apply to Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 PERFORMANCE AND OTHER BONDS:

A. Contractor shall furnish separate performance and payment Bonds, each in an amount at least equal to the Contract Price inclusive of any anticipated contingency as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. These Bonds shall remain in effect at least until two years after the date when final payment is approved by Owner, except as otherwise provided by Law or Regulation or by the Contract Documents. Contractor shall also furnish such other Bonds as are required by the Contract Documents. All Bonds shall be in the forms prescribed by Law or Regulation or by the Contract Documents and be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds shall be signed by an Arkansas Agent.

B. The Bonds shall be automatically increased in amount and extended in time without formal and separate amendments to cover full and faithful performance of the Contract in the event of Change Orders, regardless of the amount of time or money involved. It is Contractor's responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price or Contract Times.

C. Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

D. Date of Bonds shall be the same as the Effective Date of the Agreement.

E. If at any time during the continuance of the Contract, the surety on any Bond becomes unacceptable to Owner for financial reasons, Owner has the right to require additional and sufficient sureties which Contractor shall furnish to the satisfaction of Owner within ten days after notice to do so.

1. If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of

Paragraph 5.01A, Contractor shall within five days thereafter substitute another Bond and surety, both of which must be acceptable to Owner.

F. Performance and Payment bonds shall be delivered to the City after they have been filed and file marked at the Washington County Circuit Clerk's office.

5.02 INSURANCE:

A. Contractor's Liability Insurance:

1. Contractor and all of his subcontractors shall purchase and maintain such liability and other insurance as is appropriate for the Work being furnished and performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's furnishing and performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
   a. Claims under workers' compensation, disability benefits, and other similar employee benefit acts;
   b. Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
   c. Claims for damages because of bodily injury, sickness, or disease, or death of any person other than Contractor's employees;
   d. Claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or (ii) by any other person for any other reason;
   e. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use therefrom;
   f. Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property; and
   g. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

2. The insurance required by this paragraph shall include the specific coverages, and be written for not less than the limits of liability specified or required by Law, whichever is greater.

a.	Umbrella General Liability	$5,000,000
b.	Workers' compensation	Statutory (State and Federal Limits)
	Employer's Liability	$500,000 each accident

c. Commercial General Liability

(1)	General Aggregate	$2,000,000
(2)	Products-Completed Operations Aggregate	$2,000,000
(3)	Personal & Advertising Injury Limit	$1,000,000
(4)	Each Occurrence Limit	$1,000,000
(5)	Fire Damage Limit	$ 100,000
(6)	Medical Expense Limit	$ 5,000

d. Business Automobile Liability
(1) Any one loss or accident $1,000,000

B. The policies of insurance so required by paragraph 5.02A to be purchased and maintained shall:

1. with respect to insurance required by Paragraphs 5.02A.1.c through 5.02A.1.g inclusive, include as additional insureds by endorsement (subject to customary exclusion in respect of professional liability) Owner, Engineer, and Engineer's Consultants, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
2. include at least the specific coverages and be written for not less than the limits of liability specified in Paragraph 5.02A.2 or required by Laws and Regulations, whichever is greater;
3. with respect to insurance required by paragraphs 5.02A1.c through 5.02A1.g inclusive, include premises/operations, products, completed operations, independent contractors, and personal injury insurance,;
4. include in the Commercial General Liability policy, contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.06, 6.10, and 6.16, and written for not less than the limits of liability and coverages specified above;
5. contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed, or renewal refused until at least 30 days' prior written notice by certified mail has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued;
6. provide Broad Form Property Damage coverage and contain no exclusion (commonly referred to as XC&U exclusion) relative to blasting, earthquake, flood, explosion, collapse of buildings, or damage to underground property;
7. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07;
8. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment and Contractor shall furnish Owner and each other specified additional insured to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter;
9. include Independent Contractors Protective Liability coverage; and
10. with respect to the Commercial General Liability policy, the maximum deductible allowed shall be $5, 000.
11. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies required by Paragraph 5.02A and any other liability insurance applicable to the Work; and, in addition, waive all such rights against

Subcontractors, Engineer, Engineer's Consultants, and all other individuals or entities endorsed as insureds or additional insureds (and the officers, directors, partners, employees, agents and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. As required by Paragraph 6.05D, each subcontract between Contractor and a Subcontractor shall contain similar waiver provisions by the Subcontractor in favor of Owner, Contractor, Engineer, Engineer's Consultants, and all other parties endorsed as insureds or additional insureds. None of the above waivers shall extend to the rights that any of the insured parties may have to proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued. with respect to the Commercial General Liability policy, the maximum deductible allowed shall be $5,000.

C. Owner's Protective Liability Insurance:
   1. Contractor shall be responsible for purchasing and maintaining Owner's Protective Liability insurance with Owner, and Engineer as named insureds.
   2. This insurance shall have the same limits of liability as the Commercial General Liability insurance and shall protect Owner and Engineer against any and all claims and liabilities for injury to or death of persons, or damage to property caused in whole or in part by, or alleged to have been caused in whole or in part by, negligent acts or omissions of Contractor or Subcontractors or any agent, servant, worker, or employee of Contractor or Subcontractors arising from the operations under the Contract Documents.
   3. This insurance may be provided by endorsement to Contractor's Commercial General Liability insurance policy.

D. Property Insurance:
   1. Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full insurable value thereof (subject to such deductible amounts as follows) or as required by Laws or Regulations. This insurance shall:
      a. be on the completed value form and include the interests of Owner, Contractor, Subcontractors, Engineer, and Engineer's Consultants, and the officers, directors, partners, employees, agent, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;
      b. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and Equipment and Materials, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, terrorism, and such other perils (as flood, earthquake, explosions, collapse, underground hazard) or causes of loss as may be specifically required in the Contract Documents;
      c. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals);

d. cover Equipment and Materials stored at the Site or at another location that was agreed to in writing by Engineer prior to being incorporated in the Work, provided that such Equipment and Materials have been included in an Application for Payment recommended by Engineer;
e. allow for partial utilization of the Work by Owner;
f. include testing and startup;
g. be maintained in effect until final payment (or the Owner assumes beneficial occupancy and agrees to provide insurance coverage for the facilities so occupied) is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days' written notice to each other additional insured to whom a certificate of insurance has been issued; and
h. have a deductible amount of $ 10,000.

2. Contractor shall purchase and maintain such boiler and machinery insurance or additional property insurance as required by Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, Engineer, and Engineer's Consultants in the Work, each of whom is deemed to have an insurable interest and shall be listed as insured or additional insured parties.
3. All policies of insurance required to be purchased and maintained in accordance with Paragraph 5.02D will contain a provision or endorsement that the coverage afforded will not be cancelled or materially changed or renewal refused until at least 30 days' prior notice by certified mail has been given to Owner and Contractor and to each additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.02F below.
4. Copies of the policies shall be furnished for property insurance. Certificates will not be acceptable.

E. Transit Insurance:
1. Transit insurance shall be furnished by Contractor to protect Contractor and Owner from all risks of physical loss or damage to Equipment and Materials, not otherwise covered under other policies, during transit from point of origin to the Site of installation or erection.
2. This insurance shall be written on an "All Risk" basis with additional coverages applicable to the circumstances that may occur in the particular Work included in this Contact.
3. This insurance shall be in an amount not less than 100% of the manufactured or fabricated value of items exposed to risk in transit at any one time.
4. This insurance shall contain a waiver of rights of subrogation the insurer may have or acquire against Engineer.

F. Waiver of Rights:
1. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.02D will protect Owner, Contractor, Subcontractors, Engineer, Engineer's Consultants, and other individuals or entities endorsed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or

damage, the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder; and if the insurers require separate waiver forms to be signed by Engineer or Engineer's Consultants, Owner will obtain the same, and if such waiver forms are required of any Subcontractor, Contractor shall obtain the same.

2. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies required by Paragraph 5.02D and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, Engineer, Engineer's Consultants, and all other individuals or entities endorsed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. As required by Paragraph 6.05D, each subcontract between Contractor and a Subcontractor shall contain similar waiver provisions by the Subcontractor in favor of Owner, Contractor, Engineer, Engineer's Consultants, and all other parties endorsed as insureds or additional insureds. None of the above waivers shall extend to the rights that any of the insured parties may have to proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

G. Receipt and Application of Insurance Proceeds:

1. Any insured loss under the policies of insurance required by Paragraph 5.02D will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.02G.2. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied to account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.
2. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection is made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties upon the occurrence of an insured loss.

H. Acceptance of Insurance:

1. If Owner has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by Contractor in accordance with Paragraph 5.02 on the basis of non-conformance with the Contract Documents, Owner shall so notify Contractor in writing thereof

within 10 days of the date of delivery of such certificates and other evidence of insurance to Owner required by Paragraph 2.05C.

2. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request If either party does not purchase or maintain all of the insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

I. Partial Utilization, Acknowledgment of Property Insurer:

1. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.06, no such use or occupancy shall commence before the insurers providing property insurance pursuant to Paragraph 5.02D have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 SUPERVISION AND SUPERINTENDENCE:

A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work, but Contractor shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence, or procedure of construction which is indicated in and required by the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents.

B. Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.

C. When manufacturer's field services in connection with the erection, installation, start-up, or testing of Equipment furnished under this Contract, or instruction of

Owner's personnel thereon are specified, Contractor shall keep on the Work, during its progress or as specified, competent manufacturer's field representatives and any necessary assistants.

6.02 LABOR, EQUIPMENT, AND MATERIALS:

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site. Except in connection with the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and Contractor will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without Engineer's written consent.

B. Unless otherwise specified in the General Requirements, Contractor shall furnish and assume full responsibility for all Equipment and Materials, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up, and completion of the Work.

C. All Equipment and Materials shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by Engineer, Contractor shall furnish to Engineer satisfactory evidence (including reports of required tests) as to the kind and quality of Equipment and Materials. All Equipment and Materials shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to Engineer, or any of Engineer's consultants, agents, or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.10C and 9.10D.

D. All Equipment and Materials incorporated in the Work shall be designed to meet the applicable safety standards of federal, state, and local Laws and Regulations.

E. Domestic Product Procurement: As further specified elsewhere in these or referenced documents.

6.03 ADJUSTING PROGRESS SCHEDULE:

A. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

6.04 SUBSTITUTES OR "OR-EQUAL" ITEMS:

A. Whenever an item of Equipment or Material is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or

is followed by words reading that no like, equivalent, or "or-equal" item or no substitute is permitted, other items of Equipment or Material of other Suppliers may be submitted by Contractor to Engineer for review under the circumstances described below.

1. "Or-Equal" Items: If in Engineer's sole discretion an item of Equipment or Material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For purposes of this Paragraph 6.04A.1, a proposed item of Equipment or Material will be considered functionally equal to an item so named if:
   a. In the exercise of reasonable judgment Engineer determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;
   b. Contractor certifies that: (i) there is no increase in cost to Owner; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.
   c. "Or-Equal" will not be considered until after Award of Contract.
2. Substitute Items:
   a. If in Engineer's sole discretion an item of Equipment or Material proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.04A.1, it will be considered a proposed substitute item.
   b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of Equipment or Material proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of Equipment or Materials will not be accepted by Engineer from anyone other than Contractor.
   c. The procedure for review by Engineer will be as set forth in Paragraph 6.04A.2.d, as may be supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.
   d. Contractor shall first make written application to Engineer for review of a proposed substitute item of Equipment or Material that Contractor seeks to furnish or use. The application shall certify that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute will prejudice Contractor's achievement of Substantial Completion on time; whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for work on the Project) to adapt the design to the proposed substitute item; and whether or not incorporation or use of the proposed substitute item in connection

with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by Engineer in evaluating the proposed substitute item. Engineer may require Contractor to furnish additional data about the proposed substitute item.

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

B. If a specific means, method, technique, sequence, or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or use a substitute means, method, sequence, technique, or procedure of construction acceptable to Engineer, if Contractor submits sufficient information to allow Engineer to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by Engineer will be similar to that provided in Paragraph 6.04A.2 as applied by Engineer and as may be supplemented in the General Requirements.

C. Engineer will be allowed a reasonable time within which to evaluate each proposed substitute or "or-equal" item. Engineer will be the sole judge of acceptability, and no substitute or "or-equal" will be ordered, installed, or used until Engineer's review is complete, which will be evidenced by either (i) a Change Order for a substitute, or (ii) an approved Submittal for an "or-equal." Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. Engineer will record time required by Engineer and, Engineer's Consultants, in evaluating substitute proposed or submitted by Contractor pursuant to Paragraphs 6.04A.2 and 6.04B and in making changes in the Contract Documents or in the provisions of any other direct contract with Owner for work on the Project occasioned thereby. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of, Engineer, and Engineer's Consultants for evaluating each such proposed substitute.

6.05 CONCERNING SUBCONTRACTORS, SUPPLIERS, AND OTHERS:

A. Contractor shall not employ any Subcontractor, Supplier, or other person or organization (including those acceptable to Owner and Engineer as indicated in Paragraph 6.05B), whether initially or as a substitute, against whom Owner or Engineer may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other person or organization to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Contract Documents require the identity of certain Subcontractors, Suppliers, or other persons or organizations (including those who are to furnish the principal items of Equipment and Materials) to be submitted to Owner within the required time after Bid opening prior to the Effective Date of the Agreement for acceptance by Owner and Engineer and if Contractor has submitted a list thereof, Owner's or

Engineer's 'acceptance (either in writing or by failing to make written objection thereto) of any such Subcontractor, Supplier, or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case Contractor shall submit an acceptable substitute, the Contract Price will be increased by the difference in the cost occasioned by such substitution, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by Owner or Engineer of any such Subcontractor, Supplier, or other person or organization shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between Owner, or Engineer and any such Subcontractor, Supplier, or other person or organization, nor shall it create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other person or organization except as may otherwise be required by Laws and Regulations.

D. All Work performed for Contractor by a Subcontractor will be pursuant to an appropriate agreement between Contractor and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer and contains waiver provisions as required by Paragraph 5.02F. Contractor shall pay each Subcontractor a just share of any insurance moneys received by Contractor on account of losses under policies issued pursuant to Paragraph 5.02D.

6.06 PATENT FEES AND ROYALTIES:

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. Contractor shall indemnify and hold harmless Owner and Engineer and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorneys' fees and court and arbitration costs) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

6.07 PERMITS:

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when

necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids. Fees for permits issued by the City will be waived and the Permits issued by the City necessary for the work are required. Contractor shall pay all charges of utility owners for connections to the Work, and Owner shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

6.08 LAWS AND REGULATIONS:

A. Contractor shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor observes that the Specifications or Drawings are at variance with any Laws or Regulations, Contractor shall give Engineer prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in Paragraph 3.02. If Contractor performs any Work knowing or having reason to know that it is contrary to such Laws or Regulations, and without such notice to Engineer, Contractor shall bear all costs arising therefrom; however, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with such Laws and Regulations.

6.09 TAXES:

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid or withheld by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.10 USE OF PREMISES:

A. Contractor shall confine construction equipment, the storage of Equipment and Materials, and the operations of workers to the Project Site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits, and easements, and shall not unreasonably encumber the premises with construction equipment or other equipment and materials. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against Owner or Engineer by any such owner or occupant because of the performance of the Work, Contractor shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at Law. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold Owner and Engineer harmless from and against all claims, damages, losses, and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals, and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against Owner or Engineer to the extent based on a claim arising out of Contractor's performance of the Work.

B. During the progress of the Work, Contractor shall keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish, and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the Site clean and ready for occupancy by Owner. Contractor shall restore to original condition all property not designated for alteration by the Contract Documents.

C. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.11 RECORD DOCUMENTS:

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Test Records, Field Orders, and written interpretations and clarifications (issued pursuant to Paragraph 9.04) in good order and annotated to show all changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Submittals shall be available to Engineer for reference. Upon completion of the Work, these record documents and Submittals shall be delivered to Engineer for Owner.

B. Receipt and acceptance of record documents will be a prerequisite for final payment on the Contract.

C. 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 as directed by the City and within the deadlines established by City staff.

6.12 SAFETY AND PROTECTION:

A. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. All employees on the Work and other persons and organizations who may be affected thereby;
2. All the Work and Materials and Equipment to be incorporated therein, whether in storage on or off the Site; and
3. Other property at the Site or adjacent thereto, including trees shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and

replacement of their property. All damage, injury or loss to any property referred to in Paragraph 6.12A.2 or 6.12A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor). Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.09A that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

C. Contractor shall designate a responsible representative at the Site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to Owner and Engineer.

6.13 EMERGENCIES:

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor, without special instruction or authorization from Engineer or Owner, is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Engineer determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order will be issued to document the consequences of the changes or variations.

6.14 SUBMITTALS:

A. After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, Contractor shall submit to Engineer for review and acceptance by Engineer, in accordance with the accepted schedule of submissions, copies of Submittals which will bear the required information that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as Engineer may require. The data shown on Submittals will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to enable Engineer to review the information as required.

B. Before submission of each Submittal, Contractor shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar data with respect thereto and reviewed or coordinated each Submittal with other Submittals and with the requirements of the Work and the Contract Documents.

C. At the time of each submission, Contractor shall give Engineer specific written notice of each variation that the Submittal may have from the requirements of the Contract

Documents, and in addition, shall cause a specific notation to be made on each Submittal submitted to Engineer for review and approval of each such variation.

D. Engineer will review Submittals with reasonable promptness, but Engineer's review and acceptance will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences, or procedures of construction (except where a specific means, method, technique, sequence, or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. Contractor shall make corrections required by Engineer, and shall return the required number of corrected copies of Submittals and resubmit as required for review and acceptance. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.

E. Engineer's review and acceptance of Submittals shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents. Contractor shall in writing call Engineer's attention to each and every variation at the time of submission. Engineer will show approval of each such variation by a specific written notation thereof incorporated in or accompanying the Submittal. Acceptance by Engineer shall not relieve Contractor from responsibility for errors or omissions in the Submittals.

F. Where a Submittal is required by the Specifications, any related Work performed prior to Engineer's review and acceptance of the pertinent submission will be the sole expense and responsibility of Contractor.

6.15 CONTINUING THE WORK:

A. Contractor shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with Engineer or Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.03 or as Contractor and Owner may otherwise agree in writing.

6.16 INDEMNIFICATION:

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner, Engineer, Engineer's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, damages, losses and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals, and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense:

1. Is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and
2. Is caused in whole or in part by any negligent act or omission of Contractor, any Subcontractor, any person, or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is

caused in part by a party indemnified hereunder or arises by or is imposed by Laws and Regulations regardless of the negligence of any such party.

B. In any and all claims against Owner or Engineer or any of their consultants, agents, or employees by any employee of Contractor, any Subcontractor, any person, or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.16A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

C. The obligations of Contractor under Paragraph 6.16A shall not extend to the liability of Engineer, Engineer's Consultants, agents, or employees arising out of:
   1. The preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs, or specifications.
   2. The giving of or the failure to give communications by Engineer, their agents, or employees provided such giving or failure to give is the primary cause of injury or damage.

D. If necessary for enforcement of any indemnification and hold harmless requirement herein, or if applicable law requires the Contractor to obtain specified limits of insurance to insure any indemnity obligation; then Contractor shall obtain such applicable coverage with minimum limits not less than any specified in Paragraph 5.02B herein, the cost to be recovered and included in the Contract Price, and any indemnity attributable to the negligence of any indemnified party shall be limited to such insurance.

ARTICLE 7 - OTHER WORK

7.01 RELATED WORK AT SITE:

A. Owner may perform other work related to the Project at the Site by Owner's own forces, have other work performed by utility owners, or let other direct contracts therefor which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to Contractor prior to starting any such other work; and, if Contractor believes that such performance will involve additional expense to Contractor or requires additional time and the parties are unable to agree as to the extent thereof, Contractor may make a claim therefor as provided in Articles 11 and 12.

B. Contractor shall afford each utility owner and other contractor who is a party to such a direct contract (or Owner, if Owner is performing the additional work with Owner's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs; Contractor shall do all cutting, fitting, and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected.

C. If any part of Contractor's Work depends for proper execution or results upon the work of any such other contractor or utility owner or Owner, Contractor shall inspect and promptly report to Engineer in writing any delays, defects, or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure so to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work except for latent or nonapparent defects and deficiencies in the other work.

7.02 COORDINATION:

A. If Owner contracts with others for the performance of other work on the Project at the Site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the General Requirements, and the specific matters to be covered by such authority and responsibility will be itemized, and the extent of such authority and responsibilities will be provided.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 COMMUNICATIONS:

A. Owner shall issue all communications to Contractor through Engineer.

8.02 CHANGE OF ENGINEER :

A. In case of termination of the employment of Engineer, Owner shall appoint, subject to the requirements of Section 00001 CERTIFICATIONS and Arkansas State Law an engineer against whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer. Any dispute in connection with such appointment shall be addressed as discussed in Article 16.

8.03 REQUIRED DATA:

A. Owner shall furnish the data required of Owner under the Contract Documents promptly and shall make payments to Contractor promptly after they are due as provided in Paragraphs 14.04A and 14.09A.

8.04 LANDS AND EASEMENTS:

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.04.

8.05 INSURANCE:

A. Owner's responsibilities in respect of purchasing and maintaining insurance are set forth in Paragraph 5.02.

8.06 CHANGE ORDERS:

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.01.

8.07 INSPECTIONS AND TESTS:

A. Owner's responsibility in respect of certain inspections, tests and approvals is set forth in Paragraph 13.03B.

8.08 STOPPING THE WORK:

A. In connection with Owner's right to stop Work or suspend Work, see Paragraphs 13.06 and 15.02. Paragraph 15.02A deals with Owner's right to terminate services of Contractor under certain circumstances.

8.09 LIMITATIONS ON OWNER'S RESPONSIBILITIES:

A. Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 OWNER'S REPRESENTATIVE:

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and shall not be extended without written consent of Owner and Engineer.

B. Owner and Contractor are reminded of the requirements of Arkansas State Law **§22-9-101.** Observation by registered professionals required.

9.02 VISITS TO SITE:

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous on-Site inspections to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-Site observations as an experienced and qualified design professional, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defects and deficiencies in the Work.

9.03 PROJECT REPRESENTATION:

A. Engineer may furnish Resident Project Representative and assistants to assist Owner and Engineer in observing the performance of the Work.
   1. Communications pertaining to Submittals, written interpretations, and Change Orders shall be directed to Engineer at his home office.
   2. Communications pertaining to day-to-day operations at the Site shall be directed to Resident Project Representative.

3. Resident Project Representative and his assistants will conduct observations of the Work in progress to assist Engineer in determining that the Work is proceeding in accordance with the Contract Documents.
4. Resident Project Representative will not have authority to permit any deviation from the Contract Documents, except with concurrence of Owner and Engineer.

9.04 CLARIFICATIONS AND INTERPRETATIONS:

A. Engineer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of drawings or otherwise) as Engineer may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If Contractor believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Times and the parties are unable to agree to the amount or extent thereof, Contractor may make a claim therefor as provided in Article 11 or Article 12.

9.05 AUTHORIZED VARIATIONS IN WORK:

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner, and also on Contractor who shall perform the Work involved promptly.

9.06 REJECTING DEFECTIVE WORK:

A. Engineer will have authority to disapprove or reject Work which Engineer believes to be defective, and will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.05B, whether or not the Work is fabricated, installed, or completed.

B. Resident Project Representative will have authority, subject to final decision of Engineer, to disapprove or reject any defective workmanship, Equipment, or Material.

9.07 SUBMITTALS, CHANGE ORDERS, AND PAYMENTS:

A. In connection with Engineer's responsibility for Submittals, see Paragraph 6.14.

B. In connection with Engineer's responsibilities as to Change Orders, see Articles 10, 11, and 12.

C. In connection with Engineer's responsibilities in respect of Applications for Payment, see Article 14.

9.08 DETERMINATIONS FOR UNIT PRICES:

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon to the Owner. Engineer will provide approval by recommendation of an Application for Payment to the Owner or return Application to Engineer for further review.

B. Engineer's written decisions thereon will be final and binding upon Owner and Contractor, unless, within ten days after the date of any such decision, either Owner or Contractor delivers to the other party to the Agreement and to Engineer written notice of intention to appeal such a decision.

9.09 DECISIONS ON DISPUTES:

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes, and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Times will be referred initially to Engineer in writing with a request for a formal decision in accordance with this Paragraph, which Engineer will render in writing within a reasonable time. Written notice of each such claim, dispute, and other matter will be delivered by the claimant to Engineer and the other party to the Agreement promptly (but in no event later than 30 days) after the occurrence of the event giving rise thereto, and written supporting data shall be delivered to Engineer and the other party within 60 days after such occurrence unless Engineer allows an additional period of time to ascertain more accurate data in support of the claim. Owner may request written review by Engineer of claims, disputes, and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents.

B. When functioning as interpreter and judge under Paragraphs 9.08 and 9.09A, Engineer will not show partiality to Owner or Contractor and Engineer will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by Engineer with respect to any such claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in Paragraph 14.11) will be a condition precedent to any exercise by Owner or Contractor of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute, or other matter.

9.10 LIMITATIONS ON ENGINEER'S RESPONSIBILITIES:

A. Neither Engineer's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of Engineer to Contractor, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

B. Whenever in the Contract Documents the terms "as directed", "as required", "as allowed", "as approved", or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review, or judgment of Engineer as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to Engineer any duty or authority to supervise or direct the furnishing or performance of the Work or any

duty or authority to undertake responsibility contrary to the provisions of Paragraphs 9.10C or 9.10D.

C. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform or furnish the Work in accordance with the Contract Documents.

D. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

E. The presence or absence of Engineer, or any of their representatives will not act to relieve Contractor of any responsibility or of any guarantee of his performance. Neither will observation by Engineer, or any of their representatives in any way be understood to relieve Contractor of any responsibility for proper supervision of the Work at all times.

F. Review by Engineer of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.08A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

G. The limitations upon authority and responsibility set forth in this Paragraph 9.10 shall also apply to Engineer's Consultants, Resident Project Representative, and assistants.

ARTICLE 10 - CHANGES IN THE WORK

10.01 GENERAL:

A. Without invalidating the Agreement and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work; these will be authorized by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which shall be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

1. There shall be no changes without prior written approval of the Engineer of Record and/or the City's designated Professional Engineer.

B. If Owner and Contractor are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or a shortening of the Contract Times that should be allowed as a result of a Work Change Directive, a claim may be made therefore as provided in Article 11 or 12.

C. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents as amended, modified, and supplemented as provided in Paragraphs 3.02A and 3.02C, except in the case of an emergency as provided in Paragraph 6.13 and except in the case of uncovering Work as provided in Paragraph 13.05B.

D. Owner and Contractor shall execute appropriate Change Orders (or Written Amendments) covering:
   1. Changes in the Work which are ordered by Owner pursuant to Paragraph 10.01A, are required because of acceptance of defective Work under Paragraph 13.09 or correcting defective Work under Paragraph 13.10, or are agreed to by the parties;
   2. Changes in the Contract Price or Contract Times which are agreed to by the parties; and
   3. Changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 9.09A, provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the progress schedule as provided in Paragraph 6.15.

E. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be Contractor's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

ARTICLE 11 - CHANGE OF CONTRACT PRICE

11.01 GENERAL:

A. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the Work. All duties, responsibilities, and obligations assigned to or undertaken by Contractor shall be at his expense without change in the Contract Price.

B. The Contract Price may only be changed by a Change Order or a Written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to Engineer promptly (but in no event later than 30 days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within 60 days after such occurrence (unless Engineer allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the claimant is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Price shall be determined by Engineer in accordance with Paragraph 9.09A if Owner and Contractor cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Paragraph 11.01B.

C. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:
   1. Where the Work involved is covered by Unit Prices contained in the Contract Documents, by application of Unit Prices to the quantities of the items involved (subject to the provisions of Paragraphs 11.05A through 11.05C, inclusive).

2. By mutual acceptance of a lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.03A.2.a.
3. On the basis of the Cost of the Work (determined as provided in Paragraphs 11.02A and 11.02B) plus a Contractor's Fee for overhead and profit (determined as provided in Paragraphs 11.03A and 11.03B).

11.02 COST OF THE WORK:

A. The term Cost of the Work means the sum of all costs necessarily incurred and paid by Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Paragraph 11.02B.

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the Site. The expenses of performing Work after regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
2. Cost of all Equipment and Materials furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to the Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from Subcontractors acceptable to Contractor and shall deliver such bids to Owner who will then determine, with the advice of Engineer, which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as Contractor's Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
   a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Costs, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of Contractor.
c. Rentals of all construction equipment and machinery and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, installation, dismantling, and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
d. Sales, consumer, use, or similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.
e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
f. Losses and damages not compensated by insurance or otherwise, to the Work or otherwise sustained by Contractor in connection with the performance and furnishing of the Work provided they have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable; shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the cost of the Work for the purpose of determining Contractor's fee. If, however, any such loss or damage requires reconstruction and Contractor is placed in charge thereof, Contractor shall be paid for services a fee proportionate to that stated in Paragraph 11.03A.2.
g. The cost of utilities, fuel, and sanitary facilities at the Site.
h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.
i. Cost of premiums for additional Bonds and insurance required because of changes in the Work and premiums for property insurance coverage within the limits of the deductible amounts established by Owner in accordance with Paragraph 5.02D.4.

B. The term Cost of the Work shall not include any of the following:
1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor whether at the Site or in Contractor's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.02A.1 or specifically covered by Paragraph 11.02A.4, all of

which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work, and charges against Contractor for delinquent payments.
4. Cost of premiums for all Bonds and for all insurance whether or not Contractor is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 11.02A.5.i above).
5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 11.02A.

11.03 CONTRACTOR'S FEE:

A. The Contractor's Fee allowed to Contractor for overhead and profit shall be determined as follows:
   1. A mutually acceptable fixed fee; or if none can be agreed upon,
   2. A fee based on the following percentages of the various portions of the Cost of the Work:
      a. For costs incurred under Paragraphs 11.02A.1 and 11.02A.2, the Contractor's Fee shall be 10%(negotiable with Owner);
      b. For costs incurred under Paragraph 11.02A.3, the Contractor's Fee shall be 5%; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to Contractor on account of overhead and profit of all Subcontractors shall be 10%(negotiable with Owner);
      c. Where one or more tiers of subcontracts are on the basis of the Cost of the Work Plus a Fee and no fixed fee is agreed upon, the intent of Paragraphs 11.03A and 11.02A.1 through A.3 is that the Subcontractor who actually performs or furnishes the Work, at whatever tier, will be paid a fee of ten percent (10%) of the costs incurred by such Subcontractor under Paragraphs 11.02A.1 and 11.02A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent (5%) of the amount paid to the next lower tier Subcontractor.
      d. No fee shall be payable on the basis of costs itemized under Paragraph 11.02A.4, 11.02A.5 and 11.02B;
      e. The amount of credit to be allowed by Contractor to Owner for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in Contractor's Fee by an amount equal to 10% of the net decrease; and
      f. When both additions and credits are involved in any one change, the adjustment in Contractor's Fee shall be computed on the basis of the net change in accordance with Paragraphs 11.03A.2.a through 11.03A.2.d, inclusive.

B. Whenever the cost of any Work is to be determined pursuant to Paragraph 11.02A or 11.02B, Contractor will submit in form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.04 CASH ALLOWANCES:

A. Not applicable.

11.05 UNIT PRICE WORK:

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established Unit Prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer in accordance with Paragraph 9.08.

B. Each Unit Price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

C. Where the quantity of any item of Unit Price Work performed by Contractor exceeds the estimated quantity of such item indicated in the Agreement by twenty-five percent or more and there is no corresponding adjustment with respect to any other item of Work and if Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may make a claim for an increase in the Contract Price in accordance with Article 11 if the parties are unable to agree as to the amount of any such increase.

11.06 RIGHT OF AUDIT:

A. Owner shall have the right to inspect and audit all of Contractor's books, records, correspondence, instructions, drawings, receipts, payment records, vouchers, and memoranda relating to the Work, and Contractor shall preserve all such records and supporting documentation for a period of three years after date of Final Payment. Contractor hereby grants to Owner the authority to enter Contractor's premises for the purpose of inspection of such records and supporting documentation or, at Contractor's option, Contractor may make such records and supporting documentation available to Owner at a location satisfactory to Owner.

B. All of the records and supporting documentation shall be open to inspection and subject to audit and reproduction by Owner or its authorized representative for any and all purposes, including but not limited to (i) compliance with the Contract Documents; (ii) proper pricing of Change Orders; and (iii) claims submitted by or against Contractor or any Subcontractor or Supplier in connection with any performance under the Contract Documents.

ARTICLE 12 - CHANGE OF CONTRACT TIMES

12.01 GENERAL:

A. The Contract Times may only be changed by a Change Order or a Written Amendment. Contractor, in undertaking to complete the Work within the Contract Times, shall take into consideration and make allowances for all of the ordinary delays and hindrances incident to such Work, whether growing out of delays in securing equipment or materials or workmen or otherwise.

B. Adjustments to the Contract Times will be made for delays in completion of the Work from causes beyond Contractor's control, including the following:

1. Federal embargoes, priority orders, or other restrictions imposed by the United States Government.
2. Unusual delay in fabrication or shipment of Equipment or Materials required in the Work, whether ordered by Contractor or furnished by Owner or others under separate contract.
3. Strikes and other labor disputes.
4. Delays caused by court proceedings.
5. Change Orders.
6. Neglect, delay, or default of any other contractor employed by Owner.
7. Unusual construction delays resulting from weather conditions abnormal to the geographical area and to the season of the year such as above normal continuous days of precipitation, above normal amount of precipitation within a 24 hour period, or above normal days of extreme cold or hot temperature conditions affecting installation / application due to manufacturers or specifications limitations. These conditions will not be cause for extensions of time if abnormal weather conditions do not affect the stage of construction. All claims for extension of time due to abnormal weather conditions must be substantiated with evidence from a weather bureau or other authoritative source. Weather conditions normal to the geographical area and to the season of the year shall be taken into consideration in the Bid. Normal conditions shall be defined as the average number of days, amounts, or both over a 5-year period averaged per season.
8. Conflicts, errors or discrepancies in the Contract Documents reported to Engineer as provided in these General Conditions.
9. Any failure or delay by Contractor in supplying equipment, materials, work, or services that are Year 2000 compliant or failure or delay by Contractor's Subcontractors or Suppliers in providing equipment, materials, work, or services as a result of Subcontractors' or Suppliers' lack of Year 2000 compliance in their own operations, systems, or processes used to provide or deliver equipment, material, work, or services shall not be considered to be caused by events beyond Contractor's control. Such Year 2000 compliance problems shall not constitute a basis for delay in completion of the Work, adjustment to the Contract Times, or an excuse for Contract nonperformance.

C. Owner shall award extensions of the Contract Times on account of such causes of delay, provided that adequate evidence is presented to enable Engineer to determine with exactness the extent and duration of delay for each item involved.

D. No extension to the Contract Times will be granted for delays involving only portions of the Work, or which do not directly affect the time required for completion of the entire Work.

E. Any claim for an extension to the Contract Times shall be delivered in writing to Owner and Engineer within ten days of the occurrence of the event giving rise to the claim. All claims for adjustment to the Contract Times will be determined by Engineer if Owner and Contractor cannot otherwise agree. Any change to the Contract Times resulting from any such claim will be incorporated in a Change Order or a Written Amendment.

F. All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 12 shall not exclude recovery for damages (including but not limited to fees and charges of engineers, architects, attorneys and other professionals, and court and arbitration costs) for delay by either party.

ARTICLE 13 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

13.01 WARRANTY AND GUARANTEE:

A. Contractor warrants and guarantees to Owner and Engineer that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to Contractor. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

B. No provision in the Contract Documents nor any specified guarantee time limit shall be held to limit Contractor's liability for defects to less than the legal limit of liability in accordance with the Law.

C. All Equipment and Materials furnished by Contractor for the Work shall carry a written guarantee from the manufacturer or Supplier of such items when called for in the Specifications. Written guarantees shall be submitted to Engineer with other Submittals. Engineer will transmit such guarantees to Owner for review.

13.02 ACCESS TO THE WORK:

A. Engineer and Engineer's representatives, other representatives of Owner, testing agencies, and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide proper and safe conditions for such access.

13.03 TESTS AND INSPECTIONS:

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03C and 13.03D below;

2. that costs incurred in connections with tests or inspections conducted pursuant to Paragraph 13.05B shall be paid as provided in said Paragraph 13.05B; and
3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested, or approved, Contractor shall assume full responsibility therefor, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection, testing, or approval.

D. Contractor shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with Owner's or Engineer's acceptance of a Supplier of Materials or Equipment proposed to be incorporated in the Work, or of Materials or Equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

E. All inspections, tests, or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to Owner and Contractor (or by Engineer if so specified).

F. If any Work (including the work of others) that is to be inspected, tested, or approved is covered without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

G. Neither observations by Engineer nor inspections, tests, or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

13.04 DEFECTIVE WORK:

A. The term "defective" is used in these documents to describe Work that is unsatisfactory, faulty, not in conformance with the requirements of the Contract Documents, or not meeting the requirements of any inspection, test, approval, or acceptance required by Law or the Contract Documents.

B. Any defective Work may be disapproved or rejected by Engineer at any time before final acceptance even though it may have been overlooked and included in a previous Application for Payment.

C. Prompt notice will be given by Engineer to Contractor of defects as they become evident.

13.05 UNCOVERING WORK:

A. If any Work is covered contrary to the written request of Engineer, it shall, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective,

Contractor shall bear all direct, indirect, and consequential costs of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals); and Owner shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefor as provided in Article 11. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, Contractor may make a claim therefor as provided in Articles 11 and 12.

13.06 OWNER MAY STOP THE WORK:

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor or any other party.

13.07 CORRECTION OR REMOVAL OF DEFECTIVE WORK:

A. If required by Engineer, Contractor shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by Engineer, remove it from the Site and replace it with nondefective Work. Contractor shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals) made necessary thereby.

13.08 TWO-YEAR WARRANTY AND CORRECTION PERIOD:

A. Before final acceptance of the project, the contractor shall provide a maintenance bond in accordance with section 158.03 of the City of Fayetteville Unified Development Code. The bond shall be in the amount of 25% of the total contract price for a period of two years from the date of Substantial Completion. If within two years after the Date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work, or, if it has been rejected by Owner, remove it from the Site and replace it with nondefective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect, and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals) will be paid by Contractor. In special circumstances where a particular item of Equipment is placed in continuous service before Substantial Completion of all the Work, the correction

period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

13.09 ACCEPTANCE OF DEFECTIVE WORK:

A. If, instead of requiring correction or removal and replacement of defective Work, Owner and, prior to Engineer's recommendation of final payment, also Engineer prefers to accept it, Owner may do so. Contractor shall bear all direct, indirect, and consequential costs attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys, and other professionals). If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, Owner may make a claim therefor as provided in Article 11. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.10 OWNER MAY CORRECT DEFECTIVE WORK:

A. If Contractor fails within a reasonable time after written notice of Engineer to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.07, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days' written notice to Contractor, correct and remedy any such deficiency. In exercising the rights and remedies under this Paragraph, Owner shall proceed expeditiously.

B. To the extent necessary to complete corrective and remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment, and machinery at the Site and incorporate in the Work all Equipment and Materials stored at the Site or for which Owner has paid Contractor but which are stored elsewhere.

C. Contractor shall allow Owner, Owner's representatives, agents, and employees such access to the Site as may be necessary to enable Owner to exercise the rights and remedies under this Paragraph.

D. All direct, indirect, and consequential costs of Owner in exercising such rights and remedies will be charged against Contractor in an amount approved as to reasonableness by Engineer,, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, Owner may make a claim therefor as provided in Article 11. Such direct, indirect, and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs, and all costs of repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

E. Contractor shall not be allowed an extension of the Contract Times because of any delay in performance of the Work attributable to the exercise by Owner of Owner's rights and remedies hereunder.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 SCHEDULE OF VALUES:

A. The schedule of values established will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 APPLICATION FOR PROGRESS PAYMENT:

A. Not later than the 15th day of each month, or on the next business day thereafter, (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

B. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

C. If payment is requested on the basis of Equipment and Materials not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the Equipment and Materials free and clear of all liens, charges, security interests, and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the Equipment and Materials are covered by appropriate property insurance and other arrangements to protect Owner's interest therein, all of which will be satisfactory to Owner.

D. The amount of retainage with respect to progress payments will be as stipulated in Paragraph 14.04G.

14.03 CONTRACTOR'S WARRANTY OF TITLE:

A. Contractor warrants and guarantees that title to all Work, Materials, and Equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 REVIEW OF APPLICATION FOR PROGRESS PAYMENT:

A. Engineer will, within seven days after receipt of each Application For Payment, either indicate in writing a recommendation of payment and present the Application to Owner (subject to the provisions of the last sentence of Paragraph 14.04D), or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application. After the required internal reviews and processing by the Owner, the Owner will diligently proceed to make

payment to the Contractor, in accordance with the approved payment request, within 30 days. All efforts will be made to make payments within the 30 day period, but the Owner cannot guarantee the 30 days maximum time.

B. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's on-Site observations of the Work in progress as experienced and qualified design professionals and on Engineer's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of Engineer's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.08, and to any other qualifications stated in the recommendation); and that Contractor is entitled to payment of the amount recommended. However, by recommending any such payment, Engineer will not thereby be deemed to have represented that exhaustive or continuous on-Site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents, or that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or Owner to withhold payment to Contractor.

C. Engineer's recommendation of final payment will constitute an additional representation by Engineer to Owner that the conditions precedent to Contractor's being entitled to final payment as set forth in Paragraph 14.09 have been fulfilled.

D. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make such representations to Owner. Engineer may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

1. The Work is defective, or completed Work has been damaged requiring correction or replacement.
2. Written claims have been made against Owner or Liens have been filed in connection with the Work.
3. The Contract Price has been reduced by Written Amendment or Change Order
4. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.10,
5. Of Engineer's 'actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02B.
6. Of Contractor's unsatisfactory prosecution of the Work in accordance with the Contract Documents.
7. Contractor's failure to make payment to Subcontractors, or for labor, Materials, or Equipment, or
8. Engineer shall not certify payments requesting more than eighty (80) percent of the Contract amount until such time as all operation, maintenance, repair,

and replacement manuals, and product data has been furnished by the Contractor to the Owner.

E. Owner may refuse to make payment of the full amount recommended by Engineer because claims have been made against Owner on account of Contractor's performance of furnishing of the Work, or Liens have been filed in connection with the Work, or there are other items entitling Owner to a set-off against the amount recommended, but Owner must give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action.

F. When all grounds for withholding payment are removed, payment will be made in the amounts withheld because of them.

G. Progress payments will be in the amount of 95% of the amount of the Work completed and 100% of Equipment and Materials suitably stored and documented as indicated on the Application for Payment less the sum of all previous payments. The owner may forego withholding retainage of the progress payments if the construction contract is fifty-percent (50%) complete and the contractor has provided the work in a satisfactory manner.

14.05 SUBSTANTIAL COMPLETION:

A. When Contractor considers the entire Work ready for its intended use, Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Within a reasonable time thereafter, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving his reasons therefor. If Engineer considers the Work substantially complete, Engineer will prepare and deliver to Owner a tentative certificate of Substantial Completion which will fix the Date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment.

C. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within fourteen days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said fourteen days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, maintenance, heat, utilities, insurance, and warranties.

E. Unless Owner and Contractor agree otherwise in writing and so inform Engineer prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

F. Owner shall have the right to exclude Contractor from the Work after the Date of Substantial Completion, but Owner shall allow Contractor reasonable access to complete or correct items on the tentative list.

14.06 PARTIAL UTILIZATION:

A. Use by Owner of any finished part of the Work, which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and useable part of the Work that can be used by Owner without significant interference with Contractor's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

1. Owner at any time may request Contractor in writing to permit Owner to use any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If Contractor agrees, Contractor will certify to Owner and Engineer that said part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.05 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
2. Owner may at any time request Contractor in writing to permit Owner to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to Engineer and within a reasonable time thereafter, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If Contractor does not object in writing to Owner and Engineer that such part of the Work is not ready for separate operation by Owner, Engineer will finalize the list of items to be completed or corrected and will deliver such list to Owner and Contractor together with a written recommendation as to the division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, maintenance, utilities, insurance, warranties, and guarantees for that part of the Work, which will become binding upon Owner and Contractor at the time when Owner takes over such operation (unless they shall have otherwise agreed in writing and so informed Engineer). During such

operation and prior to Substantial Completion of such part of the Work, Owner shall allow Contractor reasonable access to complete or correct items on said list and to complete other related Work.

3. No occupancy or separate operation of part of the Work will be accomplished prior to compliance with the requirements of Paragraph 5.02I in respect of property insurance.

14.07 FINAL INSPECTION:

A. Upon written notice from Contractor that the Work or an agreed portion thereof is complete, Engineer will make a final inspection with Owner, Engineer, and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to remedy such deficiencies.

14.08 FINAL APPLICATION FOR PAYMENT:

A. After Contractor has completed all such corrections to the satisfaction of Engineer and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents, and other documents - all as required by the Contract Documents, and after Engineer has indicated that the Work is acceptable (subject to the provisions of Paragraph 14.11), Contractor may make application for final payment following the procedure for progress payments.

B. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to Owner) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by Owner, Contractor may furnish receipts or releases in full; an affidavit of Contractor that the releases and receipts include all labor, services, Material, and Equipment for which a Lien could be filed, and that all payrolls, Equipment and Material bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor or Supplier fails to furnish a release or receipt in full, Contractor may furnish a Bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

14.09 FINAL PAYMENT AND ACCEPTANCE:

A. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation -- all as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within fourteen days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application to Owner for payment. Thereupon, Engineer will give written notice to Owner and Contractor that the Work is acceptable (subject to the provisions of Paragraph 14.11). Otherwise, Engineer will return the Application to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application. Thirty days after presentation to

Owner of the Application and accompanying documentation, in appropriate form and substance, and with Engineer's recommendation and notice of acceptability, the amount recommended by Engineer will become due and will be paid by Owner to Contractor.

B. If, through no fault of Contractor, final completion of the Work is significantly delayed and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment and recommendation of Engineer, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. The written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

C. The Final Pay Estimate will include all sums remaining to be paid.

14.10 CONTRACTOR'S CONTINUING OBLIGATION:

A. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by Engineer, nor the issuance of a certificate of Substantial Completion, nor any payment by Owner to Contractor under the Contract Documents, nor any use or occupancy of the Work or any part thereof by Owner, nor any act of acceptance by Owner nor any failure to do so, nor any review and approval of a Submittal, nor the issuance of a notice of acceptability by Engineer pursuant to Paragraph 14.09, nor any correction of defective Work by Owner will constitute an acceptance of Work not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents (except as provided in Paragraph 14.11).

14.11 WAIVER OF CLAIMS: The making and acceptance of final payment will constitute:

A. A waiver of all claims by Owner against Contractor, except claims arising from unsettled Liens, from defective work appearing after final inspection pursuant to Paragraph 14.07, or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it will not constitute a waiver by Owner of any rights in respect of Contractor's continuing obligations under the Contract Documents; and

B. A waiver of all claims by Contractor against Owner other than those previously made in writing and still unsettled.

14.12 INTEREST: NOT APPLICABLE.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 OWNER MAY SUSPEND WORK:

A. Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than 90 days by notice in writing to Contractor, and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be allowed an increase in the Contract

Price or an extension of the Contract Times, or both, directly attributable to any suspension if Contractor makes an approved claim therefor as provided in Articles 11 and 12.

15.02 OWNER MAY TERMINATE:

A. Upon the occurrence of any one or more of the following events:
   1. If Contractor commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state Law in effect at such time relating to the bankruptcy or insolvency;
   2. If a petition is filed against Contractor under any chapter of the bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against Contractor under any other federal or state Law in effect at the time relating to bankruptcy or insolvency;
   3. If Contractor makes a general assignment for the benefit of creditors;
   4. If a trustee, receiver, custodian, or agent of Contractor is appointed under applicable Law or under contract, whose appointment or authority to take charge of property of Contractor is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of Contractor's creditors;
   5. If Contractor admits in writing an inability to pay its debts generally as they become due;
   6. If Contractor persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable Equipment or Materials or failure to adhere to the progress schedule established under Paragraph 2.07 as revised from time to time);
   7. If Contractor disregards Laws or Regulations of any public body having jurisdiction;
   8. If Contractor disregards the authority of Engineer; or
   9. If Contractor otherwise violates in any substantial way any provisions of the Contract Documents;

B. Owner may, after giving Contractor (and the surety, if there be one) ten days' written notice and to the extent permitted by Laws and Regulations, terminate the services of Contractor, exclude Contractor from the Site and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion), incorporate in the Work all Equipment and Materials stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and finish the Work as Owner may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect, and consequential costs of completing the Work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals, and court and arbitration costs), such excess will be paid to Contractor. If such costs exceed such unpaid balance, Contractor shall pay the difference to Owner. Such costs incurred by

Owner will be approved as to reasonableness by Engineer and incorporated in a Change Order, but when exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

C. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due to Contractor by Owner will not release Contractor from liability.

D. Upon ten days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, Contractor shall be paid for all Work executed and any expense sustained plus reasonable termination expenses, which will include, but not be limited to, direct, indirect, and consequential costs (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals, and court and arbitration costs).

15.03 CONTRACTOR MAY STOP WORK OR TERMINATE:

A. If, through no act or fault of Contractor, the Work is suspended for a period of more than 90 days by Owner or under an order of court or other public authority, or Engineer fails to act on any Application for Payment within 30 days after it is submitted, or Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon ten days' written notice to Owner and Engineer, terminate the Agreement and recover from Owner payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if Engineer has failed to act on an Application for Payment or Owner has failed to make any payment as aforesaid, Contractor may upon ten days' written notice to Owner and Engineer stop the Work until payment of all amounts then due. The provisions of this Paragraph shall not relieve Contractor of the obligations under Paragraph 6.15 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with Owner.

ARTICLE 16 - RESOLUTION OF DISPUTES

16.01 RESOLUTION OF CLAIMS AND DISPUTES

A. Contractor's claims against Owner will be reviewed by Engineer, who shall take one or more of the following actions within ten (10) days after receipt of a claim:
   1. Request additional supporting data from the claimant;
   2. Submit a schedule to Contractor indicating reasonable time within which Engineer expects to take action;
   3. Reject the Claim in whole or in part, stating reasons for rejection;
   4. Recommend approval of the claim; or
   5. Suggest a compromise.

B. Owner's claims against Contractor will be reviewed by Contractor who shall take one or more of the following actions within ten (10) days after receipt of the Claim:
   1. Request additional supporting data from Engineer;
   2. Submit a schedule to the Engineer indicating a reasonable time within which Contractor expects to take action;
   3. Deny the claim in whole or in part, stating reasons for denial;
   4. Recommend approval of the claim; or

5. Suggest a compromise.

C. If a claim has been resolved, the Owner will prepare or obtain appropriate documentation.

D. If a claim has been denied or if no action has been taken in the manner provided in Paragraphs 16.01A or 16.01B, then the claimant, within ten (10) days thereafter, may notify the Owner, the other party, and Contractor's surety that Engineer and Contractor have been unable to resolve the claim. In that event, the Owner, pursuant to Paragraph 16.01E shall review the claim and make a decision on the claim.

E. If a claim is presented to the Owner, then the Owner shall review the claim and make a decision within fourteen (14) days.

F. Disputes that cannot be settled through negotiation or the procedures in Paragraphs 16.01A through 16.01E above, shall be settled as mutually agreed or in a court of competent jurisdiction within the State of Arkansas.

G. Arbitration shall not be used in the settlement of disputes.

ARTICLE 17 - MISCELLANEOUS

17.01 GIVING NOTICE:

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 COMPUTATION OF TIME:

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the Law of the applicable jurisdiction, such day will be omitted from the computation.

B. A calendar day of 24 hours measured from midnight to the next midnight shall constitute a day.

17.03 CLAIMS, CUMULATIVE REMEDIES:

A. Should Owner or Contractor suffer injury or damage to person or property because of any error, omission, or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this Paragraph shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

B. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Contractor by Paragraphs 6.16A, 13.01, 13.08, 13.10, 14.03, and 15.02A and all of the rights and remedies available to Owner and Engineer thereunder, are in addition to, and are not

to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply. All representations, warranties, and guarantees made in the Contract Documents will survive final payment and termination or completion of the Agreement.

17.04 FREEDOM OF INFORMATION ACT:

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

END OF DOCUMENT 00700

DOCUMENT 00800 – SUPPLEMENTARY CONDITIONS

ARTICLE 1 - LABOR RELATED REGULATIONS

1.01 SUPERSESSION.

A. These Supplemental Conditions supersede any conflicting provisions of the Contract Documents.

1.02 TRENCH AND EXCAVATION SAFETY

A. Compliance with the provisions of 29 CFR Subpart P, OSHA Standard for Excavation and Trenches Safety System is required during prosecution of the project.

B. A copy of Subpart P is included in this section.

1.03 SUBMIT WITH PROGRESS PAYMENT

A. The following items shall be submitted along with applications for progress payment:

1. Current progress schedule.

2. Summary of requests for extensions to the Contract Times during payment period.

3. Construction photographs according to Section 01325.

4. Stormwater Pollution Prevention Plan Inspection and Maintenance Report Forms completed during payment period.

1.04 CONTRACT TIMES

A. No extension to the Contract Times will be allowed for delays on Saturday, Sunday, or any legal holiday without prior approval to work on the day.

B. Time will be assessed for each day on which, in the judgement of the Engineer, 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 work hours, regardless of whether the Contractor actually works.

END OF DOCUMENT 00800

If it is necessary to stand at the outboard or inboard edge of the deckload where less than 24 inches of bulwark, rail, coaming, or other protection exists, all employees shall be provided with a suitable means of protection against falling from the deckload.

(d) *First-aid and lifesaving equipment.* (1) Provisions for rendering first aid and medical assistance shall be in accordance with subpart D of this part.

(2) The employer shall ensure that there is in the vicinity of each barge in use at least one U.S. Coast Guard-approved 30-inch lifering with not less than 90 feet of line attached, and at least one portable or permanent ladder which will reach the top of the apron to the surface of the water. If the above equipment is not available at the pier, the employer shall furnish it during the time that he is working the barge.

(3) Employees walking or working on the unguarded decks of barges shall be protected with U.S. Coast Guard-approved work vests or buoyant vests.

(e) *Commercial diving operations.* Commercial diving operations shall be subject to subpart T of part 1910, §§ 1910.401–1910.441, of this chapter.

[39 FR 22801, June 24, 1974, as amended at 42 FR 37674, July 22, 1977]

§ 1926.606 Definitions applicable to this subpart.

(a) *Apron*—The area along the waterfront edge of the pier or wharf.

(b) *Bulwark*—The side of a ship above the upper deck.

(c) *Coaming*—The raised frame, as around a hatchway in the deck, to keep out water.

(d) *Jacob's ladder*—A marine ladder of rope or chain with wooden or metal rungs.

(e) *Rail*, for the purpose of § 1926.605, means a light structure serving as a guard at the outer edge of a ship's deck.

Subpart P—Excavations

AUTHORITY: Sec. 107, Contract Worker Hours and Safety Standards Act (Construction Safety Act) (40 U.S.C. 333); Secs. 4, 6, 8, Occupational Safety and Health Act of 1970 (29 U.S.C. 653, 655, 657); Secretary of Labor's Order No. 12–71 (36 FR 8754), 8–76 (41 FR 25059), or 9–83 (48 FR 35736), as applicable, and 29 CFR part 1911.

SOURCE: 54 FR 45959, Oct. 31, 1989, unless otherwise noted.

§ 1926.650 Scope, application, and definitions applicable to this subpart.

(a) *Scope and application.* This subpart applies to all open excavations made in the earth's surface. Excavations are defined to include trenches.

(b) *Definitions applicable to this subpart.*

Accepted engineering practices means those requirements which are compatible with standards of practice required by a registered professional engineer.

Aluminum Hydraulic Shoring means a pre-engineered shoring system comprised of aluminum hydraulic cylinders (crossbraces) used in conjunction with vertical rails (uprights) or horizontal rails (walers). Such system is designed, specifically to support the sidewalls of an excavation and prevent cave-ins.

Bell-bottom pier hole means a type of shaft or footing excavation, the bottom of which is made larger than the cross section above to form a belled shape.

Benching (Benching system) means a method of protecting employees from cave-ins by excavating the sides of an excavation to form one or a series of horizontal levels or steps, usually with vertical or near-vertical surfaces between levels.

Cave-in means the separation of a mass of soil or rock material from the side of an excavation, or the loss of soil from under a trench shield or support system, and its sudden movement into the excavation, either by falling or sliding, in sufficient quantity so that it could entrap, bury, or otherwise injure and immobilize a person.

Competent person means one who is capable of identifying existing and predictable hazards in the surroundings, or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

Cross braces mean the horizontal members of a shoring system installed perpendicular to the sides of the excavation, the ends of which bear against either uprights or wales.

Excavation means any man-made cut, cavity, trench, or depression in an earth surface, formed by earth removal.

Faces or *sides* means the vertical or inclined earth surfaces formed as a result of excavation work.

Failure means the breakage, displacement, or permanent deformation of a structural member or connection so as to reduce its structural integrity and its supportive capabilities.

Hazardous atmosphere means an atmosphere which by reason of being explosive, flammable, poisonous, corrosive, oxidizing, irritating, oxygen deficient, toxic, or otherwise harmful, may cause death, illness, or injury.

Kickout means the accidental release or failure of a cross brace.

Protective system means a method of protecting employees from cave-ins, from material that could fall or roll from an excavation face or into an excavation, or from the collapse of adjacent structures. Protective systems include support systems, sloping and benching systems, shield systems, and other systems that provide the necessary protection.

Ramp means an inclined walking or working surface that is used to gain access to one point from another, and is constructed from earth or from structural materials such as steel or wood.

Registered Professional Engineer means a person who is registered as a professional engineer in the state where the work is to be performed. However, a professional engineer, registered in any state is deemed to be a ''registered professional engineer'' within the meaning of this standard when approving designs for ''manufactured protective systems'' or ''tabulated data'' to be used in interstate commerce.

Sheeting means the members of a shoring system that retain the earth in position and in turn are supported by other members of the shoring system.

Shield (Shield system) means a structure that is able to withstand the forces imposed on it by a cave-in and thereby protect employees within the structure. Shields can be permanent structures or can be designed to be portable and moved along as work progresses. Additionally, shields can be either premanufactured or job-built in accordance with §1926.652 (c)(3) or (c)(4). Shields used in trenches are usually referred to as ''trench boxes'' or ''trench shields.''

Shoring (Shoring system) means a structure such as a metal hydraulic, mechanical or timber shoring system that supports the sides of an excavation and which is designed to prevent cave-ins.

Sides. See ''Faces.''

Sloping (Sloping system) means a method of protecting employees from cave-ins by excavating to form sides of an excavation that are inclined away from the excavation so as to prevent cave-ins. The angle of incline required to prevent a cave-in varies with differences in such factors as the soil type, environmental conditions of exposure, and application of surcharge loads.

Stable rock means natural solid mineral material that can be excavated with vertical sides and will remain intact while exposed. Unstable rock is considered to be stable when the rock material on the side or sides of the excavation is secured against caving-in or movement by rock bolts or by another protective system that has been designed by a registered professional engineer.

Structural ramp means a ramp built of steel or wood, usually used for vehicle access. Ramps made of soil or rock are not considered structural ramps.

Support system means a structure such as underpinning, bracing, or shoring, which provides support to an adjacent structure, underground installation, or the sides of an excavation.

Tabulated data means tables and charts approved by a registered professional engineer and used to design and construct a protective system.

Trench (Trench excavation) means a narrow excavation (in relation to its length) made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet (4.6 m). If forms or other structures are installed or constructed in an excavation so as to reduce the dimension measured from the forms or structure to the side of the excavation to 15 feet (4.6 m) or less

(measured at the bottom of the excavation), the excavation is also considered to be a trench.

Trench box. See ''Shield.''

Trench shield. See ''Shield.''

Uprights means the vertical members of a trench shoring system placed in contact with the earth and usually positioned so that individual members do not contact each other. Uprights placed so that individual members are closely spaced, in contact with or interconnected to each other, are often called ''sheeting.''

Wales means horizontal members of a shoring system placed parallel to the excavation face whose sides bear against the vertical members of the shoring system or earth.

§ 1926.651 Specific excavation requirements.

(a) *Surface encumbrances*. All surface encumbrances that are located so as to create a hazard to employees shall be removed or supported, as necessary, to safeguard employees.

(b) *Underground installations*. (1) The estimated location of utility installations, such as sewer, telephone, fuel, electric, water lines, or any other underground installations that reasonably may be expected to be encountered during excavation work, shall be determined prior to opening an excavation.

(2) Utility companies or owners shall be contacted within established or customary local response times, advised of the proposed work, and asked to establish the location of the utility underground installations prior to the start of actual excavation. When utility companies or owners cannot respond to a request to locate underground utility installations within 24 hours (unless a longer period is required by state or local law), or cannot establish the exact location of these installations, the employer may proceed, provided the employer does so with caution, and provided detection equipment or other acceptable means to locate utility installations are used.

(3) When excavation operations approach the estimated location of underground installations, the exact location of the installations shall be determined by safe and acceptable means.

(4) While the excavation is open, underground installations shall be protected, supported or removed as necessary to safeguard employees.

(c) *Access and egress*—(1) *Structural ramps*. (i) Structural ramps that are used solely by employees as a means of access or egress from excavations shall be designed by a competent person. Structural ramps used for access or egress of equipment shall be designed by a competent person qualified in structural design, and shall be constructed in accordance with the design.

(ii) Ramps and runways constructed of two or more structural members shall have the structural members connected together to prevent displacement.

(iii) Structural members used for ramps and runways shall be of uniform thickness.

(iv) Cleats or other appropriate means used to connect runway structural members shall be attached to the bottom of the runway or shall be attached in a manner to prevent tripping.

(v) Structural ramps used in lieu of steps shall be provided with cleats or other surface treatments on the top surface to prevent slipping.

(2) *Means of egress from trench excavations*. A stairway, ladder, ramp or other safe means of egress shall be located in trench excavations that are 4 feet (1.22 m) or more in depth so as to require no more than 25 feet (7.62 m) of lateral travel for employees.

(d) *Exposure to vehicular traffic*. Employees exposed to public vehicular traffic shall be provided with, and shall wear, warning vests or other suitable garments marked with or made of reflectorized or high-visibility material.

(e) *Exposure to falling loads*. No employee shall be permitted underneath loads handled by lifting or digging equipment. Employees shall be required to stand away from any vehicle being loaded or unloaded to avoid being struck by any spillage or falling materials. Operators may remain in the cabs of vehicles being loaded or unloaded when the vehicles are equipped, in accordance with §1926.601(b)(6), to provide adequate protection for the operator during loading and unloading operations.

(f) *Warning system for mobile equipment.* When mobile equipment is operated adjacent to an excavation, or when such equipment is required to approach the edge of an excavation, and the operator does not have a clear and direct view of the edge of the excavation, a warning system shall be utilized such as barricades, hand or mechanical signals, or stop logs. If possible, the grade should be away from the excavation.

(g) *Hazardous atmospheres*—(1) *Testing and controls.* In addition to the requirements set forth in subparts D and E of this part (29 CFR 1926.50–1926.107) to prevent exposure to harmful levels of atmospheric contaminants and to assure acceptable atmospheric conditions, the following requirements shall apply:

(i) Where oxygen deficiency (atmospheres containing less than 19.5 percent oxygen) or a hazardous atmosphere exists or could reasonably be expected to exist, such as in excavations in landfill areas or excavations in areas where hazardous substances are stored nearby, the atmospheres in the excavation shall be tested before employees enter excavations greater than 4 feet (1.22 m) in depth.

(ii) Adequate precautions shall be taken to prevent employee exposure to atmospheres containing less than 19.5 percent oxygen and other hazardous atmospheres. These precautions include providing proper respiratory protection or ventilation in accordance with subparts D and E of this part respectively.

(iii) Adequate precaution shall be taken such as providing ventilation, to prevent employee exposure to an atmosphere containing a concentration of a flammable gas in excess of 20 percent of the lower flammable limit of the gas.

(iv) When controls are used that are intended to reduce the level of atmospheric contaminants to acceptable levels, testing shall be conducted as often as necessary to ensure that the atmosphere remains safe.

(2) *Emergency rescue equipment.* (i) Emergency rescue equipment, such as breathing apparatus, a safety harness and line, or a basket stretcher, shall be readily available where hazardous atmospheric conditions exist or may reasonably be expected to develop during work in an excavation. This equipment shall be attended when in use.

(ii) Employees entering bell-bottom pier holes, or other similar deep and confined footing excavations, shall wear a harness with a life-line securely attached to it. The lifeline shall be separate from any line used to handle materials, and shall be individually attended at all times while the employee wearing the lifeline is in the excavation.

(h) *Protection from hazards associated with water accumulation.* (1) Employees shall not work in excavations in which there is accumulated water, or in excavations in which water is accumulating, unless adequate precautions have been taken to protect employees against the hazards posed by water accumulation. The precautions necessary to protect employees adequately vary with each situation, but could include special support or shield systems to protect from cave-ins, water removal to control the level of accumulating water, or use of a safety harness and lifeline.

(2) If water is controlled or prevented from accumulating by the use of water removal equipment, the water removal equipment and operations shall be monitored by a competent person to ensure proper operation.

(3) If excavation work interrupts the natural drainage of surface water (such as streams), diversion ditches, dikes, or other suitable means shall be used to prevent surface water from entering the excavation and to provide adequate drainage of the area adjacent to the excavation. Excavations subject to runoff from heavy rains will require an inspection by a competent person and compliance with paragraphs (h)(1) and (h)(2) of this section.

(i) *Stability of adjacent structures.* (1) Where the stability of adjoining buildings, walls, or other structures is endangered by excavation operations, support systems such as shoring, bracing, or underpinning shall be provided to ensure the stability of such structures for the protection of employees.

(2) Excavation below the level of the base or footing of any foundation or retaining wall that could be reasonably

expected to pose a hazard to employees shall not be permitted except when:

(i) A support system, such as underpinning, is provided to ensure the safety of employees and the stability of the structure; or

(ii) The excavation is in stable rock; or

(iii) A registered professional engineer has approved the determination that the structure is sufficently removed from the excavation so as to be unaffected by the excavation activity; or

(iv) A registered professional engineer has approved the determination that such excavation work will not pose a hazard to employees.

(3) Sidewalks, pavements, and appurtenant structure shall not be undermined unless a support system or another method of protection is provided to protect employees from the possible collapse of such structures.

(j) *Protection of employees from loose rock or soil.* (1) Adequate protection shall be provided to protect employees from loose rock or soil that could pose a hazard by falling or rolling from an excavation face. Such protection shall consist of scaling to remove loose material; installation of protective barricades at intervals as necessary on the face to stop and contain falling material; or other means that provide equivalent protection.

(2) Employees shall be protected from excavated or other materials or equipment that could pose a hazard by falling or rolling into excavations. Protection shall be provided by placing and keeping such materials or equipment at least 2 feet (.61 m) from the edge of excavations, or by the use of retaining devices that are sufficient to prevent materials or equipment from falling or rolling into excavations, or by a combination of both if necessary.

(k) *Inspections.* (1) Daily inspections of excavations, the adjacent areas, and protective systems shall be made by a competent person for evidence of a situation that could result in possible cave-ins, indications of failure of protective systems, hazardous atmospheres, or other hazardous conditions. An inspection shall be conducted by the competent person prior to the start of work and as needed throughout the shift. Inspections shall also be made after every rainstorm or other hazard increasing occurrence. These inspections are only required when employee exposure can be reasonably anticipated.

(2) Where the competent person finds evidence of a situation that could result in a possible cave-in, indications of failure of protective systems, hazardous atmospheres, or other hazardous conditions, exposed employees shall be removed from the hazardous area until the necessary precautions have been taken to ensure their safety.

(l) Walkways shall be provided where employees or equipment are required or permitted to cross over excavations. Guardrails which comply with §1926.502(b) shall be provided where walkways are 6 feet (1.8 m) or more above lower levels.

[54 FR 45959, Oct. 31, 1989, as amended by 59 FR 40730, Aug. 9, 1994]

§ 1926.652 Requirements for protective systems.

(a) *Protection of employees in excavations.* (1) Each employee in an excavation shall be protected from cave-ins by an adequate protective system designed in accordance with paragraph (b) or (c) of this section except when:

(i) Excavations are made entirely in stable rock; or

(ii) Excavations are less than 5 feet (1.52m) in depth and examination of the ground by a competent person provides no indication of a potential cave-in.

(2) Protective systems shall have the capacity to resist without failure all loads that are intended or could reasonably be expected to be applied or transmitted to the system.

(b) *Design of sloping and benching systems.* The slopes and configurations of sloping and benching systems shall be selected and constructed by the employer or his designee and shall be in accordance with the requirements of paragraph (b)(1); or, in the alternative, paragraph (b)(2); or, in the alternative, paragraph (b)(3), or, in the alternative, paragraph (b)(4), as follows:

(1) *Option (1)—Allowable configurations and slopes.* (i) Excavations shall be sloped at an angle not steeper than one and one-half horizontal to one vertical

(34 degrees measured from the horizontal), unless the employer uses one of the other options listed below.

(ii) Slopes specified in paragraph (b)(1)(i) of this section, shall be excavated to form configurations that are in accordance with the slopes shown for Type C soil in Appendix B to this subpart.

(2) *Option (2)—Determination of slopes and configurations using Appendices A and B.* Maximum allowable slopes, and allowable configurations for sloping and benching systems, shall be determined in accordance with the conditions and requirements set forth in appendices A and B to this subpart.

(3) *Option (3)—Designs using other tabulated data.* (i) Designs of sloping or benching systems shall be selected from and be in accordance with tabulated data, such as tables and charts.

(ii) The tabulated data shall be in written form and shall include all of the following:

(A) Identification of the parameters that affect the selection of a sloping or benching system drawn from such data;

(B) Identification of the limits of use of the data, to include the magnitude and configuration of slopes determined to be safe;

(C) Explanatory information as may be necessary to aid the user in making a correct selection of a protective system from the data.

(iii) At least one copy of the tabulated data which identifies the registered professional engineer who approved the data, shall be maintained at the jobsite during construction of the protective system. After that time the data may be stored off the jobsite, but a copy of the data shall be made available to the Secretary upon request.

(4) *Option (4)—Design by a registered professional engineer.* (i) Sloping and benching systems not utilizing Option (1) or Option (2) or Option (3) under paragraph (b) of this section shall be approved by a registered professional engineer.

(ii) Designs shall be in written form and shall include at least the following:

(A) The magnitude of the slopes that were determined to be safe for the particular project;

(B) The configurations that were determined to be safe for the particular project; and

(C) The identity of the registered professional engineer approving the design.

(iii) At least one copy of the design shall be maintained at the jobsite while the slope is being constructed. After that time the design need not be at the jobsite, but a copy shall be made available to the Secretary upon request.

(c) *Design of support systems, shield systems, and other protective systems.* Designs of support systems shield systems, and other protective systems shall be selected and constructed by the employer or his designee and shall be in accordance with the requirements of paragraph (c)(1); or, in the alternative, paragraph (c)(2); or, in the alternative, paragraph (c)(3); or, in the alternative, paragraph (c)(4) as follows:

(1) *Option (1)—Designs using appendices A, C and D.* Designs for timber shoring in trenches shall be determined in accordance with the conditions and requirements set forth in appendices A and C to this subpart. Designs for aluminum hydraulic shoring shall be in accordance with paragraph (c)(2) of this section, but if manufacturer's tabulated data cannot be utilized, designs shall be in accordance with appendix D.

(2) *Option (2)—Designs Using Manufacturer's Tabulated Data.* (i) Design of support systems, shield systems, or other protective systems that are drawn from manufacturer's tabulated data shall be in accordance with all specifications, recommendations, and limitations issued or made by the manufacturer.

(ii) Deviation from the specifications, recommendations, and limitations issued or made by the manufacturer shall only be allowed after the manufacturer issues specific written approval.

(iii) Manufacturer's specifications, recommendations, and limitations, and manufacturer's approval to deviate from the specifications, recommendations, and limitations shall be in written form at the jobsite during construction of the protective system. After that time this data may be stored off the jobsite, but a copy shall

be made available to the Secretary upon request.

(3) *Option (3)—Designs using other tabulated data.* (i) Designs of support systems, shield systems, or other protective systems shall be selected from and be in accordance with tabulated data, such as tables and charts.

(ii) The tabulated data shall be in written form and include all of the following:

(A) Identification of the parameters that affect the selection of a protective system drawn from such data;

(B) Identification of the limits of use of the data;

(C) Explanatory information as may be necessary to aid the user in making a correct selection of a protective system from the data.

(iii) At least one copy of the tabulated data, which identifies the registered professional engineer who approved the data, shall be maintained at the jobsite during construction of the protective system. After that time the data may be stored off the jobsite, but a copy of the data shall be made available to the Secretary upon request.

(4) *Option (4)—Design by a registered professional engineer.* (i) Support systems, shield systems, and other protective systems not utilizing Option 1, Option 2 or Option 3, above, shall be approved by a registered professional engineer.

(ii) Designs shall be in written form and shall include the following:

(A) A plan indicating the sizes, types, and configurations of the materials to be used in the protective system; and

(B) The identity of the registered professional engineer approving the design.

(iii) At least one copy of the design shall be maintained at the jobsite during construction of the protective system. After that time, the design may be stored off the jobsite, but a copy of the design shall be made available to the Secretary upon request.

(d) *Materials and equipment.* (1) Materials and equipment used for protective systems shall be free from damage or defects that might impair their proper function.

(2) Manufactured materials and equipment used for protective systems shall be used and maintained in a manner that is consistent with the recommendations of the manufacturer, and in a manner that will prevent employee exposure to hazards.

(3) When material or equipment that is used for protective systems is damaged, a competent person shall examine the material or equipment and evaluate its suitability for continued use. If the competent person cannot assure the material or equipment is able to support the intended loads or is otherwise suitable for safe use, then such material or equipment shall be removed from service, and shall be evaluated and approved by a registered professional engineer before being returned to service.

(e) *Installation and removal of support*—(1) *General.* (i) Members of support systems shall be securely connected together to prevent sliding, falling, kickouts, or other predictable failure.

(ii) Support systems shall be installed and removed in a manner that protects employees from cave-ins, structural collapses, or from being struck by members of the support system.

(iii) Individual members of support systems shall not be subjected to loads exceeding those which those members were designed to withstand.

(iv) Before temporary removal of individual members begins, additional precautions shall be taken to ensure the safety of employees, such as installing other structural members to carry the loads imposed on the support system.

(v) Removal shall begin at, and progress from, the bottom of the excavation. Members shall be released slowly so as to note any indication of possible failure of the remaining members of the structure or possible cave-in of the sides of the excavation.

(vi) Backfilling shall progress together with the removal of support systems from excavations.

(2) *Additional requirements for support systems for trench excavations.* (i) Excavation of material to a level no greater than 2 feet (.61 m) below the bottom of the members of a support system shall be permitted, but only if the system is designed to resist the forces calculated for the full depth of the trench, and

there are no indications while the trench is open of a possible loss of soil from behind or below the bottom of the support system.

(ii) Installation of a support system shall be closely coordinated with the excavation of trenches.

(f) *Sloping and benching systems.* Employees shall not be permitted to work on the faces of sloped or benched excavations at levels above other employees except when employees at the lower levels are adequately protected from the hazard of falling, rolling, or sliding material or equipment.

(g) *Shield systems*—(1) *General.* (i) Shield systems shall not be subjected to loads exceeding those which the system was designed to withstand.

(ii) Shields shall be installed in a manner to restrict lateral or other hazardous movement of the shield in the event of the application of sudden lateral loads.

(iii) Employees shall be protected from the hazard of cave-ins when entering or exiting the areas protected by shields.

(iv) Employees shall not be allowed in shields when shields are being installed, removed, or moved vertically.

(2) *Additional requirement for shield systems used in trench excavations.* Excavations of earth material to a level not greater than 2 feet (.61 m) below the bottom of a shield shall be permitted, but only if the shield is designed to resist the forces calculated for the full depth of the trench, and there are no indications while the trench is open of a possible loss of soil from behind or below the bottom of the shield.

APPENDIX A TO SUBPART P OF PART 1926—SOIL CLASSIFICATION

(a) *Scope and application*—(1) *Scope.* This appendix describes a method of classifying soil and rock deposits based on site and environmental conditions, and on the structure and composition of the earth deposits. The appendix contains definitions, sets forth requirements, and describes acceptable visual and manual tests for use in classifying soils.

(2) *Application.* This appendix applies when a sloping or benching system is designed in accordance with the requirements set forth in §1926.652(b)(2) as a method of protection for employees from cave-ins. This appendix also applies when timber shoring for excavations is designed as a method of protection from cave-ins in accordance with appendix C to subpart P of part 1926, and when aluminum hydraulic shoring is designed in accordance with appendix D. This Appendix also applies if other protective systems are designed and selected for use from data prepared in accordance with the requirements set forth in §1926.652(c), and the use of the data is predicated on the use of the soil classification system set forth in this appendix.

(b) *Definitions.* The definitions and examples given below are based on, in whole or in part, the following: American Society for Testing Materials (ASTM) Standards D653–85 and D2488; The Unified Soils Classification System, The U.S. Department of Agriculture (USDA) Textural Classification Scheme; and The National Bureau of Standards Report BSS–121.

Cemented soil means a soil in which the particles are held together by a chemical agent, such as calcium carbonate, such that a hand-size sample cannot be crushed into powder or individual soil particles by finger pressure.

Cohesive soil means clay (fine grained soil), or soil with a high clay content, which has cohesive strength. Cohesive soil does not crumble, can be excavated with vertical sideslopes, and is plastic when moist. Cohesive soil is hard to break up when dry, and exhibits significant cohesion when submerged. Cohesive soils include clayey silt, sandy clay, silty clay, clay and organic clay.

Dry soil means soil that does not exhibit visible signs of moisture content.

Fissured means a soil material that has a tendency to break along definite planes of fracture with little resistance, or a material that exhibits open cracks, such as tension cracks, in an exposed surface.

Granular soil means gravel, sand, or silt, (coarse grained soil) with little or no clay content. Granular soil has no cohesive strength. Some moist granular soils exhibit apparent cohesion. Granular soil cannot be molded when moist and crumbles easily when dry.

Layered system means two or more distinctly different soil or rock types arranged in layers. Micaceous seams or weakened planes in rock or shale are considered layered.

Moist soil means a condition in which a soil looks and feels damp. Moist cohesive soil can easily be shaped into a ball and rolled into small diameter threads before crumbling. Moist granular soil that contains some cohesive material will exhibit signs of cohesion between particles.

Plastic means a property of a soil which allows the soil to be deformed or molded without cracking, or appreciable volume change.

Saturated soil means a soil in which the voids are filled with water. Saturation does not require flow. Saturation, or near saturation, is necessary for the proper use of instruments such as a pocket penetrometer or sheer vane.

Soil classification system means, for the purpose of this subpart, a method of categorizing soil and rock deposits in a hierarchy of Stable Rock, Type A, Type B, and Type C, in decreasing order of stability. The categories are determined based on an analysis of the properties and performance characteristics of the deposits and the environmental conditions of exposure.

Stable rock means natural solid mineral matter that can be excavated with vertical sides and remain intact while exposed.

Submerged soil means soil which is underwater or is free seeping.

Type A means cohesive soils with an unconfined compressive strength of 1.5 ton per square foot (tsf) (144 kPa) or greater. Examples of cohesive soils are: clay, silty clay, sandy clay, clay loam and, in some cases, silty clay loam and sandy clay loam. Cemented soils such as caliche and hardpan are also considered Type A. However, no soil is Type A if:

(i) The soil is fissured; or

(ii) The soil is subject to vibration from heavy traffic, pile driving, or similar effects; or

(iii) The soil has been previously disturbed; or

(iv) The soil is part of a sloped, layered system where the layers dip into the excavation on a slope of four horizontal to one vertical (4H:1V) or greater; or

(v) The material is subject to other factors that would require it to be classified as a less stable material.

Type B means:

(i) Cohesive soil with an unconfined compressive strength greater than 0.5 tsf (48 kPa) but less than 1.5 tsf (144 kPa); or

(ii) Granular cohesionless soils including: angular gravel (similar to crushed rock), silt, silt loam, sandy loam and, in some cases, silty clay loam and sandy clay loam.

(iii) Previously disturbed soils except those which would otherwise be classed as Type C soil.

(iv) Soil that meets the unconfined compressive strength or cementation requirements for Type A, but is fissured or subject to vibration; or

(v) Dry rock that is not stable; or

(vi) Material that is part of a sloped, layered system where the layers dip into the excavation on a slope less steep than four horizontal to one vertical (4H:1V), but only if the material would otherwise be classified as Type B.

Type C means:

(i) Cohesive soil with an unconfined compressive strength of 0.5 tsf (48 kPa) or less; or

(ii) Granular soils including gravel, sand, and loamy sand; or

(iii) Submerged soil or soil from which water is freely seeping; or

(iv) Submerged rock that is not stable, or

(v) Material in a sloped, layered system where the layers dip into the excavation or a slope of four horizontal to one vertical (4H:1V) or steeper.

Unconfined compressive strength means the load per unit area at which a soil will fail in compression. It can be determined by laboratory testing, or estimated in the field using a pocket penetrometer, by thumb penetration tests, and other methods.

Wet soil means soil that contains significantly more moisture than moist soil, but in such a range of values that cohesive material will slump or begin to flow when vibrated. Granular material that would exhibit cohesive properties when moist will lose those cohesive properties when wet.

(c) *Requirements*—(1) *Classification of soil and rock deposits.* Each soil and rock deposit shall be classified by a competent person as Stable Rock, Type A, Type B, or Type C in accordance with the definitions set forth in paragraph (b) of this appendix.

(2) *Basis of classification.* The classification of the deposits shall be made based on the results of at least one visual and at least one manual analysis. Such analyses shall be conducted by a competent person using tests described in paragraph (d) below, or in other recognized methods of soil classification and testing such as those adopted by the America Society for Testing Materials, or the U.S. Department of Agriculture textural classification system.

(3) *Visual and manual analyses.* The visual and manual analyses, such as those noted as being acceptable in paragraph (d) of this appendix, shall be designed and conducted to provide sufficient quantitative and qualitative information as may be necessary to identify properly the properties, factors, and conditions affecting the classification of the deposits.

(4) *Layered systems.* In a layered system, the system shall be classified in accordance with its weakest layer. However, each layer may be classified individually where a more stable layer lies under a less stable layer.

(5) *Reclassification.* If, after classifying a deposit, the properties, factors, or conditions affecting its classification change in any way, the changes shall be evaluated by a competent person. The deposit shall be reclassified as necessary to reflect the changed circumstances.

(d) *Acceptable visual and manual tests*—(1) *Visual tests.* Visual analysis is conducted to determine qualitative information regarding the excavation site in general, the soil adjacent to the excavation, the soil forming the sides of the open excavation, and the soil taken as samples from excavated material.

(i) Observe samples of soil that are excavated and soil in the sides of the excavation. Estimate the range of particle sizes and the relative amounts of the particle sizes. Soil that is primarily composed of fine-grained

material is cohesive material. Soil composed primarily of coarse-grained sand or gravel is granular material.

(ii) Observe soil as it is excavated. Soil that remains in clumps when excavated is cohesive. Soil that breaks up easily and does not stay in clumps is granular.

(iii) Observe the side of the opened excavation and the surface area adjacent to the excavation. Crack-like openings such as tension cracks could indicate fissured material. If chunks of soil spall off a vertical side, the soil could be fissured. Small spalls are evidence of moving ground and are indications of potentially hazardous situations.

(iv) Observe the area adjacent to the excavation and the excavation itself for evidence of existing utility and other underground structures, and to identify previously disturbed soil.

(v) Observe the opened side of the excavation to identify layered systems. Examine layered systems to identify if the layers slope toward the excavation. Estimate the degree of slope of the layers.

(vi) Observe the area adjacent to the excavation and the sides of the opened excavation for evidence of surface water, water seeping from the sides of the excavation, or the location of the level of the water table.

(vii) Observe the area adjacent to the excavation and the area within the excavation for sources of vibration that may affect the stability of the excavation face.

(2) *Manual tests.* Manual analysis of soil samples is conducted to determine quantitative as well as qualitative properties of soil and to provide more information in order to classify soil properly.

(i) *Plasticity.* Mold a moist or wet sample of soil into a ball and attempt to roll it into threads as thin as ⅛-inch in diameter. Cohesive material can be successfully rolled into threads without crumbling. For example, if at least a two inch (50 mm) length of ⅛-inch thread can be held on one end without tearing, the soil is cohesive.

(ii) *Dry strength.* If the soil is dry and crumbles on its own or with moderate pressure into individual grains or fine powder, it is granular (any combination of gravel, sand, or silt). If the soil is dry and falls into clumps which break up into smaller clumps, but the smaller clumps can only be broken up with difficulty, it may be clay in any combination with gravel, sand or silt. If the dry soil breaks into clumps which do not break up into small clumps and which can only be broken with difficulty, and there is no visual indication the soil is fissured, the soil may be considered unfissured.

(iii) *Thumb penetration.* The thumb penetration test can be used to estimate the unconfined compressive strength of cohesive soils. (This test is based on the thumb penetration test described in American Society for Testing and Materials (ASTM) Standard designation D2488—''Standard Recommended Practice for Description of Soils (Visual—Manual Procedure).'') Type A soils with an unconfined compressive strength of 1.5 tsf can be readily indented by the thumb; however, they can be penetrated by the thumb only with very great effort. Type C soils with an unconfined compressive strength of 0.5 tsf can be easily penetrated several inches by the thumb, and can be molded by light finger pressure. This test should be conducted on an undisturbed soil sample, such as a large clump of spoil, as soon as practicable after excavation to keep to a miminum the effects of exposure to drying influences. If the excavation is later exposed to wetting influences (rain, flooding), the classification of the soil must be changed accordingly.

(iv) *Other strength tests.* Estimates of unconfined compressive strength of soils can also be obtained by use of a pocket penetrometer or by using a hand-operated shearvane.

(v) *Drying test.* The basic purpose of the drying test is to differentiate between cohesive material with fissures, unfissured cohesive material, and granular material. The procedure for the drying test involves drying a sample of soil that is approximately one inch thick (2.54 cm) and six inches (15.24 cm) in diameter until it is thoroughly dry:

(A) If the sample develops cracks as it dries, significant fissures are indicated.

(B) Samples that dry without cracking are to be broken by hand. If considerable force is necessary to break a sample, the soil has significant cohesive material content. The soil can be classified as a unfissured cohesive material and the unconfined compressive strength should be determined.

(C) If a sample breaks easily by hand, it is either a fissured cohesive material or a granular material. To distinguish between the two, pulverize the dried clumps of the sample by hand or by stepping on them. If the clumps do not pulverize easily, the material is cohesive with fissures. If they pulverize easily into very small fragments, the material is granular.

APPENDIX B TO SUBPART P OF PART 1926—SLOPING AND BENCHING

(a) *Scope and application.* This appendix contains specifications for sloping and benching when used as methods of protecting employees working in excavations from cave-ins. The requirements of this appendix apply when the design of sloping and benching protective systems is to be performed in accordance with the requirements set forth in §1926.652(b)(2).

(b) *Definitions.*

Actual slope means the slope to which an excavation face is excavated.

Distress means that the soil is in a condition where a cave-in is imminent or is likely

to occur. Distress is evidenced by such phenomena as the development of fissures in the face of or adjacent to an open excavation; the subsidence of the edge of an excavation; the slumping of material from the face or the bulging or heaving of material from the bottom of an excavation; the spalling of material from the face of an excavation; and ravelling, i.e., small amounts of material such as pebbles or little clumps of material suddenly separating from the face of an excavation and trickling or rolling down into the excavation.

Maximum allowable slope means the steepest incline of an excavation face that is acceptable for the most favorable site conditions as protection against cave-ins, and is expressed as the ratio of horizontal distance to vertical rise (H:V).

Short term exposure means a period of time less than or equal to 24 hours that an excavation is open.

(c) *Requirements*—(1) *Soil classification.* Soil and rock deposits shall be classified in accordance with appendix A to subpart P of part 1926.

(2) *Maximum allowable slope.* The maximum allowable slope for a soil or rock deposit shall be determined from Table B–1 of this appendix.

(3) *Actual slope.* (i) The actual slope shall not be steeper than the maximum allowable slope.

(ii) The actual slope shall be less steep than the maximum allowable slope, when there are signs of distress. If that situation occurs, the slope shall be cut back to an actual slope which is at least ½ horizontal to one vertical (½H:1V) less steep than the maximum allowable slope.

(iii) When surcharge loads from stored material or equipment, operating equipment, or traffic are present, a competent person shall determine the degree to which the actual slope must be reduced below the maximum allowable slope, and shall assure that such reduction is achieved. Surcharge loads from adjacent structures shall be evaluated in accordance with §1926.651(i).

(4) *Configurations.* Configurations of sloping and benching systems shall be in accordance with Figure B–1.

TABLE B-1

MAXIMUM ALLOWABLE SLOPES

SOIL OR ROCK TYPE	MAXIMUM ALLOWABLE SLOPES (H:V)[1] FOR EXCAVATIONS LESS THAN 20 FEET DEEP [3]
STABLE ROCK TYPE A [2] TYPE B TYPE C	VERTICAL (90°) 3/4 : 1 (53°) 1:1 (45°) 1½: 1 (34°)

NOTES:

1. Numbers shown in parentheses next to maximum allowable slopes are angles expressed in degrees from the horizontal. Angles have been rounded off.
2. A short-term maximum allowable slope of 1/2H:1V (63°) is allowed in excavations in Type A soil that are 12 feet (3.67 m) or less in depth. Short-term maximum allowable slopes for excavations greater than 12 feet (3.67 m) in depth shall be 3/4H:1V (53°).
3. Sloping or benching for excavations greater than 20 feet deep shall be designed by a registered professional engineer.

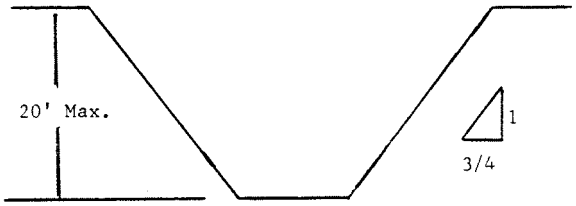
Figure B–1

Slope Configurations

(All slopes stated below are in the horizontal to vertical ratio)

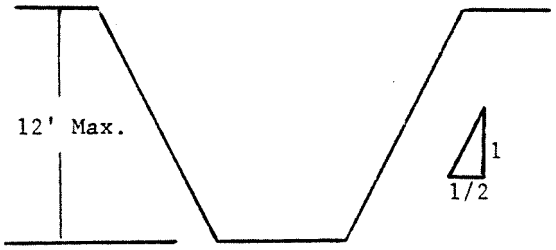
B–1.1 Excavations made in Type A soil.

1. All simple slope excavation 20 feet or less in depth shall have a maximum allowable slope of ¾:1.



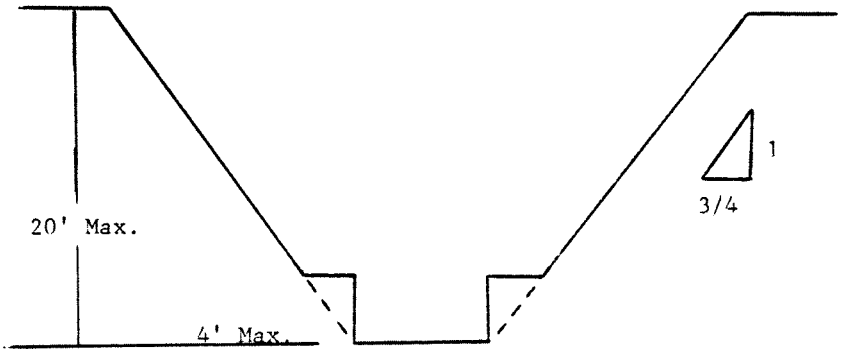
SIMPLE SLOPE—GENERAL

Exception: Simple slope excavations which are open 24 hours or less (short term) and which are 12 feet or less in depth shall have a maximum allowable slope of ½:1.

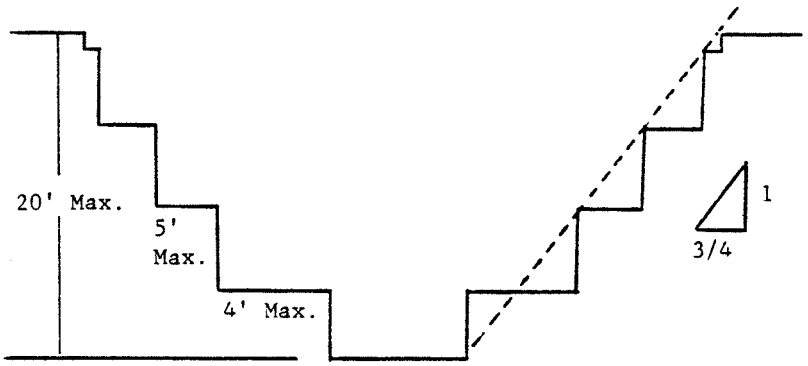


SIMPLE SLOPE—SHORT TERM

2. All benched excavations 20 feet or less in depth shall have a maximum allowable slope of ¾ to 1 and maximum bench dimensions as follows:

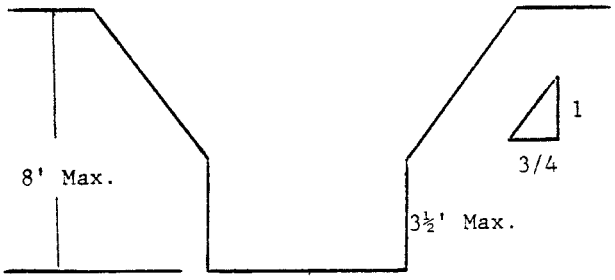


SIMPLE BENCH



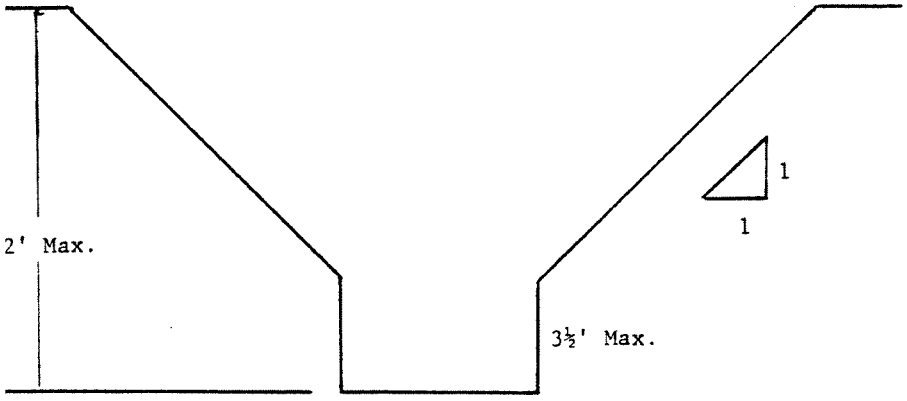
MULTIPLE BENCH

3. All excavations 8 feet or less in depth which have unsupported vertically sided lower portions shall have a maximum vertical side of 3½ feet.



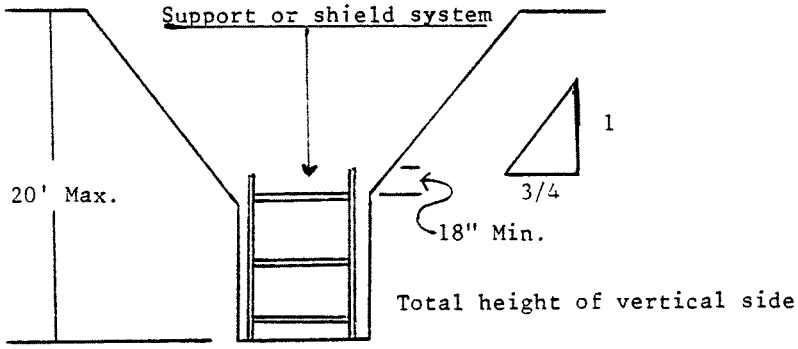
UNSUPPORTED VERTICALLY SIDED LOWER PORTION—MAXIMUM 8 FEET IN DEPTH

All excavations more than 8 feet but not more than 12 feet in depth which unsupported vertically sided lower portions shall have a maximum allowable slope of 1:1 and a maximum vertical side of 3½ feet.



UNSUPPORTED VERTICALLY SIDED LOWER PORTION—MAXIMUM 12 FEET IN DEPTH

All excavations 20 feet or less in depth which have vertically sided lower portions that are supported or shielded shall have a maximum allowable slope of ¾:1. The support or shield system must extend at least 18 inches above the top of the vertical side.

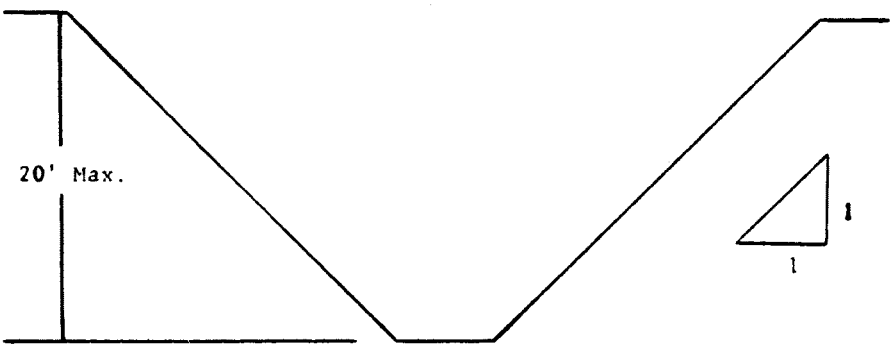


SUPPORTED OR SHIELDED VERTICALLY SIDED LOWER PORTION

4. All other simple slope, compound slope, and vertically sided lower portion excavations shall be in accordance with the other options permitted under §1926.652(b).

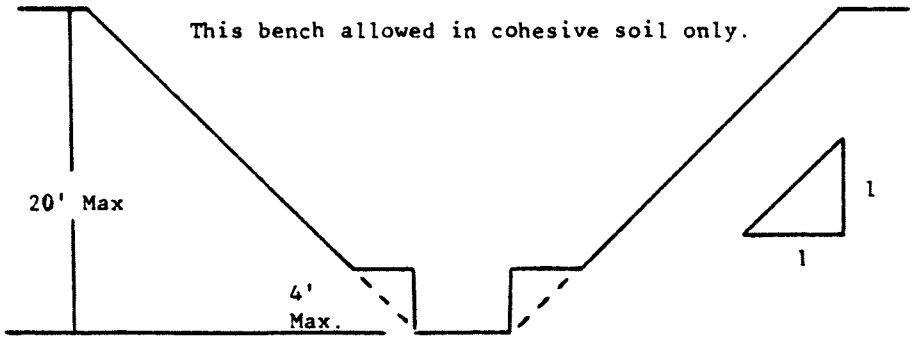
B–1.2 Excavations Made in Type B Soil

1. All simple slope excavations 20 feet or less in depth shall have a maximum allowable slope of 1:1.

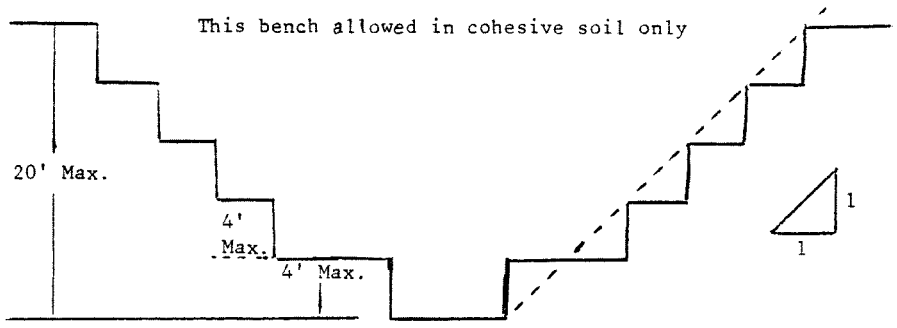


SIMPLE SLOPE

2. All benched excavations 20 feet or less in depth shall have a maximum allowable slope of 1:1 and maximum bench dimensions as follows:

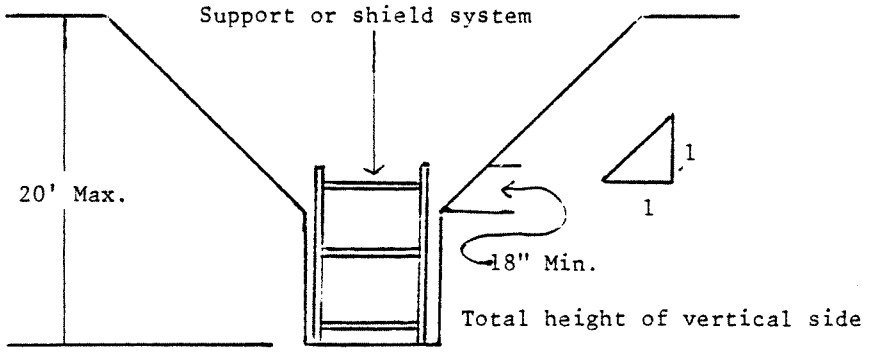


SINGLE BENCH



MULTIPLE BENCH

3. All excavations 20 feet or less in depth which have vertically sided lower portions shall be shielded or supported to a height at least 18 inches above the top of the vertical side. All such excavations shall have a maximum allowable slope of 1:1.

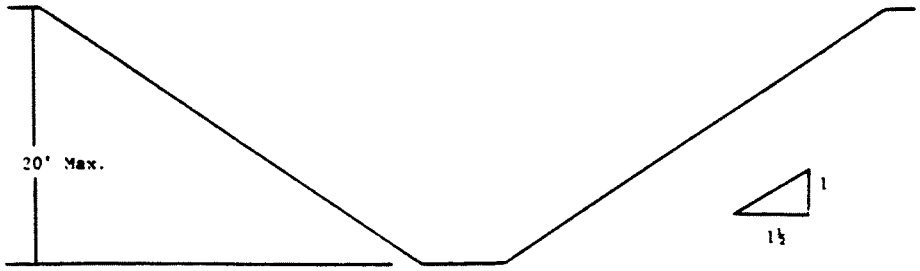


VERTICALLY SIDED LOWER PORTION

4. All other sloped excavations shall be in accordance with the other options permitted in §1926.652(b).

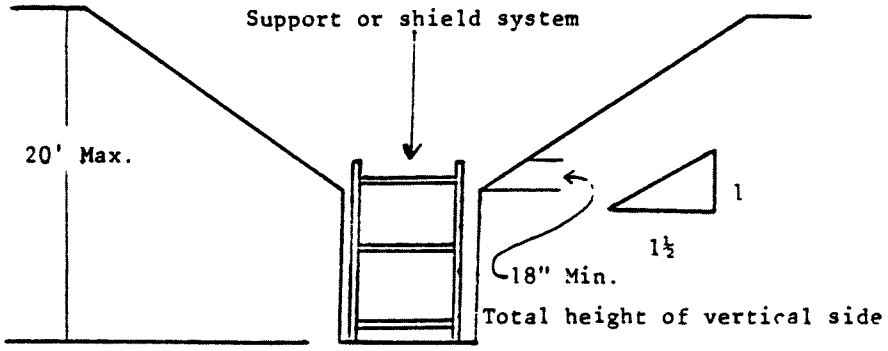
B–1.3 Excavations Made in Type C Soil

1. All simple slope excavations 20 feet or less in depth shall have a maximum allowable slope of 1½:1.



SIMPLE SLOPE

2. All excavations 20 feet or less in depth which have vertically sided lower portions shall be shielded or supported to a height at least 18 inches above the top of the vertical side. All such excavations shall have a maximum allowable slope of 1½:1.

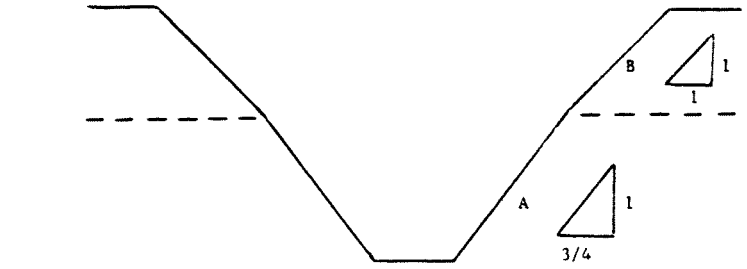


VERTICAL SIDED LOWER PORTION

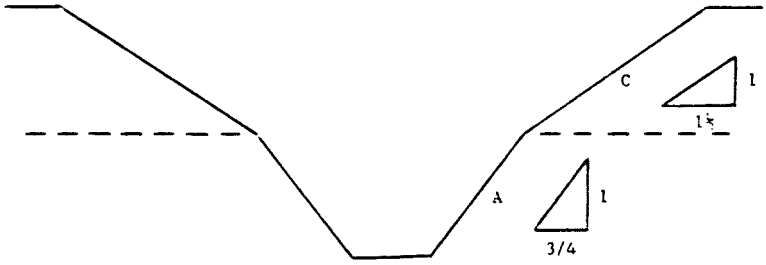
3. All other sloped excavations shall be in accordance with the other options permitted in §1926.652(b).

B–1.4 Excavations Made in Layered Soils

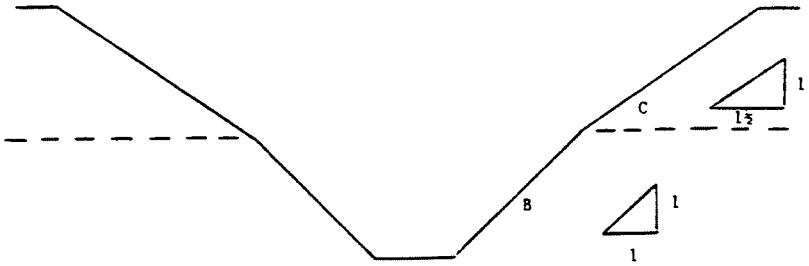
1. All excavations 20 feet or less in depth made in layered soils shall have a maximum allowable slope for each layer as set forth below.



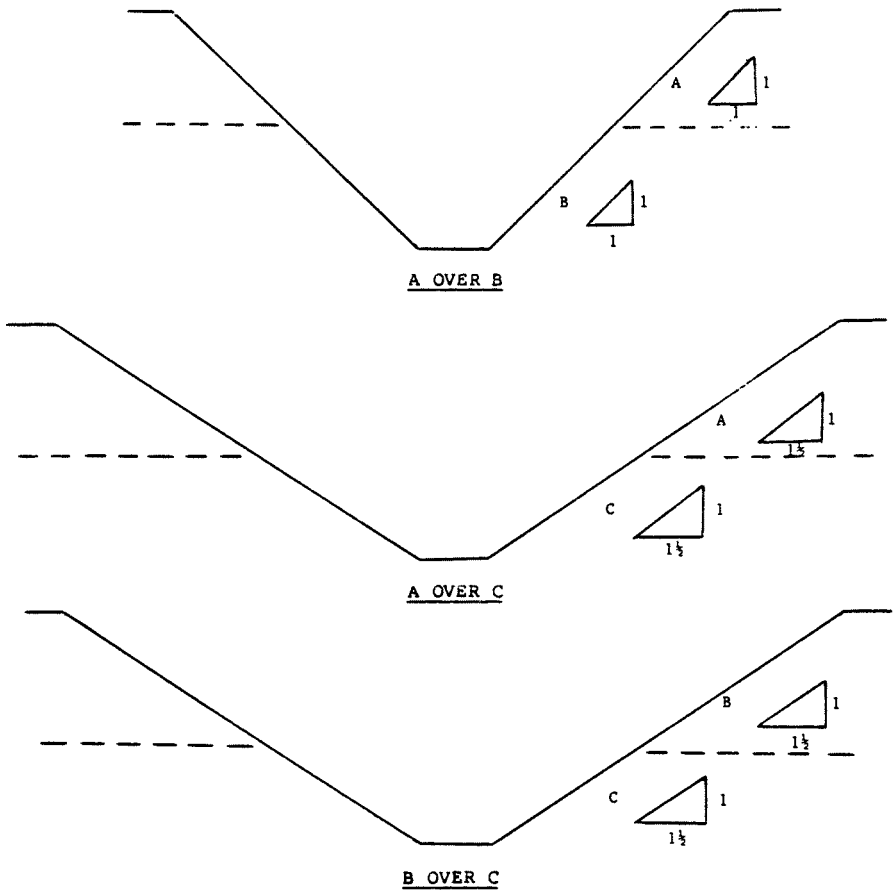
B OVER A



C OVER A



C OVER B



2. All other sloped excavations shall be in accordance with the other options permitted in §1926.652(b).

APPENDIX C TO SUBPART P OF PART 1926—TIMBER SHORING FOR TRENCHES

(a) *Scope.* This appendix contains information that can be used timber shoring is provided as a method of protection from cave-ins in trenches that do not exceed 20 feet (6.1 m) in depth. This appendix must be used when design of timber shoring protective systems is to be performed in accordance with §1926.652(c)(1). Other timber shoring configurations; other systems of support such as hydraulic and pneumatic systems; and other protective systems such as sloping, benching, shielding, and freezing systems must be designed in accordance with the requirements set forth in §1926.652(b) and §1926.652(c).

(b) *Soil Classification.* In order to use the data presented in this appendix, the soil type or types in which the excavation is made must first be determined using the soil classification method set forth in appendix A of subpart P of this part.

(c) *Presentation of Information.* Information is presented in several forms as follows:

(1) Information is presented in tabular form in Tables C–1.1, C–1.2, and C–1.3, and Tables C–2.1, C–2.2 and C–2.3 following paragraph (g) of the appendix. Each table presents the minimum sizes of timber members to use in a shoring system, and each table contains data only for the particular soil type in which the excavation or portion of

the excavation is made. The data are arranged to allow the user the flexibility to select from among several acceptable configurations of members based on varying the horizontal spacing of the crossbraces. Stable rock is exempt from shoring requirements and therefore, no data are presented for this condition.

(2) Information concerning the basis of the tabular data and the limitations of the data is presented in paragraph (d) of this appendix, and on the tables themselves.

(3) Information explaining the use of the tabular data is presented in paragraph (e) of this appendix.

(4) Information illustrating the use of the tabular data is presented in paragraph (f) of this appendix.

(5) Miscellaneous notations regarding Tables C–1.1 through C–1.3 and Tables C–2.1 through C–2.3 are presented in paragraph (g) of this Appendix.

(d) *Basis and limitations of the data*—(1) *Dimensions of timber members.* (i) The sizes of the timber members listed in Tables C–1.1 through C–1.3 are taken from the National Bureau of Standards (NBS) report, ''Recommended Technical Provisions for Construction Practice in Shoring and Sloping of Trenches and Excavations.'' In addition, where NBS did not recommend specific sizes of members, member sizes are based on an analysis of the sizes required for use by existing codes and on empirical practice.

(ii) The required dimensions of the members listed in Tables C–1.1 through C–1.3 refer to actual dimensions and not nominal dimensions of the timber. Employers wanting to use nominal size shoring are directed to Tables C–2.1 through C–2.3, or have this choice under §1926.652(c)(3), and are referred to The Corps of Engineers, The Bureau of Reclamation or data from other acceptable sources.

(2) *Limitation of application.* (i) It is not intended that the timber shoring specification apply to every situation that may be experienced in the field. These data were developed to apply to the situations that are most commonly experienced in current trenching practice. Shoring systems for use in situations that are not covered by the data in this appendix must be designed as specified in §1926.652(c).

(ii) When any of the following conditions are present, the members specified in the tables are not considered adequate. Either an alternate timber shoring system must be designed or another type of protective system designed in accordance with §1926.652.

(A) When loads imposed by structures or by stored material adjacent to the trench weigh in excess of the load imposed by a two-foot soil surcharge. The term ''adjacent'' as used here means the area within a horizontal distance from the edge of the trench equal to the depth of the trench.

(B) When vertical loads imposed on cross braces exceed a 240-pound gravity load distributed on a one-foot section of the center of the crossbrace.

(C) When surcharge loads are present from equipment weighing in excess of 20,000 pounds.

(D) When only the lower portion of a trench is shored and the remaining portion of the trench is sloped or benched unless: The sloped portion is sloped at an angle less steep than three horizontal to one vertical; or the members are selected from the tables for use at a depth which is determined from the top of the overall trench, and not from the toe of the sloped portion.

(e) *Use of Tables.* The members of the shoring system that are to be selected using this information are the cross braces, the uprights, and the wales, where wales are required. Minimum sizes of members are specified for use in different types of soil. There are six tables of information, two for each soil type. The soil type must first be determined in accordance with the soil classification system described in appendix A to subpart P of part 1926. Using the appropriate table, the selection of the size and spacing of the members is then made. The selection is based on the depth and width of the trench where the members are to be installed and, in most instances, the selection is also based on the horizontal spacing of the crossbraces. Instances where a choice of horizontal spacing of crossbracing is available, the horizontal spacing of the crossbraces must be chosen by the user before the size of any member can be determined. When the soil type, the width and depth of the trench, and the horizontal spacing of the crossbraces are known, the size and vertical spacing of the crossbraces, the size and vertical spacing of the wales, and the size and horizontal spacing of the uprights can be read from the appropriate table.

(f) *Examples to Illustrate the Use of Tables C–1.1 through C–1.3.*

(1) *Example 1.*

A trench dug in Type A soil is 13 feet deep and five feet wide.

From *Table C–1.1,* for acceptable arrangements of timber can be used.

Arrangement #B1

Space 4×4 crossbraces at six feet horizontally and four feet vertically.

Wales are not required.

Space 3×8 uprights at six feet horizontally. This arrangement is commonly called ''skip shoring.''

Arrangement #B2

Space 4×6 crossbraces at eight feet horizontally and four feet vertically.

Space 8×8 wales at four feet vertically.

Space 2×6 uprights at four feet horizontally.

Arrangement #B3

Space 6×6 crossbraces at 10 feet horizontally and four feet vertically.
Space 8×10 wales at four feet vertically.
Space 2×6 uprights at five feet horizontally.

Arrangement #B4

Space 6×6 crossbraces at 12 feet horizontally and four feet vertically.
Space 10×10 wales at four feet vertically.
Spaces 3×8 uprights at six feet horizontally.

(2) *Example 2.*

A trench dug in Type B soil in 13 feet deep and five feet wide. From Table C–1.2 three acceptable arrangements of members are listed.

Arrangement #B1

Space 6×6 crossbraces at six feet horizontally and five feet vertically.
Space 8×8 wales at five feet vertically.
Space 2×6 uprights at two feet horizontally.

Arrangement #B2

Space 6×8 crossbraces at eight feet horizontally and five feet vertically.
Space 10×10 wales at five feet vertically.
Space 2×6 uprights at two feet horizontally.

Arrangement #B3

Space 8×8 crossbraces at 10 feet horizontally and five feet vertically.
Space 10×12 wales at five feet vertically.
Space 2×6 uprights at two feet vertically.

(3) *Example 3.*

A trench dug in Type C soil is 13 feet deep and five feet wide.

From Table C–1.3 two acceptable arrangements of members can be used.

Arrangement #B1

Space 8×8 crossbraces at six feet horizontally and five feet vertically.
Space 10×12 wales at five feet vertically.
Position 2×6 uprights as closely together as possible.
If water must be retained use special tongue and groove uprights to form tight sheeting.

Arrangement #B2

Space 8×10 crossbraces at eight feet horizontally and five feet vertically.
Space 12×12 wales at five feet vertically.
Position 2×6 uprights in a close sheeting configuration unless water pressure must be resisted. Tight sheeting must be used where water must be retained.

(4) *Example 4.*

A trench dug in Type C soil is 20 feet deep and 11 feet wide. The size and spacing of members for the section of trench that is over 15 feet in depth is determined using Table C–1.3. Only one arrangement of members is provided.

Space 8×10 crossbraces at six feet horizontally and five feet vertically.
Space 12×12 wales at five feet vertically.
Use 3×6 tight sheeting.

Use of Tables C–2.1 through C–2.3 would follow the same procedures.

(g) *Notes for all Tables.*

1. Member sizes at spacings other than indicated are to be determined as specified in §1926.652(c), ''Design of Protective Systems.''

2. When conditions are saturated or submerged use Tight Sheeting. Tight Sheeting refers to the use of specially-edged timber planks (e.g., tongue and groove) at least three inches thick, steel sheet piling, or similar construction that when driven or placed in position provide a tight wall to resist the lateral pressure of water and to prevent the loss of backfill material. Close Sheeting refers to the placement of planks side-by-side allowing as little space as possible between them.

3. All spacing indicated is measured center to center.

4. Wales to be installed with greater dimension horizontal.

5. If the vertical distance from the center of the lowest crossbrace to the bottom of the trench exceeds two and one-half feet, uprights shall be firmly embedded or a mudsill shall be used. Where uprights are embedded, the vertical distance from the center of the lowest crossbrace to the bottom of the trench shall not exceed 36 inches. When mudsills are used, the vertical distance shall not exceed 42 inches. Mudsills are wales that are installed at the toe of the trench side.

6. Trench jacks may be used in lieu of or in combination with timber crossbraces.

7. Placement cf crossbraces. When the vertical spacing of crossbraces is four feet, place the top crossbrace no more than two feet below the top of the trench. When the vertical spacing of crossbraces is five feet, place the top crossbrace no more than 2.5 feet below the top of the trench.

TABLE C-1.1

TIMBER TRENCH SHORING -- MINIMUM TIMBER REQUIREMENTS *

SOIL TYPE A P_a = 25 X H + 72 psf (2 ft Surcharge)

DEPTH OF TRENCH (FEET)	SIZE (ACTUAL) AND SPACING OF MEMBERS **													
	CROSS BRACES							WALES		UPRIGHTS				
	HORIZ. SPACING (FEET)	WIDTH OF TRENCH (FEET)					VERT. SPACING (FEET)	SIZE (IN)	VERT. SPACING (FEET)	MAXIMUM ALLOWABLE HORIZONTAL SPACING (FEET)				
		UP TO 4	UP TO 6	UP TO 9	UP TO 12	UP TO 15				CLOSE	4	5	6	8
5 TO 10	UP TO 6	4X4	4X4	4X6	6X6	6X6	4	Not Req'd	---				2X6	
	UP TO 8	4X4	4X4	4X6	6X6	6X6	4	Not Req'd	---					2X8
	UP TO 10	4X6	4X6	4X6	6X6	6X6	4	8X8	4			2X6		
	UP TO 12	4X6	4X6	6X6	6X6	6X6	4	8X8	4				2X6	
10 TO 15	UP TO 6	4X4	4X4	4X6	6X6	6X6	4	Not Req'd	---				3X8	
	UP TO 8	4X6	4X6	6X6	6X6	6X6	4	8X8	4		2X6			
	UP TO 10	6X6	6X5	6X6	6X8	6X8	4	8X10	4			2X6		
	UP TO 12	6X6	6X6	6X6	6X8	6X8	4	10X10	4				3X8	
15 TO 20	UP TO 6	6X6	6X6	6X6	6X8	6X8	4	6X8	4	3X6				
	UP TO 8	6X6	6X6	6X6	6X8	6X8	4	8X8	4	3X6				
	UP TO 10	8X8	8X8	8X8	8X8	8X10	4	8X10	4	3X6				
	UP TO 12	8X8	8X8	8X8	8X8	8X10	4	10X10	4	3X6				
OVER 20	SEE NOTE 1													

* Mixed oak or equivalent with a bending strength not less than 850 psi.
** Manufactured members of equivalent strength may by substituted for wood.

TABLE C-1.2

TIMBER TRENCH SHORING -- MINIMUM TIMBER REQUIREMENTS *

SOIL TYPE B $P_a = 45 \times H + 72$ psf (2 ft. Surcharge)

DEPTH OF TRENCH (FEET)	SIZE (ACTUAL) AND SPACING OF MEMBERS**													
	CROSS BRACES						WALES		UPRIGHTS					
	HORIZ. SPACING (FEET)	WIDTH OF TRENCH (FEET)					VERT. SPACING (FEET)	SIZE (IN)	VERT. SPACING (FEET)	MAXIMUM ALLOWABLE HORIZONTAL SPACING (FEET)				
		UP TO 4	UP TO 6	UP TO 9	UP TO 12	UP TO 15				CLOSE	2	3		
5 TO 10	UP TO 6	4X6	4X6	6X6	6X6	6X6	5	6X8	5			2X6		
	UP TO 8	6X6	6X6	6X6	6X8	6X8	5	8X10	5			2X6		
	UP TO 10	6X6	6X6	6X6	6X8	6X8	5	10X10	5			2X6		
	See Note 1													
10 TO 15	UP TO 6	6X6	6X6	6X6	6X8	6X8	5	8X8	5		2X6			
	UP TO 8	6X8	6X8	6X8	8X8	8X8	5	10X10	5		2X6			
	UP TO 10	8X8	8X8	8X8	8X8	8X10	5	10X12	5		2X6			
	See Note 1													
15 TO 20	UP TO 6	6X8	6X8	6X8	8X8	8X8	5	8X10	5	3X6				
	UP TO 8	8X8	8X8	8X8	8X8	8X10	5	10X12	5	3X6				
	UP TO 10	8X10	8X10	8X10	8X10	10X10	5	12X12	5	3X6				
	See Note 1													
OVER 20	SEE NOTE 1													

* Mixed oak or equivalent with a bending strength not less than 850 psi.
** Manufactured members of equivalent strength may by substituted for wood.

TABLE C-1.3

TIMBER TRENCH SHORINC -- MINIMUM TIMBER REQUIREMENTS *

SOIL TYPE C P_a = 80 X H + 72 psf (2 ft. Surcharge)

DEPTH OF TRENCH (FEET)	SIZE (ACTUAL) AND SPACING OF MEMBERS**													
	CROSS BRACES								UPRICHTS					
	HORIZ. SPACING (FEET)	WIDTH OF TRENCH (FEET)					VERT. SPACINC (FEET)	SIZE (IN.)	VERT. SPACINC (FEET)	MAXIMUM ALLOWABLE HORIZONTAL SPACINC (FEET) (See Note 2)				
		UP TO 4	UP TO 6	UP TO 9	UP TO 12	UP TO 15				CLOSE				
5 TO 10	UP TO 6	6X8	6X8	6X8	8X8	8X8	5	8X10	5	2X6				
	UP TO 8	8X8	8X8	8X8	8X8	8X10	5	10X12	5	2X6				
	UP TO 10	8X10	8X10	8X10	8X10	10X10	5	12X12	5	2X6				
	See Note 1													
10 TO 15	UP TO 6	8X8	8X8	8X8	8X8	8X10	5	10X12	5	2X6				
	UP TO 8	8X10	8X10	8X10	8X10	10X10	5	12X12	5	2X6				
	See Note 1													
	See Note 1													
15 TO 20	UP TO 6	8X10	8X10	8X10	8X10	10X10	5	12X12	5	3X6				
	See Note 1													
	See Note 1													
	See Note 1													
OVER 20	SEE NOTE 1													

* Mixed Oak or equivalent with a bending strength not less than 850 psi.

** Manufactured members of equivalent strength may be substituted for wood.

TABLE C-2.1

TIMBER TRENCH SHORING -- MINIMUM TIMBER REQUIREMENTS *

SOIL TYPE A P_a = 25 X H ± 72 psf (2 ft. Surcharge)

DEPTH OF TRENCH (FEET)	SIZE (S4S) AND SPACING OF MEMBERS **													
	CROSS BRACES						WALES		UPRIGHTS					
	HORIZ. SPACINC (FEET)	WIDTH OF TRENCH (FEET)					VERT. SPACING (FEET)	SIZE (IN)	VERT. SPACINC (FEET)	MAXIMUM ALLOWABLE HORIZONTAL SPACING (FEET)				
		UP TO 4	UP TO 6	UP TO 9	UP TO 12	UP TO 15				CLOSE	4	5	6	8
5 TO 10	UP TO 6	4X4	4X4	4X4	4X4	4X6	4	Not Req'd	Not Req'd				4X6	
	UP TO 8	4X4	4X4	4X4	4X6	4X6	4	Not Req'd	Not Req'd					4X8
	UP TO 10	4X6	4X6	4X6	6X6	6X6	4	8X8	4			4X6		
	UP TO 12	4X6	4X6	4X6	6X6	6X6	4	8X8	4				4X6	
10 TO 15	UP TO 6	4X4	4X4	4X4	6X6	6X6	4	Not Req'd	Not Req'd				4X10	
	UP TO 8	4X6	4X6	4X6	6X6	6X6	4	6X8	4		4X6			
	UP TO 10	6X6	6X6	6X6	6X6	6X6	4	8X8	4			4X8		
	UP TO 12	6X6	6X6	6X6	6X6	6X6	4	8X10	4		4X6		4X10	
15 TO 20	UP TO 6	6X6	6X6	6X6	6X6	6X6	4	6X8	4	3X6				
	UP TO 8	6X6	6X6	6X6	6X6	6X6	4	8X8	4	3X6	4X12			
	UP TO 10	6X6	6X6	6X6	6X6	6X8	4	8X10	4	3X6				
	UP TO 12	6X6	6X6	6X6	6X8	6X8	4	8X12	4	3X6	4X12			
OVER 20	SEE NOTE 1													

* Douglas fir or equivalent with a bending strength not less than 1500 psi.

** Manufactured members of equivalent strength may be substituted for wood.

TABLE C-2.2

TIMBER TRENCH SHORING -- MINIMUM TIMBER REQUIREMENTS *

SOIL TYPE B P_a = 45 X H + 72 psf (2 ft. Surcharge)

DEPTH OF TRENCH (FEET)	SIZE (S4S) AND SPACING OF MEMBERS **												
	CROSS BRACES						WALES		UPRIGHTS				
	HORIZ. SPACING (FEET)	WIDTH OF TRENCH (FEET)				VERT. SPACING (FEET)	SIZE (IN.)	VERT. SPACING (FEET)	MAXIMUM ALLOWABLE HORIZONTAL SPACING (FEET)				
		UP TO 4	UP TO 6	UP TO 9	UP TO 12	UP TO 15			CLOSE	2	3	4	6
5 TO 10	UP TO 6	4X6	4X6	4X6	6X6	6X6	5	6X8	5			3X12 4X8		4X12
	UP TO 8	4X6	4X6	6X6	6X6	6X6	5	8X8	5		3X8		4X8	
	UP TO 10	4X6	4X6	6X6	6X6	6X8	5	8X10	5			4X8		
	See Note 1													
10 TO 15	UP TO 6	6X6	6X6	6X6	6X8	6X8	5	8X8	5	3X6	4X10			
	UP TO 8	6X8	6X8	6X8	8X8	8X8	5	10X10	5	3X6	4X10			
	UP TO 10	6X8	6X8	8X8	8X8	8X8	5	10X12	5	3X6	4X10			
	See Note 1													
15 TO 20	UP TO 6	6X8	6X8	6X8	6X8	8X8	5	8X10	5	4X6				
	UP TO 8	6X8	6X8	6X8	8X8	8X8	5	10X12	5	4X6				
	UP TO 10	8X8	8X8	8X8	8X8	8X8	5	12X12	5	4X6				
	See Note 1													
OVER 20	SEE NOTE 1													

* Douglas fir or equivalent with a bending strength not less than 1500 psi.

** Manufactured members of equivalent strength may be substituted for wood.

TABLE C-2.3

TIMBER TRENCH SHORING -- MINIMUM TIMBER REQUIREMENTS *

SOIL TYPE C P_a = 80 X H + 72 psf (2 ft. Surcharge)

DEPTH OF TRENCH (FEET)	SIZE (S4S) AND SPACING OF MEMBERS **													
	CROSS BRACES						WALES		UPRIGHTS					
	HORIZ. SPACING (FEET)	WIDTH OF TRENCH (FEET)				VERT. SPACING (FEET)	SIZE (IN)	VERT. SPACING (FEET)	MAXIMUM ALLOWABLE HORIZONTAL SPACING (FEET)					
		UP TO 4	UP TO 6	UP TO 9	UP TO 12	UP TO 15			CLOSE					
5 TO 10	UP TO 6	6X6	6X6	6X6	6X6	8X8	8X8	5	3X6					
	UP TO 8	6X6	6X6	6X6	8X8	8X8	10X10	5	3X6					
	UP TO 10	6X6	6X6	8X8	8X8	8X8	10X12	5	3X6					
	See Note 1													
10 TO 15	UP TO 6	6X8	6X8	8X8	8X8	8X8	10X10	5	4X6					
	UP TO 8	8X8	8X8	8X8	8X8	8X8	12X12	5	4X6					
	See Note 1													
	See Note 1													
15 TO 20	UP TO 6	8X8	8X8	8X8	8X10	8X10	10X12	5	4X6					
	See Note 1													
	See Note 1													
	See Note 1													
OVER 20	SEE NOTE 1													

* Douglas fir or equivalent with a bending strength not less than 1500 psi.

** Manufactured members of equivalent strength may be substituted for wood.

APPENDIX D TO SUBPART P OF PART 1926—ALUMINUM HYDRAULIC SHORING FOR TRENCHES

(a) *Scope.* This appendix contains information that can be used when aluminum hydraulic shoring is provided as a method of protection against cave-ins in trenches that do not exceed 20 feet (6.1m) in depth. This appendix must be used when design of the aluminum hydraulic protective system cannot be performed in accordance with §1926.652(c)(2).

(b) *Soil Classification.* In order to use data presented in this appendix, the soil type or types in which the excavation is made must

first be determined using the soil classification method set forth in appendix A of subpart P of part 1926.

(c) *Presentation of Information.* Information is presented in several forms as follows:

(1) Information is presented in tabular form in Tables D–1.1, D–1.2, D–1.3 and E–1.4. Each table presents the maximum vertical and horizontal spacings that may be used with various aluminum member sizes and various hydraulic cylinder sizes. Each table contains data only for the particular soil type in which the excavation or portion of the excavation is made. Tables D–1.1 and D–1.2 are for vertical shores in Types A and B soil. Tables D–1.3 and D1.4 are for horizontal waler systems in Types B and C soil.

(2) Information concerning the basis of the tabular data and the limitations of the data is presented in paragraph (d) of this appendix.

(3) Information explaining the use of the tabular data is presented in paragraph (e) of this appendix.

(4) Information illustrating the use of the tabular data is presented in paragraph (f) of this appendix.

(5) Miscellaneous notations (footnotes) regarding Table D–1.1 through D–1.4 are presented in paragraph (g) of this appendix.

(6) Figures, illustrating typical installations of hydraulic shoring, are included just prior to the Tables. The illustrations page is entitled ''Aluminum Hydraulic Shoring; Typical Installations.''

(d) *Basis and limitations of the data.* (1) Vertical shore rails and horizontal wales are those that meet the Section Modulus requirements in the D–1 Tables. Aluminum material is 6061–T6 or material of equivalent strength and properties.

(2) Hydraulic cylinders specifications. (i) 2-inch cylinders shall be a minimum 2-inch inside diameter with a minimum safe working capacity of no less than 18,000 pounds axial compressive load at maximum extension. Maximum extension is to include full range of cylinder extensions as recommended by product manufaturer.

(ii) 3-inch cylinders shall be a minimum 3-inch inside diameter with a safe working capacity of not less than 30,000 pounds axial compressive load at extensions as recommended by product manufacturer.

(3) Limitation of application.

(i) It is not intended that the aluminum hydraulic specification apply to every situation that may be experienced in the field. These data were developed to apply to the situations that are most commonly experienced in current trenching practice. Shoring systems for use in situations that are not covered by the data in this appendix must be otherwise designed as specified in §1926.652(c).

(ii) When any of the following conditions are present, the members specified in the Tables are not considered adequate. In this case, an alternative aluminum hydraulic shoring system or other type of protective system must be designed in accordance with §1926.652.

(A) When vertical loads imposed on cross braces exceed a 100 Pound gravity load distributed on a one foot section of the center of the hydraulic cylinder.

(B) When surcharge loads are present from equipment weighing in excess of 20,000 pounds.

(C) When only the lower portion or a trench is shored and the remaining portion of the trench is sloped or benched unless: The sloped portion is sloped at an angle less steep than three horizontal to one vertical; or the members are selected from the tables for use at a depth which is determined from the top of the overall trench, and not from the toe of the sloped portion.

(e) *Use of Tables D–1.1, D–1.2, D–1.3 and D–1.4.* The members of the shoring system that are to be selected using this information are the hydraulic cylinders, and either the vertical shores or the horizontal wales. When a waler system is used the vertical timber sheeting to be used is also selected from these tables. The Tables D–1.1 and D–1.2 for vertical shores are used in Type A and B soils that do not require sheeting. Type B soils that may require sheeting, and Type C soils that always require sheeting are found in the horizontal wale Tables D–1.3 and D–1.4. The soil type must first be determined in accordance with the soil classification system described in appendix A to subpart P of part 1926. Using the appropriate table, the selection of the size and spacing of the members is made. The selection is based on the depth and width of the trench where the members are to be installed. In these tables the vertical spacing is held constant at four feet on center. The tables show the maximum horizontal spacing of cylinders allowed for each size of wale in the waler system tables, and in the vertical shore tables, the hydraulic cylinder horizontal spacing is the same as the vertical shore spacing.

(f) *Example to Illustrate the Use of the Tables:*

(1) Example 1:

A trench dug in Type A soil is 6 feet deep and 3 feet wide. From Table D–1.1: Find vertical shores and 2 inch diameter cylinders spaced 8 feet on center (o.c.) horizontally and 4 feet on center (o.c.) vertically. (See Figures 1 & 3 for typical installations.)

(2) Example 2:

A trench is dug in Type B soil that does not require sheeting, 13 feet deep and 5 feet wide. From Table D–1.2: Find vertical shores and 2 inch diameter cylinders spaced 6.5 feet o.c. horizontally and 4 feet o.c. vertically. (See Figures 1 & 3 for typical installations.)

(3) A trench is dug in Type B soil that does not require sheeting, but does experience some minor raveling of the trench face. The

trench is 16 feet deep and 9 feet wide. From Table D–1.2: Find vertical shores and 2 inch diameter cylinder (with special oversleeves as designated by footnote #B2) spaced 5.5 feet o.c. horizontally and 4 feet o.c. vertically, plywood (per footnote (g)(7) to the D–1 Table) should be used behind the shores. (See Figures 2 & 3 for typical installations.)

(4) Example 4: A trench is dug in previously disturbed Type B soil, with characteristics of a Type C soil, and will require sheeting. The trench is 18 feet deep and 12 feet wide. 8 foot horizontal spacing between cylinders is desired for working space. From Table D–1.3: Find horizontal wale with a section modulus of 14.0 spaced at 4 feet o.c. vertically and 3 inch diameter cylinder spaced at 9 feet maximum o.c. horizontally. 3×12 timber sheeting is required at close spacing vertically. (See Figure 4 for typical installation.)

(5) Example 5: A trench is dug in Type C soil, 9 feet deep and 4 feet wide. Horizontal cylinder spacing in excess of 6 feet is desired for working space. From Table D–1.4: Find horizontal wale with a section modulus of 7.0 and 2 inch diameter cylinders spaced at 6.5 feet o.c. horizontally. Or, find horizontal wale with a 14.0 section modulus and 3 inch diameter cylinder spaced at 10 feet o.c. horizontally. Both wales are spaced 4 feet o.c. vertically. 3×12 timber sheeting is required at close spacing vertically. (See Figure 4 for typical installation.)

(g) *Footnotes, and general notes, for Tables D–1.1, D–1.2, D–1.3, and D–1.4.*

(1) For applications other than those listed in the tables, refer to §1926.652(c)(2) for use of manufacturer's tabulated data. For trench depths in excess of 20 feet, refer to §1926.652(c)(2) and §1926.652(c)(3).

(2) 2 inch diameter cylinders, at this width, shall have structural steel tube (3.5×3.5×0.1875) oversleeves, or structural oversleeves of manufacturer's specification, extending the full, collapsed length.

(3) Hydraulic cylinders capacities. (i) 2 inch cylinders shall be a minimum 2-inch inside diameter with a safe working capacity of not less than 18,000 pounds axial compressive load at maximum extension. Maximum extension is to include full range of cylinder extensions as recommended by product manufacturer.

(ii) 3-inch cylinders shall be a minimum 3-inch inside diameter with a safe work capacity of not less than 30,000 pounds axial compressive load at maximum extension. Maximum extension is to include full range of cylinder extensions as recommended by product manufacturer.

(4) All spacing indicated is measured center to center.

(5) Vertical shoring rails shall have a minimum section modulus of 0.40 inch.

(6) When vertical shores are used, there must be a minimum of three shores spaced equally, horizontally, in a group.

(7) Plywood shall be 1.125 in. thick softwood or 0.75 inch. thick, 14 ply, arctic white birch (Finland form). Please note that plywood is not intended as a structural member, but only for prevention of local raveling (sloughing of the trench face) between shores.

(8) See appendix C for timber specifications.

(9) Wales are calculated for simple span conditions.

(10) See appendix D, item (d), for basis and limitations of the data.

ALUMINUM HYDRAULIC SHORING
TYPICAL INSTALLATIONS

FIGURE NO. 1
VERTICAL ALUMINUM HYDRAULIC SHORING (SPOT BRACING)

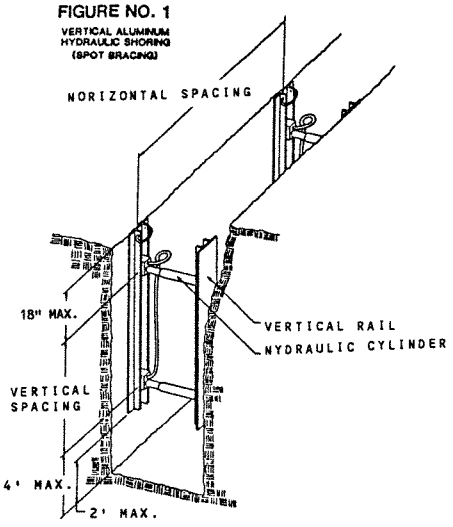


FIGURE NO. 2
VERTICAL ALUMINUM HYDRAULIC SHORING (WITH PLYWOOD)

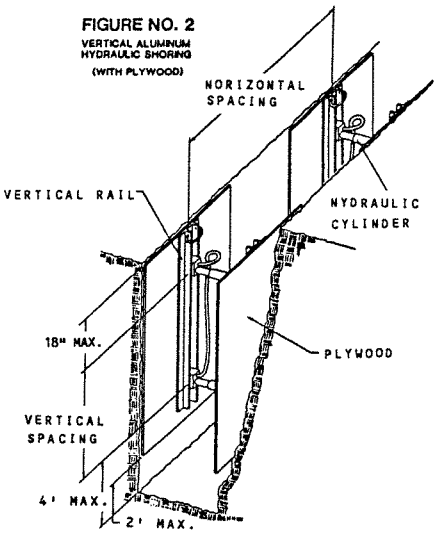


FIGURE NO. 3
VERTICAL ALUMINUM HYDRAULIC SHORING (STACKED)

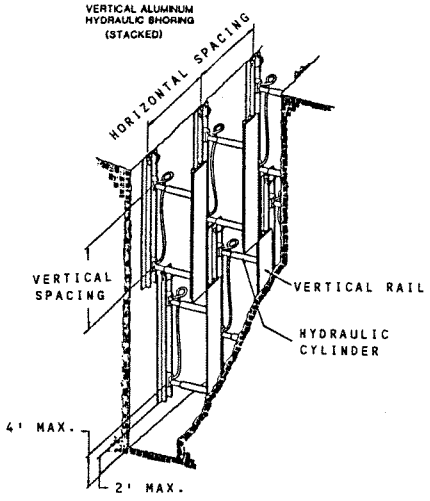


FIGURE NO. 4
ALUMINUM HYDRAULIC SHORING WALER SYSTEM (TYPICAL)

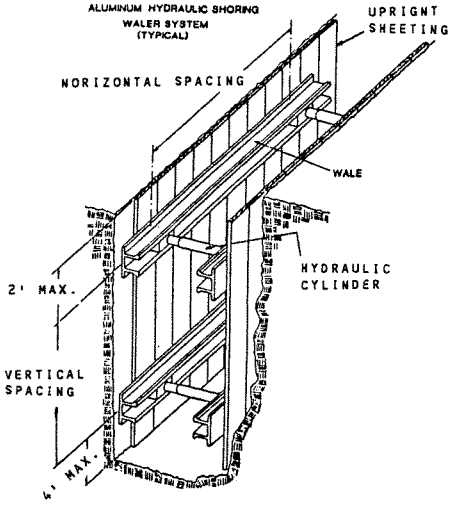


TABLE D - 1.1
ALUMINUM HYDRAULIC SHORING
VERTICAL SHORES
FOR SOIL TYPE A

DEPTH OF TRENCH (FEET)	HYDRAULIC CYLINDERS				
	MAXIMUM HORIZONTAL SPACING (FEET)	MAXIMUM VERTICAL SPACING (FEET)	WIDTH OF TRENCH (FEET)		
			UP TO 8	OVER 8 UP TO 12	OVER 12 UP TO 15
OVER 5 UP TO 10	8	4	2 INCH DIAMETER	2 INCH DIAMETER NOTE (2)	3 INCH DIAMETER
OVER 10 UP TO 15	8				
OVER 15 UP TO 20	7				
OVER 20	NOTE (1)				

Footnotes to tables, and general notes on hydraulic shoring, are found in Appendix D, Item (g)
Note (**1**): See Appendix D, Item (g) (1)
Note (**2**): See Appendix D, Item (g) (2)

TABLE D - 1.2
ALUMINUM HYDRAULIC SHORING
VERTICAL SHORES
FOR SOIL TYPE B

DEPTH OF TRENCH (FEET)	HYDRAULIC CYLINDERS				
	MAXIMUM HORIZONTAL SPACING (FEET)	MAXIMUM VERTICAL SPACING (FEET)	WIDTH OF TRENCH (FEET)		
			UP TO 8	OVER 8 UP TO 12	OVER 12 UP TO 15
OVER 5 UP TO 10	8	4	2 INCH DIAMETER	2 INCH DIAMETER NOTE (2)	3 INCH DIAMETER
OVER 10 UP TO 15	6.5				
OVER 15 UP TO 20	5.5				
OVER 20	NOTE (1)				

Footnotes to tables, and general notes on hydraulic shoring, are found in Appendix D, Item (g)
Note (**1**): See Appendix D, Item (g) (1)
Note (**2**): See Appendix D, Item (g) (2)

TABLE D - 1.3
ALUMINUM HYDRAULIC SHORING
WALER SYSTEMS
FOR SOIL TYPE B

DEPTH OF TRENCH (FEET)	WALES		HYDRAULIC CYLINDERS						TIMBER UPRIGHTS		
			WIDTH OF TRENCH (FEET)						MAX.HORIZ.SPACING (ON CENTER)		
	VERTICAL SPACING	* SECTION MODULUS	UP TO 8		OVER 8 UP TO 12		OVER 12 UP TO15		SOLID SHEET	2 FT.	3 FT.
			HORIZ. SPACING	CYLINDER DIAMETER	HORIZ. SPACING	CYLINDER DIAMETER	HORIZ. SPACING	CYLINDER DIAMETER			
(FEET)	(FEET)	(IN^3)									
OVER 5 UP TO 10	4	3.5	8.0	2 IN	8.0	2 IN NOTE(2)	8.0	3 IN			
		7.0	9.0	2 IN	9.0	2 IN NOTE(2)	9.0	3 IN	—	—	3x12
		14.0	12.0	3 IN	12.0	3 IN	12.0	3 IN			
OVER 10 UP TO 15	4	3.5	6.0	2 IN	6.0	2 IN NOTE(2)	6.0	3 IN			
		7.0	8.0	3 IN	8.0	3 IN	8.0	3 IN	—	3x12	—
		14.0	10.0	3 IN	10.0	3 IN	10.0	3 IN			
OVER 15 UP TO 20	4	3.5	5.5	2 IN	5.5	2 IN NOTE(2)	5.5	3 IN			
		7.0	6.0	3 IN	6.0	3 IN	6.0	3 IN	3x12	—	—
		14.0	9.0	3 IN	9.0	3 IN	9.0	3 IN			
OVER 20	NOTE (1)										

Footnotes to tables, and general notes on hydraulic shoring, are found in Appendix D, Item (g)
Notes (1): See Appendix D, item (g) (1)
Notes (2): See Appendix D, Item (g) (2)
* Consult product manufacturer and/or qualified engineer for Section Modulus of available wales.

TABLE D - 1.4
ALUMINUM HYDRAULIC SHORING
WALER SYSTEMS
FOR SOIL TYPE C

DEPTH OF TRENCH (FEET)	WALES		HYDRAULIC CYLINDERS						TIMBER UPRIGHTS		
			WIDTH OF TRENCH (FEET)						MAX.HORIZ SPACING (ON CENTER)		
	VERTICAL SPACING (FEET)	* SECTION MODULUS (IN^3)	UP TO 8		OVER 8 UP TO 12		OVER 12 UP TO 15		SOLID SHEET	2 FT.	3 FT.
			HORIZ. SPACING	CYLINDER DIAMETER	HORIZ. SPACING	CYLINDER DIAMETER	HORIZ. SPACING	CYLINDER DIAMETER			
OVER 5 UP TO 10	4	3.5	6.0	2 IN	6.0	2 IN NOTE(2)	6.0	3 IN	3x12	——	——
		7.0	6.5	2 IN	6.5	2 IN NOTE(2)	6.5	3 IN			
		14.0	10.0	3 IN	10.0	3 IN	10.0	3 IN			
OVER 10 UP TO 15	4	3.5	4.0	2 IN	4.0	2 IN NOTE(2)	4.0	3 IN	3x12	——	——
		7.0	5.5	3 IN	5.5	3 IN	5.5	3 IN			
		14.0	8.0	3 IN	8.0	3 IN	8.0	3 IN			
OVER 15 UP TO 20	4	3.5	3.5	2 IN	3.5	2 IN NOTE(2)	3.5	3 IN	3x12	——	——
		7.0	5.0	3 IN	5.0	3 IN	5.0	3 IN			
		14.0	6.0	3 IN	6.0	3 IN	6.0	3 IN			
OVER 20	NOTE (1)										

Footnotes to tables, and general notes on hydraulic shoring, are found in Appendix D, Item (g)
Notes (**1**): See Appendix D, item (g) (1)
Notes (**2**): See Appendix D, Item (g) (2)
* Consult product manufacturer and/or qualified engineer for Section Modulus of available wales.

APPENDIX E TO SUBPART P OF PART 1926—ALTERNATIVES TO TIMBER SHORING

Figure 1. Aluminum Hydraulic Shoring

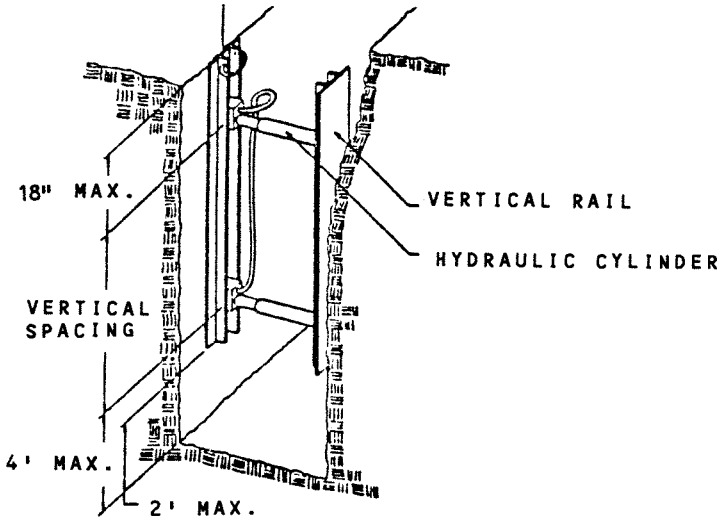


Figure 2. Pneumatic/hydraulic Shoring

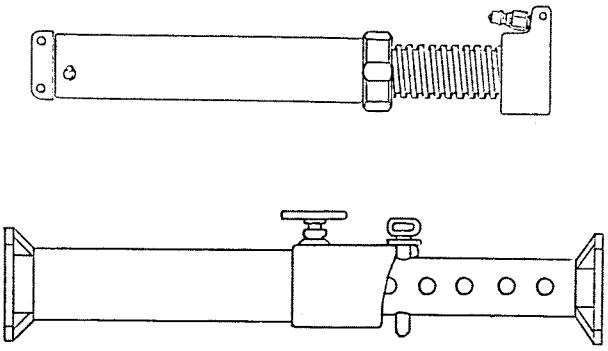


Figure 3. Trench Jacks (Screw Jacks)

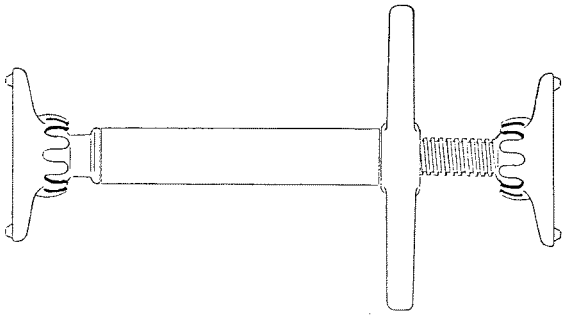
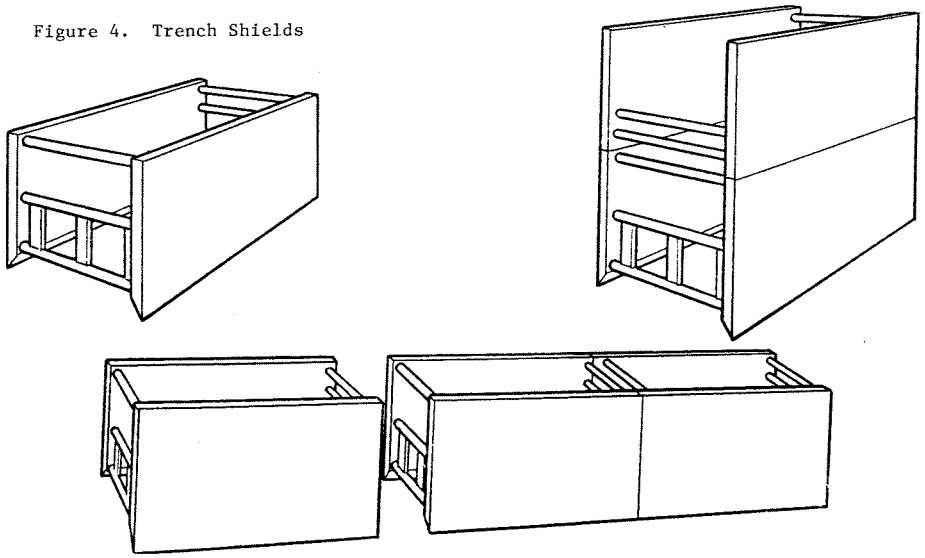


Figure 4. Trench Shields



APPENDIX F TO SUBPART P OF PART 1926—SELECTION OF PROTECTIVE SYSTEMS

The following figures are a graphic summary of the requirements contained in subpart P for excavations 20 feet or less in depth. Protective systems for use in excavations more than 20 feet in depth must be designed by a registered professional engineer in accordance with §1926.652 (b) and (c).

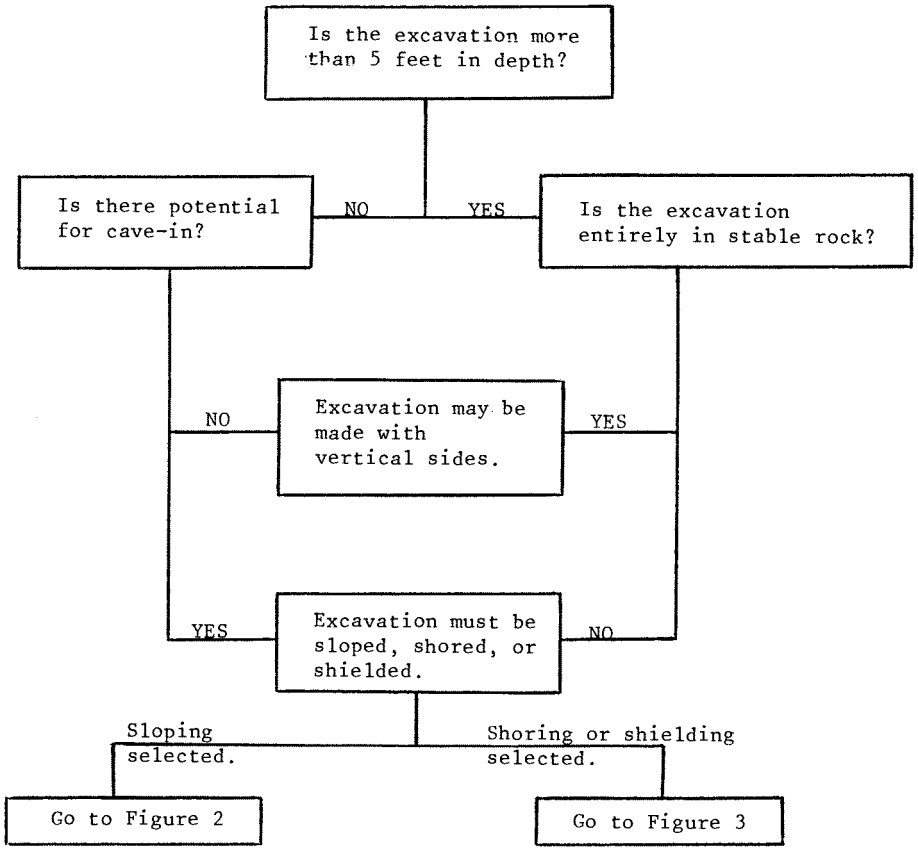


FIGURE 1 - PRELIMINARY DECISIONS

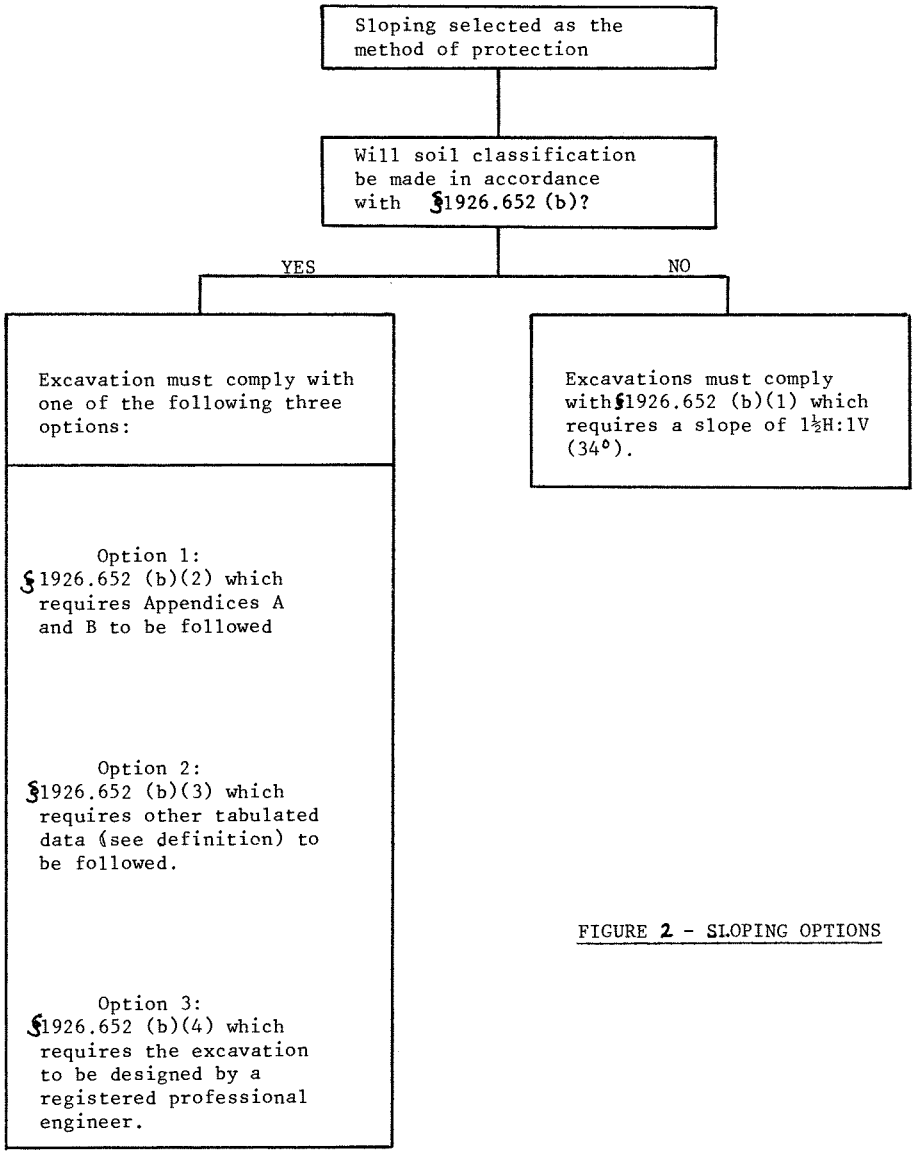


FIGURE 2 - SLOPING OPTIONS

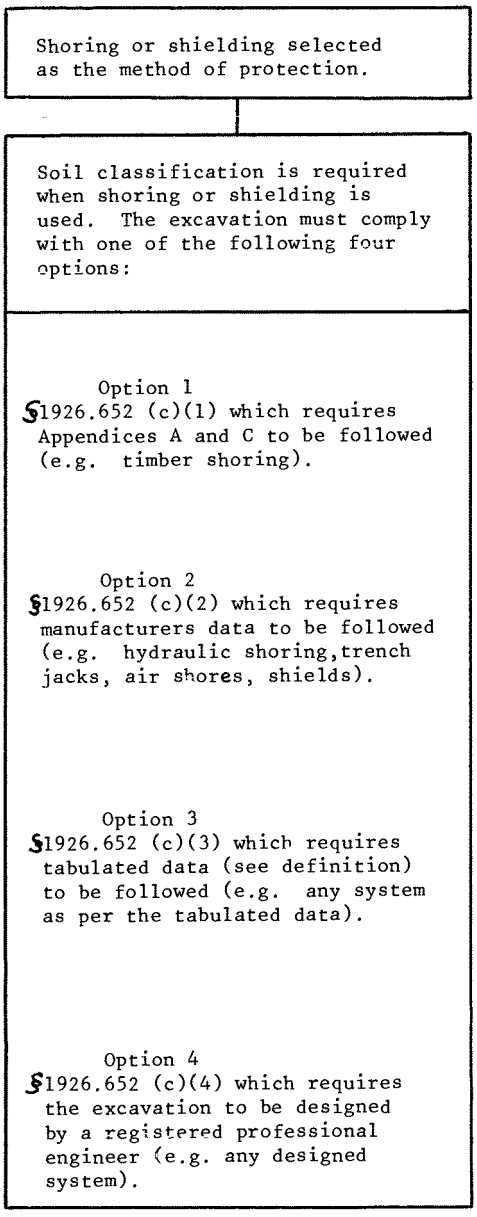


FIGURE 3 - SHORING AND SHIELDING OPTIONS

DIVISION 1 – GENERAL REQUIREMENTS

SECTION 01110 – SUMMARY OF WORK

PART 1 - GENERAL

1.01 SUMMARY:

A. This Section summarizes the Work covered in detail in the complete Contract Documents.

B. Owner: The City of Fayetteville, Arkansas, 113 West Mountain Street, Fayetteville, AR 72701 is contracting for Work described in the Contract Documents.

1. Contract Identification: LAKE SEQUOYAH DRIVE BRIDGE REHAB
2. Location: Fayetteville, Arkansas.

C. Engineer: The Contract Documents were prepared by City of Fayetteville Engineering Division

1.02 PROJECT DESCRIPTION:

THE WORK UNDER THIS CONTRACT INCLUDES, BUT IS NOT LIMITED TO full and partial depth deck repair, removal and replacement of existing joint seal and joint armor at designated locations, spall repair, and cantilever repair..

1.03 WORK BY OTHERS:

A. Work Under Other Contracts: None.

B. Work by Owner: None.

C. Other Activities: None

1.04 CONTRACTOR'S USE OF PREMISES:

A. Exclusive Use: During the construction period, Contractor shall have full use of the premises for execution of the Work. Use of premises is limited only by Owner's right to perform duties and functions as stated in the GENERAL CONDITIONS and in this Section.

1.05 OWNER'S USE OF PREMISES:

A. Partial Owner Occupancy: The Owner reserves the right to occupy completed areas of the contract, prior to Substantial Completion provided that such occupancy does not interfere with completion of the Work. Such partial occupancy shall not constitute acceptance of the total Work.

1.06 WORK SEQUENCE:

A. General: Construction sequence shall be determined by Contractor subject to Owner's need for continuous operation of existing facilities, and subject to the requirements as indicated or specified.

B. Continuous Service of Existing Facilities: Exercise caution and schedule operations to ensure that functioning of present facilities will not be disrupted. Shutdown of Owner's operating facilities to perform the Work shall be held to a minimum length of time and shall be coordinated with Owner who shall have control over the timing and schedules of such shutdowns.

1.07 PREORDERED EQUIPMENT AND MATERIALS:

None.

1.08 MEASUREMENT AND PAYMENT:

A. Unit Price Contracts: All Work indicated on the Contract Drawings and specified in the Contract Documents shall be included in the "Unit Price Schedule" in the Agreement. A Unit Price is an amount proposed by Contractor and stated in the Agreement as a price per unit of measurement for materials or services.

B. Specific Items: Measurement and payment of specific items shall be as specified in each applicable Section of the TECHNICAL SPECIFICATIONS.

1.09 COPIES OF DOCUMENTS:

A. Furnished Copies: After execution of Agreement, Contractor will be furnished at no cost, a maximum of three (3) sets of Contract Documents consisting of full-size Contract Drawings including revised Drawings and the Project Manual, in addition to those used in execution of the Agreement.

B. Additional Copies: Additional copies of above documents will be supplied by Engineer upon request of Contractor and approval of Owner.

1.10 LIST OF DRAWINGS (AND SCHEDULES):

A. Contract Drawings:
   1. Each sheet of the Contract Drawings bears the following general title: LAKE SEQUOYAH DRIVE BRIDGE REHAB
   2. Individual sheet numbers and titles are as stated on SHEET INDEX.

B. Reference Drawings:
   1. Reference Drawings included with the set of Contract Drawings are as stated on SHEET INDEX.

1.11 SCHEDULE OF OWNER-SUPPLIED EQUIPMENT AND MATERIALS:

None.

PART 2 - PRODUCTS – NOT APPLICABLE.

PART 3 - EXECUTION – NOT APPLICABLE.

END OF SECTION 01110

SECTION 01250 – CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:
   1. Minor changes in the Work.
   2. Proposal request.
   3. Work Change Directive.

B. Related Sections:
   1. DOCUMENT 00700 – GENERAL CONDITIONS.
   2. Supplementary Conditions.

1.02 MINOR CHANGES IN THE WORK

A. Engineer will advise Contractor of minor changes in Work not involving an adjustment to Contract Price or Contract Times as authorized by the DOCUMENT 00700 – GENERAL CONDITIONS, Subparagraph 9.05 by issuing Field Orders.

1.03 PROPOSAL REQUEST

A. Owner-Initiated Proposal Requests:
   1. ENGINEER may issue a Proposal Request, including detailed descriptions of proposed changes in the Work that may require adjustment to the Contract Price or the Contract Time.
      a. If necessary, the description will include supplemental or revised Drawings and Specifications.
      b. Proposal Requests issued by ENGINEER are for information only. Do not consider them instructions either to stop Work in progress or to execute the proposed change.
   2. CONTRACTOR shall submit cost proposal, including any request for an extension in Contract Times, within 14 days of receipt of Proposal Request.
   3. In order to facilitate checking of CONTRACTOR's proposals for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of cost including labor, materials, and Subcontracts. Labor and materials shall be itemized in a manner acceptable to the Engineer. Where major cost items are Subcontracts, they shall be itemized also. Document each proposal for a change in cost or time with sufficient data to support computations, including the following:
      a. Include list of quantities of Products, labor, and equipment required or eliminated and unit costs, with total amount of purchases and credits to be made.
      b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
      c. Indicate amounts for insurance and bonds.
      d. Indicate amounts for Contractor's overhead and profit.
      e. Include justification for any change in Contract Time.
      f. Include credit for deletions from Contract, similarity documented.
      g. Include an updated Contractor's Construction Schedule that indicates the

effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship.

(1) Use available total float before requesting an extension of the Contract Time.

4. On Owner's approval of a proposal request, Engineer will issue Change Orders for signatures by Owner and Contractor as provided in the DOCUMENT 00700 – GENERAL CONDITIONS.
   a. Upon execution of a Change Order, Contractor shall promptly revise Construction Progress Schedule and Schedule of Values accordingly.

1.04 WORK CHANGE DIRECTIVE

A. Engineer may issue a Work Change Directive, signed by Owner and Engineer, including detailed descriptions of changes, and identifying method for determining any change in Contract Price or Contract Time, instructing Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
   1. Contractor shall promptly execute the change.
   2. Work Change Directives shall be issued on Owner's standard form.

B. Contractor shall maintain detailed records for changes in the Work performed on a time and material basis.
   1. Submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

C. Engineer will issue Change Order CONDITIONS.

D. Upon execution of a Change Order, Contractor shall promptly revise Construction Progress Schedule and Schedule of Values for signatures by Owner and Contractor as provided in DOCUMENT 00700 – GENERAL accordingly.

PART 2 - PRODUCTS NOT USED

PART 3 - PART 3 – EXECUTION NOT USED

END OF SECTION 01250

SECTION 01270 – UNIT PRICES

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:
   1. Submission procedures.
   2. Changes of Contract Sum.
   3. Description of Unit Prices.

B. Related Sections:
   1. DOCUMENT 00400– BID FORM.
   2. DOCUMENT 00500 –AGREEMENT.
   3. DOCUMENT 00700 – GENERAL CONDITIONS.

1.02 SUBMISSION PROCEDURES

A. Submit electronically, Unit Prices for Work or materials listed in this Section.
   1. Such Unit Prices shall apply for additions and deletions.

1.03 CHANGES TO CONTRACT SUM

A. Unit Prices shall constitute full compensation or credit, as the case may be, for the complete provision, fabrication, and installation of each item listed in this Section based solely on Work in place, including all necessary labor, product, tools, equipment, transportation, services and incidentals, appurtenances, and connections required to complete the Work in place, and including insurance, overhead, profit and supervision.

B. The Unit Prices are listed electronically and will apply to the net change on any given change to the scope of Work.

C. Unit Prices accepted by the Owner and Contractor shall be identified in the Owner-Contractor Agreement.

D. Contractor shall take measurements and compute quantities for which Unit Price items are applicable.
   1. Engineer will verify measurements and quantities.
      a. Contractor shall assist Engineer by providing necessary equipment, workers, and survey personnel as the Engineer requires.
   2. Final payment for Work governed by Unit Prices will be made on the basis of the actual measurements and quantities accepted by the Engineer multiplied by the Unit Price for Work which is incorporated in or made necessary by the Work.
   3. Payment will not be made for any of the following:
      a. Products wasted or disposed of in a manner unacceptable to Engineer.
      b. Products which Engineer determines as unacceptable before or after installation.
      c. Product not completely unloaded from the transporting vehicle.
      d. Products installed beyond the lines and levels of the required Work.
      e. Products not installed after completion of Work.
      f. Loading, hauling, and disposing of rejected Products.

1.04 DESCRIPTION OF UNIT PRICES

Measurement and Payment of specific items shall be as specified in each applicable section of the TECHNICAL SPECIFICATIONS.

PART 2 - PART 2 – PRODUCTS

NOT USED

PART 3 - PART 3 – EXECUTION

NOT USED

END OF SECTION 01270

SECTION 01290 – PAYMENT PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:
   1. Schedule of values.
   2. Applications for payment.

B. Related Sections:
   1. DOCUMENT 00700 – GENERAL CONDTIONS.

1.02 APPLICATIONS FOR PAYMENT

A. Format: Document 01290.01 supported by Document 01290.02 or other approved format.
   1. Owner will provide Contractor an electronic copy of Documents 01290.01 and 01290.02.

B. Payment Period: As specified under DOCUMENT 00700 – GENERAL CONDITONS Article 14.

C. Preparation of Applications:
   1. Present required information in typewritten form.
   2. Execute application by signature of authorized officer of Contractor's firm.
   3. Indicate dollar value in each column of each line item for portion of Work completed through the last day of the application period, and for products properly stored in accordance with the Contract Documents through the last day of the previous application period.
   4. Round off dollar values to nearest dollar.
   5. Complete every entry on form.
   6. Indicate each authorized Change Order as separate items on continuation sheet.
      a. List by appropriate Change Order Number.
      b. Indicate dollar value breakdown of each Change Order by each applicable Project Manual Section.

D. Submittal Procedure:
   1. Comply with DOCUMENT 00700 - GENERAL CONDITIONS Article 14.
   2. Submit 5 copies of each Application for Payment.
   3. Submit an updated Construction Progress Schedule with each Application for Payment.
   4. Submit waivers of mechanics liens from Contractor, Subcontractors, sub-subcontractors, and Material and Equipment Suppliers for amounts certified by Engineer for construction period covered by previous application for payment.
      a. Submit on form acceptable to Owner.
   5. Substantiating data:
      a. When Owner or Engineer requires substantiating information to support Contractor's application for payment, submit data justifying dollar amounts which are in question.

b. Provide 1 copy of data with cover letter for each copy of Application for Payment.
   (1) Indicate application number and date.
   (2) List each item in question by continuation sheet identification.

6. Submit application for final payment in accordance with DOCUMENT 00700 – GENERAL CONDITIONS Article 14.

PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION NOT USED

END OF SECTION 01290

PAY ESTIMATE #__
City of Fayetteville
PROJECT NAME HERE

Construction Period:			
Date of Estimate:			
NTP Issued:		#DIV/0!	Contract Time Used
Revised Substantial Completion:		#DIV/0!	Work Complete (% of Contract $'s)
Cal. Days	365		
C/O Days			
Total Days	365		

Submitted By:

The contractor certifies that (1) title to all Work, materials, and equipment incorporated in the work, or otherwise listed in or covered by this and all previous Pay Estimates will pass to the Owner at time of payment free and and clear of all liens, claims, security interests and encumbrances (except such as are covered by Bond acceptable to Owner indemnifying Owner against any such lien, claim, security interest or encumbrance), and (2) all Work covered by this Pay Estimate is in accordance with the Contract Documents and is not defective.

Contractor:

Signature and Date

Approved By: City of Fayetteville (Engineering Division)

Signature and Date

Original Contract Amount:		
Approved Change Orders:		
Current Contract Amount:	$	-

Total Work to Date:	$	-
Materials on Hand:	$	-
Less Materials Used:	$	-
Subtotal:	$	-

Amount Due:	**$**	**-**

Retainage Previous Periods		
Retainage This Period	$	-
Less Total Retainage (5%)	**$**	**-**

Previous Payments		
Less Total Previous Payments	**$**	**-**

Due and Payable This Period:	**$**	**-**

PAY ESTIMATE #__
City of Fayetteville
PROJECT NAME HERE

	ITEM #	ITEM DESCRIPTION	UNITS	UNIT PRICE	PLAN QTY	EXTEND. PRICE	PREV. QTY	QTY. THIS EST	QTY. TO DATE	EARNED TO DATE	% OF PLAN	EARNED THIS EST
SCHEDULE 1												
	1					$ -	-	-	-	$ -	#DIV/0!	$ -
	2					$ -	-	-	-	$ -	#DIV/0!	$ -
	3					$ -	-	-	-	$ -	#DIV/0!	$ -
	4					$ -	-	-	-	$ -	#DIV/0!	$ -
	5					$ -	-	-	-	$ -	#DIV/0!	$ -
	6					$ -	-	-	-	$ -	#DIV/0!	$ -
	7					$ -	-	-	-	$ -	#DIV/0!	$ -
	8					$ -	-	-	-	$ -	#DIV/0!	$ -
	9					$ -	-	-	-	$ -	#DIV/0!	$ -
	10					$ -	-	-	-	$ -	#DIV/0!	$ -
	11					$ -	-	-	-	$ -	#DIV/0!	$ -
	12					$ -	-	-	-	$ -	#DIV/0!	$ -
	13					$ -	-	-	-	$ -	#DIV/0!	$ -
	14					$ -	-	-	-	$ -	#DIV/0!	$ -
	15					$ -	-		-	$ -	#DIV/0!	$ -
	16					$ -	-	-	-	$ -	#DIV/0!	$ -
	17					$ -	-	-	-	$ -	#DIV/0!	$ -
	18					$ -	-	-	-	$ -	#DIV/0!	$ -
	19					$ -	-	-	-	$ -	#DIV/0!	$ -
	20					$ -	-	-	-	$ -	#DIV/0!	$ -
	21					$ -	-	-	-	$ -	#DIV/0!	$ -
	22					$ -	-	-	-	$ -	#DIV/0!	$ -
	23					$ -	-	-	-	$ -	#DIV/0!	$ -
	24					$ -	-	-	-	$ -	#DIV/0!	$ -
		Subtotal Schedule 1				**$ -**				**$ -**	**#DIV/0!**	$ -
		Total (Schedules 1)				**$ -**				**$ -**	**#DIV/0!**	

PAY ESTIMATE #__
City of Fayetteville
PROJECT NAME HERE
0

ITEM	ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY STORED	EXTENDED PRICE	PREV. QNTY. INSTALLED	QNTY. INSTALLED	QNTY. TO DATE	INSTALLED TO DATE	MATERIALS ON HAND	PRCT. REMAIN
	(Subcontractor)										
ITEM	**(Vendor)**										
					$0.00			0.00	$0.00	$0.00	#DIV/0!
					$0.00			0.00	$0.00	$0.00	#DIV/0!
					$0.00			0.00	$0.00	$0.00	#DIV/0!
					$0.00			0.00	$0.00	$0.00	#DIV/0!
					$0.00			0.00	$0.00	$0.00	#DIV/0!
					$0.00			0.00	$0.00	$0.00	#DIV/0!
					$0.00			0.00	$0.00	$0.00	#DIV/0!
					$0.00			0.00	$0.00	$0.00	#DIV/0!
					$0.00			0.00	$0.00	$0.00	#DIV/0!
					$0.00			0.00	$0.00	$0.00	#DIV/0!
					$0.00			0.00	$0.00	$0.00	#DIV/0!
					$0.00			0.00	$0.00	$0.00	#DIV/0!
					$0.00			0.00	$0.00	$0.00	#DIV/0!
					$0.00			0.00	$0.00	$0.00	#DIV/0!
					$0.00			0.00	$0.00	$0.00	#DIV/0!
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					$0.00			0.00	$0.00	$0.00	#DIV/0!
					$0.00			0.00	$0.00	$0.00	#DIV/0!
					$0.00			0.00	$0.00	$0.00	#DIV/0!
					$0.00			0.00	$0.00	$0.00	#DIV/0!
					$0.00			0.00	$0.00	$0.00	#DIV/0!
					$0.00			0.00	$0.00	$0.00	#DIV/0!
					$0.00			0.00	$0.00	$0.00	#DIV/0!
					$0.00			0.00	$0.00	$0.00	#DIV/0!
				Sub Total	$0.00				$0.00	$0.00	
				TAX	$0.00				$0.00	$0.00	
				Total	$0.00				$0.00	$0.00	

	(Subcontractor)										
1					$0.00			0.00	$0.00	$0.00	#DIV/0!
2					$0.00			0.00	$0.00	$0.00	#DIV/0!
3					$0.00			0.00	$0.00	$0.00	#DIV/0!
4					$0.00			0.00	$0.00	$0.00	#DIV/0!
5					$0.00			0.00	$0.00	$0.00	#DIV/0!
6					$0.00			0.00	$0.00	$0.00	#DIV/0!
7					$0.00			0.00	$0.00	$0.00	#DIV/0!
8					$0.00			0.00	$0.00	$0.00	#DIV/0!
9					$0.00			0.00	$0.00	$0.00	#DIV/0!
10					$0.00			0.00	$0.00	$0.00	#DIV/0!
11					$0.00			0.00	$0.00	$0.00	#DIV/0!
12					$0.00			0.00	$0.00	$0.00	#DIV/0!
13					$0.00			0.00	$0.00	$0.00	#DIV/0!
14					$0.00			0.00	$0.00	$0.00	#DIV/0!
15					$0.00			0.00	$0.00	$0.00	#DIV/0!
				Sub Total	$0.00				$0.00	$0.00	
				TAX	$0.00				$0.00	$0.00	
				Total	$0.00				$0.00	$0.00	

PAY ESTIMATE #__
City of Fayetteville
PROJECT NAME HERE
0

	(Subcontractor)										
1					$0.00			0.00	$0.00	$0.00	#DIV/0!
2					$0.00			0.00	$0.00	$0.00	#DIV/0!
3					$0.00			0.00	$0.00	$0.00	#DIV/0!
4					$0.00			0.00	$0.00	$0.00	#DIV/0!
5					$0.00			0.00	$0.00	$0.00	#DIV/0!
6					$0.00			0.00	$0.00	$0.00	#DIV/0!
7					$0.00			0.00	$0.00	$0.00	#DIV/0!
8					$0.00			0.00	$0.00	$0.00	#DIV/0!
9					$0.00			0.00	$0.00	$0.00	#DIV/0!
10					$0.00			0.00	$0.00	$0.00	#DIV/0!
11					$0.00			0.00	$0.00	$0.00	#DIV/0!
12					$0.00			0.00	$0.00	$0.00	#DIV/0!
13					$0.00			0.00	$0.00	$0.00	#DIV/0!
14					$0.00			0.00	$0.00	$0.00	#DIV/0!
15					$0.00			0.00	$0.00	$0.00	#DIV/0!
				Sub Total	$0.00				$0.00	$0.00	
				TAX	$0.00				$0.00	$0.00	
				Total	$0.00				$0.00	$0.00	

Sub Total	**$0.00**	**$0.00**	**$0.00**
TAX	**$0.00**	**$0.00**	**$0.00**
Total	**$0.00**	**$0.00**	**$0.00**

CERTIFICATE OF SUBSTANTIAL COMPLETION

Contract Number: 26-31
Contract Title: LAKE SEQUOYAH DRIVE BRIDGE REHAB

CONTRACTOR: _____

DATE OF ISSUANCE: _____

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found, to the Engineer's best knowledge, information and belief, to be substantially complete. Substantial Completion is the state in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of Project or portion thereof designated above is hereby established as _____ which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

ENGINEER	BY	DATE

The Contractor will complete or correct the Work on the list of items attached hereto within _____ days from the above date of Substantial Completion.

CONTRACTOR	BY	DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at _____ (time) on _____(date).

OWNER'S REPRESENTATIVE	BY	DATE

CONTRACTOR AFFIDAVIT
FOR FINAL PAYMENT

Contract Number: 26-31

Contract Title: LAKE SEQUOYAH DRIVE BRIDGE REHAB

STATE OF _____)
)SS
COUNTY OF _____)

The Undersigned, _____ of lawful
(Name)

age, being first duly sworn, states under oath as follows:

1. I am the _____ of _____who is the general
(Title) (Contractor)
contractor for the City on Contract No. 26-31 and Contract Name/Title: LAKE SEQUOYAH DRIVE BRIDGE REHAB

2. All payrolls, material bills, use of equipment and other indebtedness connected with the Work for this Contract have been paid and all claims of whatever nature have been satisfied, as required by the Contract.

3. Contractor certifies that each Subcontractor has received full payment for its respective work in connection with the Contract.

4. This affidavit is made in behalf of the Contractor for the purpose of securing from the City of Fayetteville, Arkansas, the certification of completion of the Contract and receiving payment therefore.

CONTRACTOR_____

By _____
(Signature)

Title _____

On this _____ day of _____, _____, before me

appeared _____, to me personally known to be the

_____of the_____,

and who executed the foregoing instrument and acknowledged that (s)he executed the same on behalf of

the _____ as its free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written.

My commission expires:

_____ _____
Notary Public

SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Contract Number: 26-31

Contract Title: LAKE SEQUOYAH DRIVE BRIDGE REHAB

STATE OF _____)
)SS
COUNTY OF _____)

The Undersigned, _____ of lawful age, being first duly sworn,
(Name)
states under oath as follows:

1. I am the _____ of _____hereinafter "Subcontractor"
(Title) (contractor)
to _____, general contractor on 26-31 / LAKE SEQUOYAH DRIVE BRIDGE REHAB
(Name of Contractor) (Contract Number and Title)

2. All payrolls, material bills, use of equipment and other indebtedness connected with the work for this project have been paid and all claims of whatever nature have been satisfied.

3. A total of $_____has been received as full compensation for: _____
performed in connection with the contract. (area / scope of work)

4. This affidavit is made in behalf of the Contractor for the purpose of securing from Fayetteville, Arkansas, the certification of completion of the project and receiving payment therefore.

SUBCONTRACTOR_____

By _____
(Signature)

Title _____

On this _____ day of _____, _____, before me

appeared _____, to me personally known to be the

_____of the_____,

and who executed the foregoing instrument and acknowledged that (s)he executed the same on behalf of the

_____ as its free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written.

My commission expires:

_____ _____
Notary Public

SECTION 01320 – PROJECT MEETINGS, SCHEDULES, AND REPORTS

PART 1 - GENERAL

1.01 Summary: This Section includes the following administrative and procedural requirements:

A. Project Meetings:
   1. Preconstruction conference.
   2. Progress meetings.

B. Schedules and Reports:
   1. Comply with GENERAL CONDITIONS

C. Related Work Specified Elsewhere:
   1. For Schedules: SECTION 01321.

1.02 PROJECT MEETINGS:

A. Preconstruction Conference:
   1. Engineer will conduct a meeting within 60 days after the Effective Date of the Agreement, to review items stated in the following agenda and to establish a working understanding between the parties as to their relationships during performance of the Work.
   2. Preconstruction conference shall be attended by:
      a. Contractor and his superintendent.
      b. Engineer and Resident Project Representative if any.
      c. Representative(s) of Owner.
      d. At Engineer's option, representatives of principal Subcontractors and Suppliers.
   3. Meeting Agenda:
      a. Construction schedules.
      b. Critical Work sequencing.
      c. Designation of responsible personnel.
      d. Project coordination.
      e. Procedures and Processing of:
         (1) Field decisions.
         (2) Substitutions.
         (3) Submittals.
         (4) Change Orders.
         (5) Applications for Payment.
         (6) Proposal Requests.
         (7) Contract Closeout.
         (8) Requests for Interpretation.
         (9) Field Orders.
         (10) Work Change Directives.
      f. Procedures for testing.
      g. Procedures for maintaining record documents.
      h. Use of Premises:
         (1) Office, work, and storage areas.
         (2) Owner's requirements.
      i. Construction facilities, controls, and construction aids.
      j. Temporary utilities.

k. Safety and first-aid.
l. Security.
m. Requirements for start-up of equipment.
n. Inspection and acceptance of equipment put into service during construction period.
o. Distribution of Contract Documents

4. Location of Meeting: At or near the Project Site.
5. Reporting:
   a. Within 7 working days after the meeting, Engineer will prepare and distribute minutes of the meeting to Owner and Contractor.
   b. Contractor shall provide copies to Subcontractors and major Suppliers.

B. Progress Meetings:
1. Engineer shall schedule and conduct monthly meetings, or at other intervals as requested by Owner. Representatives of the Engineer, Resident Project Representative, and Contractor shall be present at each meeting. With Engineer's concurrence, Contractor may request attendance by representatives of Subcontractors, Suppliers, or other entities concerned with current program or involved with planning, coordination, or performance of future activities. All participants in the meeting shall be familiar with the Project and authorized to conclude matters relating to the Work.
   a. Contractor and each Subcontractor represented shall be prepared to discuss the current construction progress report and any anticipated future changes to the schedule.
2. Location of Meetings: At or near Project Site.
3. Reporting:
   a. Within 7 working days after each meeting, Engineer shall prepare and distribute minutes of the meeting to Owner and Contractor.
   b. Contractor shall distribute copies to principle Subcontractors and Suppliers.

PART 2 - PRODUCTS – Not Applicable.

PART 3 - EXECUTION – Not Applicable.

END OF SECTION 01320

SECTION 01321 – SCHEDULE

PART 1 - GENERAL

1.01 SUMMARY

A. This Section includes procedural requirements for preparation, submittal, and updating of Contractor's construction progress schedules.

B. Related Work:

1. Documents affecting work of this Section include, but are not limited to: General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
2. Section 01290 – Payment Procedures.
3. Section 01320 – Project Meetings, Schedules, and Reports.

1.02 FORMAT

A. Prepare Schedules as a Gantt chart with separate bar for each major portion of Work or operation, identifying first work day of each week.

B. Sequence of Listings: The chronological order of the start of each item of Work.

C. Scale and Spacing: To provide space for notations and revisions.

D. Sheet Size: Minimum multiples of 8-1/2 x 11 inches.

1.03 CONTENT

A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction. The schedule shall clearly indicate the sequence of construction for the various items that involve either existing and/or potentially relocated utilities. This schedule shall have the least negative impact on the adjacent property owners and provide an orderly sequence that will produce the least disruptive action for utilities and their customers.

B. Identify work of separate stages and other logically grouped activities.

C. Provide sub-schedules to define critical portions of the entire Schedule.

D. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the cut-off date for each monthly pay estimate.

1.04 SUBMITTALS

A. Submit a finalized construction progress schedule within fifteen (15) days after date of Notice of Award or at least seven (7) days prior to the pre-construction conference, whichever occurs first. After review, resubmit required revised data within ten (10) days.

B. Submit monthly revisions with each pay estimate in the number of opaque reproductions that Engineer requires, plus two copies, which will be retained by Engineer.

1.05 REVISIONS TO SCHEDULES

A. Indicate progress of each activity to date of submittal, and projected completion date of each activity.

B. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.

C. Provide narrative report to define problem areas, anticipated delays, and impact on Schedule. Report corrective action taken, or proposed, and its effect.

1.06 DISTRIBUTION

A. Distribute copies of reviewed Schedules to project site file, Subcontractors, suppliers, and other concerned parties.

B. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in Schedules.

PART 2 - PRODUCTS: NOT APPLICABLE

PART 3 - EXECUTION: NOT APPLICABLE

END OF SECTION 01321

SECTION 01325 – CONSTRUCTION PHOTOGRAPHS

PART 1 - GENERAL

1.01 SUMMARY:

A. This Section specifies administrative and procedural requirements for construction photographs.

1.02 SUBMITTALS:

A. Submit photographs, tapes, films and electronic media as specified in SECTION 01330 - SUBMITTALS and in PART 3 – this Section.

1.03 QUALITY ASSURANCE:

A. Photographs may be taken by Contractor personnel provided the photographs are of sufficient quality, clarity, and content to adequately indicate the status and detail of the Work. If the quality and detail of the photographs taken by Contractor personnel is not adequate to clearly show the condition of the Work, the Contractor shall retain the services of a qualified and established commercial photographer experienced in construction photography. Engineer will make the final determination of the adequacy of the photographs.

B. Audiovisual tapes or digital recordings may be taken by Contractor personnel provided they are of sufficient quality, clarity, and content to adequately and clearly indicate the status and detail of the Work as well as conditions before and after the construction activities. If the quality and detail of the recordings is not adequate to clearly show the condition and detail of the Work as well as conditions before and after the construction activities, Contractor shall retain the services of an established professional electrographer experienced in the production of color audio/video tape documentation of the construction industry. Engineer will make the final determination of the adequacy of the tapes and recordings.

PART 2 - PRODUCTS

2.01 PHOTOGRAPHIC REQUIREMENTS: Specified in PART 3, this Section.

PART 3 - EXECUTION

3.01 PROGRESS SITE PHOTOGRAPHS:

A. Contractor shall be responsible for photographs of the Site to show the existing and general progress of the Work. Engineer will advise as to which views are of interest. Photographs shall be taken of the following areas and at the following times.

1. Existing Site conditions before Site work is started. Number of views shall be adequate to cover the Site.
2. Progress of the Work from clearing throughout construction. There shall be four (4) different views taken no more than five days before the date of the periodic Payment Application.
3. Finished Project after completion of Work. Number of views shall be adequate to show the finished Work.

4. If Project is not completed during the Contract Times or authorized extensions, photographs shall continue to be taken at no increase in Contract Price.

B. Construction photographs may be either photographic prints or digital images.

C. Photographic Prints:
1. All prints shall be color, smooth glossy finish, 5" x 7" in size taken with full frame 35 mm camera, and inserted into archival quality polypropylene photographic binder pages punched for insertion into a standard 3-ring binder. Provide binders identified by Contract name and Contract number.

D. Digital Images:
1. Submit a complete set of digital image electronic files with each submittal of photographic prints.
   a. Provide images in JPEG format, with minimum sensor size of 3.0 megapixels.
   b. Submit images that have same aspect ratio as the sensor, uncropped.

E. Print Negatives:
1. Negatives for 5" x 7" prints shall be protected by roll in negative sleeves. Negative sleeves shall be identified with Contract name and Contract number, date of exposure, roll number, or other general identifying information, and name of Contractor.

F. Identification:
1. Identify each photographic print on the reverse side with a label which contains the Contract name and Contract number, date of exposure, and description of view. Prints shall also bear the photographer's name or trademark.
2. Identify electronic media with date digital photographs were taken. Provide a separate reference document which contains the Contract name and Contract number, date of exposure, and description of each referenced view.

G. Provide three prints of each view.

H. Deliver prints and electronic media files to Engineer.

I. Deliver photographic negatives to Engineer.

3.02 AUDIO / VIDEO TAPE RECORDINGS:

A. Audio / video recordings shall be made of the entire Site showing the condition of the Site or terrain previous to any alterations by Contractor and before disturbing of the Site is started. Existing utilities shall be marked and construction staking shall be in place before taping begins. A second audio / video recording shall be produced after completion of all construction operations, showing the same view or views as close as possible, to illustrate "before" and "after" conditions. This is the responsibility of Contractor. Three days' notice shall be given to Engineer and Owner prior to this Work to allow them to accompany electrographer.

B. All required equipment, accessories, materials, and labor for the timely production of this documentation shall be arranged/furnished through Contractor.
The audio / video system shall be capable of producing bright, sharp, clear visual images which render accurate colors free from imperfections and distortions that might obscure recorded information during playback. The simultaneous audio record shall be made directly onto the original tapes, and shall record narration of the electrographer clearly and audibly, with adequate volume, free from unnecessary interruptions and distortions that might eliminate recorded information during playback.

C. Zone of Influence: Unless otherwise indicated by Engineer or Owner, the area which might be affected by the construction operations and, therefore, shall be documented in these tape recordings, shall be whichever of the following includes the greatest area.
1. All areas within the temporary construction right-of-ways and grading limits, as indicated on the Contract Drawings.
2. The permanent easement for the completed improvements, as indicated on the Contract Drawings.
3. All areas within 35 feet of the proposed improvements with an additional 20 feet of supplemental coverage in residential areas.
4. All areas within the Project Site.

D. Audio / Video Tape Production Procedures:
1. It is required that the audio / video tape recordings be produced while actually walking the construction route or site - NOT through the use of wheeled vehicles.
2. All video tape recordings shall display digital information continuously; this information shall include the current time and date, showing the month, day, and year. This information shall be audibly acknowledged by the electrographer at appropriate times during recording sequences.
3. Each recording tape shall begin with a visual of the professional electrographer's name or business trademark, followed by the current date and time on digital display, plus audible (and visual, if possible) indication of Contract name and numbers, municipality, name of Contractor, and other pertinent information. Thereafter, each recording sequence shall begin with the current time and date, followed by the location of the electrographer, direction of view, and description of the scene being recorded. Continuous updates of this information, plus other pertinent comments, shall be given throughout the recording sequence. Such audio and video records shall include, but not be limited to, conditions of existing pavement, curbs, sidewalks, driveways, culverts, headwalls, retaining walls, ditches, roadways, mailboxes, fences, trees, shrubs and landscaping, major structural conditions of residences and commercial buildings, fences, signs, headwalls, general terrain, and similar items. Particular and detailed attention shall be given to any defects noted, such as cracks, disturbed areas, damaged areas, or as may be required by Engineer.
4. Representatives of Engineer and Contractor shall accompany the electrographer during recording sessions, to assist with location of the alignment and areas of construction activity, and identification of items and conditions to be recorded.

5. All recordings shall be completed during periods of adequate lighting and visibility. Sufficient lighting must be available to provide proper illumination of shadowed areas, and proper exposure adjustments shall be made where required. No taping shall be completed during precipitation, mist, fog, or when more than 10% of the ground surface has snow cover.
6. Houses and buildings shall be identified visually by house number, when visible, in such a manner that structures of the proposed system, i.e., manholes on a sewer system and hydrants on a water system, may be located by reference.
7. Original audio / video tape recordings shall be furnished to Owner and a copy furnished to Engineer before the start of any construction. One copy shall be retained by Contractor.
8. Any portion of the videotape recording not conforming to the Specifications will be rejected.
9. Any taped coverage not acceptable to Owner shall be refilmed at no additional cost to Owner within five (5) days after notification of taping inadequacy.

E. Ownership and Authenticity of Original Tapes:
1. All original audio / video tape recordings shall become the property of Owner, plus one duplicate of each shall be provided to Engineer. Each tape shall be provided in a protective sleeve or case, identified as to Contract name and number, production date of original recording, name of Contractor, and electrographer's name or trademark. A legible copy of the log shall be included.

3.03 ADDITIONAL PHOTOGRAPHS:

A. From time to time Engineer may issue requests for additional photographs, in addition to periodic photographs specified. Additional photographs will be paid for by Change Order, and are not included in the Contract Price or an Allowance.
1. Engineer will give the photographer 3 days' notice, where feasible.
2. In emergency situations, the photographer shall take additional photographs within 24 hours of Engineer's request.
3. Circumstances that could require additional photographs include, but are not limited to:
   a. Substantial Completion of a major phase or component of Work.
   b. Owner's or Engineer's request for special publicity photographs.
   c. Special events planned at Project Site.
   d. Immediate follow-up when on-site events result in construction damage or losses.
   e. Photographs to be taken at fabrication locations away from Project Site.
   f. Extra record photographs at time of final acceptance.

END OF SECTION 01325

SECTION 01420 – DEFINITIONS AND STANDARDS

PART 1 - GENERAL

1.01 SUMMARY:

A. Definitions:
1. Basic contract definitions used in the Contract Documents are defined in the GENERAL CONDITIONS. Definitions and explanations are not necessarily either complete or exclusive, but are general for the Work.
2. General Requirements are the provisions or requirements of DIVISION 1 Sections, and which apply to the entire Work of the Contract.

B. Related Information Specified Elsewhere: Specification standards and associations applicable to the Work are specified in each Section.

1.02 SPECIFICATION FORMAT AND CONTENT EXPLANATIONS:

A. Specification Format: The Specifications are organized into two (2) major divisions of CONTRACT DOCUMENTS and TECHNICAL SPECIFICATIONS.

B. Specification Content:
1. These Specifications apply certain conventions in the use of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances. These conventions are explained as follows:
a. Imperative and Streamlined Language: These Specifications are written in imperative and abbreviated form. This imperative language of the technical Sections is directed at the Contractor, unless specifically noted otherwise. Incomplete sentences shall be completed by inserting "shall," "the Contractor shall," and "shall be," and similar mandatory phrases by inference in the same manner as they are applied to notes on the Drawings. The words "shall be" shall be supplied by inference where a colon (:) is used within sentences or phrases. Except as worded to the contrary, fulfill (perform) all indicated requirements whether stated imperatively or otherwise.
b. Specifying Methods: The techniques or methods of specifying requirements varies throughout text, and may include "prescriptive," "compliance with standards," "performance," "proprietary," or a combination of these. The method used for specifying one unit of Work has no bearing on requirements for another unit of Work.
c. Overlapping and Conflicting Requirements: Where compliance with two or more industry standards or sets of requirements is specified, and overlapping of those different standards or requirements establishes different or conflicting minimums or levels of quality, notify Engineer for a decision as specified in GENERAL CONDITIONS.
d. Abbreviations: Throughout the Contract Documents are abbreviations implying words and meanings which shall be appropriately interpreted. Specific abbreviations have been established, principally for lengthy technical terminology and in conjunction with coordination of Specification requirements with notations on Drawings and in schedules. These are normally defined at first instance of

use. Organizational and association names and titles of general standards are also abbreviated.

C. Assignment of Specialists: In certain instances, Specification text requires that specific Work be assigned to specialists in the operations to be performed. These specialists shall be engaged for performance of those units of Work, and assignments are requirements over which Contractor has no choice or option. These assignments shall not be confused with, and are not intended to interfere with, enforcement of building codes and similar regulations governing the Work, local trade and union jurisdictions, and similar conventions. Nevertheless, final responsibility for fulfillment of Contract requirements remains with Contractor.

D. Trades: Except as otherwise specified or indicated, the use of titles such as "carpentry" in Specification text, implies neither that the Work must be performed by an accredited or unionized tradesperson of corresponding generic name (such as "carpenter"), nor that specified requirements apply exclusively to work by tradespersons of that corresponding generic name.

1.03 DRAWING SYMBOLS:

A. Except as otherwise indicated, graphic symbols used on Drawings are those symbols recognized in the construction industry for purposes indicated. Refer instances of uncertainty to Engineer for clarification.

1.04 INDUSTRY STANDARDS:

A. Applicability of Standards: Except where the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents. Such standards are made a part of the Contract Documents by reference and are stated in each Section.

1. Referenced standards, referenced directly in Contract Documents or by governing regulations, have precedence over nonreferenced standards which are recognized in industry for applicability to the Work.
2. Where compliance with an industry standard is required, standard in effect shall be as stated in GENERAL CONDITIONS.
3. Where an applicable code or standard has been revised and reissued after the date of the Contract Documents and before performance of Work affected, the Engineer will decide whether to issue a Change Order to proceed with the updated standard.
4. In every instance the quantity or quality level shown or specified shall be the minimum to be provided or performed. The actual installation may comply exactly, within specified tolerances, with the minimum quantity or quality specified, or it may exceed that minimum within reasonable limits. In complying with these requirements, indicated numeric values are minimum or maximum values, as noted, or appropriate for the context of the requirements. Refer instances of uncertainty to the Engineer for a decision before proceeding.
5. Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to that entity's construction

activity. Copies of applicable standards are not bound with the Contract Documents.

a. Where copies of standards are needed for performance of a required construction activity, Contractor shall obtain copies directly from the publication source.

B. Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. Where such acronyms or abbreviations are used in the Specifications or other Contract Documents, they mean the recognized name of the trade association, standards generating organization, authority having jurisdiction, or other entity applicable to the context of the text provision.

PART 2 - PRODUCTS – Not Applicable.

PART 3 - EXECUTION – Not Applicable.

END OF SECTION 01420

SECTION 01530 – TEMPORARY BARRIERS AND CONTROLS

PART 1 - GENERAL

1.01 SUMMARY:

A. This Section includes General Requirements for:
   1. Safety and protection of Work.
   2. Safety and protection of existing property.
   3. Barriers.
   4. Security.
   5. Environmental controls.
   6. Access roads and parking areas.
   7. Traffic control and use of roadways.
   8. Railroad service.

B. Related Work Specified Elsewhere:
   1. Temporary Utilities and Facilities: SECTION 01560.

PART 2 - PRODUCTS – Not Applicable.

PART 3 - EXECUTION

3.01 SAFETY AND PROTECTION OF WORK AND PROPERTY:

A. General:
   1. Provide for the safety and protection of the Work as set forth in GENERAL CONDITIONS. Provide protection at all times against rain, wind, storms, frost, freezing, condensation, or heat so as to maintain all Work and Equipment and Materials free from injury or damage. At the end of each day, all new Work likely to be damaged shall be appropriately protected.
   2. Notify Engineer immediately at any time operations are stopped due to conditions which make it impossible to continue operations safely or to obtain proper results.
   3. Construct and maintain all necessary temporary drainage and do all pumping necessary to keep excavations, floors, pits, trenches, manholes, and ducts free of water.

B. Property Other than Owner's:
   1. Provide for the safety and protection of property as set forth in the GENERAL CONDITIONS. Report immediately to the owners thereof and promptly repair damage to existing facilities resulting from construction operations.
   2. Names and telephone numbers of representatives of agencies and utilities having jurisdiction over streets and utilities in the Work area can be obtained from Engineer for the agencies listed below. Concerned agencies or utilities shall be contacted a minimum of 24 hours prior to performing Work, closing streets and other traffic areas, or excavating near underground utilities or pole lines.
      a. Water.
      b. Gas.
      c. Sanitary sewers.

d. Storm drains.
e. Pipeline companies.
f. Telephone.
g. Electric.
h. Municipal streets.
i. State highways.
j. City engineer.
k. Fire.
l. Police.

3. Operation of valves or other appurtenances on existing utilities, when required, shall be by or under the direct supervision of the owning utility.
4. Where fences are to be breached on private property, the owners thereof shall be contacted and arrangements made to ensure proper protection of any livestock or other property thus exposed.
5. The applicable requirements specified for protection of the Work shall also apply to the protection of existing property of others.
6. Before acceptance of the Work by Owner, restore all property affected by Contractor's operations to the original or better condition.

3.02 BARRIERS:

A. General:

1. Furnish, install, and maintain suitable barriers as required to prevent public entry, protect the public, and to protect the Work, existing facilities, trees, and plants from construction operations. Remove when no longer needed or at completion of Work.
2. Materials may be new or used, suitable for the intended purpose, but shall not violate requirements of applicable codes and standards or regulatory agencies.
3. Barriers shall be of a neat and reasonable uniform appearance, structurally adequate for the required purposes.
4. Maintain barriers in good repair and clean condition for adequate visibility. Relocate barriers as required by progress of Work.
5. Repair damage caused by installation and restore area to original or better condition. Clean the area.

B. Tree and Plant Protection:

1. Preserve and protect existing trees and plants at the Site which are designated to remain and those adjacent to the Site.
2. Provide temporary barriers around each, or around each group of trees and plants. Unless indicated or specified otherwise, construct to a height of 6 feet around trees, and to a height to adequately protect plants.
3. Consult with Engineer and remove agreed-on roots and branches which will interfere with construction. Employ qualified tree surgeon to remove and to treat cuts.
4. Protect root zones of trees and plants as follows:
   a. Do not allow vehicular traffic or parking.
   b. Do not store materials or products.

c. Prevent dumping of refuse or chemically injurious materials or liquids.
d. Prevent puddling or continuous running water.

5. Carefully supervise excavating, grading and filling, and subsequent construction operations to prevent damage.
6. Remove and replace, or suitably repair, trees and plants which are damaged or destroyed due to construction operations, and which were designated to remain.

3.03 ENVIRONMENTAL CONTROLS:

A. Noise Control: OSHA requirements shall be adhered to for this contract.

B. Dust Control:
1. Provide positive methods and apply dust control materials to minimize raising dust from construction operations; and to prevent airborne dust from dispersing into the atmosphere.
2. Clean interior spaces prior to the start of finish painting and continue cleaning on an as-needed basis until painting is finished.
3. Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly-coated surfaces.

C. Water and Erosion Control:
1. Provide methods to control surface water to prevent damage to the Project, the Site, or adjoining properties.
2. Plan and execute construction and earthwork by methods to control surface drainage from cuts and fills, and from borrow and waste disposal areas, to prevent erosion and sedimentation.
a. Hold the areas of bare soil exposed at one time to a minimum.
b. Provide temporary control measures such as berms, dikes, and drains.
3. Control fill, grading, and ditching to direct surface drainage away from excavations, pits, tunnels, and other construction areas; and to direct drainage to proper runoff.
4. Provide, operate, and maintain hydraulic equipment of adequate capacity to control surface and groundwater.
5. Dispose of drainage water in a manner to prevent flooding, erosion, or other damage to any portion of the Site or to adjoining areas.
6. Provide temporary drainage where the roofing or similar waterproof deck construction is completed prior to the connection and operation of the permanent drainage piping system.
7. Comply with all other requirements indicated or specified.

D. Debris Control and Clean-Up:
1. Keep the premises free at all times from accumulations of debris, waste materials, and rubbish caused by construction operations and employees. Responsibilities shall include:
a. Adequate trash receptacles about the Site, emptied promptly when filled.
b. Periodic cleanup to avoid hazards or interference with operations at the Site and to maintain the Site in a reasonably neat condition.
c. The keeping of construction materials such as forms and scaffolding neatly stacked.

d. Immediate cleanup to protect the Work by removing splattered concrete, asphalt, oil, paint, corrosive liquids, and cleaning solutions from walls, floors, and metal surfaces before surfaces are marred.

2. Prohibit overloading of trucks to prevent spillages on access and haul routes. Provide periodic inspection of traffic areas to enforce requirements.
3. Final cleanup is specified in SECTION 01780 - CONTRACT CLOSEOUT.

E. Pollution Control:

1. Provide methods, means, and facilities required to prevent contamination of soil, water, or atmosphere by the discharge of hazardous or toxic substances from construction operations.
2. Provide equipment and personnel, perform emergency measures required to contain any spillages, and remove contaminated soils or liquids. Excavate and dispose of any contaminated earth off-Site in approved locations, and replace with suitable compacted fill and topsoil.
3. Take special measures to prevent harmful substances from entering public waters, sanitary, or storm sewers.
4. Adhere to the Spill Prevention Control and Countermeasures Plan (SPCCP) requirements as stated in 40 CFR Part 112.

3.04 ACCESS ROADS AND PARKING AREAS:

A. New Temporary On-Site Roads and Parking Areas:

1. Locate roads, drives, walks, and parking facilities to provide access to construction offices, mobilization, Work, storage areas, and other areas required for execution of the Contract.
   a. Consult with Engineer regarding any desired deviation therefrom.
   b. Size of parking facilities shall be adequate to provide for needs of Contractor's personnel, Resident Project Representatives, and visits to Site by Engineer and Owner.
2. Provide access for emergency vehicles. Maintain driveways a minimum of 15 feet wide between and around combustible materials in storage and mobilization areas.
3. Maintain traffic areas free of excavated materials, construction equipment, snow, ice, and debris.
4. Construct temporary bridges and culverts to span low areas and allow unimpeded drainage.
5. Keep fire hydrants and water control valves free from obstruction and accessible for use.
6. Construction:
   a. Clear areas required.
   b. Fill, compact, and grade areas as necessary to provide suitable support for vehicular traffic under anticipated loadings. Materials and construction shall be as indicated or specified.
   c. Provide for surface drainage of facilities and surrounding areas.
   d. Maintain roads, walks, and parking areas in a sound, clean condition. Repair or replace portions damaged during progress of Work.

7. Removal:
   a. Completely remove temporary materials and construction when construction needs can be met by use of permanent installation, unless construction is to be integrated into permanent construction. Remove and dispose of compacted materials to depths required by various conditions to be met in completed Work.
   b. Restore areas to original, better, or specified condition at completion of Work.

3.05 TRAFFIC CONTROL AND USE OF ROADWAYS:

A. Traffic Control:
1. The Contractor shall plan and execute the work so that interference with the flow of traffic and the passage of pedestrians will be the minimum possible.
2. The Contractor shall be responsible for making provisions for the safe and free passage of persons and vehicles by, over, or around the work until the project is completed. Such provisions shall be satisfactory with the Owner and State, County and local authority having jurisdiction in the area of work.
3. Provide, operate, and maintain equipment, services, and personnel, with traffic control and protective devices, as required to expedite vehicular traffic flow on haul routes, at Site entrances, on-Site access roads, and parking areas. This includes traffic signals and signs, flagmen, flares, lights, barricades, and other devices or personnel as necessary to adequately protect the public.
4. Remove temporary equipment and facilities when no longer required. Restore grounds to original, better, or specified condition when no longer required.
5. When required by the State, County or local authority that traffic be maintained over any construction work in a public or private highway, street, road, or other vehicle traffic path, and such traffic cannot be maintained on the alignment of the original roadbed or pavement, the Contractor shall, at his own expense, provide and/or construct and maintain a detour around the work. Such detours shall be satisfactory to the Owner and to State, County, or local authority. The Contractor shall provide and maintain all barricades, signs, torches, lights and markers around the work as may be required by the various agencies having jurisdiction in the work area. The Contractor shall also provide qualified flagmen to direct traffic while working upon a highway, street or road over which traffic must pass.
6. Excavated areas within the traffic lanes of highways, streets or roads and pedestrian walkways shall be backfilled as soon as possible and the area opened to traffic.
7. Bridge over open trenches where necessary to maintain traffic.
8. Consult with governing authorities to establish public thoroughfares which will be used as haul routes and Site access. All operations shall meet the approval of owners or agencies having jurisdiction.
9. The Contractor shall obtain permission from the applicable State, County or local authority(ies) before closing or obstructing any public highway, street or road. This shall include, but not necessarily be limited to, coordination with Fire Departments, 911 services, and other emergency services.

10. The Contractor shall make the same provisions as described above for the passage of vehicular and pedestrian traffic between private property and public highways, streets and roads or other provisions that are satisfactory to the Owner and the property owners involved.

B. Maintenance of Roadways:
   1. Repair roads, walkways, and other traffic areas damaged by operations. Keep traffic areas as free as possible of excavated materials and maintain in a manner to eliminate dust, mud, and hazardous conditions.
   2. All operations and repairs shall meet the approval of owners or agencies having jurisdiction.

3.06 RAILROAD SERVICE:

A. Maintenance:
   1. Schedule operations and exercise care to avoid any interruption to continuous service over the railroads within or adjacent to the Work area.
   2. Before transporting Equipment and Materials across railroad tracks or performing Work within any railroad right-of-way, obtain permission or any necessary permits from the railroads.
   3. The Work shall be subject to all supervision, inspection, and other conditions required by the affected railroads.

END OF SECTION 01530

SECTION 01560 – TEMPORARY UTILITIES AND FACILITIES

PART 1 - GENERAL

1.01 SUMMARY:

A. This Section includes requirements of a temporary nature not normally incorporated into final Work. It includes the following:
   1. Utility services.
   2. Construction and support facilities.
   3. Construction aids.
   4. Safety and health.
   5. Fire protection.

B. Related Work Specified Elsewhere:
   1. Temporary Barriers and Controls: SECTION 01530.

1.02 REFERENCES:

A. American National Standards Association (ANSI):
   1. A10 Series – Safety Requirements for Construction and Demolition.

B. National Electrical Contractors Association (NECA):
   1. Electrical Design Library – Temporary Electrical Facilities.

C. National Fire Protection Association (NFPA):
   1. 10 – Portable Fire Extinguishers.
   2. 70 – National Electrical Code.
   3. 241 – Safeguarding Construction, Alterations, and Demolition Operations.

D. National Electrical Manufacturers Association (NEMA).

E. Underwriters Laboratories (UL).

1.03 SUBMITTALS:

A. Temporary Utilities: Submit reports of tests, inspections, meter readings, and similar procedures performed on temporary utilities.

B. Implementation and Termination Schedule: Submit a schedule indicating implementation and termination of each temporary utility within 15 days of the date established for commencement of the Work.

1.04 QUALITY ASSURANCE:

A. Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction, including but not limited to:
   1. Building Code requirements.
   2. Health and safety regulations.
   3. Utility company regulations.
   4. Police, Fire Department, and rescue squad rules.
   5. Environmental protection regulations.

B. Standards:
   1. Comply with NFPA 10 and 241, and ANSI A10 Series standards "Temporary Electrical Facilities."

2. Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service in compliance with NFPA 70.

C. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

1.05 PROJECT CONDITIONS:

A. Temporary Utilities: Prepare a schedule indicating dates for implementation and termination of each temporary utility. At the earliest feasible time, when acceptable to Owner, change over from use of temporary service to use of the permanent service.

B. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Take necessary fire prevention measures. Do not overload facilities, or permit them to interfere with progress. Do not allow hazardous, dangerous, unsanitary conditions, or public nuisances to develop or persist on the Site.

PART 2 - PRODUCTS

2.01 MATERIALS AND EQUIPMENT:

A. Provide new materials and equipment. If acceptable to Engineer, undamaged previously used materials and equipment in serviceable condition may be used. Provide materials and equipment suitable for the use intended, of capacity for required usage, and meeting applicable codes and standards. Comply with requirements of the TECHNICAL SPECIFICATIONS.

B. Water: Provide potable water approved by local health authorities.

C. Water Hoses: Provide 3/4-inch (19-mm), heavy-duty, abrasion-resistant, flexible rubber hoses 100 feet (30 m) long, with pressure rating greater than the maximum pressure of the water distribution system. Provide adjustable shutoff nozzles at hose discharge.

D. Electrical Outlets: Provide properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120V plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button, and pilot light for connection of power tools and equipment.

E. Electrical Power Cords: Provide grounded extension cords. Use hard-service cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.

F. Lamps and Light Fixtures: Provide general service incandescent lamps of wattage required for adequate illumination. Provide guard cages or tempered-glass enclosures where exposed to breakage. Provide exterior fixtures where exposed to moisture.

G. Heating Units: Provide temporary heating units that have been tested and labeled by UL, FM, or another recognized trade association related to the type of fuel being consumed.

H. Fire Extinguishers: Provide hand-carried, portable, UL-rated, Class A fire extinguishers for temporary offices and similar spaces. In other locations, provide hand-carried, portable, UL-rated, Class ABC, dry-chemical extinguishers or a combination of extinguishers of NFPA-recommended classes for the exposures. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.

PART 3 - EXECUTION

3.01 TEMPORARY UTILITIES:

A. General:

1. Engage the appropriate local utility company to install temporary service or connect to existing service. Where utility company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with utility company recommendations.
2. Provide adequate utility capacity at each stage of construction. Prior to availability of temporary utilities at the site, provide trucked-in services as required for start-up of construction operations.
3. Obtain and pay for temporary easements required to bring temporary utilities to the Project Site, where the Owner's permanent easement cannot be used for that purpose.
4. Furnish, install, and maintain temporary utilities required for adequate construction, safety, and security. Modify, relocate, and extend systems as Work progresses. Repair damage caused by installation or use of temporary facilities. Grade the areas of Site affected by temporary installations to required elevations and grades, and clean the area. Remove on completion of Work or until service or facilities are no longer needed or are replaced by authorized use of completed permanent facilities.
5. The types of temporary construction utilities and facilities required include, but not by way of limitation, water distribution, drainage, dewatering equipment, enclosure of Work, heat, ventilation, electrical power distribution, lighting, hoisting facilities, stairs, ladders, and roads.
6. Inspect and test each service before placing temporary utilities in use. Arrange for required inspections and tests by governing authorities, and obtain required certifications and permits for use.
7. Materials used for temporary service shall not be used in the permanent system unless so specified or acceptable to Engineer.

3.02 TEMPORARY ELECTRICITY AND LIGHTING:

A. New Service:

1. Arrange with utility company and provide service required for power and lighting.
2. Connect temporary service in a manner directed by utility company officials. Provide separate meter for metering of power used by all entities authorized to be at or perform Work at the Project Site.

3. The electric service shall be of sufficient capacity and characteristics for the various construction tools, machinery, lights, heating and air conditioning, pumps, and other tools required by Contractor and his Subcontractors.
4. Provide weatherproof, grounded, power distribution system sufficient to accommodate construction operations requiring power, use of power tools, electrical heating, and lighting. Provide overload protection. Locate multiple outlets spaced so that entire area of construction can be reached by power tools on a single extension cord of 100-foot maximum length. Supply power for electric welding, if any, from either temporary power distribution system or by engine-driven, power-generator sets at Contractor's option.
5. Provide all necessary temporary wiring, panelboards, switches, outlets, and other devices so that power and lighting is available throughout the construction area. Include meters, transformers, overload protection disconnects, automatic ground fault interrupters, and main distribution switch gear. Include overcurrent protection on all conductors of the temporary system.
6. Provide adequate artificial lighting for all areas of Work when natural light is not adequate for Work.
    a. Sufficient light shall be provided for general construction areas and floor areas, with additional sufficient lighting for specific tasks and to meet safety requirements.

B. Use of Existing System:
1. Owner's existing system shall not be used for temporary electricity.

C. Use of Permanent System:
1. Prior to use of permanent system (facilities being constructed by Contractor) for construction purposes, obtain written permission of Owner.
2. Maintain permanent system as specified for temporary facilities.

D. Costs of Installation and Operation:
1. Pay fees and charges for permits and applications.
2. Pay costs of installation, maintenance, removal of temporary services, and restoration of any permanent facilities used.
3. Pay costs of electrical power used.
4. Obtain and pay costs for temporary easements required across properties other than that of Owner.

3.03 TEMPORARY WATER:

A. New Service:
1. Arrange with utility service company to provide water for construction purposes.
2. Connect service to water main in a manner directed by utility company officials. Provide with meter and shut off valve near connection to the water main.
3. Size water service to provide adequate volume for all anticipated construction uses, and to maintain minimum required pressure.
4. Install piping with outlets located so that water is available throughout the construction area.

5. Prevent freezing of water distribution system. Maintain hose connections and outlet valves in leakproof condition.
6. Sterilize temporary water piping prior to use.

B. Use of Existing System:
1. Owner's existing system may be used for temporary water.
2. Make connections to existing facilities to provide water for construction purposes.
   a. Water Source: Make connections to Owner's service located at point indicated or where instructed by Owner.
3. Modify, supplement, and extend system as necessary to meet temporary water requirements and prevent overloading of existing system.
4. Regulate system to prevent interference with Owner's usage.

C. Use of Permanent System:
1. Prior to use of permanent system for construction purposes, obtain written permission of Owner.
2. Prior to Use of System for Drinking Water:
   a. Disinfect piping.
   b. Obtain inspection and approval of governing authority.

D. Costs of Installation and Operation:
1. Pay all costs for installation, maintenance, and removal.
2. Pay all costs for water used.

3.04 TEMPORARY SANITARY FACILITIES:

A. Contractor-Furnished Facilities:
1. Furnish, install, and maintain temporary sanitary facilities for use through construction period. Remove on completion of Work.
2. Provide for all construction workers under this Contract and representatives at the Site.
3. Toilet facilities shall be of the chemical, aerated recirculation, or combustion type, properly vented, and fully enclosed with a glass- fiber-reinforced polyester shell or similar nonabsorbent material.
4. Water and sewer connected facilities may be installed to extent permitted by governing regulations.
   a. Provide lavatories, mirrors, urinals (where applicable), and water closets in water and sewer connected units. Provide only potable water at lavatories. Provide individual compartments for water closets where the unit is intended for occupancy by more than one person. Provide suitable enclosure with nonabsorbent sanitary finish materials and adequate heat, ventilation and lighting.
   b. Provide separate toilet facilities for male and female construction personnel as required.
5. Wash Facilities: Install potable water-supplied wash facilities at locations convenient to construction personnel involved in the handling of compounds and materials where wash-up is necessary to maintain a safe, healthy and sanitary condition. Where recommended or required by governing authorities and regulations or recognized standards provide emergency safety showers, emergency eye-wash fountains, showers, and similar facilities.

Dispose of drainage properly. Supply soap and other cleaning compounds appropriate for each condition.

6. Drinking Water Fixtures: Provide containerized tap-dispenser type drinking water units. Provide drinking water fountains if piped potable water is reasonably accessible from permanent or temporary lines.
7. Supply and maintain toilet tissue, paper towels, paper cups and similar disposable materials as appropriate for each facility. Provide appropriate covered waste containers for used material.

B. Use of Existing Facilities:
   1. Not applicable.

3.05 SEWERS AND DRAINAGE:

A. General: Where sewers or drainage facilities are not available for discharge of effluent, provide containers to remove and dispose of effluent off the Site in a lawful manner. If existing sewers are available for temporary drainage near the Site prior to completion of permanent sewers, provide temporary connections to remove effluent that can be lawfully discharged into the sewers. If existing sewers cannot be used for discharge, provide drainage ditches, dry wells, waste stabilization ponds, and similar discharge facilities to remove effluent that can be lawfully discharged in that manner.

B. Connect temporary sewers to the municipal sewer systems in the manner directed by the sewer department officials.

C. Maintain temporary sewers and drainage facilities in a clean, sanitary condition. Following heavy usage, restore to normal conditions promptly. Provide and maintain temporary earthen embankments and similar barriers in and around construction excavations and subgrade construction, sufficient to prevent flooding by runoff of storm water from heavy rain storms.

3.06 TEMPORARY CONSTRUCTION AIDS:

A. General:
   1. Provide construction aids and equipment required by personnel and to facilitate the execution of the Work; scaffolds, staging, ladders, stairs, ramps, runways, platforms, railings, hoists, cranes, chutes, and other such facilities and equipment.
   2. Materials may be new or used, must be suitable for the intended purpose, and meet the requirements of applicable codes, regulations, and standards.
   3. When permanent stair framing is in place, provide temporary treads, platforms, and railings for use by construction personnel.

3.07 TEMPORARY SAFETY AND HEALTH:

A. General: Contractor shall be responsible for development of safety and health programs for personnel at Project Site as specified in the GENERAL CONDITIONS.

3.08 TEMPORARY FIRE PROTECTION:

A. General:
1. Contractor shall be responsible for development of a fire prevention and protection program for all Work under this Contract.
2. The program shall comply with the applicable provisions for safety and protection as set forth in the GENERAL CONDITIONS and with applicable parts of the NFPA 10 and 241.
3. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one extinguisher on each floor at or near such usable stairwell.
4. Store combustible materials in containers in fire-safe locations.
5. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, stairways, and other access routes for fighting fires. Prohibit smoking in hazardous fire exposure areas.
6. Provide supervision of welding operations and similar sources of fire ignition.
7. Post warning and instructions at each extinguisher location, and instruct construction personnel on proper use of extinguishers and other available facilities at Project Site. Post local fire department telephone number on or near each telephone instrument at Project Site.

B. Permanent Fire Protection:
1. Complete each fire protection facility at earliest reasonable date, place into operation, and make ready for emergency use.
2. Instruct personnel at Site on availability and proper use.

3.09 INSTALLATION AND REMOVAL:

A. Relocation: Relocate construction aids as required by progress of construction, storage limitations, or Work requirements and to accommodate requirements of Owner and other contractors at the Site.

B. Removal: Remove temporary materials, equipment, and services when construction needs can be met and allowed by use of permanent construction, or at completion of the Project.

C. Repair: Clean and repair damage caused by installation or by use of temporary facilities.
1. Remove foundations and underground installations for construction aids.
2. Grade the areas of the Site affected by temporary installations to required elevations and clean the area.

END OF SECTION 01560

SECTION 01580 – PROJECT IDENTIFICATION SIGNS

PART 1 - GENERAL

1.01 SUMMARY:

A. This Section includes basic requirements for temporary Project identification and informational signs required during construction.

B. Related Work Specified Elsewhere:
   1. Submittals: Section 105, Standard Specifications for Street and Drainage Construction
   2. Traffic Control signs specified elsewhere.

1.02 QUALITY ASSURANCE:

A. Design sign and structure to withstand wind and environmental conditions of locality. Provide with finish adequate to withstand weathering, fading, chipping, and peeling for duration of construction.

1.03 SUBMITTALS:

A. Submit as specified in Section 105, Standard Specifications for Street and Drainage Construction

B. Includes, but not limited to, the following:
   1. Shop Drawings and product data as applicable.
   2. Show content, layout, lettering, colors, structure, and foundation.

PART 2 - PRODUCTS

2.01 IDENTIFICATION SIGNS:

A. Project Identification:
   1. Construct structure and framing of wood or metal, structurally adequate to resist design requirements of locality.
   2. Construct sign surface of minimum 3/4 inch thickness exterior grade plywood with medium density overlay. Panels shall be of size to minimize joints. Overall size shall be 4’ x 8’.
   3. Rough hardware shall be galvanized or aluminum.
   4. Coating: Paint-colors selected by Owner.
   5. Information Content:
      a. Project title, logo, and name of Owner as shown on Contract Documents.
      b. Names and titles of authorities.
      c. Name, title and address of Engineer.
      d. Name of prime Contractor and major Subcontractors.
      e. Any additional information requested by Owner.

B. Contractor Identification: If not part of Project identification sign, provide and install Contractor’s standard sign.

2.02 INFORMATIONAL SIGNS:

A. Construction:
1. This includes signs for traffic, construction workers, and general public in regards to directions, warnings, hazards, locations of areas, facilities, equipment, and others of a similar nature.
2. Provide signs of design, size, color, and lettering as required by regulatory agencies. Signs shall be painted metal, wood, plastic, or fiberglass and of materials suitable for the conditions in which they are placed, such as weathering and fading.
3. Construct structure and framing of wood or metal, structurally adequate to resist design requirements of area of Project.

PART 3 - EXECUTION

3.01 INSTALLATION:

A. Project and Contractor Identification Sign:
1. Install in appropriate location so as not to obstruct traffic, pedestrians, or construction operations.
2. Erect on framing or foundation, and rigidly brace.
3. Maintain sign in good repair, in a clean and neat condition.
4. Remove upon completion of Project.

B. Informational Signs:
1. Install at appropriate locations and in sufficient quantities to assure visibility. Relocate as required by progress of Work.
2. Maintain signs in good repair, in a neat, clean, readable condition.
3. Remove all signs, framing, supports, and foundations upon completion of Project.

END OF SECTION 01580

STANDARD SPECIFICATIONS

FOR

STREET AND DRAINAGE CONSTRUCTION

CITY OF
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

(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

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)		

(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.

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.

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.

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.

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.

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.

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,

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 Drainage 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. Prior to final acceptance of the project, the Contractor shall provide a maintenance bond in accordance with Section 158.03, Maintenance, of the Unified Development Code of the City of Fayetteville. The bond shall be in the amount of 25% of the total contract price for a period of two years from the date of Substantial Completion.

(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.

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.

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

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

(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.

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; and shall protect and indemnify the City and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees.

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, and shall indemnify the City of Fayetteville for any costs, legal expenses, and damages that it may incur by reason of any infringement, at any time during the prosecution of or after the completion of the work.

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

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.

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.

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.

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.

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.

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.

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(c) “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.

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.”

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.

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.

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 an approved burn permit issued by the City of Fayetteville Fire Department and concurred with by the Engineer. 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.

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).

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.

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.

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.

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

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

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. 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.
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.

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.

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.

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 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. 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 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, 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:

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.

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 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

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.

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.

(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:

Pay Item	**Pay Unit**
__" (Pipe Type and Material) Under Pavement	LF
__" (Pipe Type and Material)	LF
__" (FES Type and Material)	EA

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.

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.

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 95% 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
(Size) Drop Inlets (Type)	EA
(Size) Junction Boxes (Type)	EA
(Size) 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 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.

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.

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 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.

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 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.

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. 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

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.

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

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.

(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.

(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.

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.

(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.

(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 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.

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

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.

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.

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

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.

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, and finishing concrete; and for excavation and backfilling when not included in other items.

Pay Item	Pay Unit
Concrete Curb and Gutter	LF
Concrete Curb	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.

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; for 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	SY
6" Thick Concrete Sidewalk	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.

(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

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:

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:

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

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

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.

(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. Sod will be measured by the SY yard of actual area covered. 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:

Pay Item	Pay Unit
Seeding and Mulching	Acre
Solid Sod	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.

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

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.

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.

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
__" Pavement Marking (Thermoplastic)	LF
Pavement Symbols (Thermoplastic)	EA
Pavement Marking Removal	SF

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 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**
Street Sign Installation	EA

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.

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.

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.

(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 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.

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

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 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.

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. 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 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.

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.

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.

512.04 Method of Measurement.

(a) 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.

(b) Gates will be measured by the Linear Foot.

(c) 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:

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. 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, 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

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

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

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

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

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.

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.

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.

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.

SP-01 – ARDOT SPECIFICATIONS

SP-01-1 General

SP-01-1.1 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." The latest edition shall apply. A copy of these "Standard Specifications" may be obtained from the Arkansas Department of Transportation, Little Rock, Arkansas, at their customary charge.

SP-01-2 Incorporation and Modification

SP-01-2.1 Certain parts of the Standard Specifications are appropriate for inclusion in these Technical Specifications. Such parts are incorporated herein by reference to the proper section or paragraph number. The individual specification numbers noted herein may be different from those in the latest edition of the "Standard Specifications." The most current specification number shall apply. Each such referenced part shall be considered to be a part of these Contract Documents as though copied herein in full.

SP-01-2.2 Certain referenced parts of the Standard Specifications are modified in the Specifications that follow. In case of conflict between the Standard Specifications and the Specifications that follow, the Specifications that follow shall govern.

SP-01-2.3 Individual material test numbers change from time to time. Use the latest applicable test.

SP-01-2.4 Reference in the Standard Specifications to the “Department” are herein changed to the “Owner”.

END OF SECTION SP-01

SP-02 – BRIDGE CONSTRUCTION

DESCRIPTION

SP-02-1.1 This item shall consist of providing all labor, tools, equipment, and materials necessary for rehabilitation of the Lake Sequoyah Drive over Lake Sequoyah as shown on the Plans and as specified herein.

MATERIALS

SP-02-2.1 Bridge Items: All materials shall meet the requirement of the applicable section of the 2014 Edition of the Arkansas Department of Transportation's Standard Specifications for Highway Construction and/or the applicable Special Provisions listed below in Table 1.

TABLE 1

MATERIAL	SECTION
Class S(AE) Concrete – Bridge	Section 802 & 822
Class 2 Protective Surface Treatment	Section 803
Reinforcing Steel – Bridge (Grade 60)	Section 804
Structural Steel	Section 807
Silicone Joint Sealant	Section 809

CONSTRUCTION METHODS

SP-02-3.1 Bridge Items: All work involved with the rehabilitation of the existing bridge components shall be in accordance with the details shown on the plans and the above referenced sections of the Arkansas Department of Transportation's Standard Specifications for Highway Construction, unless modified or augmented herein.

MEASUREMENT AND PAYMENT

SP-02-4.1 All materials, equipment, work and labor involved with the rehabilitation of the Lake Sequoyah Drive over Lake Sequoyah, with the exception of spall repair, surface patching and joint armor replacement, shall be measured in accordance with the applicable section of the 2014 Edition of the Arkansas Department of Transportation's Standard Specifications for Highway Construction. Payment shall be made based on individual pay items listed in this section.

Payment made under:

Item SP02-4.1	Class 2 Protective Surface Treatment - per square yard
Item SP02-4.2	Reinforcing Steel - Bridge (Grade 60) - per pound
Item SP02-4.3	Silicone Joint Sealant - per linear foot
Item SP02-4.4	Modification of Existing Bridge Structure - per lump sum
Item SP02-4.5	Bridge Deck Repair - per square yard

END OF SECTION SP-02

SP-03 – CONCRETE REPAIRS

DESCRIPTION

SP03-1.1 This item shall consist of removing unsound portions of the existing concrete surfaces identified by the Engineer, disposing of the removed concrete, and replacing the removed volume with repair mortar and/or concrete. This work shall be completed in accordance with the Standard Specifications, this Special Provision, and as directed by the Engineer.

MATERIALS

SP03-2.1 Concrete: Repair mortar and/ or concrete shall consist of a rapid-hardening, low shrinkage concrete repair material, suitable for structural concrete applications. The material shall be hydraulic cement-based material that is non-metallic with no added chlorides and shall be pre-blended requiring only the addition of water. "Rapid Set Mortar Mix" and "Rapid Set Concrete Mix" manufactured by CTS Cement are considered acceptable products for use. The contractor may submit alternate products for review and approval.

(1) Minimum Compressive Strength. Compressive strength, as verified by test methods ASTM C39 or AASHTO T 22, shall be as shown below with time being measured from addition of water to mix:

1 Hour	2,500 psi
3 Hours	3,000 psi
7 Days	5,000 psi
28 Days	6,000 psi

(2) Shrinkage. Maximum allowable shrinkage shall be 0.05% as determined by AASHTO T 107.

(3) Certification. The supplier shall submit certification that the material meets these specifications. The Owner reserves the right to make independent tests to verify the results.

(4) Working Time under Field Conditions. Initial set from addition of water to mix shall be from 30 to 45 minutes with a minimum of 20 minutes of working time at all temperatures from 45º F to 95º F (Workability must be good.).

SP03-2.2 Reinforcing Steel: Replacement reinforcing steel, if required, shall conform to the requirements of Section 804.

EQUIPMENT

SP03-3.1 The equipment used shall be subject to the approval of the Engineer. Removal should be accomplished with power-driven hand tools such as chipping hammers or pneumatic hammers, 45 lb. class maximum. Mechanical chipping tools shall generally not be operated at an angle in excess of 45° measured from the surface of the deck. Surface cleaning equipment shall be capable of properly cleaning the exposed reinforcement and existing concrete surface as defined herein.

PREPARATION OF SURFACE

SP03-4.1 Removal: The surface of the concrete bent cap shall be sounded and any areas of unsound, delaminated, or otherwise deteriorated concrete to be repaired shall be marked and measured by the Engineer. The area to be repaired shall be made rectangular by means of saw-cutting in accordance with the details shown in the plans. All concrete within the marked area shall be removed with vertical sides to a minimum depth of 1" below the cap surface or to a greater depth, if necessary, to remove unsound concrete. The actual depth of removal shall be in accordance with the details in the plans and as directed by the Engineer. Care shall be taken to avoid damage to reinforcing steel. If damaged, the reinforcing steel shall be repaired or replaced at the Contractor's expense in accordance with Section SP03-4.3, Reinforcing.

The structural integrity and stability of the bent cap shall be maintained by limiting the removal to the least area possible and avoiding unnecessary loading near unrepaired removals. Exposed reinforcing steel shall be supported as necessary to protect it from bending by vehicles or equipment loadings.

SP03-4.2 Cleaning: Prior to placement of repair concrete, the surfaces shall be blast cleaned with high-pressure water, sand or other media until all exposed concrete and reinforcing steel are free from laitance, rust, dust, dirt, oil, grease, bituminous material, paint, and all other foreign matter.

SP03-4.3 Reinforcing: Reinforcing steel exhibiting pre-existing damage or section loss of greater than 25% shall be replaced at the direction of the Engineer. Replacement reinforcing steel bars shall be the same or larger size that conform to Section 804 and shall be lapped 40 bar diameters to existing reinforcing steel or dowelled into sound concrete in accordance with Section 804.06. Payment for replacement reinforcing steel, not due to damage caused by the Contractor, shall be made in accordance with Section 804.

SP03-4.4 Formwork: Removable formwork, if required, shall be removed by the Contractor after the repair has obtained the minimum required compressive strength of 3,000 psi.

PLACING AND FINISHING CONCRETE

SP03-5.1 The work area shall be thoroughly wet down with potable water prior to repair placement and be maintained in a "saturated surface dry" condition until placement. The Contractor shall also remove any standing water in depressions with vacuum or oil-free compressed air ahead of the placement. Surface preparation shall be in accordance with the concrete repair material manufacturer's recommendations.

CONCRETE CURING

SP03-6.1 Immediately after placement, the repair areas shall be cured in accordance with Subsection 802.17 and in accordance with the repair product manufacturer's recommendations. Any curing compounds used shall be compatible with the repair product.

METHOD OF MEASUREMENT

SP03-7.1 Concrete Repairs less than or equal to 1" in depth will be measured by the square foot of the actual repair area under the item “Surface Patching”. Concrete Repairs exceeding 1" in depth will be measured by the square foot of the actual repair area under the item “Spall Repair”.

BASIS OF PAYMENT

SP03-8.1 Work completed and accepted and measured as provided above will be paid for at the contract unit price bid per square foot for “Surface Patching” and “Spall Repair”, which price shall be full compensation for the removal and disposal of concrete; for the installation and removal of any required formwork; for surface preparation; for repair of any damaged reinforcing; for furnishing, placing, consolidating, finishing, and curing repair mortar and/or concrete; and for all labor, equipment, tools, and incidentals necessary to complete the work.

Payment made under:

Item SP03-8.1	Spall Repair – per square foot
Item SP03-8.2	Surface Patching – per square foot

END OF SECTION SP-03

SP-04 – BRIDGE EXPANSION JOINT ARMOR

DESCRIPTION

SP-04-1.1 This item shall consist of removing portions of the bridge expansion joint armor at location of deck repair, disposing of removed steel, furnishing and installing new bridge expansion joint armor. This work shall be completed in accordance with the Standard Specifications, this Special Provision, and as directed by the Engineer.

MATERIALS

SP-04-2.1 Structural Steel: New joint armor shall meet the requirements of Section 807 of the 2014 Edition of the Arkansas Department of Transportation's Standard Specifications for Highway Construction and as shown in the plans.

CONSTRUCTION METHODS

SP-04-3.1 All work involved with installation including welding of the new joint armor shall be in accordance with the details shown in the plans and Section 807 of the 2014 Edition of the Arkansas Department of Transportation's Standard Specifications for Highway Construction.

METHOD OF MEASUREMENT

SP-04-4.1 Partial Width Joint Armor Replacement and Full Width Joint Armor Replacement will be measured by the linear foot. The measurement will be along the top of the new roadway angle from end to end. The quantities shown in the plans are for estimating purposes and final measurements will be made in conjunction with final deck repair areas.

BASIS OF PAYMENT

SP04-5.1 Work completed and accepted and measured as provided above will be paid for at the contract unit price bid per linear foot for "Partial Width Joint Armor Replacement" and "Full Width Joint Armor Replacement", which price shall be full compensation for the removal and disposal of steel; for furnishing and installing all materials, for all certifications and submittals, for all labor, equipment, tools, and incidentals necessary to complete the work.

Payment made under:

Item SP04-5.1	Partial Width Joint Armor Replacement – per linear foot
Item SP04-5.2	Full Width Joint Armor Replacement – per linear foot

END OF SECTION SP-04

SP-05 – NESTING SITES OF MIGRATORY BIRDS

DESCRIPTION

SP05-1.1: All structures on this project, including new, temporary, and existing bridges and/or culverts, may be the nesting sites of migratory birds. These birds include, but are not limited to, swallows and phoebes. The birds and their habitat are protected under the Migratory Bird Treaty Act. Demolition of or construction activities on bridge and culvert structures that might disrupt egg incubation or feeding and sheltering of young migratory birds shall not occur without written permission from the Engineer.

If construction is planned on bridges or culverts when migratory birds are actively building nests, the Contractor shall utilize Option 1 and/or 2 below to deter birds from nesting to allow construction activities to proceed.

CONSTRUCTION METHODS

SP05-2.1: Restrictions to the Contractor's activities shall include, but are not limited to, the following:

1) Demolition of or construction activities on structures (i.e. sand blasting, painting, etc.) will not be permitted when migratory bird nests are considered active without written permission from the Engineer. This normally occurs in Arkansas from March 1 to August 31, but may occur outside of those dates during unusual weather events. The Contractor shall submit to the Engineer details for all work proposed to be performed on the structure from March 1 to August 31, or while nests are active with eggs or young. A determination will be made by the Engineer within 10 business days concerning the possible impacts of the work and will then accept or reject the Contractor's proposal.
2) **OPTION 1** - The Contractor shall prevent birds from nesting by erecting netting at any time outside of the active nesting season (generally after August 31 to March 1). The Contractor may be allowed to erect netting during the active nesting season if no active nest is present on the bridge or structure. Net openings shall be ½ inch or smaller after installation. Birds that nest despite prevention efforts shall not be removed or disturbed. Netting shall be installed securely and maintained in such a manner that it will not pose a safety hazard.
3) **OPTION 2** – The Contractor may remove inactive nests (those with no eggs or young) via hydro-cleaning or scraping at any time outside of the nesting season (generally after August 31 to March 1). The Contractor will be allowed to scrape or hydro-clean daily to remove any mud or debris placed on the structure by birds attempting to nest, as long as there are no eggs or young in the nests or partial nests. Adult birds cannot be harmed, injured, or harassed in any way except by removal of the unoccupied nests. Exclusionary netting does not have to be used if the Contractor agrees to be diligent and make sure no birds are allowed to nest on the structure.
4) No other methods of deterrence will be permitted without written approval of the Engineer.
5) Migratory birds can build nests very quickly, specifically, in less than two days. If the Contractor allows even one nest on the structure to become active (containing eggs or young birds), they shall be required to stop construction/demolition until the young have voluntarily left the nest (up to six weeks), or get approval through the Engineer to work around the birds in a manner that does not disrupt incubation, feeding, and/or sheltering of the birds.
6) If no birds are nesting on or in the bridge or culvert structures between March 1 and August 31, a request may be made to the Engineer to allow demolition or construction to proceed. The Engineer will make the final determination concerning the presence or absence of nesting migratory birds within

ten business days and will accept or reject the Contractor's proposal concerning the demolition or construction.

CONTRACTOR NEGLIGENCE

SP05-3.1: The Contractor will be assessed the amount of any and all fines and penalties assessed against and costs incurred by the Owner which are the result of the Contractor's failure to comply with this Special Provision. The Owner will not be responsible for any delays or costs due to the Contractor's failure to comply with this special provision. The Contractor will not be granted additional compensation or contract time due to noncompliance.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

SP05-4.1: All costs incurred in complying with prevention of migratory bird nesting shall be measured by Lump Sum which includes implementation of Option 1 or 2 or both as the contractor elects and is approved by the Engineer to meet the requirements of this Special Provision. The unit price for "Migratory Bird Nesting Prevention" shall include furnishing all materials and for all preparation, placing and installation of netting and/or hydro-cleaning as required to meet the requirements of this Special Provision.

Payment will be made under:

Item SP-05-4.1 Migratory Bird Nesting Prevention - per Lump Sum

END OF SECTION SP-05

SP-06 – DETAILS FOR LAKE TRAFFIC SAFETY

DESCRIPTION

SP06-1.1: This special provision shall establish the contract item, Lake Traffic Safety, to cover the protection of boating and other vessel traffic for Bridge No. 19523 on Lake Sequoyah from any dangers which might result from the construction of this project. This item shall also consist of furnishing, installing, maintaining, and removing temporary signs and all other safety features.

All construction operations in or over the lake shall conform to the directions of the Owner.

This special provision requires the use of a "safety platform(s)" to protect lake traffic during bridge deck and joint repairs, with payment to be subsidiary to the contract item "Lake Traffic Safety".

CONSTRUCTION REQUIREMENTS

SP06-2.1: The Contractor shall submit a plan to the Engineer for approval from the City of Fayetteville Parks and Recreation (479-444-3471) and the City of Fayetteville Public Works Department that detail the Contractor's plans for protection of lake traffic 21 days prior to any work commencing above Lake Sequoyah.

The Contractor shall be responsible to take all necessary steps to warn and protect lake traffic from any dangers that might be encountered as a result of the construction of this project.

The Contractor shall install a sign or signs, as shown in Detail A of this special provision, in a clearly visible position on either side of the bridge in Lake Sequoyah and at all public boat ramps. The Contractor shall coordinate the location, number of signs and method of installation of the signs through the Engineer, with the Engineer having final approval.

SAFE NAVIGATION PASSAGE CHANNEL

SP06-3.1: During bridge deck and joint repairs, all lake traffic, boats and other vessels, shall be confined to using the lake navigation channel as a safe navigation passage channel. The remaining channel should be closed during this work. Buoys and floats shall be used to direct lake traffic to use the safe navigation passage channel. **The safe navigation passage channel shall be maintained by the Contractor during working and non-work hours.** Should the Contractor, during the progress of work, lose, throw overboard, sink or misplace any material, machinery, plant, or appliance which in the opinion of the Engineer may be dangerous or obstructive to navigation, the Contractor shall immediately recover and remove the same with dispatch. The Contractor shall give immediate notice, with the description and location of such obstruction to the City of Fayetteville; and when required, the Contractor shall mark or buoy such obstructions until the same are removed.

Lake traffic in the navigation channel at Bridge No. 19523 may be temporarily halted for short intervals of time, not to exceed 1 hour or as directed by the Engineer, in order that potentially dangerous construction activities can be conducted without endangering the public. Flaggers may be required, by the Contractor or as directed by the Engineer, to halt lake traffic or to ensure boats and other vessels do not enter dangerous construction areas. Prior to "temporary closure" of the navigation channel, the City of Fayetteville Parks and Recreation (479-444-3471) and the City of Fayetteville Public Works Department

shall be notified by the Contractor, so they can respond to public inquiries.

Buoys, floats and signs shall be installed and maintained in good condition. The Contractor shall certify weekly to the Engineer that the devices in use have been inspected on at least a daily basis and the any devices failing to comply with the requirements set out herein were corrected. The certification shall contain, at a minimum, the following information:

- Date and time of inspection
- Name of person performing the inspection
- Any deficiencies found and measures taken to correct the deficiencies.

SAFETY PLATFORM(S)

SP06-6.1: Before the navigation channel span is buoyed and marked for a safe passage; and before bridge deck repairs, a "safety platform" shall be constructed directly under the spans over the navigation channel span. The safety platform shall be constructed to the extent necessary, as directed by the Engineer, to protect boats and other vessels from falling objects. The Contractor must devise a method of support for the safety platform used. The safety platforms shall consist of timbers, heavier than plyboard, capable of supporting pieces of concrete or other material falling from the bridge during bridge deck repairs, demolition and reconstruction of portions of the exiting bridge

Details for safety platform construction, complete with dimensions, design calculation, and kind and condition of materials, must be submitted to the Engineer for informational and record purposes prior to construction. These details must be prepared and/or approved by a Professional Engineer licensed in Arkansas and submitted to the City of Fayetteville Parks and Recreation (479-444-3471) and the City of Fayetteville Public Works Department 21 days prior to any activities occurring above Lake Sequoyah. The Contractor shall construct the platform in accordance with the details submitted to the Engineer and the results obtained by the use of the platform design are the Contractor's responsibility. Boat and other vessel traffic shall not be allowed under a portion of the safety platform being installed or removed.

MATERIALS

SP06-7.1: The materials, construction, and maintenance of the signs shall conform to the requirements of Section 604 of the ARDOT Standard Specifications and the General Notes on Standard Drawing TC-1. A black, direct applied, non-reflective border and legend shall be used on the background of the signs. This background shall consist of AASHTO M 268 Type V retro-reflective sheeting. Legends shall utilize six-inch series "D" letters as shown in Standard Alphabets for Highway Signs published by the Federal Highway Administration, U.S. Department of Transportation (Refer to Sign Detail A.).

All buoys shall have a 3-inch minimum width reflective band around the top. A line of individual buoys shall be used to mark the Danger Area where the construction is actively occurring and shall show a Danger Area symbol with a reflective message at least 3 inches tall saying, "DANGER", as shown in Detail B of this special provision. Green can buoys shall be used to mark the left side of the passage channel proceeding upstream. Red can buoys shall be used to mark the right side of the passage channel proceeding upstream. Green and Red can buoys will also have color coded reflective tape so they may be seen at night, or painted with reflective paint.

The anchoring device for buoys shall be in accordance with the manufacturer's recommendation and shall be sufficient to retain the buoys and barrier floats system in a relatively stable position at all water depths and velocities. Any anchor cables above the water surface, if approved, will have flagging and reflective tape placed no more than 3 feet apart to alert vessels of the cables.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

SP06-8.1**:** The safety platform required during bridge deck repairs shall be subsidiary to the contract item "LAKE TRAFFIC SAFETY".

All other Contractor costs incurred in complying with the requirements of this special provision including placement of buoys to mark the passage channel and placement of signs, will be paid for at the price bid for the contract item "Lake Traffic Safety", which price shall be full compensation for furnishing and placing materials and for all labor, equipment, tools, and incidental necessary to compete the work.

Payment will be made under:

Item SP06-8.1	Lake Traffic Safety - Lump Sum

SIGN DETAIL

Detail A
48" X 36"



NOTE: ORANGE WITH BLACK LEGEND *NOT TO SCALE*

DANGER BUOY
DETAIL

Detail B



NOT TO SCALE

END OF SECTION SP-06

SP-07 – CLASS C FLY ASH IN PORTLAND CEMENT CONCRETE PAVEMENT AND CLASS S(AE) CONCRETE

DESCRIPTION

SP07-1.1: **The following is added as the last paragraph of Subsections 501.04(a) and 802.06(a):**

If the contractor elects to use Class C fly ash as a partial replacement for cement in Portland Cement Concrete Pavement or in Class S(AE) concrete and the plant producing the fly ash uses powdered activated carbon to meet EPA mercury emission requirements (as indicated in the Qualified Products List), an increased frequency for contractor quality control testing for air content will be required. As a minimum, an air content test must be taken at the beginning of placement and at intervals during placement not to exceed 20 cubic yards. The Engineer may require more frequent testing if wide ranges occur in the air content test results. No additional payment will be made for additional air content testing, but full compensation will be considered included in the contract unit prices bid for Portland Cement Concrete Pavement or Class S(AE) Concrete.

END OF SECTION SP-07

SP-08 – COMMENCMENT OF CONTRACT TIME

DESCRIPTION

SP08-1.1: As stated in Article 2 of the General Conditions in Section 2.03, a Notice to Proceed may be given at any time mutually agreed upon by the Contractor and Owner within **120** days after the Effective Date of the Agreement upon completion of the required executed documents to commence Contract Time. The intent is to provide the Contractor greater flexibility to perform construction repairs.

SP08-2.1: As stated in Article 3 of the Agreement in Section 3.02, The Work shall be Substantially Completed within **180** calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS, and final completion and ready for final payment in accordance with the GENERAL CONDITIONS within **210** calendar days after the date when the Contract Times commence to run.

END OF SECTION SP-08

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
STRUCTURES

Sections 802, 805, 807, 809 and 817 of the Standard Specifications for Highway Construction, Edition of 2014, are hereby amended as follows:

The fifth sentence of the ninth paragraph **802.14(b), Permanent Steel Deck Forms,** is hereby deleted and the following is substituted therefor:

(b) However, welding of form supports to flanges of steels other than ASTM A709, Grade 36 (250), 50 (345), or 50W (345W) of a weldable grade, and to those portions of a flange subject to tensile stresses will not be permitted except as provided for in the plans. Welding shall be accomplished by certified welders and according to Subsection 807.26 except that 1/8" (3mm) fillet welds will be permitted.

Subsection 805.03(c) is hereby deleted and the following is substituted therefor:

(c) Unless otherwise specified, steel piles shall consist of structural shapes of the section shown on the plans and shall comply with ASTM A709, Grade 36 (250).

Subsection 807.05, Structural Steel, is hereby deleted and the following substituted therefor:

Unless otherwise specified, structural steel shall conform to the requirements of Structural Steel for Bridges, ASTM A709, except that the Charpy V-Notch Impact test requirements shall apply only to materials designated on the contract drawings as main load carrying member components. When Charpy V-Notch tests are required, the test results shall conform to the requirements specified for Zone 1 minimum service temperature.

Grade 36 (250) shall be furnished unless otherwise specified.

Steel shall be furnished according to the following specifications:

(a) Carbon Steel. Unless otherwise specified, structural carbon steel for bolted or welded construction shall conform to ASTM A709**,** Grade 36 (250). Fill or shim plates ¼" (6mm) or less in thickness used in high strength bolted connections may be ASTM A1011, SS, Grade 36 (250), Type 2, Grade 40 (275), Grade 50 (340), or Grade 55 (380) or ASTM A 1011 HSLAS, Grade 50 (340), Class 1 or Grade 55 (380), Class 1.

(b) High Strength Low-Alloy Structural Steel. High strength low alloy structural steel shall conform to ASTM A709, Grades 50 (345) or 50W (345W). Fill or shim plates ¼" (6mm) or less in thickness used in high strength bolted connections of painted bridges may be ASTM A 1011, SS, Grade 50 (340), or Grade 55 (380) or ASTM A 1011 HSLAS, Grade 50 (340), Class 1 or Grade 55 (380), Class 1.

Fill or shim plates ¼" (6mm) or less in thickness used in high strength bolted connections of unpainted weathering steel may be ASTM A 606, Type 4.

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SUPPLEMENTAL SPECIFICATION

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(c) High-Yield-Strength, Quenched and Tempered Alloy Steel Plate. High yield strength, quenched and tempered alloy steel plate shall conform to ASTM A514, Grade 100 (690).

Quenched and tempered alloy steel structural shapes and seamless mechanical tubing shall meet all of the mechanical and chemical requirements of ASTM A514, Grade 100 (690), except that the specified maximum tensile strength may be 145,000 psi (1000 MPa) for seamless mechanical tubing.

(d) Structural Steel for Eyebars. Steel for eyebars shall be of a weldable quality conforming to ASTM A709, Grade 36 (250), Grade 50 (345), or Grade 50W (345W).

Subsection 807.06, High Strength Bolts, Nuts, and Washers for Structural Steel Connections, is hereby deleted and the following is substituted therefor:

(a) Specifications. High strength bolts shall be heavy hex and shall conform to the requirements of ASTM F3125, Grade A325, Heavy Hex, except as modified herein. Type 1 bolts shall be provided when used with painted structural steel or when galvanized bolts are specified. Type 3 bolts shall be provided when used with unpainted weathering structural steel. The maximum hardness of high strength bolts shall be 33 Hardness Rockwell C.

Nuts shall be heavy hex and shall conform to the requirements of ASTM A563 or AASHTO M 292. Nuts for plain, uncoated Type 1 bolts shall be Grade 2H, Grade DH or DH3. Nuts for Type 3 bolts shall be Grade DH3. Nuts for galvanized bolts shall be Grade 2H or Grade DH. When galvanized nuts are furnished, the zinc coating, overtapping, lubrication, and proof loading shall be in accordance with ASTM A563.

Washers shall conform to the requirements of ASTM F436. Where necessary, washers may be clipped on one side to a point not closer than 7/8 of the bolt diameter from the center of the washer. Beveled washers shall be used in the flanges of American Standard beams and channels. Weathering steel washers shall be used with Type 3 bolts.

When galvanized bolt assemblies are specified, the bolts, nuts, and washers shall be galvanized according to AASHTO M 232, Class C, or ASTM B695, Class 50. All components in a fastener assembly shall be galvanized by the same process.

Galvanized nuts shall be provided with a lubricant that is clean and dry to the touch. The lubricant shall contain a visible dye so that a visual check can be made for the lubricant at the time of field installation. Plain, uncoated bolts, nuts, and washers must be "oily" to the touch when installed.

(b) Required Tests. High strength fasteners, plain and galvanized, shall be subjected to a rotational capacity test according to ASTM F3125 Annex A2, and shall meet the following requirements:

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1. Go through two times the required number of turns (from snug tight conditions) indicated in Table 807-1, in a Skidmore-Wilhelm Calibrator or equivalent tension measuring device, without stripping or failure.
2. During this test, the maximum recorded tension shall be equal to or greater than 1.15 times the Minimum Bolt Tension as shown in Table 807-3.
3. The measured torque needed to produce the Minimum Bolt Tension shall not exceed the value obtained by the following equation:

$$\text{Torque} = 0.25 * P * D$$

where:
Torque = Maximum Measured Torque
(Foot-pounds [newton meter])
P = Measured Bolt Tension (pounds [kilonewtons])
D = Nominal Diameter (Feet [mm])

Proof load tests according to ASTM F606M (F606) Method 1 are required for the bolts. Wedge tests of full size bolts are required according to Section 10 of ASTM F3125. Galvanized bolts shall be wedge tested after galvanizing. Proof load tests according to ASTM A563 are required for the nuts. The proof load tests for nuts to be used with galvanized bolts shall be performed after galvanizing, overtapping, and lubricating.

The Engineer shall be furnished with a manufacturer's certification for all high strength bolts, nuts, and washers used on the project. This certification shall provide a lot number, shop order number, or other identification such that the heat number from which the items were made can be traced. This identifying number shall also appear on the sealed shipping containers. The certification shall indicate when and where all testing was done, including the rotational capacity tests, and shall include the zinc thickness when galvanized bolts, nuts, and washers are used.

Item (1) of **Subsection 807.26(b), Modification of Structural Welding Code,** is hereby deleted and the following is substituted therefor:

(1) Subparagraph 1.3.4 is modified to include:

Electroslag welding shall not be used as a welding process on bridge structures.

The first paragraph of **Subsection 807.71, High Strength Bolt Connections,** is hereby deleted and the following is substituted therefor:

(a) General. High strength bolts meeting the requirements of ASTM F3125, Grade A325, Heavy Hex, including Annex A2, shall be furnished unless otherwise specified.

Subsection 807.77, Materials (a) Inorganic Zinc-Rich Primer, is hereby deleted and the following is substituted therefor:

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(a) Inorganic Zinc-Rich Primer. The prime coat shall be an inorganic zinc-rich paint complying with the requirements of AASHTO M 300 for Type 1 or Type II.

The paint shall qualify for a Class A classification (slip coefficient of 0.33 or greater) when tested according to "Testing Methods to Determine the Slip Coefficient for Coatings used in Bolted Joints", in Appendix A of *Specification for Structural Joints Using High-Strength Bolts* as published by the Research Council on Structural Connections.

The first paragraph of **Subsection 809.02(b), Armored Joint with Neoprene Strip Seal,** is hereby deleted and the following is substituted therefor:

(b) Armored Joint with Neoprene Strip Seal. The armored joint shall consist of steel extrusions with neoprene strip seal. Steel extrusions shall conform to the requirements of ASTM A709, Grade 50W, or as specified.

Subsection 817.02(b), Steel Items, is hereby deleted and the following is substituted therefor:

(b) Steel Items. Bars, plates, and structural shapes shall be of steel conforming to the requirements of ASTM A709, Grade 36 (250), except that Charpy V-Notch Impact tests are not required.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

CEMENT

Section 802 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The following is added as the last bullet of the second paragraph of **Subsection 802.02, Materials. (a) Cement.**

- Portland-Limestone Cement, AASHTO M240, Type 1L. Type 1L shall have a limestone constituent greater than 5 percent and less than or equal to 15 percent by mass of blended cement.

The second sentence of the fourth paragraph of **Subsection 802.02, Materials. (a) Cement** is revised as follows:

The total alkalis in the cementitious material (Portland cement, Portland – Limestone cement, fly ash or slag cement) shall not exceed 5 lb/cu yd (3 kg/cu m).

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

REINFORCING STEEL FOR STRUCTURES

Section 804 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

Subsection 804.02 Materials (b) Wire and Wire Fabric is hereby deleted and the following is substituted therefor:

(b) Wire and Welded Wire Reinforcement. Wire, when used as reinforcement in concrete, shall conform to the requirements of AASHTO M 336. For plain wire, Grade 70 shall be furnished unless otherwise specified.

Welded wire reinforcement, when used as reinforcement in concrete, shall conform to the requirements of AASHTO M 336. For welded wire reinforcement, Grade 65 shall be furnished unless otherwise specified. The type of welded wire reinforcement shall be approved by the Engineer.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

STEEL STRUCTURES

Division 800 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

Section 807, Steel Structures, is hereby modified as follows:

The first paragraph **Subsection 807.02** is hereby deleted and the following substituted therefor:

All structural steel fabricators shall be certified for AISC Category SBR (Simple Steel Bridge Structures), IBR (Intermediate Steel Bridge Structures - Major), ABR (Advanced Steel Bridge Structures - Major), or CPT (Bridge Component Standard), as appropriate, except as provided herein. In addition, the fabricator shall have the appropriate Complex Coatings Endorsement (P1, P2, or P3) which qualifies them to apply complex coating systems.

Bid 26-31, Addendum 1

CITY OF FAYETTEVILLE ARKANSAS

Date: Tuesday, April 7, 2026

To: All Prospective Vendors

From: Kenny Fitch – 479.575.8258 – kfitch@fayetteville-ar.gov

RE: Bid 26-31, Construction – Lake Sequoyah Drive Bridge Rehab

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Interested parties should indicate their receipt of same in the appropriate blank of the Bid.

BIDDERS SHALL ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE BID FORM.

1. CLARIFICATIONS

   a. Conflicting information was identified regarding the location of the pre-bid meeting scheduled for this project. The pre-bid meeting will be held on-site at 6608 Lake Sequoyah Dr, Fayetteville, AR 72701 at 11:00am on Tuesday, April 14th. This information has been updated on the bidding website.

Telecommunications Device for the Deaf TDD (479) 521-1316 113 West Mountain - Fayetteville, AR 72701

Bid 26-31, Addendum 2

CITY OF FAYETTEVILLE ARKANSAS

Date: Friday, April 17, 2026

To: All Prospective Vendors

From: Kenny Fitch – 479.575.8258 – kfitch@fayetteville-ar.gov

RE: Bid 26-31, Construction – Lake Sequoyah Drive Bridge Rehab

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This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Interested parties should indicate their receipt of same in the appropriate blank of the Bid.

BIDDERS SHALL ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE BID FORM.

1. CLARIFICATIONS

a. Regarding the contractor's approach to the bridge deck replacement, it is important to note that the plans show estimates of the worst areas of deck spalling/deterioration. These areas will be verified in the field prior to the contractor beginning the work. We anticipate that these field identified areas will largely conform to those areas identified in the plans, however, minor modifications could be necessary. As the work progresses and we get a better idea of the actual condition of the concrete surrounding the repair areas, the engineer and City will be onsite to further direct the contractor to keep the project within budget. This may lead to a reduction in the number of areas repaired to stay within the allowable budget. If conditions are as anticipated, we should be able to complete all the identified areas.

b. Section 01271 – Measurement and Payment has been included as an attachment to this addendum.

c. The City has removed any partial width joint armor replacement from the scope of this project and replaced it with full width joint armor replacement. An updated version of SP-04 for Bridge Expansion Joint Armor has been included as an attachment to this addendum. The line items were updated to reflect this change.

2. LINE ITEM MODIFICATIONS

a. Line Item 15) Partial Width Joint Armor Replacement: this line item was removed.

b. Line Item 16) Joint Armor: the description of this line item was updated from Full Width Joint Armor Replacement, and the quantity was increased to 288 LF from 132 LF.

3. ATTACHMENTS

a. Attachment A: Pre-Bid Meeting Sign-In Sheet

b. Attachment B: Garver Pre-Bid Meeting Agenda

c. Attachment C: Section 01271 – Measurement and Payment

d. Attachment D: SP-04 – Bridge Expansion Joint Armor

Telecommunications Device for the Deaf TDD (479) 521-1316 113 West Mountain - Fayetteville, AR 72701

CITY OF FAYETTEVILLE ARKANSAS

City of Fayetteville, Arkansas

Attendance Sheet

(BID)/RFP/RFQ #: 26-31

Description: CONSTRUCTION - LAKE SEQUOYAH DRIVE BRIDGE REHAB

Function (circle one): Bid Opening, Selection Committee Meeting, Pre-Bid, Interview

Date: 4/14/26 Time: 11:00am

City staff e-mail includes "@fayetteville-ar.gov"

	Name	Company	Title	Phone	Email
1	Kenny Fitch	CoF	Sr Proc. Agent	575-8258	kfitch@
2	Joel Skinner	GARVER	Bridge Team Leader	479-527-9100	JESKINNER@GARVERUSA.COM
3	Chase Webb	CoF	Staff Engineer	479-444-3424	chwebb@fayetteville-ar.gov
4	Alan Pugl	CoF	stormwater Mgr.	479-575-8208	apugl@fayetteville-ar.go.
5	Sam Blackburn	PBX Corp	Pres	918-640-8111	Samb@PBXCorp.com
6	Ron Mobley Jr	Mobley Contractors	Project mgr	501-977-6551	rfmjr@Mobleycontractors Inc
7	Trevel Young	CoF	Proc Agent	575-8289	tyoung@
8	Lance Norsworthy	Milestone	Manager	479-2250781	LNorsworthy@mstonecc.com
9	Jim Robles	Milestone	Manager	479-421-7483	JRobles@MSTONECC.COM
10	Zach Moore	Garver	PM	479-644-6016	ztmoore@garverusa.com
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Meeting Notes, Decision, Description of Handouts, etc:

GARVER

www.GarverUSA.com

Lake Sequoyah Bridge Rehab

CITY OF FAYETTEVILLE
FAYETTEVILLE, ARKANSAS
Pre-Bid Agenda
Tuesday, April 14th, 2026 – 11:00 a.m.

1. **General Introduction:** Improvements consist of, but are not limited to, full and partial depth deck repair, removal and replacement of existing joint seal and joint armor at designated locations, spall repair, and cantilever repair.

    a. Bidding documents, plans, and addenda shall be obtained at the City of Fayetteville Purchasing Division's electronic bidding platform at www.fayetteville-ar.gov/bids.

    b. All bids shall be received by **Tuesday, April 28th, 2026, before ~~12:00 AM~~** 2:00 PM, local time utilizing the electronic bidding software, OR by submitting a sealed bid at the City of Fayetteville, Purchasing Division

    c. All vendors intending on bidding SHALL register as a plan holder by notifying ~~Amanda Beilfuss~~ FITCH KENNY, via e-mail. When registering as a plan holder, vendors shall submit primary contact information including name of contractor, primary contact, phone number, fax number, and physical address. FAILURE TO REGISTER AS A PLAN HOLDER CAN RESULT IN YOUR BID BEING REJECTED.

2. **Contract Time**

    a. Bidder The Work shall be Substantially Completed within **180** calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS, and final completion and ready for final payment in accordance with the GENERAL CONDITIONS within **210** calendar days after the date when the Contract Times commence to run.

    b. 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 amounts on a per-month basis as provided in Section 109.05 of the Standard Street and Drainage Specifications.

    c. The City of Fayetteville and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay The City of Fayetteville Five Hundred Dollars **($750.00)** for each calendar day that expires after the time specified.

    d. The Contract Times will commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time mutually agreed upon by the Contractor and the Owner within **120 days** after the Effective Date of the Agreement upon completion of required executed documents

3. **Normal Working Days and Times/ Holidays:**

   a. 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 Engineer's written consent.

4. **Materials Testing:**

   a. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

      i. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested, or approved, Contractor shall assume full responsibility therefor, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection, testing, or approval.

      ii. Contractor shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with Owner's or Engineer's acceptance of a Supplier of Materials or Equipment proposed to be incorporated in the Work, or of Materials or Equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

5. **Insurance Requirements**

   a. Per the General Conditions Section 5.02

a.	Umbrella General Liability	$5,000,000	
b.	Workers' compensation	Statutory (State and Federal Limits)	
	Employer's Liability	$500,000 each accident	
c.	Commercial General Liability		
	(1)	General Aggregate	$2,000,000
	(2)	Products-Completed Operations Aggregate	$2,000,000
	(3)	Personal & Advertising Injury Limit	$1,000,000
	(4)	Each Occurrence Limit	$1,000,000
	(5)	Fire Damage Limit	$ 100,000
	(6)	Medical Expense Limit	$ 5,000
d.	Business Automobile Liability		
	(1)	Any one loss or accident	$1,000,000

6. **Sequence of Construction/Maintenance of Traffic**
   a. Note: Maintenance of traffic plan provided for informational purposes only. City to furnish, install, and maintain maintenance of traffic signs, barriers, and solar portable changeable message signs.

7. **Migratory Bird Nesting Prevention**
   a. OPTION 1 - The Contractor shall prevent birds from nesting by erecting netting at any time outside of the active nesting season (generally after August 31 to March 1). The Contractor may be allowed to erect netting during the active nesting season if no active nest is present on the bridge or structure. Net openings shall be ½ inch or smaller after installation. Birds that nest despite prevention efforts shall not be removed or disturbed. Netting shall be installed securely and maintained in such a manner that it will not pose a safety hazard.
   b. OPTION 2 – The Contractor may remove inactive nests (those with no eggs or young) via hydro-cleaning or scraping at any time outside of the nesting season (generally after August 31 to March 1). The Contractor will be allowed to scrape or hydro-clean daily to remove any mud or debris placed on the structure by birds attempting to nest, as long as there are no eggs or young in the nests or partial nests. Adult birds cannot be harmed, injured, or harassed in any way except by removal of the unoccupied nests. Exclusionary netting does not have to be used if the Contractor agrees to be diligent and make sure no birds are allowed to nest on the structure.

8. **Lake Traffic Safety**
   a. The Contractor shall install a sign or signs, as shown in Detail A of this special provision, in a clearly visible position on either side of the bridge in Lake Sequoyah and at all public boat ramps.
   b. During bridge deck and joint repairs, all lake traffic, boats and other vessels, shall be confined to using the lake navigation channel as a safe navigation passage channel. The remaining channel should be closed during this work. Buoys and floats shall be used to direct lake traffic to use the safe navigation passage channel. The safe navigation passage channel shall be maintained by the Contractor during working and non-work hours.
   c. Includes Safety Platform



WARNING!
BRIDGE CONSTRUCTION
FOLLOW MARKED
NAVIGATION CHANNEL
SLOW NO WAKE ZONE

9. **CAD Files**
    a. CAD files can be provided upon signature of file transfer agreement.

10. **Contractor Questions:**

Attachment C:

SECTION 01271 – MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 SUMMARY

A. This section includes delineation of measurement and payment criteria applicable to unit price work, whether the unit price items are part of a unit price contract or are part of a Stipulated Price contract.

B. Defect assessment and non-payment for rejected work.

1.2 AUTHORITY

A. Measurement methods are delineated for each individual bid item under this section.

B. The Engineer will take all measurements and compute quantities accordingly.

C. Contractor shall assist by providing necessary equipment, workers, and survey personnel as required.

1.3 UNIT QUANTITIES SPECIFIED

A. Quantities and measurements indicated in the Bid Form are for bidding and contract purposes only. Quantities and measurements supplied or placed in the Work and verified by the Engineer shall determine payment.

B. If the actual Work requires more or fewer quantities than those quantities indicated, provide the required quantities at the unit prices contracted.

1.4 MEASUREMENT OF QUANTITIES

A. Measurement by Weight: Items measured by weight will use specified standard handbook weights unless otherwise specified in this section for an individual item.

B. Measurement by Volume: Unless herein noted differently, volume shall be measured by cubic dimension using mean length, width and height or thickness with survey chain, steel tape, approved distance meter, or by use of Total Surveying Stations and Engineering Software, as approved by Engineer.

C. Measurement by Area: Unless herein noted differently, area shall be measured by square dimension using mean length and width or radius, with survey chain, steel tape, approved distance meter, or by use of Total Surveying Stations and Engineering Software, as approved by Engineer.

D. Linear Measurement: Unless herein noted differently, linear measurements shall be measured at the item centerline or mean chord, with survey chain, steel tape, approved distance meter, or by use of Total Surveying Stations and Engineering Software, as approved by Engineer.

E. Stipulated Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as a completed item or unit of the Work.

1.5 PAYMENT

A. Payment Includes: Except as modified herein, payment shall be full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.

B. Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities accepted by the Engineer multiplied by the unit price for Work which is incorporated in or made necessary by the Work.

1.6 DEFECT ASSESSMENT

A. Replace the Work, or portions of the Work, not conforming to specified requirements.

B. If, in the opinion of the Engineer, it is not practical to remove and replace the Work, the Engineer will direct the following remedy:

1. The defective Work will be repaired to the instructions of the Engineer, and the unit price will be adjusted to a new price at the discretion of the Engineer.

C. The authority of the Engineer to assess the defect and identify payment adjustment is final.

1.7 NON-PAYMENT FOR REJECTED PRODUCTS

A. Payment will not be made for any of the following:

1. Products wasted or disposed of in a manner that is not acceptable.
2. Products determined as unacceptable before or after placement.
3. Products not completely unloaded from the transporting vehicle.
4. Products placed beyond the lines, levels or boundaries of the required Work.
5. Products remaining on hand after completion of the Work.
6. Loading, hauling and disposing of rejected Products.
7. Work performed beyond the specified limits unless authorized by the Engineer.

1.8 BID ITEMS

1 Insurance and Bonding
See Section 103, City of Fayetteville's Standard Specifications for Street and Drainage Construction

2 Clearing, Grubbing, & Demolition
See Section 201, City of Fayetteville's Standard Specifications for Street and Drainage Construction

3 Seeding and Mulching
See Section 505, City of Fayetteville's Standard Specifications for Street and Drainage Construction

4 Erosion Control
See Section 509, City of Fayetteville's Standard Specifications for Street and Drainage Construction

5 Mobilization (Shall not exceed 5% of Total Bid)
See Section 511, City of Fayetteville's Standard Specifications for Street and Drainage Construction

6 Project Signs
See Section 514, City of Fayetteville's Standard Specifications for Street and Drainage Construction

7 **Tree Protection Fencing**
See Section 517, City of Fayetteville's Standard Specifications for Street and Drainage Construction

8 **Class 2 Protective Surface Treatment**
See SP-02 – Bridge Construction

9 **Reinforcing Steel-Bridge (Grade 60)**
See SP-02 – Bridge Construction

10 **Silicone Joint Sealant**
See SP-02 – Bridge Construction

11 **Modification of Existing Bridge Structure**
See SP-02 – Bridge Construction

12 **Bridge Deck Repair**
See SP-02 – Bridge Construction

13 **Spall Repair**
See SP-03 – Concrete Repairs

14 **Surface Patching**
See SP-03 – Concrete Repairs

15 **Joint Armor**
See SP-04 – Bridge Expansion Joint Armor

16 **Migratory Bird Nesting Prevention**
See SP-05 – Nesting Sites of Migratory Birds

17 **Lake Traffic Safety**
See SP-06 – Details for Lake Traffic Safety

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION 01271

SP-04 – BRIDGE EXPANSION JOINT ARMOR

DESCRIPTION

SP-04-1.1 This item shall consist of removing the bridge expansion joint armor at all expansion joints, disposing of removed steel, furnishing and installing new bridge expansion joint armor. This work shall be completed in accordance with the Standard Specifications, this Special Provision, and as directed by the Engineer.

MATERIALS

SP-04-2.1 Structural Steel: New joint armor shall meet the requirements of Section 807 of the 2014 Edition of the Arkansas Department of Transportation's Standard Specifications for Highway Construction and as shown in the plans.

CONSTRUCTION METHODS

SP-04-3.1 All work involved with installation shall be in accordance with the details shown in the plans and Section 807 of the 2014 Edition of the Arkansas Department of Transportation's Standard Specifications for Highway Construction.

METHOD OF MEASUREMENT

SP-04-4.1 Joint Armor Replacement will be measured by the linear foot. The measurement will be along the top of the new roadway angle from end to end.

BASIS OF PAYMENT

SP04-5.1 Work completed and accepted and measured as provided above will be paid for at the contract unit price bid per linear foot for "Joint Armor Replacement," which price shall be full compensation for the removal and disposal of steel; for furnishing and installing all materials, for all certifications and submittals, for all labor, equipment, tools, and incidentals necessary to complete the work.

Payment made under:

Item SP04-5.1	Joint Armor – per linear foot

END OF SECTION SP-04

Bid 26-31, Addendum 3

Date: Monday, April 27, 2026

To: All Prospective Vendors

From: Kenny Fitch – 479.575.8258 – kfitch@fayetteville-ar.gov

RE: Bid 26-31, Construction – Lake Sequoyah Drive Bridge Rehab

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Interested parties should indicate their receipt of same in the appropriate blank of the Bid.

BIDDERS SHALL ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE BID FORM.

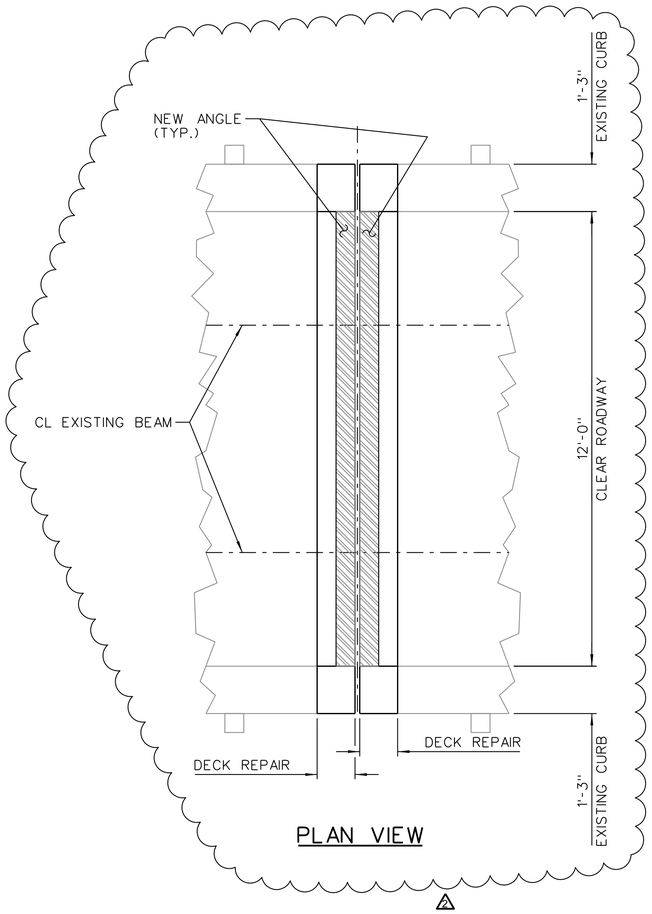
1. CLARIFICATIONS

a. With the release of Addendum 2, some revised plan sheets were issued. A detailing error was identified on plan sheet S-208 which caused a discrepancy between the plan sheet and the associated line item quantity. The line item quantity is correct and no changes have been made with this addendum. Plan sheet S-208 is being reissued with this addendum with the detailing error corrected.

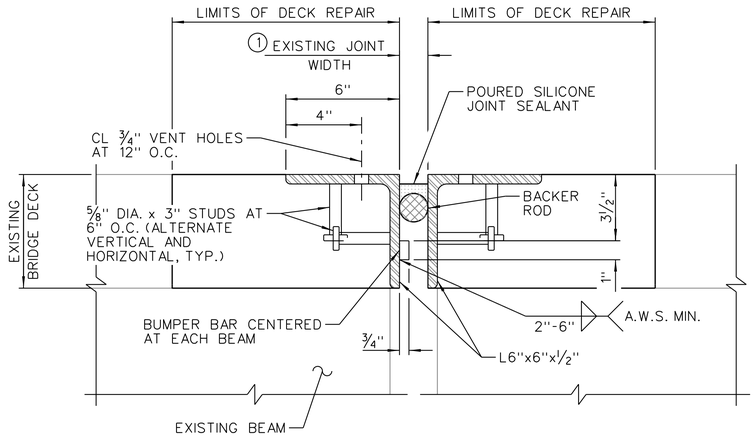
2. ATTACHMENTS

a. Attachment A: Revised Plan Sheet S-208

Telecommunications Device for the Deaf TDD (479) 521-1316 113 West Mountain - Fayetteville, AR 72701



PLAN VIEW



JOINT ARMOR REPAIR AT DECK REPAIR AREAS

NOTES:
JOINT ARMOR SHALL BE REPLACED AT ALL BRIDGE DECK EXPANSION JOINTS.

SEE "PLAN VIEW" ON DWG. NOS. S-202 THROUGH S-205 FOR DECK REPAIR LOCATIONS.

SEE DWG. NO. S-206 FOR DECK REPAIR NOTES AND DETAILS.

CONCRETE SHALL BE HAND PACKED UNDER THE JOINT ARMOR AT EACH BENT.

JOINT ARMOR REPLACEMENT WILL BE PAID FOR AT THE UNIT PRICE BID FOR "JOINT ARMOR". FOR ADDITIONAL INFORMATION, SEE SPECIAL PROVISION "JOINT ARMOR REPLACEMENT".

ALL STRUCTURAL STEEL SHALL BE ASTM A709 (GR. 36, 50 OR 50W).

DETAILS SHOWN ARE FROM THE BEST INFORMATION AVAILABLE DURING PLAN DEVELOPMENT. THE CONTRACTOR SHALL MAKE CHECK MEASUREMENTS IN THE FIELD AND MAKE ANY ADJUSTMENTS NECESSARY TO FIT THE NEW WORK TO THE EXISTING STRUCTURE.

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CERTIFICATE OF AUTHORIZATION
GARVER LLC
No. 766
ARKANSAS ENGINEER

STATE OF ARKANSAS
LICENSED PROFESSIONAL ENGINEER
No.16458
JOEL E. SKINNER

Digitally Signed 04/23/2026

REV.	DATE	DESCRIPTION	BY
1	04-16-2026	ADDENDUM NO. 2	JES
2	04-23-2026	ADDENDUM NO. 3	JES

CITY OF FAYETTEVILLE
FAYETTEVILLE, ARKANSAS

CITY OF FAYETTEVILLE ARKANSAS

LAKE SEQUOYAH DRIVE
BRIDGE REHAB

EXPANSION JOINT ARMOR REPAIR

JOB NO.: 15047010
DATE: JUNE 2024
DESIGNED BY: MAS
DRAWN BY: HEW

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

DRAWING NUMBER
S-208

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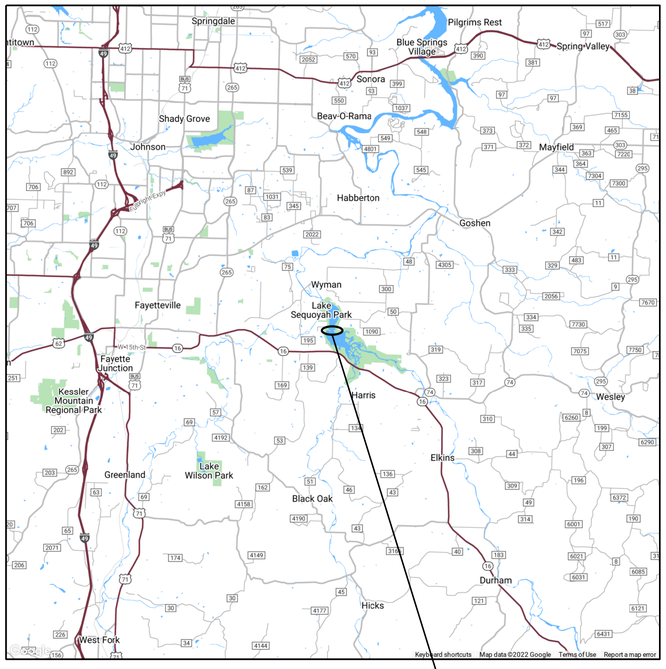
REVISED DATE:

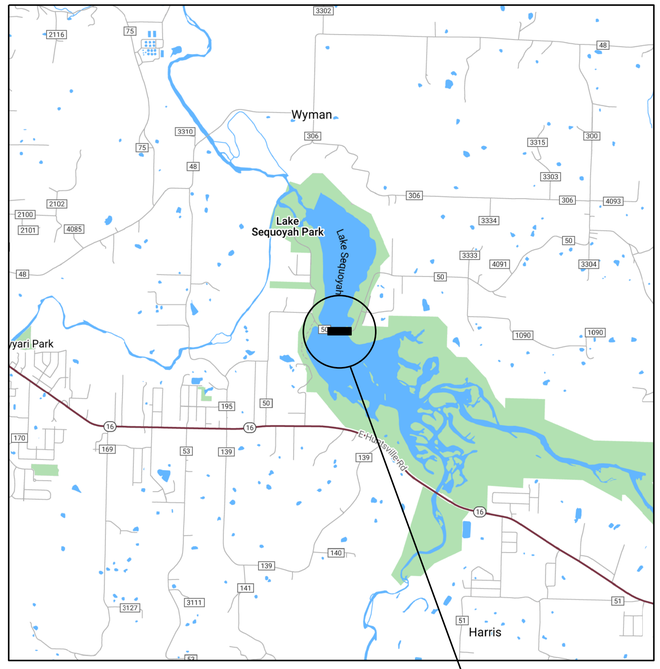
LAKE SEQUOYAH DRIVE BRIDGE REHAB

CITY OF FAYETTEVILLE
FAYETTEVILLE, ARKANSAS



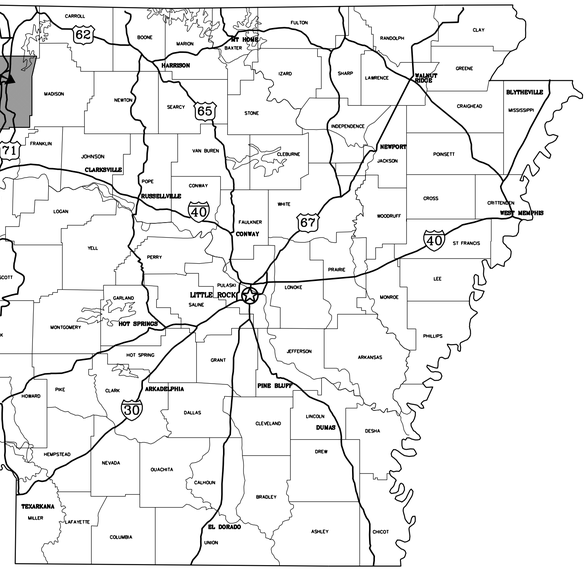
VICINITY MAP
NO SCALE

PROJECT LOCATION



PROJECT SITE

FAYETTEVILLE, ARKANSAS



STATE MAP

GARVER PROJECT NO. 15047010
JUNE 2024

ARKANSAS ONE CALL
811
Know what's **below.**
Call before you dig.
SEE GENERAL NOTE 2, SHEET G-002 OF THESE PLANS.

GARVER
2049 E. Joyce Blvd., Ste. 400
Fayetteville, AR 72703
(479) 527-9100

CITY OF FAYETTEVILLE
ARKANSAS

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CERTIFICATE OF AUTHORIZATION
GARVER LLC
No. 766
ARKANSAS ENGINEER

STATE OF ARKANSAS
LICENSED PROFESSIONAL ENGINEER
No.15657
ZACH T. MOORE
Digitally Signed 05/31/2024

REV.	DATE	DESCRIPTION	BY

CITY OF FAYETTEVILLE
FAYETTEVILLE, ARKANSAS

LAKE SEQUOYAH DRIVE
BRIDGE REHAB

COVER SHEET

JOB NO.: 15047010
DATE: JUNE 2024
DESIGNED BY: DJW
DRAWN BY: TWM

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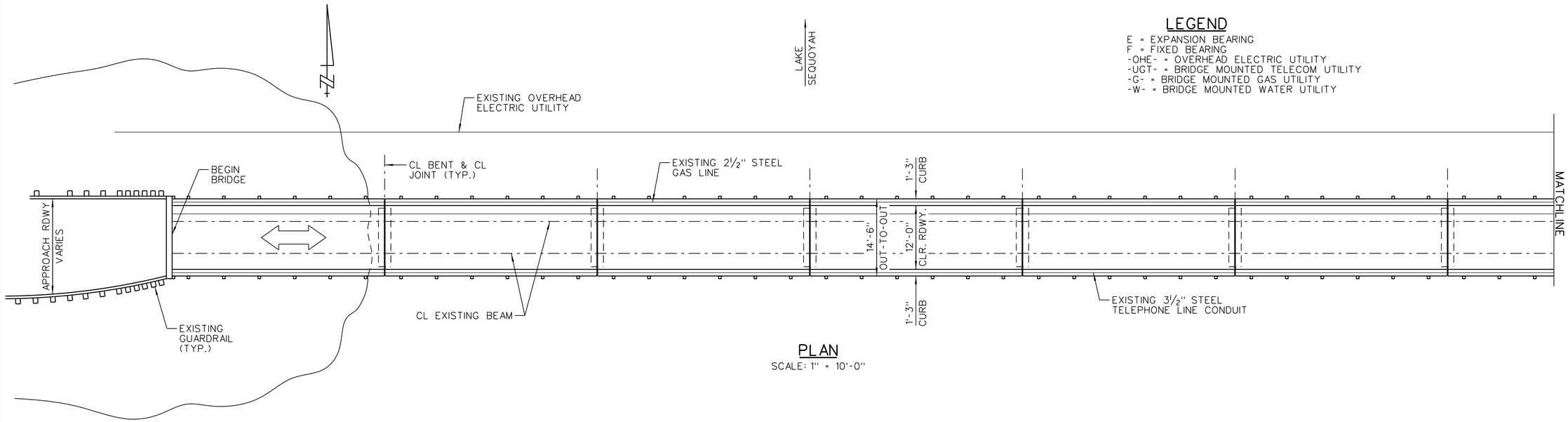
REVISED DATE:

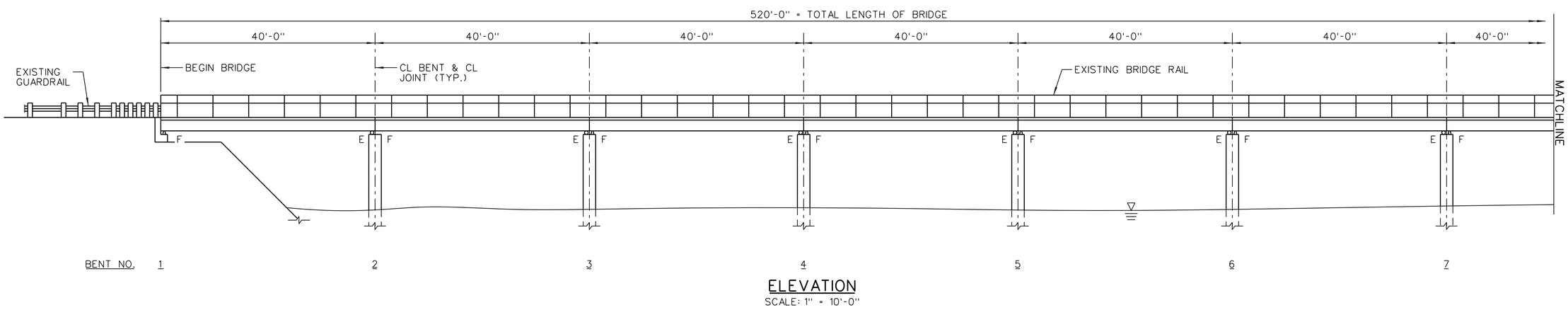


LEGEND

E = EXPANSION BEARING
F = FIXED BEARING
-OHE- = OVERHEAD ELECTRIC UTILITY
-UGT- = BRIDGE MOUNTED TELECOM UTILITY
-G- = BRIDGE MOUNTED GAS UTILITY
-W- = BRIDGE MOUNTED WATER UTILITY

PLAN

SCALE: 1" = 10'-0"



ELEVATION

SCALE: 1" = 10'-0"

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ARKANSAS ENGINEER

STATE OF ARKANSAS
LICENSED PROFESSIONAL ENGINEER
No.16458
JOEL E. SKINNER

Digitally Signed 05/31/2024

REV.	DATE	DESCRIPTION	BY

CITY OF FAYETTEVILLE
FAYETTEVILLE, ARKANSAS

CITY OF FAYETTEVILLE ARKANSAS

LAKE SEQUOYAH DRIVE
BRIDGE REHAB

BRIDGE LAYOUT
(SHEET 1 OF 2)

JOB NO.: 15047010
DATE: JUNE 2024
DESIGNED BY: MAS
DRAWN BY: CWT

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

DRAWING NUMBER
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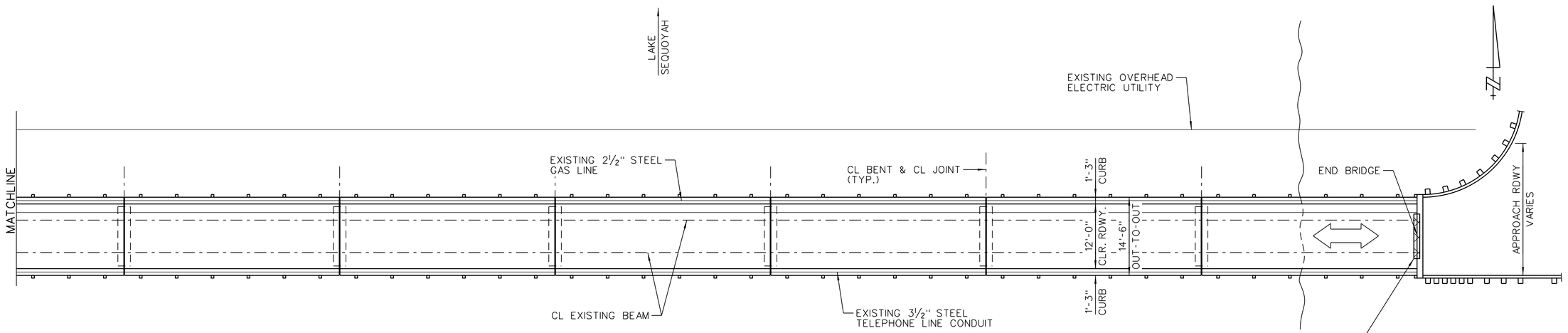
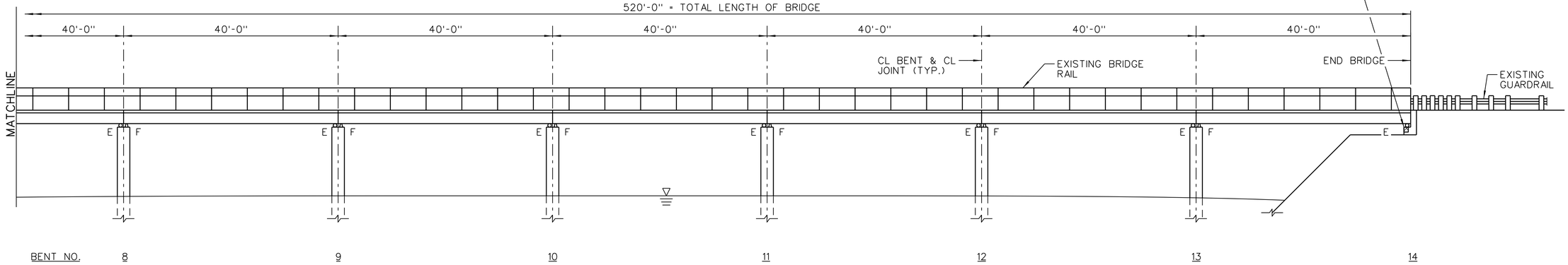


PLAN
SCALE: 1" = 10'-0"

IF TEMPORARY SUPPORTS ARE NEEDED TO COMPLETE SPALL REPAIR WORK, WORK SHALL BE PERFORMED IN ACCORDANCE OF SECTION 105 AND CONSIDERED INCLUDED IN THE ITEM " MODIFICATION OF EXISTING BRIDGE STRUCTURE (BRIDGE NO. 19523)"

ANTICIPATED SPALL REPAIR AREA



ELEVATION
SCALE: 1" = 10'-0"

LEGEND
E = EXPANSION BEARING
F = FIXED BEARING
-OHE- = OVERHEAD ELECTRIC UTILITY
-UGT- = BRIDGE MOUNTED TELECOM UTILITY
-G- = BRIDGE MOUNTED GAS UTILITY
-W- = BRIDGE MOUNTED WATER UTILITY

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GARVER LLC
No. 766
ARKANSAS ENGINEER

STATE OF ARKANSAS
LICENSED PROFESSIONAL ENGINEER
No.16458
JOEL E. SKINNER
Digitally Signed 05/31/2024

REV.	DATE	DESCRIPTION	BY

CITY OF FAYETTEVILLE
FAYETTEVILLE, ARKANSAS

CITY OF FAYETTEVILLE ARKANSAS

LAKE SEQUOYAH DRIVE
BRIDGE REHAB

BRIDGE LAYOUT
(SHEET 2 OF 2)

JOB NO.: 15047010
DATE: JUNE 2024
DESIGNED BY: MAS
DRAWN BY: CWT

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

DRAWING NUMBER
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REVISED DATE:

Mobley
CONTRACTORS INC
952 Highway 287/ P.O. Box 150
Morrilton, AR 72110
(501) 354-2510
FAX (501) 354-1862

April 30, 2026

City of Fayetteville
113 W. Mountain St.
Fayetteville, AR 72701

Dear Ms. Rawn

REFERENCE: Lake Sequoyah Drive Bridge Rehab

Ronald F. Mobley, President of Mobley Contractors, Inc. has complete authority to sign any and all bid submissions and relating correspondence regarding:

Mobley Contractors, Inc.
952 Highway 287
P.O. Box 150
Morrilton, Arkansas 72110

Incorporated in Arkansas on June 14, 1978.

Sincerely,

Janice L. Mobley
Secretary-Treasurer

jr

DOCUMENT 00500 – AGREEMENT

BETWEEN OWNER AND CONTRACTOR

Contract Name/Title: LAKE SEQUOYAH DRIVE BRIDGE REHAB

Contract No.: 26-31, Construction

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2026 by and between The City of Fayetteville, Arkansas and _Mobley Contractors, Inc.___ (hereinafter called Contractor).

ARTICLE 1 - WORK

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

The construction consist of, but is not limited to, full and partial depth deck repair, removal and replacement of existing joint seal and joint armor at designated locations, spall repair, and cantilever repair.

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

3.02 DATES FOR SUBSTANTIAL COMPLETION AND FINAL PAYMENT:

A. The Work shall be Substantially Completed within **180** calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS, and final completion and ready for final payment in accordance with the GENERAL CONDITIONS within **210** calendar days after the date when the Contract Times commence to run.

3.03 LIQUIDATED DAMAGES:

A. Owner and Contractor recognize that time is of the essence of this Agreement and that The City of Fayetteville will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the GENERAL CONDITIONS. The parties also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by The City of Fayetteville if the Work is not Substantially Completed on time. Accordingly, instead of requiring any such proof, The City of Fayetteville and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay The City of Fayetteville Seven Hundred Fifty Dollars ($750.00) for each calendar day that expires after the time specified above in Paragraph 3.02 for Substantial Completion until the Work is Substantially Complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in Paragraph 3.02 for completion

and readiness for final payment or any proper extension thereof granted by The City of Fayetteville, Contractor shall pay The City of Fayetteville Five Hundred Dollars ($500.00) for each calendar day that expires after the time specified for completion and readiness for final payment.

ARTICLE 4 - CONTRACT PRICE

4.01 The CITY OF FAYETTEVILLE agrees to pay, and the CONTRACTOR agrees to accept, as full and final compensation for all work done under this agreement, the amount based on the unit prices bid in the Proposal which is hereto attached, for the actual amount accomplished under each pay item, said payments to be made in lawful money of the United States at the time and in the manner set forth in the Specifications.

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

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

1. There shall be no changes without prior written approval of the Engineer of Record and/or the City's designated Professional Engineer.

ARTICLE 5 - PAYMENT PROCEDURES

5.01 SUBMITTAL AND PROCESSING OF PAYMENTS:

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

5.02 PROGRESS PAYMENTS, RETAINAGE:

A. The City of Fayetteville shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 15th day of each month during construction. All such payments will be measured by the schedule of values established in the GENERAL CONDITIONS (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

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

a. 95% of Work Completed (with the balance being retainage). If Work has been 50% completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to The City of Fayetteville and Engineer, The City of Fayetteville on recommendation of Engineer, may determine that as long as the character and progress of the Work subsequently remain satisfactory to them, there will be no additional retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be an amount equal to 100% of the Work Completed less the aggregate of payments previously made; and

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

5.03 FINAL PAYMENT:

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

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

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

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

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

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

D. Contractor has carefully studied all:

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

(2) Reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Contractor acknowledges that The City of Fayetteville and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated

in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.

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

F. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performing and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

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

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

I. Contractor has given The Purchasing Division written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by The Purchasing Division is acceptable to Contractor.

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

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 CONTENTS:

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

1. This Agreement.

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

   a. Notice to Proceed.

   b. Contractor's Bid.

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

3. Performance, Payment, and other Bonds.

4. General Conditions.

5. Supplementary Conditions.

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

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

8. Addenda numbers ____ inclusive.

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

ARTICLE 8 - MISCELLANEOUS

8.01 TERMS:

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

8.02 ASSIGNMENT OF CONTRACT:

A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.03 SUCCESSORS AND ASSIGNS:

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

8.04 SEVERABILITY:

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

8.05 FREEDOM OF INFORMATION ACT:

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

8.06 LIENS:

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

IN WITNESS WHEREOF, The City of Fayetteville and Contractor have signed this Agreement in quadruplicate. One counterpart each has been delivered to Contractor. Three counterparts

each has been retained by The City of Fayetteville. All portions of the Contract Documents have been signed, initialed, or identified by The City of Fayetteville and Contractor.

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

CONTRACTOR:	CITY OF FAYETTEVILLE
By: Ronald F. Mobley	By: Molly Rawn
(Type or legibly print)	
Ronald F Mobley	
(Signature)	(Signature)
Title: President	Title: Mayor

Contractor shall attach evidence of authority to sign.
If Contractor is a corporation, corporate entity or LLC, Contractor shall attach Corporate Resolution authorizing Contractor's signature and execution of Agreement.
Further if Contractor is a corporation, corporate entity or LLC, Contractor shall also attach a copy of the Contractor's Articles of Incorporation and a copy form the Arkansas State Secretary of

DOCUMENT 00500 – AGREEMENT (continued)

State to document that the corporation, corporate entity or LLC is in current "Good Standing" with the State of Arkansas and such entity is permitted to perform work in the State of Arkansas.

(SEAL) (SEAL)

Attest Janice Mobley Attest _____

DOCUMENT 00500 – AGREEMENT (continued)

Address for giving notices
952 Hwy 287
Morrilton, AR 72110

Address for giving notices
113 W. Mountain St.
Fayetteville, AR 72701

License No. 0003660926

Agent for Service of process

Ronald F. Mobley

(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 00500

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-1512

MEETING OF MAY 12, 2026

TO: Mayor Rawn and City Council

THROUGH: Peter Nierengarten, Environmental Director

FROM: Jennifer Park, Waste Reduction Project Manager

SUBJECT: **Approval of a contract with CARDS HOLDINGS, LLC D/B/A ECOWASTE SOLUTIONS for processing of the City's commingled recyclable materials at an estimated cost of $50,000 for the remainder of FY26 with estimated recurring monthly cost of $4,100.**

RECOMMENDATION:
Staff recommend approval of a contract with CARDS HOLDINGS, LLC D/B/A ECOWASTE SOLUTIONS, pursuant to Bid 26-28, for processing of the City's commingled recyclable materials at an estimated cost of $50,000 for the remainder of FY26 with estimated recurring monthly cost of $4,100.

BACKGROUND:
In August 2024 the City of Fayetteville contracted with Raftelis Financial Consultants to conduct a Recycling and Trash Collection Rate Study that evaluated the City's current curbside sort recycling operation and three alterative recycling operational scenarios for rate-setting purposes. The proposed operational changes were evaluated based on their potential to enhance overall program performance, safety, and long-term fiscal sustainability, relative to their financial impact on the system. The study identified cart-based recycling (weekly) as the most cost-effective option that best meets the City's operational objectives. City Council approved this study and its recommendations on July 15th, 2025.

City staff has been preparing for the transition to cart-based recycling set to launch on June 1, 2026. All mixed recycling materials collected will now go to an external processor. New recycling carts to replace the existing bins will be provided to all residents through a generous grant provided by the Recycling Partnership in the fall of 2025. The Recycling and Trash Collections Division will be delivering new carts to residents in May.

DISCUSSION:
On March 1, 2026, the City issued Invitation to Bid 26-28 for Recyclables Processing Services, with a closing date of March 26, 2026. One bid was received from CARDS Holdings, LLC. RTC staff have negotiated the following terms with CARDS HOLDINGS, LLC D/B/A ECOWASTE SOLUTIONS:

- Contract term: Two years with two one-year renewal options
- Processing fee: $140 per ton
- Revenue share: If the Average Market Value (AMV) of the City's recyclables exceeds the processing

fee, CARDS HOLDINGS, LLC D/B/A ECOWASTE SOLUTIONS and the City split the balance 50/50. If the AMV falls below the processing fee, the City pays CARDS HOLDINGS, LLC D/B/A ECOWASTE SOLUTIONS the difference with no revenue share.

- AMV Calculation: Based on the 2024 composition study conducted by Kessler Consulting Inc. until a new study is completed four to six months after program launch.

The City's estimated annual cost under this contract is $50,000 for remainder of 2026.
This contract takes effect June 1, 2026, when the City transitions to cart-based collection and mixed recyclables that require external processing.

BUDGET/STAFF IMPACT:
This expenditure would be allocated from account 5500.750.5000-5315.00 -Contract Services

ATTACHMENTS: 3. Staff Review Form, 4. 2024 BMSWD Waste Characterization Study, 5. Bid 26-28, Bid Tab - Final, 6. Bid 26-28, Submittal - CARDSNWA, 7. Bid 26-28, Bid Form - Final, 8. Bid 26-28 Fayetteville Recycling Processor Agreement - Final

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

File #: 2026-1512

A RESOLUTION TO AWARD BID 26-28 AND APPROVE A TWO YEAR CONTRACT WITH CARDS HOLDINGS, LLC D/B/A ECOWASTE SOLUTIONS INC. FOR PROCESSING OF THE CITY'S COMMINGLED RECYCLABLE MATERIALS IN THE AMOUNT OF $50,000.00 FOR THE REMAINDER OF 2026, AND AN ESTIMATED MONTHLY COST OF $4,100.00 BEGINNING IN 2027

WHEREAS, on July 15, 2025, City Council passed Resolution 164-25 accepting and adopting the 2025 Recycling and Trash Collection Rate Study; and

WHEREAS, staff has been preparing for the transition to cart-based recycling set to launch June 1, 2026, and all mixed recycling materials will be sent to an external processor.

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 26-28 and authorizes a two year contract with CARDS Holdings, LLC D/B/A Ecowaste Solutions, Inc. for processing of the city's commingled recyclable materials in the amount of $50,000.00 for the remainder of 2026, and AN estimated monthly cost of $4,100.00 beginning in 2027, with an option to renew the contract for up to two additional one year terms.

City of Fayetteville Staff Review Form

2026-1512

Item ID

5/19/2026

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

Jennifer Park	4/23/2026	RECYCLING/TRASH COLLECTION (750)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommend approval of a contract with CARDS HOLDINGS, LLC D/B/A ECOWASTE SOLUTIONS for processing of the City's commingled recyclable materials at an estimated cost of $50,000 for the remainder of FY26 with estimated recurring monthly cost of $4,100.

Budget Impact:

5500.750.5060-5315.00	Recycling and Trash Collection
Account Number	Fund
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	62,000.00
		Expenses (Actual+Encum)	$	-
		Available Budget	$	62,000.00
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Amendment attached?	No	Budget Amendment	$	-
		Remaining Budget	$	62,000.00

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

2024 WASTE CHARACTERIZATION STUDY

Boston Mountain
SOLID WASTE DISTRICT

CITY OF
FAYETTEVILLE
ARKANSAS

JOHNSON
ARKANSAS
EST. 1881

The Recycling Partnership
Solving for Circularity

Submitted By Kessler Consulting, Inc.

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Section 1
Introduction

1.1 Study Objectives

Boston Mountain Solid Waste District (BMSWD) contracted Kessler Consulting, Inc. (KCI) to conduct a Waste Characterization Study (WCS) designed to understand Municipal Solid Waste (MSW) materials being disposed from the different generator sectors and jurisdictions across the BMSWD operating region. To maximize resources and leverage efficiencies, BMSWD offered jurisdictions the opportunity to join this scope to obtain waste data specific to their governance. The cities of Fayetteville and Johnson accepted the opportunity. To further support BMSWD and the Northwest Arkansas region, The Recycling Partnership (TRP) provided funding for a Recycling Characterization Study (RCS) for the City of Fayetteville that allows the city a deeper understanding of their recyclables recovery rates, referred to herein as a capture study.

Thus, this report summarizes all work conducted under the following separate studies:

1. BMSWD WCS – A waste characterization study for the BMSWD operating region.
2. City of Johnson WCS – A waste characterization study specific for the city.
3. City of Fayetteville Capture Study – A study integrating a waste characterization study and recycling characterization study specific for the city to understand the recycling capture rates of their MSW material streams.

Both the WCSs for BMSWD and the City of Johnson involved hand sorting single-family residential waste. The BMSWD WCS also included visually auditing construction and demolition (C&D) waste, mixed dumpsters (i.e., any material that is not listed as C&D and is collected by a contracted hauler), and the general public (i.e., material self-hauled to drop off areas by non-contracted haulers). The Capture Study for the City of Fayetteville included hand sorting commercial waste, single-family residential waste, multi-family waste, as well as single-family and multi-family recycling.

Note:

This report provides subheadings within each section to clearly differentiate between the "Waste Characterization Study(s)" and the "Capture Study", ensuring a clear understanding of the data and analyzation for both.

1.2 Background

BMSWD, located in Northwest Arkansas, provides a variety of municipal solid waste services and resources to a population of almost 280,000[1] residents with over 115,512 housing units[2] in the counties of Madison and Washington, and their 45 incorporated areas (19 in Madison County and 26 in Washington County). The cities of Fayetteville and Johnson are both located in Washington County.

[1] US Census Bureau, 2023. County Population Totals: 2020-2023 (census.gov)
[2] US Census Bureau, 2023. National, State, and County Housing Unit Totals: 2020-2023 (census.gov)

The City of Fayetteville is the second-most populous city in Arkansas, and the largest in Northwest Arkansas, with a growing population of approximately 101,680[3], as of 2023. Located on the outskirts of the Boston Mountains within the Ozarks, Fayetteville is well-known for the sports teams of the University of Arkansas, which brings an increase in population during sport seasons. The City of Fayetteville states that it "provides all of the resources and culture of a large city while maintaining a quality of life that remains true to its unique heritage.[4]" The City of Fayetteville manages the collection of residential and commercial waste, recycling, and composting. It operates a transfer station and a materials recovery facility (MRF) that are open to the public and private contracted haulers. The MRF processes recyclable materials collected through curbside pickups and drop-offs. KCI sorted both trash and recycling from these facilities to conduct a representative Capture Study for the City of Fayetteville.

The City of Johnson, located in the Ozark Mountains, is famous for its beautiful natural springs and landscapes. Positioned between Fayetteville and Springdale, it has a rapidly growing population of around 3,762[5] as of 2023. Waste collection in the city is managed by several commercial haulers, including LRS Business Services, Waste Management (WM), Trash Panda Dumpster Rentals, and Republic Services. LRS provides residents with services for garbage, recycling, yard waste, C&D debris, and dumpster rentals. Garbage collection occurs on Thursdays and is occasionally transported to the BMSWD Transfer Station.

BMSWD offers solid waste and recycling drop-off services for licensed haulers in Madison and Washington County, as well as for the general public. BMSWD proactively develops new programs for waste reduction and diversion that will benefit residents, haulers, and BMSWD. They have initiated a rural curbside recycling pilot project that provides a discounted rate for residential curbside recyclables when residents use their complimentary green and blue bags. For this year's WCS, KCI focused exclusively on incoming solid waste from both licensed and unlicensed haulers to better understand its current composition and assess the potential for diversion.

1.3 Acknowledgements

KCI would like to acknowledge and thank the City of Fayetteville, the City of Johnson, and Boston Mountain Solid Waste District staff members who assisted with the planning and logistics of this WCS and Capture Study. KCI specifically thanks Robyn Reed, Taylor Osburn, Brian Pugh, Andrew Cook, and the entire scale house and transfer station operations staff for their assistance and support throughout this project. The cooperation and positive attitudes of all team members were essential to the success of the WCS and Capture Study.

[3] United States Census Bureau, 2023. County Population Totals: 2020-2023 (census.gov)
[4] *City of Fayetteville, Arkansas*. (n.d.). https://www.fayetteville-ar.gov/902/About-Fayetteville
[5] United States Census Bureau, 2023. County Population Totals: 2020-2023 (census.gov)

Section 2
Methodology

2.1 Hand Sort

2.1.1 Generator Sectors and Sorting Events

KCI conducted a two-week (10-day) sorting event, to pull and sort enough samples to provide statistically valid results for BMSWD's waste, City of Johnson's waste, and City of Fayetteville's waste and recyclables.

Capture Study

The hand sorting portion of the Capture Study focused on the waste and residential recyclables generated within the City of Fayetteville. The three generator sectors included:

- **Single-family residential**: Single-family residential waste and recycling collected from single-family residential dwellings within the City of Fayetteville. Single-family recycling collected via the city's unique curbside sort collection system consisted of only material placed in residents bins that would typically be left behind as contamination.
- **Multi-family residential:** Multi-family residential waste and recycling collected from multi-family dwellings within the City of Fayetteville. Samples of recycling were collected from "battleships" across various complexes.
- **Commercial:** Commercial waste collected from commercial businesses within the City of Fayetteville. Note: Commercial recycling is not included in this study due to it only being clean cardboard or paper. This material was collected either with front-end loader vehicles or compactor roll-off collection boxes from commercial businesses.

The Capture Study consisted of a one-week (5-day) sorting event. During this event, KCI followed the Sampling and Sorting Protocol that was reviewed and approved by the City of Fayetteville staff and TRP prior to the event.

Waste Characterization Study

The hand sorting portion of the WCS focused on waste generated within Madison and Washington County for disposal. The WCS only focused on the following generator sector for this portion of the study:

- **Single-family residential**: Single-family residential waste collected from residential dwellings within the region.

The WCS included a one-week (5-day) sorting event. During this event, KCI followed the Sampling and Sorting Protocol that was reviewed and approved by BMSWD staff prior to the event. To provide the City of Johnson with a comprehensive and statistically valid WCS, additional samples were collected, and hand sorted utilizing the same approved Sampling and Sorting Protocol.

2.1.2 Hand Sort Material Categories

Capture Study

Waste and recyclables were sorted into the 49 and 53 material categories, respectively, defined in Appendix A. Out of the 53 material categories, six were dedicated to plastic film. To develop and define these material categories, KCI spoke with both TRP to address the necessary categories to support national research and the City of Fayetteville to ensure all material categories were defined to support their needs. In coordination with the City of Fayetteville staff, KCI made the following modifications to the categories:

- Addition of 'Soiled Pizza Boxes' to align with their accepted recyclable materials.
- The City of Fayetteville's outbound recycling tonnages, which was used for calculating recycling composition and recyclables composition, did not separately track clear and opaque PET bottles or natural and colored HDPE bottles. Therefore, the categories were combined in this report.

Waste Characterization Study

Waste was sorted into the 46 material categories defined in Appendix B. KCI reviewed these categories with BMSWD to ensure these categories not only met their needs, but also aligned with both sorts. In coordination with BMSWD staff, KCI made the following modifications to the categories:

- Addition of 'Soiled Pizza Boxes' to align with their accepted recyclable materials.

2.1.3 Sampling and Sorting Procedures

The first week of sampling and sorting occurred at the Fayetteville Transfer Station located at 1560 South Happy Hollow Rd, Fayetteville, Arkansas 72701 to complete the Capture Study. The second week of sampling and sorting occurred at the Boston Mountain Transfer Station located at 11398 Bond Road, Prairie Grove, Arkansas 72753 focusing just on the WCS.

KCI provided all safety gear; a primary and backup scale calibrated to 0.05 pounds; and two to three staff people to oversee all sampling, sorting, weighing, and data recording. Sorting labor was provided or contracted by KCI. A tent was rented at each sorting location to help keep the samples and workers safe and dry during rain. At both sorting locations, a loader and operator, sorting tables, and bins were provided to KCI.

KCI prepared, and all parties reviewed and approved, a Site Safety Plan that was followed throughout the sorting events. KCI worked closely with all staff to coordinate and set up a sort location that was safe and efficient for the sorting activities. Each morning of the events, sorters were given thorough safety instructions by one of KCI's supervisors to ensure worker safety and proper sorting. No injuries occurred during the sorting events.

Capture Study (Fayetteville)

During the five-day sorting event, from September 16th – 20th, KCI sampled 12 loads of single-family residential waste 5 loads of multi-family residential waste, and 7 loads of commercial waste from the City of Fayetteville. KCI also sampled 6 loads of multi-family recyclables and 12 loads of post-curb-sorted single-family residential recycling contamination. The City of

Fayetteville sorts their single-family residential recyclables at the curb; therefore, it would not be feasible or beneficial to sort through the recyclable material collected. Instead, KCI examined only contamination found in the customer bins that was left after the city staff performed the curb-sort collection. KCI did include data on the recyclables from these routes to estimate the full recyclables stream composition. Table 2-1 presents the outbound percentages for each program recyclable material used during these calculations.

KCI initially planned to obtain both trash and recycling from individual multi-family complexes to be able to calculate a capture rate and a household generation rate for each complex. Due to issues with sampling, KCI was not able to obtain the necessary data needed. However, KCI was able to provide a composition of both the multi-family trash and recycling it sorted.

Sample selection was organized by generator sector to ensure sufficient samples to achieve representative and statistically valid results. KCI reviewed waste and recycling tonnage data and set target sample numbers for each generator sector.

Table 2-2 details the number of waste and recycling samples sorted for each generator type throughout the sorting event. Table 2-3 presents the daily sampling schedule.

Table 2-1: Outbound Recyclables Percentages (Fayetteville)

Material	Percentage of Outbound Program Recyclables[1]
Corrugated Cardboard	59.1%
Mixed Recyclable Paper	11.3%
PET Bottles #1	3.2%
HDPE Bottles #2	1.8%
Aluminum Can	1.8%
Tin/Steel Cans	1.9%
Glass	20.9%
Total	100%

[1]Data provided by City for 2023 end markets. Recent replacement of baler forced KCI to use data from 2023.

Table 2-2: Sampling Schedule for Capture Study (Fayetteville)

Material	Sector	Percent of Incoming Tons	Number of Samples
Waste	Residential	39.0%	12
	Multi-family[1]	61.0%	5
	Commercial[1]		7
	Total	100%	24
Recycling	Residential	78.4%	12[2]
	Multi-family[1]	21.6%	6
	Commercial[1]		-[3]
	Total	100%	18

[1]City does not track commercial and multi-family tonnages separately.
[2]A sample of contamination from three routes during each collection day.
[3]Commercial recycling is not included in this study due to it only being clean cardboard or paper, glass, or comingled plastic bottles.

Table 2-3: Daily Sampling Schedule for Capture Study (Fayetteville)

Material	Sector	Monday	Tuesday	Wednesday	Thursday	Friday	Total
Waste	Residential	3	3	3	3	0[2]	**12**
	Multi-family	2	0	0	1	2	**5**
	Commercial	1	3	3	0	0	**7**
Total		**6**	**6**	**6**	**4**	**2**	**24**
Recycling	Residential[1]	3	3	3	3	0[2]	**12**
	Multi-family	1	1	1	1	1	**5**
Total		**4**	**4**	**4**	**4**	**1**	**17**

[1] Samples of contamination following the curb sort.
[2]The City does not normally collect residential material on Friday.

Table 2-4: Single-Family Residential Recycling Sample and Route Information (Fayetteville)

Sample #	Collection Day	Route #	# of Households[1]	Annual Tons[2]	Generation Rate (lb/HH/yr)
1	Monday	35	5,735	849.54	296.27
2	Monday	33			
3	Monday	37			
6	Tuesday	33	7,515	574.88	153.00
7	Tuesday	37			
8	Tuesday	31			
9	Wednesday	36	8,237	574.74	139.55
10	Wednesday	38			
11	Wednesday	34			
13	Thursday	35	7,105	667.79	187.98
14	Thursday	31			
17	Thursday	37			
Total			**28,592**	**2,666.95**	**186.55**

[1]Total number of households for all residential recycling routes on each collection based on route data provided by the city.
[2]Total annual recycling tons for all residential recycling routes on each collection day. Tonnage data from January – December 2023. Baler replacement in January 2024 forced KCI to use data from 2023.

Table 2-5: Single-Family Residential Waste Sample and Route Information (Fayetteville)

Sample #	Collection Day	Route #	# of Households[1]	Annual Tons[2]	Generation Rate (lb/HH/yr)
4	Monday	4063	5,735	4,082.79	1,423.82
5	Monday	4076			
6	Monday	4056			
10	Tuesday	4050	7,515	4,556.33	1,212.60
11	Tuesday	4063			
12	Tuesday	4057			
16	Wednesday	4076	8,237	4,950.90	1,202.11
17	Wednesday	4053			
18	Wednesday	4063			
22	Thursday	4076	7,105	4,222.82	1,188.69
23	Thursday	4065			
24	Thursday	4057			
Total			**28,592**	**17,812.84**	**1,246.00**

[1]Total number of households for all residential waste routes on each collection based on route data provided by the city.
[2]Total annual waste tons for all residential waste routes on each collection day. Tonnage data from January – December 2023. Baler replacement in January 2024 forced KCI to use data from 2023.

Following the procedures described in the Sampling and Sorting Protocol, each selected vehicle tipped its entire load at a designated area at the transfer station. The load was visually divided into six sections, and based on a die roll, one of the six sections was randomly selected. For waste, a representative sample of at least 200 pounds was pulled, placed on a tarp at the sorting area, labeled, and stored until sorted.

For single-family residential recycling, KCI worked with city staff to pre-select three residential routes on each collection day for inclusion. Using a multi-compartment vehicle, city staff collected the recyclables following its standard curb sorting procedure. They then collected all the contamination that remained in the bins in a separate compartment in the vehicle. Once back at the transfer station, the vehicle was weighed (contamination plus recyclables) and then tipped the collected contamination. The entire sample of contamination was placed in bins, labeled, and stored until sorted. For multi-family recycling, "battleship" containers from each property were emptied into a roll off, mixed, and a sample of 150 pounds was pulled, placed on a tarp, labeled, and stored until sorted.

All samples were hand-sorted into the previously defined material categories. After the entire sample was sorted, one of the KCI supervisors weighed and recorded the net weights of each material category on tablet-based data log. Film was placed aside and labeled after each sample was sorted. At the end of the week, the film was sorted and weighed by KCI staff.

Waste Characterization Study (BMSWD and Johnson)

During the five-day sorting event, from September 23rd – 27th, KCI randomly selected and sampled 30 loads that included both commercial and residential waste from all jurisdictions represented in the BMSWD operating region. Sample selection was organized by jurisdiction to ensure sufficient samples to achieve representative and statistically valid results. KCI reviewed waste tonnage data and set target sample numbers for each generator sector and jurisdiction.

Table 2-6 details the number of waste sorted for the WCS for each generator type and jurisdiction. Table 2-7 represents the actual daily sampling schedule used during the WCS.

Table 2-6: Sampling Schedule for WCS (BMSWD and Johnson)

Hauler/Jurisdiction Name	Annual Tons	Percent of Incoming Tons	Total Samples
Commercial[1]			
Residential[2]	4,320.5	10.1%	12
C&D[2]	4,145.63	9.7%	10[4]
Unknown Commercial Waste[3]	3964.82	9.3%	-
Mixed Dumpsters[2]	3,580.4	8.4%	10[4]
City of Prairie Grove	3,496.66	8.2%	3
City of Johnson (LRS)	886.9	2.1%	6
CARDS NWA	612.28	1.4%	1
Waste Management	Material not disposed at BMSWD Transfer Station		3
General Public			
General Public	21,629.0	50.7%	20[4]
Total	42,636.1	**100%**	**65[5]**

[1]BMSWD defines commercial as any entity or jurisdiction that has a contract.
[2]Classification is based off assumptions from incoming material data and discussions with BMSWD.
[3]Small haulers (less than 0.5%) labeled as commercial waste that is unknown and therefore cannot be sampled.
[4]Material evaluated as a visual audit due to the composition of the material.
[5]Total includes both sampling and visual audits.

Table 2-7: Daily Hand Sorting Sampling Schedule for WCS (BMSWD and Johnson)

Sample #	Sector	Hauler	Day
1	Residential	Murray's Trash Service	Monday
2	Residential	Skywalker Disposal	Monday
3	Residential	Murray's Trash Service	Monday
4	Residential	Trash Away	Monday
5	City of Prairie Grove	City of Prairie Grove	Tuesday
6	City of Prairie Grove	City of Prairie Grove	Tuesday
7	Residential	Neighbors NWA	Tuesday
8	Residential	Courtesy Sanitation	Tuesday
9	Residential	Trash Away	Tuesday
10	Residential	Courtesy Sanitation	Tuesday
11	City of Tontitown	Waste Management	Wednesday
12	City of Tontitown	Waste Management	Wednesday
13	City of Prairie Grove	City of Prairie Grove	Wednesday
14	Residential	Northwest Sanitation	Wednesday
15	Residential	Trash Away	Wednesday
16	Residential	Northwest Sanitation	Wednesday
17	Residential	Trash Away	Wednesday
18	CARDS NWA	CARDS NWA	Thursday
19	City of Johnson	LRS	Thursday
20	City of Johnson	LRS	Thursday
21	City of Johnson	LRS	Thursday
22	City of Johnson	LRS	Thursday
23	City of Johnson	LRS	Thursday
24	City of Johnson	LRS	Thursday
25	City of Tontitown	Waste Management	Thursday

Once the desired number of samples from each generator type and jurisdiction were determined, KCI coordinated with BMSWD's scale house staff to target and identify random loads of waste from each generator sector and jurisdiction.

Following the procedures described in the Sampling and Sorting Protocol, each selected vehicle tipped its entire load at a designated area at the Transfer Station. The load was visually divided into six sections, and based on a die roll, one of the six sections was randomly selected. For MSW, a representative sample of at least 200 pounds was pulled, placed on a tarp at the sorting area, labeled, and stored until sorted. The only exceptions to this were the samples from CARDS and Waste Management (Tontitown). Waste Management provided 8 customer carts that were directly pulled from their routes for samples 11 and 12. CARDS collected 200-pound samples from each of their trucks on Monday-Thursday and delivered this as one sample in a roll off container. This container was sorted as a single sample.

All samples were hand-sorted into the previously defined material categories. After the entire sample was sorted, one of the KCI supervisors weighed and recorded the net weights of each material category on an electronic data recording form.

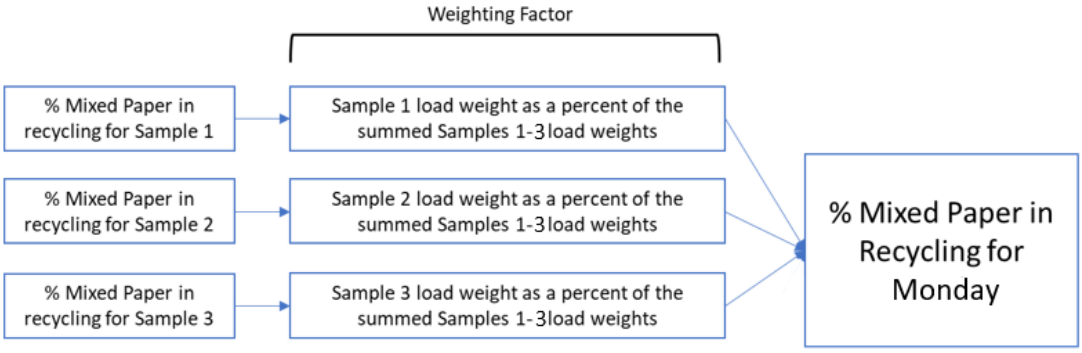
2.1.4 Analytical Procedures

Capture Study (Fayetteville)

After completing the sorting event, KCI compiled the data and calculated the following metrics for each collection day and the citywide average.

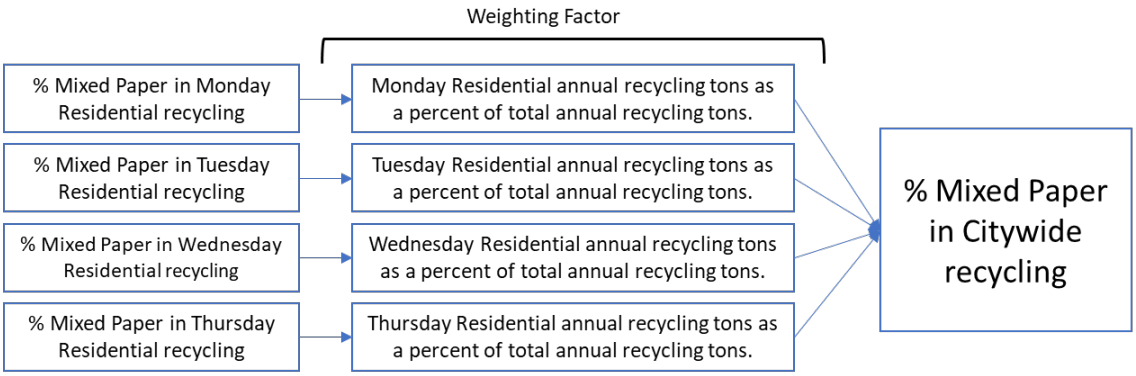
- **Composition (percentage by weight)**: Because only the contamination from the recycling routes was sorted, KCI calculated the composition of the entire recycling stream for sample by applying an assumed recovered recyclable composition based on the city's annual recycled material report to the weight of the recovered recyclables in the collection vehicle (net load weight minus weight of contamination). The weighted average composition of the trash and recycling streams for each collection was calculated by averaging the composition of each sample weighted by the load weight of each sample's respective route. Figure 2-1 illustrates an example of this weighting for Mixed Paper in recycling for Monday. The citywide average composition was calculated by weighting the average composition of each collection day by the annual tons by day (Note: sample-specific annual tons could not be calculated and used as the weighting factor because the city does not track tonnage by route). Figure 2-2 illustrates an example of this weighting for Mixed Paper in recycling. Weighting the average composition by load weights and annual tons ensures that routes and collection days with higher or lower tonnages are appropriately represented in the average composition.

Figure 2-1: Example of Weighted Average Composition Analysis (Fayetteville)



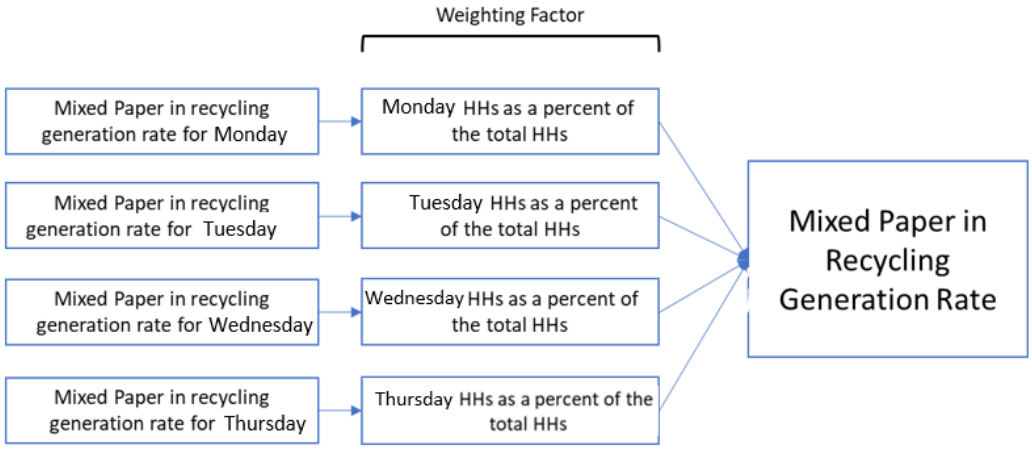
Note: For each material, the percentage in the average is the average of all samples adjusted for each sample's portion of the summed load weights of all samples.

Figure 2-2: Example of Weighted Average Composition Analysis – Citywide (Fayetteville)



- **Annual Generation (pounds per household per year):** The citywide average annual generation rate was calculated by dividing the total annual tons by the total number of households. The citywide generation rate of each material type was calculated by applying the weighted average composition for each collection day to the respective day's annual generation rate, then weighting the average by the number of households on each day. Figure 2-3 illustrates an example of this weighting for Mixed Paper. Weighting the average generation by number of households ensures that routes with more or less households are appropriately represented in the average generation rate.

Figure 2-3: Example of Weighted Average Generation Rate Analysis (Fayetteville)



Note: For each material, the generation rate in the average is the average of all days adjusted for each day's portion of the total number of households. (HH = households)

- **Apparent Recovery Rate (percentage by weight):** The apparent recovery rate is the total generation of the recycling stream divided by the total generation of both trash and recycling.

- **Actual Recovery Rate (percentage by weight):** The actual recovery rate is the generation of Program Recyclables in the recycling stream divided by the total generation of both trash and recycling. Note: The actual recovery rate deducts contamination in the recycling stream.

- **Capture Rate (percentage by weight):** The capture rate of each material that was considered to be a Program Recyclable was calculated by dividing the average generation of each material type in the recycling stream by the total generation of that material in both the trash and recycling streams. The total capture rate of all Program Recyclables was also calculated.

- **Confidence Intervals:** A 90 percent confidence interval was also calculated for the citywide average compositions using a standard statistical t-test. The confidence interval indicates that, with a 90 percent level of confidence, the actual citywide mean is within the upper and lower limits of the interval. Note: Because generation, capture, and recovery rates are based on the total annual tons for each collection (annual tons by route are not tracked by the city), confidence intervals were not able to be calculated for these metrics.

WCS (BMSWD and Johnson)

After fieldwork was completed, KCI calculated the weighted average of each material category by each generator sector. The average compositions (represented as percent by weight) for each generator sector was weighted by the net load weight of each load sampled and by the annual tons delivered from each jurisdiction/hauler, where appropriate, as provided by BMSWD.

Data analysis followed industry-accepted standards for statistical sampling, as outlined in the *ASTM Standard Test Method for Determination of the Composition of Unprocessed Municipal Solid Waste (D5231-92; reapproved 2008)*. Where appropriate, 90 percent confidence intervals were calculated, using a standard statistical t-test, for each material category. The confidence interval indicates that with a 90 percent level of confidence, the actual arithmetic mean is within the upper and lower limits shown. This interval provides an understanding of how much variation occurred in the quantity of that material category found in the samples sorted. Generally, a more homogeneous stream and a greater number of samples sorted will have a higher level of accuracy and a narrower margin between the upper and lower bounds of the confidence interval. Note: Because this is a statistical analysis, the lower end of the confidence interval may be a negative number.

2.2 Visual Audit Methodology (WCS)

Because of the heavy, unwieldy, and highly irregular nature of bulky waste, hand sorting is not feasible. Therefore, visual audits were performed on bulky waste during the sorting event for the WCS. KCI conducted 40 visual audits. These 40 samples included 20 general public samples, 10 C&D samples and 10 mixed dumpster samples. KCI decided on the number of samples, with the confirmation from BMSWD, after analyzing the incoming tonnages (Table 2-6). Table 2-8 shows a daily visual audit schedule of the load classification further described in Section 2.2.1.

Table 2-8: Daily Visual Audit Schedule for WCS

Hauler - Jurisdiction	Monday	Tuesday	Wednesday	Thursday	Friday	Total
General Public	5	3	4	4	4	20
C&D	2	2	2	2	2	10
Mixed Dumpsters	2	5	2	1	0	10
Totals	**9**	**10**	**8**	**7**	**6**	**40**

2.2.1 Load Classification

The three types of loads included in the visual audits were as follows based on discussion with BMSWD staff to provide further waste classification:

- **General Public:** Waste and recycling delivered by members of the public who do not have a licensed hauling contract with BMSWD.
- **C&D Debris:** Waste materials generated from construction, renovation, and demolition activities hauled by licensed haulers.
- **Mixed Dumpsters:** Waste hauled by licensed haulers that does not primarily consist of C&D debris.

2.2.2 Auditing Procedure

During the sorting event, 40 randomly selected loads were visually audited: 20 general public, 10 C&D debris, and 10 mixed dumpsters. After discussing with the clients, the samples were visually audited using 8 different material groups and 37 material categories (defined in Appendix C).

As each selected vehicle tipped its load, KCI staff interviewed the driver and recorded the load type, hauler name (if applicable), date and time, type of vehicle, sample number, visual observations about the load, size of the roll-off container or compartment holding the waste, and volume of waste present within. After the load was tipped, KCI staff visually estimated the percent by volume of identifiable items and materials as listed in Appendix C. These percentages were recorded using a tablet-based data log.

2.2.3 Analytical Procedures

The average composition (represented as percent by volume) for each load classification was weighted by the estimated volume of each load. KCI also calculated the 90 percent confidence interval for the weighted average using a standard statistical t-test. To assist BMSWD in further quantifying the bulky waste, KCI applied industry-accepted conversion factors to convert the weighted average compositions into percent by weight.

2.3 District-Wide Aggregate Composition Calculation

To calculate the total composition of waste generated within the district (BMSWD district-wide aggregate), the waste compositions of individual generator sectors or load types (percent by weight), for both the hand sort and visual audits, were averaged together weighted by the relative percentage that each generator sector or load type contributes to the total tonnage of waste throughout the district. Table 2-9 shows the annual tons allocated to each generated sector. Weighting the averages ensures that the contribution of generator sector/jurisdiction/hauler is equitably accounted for in the district-wide composition.

Table 2-9: Total Waste Annual District Tonnages

Jurisdiction/Hauler		Annual Tonnage
Single-Family Residential	City of Fayetteville Single-family Residential[1]	17,813
	BMSWD Single-family Residential[2]	4,321
	City of Prairie Grove Single-family Residential[2]	3,497
	City of Johnson Single-family Residential[2]	887
	Other Single-family Residential[2]	3,753
Subtotal Residential		**30,271**
Commercial	City of Fayetteville Multi-family[1]	29,696
	City of Fayetteville Commercial[1]	
	BMSWD General Public[2]	21,629
	BMSWD C&D Debris[2]	4,805
	BMSWD Mixed Dumpsters[2]	3,666
Subtotal Commercial		**59,796**
Total		**90,067**

[1]City of Fayetteville data provided by the City for 2023
[2]BMSWD data provided by the district for August 2023 to July 2024.

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Section 3
Capture Study Hand Sort Results

3.1 Introduction

This section summarizes the composition of trash and recycling and the generation, recovery, and capture rates measured during the Capture Study. Unless otherwise stated, all results presented in this section are expressed in percentage by weight. The percentages included in the tables and figures are the mean values for each material category. Where appropriate, the tables also provide the 90 percent confidence intervals for each material category.

For the purposes of analysis and discussion, the material categories in the Capture Study were organized into the following groups:

- **Program Recyclable Paper:** Paper grades currently accepted in the City of Fayetteville's recycling program.
  - Corrugated Cardboard
  - Mixed Recyclable Paper
- **Program Recyclable Containers:** Plastic, metal, and glass containers accepted in the City of Fayetteville's recycling program.
  - PET Bottles, Jugs, Jars – Clear (#1)
  - PET Bottles, Jugs, Jars – Opaque/Pigmented (#1)
  - Natural HDPE Bottles (#2)
  - Colored HDPE Bottles (#2)
  - Tin/Steel Cans
  - Aluminum Cans
  - Glass Bottles and Jars
- **Household Hazardous Waste Drop-off Materials:** Materials that are currently accepted in the City of Fayetteville's household hazardous waste drop-off trailer every Thursday. Electronics (E-waste) and Small Appliances are not accepted at the drop-off trailer but is accepted at the transfer station at no cost (size/weight restrictions apply).
  - Hazardous/Special Waste
  - Batteries
  - Sharps
  - Electronics (E-waste) and Small Appliances
- **Potential Compostables:** Materials that potentially could be composted in a commercial composting facility if properly separated from inorganic material.
  - Compostable Paper
  - Food Waste
  - Yard Waste
- **Potential Recyclable Materials:** Materials that potentially could be introduced to the City of Fayetteville's recycling collection.
  - PP Bottles, Jars, Jugs (#5)
- **Potential Recoverables:** Materials that have the potential to be recovered or recycled but are not currently collected for recycling in the City of Fayetteville's recycling program. Some of these materials, such as textiles and shoes and C&D debris, would require source-separation and/or additional processing to recover.
  - Aseptic Boxes and Gable Top Cartons
  - PET Clamshells (#1)
  - PET Drink Cups (#1)
  - Other PET Non-bottle Rigids – Clear (#1)
  - Other PET Non-bottle Rigids – Opaque/Pigmented (#1)

  - Non-bottle HDPE Containers (#2)
  - PP Clamshells (#5)
  - PP Tubs (#5)
  - Other PP Non-bottle Rigids (#5)
  - Other Plastic Drink Cups (#3, #4, #6, #7)
  - Other Small Rigid Packaging Containers (#3, #4, #6, #7)
  - Bulky Rigid Plastics
  - Expanded Polystyrene Foam
  - Unacceptable Metals
  - Aluminum Foil and Trays
  - Textiles and Shoes
  - C&D Debris
  - Tires

- **All Other Materials:** Materials not classified above and not feasible to recover with traditional programs or technology. *Note: Other Plastic Film/Flexibles includes all film (excluding garbage bags) that was later sorted into detailed categories. See section 3.6.*
  - Wet Paper and Cardboard (Recyclables Only)
  - Soiled Pizza Boxes
  - Non-recyclable Paper
  - Unacceptable Rigid Plastic
  - Unacceptable Glass, Ceramics, and Porcelain
  - Bulky Items
  - Disposable Diapers
  - Other Contaminants/All Other Garbage
  - Liquids
  - Plastic Garbage Bags
  - Other Plastic Film/Flexibles
  - Bagged Waste (Recyclables Only)
  - Tanglers (Recyclables Only)
  - Bagged Recyclables (Recyclables Only)

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3.2 City of Fayetteville Single-Family Residential Waste

Figure 3-1 depicts the composition of single-family residential waste. Table 3-1 shows the composition of single-family residential waste.

Key findings from the single-family residential results are as follows:

- All Other Materials accounted for nearly 37 percent of the entire waste stream. Key components of this category include All Other Garbage at approximately 11 percent, Other Plastic Film/Flexibles at almost 10 percent, and both Disposable Diapers and Non-recyclable Paper, each representing about 4 percent.
- Potential Compostables comprised nearly 26 percent of the waste from single-family residences, with Food Waste being the largest category at nearly 15 percent. Yard Waste accounted for over 6 percent, while Compostable Paper represented approximately 5 percent.
- Potential Recoverables made up over 15 percent of the waste stream, with Textiles and Shoes being the highest material category within this group at about 6 percent.
- Mixed Recyclable Paper represented almost the entirety of the Program Recyclable Paper group at over 11 percent.
- Program Recyclable Containers accounted for 6 percent of the waste stream.
- Only 1.5 percent of the waste stream consisted of Household Hazardous Drop-off Materials.

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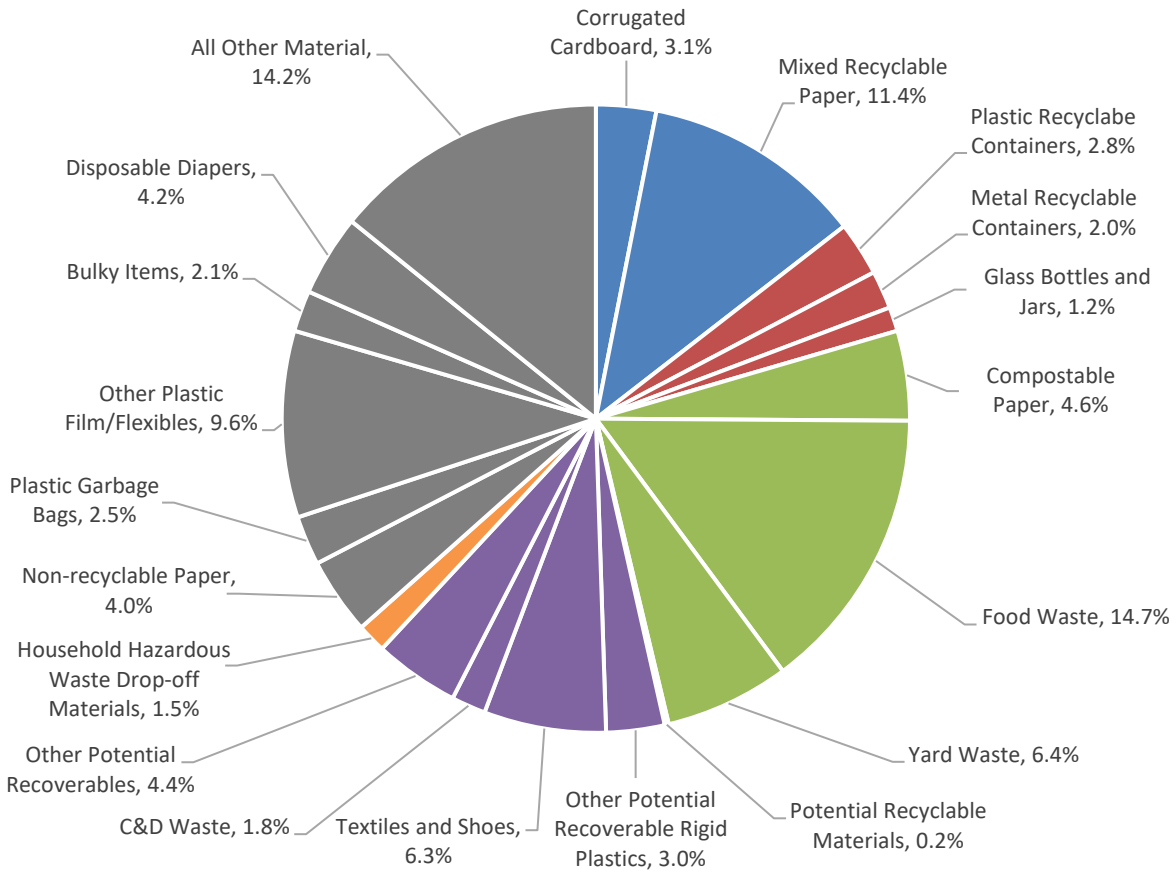
Figure 3-1: Composition of City of Fayetteville's Single-Family Residential Waste



Note: For this figure, the following categories have been combined:

- Recyclable Plastic Bottles include PET Bottles, Jugs, Jars (#1) – Clear, PET Bottles, Jugs, Jars (#1) – Opaque/Pigmented, Natural HDPE Bottles (#2), and Colored HDPE Bottles (#2).
- Metal Cans includes Tin/Steel and Aluminum Cans.
- Potential Recyclable Materials include PP Bottles, Jugs, Jars (#5).
- Other Potential Recoverable Rigid Plastics include PET Clamshells (#1), PET Drink Cups (#1), Other PET Non-bottle rigid– Clear (#1), Other PET Non-bottle Rigid – Opaque/Pigmented (#1), Non-bottle HDPE Containers (#2), PP Clamshells (#5), PP Tubs (#5), PP Drink Cups (#5), Other PP Non-bottle Rigid (#5), Other Plastic Drink Cups (#3, #4, #6, #7), and Other Small Rigid Packaging Containers (#3, #4, #6, #7).
- Other Potential Recoverables include Aseptic Boxes and Gable Top Cartons, Expanded Polystyrene Foam, Bulky Rigid Plastic, Unacceptable Metals, and Aluminum Foil and Trays.
- Household Hazardous Waste Drop-off include Hazardous/Special Waste, Batteries, Sharps, and E-Waste & Small Appliances.
- Other Plastic Film/Flexibles include Single Resin PE (Polyethylene) Film, Single Resin PP (Polypropylene) Film, Multi-material Laminated Packaging, Stand-up Pouches, Large Film Bags, and Unknown Film Type.
- All Other Materials include Soiled Pizza Boxes, Unacceptable Rigid Plastic, Unacceptable Glass, Ceramics, and Porcelain, Bulky Items, Tires, All Other Garbage, and Liquids.

Table 3-1: Composition of City of Fayetteville's Single-Family Residential Waste

Material Categories	Weighted Average	90% Confidence Intervals	
		Lower Bound	Upper Bound
Corrugated Cardboard	**3.1%**	1.8%	4.4%
Mixed Recyclable Paper	**11.4%**	9.5%	13.3%
Total Program Recyclable Paper	**14.5%**	**12.2%**	**16.8%**
PET Bottles, Jugs, Jars (#1)	**1.8%**	1.4%	2.3%
HDPE Bottles (#2)	**0.9%**	0.7%	1.2%
Tin/Steel Cans	**0.8%**	0.6%	1.1%
Aluminum Cans	**1.1%**	0.9%	1.4%
Glass Bottles and Jars	**1.2%**	0.7%	1.8%
Total Program Recyclable Containers	**6.0%**	**4.9%**	**7.0%**
Hazardous/Special Waste	**0.3%**	-0.2%	0.8%
Batteries	**0.0%**	0.0%	0.1%
Sharps	**0.0%**	0.0%	0.1%
E-Waste and Small Appliances	**1.1%**	0.3%	2.0%
Total Household Hazardous Drop-off Location Materials	**1.5%**	**0.6%**	**2.4%**
Compostable Paper	**4.6%**	3.8%	5.5%
Food Waste	**14.7%**	12.6%	16.9%
Yard Waste	**6.4%**	2.9%	10.0%
Total Potential Compostables	**25.8%**	**22.4%**	**29.1%**
PP Bottles, Jars, Jugs (#5)	**0.2%**	0.1%	0.4%
Total Potential Recyclable Materials	**0.2%**	**0.1%**	**0.4%**
Aseptic Boxes and Gable Top Cartons	**0.5%**	0.2%	0.9%
PET Clamshells (#1)	**0.4%**	0.2%	0.6%
PET Drink Cups (#1)	**0.0%**	0.0%	0.1%
Other PET Non-bottle Rigids - Clear (#1)	**0.4%**	0.2%	0.5%
Other PET Non-bottle Rigids – Op./Pig. (#1)	**0.1%**	0.0%	0.3%
Non-bottle HDPE Containers (#2)	**0.1%**	0.1%	0.1%
PP Clamshells (#5)	**0.2%**	0.0%	0.4%
PP Tubs (#5)	**0.8%**	0.6%	1.1%
PP Drink Cups (#5)	**0.5%**	0.1%	0.8%
Other PP Non-bottle Rigids(#5)	**0.3%**	0.1%	0.4%
Other Plastic Drink Cups (#3, #4, #6, #7)	**0.1%**	0.0%	0.2%
Other Small Rigid Pkg. Conts. (#3, #4, #6, #7)	**0.0%**	0.0%	0.1%
Bulky Rigid Plastics	**0.7%**	0.1%	1.3%
Expanded Polystyrene Foam	**1.1%**	0.8%	1.5%
Unacceptable Metals	**1.4%**	0.7%	2.0%
Aluminum Foil and Trays	**0.7%**	0.5%	0.9%
Textiles and Shoes	**6.3%**	4.3%	8.3%
Construction and Demolition (C&D) Waste	**1.8%**	0.3%	3.3%
Tires	**0.0%**	0.0%	0.0%
Total Potential Recoverables	**15.4%**	**13.2%**	**17.7%**
Non-recyclable Paper	**4.0%**	3.0%	5.0%
Soiled Pizza Boxes	**0.2%**	0.1%	0.3%
Unacceptable Rigid Plastics	**2.0%**	1.5%	2.5%
Plastic Garbage Bags	**2.5%**	2.0%	3.1%
Other Plastic Film/Flexibles	**9.6%**	7.4%	11.8%
Unacceptable Glass, Ceramics, and Porcelain	**0.6%**	0.0%	1.1%
Bulky Items	**2.1%**	-1.1%	5.3%
Disposable Diapers	**4.2%**	2.9%	5.4%
All Other Garbage	**11.1%**	9.1%	13.0%
Liquids	**0.3%**	0.1%	0.6%
Total Other Materials	**36.6%**	**33.0%**	**40.1%**
Total	**100.0%**		

Note: Columns may not appear to calculate correctly due to rounding.

3.3 City of Fayetteville's Multi-Family Residential Waste

Figure 3-2 depicts the annual composition of multi-family residential waste. Table 3-2 shows the composition of multi-family residential waste.

Key findings from the multi-family residential results are as follows:

- All Other Materials constituted more than 34 percent of the total waste stream. This category includes significant components such as All Other Garbage, which accounted for over 10 percent, Bulky Items at over 8 percent, and Disposable Diapers, making up approximately 5 percent.
- Potential Recoverables represented over 22 percent of the waste stream, with C&D Debris comprising more than 9 percent and Textiles and Shoes contributing over 6 percent.
- Potential Compostables also comprised over 22 percent of the waste generated by multi-family homes, with Food Waste being the largest segment at nearly 19 percent. Compostable Paper accounted for over 3 percent, while Yard Waste was less than 1 percent.
- Corrugated Cardboard and Mixed Recyclable Paper each made up around 6 percent of the stream, totaling approximately 12 percent for Program Recyclable Paper.
- Program Recyclable Containers accounted for over 8 percent of the waste stream.
- Less than 1 percent of the waste stream was made up of Household Hazardous Drop-off Materials.

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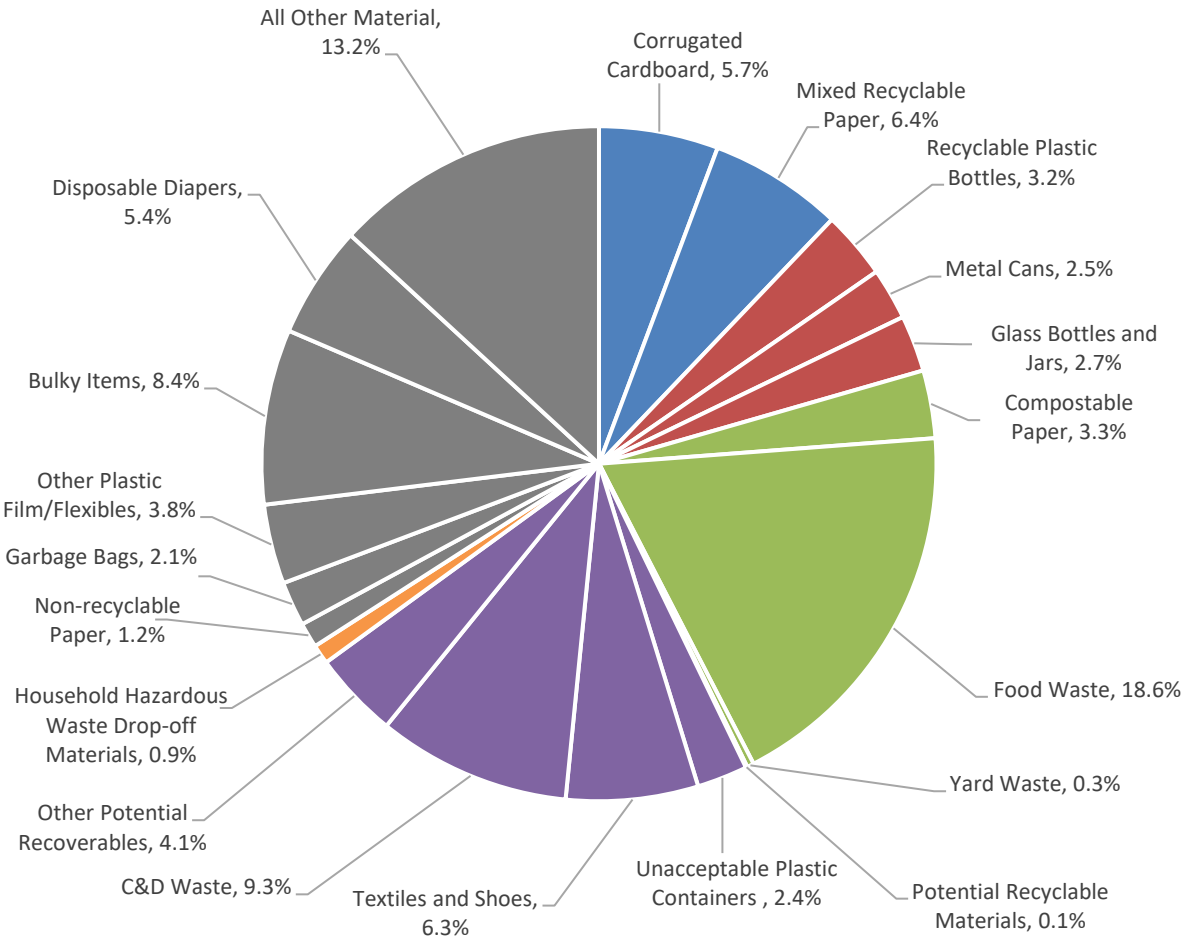
Figure 3-2: Annual Composition of City of Fayetteville's Multi-Family Residential Waste



Note: For this figure, the following categories have been combined:

- Recyclable Plastic Bottles include PET Bottles, Jugs, Jars (#1) – Clear, PET Bottles, Jugs, Jars (#1) – Opaque/Pigmented, Natural HDPE Bottles (#2), and Colored HDPE Bottles (#2).
- Metal Cans includes Tin/Steel and Aluminum Cans.
- Potential Recyclable Materials include PP Bottles, Jugs, Jars (#5).
- Unacceptable Plastic Containers include PET Clamshells (#1), PET Drink Cups (#1), Other PET Non-bottle rigid– Clear (#1), Other PET Non-bottle Rigid – Opaque/Pigmented (#1), Non-bottle HDPE Containers (#2), PP Clamshells (#5), PP Tubs (#5), PP Drink Cups (#5), Other PP Non-bottle Rigid (#5), Other Plastic Drink Cups (#3, #4, #6, #7), and Other Small Rigid Packaging Containers (#3, #4, #6, #7).
- Other Potential Recoverables include Aseptic Boxes and Gable Top Cartons, Expanded Polystyrene Foam, Bulky Rigid Plastic, Unacceptable Metals, and Aluminum Foil and Trays.
- Household Hazardous Waste Drop-off include Hazardous/Special Waste, Batteries, Sharps, and E-Waste & Small Appliances.
- Other Plastic Film/Flexibles include Single Resin PE (Polyethylene) Film, Single Resin PP (Polypropylene) Film, Multi-material Laminated Packaging, Stand-up Pouches, Large Film Bags, and Unknown Film Type.
- All Other Materials include Soiled Pizza Boxes, Unacceptable Rigid Plastic, Unacceptable Glass, Ceramics, and Porcelain, Bulky Items, Tires, All Other Garbage, and Liquids.

Table 3-2: Composition of City of Fayetteville's Multi-Family Residential Waste

Material Categories	Weighted Average	90% Confidence Intervals	
		Lower Bound	Upper Bound
Corrugated Cardboard	**5.7%**	0.6%	10.9%
Mixed Recyclable Paper	**6.4%**	5.0%	7.8%
Total Program Recyclable Paper	**12.1%**	5.8%	18.5%
PET Bottles, Jugs, Jars - Clear (#1)	**2.3%**	1.2%	3.3%
PET Bottles, Jugs, Jars – Op./Pig. (#1)	**0.1%**	0.0%	0.2%
Natural HDPE Bottles (#2)	**0.5%**	0.3%	0.7%
Colored HDPE Bottles (#2)	**0.4%**	0.2%	0.6%
Tin/Steel Cans	**1.0%**	0.3%	1.8%
Aluminum Cans	**1.5%**	0.5%	2.4%
Glass Bottles and Jars	**2.7%**	0.5%	4.9%
Total Program Recyclable Containers	**8.4%**	**5.8%**	**11.0%**
Hazardous/Special Waste	**0.3%**	-0.5%	1.0%
Batteries	**0.1%**	0.0%	0.1%
Sharps	**0.0%**	0.0%	0.0%
E-Waste and Small Appliances	**0.6%**	-0.1%	1.3%
Total Household Hazardous Drop-off Location Materials	**0.9%**	**0.2%**	**1.7%**
Compostable Paper	**3.3%**	1.5%	5.0%
Food Waste	**18.6%**	14.9%	22.4%
Yard Waste	**0.3%**	-0.1%	0.7%
Total Potential Compostables	**22.2%**	**17.3%**	**27.1%**
PP Bottles, Jars, Jugs (#5)	**0.1%**	0.0%	0.1%
Total Potential Recyclable Materials	**0.1%**	**0.0%**	**0.1%**
Aseptic Boxes and Gable Top Cartons	**0.4%**	0.1%	0.6%
PET Clamshells (#1)	**0.2%**	0.0%	0.4%
PET Drink Cups (#1)	**0.0%**	0.0%	0.1%
Other PET Non-bottle Rigids - Clear (#1)	**0.5%**	0.1%	0.8%
Other PET Non-Bottle Rigids – Op./Pig. (#1)	**0.4%**	-0.5%	1.3%
Non-bottle HDPE Containers (#2)	**0.0%**	0.0%	0.0%
PP Clamshells (#5)	**0.1%**	-0.1%	0.3%
PP Tubs (#5)	**0.6%**	0.4%	0.9%
PP Drink Cups (#5)	**0.2%**	0.1%	0.3%
Other PP Non-bottle (#5)	**0.2%**	0.0%	0.4%
Other Plastic Drink Cups (#3, #4, #6, #7)	**0.0%**	0.0%	0.1%
Other Small Rigid Pkg. Conts. (#3, #4, #6, #7)	**0.1%**	0.0%	0.3%
Bulky Rigid Plastics	**1.7%**	-0.5%	3.8%
Expanded Polystyrene Foam	**0.7%**	0.3%	1.1%
Unacceptable Metals	**1.1%**	-0.5%	2.6%
Aluminum Foil and Trays	**0.4%**	0.0%	0.7%
Textiles and Shoes	**6.3%**	2.2%	10.5%
Construction and Demolition (C&D) Waste	**9.3%**	-4.2%	22.7%
Tires	**0.0%**	0.0%	0.0%
Total Potential Recoverables	**22.2%**	**9.5%**	**34.8%**
Non-recyclable Paper	**1.2%**	0.6%	1.8%
Soiled Pizza Boxes	**0.3%**	-0.1%	0.6%
Unacceptable Rigid Plastics	**0.8%**	0.5%	1.1%
Garbage Bags	**2.1%**	0.9%	3.3%
Other Plastic Film/Flexibles	**3.8%**	2.8%	4.9%
Unacceptable Glass, Ceramics, and Porcelain	**0.3%**	0.0%	0.6%
Bulky Items	**8.4%**	-0.4%	17.1%
Disposable Diapers	**5.4%**	0.6%	10.2%
All Other Garbage	**10.3%**	2.7%	17.9%
Liquids	**1.5%**	0.6%	2.5%
Total Other Materials	**34.1%**	**21.6%**	**46.5%**
Total	**100.0%**		

Note: Columns may not appear to calculate correctly due to rounding.

3.4 City of Fayetteville's Commercial Waste

Figure 3-3 depicts the composition of City of Fayetteville's commercial waste. Table 3-3 shows the composition of commercial waste.

Key findings from the commercial waste results are as follows:

- Potential Compostables made up over 31 percent of the commercial waste stream, with Food Waste as the largest segment at more than 26 percent. Compostable Paper accounted for over 4 percent, while Compostable Paper represented less than 1 percent.
- All Other Materials constituted more than 27 percent of the total waste stream. This category includes significant components such as Other Plastic Film/Flexibles at over 8 percent, All Other Garbage at around 5 percent, Non-recyclable Paper at approximately 4 percent, and both Disposable Diapers and Garbage Bags, each accounting for about 3 percent.
- Potential Recoverables represented over 18 percent of the waste stream, with C&D Debris being the largest category within this group at about 10%.
- Mixed Recyclable Paper comprised approximately 9 percent of the Program Recyclable Paper Grouping, while Corrugated Cardboard accounted for the remaining 8 percent.
- Program Recyclable Containers made up less than 5 percent of the waste stream.
- Only about 1 percent of the waste stream was composed of Household Hazardous Drop-off Materials.

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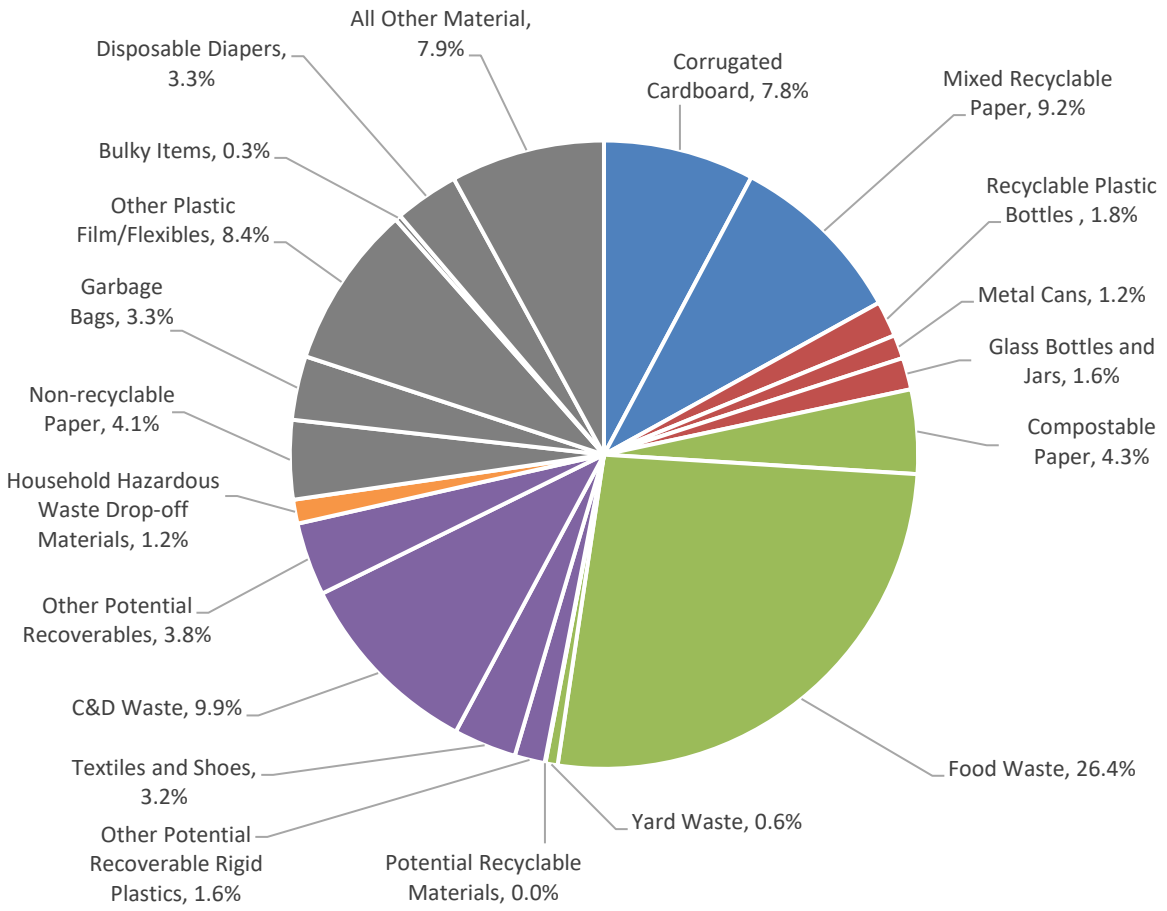
Figure 3-3: Annual Composition of City of Fayetteville's Commercial Waste



Note: For this figure, the following categories have been combined:

- Recyclable Plastic Bottles include PET Bottles, Jugs, Jars (#1) – Clear, PET Bottles, Jugs, Jars (#1) – Opaque/Pigmented, Natural HDPE Bottles (#2), and Colored HDPE Bottles (#2).
- Metal Cans includes Tin/Steel and Aluminum Cans.
- Potential Recyclable Materials include PP Bottles, Jugs, Jars (#5).
- Unacceptable Plastic Containers include PET Clamshells (#1), PET Drink Cups (#1), Other PET Non-bottle rigid– Clear (#1), Other PET Non-bottle Rigid – Opaque/Pigmented (#1), Non-bottle HDPE Containers (#2), PP Clamshells (#5), PP Tubs (#5), PP Drink Cups (#5), Other PP Non-bottle Rigid (#5), Other Plastic Drink Cups (#3, #4, #6, #7), and Other Small Rigid Packaging Containers (#3, #4, #6, #7).
- Other Potential Recoverables include Aseptic Boxes and Gable Top Cartons, Expanded Polystyrene Foam, Bulky Rigid Plastic, Unacceptable Metals, and Aluminum Foil and Trays.
- Household Hazardous Waste Drop-off include Hazardous/Special Waste, Batteries, Sharps, and E-Waste & Small Appliances.
- Other Plastic Film/Flexibles include Single Resin PE (Polyethylene) Film, Single Resin PP (Polypropylene) Film, Multi-material Laminated Packaging, Stand-up Pouches, Large Film Bags, and Unknown Film Type.
- All Other Materials include Soiled Pizza Boxes, Unacceptable Rigid Plastic, Unacceptable Glass, Ceramics, and Porcelain, Bulky Items, Tires, All Other Garbage, and Liquids.

Table 3-3: Composition of City of Fayetteville's Commercial Waste

Material Categories	Weighted Average	90% Confidence Intervals	
		Lower Bound	Upper Bound
Corrugated Cardboard	**7.8%**	3.0%	12.5%
Mixed Recyclable Paper	**9.2%**	5.9%	12.5%
Total Program Recyclable Paper	**17.0%**	**13.2%**	**20.7%**
PET Bottles, Jugs, Jars - Clear (#1)	**1.1%**	0.5%	1.6%
PET Bottles, Jugs, Jars – Op./Pig. (#1)	**0.0%**	0.0%	0.0%
Natural HDPE Bottles (#2)	**0.4%**	0.2%	0.6%
Colored HDPE Bottles (#2)	**0.4%**	0.2%	0.5%
Tin/Steel Cans	**0.3%**	0.1%	0.5%
Aluminum Cans	**0.9%**	0.2%	1.6%
Glass Bottles and Jars	**1.6%**	-0.2%	3.4%
Total Program Recyclable Containers	**4.7%**	**1.8%**	**7.6%**
Hazardous/Special Waste	**0.3%**	-0.3%	0.8%
Batteries	**0.0%**	0.0%	0.0%
Sharps	**0.1%**	-0.1%	0.3%
E-Waste and Small Appliances	**0.9%**	-0.6%	2.3%
Total Household Hazardous Drop-off Location Materials	**1.2%**	**-0.3%**	**2.7%**
Compostable Paper	**4.3%**	2.6%	6.0%
Food Waste	**26.4%**	19.4%	33.3%
Yard Waste	**0.6%**	-0.2%	1.5%
Total Potential Compostables	**31.3%**	**22.3%**	**40.3%**
PP Bottles, Jars, Jugs (#5)	**0.0%**	0.0%	0.1%
Total Potential Recyclable Materials	**0.0%**	**0.0%**	**0.1%**
Aseptic Boxes and Gable Top Cartons	**1.6%**	0.2%	3.0%
PET Clamshells (#1)	**0.1%**	0.0%	0.2%
PET Drink Cups (#1)	**0.1%**	0.0%	0.2%
Other PET Non-bottle Rigids - Clear (#1)	**0.2%**	-0.1%	0.4%
Other PET Non-Bottle Rigids – Op./Pig. (#1)	**0.1%**	-0.1%	0.2%
Non-bottle HDPE Containers (#2)	**0.0%**	0.0%	0.0%
PP Clamshells (#5)	**0.1%**	0.0%	0.3%
PP Tubs (#5)	**0.5%**	0.2%	0.8%
PP Drink Cups (#5)	**0.3%**	0.1%	0.4%
Other PP Non-bottle (#5)	**0.1%**	-0.1%	0.2%
Other Plastic Drink Cups (#3, #4, #6, #7)	**0.1%**	0.0%	0.3%
Other Small Rigid Pkg. Conts. (#3, #4, #6, #7)	**0.0%**	0.0%	0.1%
Bulky Rigid Plastics	**0.7%**	-0.1%	1.4%
Expanded Polystyrene Foam	**0.7%**	0.4%	1.1%
Unacceptable Metals	**0.4%**	-0.7%	1.6%
Aluminum Foil and Trays	**0.3%**	0.0%	0.6%
Textiles and Shoes	**3.2%**	0.4%	6.0%
Construction and Demolition (C&D) Waste	**9.9%**	-2.3%	22.1%
Tires	**0.0%**	0.0%	0.0%
Total Potential Recoverables	**18.4%**	**7.5%**	**29.4%**
Non-recyclable Paper	**4.1%**	1.8%	6.4%
Soiled Pizza Boxes	**0.0%**	0.0%	0.0%
Unacceptable Rigid Plastics	**0.7%**	0.2%	1.1%
Garbage Bags	**3.3%**	2.1%	4.5%
Other Plastic Film/Flexibles	**8.4%**	4.0%	12.8%
Unacceptable Glass, Ceramics, and Porcelain	**0.9%**	-1.2%	3.1%
Bulky Items	**0.3%**	-0.1%	0.7%
Disposable Diapers	**3.3%**	-2.5%	9.1%
All Other Garbage	**5.1%**	2.7%	7.4%
Liquids	**1.2%**	-0.3%	2.8%
Total Other Materials	**27.3%**	18.4%	36.2%
Total	**100.0%**		

Note: Columns may not appear to calculate correctly due to rounding.

3.5 City of Fayetteville Single-Family Residential Recyclables

Figure 3-4 depicts the composition of single-family residential recyclables Table 3-4 shows the composition of single-family residential recyclables. Table 3-5 illustrates the overall composition of City of Fayetteville's single-family recyclables.

Key findings from the single-family residential recyclables results are as follows:

Composition

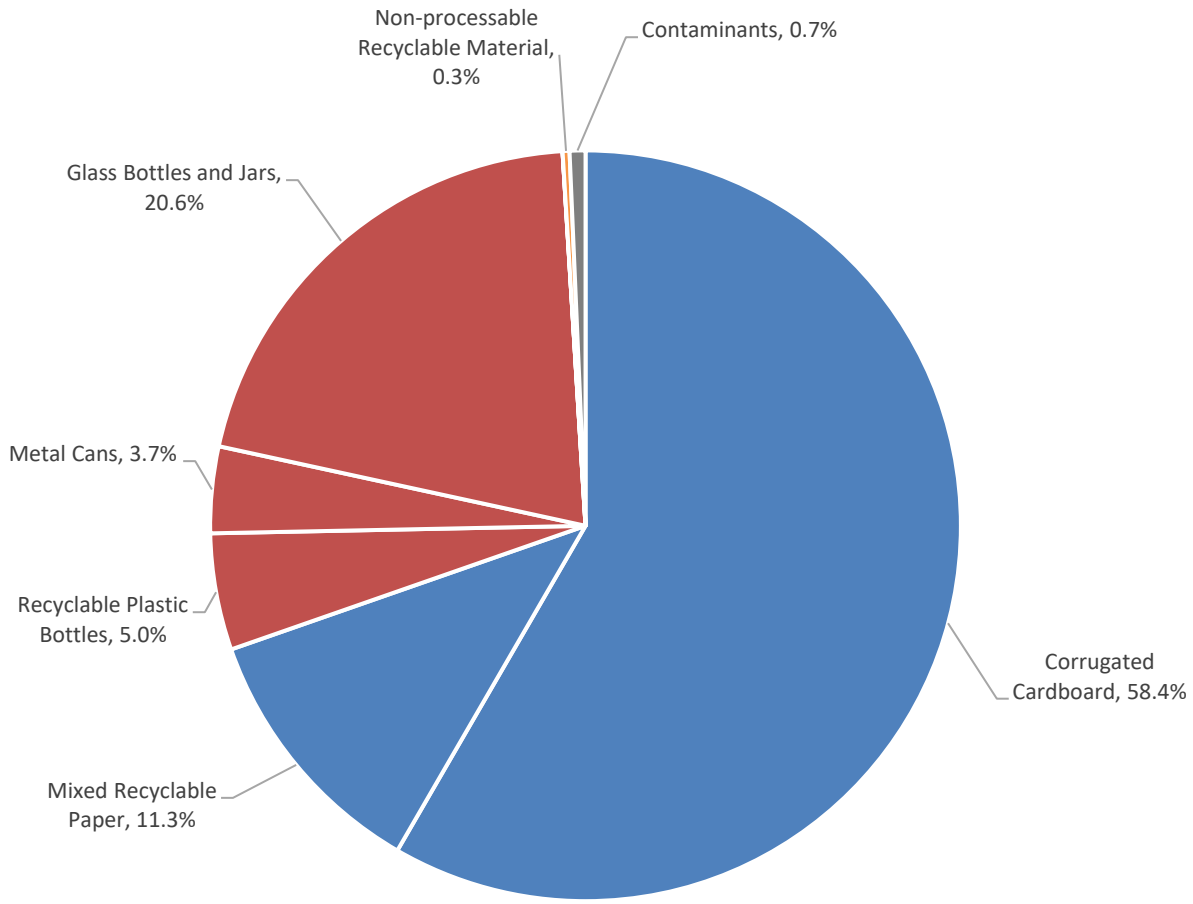
- Program Recyclable Paper accounted for nearly 70 percent of the entire recyclables stream. Corrugated Carboard represented over 58 percent and Mixed Recyclable Paper consisted roughly 11 percent.
- Program Recyclable Containers represented almost 30 percent of the entire recyclables stream. The majority of this consisted of Glass Bottles and Jars at over 20 percent. PET Bottles, Jugs, Jars (#1) accounted for about 3 percent.
- Potential Recyclable Material, Non-processable Recyclable Materials, and Other Materials all represented less than 1 percent of the entire recyclables stream.

Generation (pounds/household/year), Capture, and Recovery Rates

Table 3-6 shows the overall generation (pounds/household/year), capture rate, and recovery rates of the City of Fayetteville's single-family recyclables. Detailed generation rates by material type are provided in Appendix E. Additionally, Appendix F shows individual material weights for each sample. Generation and capture rates of individual Program Recyclables are in Appendix G.

- On average, households generated 187 pounds of recycling (including contamination) and 1,246 pounds of trash per household per year. This equates to an apparent recovery rate of 13 percent or an actual recovery rate (deducting Contaminants from the recycling) of 12.9 percent.
- Households generated an average total of 440 pounds of Program Recyclables (between both trash and recyclables) per household per year, 185 pounds of which were in the recycling, for a recyclables capture rate of 42 percent.
- On average, households are discarding approximately 253 pounds of currently accepted recyclable material in the trash stream. At present, more recyclable material is ending up in the trash than in recycling.
- Corrugated Cardboard had the highest capture rate at 73.8 percent. The next highest capture rate was Glass Bottles and Jars at 71.4 percent.
- Program Recyclable Containers had a higher capture rate than Program Recyclable Paper, 42.4 percent, and 41.8 percent, respectively.
- Of the Program Recyclable Containers, PET Bottles #1, HDPE Bottles (#2), Tin/Steel Cans, and Aluminum Cans all had a recyclable capture rate between 20 and 25 percent.
- Mixed Recyclable Paper had the lowest capture rate at 12.9 percent.

Figure 3-4: Composition of City of Fayetteville's Single-Family Residential Recyclables



Note: For this figure, the following categories have been combined:

- Recyclable Plastic Bottles include PET Bottles, Jugs, Jars (#1) – Clear, PET Bottles, Jugs, Jars (#1) – Opaque/Pigmented, Natural HDPE Bottles (#2), and Colored HDPE Bottles (#2).
- Metal Cans includes Tin/Steel and Aluminum Cans.
- Non-processable Recyclable Material include PET Clamshells (#1), PET Drink Cups (#1), Other PET Non-Bottle (#1) - Clear, Other PET Non-Bottle (#1) – Opaque/Pigmented, HDPE Non-Bottle Containers (#2), PP Clamshells (#5), PP Tubs (#5), PP Drink Cups (#5), Other PP Non-bottle (#5), Plastic Drink Cups (#3, #4, #6, #7), Other Small Packaging Containers (#3, #4, #6, #7), and Unacceptable Metals.
- Contaminants include Wet Paper and Cardboard, Aseptic Boxes and Cartons, Compostable Paper, Non-recyclable Paper, Soiled Pizza Boxes, Expanded Polystyrene Foam, Bulky Rigid Plastics, All Other Plastics, Garbage Bags, Other Plastic Film/Flexibles, Aluminum Foil and Trays, Other Glass, Ceramics, and Porcelain, Food Waste, Yard Waste, Textiles and Shoes, C&D Debris, Hazardous/Special Waste, Batteries, Sharps, E-Waste & Small Appliances, Bulky Items, Tires, Tanglers, Bagged Recyclables, Bagged Waste, Disposable Diapers, and All Other Contaminants.

Table 3-4: Composition of City of Fayetteville's Single-Family Recyclables

Material Categories	Weighted Average	90% Confidence Intervals	
		Lower Bound	Upper Bound
Corrugated Cardboard	**58.4%**	58.0%	58.7%
Mixed Recyclable Paper	**11.3%**	11.3%	11.3%
Total Program Recyclable Paper	**69.7%**	**69.3%**	**70.1%**
PET Bottles, Jugs, Jars (#1)	**3.2%**	3.2%	3.2%
HDPE Bottles (#2)	**1.8%**	1.8%	1.8%
Tin/Steel Cans	**1.8%**	1.8%	1.8%
Aluminum Cans	**1.9%**	1.9%	1.9%
Glass Bottles and Jars	**20.6%**	20.5%	20.8%
Total Program Recyclable Containers	**29.4%**	**29.2%**	**29.5%**
PP Bottles, Jars, Jugs (#5)	**0.0%**	0.0%	0.0%
Total Potential Recyclable Materials	**0.0%**	**0.0%**	**0.0%**
PET Clamshells (#1)	**0.1%**	0.0%	0.1%
PET Drink Cups (#1)	**0.0%**	0.0%	0.1%
Other PET Non-bottle Rigids - Clear (#1)	**0.0%**	0.0%	0.1%
Other PET Non-Bottle Rigids – Op./Pig. (#1)	**0.0%**	0.0%	0.0%
Non-bottle HDPE Containers (#2)	**0.0%**	0.0%	0.0%
PP Clamshells (#5)	**0.0%**	0.0%	0.0%
PP Tubs (#5)	**0.1%**	0.0%	0.1%
PP Drink Cups (#5)	**0.0%**	0.0%	0.0%
Other PP Non-bottle (#5)	**0.0%**	0.0%	0.0%
Other Plastic Drink Cups (#3, #4, #6, #7)	**0.0%**	0.0%	0.0%
Other Small Rigid Pkg. Conts. (#3, #4, #6, #7)	**0.0%**	0.0%	0.0%
Unacceptable Metals	**0.0%**	0.0%	0.1%
Non-processable Recyclable Materials	**0.3%**	**0.1%**	**0.5%**
Wet Paper and Cardboard	**0.0%**	0.0%	0.0%
Aseptic Boxes and Cartons	**0.1%**	0.0%	0.1%
Compostable Paper	**0.1%**	0.0%	0.1%
Non-recyclable Paper	**0.0%**	0.0%	0.1%
Soiled Pizza Boxes	**0.0%**	0.0%	0.0%
Expanded Polystyrene Foam	**0.0%**	0.0%	0.0%
Bulky Rigid Plastics	**0.0%**	0.0%	0.1%
Unacceptable Rigid Plastics	**0.0%**	0.0%	0.1%
Garbage Bags	**0.0%**	0.0%	0.0%
Other Plastic Film/Flexibles	**0.1%**	0.0%	0.1%
Aluminum Foil and Trays	**0.0%**	0.0%	0.0%
Other Glass, Ceramics, and Porcelain	**0.0%**	0.0%	0.0%
Food Waste	**0.0%**	0.0%	0.0%
Yard Waste	**0.0%**	0.0%	0.0%
Textiles and Shoes	**0.0%**	0.0%	0.1%
C&D Waste	**0.0%**	0.0%	0.0%
Hazardous/Special Waste	**0.0%**	0.0%	0.0%
Batteries	**0.0%**	0.0%	0.0%
Sharps	**0.0%**	0.0%	0.0%
E-Waste & Small Appliances	**0.0%**	0.0%	0.0%
Bulky Item	**0.0%**	-0.2%	0.3%
Tires	**0.0%**	0.0%	0.0%
Tanglers	**0.0%**	0.0%	0.0%
Bagged Recyclables	**0.0%**	0.0%	0.1%
Bagged Waste	**0.0%**	0.0%	0.0%
Disposable Diapers	**0.0%**	0.0%	0.0%
All Other Contaminants	**0.1%**	0.0%	0.2%
Total Other Materials	**0.7%**	**0.3%**	**1.1%**
Total	**100.0%**		

Note: Columns may not appear to calculate correctly due to rounding.

Table 3-5: Composition of City of Fayetteville's Single-Family Recyclables per Sampled Day

	Monday	Tuesday	Wednesday	Thursday	Citywide
Recycling Stream					
Program Recyclable Paper	69.9%	69.1%	69.6%	70.0%	**69.7%**
Program Recyclable Containers	29.5%	29.1%	29.3%	29.5%	**29.4%**
Potential Recyclable Materials	0.0%	0.0%	0.0%	0.0%	**0.0%**
Non-processable Recyclable Materials	0.2%	0.7%	0.3%	0.1%	**0.3%**
Contaminants	0.4%	1.1%	0.8%	0.5%	**0.7%**
Total	**100%**	**100%**	**100%**	**100%**	**100%**

	Monday	Tuesday	Wednesday	Thursday	Citywide
Trash Stream					
Program Recyclable Paper	11.4%	13.8%	17.3%	15.0%	**14.5%**
Program Recyclable Containers	3.7%	6.7%	6.5%	6.9%	**6.0%**
Household Hazardous Waste Drop-off Materials	1.9%	0.3%	2.6%	1.1%	**1.5%**
Potential Compostables	29.7%	25.3%	22.6%	26.3%	**25.8%**
Potential Recyclable Materials	0.1%	0.1%	0.5%	0.1%	**0.2%**
Potential Recoverable Materials	17.6%	11.2%	17.1%	16.0%	**15.4%**
All Other Materials	35.6%	42.6%	33.5%	34.6%	**36.6%**
Total	**100%**	**100%**	**100%**	**100%**	**100%**

Table 3-6: Generation (lbs./HH/yr.), Capture Rate, and Recovery Rates of City of Fayetteville's Single-Family Recyclables per Sampled Day

	Monday (lbs./HH/yr.)	Tuesday (lbs./HH/yr.)	Wednesday (lbs./HH/yr.)	Thursday (lbs./HH/yr.)	Citywide (lbs./HH/yr.)
Recycling Stream					
Program Recyclable Paper	206.97	105.73	97.13	131.49	**129.96**
Program Recyclable Containers	87.36	44.51	40.96	55.40	**54.79**
Potential Recyclable Materials	0.01	0.00	0.01	0.01	**0.00**
Non-processable Recyclable Materials	0.61	1.04	0.35	0.18	**0.54**
Contaminants	1.31	1.72	1.11	0.90	**1.26**
Total	**296.27**	**153.00**	**139.55**	**187.98**	**186.55**
Trash Stream					
Program Recyclable Paper	162.61	166.84	208.05	178.29	**180.71**
Program Recyclable Containers	51.99	81.35	77.62	81.95	**74.53**
Household Hazardous Waste Drop-off Materials	26.73	3.33	31.78	13.55	**18.76**
Potential Compostables	422.71	306.51	271.36	313.03	**321.31**
Potential Recyclable Materials	1.91	1.14	5.41	1.32	**2.57**
Potential Recoverable Materials	250.92	136.31	205.10	189.86	**192.42**
All Other Materials	506.96	517.11	402.80	410.69	**455.70**
Total	**1423.82**	**1212.60**	**1202.11**	**1188.69**	**1246.00**
Total Generation of Recyclables (lbs./HH/yr.)	508.93	398.43	423.75	447.13	**439.99**
Apparent Recovery Rate	17.22%	11.20%	10.40%	13.65%	**13.02%**
Actual Recovery Rate	17.11%	11.00%	10.29%	13.58%	**12.90%**
Recyclables Capture Rate	57.8%	37.7%	32.6%	41.8%	**42.0%**

3.6 City of Fayetteville Film Composition and Generation

This section provides a further breakdown of the material category Other Plastic Film/Flexibles sorted during the City of Fayetteville's Capture Study. Table 3-7 summarizes the composition and generation rate of the film material groups for trash and recycling as well as the overall average. Figure 3-5 illustrates the overall film composition of single-family residential trash and recycling. *Note: This data does not include Plastic Garbage Bags from the samples.*

Key findings from the single-family residential film composition results include:

- The recycling stream had negligible amount of Plastic Film/Flexibles (0.17 pounds per household per year) comparted to the trash stream (119.67 pounds per household).
- Single Resin PE (Polyethylene) film accounted for over half of the Plastic Film/Flexibles in the study, making it the most prevalent film category.
- Single Resin PP (Polypropylene) film was the second most common type of Plastic Film/Flexibles, representing almost 28 percent of the total.
- About 5 percent of the Plastic Film/Flexibles was Multi-material Laminated Packaging, found in items like deli meats, cheese wraps, and snack packages, with similar percentages in both the trash and recycling streams.
- Unknown Film made up over 5 percent of the Plastic Film/Flexibles. This category includes any film that doesn't fit into the other categories or is too small to capture, such as torn or broken pieces.
- Large Film bags, typically associated with landscaping, outdoor use, or pet food, comprised over 4 percent of Plastic Film/Flexibles.
- Stand-up Pouches represented about 2 percent of the Plastic Film/Flexibles. These pouches are commonly used for products like baby food, yogurt, granola, sugar, baking mixes, coffee, and pet treats.

Table 3-7: Single-Family Residential Film Composition and Generation Summary

Material Categories	Recycling Stream		Trash Stream		Overall	
	%	lbs./HH/yr.	%	lbs./HH/yr.	%	lbs./HH/yr.
Single Resin PE	48.7%	0.08 lbs.	54.3%	65.02 lbs.	54.3%	65.10 lbs.
Single Resin PP	41.5%	0.07 lbs.	27.8%	33.22 lbs.	27.8%	33.29 lbs.
Multi-material Laminated Packaging	6.6%	0.01 lbs.	5.4%	6.48 lbs.	5.4%	6.49 lbs.
Stand-up Pouches	0.4%	0.00 lbs.	2.2%	2.67 lbs.	2.2%	2.67 lbs.
Large, Film Bags	1.9%	0.00 lbs.	4.6%	5.53 lbs.	4.6%	5.53 lbs.
Unknown Film	1.0%	0.00 lbs.	5.6%	6.74 lbs.	5.6%	6.74 lbs.
Total Film	**100.0%**	**0.17 lbs.**	**100.0%**	**119.67 lbs.**	**100.0%**	**119.84 lbs.**

Figure 3-5: Composition of City of Fayetteville's Single-Family Residential Film

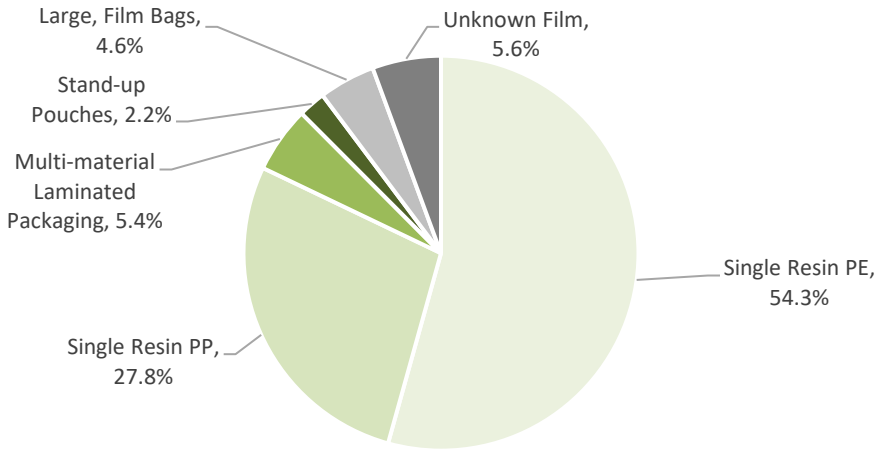


Table 3-8 summarizes the composition of the film material groups for multi-family trash and recycling as well as the overall average. *Note: This data does not include Plastic Garbage Bags from the samples.*

Table 3-8: Multi-Family Residential Film Composition Summary

Material Categories	Recycling %	Trash %
Single Resin PE	54.3%	45.3%
Single Resin PP	38.0%	39.6%
Multi-material Laminated Packaging	4.6%	6.7%
Stand-up Pouches	0.2%	1.5%
Large, Film Bags	1.2%	3.2%
Unknown Film	1.7%	3.5%
Total Film	**100.0%**	**100.0%**

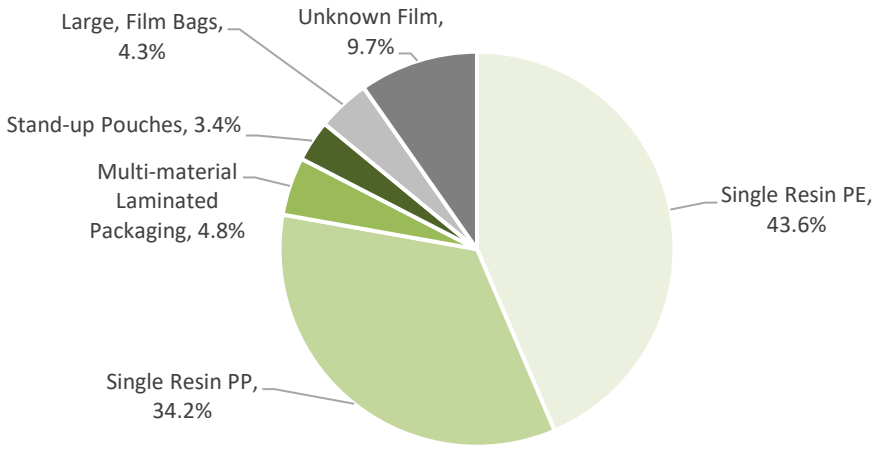
Note: Overall composition of multi-family residential film could not be calculated because KCI could not obtain multi-family generation rates.

Table 3-9 summarizes the composition of the film material groups for commercial trash. Figure 3-6 illustrates the film composition of commercial trash. *Note: This data does not include Plastic Garbage Bags from the samples.*

Table 3-9: Commercial Film Composition Summary

Material Categories	Trash %
Single Resin PE	43.6%
Single Resin PP	34.2%
Multi-material Laminated Packaging	4.8%
Stand-up Pouches	3.4%
Large, Film Bags	4.3%
Unknown Film	9.7%
Total Film	**100.0%**

Figure 3-6: Composition of City of Fayetteville's Commercial Film – Trash Only



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Section 4
WCS Results

4.1 Introduction

Results are organized by generator sector (as defined in Section 2).

Unless otherwise stated, all results presented in this section are expressed in percentage by weight. The percentages included in the tables and figures are the mean values for each material category. Where appropriate, the tables also provide the 90 percent confidence intervals for each material category. This section does not include any visual audit data.

For the purposes of discussion and analysis, materials were organized into six broad material groups based on diversion potential.

- **Program Recyclable Paper:** Paper grades currently accepted in most of the recycling programs offered in the area.
  - Corrugated Cardboard
  - Mixed Recyclable Paper
- **Program Recyclable Containers:** Plastic and metal containers currently accepted in most of the recycling programs offered in the area.
  - PET Bottles, Jugs, and Jars (#1) – Clear
  - PET Bottles, Jugs, and Jars (#1) – Opaque/Pigmented
  - Natural HDPE Bottles (#2)
  - Colored HDPE Bottles (#2)
  - Aluminum Cans
  - Tin/Steel Cans
- **Drop-off Location Recyclables:** Materials currently accepted at the BMSWD drop-off location.
  - Unacceptable Metals
  - Glass Bottles and Jars
  - Textiles and Shoes
  - Hazardous/Special Waste
  - Batteries
  - E-waste & Small Appliances
  - Sharps
  - Tires
- **Potential Compostables:** Materials that are or could potentially be composted in a commercial composting facility if properly separated from inorganic material.
  - Compostable Paper
  - Yard Waste
  - Food Waste
- **Potential Recoverables:** Materials that have the potential to be recovered or recycled but are not currently collected for recycling. Some of these materials, such as C&D debris, would require source-separation and/or additional processing to recover.
  - Aseptic Boxes and Gable Top Cartons
  - PET Clamshells (#1)
  - PET Drink Cups (#1)
  - Other PET Non-Bottle Rigids (#1) - Clear
  - Other PET Non-Bottle Rigids (#1) – Opaque/Pigmented
  - Non-bottle HDPE Containers (#2)
  - PP Bottles, Jars, Jugs (#5)
  - PP Clamshells (#5)
  - PP Tubs (#5)
  - PP Drink Cups (#5)
  - Other PP Non-bottle Rigids (#5)
  - Plastic Drink Cups (#3, #4, #6, #7)
  - Other Small Packaging Containers (#3, #4, #6, #7)

- Expanded Polystyrene Foam
- Bulky Rigid Plastics
- Aluminum Foil and Trays
- Construction and Demolition (C&D) Debris

- **Other Materials:** Materials not classified above and not feasible to recover with traditional programs or technology.
  - Soiled Pizza Boxes
  - Non-recyclable Paper
  - Unacceptable Rigid Plastics
  - Plastic Garbage Bags
  - Non-rigid Plastic Film
  - Unacceptable Glass, Ceramics, and Porcelain
  - Bulky Items
  - Disposable Diapers
  - All Other Garbage
  - Liquids

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4.2 BMSWD Single-Family Residential Waste

Figure 4-1 depicts the composition of single-family residential waste disposed at BMWSD Transfer Station by local haulers. Table 4-1 shows the composition of single-family residential waste.

Key findings from the single-family residential results are as follows:

- Other Materials accounted for the largest share of waste among all material category groupings, constituting nearly one-third of all waste from single-family households. Within this group, All Other Garbage made up the highest percentage at over 11 percent. Key contributors included Disposable Diapers at 6 percent, Non-rigid Plastic Film at almost 5 percent, and Non-recyclable Paper at over 3 percent.
- Potential Compostables represented about 30 percent of all waste generated by single-family residences. Food Waste was the most significant category, comprising nearly 22 percent. In addition, Compostable Paper accounted for more than 5 percent, while Yard Waste contributed approximately 4 percent.
- Program Recyclable Paper constituted over 12 percent of the waste stream, with Mixed Recyclable Paper making up more than 9 percent and Corrugated Cardboard at 3 percent.
- Program Recyclable Containers accounted for over 9 percent of the total waste.
- Potential Recoverables made up approximately 6 percent of the stream, with all individual material categories contributing 1 percent or less.
- Drop-off Location Materials represented more than 8 percent of the waste stream, with major categories including Glass Bottles and Jars, Textiles and Shoes, and E-Waste and Small Appliances, some of which could be potentially recovered.

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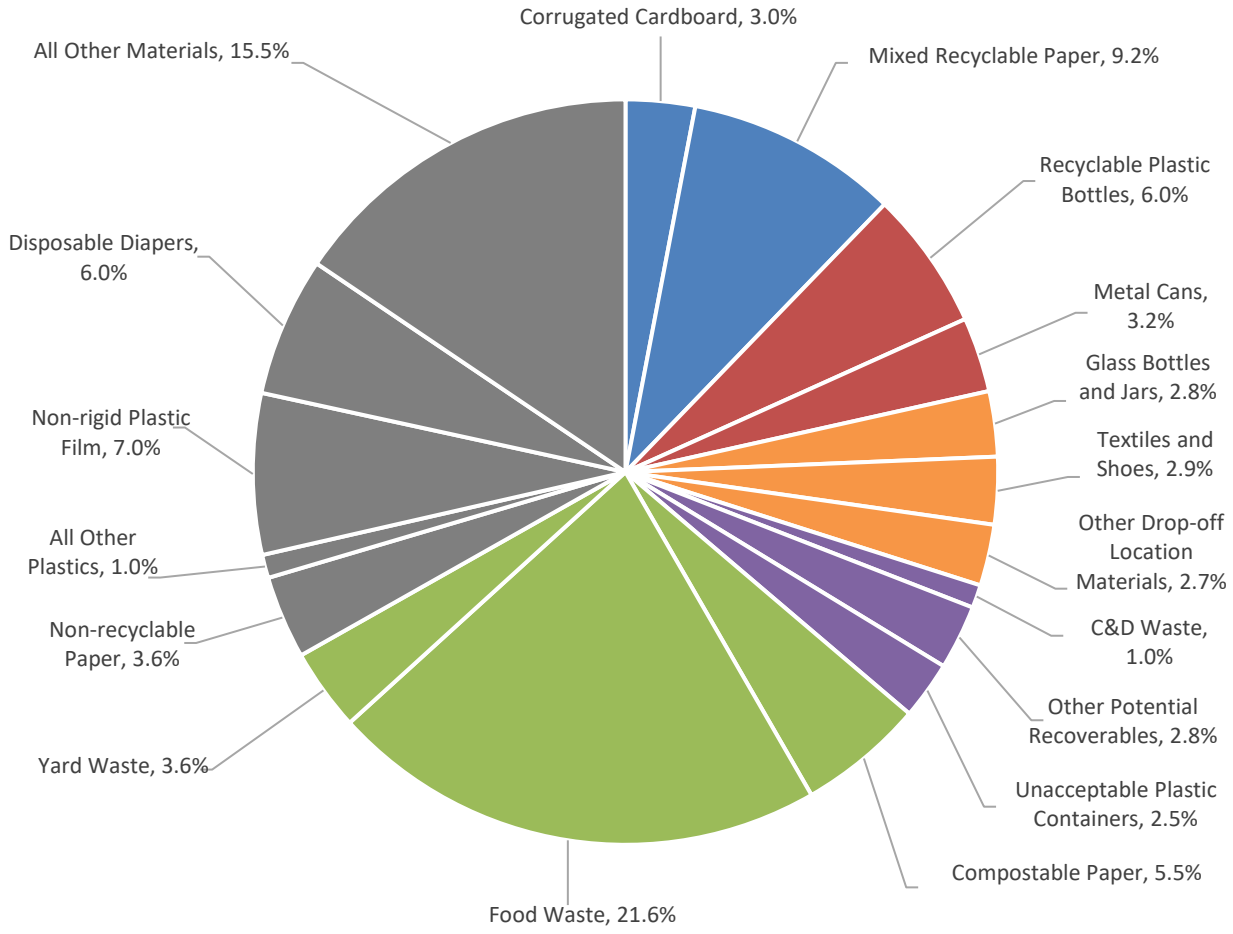
Figure 4-1: Composition of BMSWD Single-Family Residential Waste



Note: For this figure, the following categories have been combined:

- Recyclable Plastic Bottles include PET Bottles, Jugs, Jars (#1) – Clear, PET Bottles, Jugs, Jars (#1) – Opaque/Pigmented, Natural HDPE Bottles (#2), and Colored HDPE Bottles (#2).
- Metal Cans includes Tin/Steel and Aluminum Cans.
- Other Drop-off Location Materials includes Unacceptable Metals, Hazardous/Special Waste, Batteries, E-Waste & Small Appliances, Tires, and Sharps.
- Other Potential Recoverables include Aseptic Boxes and Gable Top Cartons, Expanded Polystyrene Foam, Bulky Rigid Plastic, and Aluminum Foil and Trays.
- Unacceptable Plastic Containers include PET Clamshells (#1), PET Drink Cups (#1), Other PET Non-bottle rigid– Clear (#1), Other PET Non-bottle Rigid – Opaque/Pigmented (#1), Non-bottle HDPE Containers (#2), PP Bottles, Jars, Jugs (#5), PP Clamshells (#5), PP Tubs (#5), PP Drink Cups (#5), Other PP Non-bottle Rigid (#5), Other Plastic Drink Cups (#3, #4, #6, #7), and Other Small Rigid Packaging Containers (#3, #4, #6, #7).
- Non-rigid Film Plastic include Plastic Garbage Bags and Non-rigid Plastic Film.
- All Other Materials include Soiled Pizza Boxes, Unacceptable Glass, Ceramics, and Porcelain, Bulky Items, All Other Garbage, and Liquids.

Table 4-1: Composition of BMSWD Single-Family Residential Waste

Material Categories	Weighted Average	90% Confidence Intervals	
		Lower Bound	Upper Bound
Corrugated Cardboard	**3.0%**	2.0%	4.0%
Mixed Recyclable Paper	**9.2%**	7.3%	11.1%
Total Program Recyclable Paper	**12.2%**	**10.8%**	**13.7%**
PET Bottles, Jugs, Jars - Clear (#1)	**2.6%**	2.1%	3.2%
PET Bottles, Jugs, Jars – Op./Pig. (#1)	**0.2%**	0.1%	0.3%
Natural HDPE Bottles (#2)	**2.0%**	1.1%	2.9%
Colored HDPE Bottles (#2)	**1.2%**	0.9%	1.5%
Tin/Steel Cans	**1.7%**	1.0%	2.3%
Aluminum Cans	**1.6%**	1.2%	2.0%
Total Program Recyclable Containers	**9.3%**	**7.4%**	**11.1%**
Unacceptable Metals	**0.4%**	0.1%	0.7%
Glass Bottles and Jars	**2.8%**	1.8%	3.9%
Textiles and Shoes	**2.9%**	1.7%	4.2%
Hazardous/Special Waste	**0.7%**	0.4%	1.0%
Batteries	**0.0%**	0.0%	0.1%
E-Waste and Small Appliances	**1.4%**	0.8%	2.0%
Sharps	**0.1%**	0.0%	0.1%
Tires	**0.0%**	0.0%	0.0%
Total Drop-off Location Materials	**8.4%**	**6.3%**	**10.5%**
Compostable Paper	**5.5%**	4.5%	6.4%
Food Waste	**21.6%**	19.8%	23.3%
Yard Waste	**3.6%**	2.0%	5.1%
Total Potential Compostables	**30.6%**	**28.5%**	**32.7%**
Aseptic Boxes and Gable Top Cartons	**0.8%**	0.3%	1.4%
PET Clamshells (#1)	**0.2%**	0.1%	0.3%
PET Drink Cups (#1)	**0.0%**	0.0%	0.0%
Other PET Non-bottle Rigids - Clear (#1)	**0.2%**	0.1%	0.4%
Other PET Non-Bottle Rigids – Op./Pig. (#1)	**0.1%**	0.1%	0.2%
Non-bottle HDPE Containers (#2)	**0.1%**	0.0%	0.1%
PP Bottles, Jars, Jugs (#5)	**0.2%**	0.1%	0.4%
PP Clamshells (#5)	**0.2%**	0.1%	0.2%
PP Tubs (#5)	**0.6%**	0.4%	0.7%
PP Drink Cups (#5)	**0.5%**	0.3%	0.6%
Other PP Non-bottle (#5)	**0.2%**	0.1%	0.3%
Other Plastic Drink Cups (#3, #4, #6, #7)	**0.1%**	0.0%	0.2%
Other Small Rigid Pkg. Conts. (#3, #4, #6, #7)	**0.2%**	0.1%	0.2%
Expanded Polystyrene Foam	**0.7%**	0.5%	0.9%
Bulky Rigid Plastics	**1.0%**	0.4%	1.6%
Aluminum Foil and Trays	**0.3%**	0.1%	0.4%
Construction and Demolition (C&D) Waste	**1.0%**	0.2%	1.8%
Total Potential Recoverables	**6.3%**	**4.8%**	**7.8%**
Soiled Pizza Boxes	**0.5%**	0.3%	0.8%
Non-recyclable Paper	**3.6%**	2.7%	4.5%
Unacceptable Rigid Plastics	**1.0%**	0.7%	1.3%
Garbage Bags	**2.1%**	1.2%	3.0%
Non-rigid Plastic Film	**4.9%**	3.7%	6.1%
Unacceptable Glass, Ceramics, and Porcelain	**0.6%**	0.3%	0.9%
Bulky Items	**1.6%**	-0.7%	3.8%
Disposable Diapers	**6.0%**	4.2%	7.9%
All Other Garbage	**11.1%**	8.3%	14.0%
Liquids	**1.7%**	0.9%	2.5%
Total Other Materials	**33.2%**	**30.5%**	**35.9%**
Total	**100.0%**		

Note: Columns may not appear to calculate correctly due to rounding.

4.3 City of Prairie Grove Single-Family Residential Waste

Figure 4-2 depicts the composition of City of Prairie Grove single-family residential waste. Table 4-2 shows the composition of City of Prairie Grove single-family residential waste.

Key findings from the City of Prairie Grove single-family residential waste results are as follows:

- Other Materials once again comprised the largest share of waste among all material category groupings, constituting nearly one-third of all waste from single-family households. Within this category, All Other Garbage represented the highest percentage at over 11 percent. Significant contributors included Disposable Diapers at almost 6 percent, Non-rigid Plastic Film at over 3 percent, and both Non-recyclable Paper and Garbage Bags, each accounting for approximately 2 percent.
- Potential Compostables represented about 29 percent of all waste generated by single-family residences. Food Waste was the most substantial category, making up over 22 percent. Additionally, Yard Waste contributed more than 4 percent, while Compostable Paper accounted for approximately 2 percent.
- Program Recyclable Paper constituted nearly 13 percent of the waste stream, with Mixed Recyclable Paper comprising almost 8 percent and Corrugated Cardboard exceeding 5 percent.
- Drop-off Location Materials accounted for more than 11 percent of the waste stream, with major categories including Glass Bottles and Jars, Textiles and Shoes, and Hazardous/Special Waste.
- Potential Recoverables made up approximately 10 percent of the stream, with all individual material categories contributing 1 percent or less, except for C&D Debris at 4.2 percent and Bulky Rigid Plastic at 3.3 percent.
- Program Recyclable Containers represented about 6 percent of the total waste.

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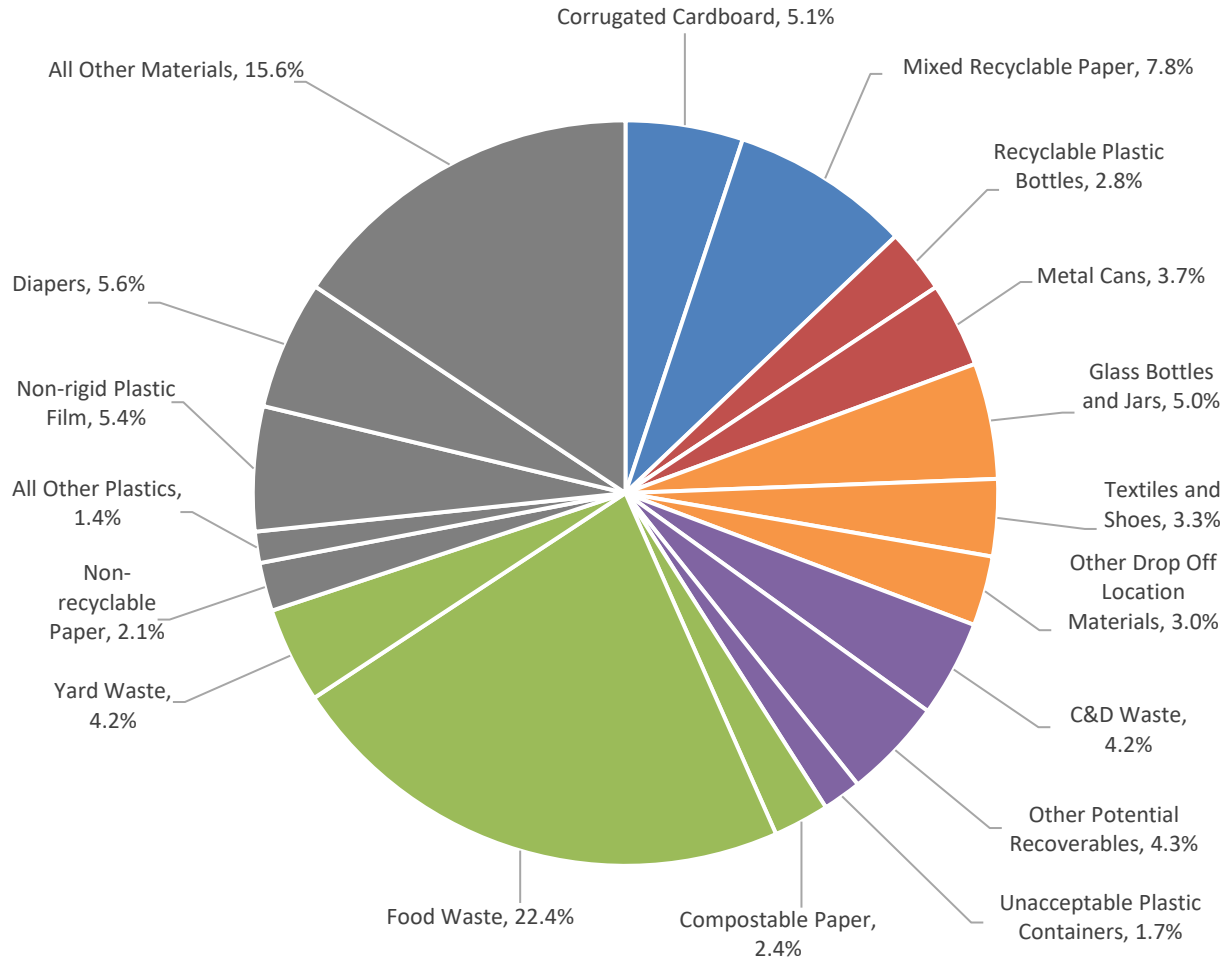
Figure 4-2: Composition of City of Prairie Grove Single-Family Residential Waste



Note: For this figure, the following categories have been combined:

- Recyclable Plastic Bottles include PET Bottles, Jugs, Jars (#1) – Clear, PET Bottles, Jugs, Jars (#1) – Opaque/Pigmented, Natural HDPE Bottles (#2), and Colored HDPE Bottles (#2).
- Metal Cans includes Tin/Steel and Aluminum Cans.
- Other Drop-off Location Materials includes Unacceptable Metals, Hazardous/Special Waste, Batteries, E-Waste & Small Appliances, Tires, and Sharps.
- Other Potential Recoverables include Aseptic Boxes and Gable Top Cartons, Expanded Polystyrene Foam, Bulky Rigid Plastic, and Aluminum Foil and Trays.
- Unacceptable Plastic Containers include PET Clamshells (#1), PET Drink Cups (#1), Other PET Non-bottle rigid– Clear (#1), Other PET Non-bottle Rigid – Opaque/Pigmented (#1), Non-bottle HDPE Containers (#2), PP Bottles, Jars, Jugs (#5), PP Clamshells (#5), PP Tubs (#5), PP Drink Cups (#5), Other PP Non-bottle Rigid (#5), Other Plastic Drink Cups (#3, #4, #6, #7), and Other Small Rigid Packaging Containers (#3, #4, #6, #7).
- Non-rigid Film Plastic include Plastic Garbage Bags and Non-rigid Plastic Film.
- All Other Materials include Soiled Pizza Boxes, Unacceptable Glass, Ceramics, and Porcelain, Bulky Items, All Other Garbage, and Liquids.

Table 4-2: Composition of City of Prairie Grove Single-Family Residential Waste

Material Categories	Weighted Average	90% Confidence Intervals	
		Lower Bound	Upper Bound
Corrugated Cardboard	**5.1%**	-2.7%	12.9%
Mixed Recyclable Paper	**7.8%**	4.5%	11.1%
Total Program Recyclable Paper	**12.9%**	**4.5%**	**21.3%**
PET Bottles, Jugs, Jars - Clear (#1)	**1.8%**	0.8%	2.9%
PET Bottles, Jugs, Jars – Op./Pig. (#1)	**0.0%**	0.0%	0.1%
Natural HDPE Bottles (#2)	**0.6%**	0.3%	0.9%
Colored HDPE Bottles (#2)	**0.3%**	-0.2%	0.9%
Tin/Steel Cans	**2.1%**	0.1%	4.0%
Aluminum Cans	**1.6%**	0.9%	2.4%
Total Program Recyclable Containers	**6.5%**	**3.2%**	**9.7%**
Unacceptable Metals	**0.3%**	0.0%	0.6%
Glass Bottles and Jars	**5.0%**	-1.2%	11.3%
Textiles and Shoes	**3.3%**	0.0%	6.7%
Hazardous/Special Waste	**2.4%**	-3.2%	8.0%
Batteries	**0.0%**	0.0%	0.1%
E-Waste and Small Appliances	**0.2%**	-0.6%	1.1%
Sharps	**0.0%**	0.0%	0.1%
Tires	**0.0%**	0.0%	0.0%
Total Drop-off Location Materials	**11.4%**	**3.2%**	**19.6%**
Compostable Paper	**2.4%**	1.1%	3.7%
Food Waste	**22.4%**	20.0%	24.7%
Yard Waste	**4.2%**	-1.8%	10.2%
Total Potential Compostables	**28.9%**	**20.5%**	**37.4%**
Aseptic Boxes and Gable Top Cartons	**0.2%**	-0.2%	0.5%
PET Clamshells (#1)	**0.1%**	-0.1%	0.4%
PET Drink Cups (#1)	**0.0%**	0.0%	0.1%
Other PET Non-bottle Rigids - Clear (#1)	**0.1%**	-0.1%	0.3%
Other PET Non-Bottle Rigids – Op./Pig. (#1)	**0.0%**	0.0%	0.1%
Non-bottle HDPE Containers (#2)	**0.0%**	0.0%	0.0%
PP Bottles, Jars, Jugs (#5)	**0.1%**	0.0%	0.3%
PP Clamshells (#5)	**0.1%**	0.0%	0.2%
PP Tubs (#5)	**0.5%**	-0.3%	1.2%
PP Drink Cups (#5)	**0.2%**	-0.1%	0.5%
Other PP Non-bottle (#5)	**0.1%**	0.0%	0.3%
Other Plastic Drink Cups (#3, #4, #6, #7)	**0.1%**	0.0%	0.2%
Other Small Rigid Pkg. Conts. (#3, #4, #6, #7)	**0.2%**	0.0%	0.5%
Expanded Polystyrene Foam	**0.5%**	0.0%	1.1%
Bulky Rigid Plastics	**3.3%**	-6.4%	13.0%
Aluminum Foil and Trays	**0.3%**	0.0%	0.7%
Construction and Demolition (C&D) Waste	**4.2%**	-6.4%	14.7%
Total Potential Recoverables	**10.2%**	**-9.5%**	**29.9%**
Soiled Pizza Boxes	**0.6%**	-1.3%	2.6%
Non-recyclable Paper	**2.1%**	1.1%	3.1%
Unacceptable Rigid Plastics	**1.4%**	-0.9%	3.6%
Garbage Bags	**2.3%**	0.9%	3.8%
Non-rigid Plastic Film	**3.1%**	2.0%	4.1%
Unacceptable Glass, Ceramics, and Porcelain	**0.4%**	-0.3%	1.2%
Bulky Items	**1.9%**	-1.6%	5.5%
Disposable Diapers	**5.6%**	-3.3%	14.5%
All Other Garbage	**11.7%**	5.9%	17.5%
Liquids	**0.9%**	0.1%	1.8%
Total Other Materials	**30.1%**	**10.3%**	**49.9%**
Total	**100.0%**		

Note: Columns may not appear to calculate correctly due to rounding.

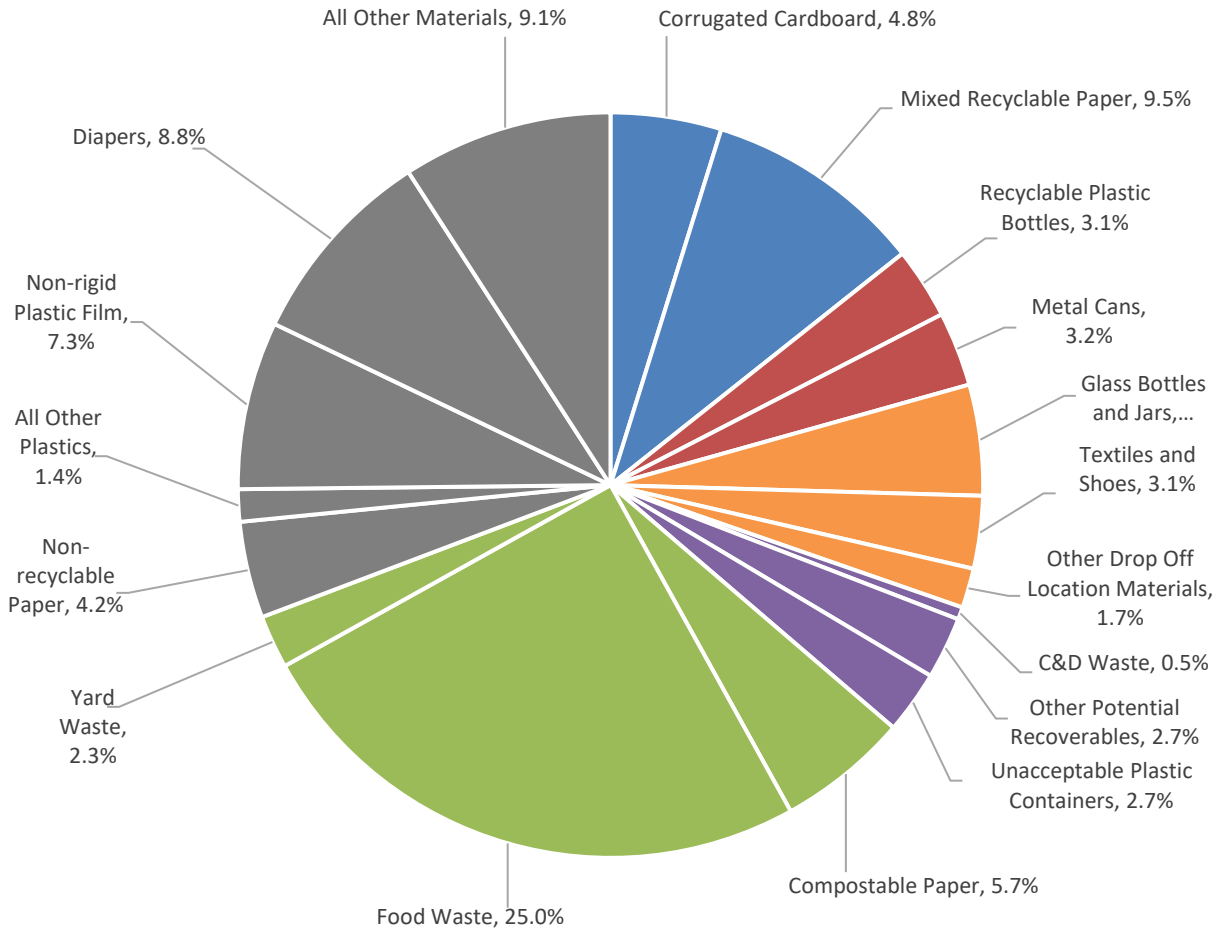
4.4 City of Johnson Single-Family Residential Waste

Figure 4-3 depicts the composition of City of Johnson single-family residential waste. Table 4-3 shows the composition of single-family residential waste. City of Johnson waste is not transported and disposed directly through BMSWD but handled under a sperate private hauler contract.

Key findings from the City of Johnson's single-family residential waste results are as follows:

- Potential Compostables accounted for 33 percent of all waste generated by single-family residences, with Food Waste being the largest category at 25 percent. In addition, Compostable Paper contributed nearly 6 percent, while Yard Waste made up approximately 2 percent.
- Other Materials represented about 31 percent of the total waste from single-family households. Within this category, Disposable Diapers held the highest percentage at almost 9 percent. Other significant contributors included All Other Garbage at roughly 6 percent, Non-rigid Plastic Film at over 5 percent, and Non-recyclable Paper, which accounted for around 4 percent.
- Program Recyclable Paper constituted over 14 percent of the waste stream, with Mixed Recyclable Paper making up more than 9 percent and Corrugated Cardboard nearing 5 percent.
- Program Recyclable Containers and Potential Recoverables each accounted for about 6 percent of the total waste.
- Drop-off Location Materials represented nearly 10 percent of the waste stream, with major categories including Glass Bottles and Jars and Textiles and Shoes.

Figure 4-3: Composition of City of Johnson Single-Family Residential Waste



Note: For this figure, the following categories have been combined:

- Recyclable Plastic Bottles include PET Bottles, Jugs, Jars (#1) – Clear, PET Bottles, Jugs, Jars (#1) – Opaque/Pigmented, Natural HDPE Bottles (#2), and Colored HDPE Bottles (#2).
- Metal Cans includes Tin/Steel and Aluminum Cans.
- Other Drop-off Location Materials includes Unacceptable Metals, Hazardous/Special Waste, Batteries, E-Waste & Small Appliances, Tires, and Sharps.
- Other Potential Recoverables include Aseptic Boxes and Gable Top Cartons, Expanded Polystyrene Foam, Bulky Rigid Plastic, and Aluminum Foil and Trays.
- Unacceptable Plastic Containers include PET Clamshells (#1), PET Drink Cups (#1), Other PET Non-bottle rigid– Clear (#1), Other PET Non-bottle Rigid – Opaque/Pigmented (#1), Non-bottle HDPE Containers (#2), PP Bottles, Jars, Jugs (#5), PP Clamshells (#5), PP Tubs (#5), PP Drink Cups (#5), Other PP Non-bottle Rigid (#5), Other Plastic Drink Cups (#3, #4, #6, #7), and Other Small Rigid Packaging Containers (#3, #4, #6, #7).
- Non-rigid Film Plastic include Plastic Garbage Bags and Non-rigid Plastic Film.
- All Other Materials include Soiled Pizza Boxes, Unacceptable Glass, Ceramics, and Porcelain, Bulky Items, All Other Garbage, and Liquids.

Table 4-3: Composition of City of Johnson Single-Family Residential Waste

Material Categories	Weighted Average	90% Confidence Intervals	
		Lower Bound	Upper Bound
Corrugated Cardboard	**4.8%**	0.8%	8.8%
Mixed Recyclable Paper	**9.5%**	8.7%	10.3%
Total Program Recyclable Paper	**14.3%**	10.1%	18.6%
PET Bottles, Jugs, Jars - Clear (#1)	**2.1%**	1.3%	2.9%
PET Bottles, Jugs, Jars – Op./Pig. (#1)	**0.1%**	0.0%	0.3%
Natural HDPE Bottles (#2)	**0.6%**	0.4%	0.7%
Colored HDPE Bottles (#2)	**0.3%**	0.1%	0.5%
Tin/Steel Cans	**1.8%**	1.0%	2.7%
Aluminum Cans	**1.4%**	1.0%	1.8%
Total Program Recyclable Containers	**6.3%**	**4.9%**	**7.8%**
Unacceptable Metals	**0.5%**	0.0%	1.1%
Glass Bottles and Jars	**4.8%**	1.6%	8.0%
Textiles and Shoes	**3.1%**	0.9%	5.4%
Hazardous/Special Waste	**0.0%**	0.0%	0.1%
Batteries	**0.0%**	0.0%	0.1%
E-Waste and Small Appliances	**1.1%**	-0.1%	2.2%
Sharps	**0.0%**	0.0%	0.1%
Tires	**0.0%**	0.0%	0.0%
Total Drop-off Location Materials	**9.7%**	**5.0%**	**14.3%**
Compostable Paper	**5.7%**	4.3%	7.1%
Food Waste	**25.0%**	21.9%	28.0%
Yard Waste	**2.3%**	0.1%	4.5%
Total Potential Compostables	**33.0%**	**29.6%**	**36.3%**
Aseptic Boxes and Gable Top Cartons	**0.8%**	-0.1%	1.6%
PET Clamshells (#1)	**0.3%**	0.2%	0.5%
PET Drink Cups (#1)	**0.0%**	0.0%	0.1%
Other PET Non-bottle Rigids - Clear (#1)	**0.3%**	0.1%	0.5%
Other PET Non-Bottle Rigids – Op./Pig. (#1)	**0.1%**	0.0%	0.3%
Non-bottle HDPE Containers (#2)	**0.1%**	0.0%	0.1%
PP Bottles, Jars, Jugs (#5)	**0.4%**	0.0%	0.7%
PP Clamshells (#5)	**0.2%**	0.1%	0.4%
PP Tubs (#5)	**0.5%**	0.4%	0.7%
PP Drink Cups (#5)	**0.2%**	0.1%	0.3%
Other PP Non-bottle (#5)	**0.2%**	0.1%	0.2%
Other Plastic Drink Cups (#3, #4, #6, #7)	**0.1%**	0.1%	0.2%
Other Small Rigid Pkg. Conts. (#3, #4, #6, #7)	**0.2%**	0.1%	0.4%
Expanded Polystyrene Foam	**1.1%**	0.7%	1.5%
Bulky Rigid Plastics	**0.4%**	0.1%	0.6%
Aluminum Foil and Trays	**0.5%**	0.1%	0.9%
Construction and Demolition (C&D) Waste	**0.5%**	-0.1%	1.1%
Total Potential Recoverables	**6.0%**	**3.8%**	**8.1%**
Soiled Pizza Boxes	**0.0%**	0.0%	0.1%
Non-recyclable Paper	**4.2%**	2.9%	5.4%
Unacceptable Rigid Plastics	**1.4%**	0.5%	2.3%
Garbage Bags	**2.0%**	1.8%	2.2%
Non-rigid Plastic Film	**5.3%**	4.8%	5.8%
Unacceptable Glass, Ceramics, and Porcelain	**0.3%**	-0.1%	0.7%
Bulky Items	**0.8%**	-0.2%	1.8%
Disposable Diapers	**8.8%**	3.0%	14.6%
All Other Garbage	**6.1%**	5.0%	7.1%
Liquids	**1.9%**	0.2%	3.7%
Total Other Materials	**30.8%**	**23.2%**	**38.4%**
Total	**100.0%**		

Note: Columns may not appear to calculate correctly due to rounding.

4.5 Other Single-Family Residential Waste

Figure 4-4 depicts the composition of other single-family residential waste disposed outside of BMSWD Transfer Station which includes samples from CARDS and Waste Management. Table 4-4 shows the composition of single-family residential waste.

Key findings from other single-family residential waste results are as follows:

- Potential Compostables accounted for nearly 32 percent of all waste generated by single-family residences, with Food Waste being the largest category at over 20 percent. Additionally, Yard Waste contributed nearly 7 percent, while Compostable Paper made up approximately 5 percent.
- Other Materials represented about 28 percent of the total waste from single-family households. Within this category, All Other Garbage held the highest percentage at over 7 percent. Other significant contributors included Non-rigid Plastic Film at nearly 6 percent, Non-recyclable Paper at over 5 percent, and Disposable Diapers, which accounted for around 4 percent.
- Drop-off Location Materials constituted almost 11 percent of the waste stream. The two major material categories were Glass Bottles and Jars (4.5 percent) and Textiles and Shoes (3.8 percent).
- Potential Recoverables accounted for 11 percent of the waste stream. Over half of this material grouping being C&D Debris with almost 7 percent of the waste steam. The remaining material categories in the grouping each represented less than 1 percent of the waste stream.
- Mixed Recyclable Paper (9.4 percent) and Corrugated Cardboard (1.4 percent) combined for a Program Recyclable Paper category accounting for nearly 11 percent of the waste stream.
- Program Recyclable Containers accounted for over 7 percent of the stream, with PET Bottles, Jugs, and Jars – Clear (#1) representing the largest category within this group at about 3 percent.

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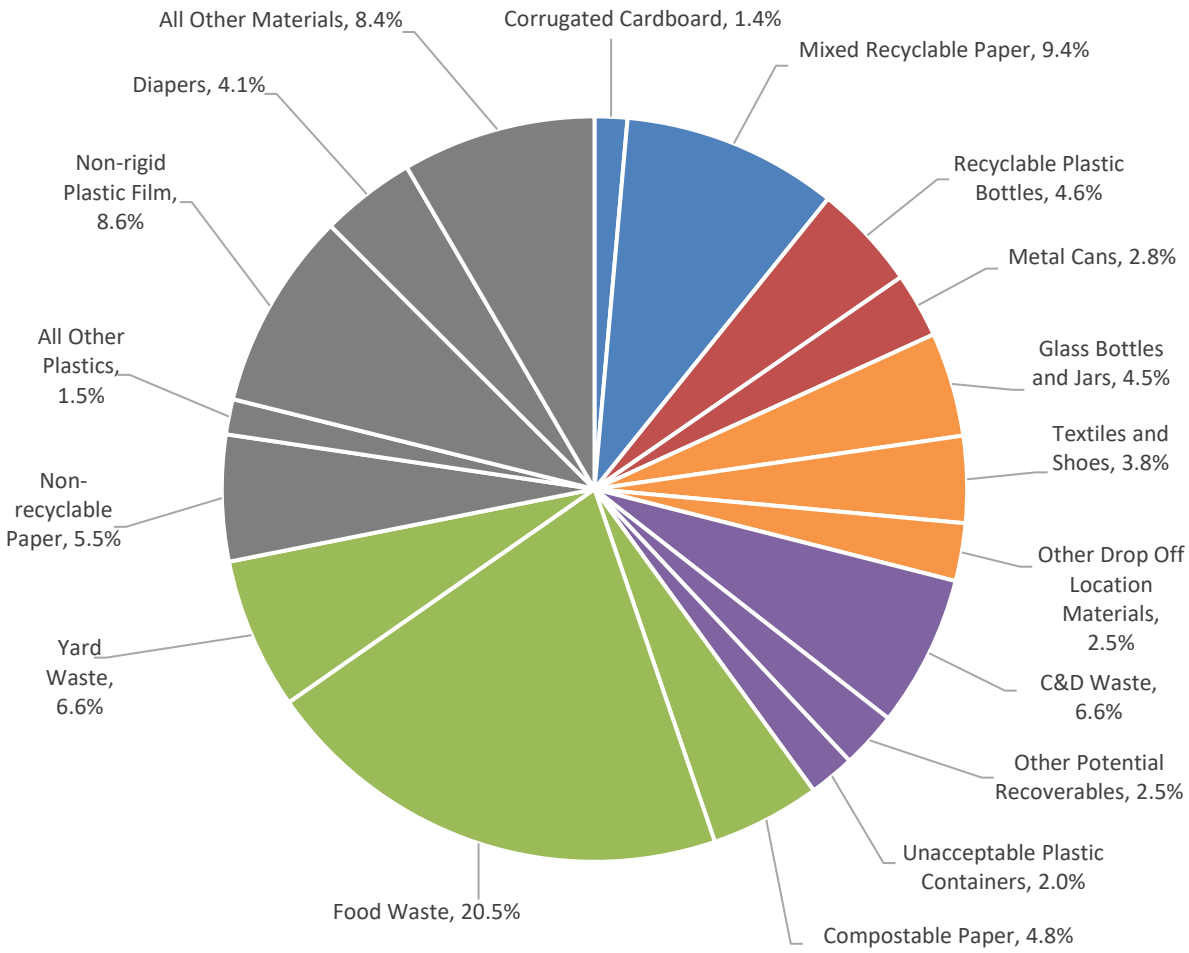
Figure 4-4: Composition of Other Single-Family Residential Waste



Note: For this figure, the following categories have been combined:

- Recyclable Plastic Bottles include PET Bottles, Jugs, Jars (#1) – Clear, PET Bottles, Jugs, Jars (#1) – Opaque/Pigmented, Natural HDPE Bottles (#2), and Colored HDPE Bottles (#2).
- Metal Cans includes Tin/Steel and Aluminum Cans.
- Other Drop-off Location Materials includes Unacceptable Metals, Hazardous/Special Waste, Batteries, E-Waste & Small Appliances, Tires, and Sharps.
- Other Potential Recoverables include Aseptic Boxes and Gable Top Cartons, Expanded Polystyrene Foam, Bulky Rigid Plastic, and Aluminum Foil and Trays.
- Unacceptable Plastic Containers include PET Clamshells (#1), PET Drink Cups (#1), Other PET Non-bottle rigid– Clear (#1), Other PET Non-bottle Rigid – Opaque/Pigmented (#1), Non-bottle HDPE Containers (#2), PP Bottles, Jars, Jugs (#5), PP Clamshells (#5), PP Tubs (#5), PP Drink Cups (#5), Other PP Non-bottle Rigid (#5), Other Plastic Drink Cups (#3, #4, #6, #7), and Other Small Rigid Packaging Containers (#3, #4, #6, #7).
- Non-rigid Film Plastic include Plastic Garbage Bags and Non-rigid Plastic Film.
- All Other Materials include Soiled Pizza Boxes, Unacceptable Glass, Ceramics, and Porcelain, Bulky Items, All Other Garbage, and Liquids.

Table 4-4: Composition of Other Single-Family Residential Waste

Material Categories	Weighted Average	90% Confidence Intervals	
		Lower Bound	Upper Bound
Corrugated Cardboard	**1.4%**	-1.4%	4.2%
Mixed Recyclable Paper	**9.4%**	7.1%	11.6%
Total Program Recyclable Paper	**10.8%**	**7.8%**	**13.8%**
PET Bottles, Jugs, Jars - Clear (#1)	**2.9%**	2.0%	3.7%
PET Bottles, Jugs, Jars – Op./Pig. (#1)	**0.6%**	0.3%	1.0%
Natural HDPE Bottles (#2)	**0.5%**	0.4%	0.7%
Colored HDPE Bottles (#2)	**0.6%**	-1.5%	2.6%
Tin/Steel Cans	**1.3%**	0.7%	1.9%
Aluminum Cans	**1.5%**	0.8%	2.2%
Total Program Recyclable Containers	**7.4%**	**5.1%**	**9.7%**
Unacceptable Metals	**0.9%**	0.3%	1.5%
Glass Bottles and Jars	**4.5%**	2.6%	6.4%
Textiles and Shoes	**3.8%**	2.3%	5.3%
Hazardous/Special Waste	**0.5%**	0.0%	0.9%
Batteries	**0.0%**	0.0%	0.1%
E-Waste and Small Appliances	**1.0%**	0.1%	1.9%
Sharps	**0.1%**	0.0%	0.2%
Tires	**0.0%**	0.0%	0.0%
Total Drop-off Location Materials	**10.8%**	**7.4%**	**14.2%**
Compostable Paper	**4.8%**	3.8%	5.8%
Food Waste	**20.5%**	8.8%	32.3%
Yard Waste	**6.6%**	1.4%	11.8%
Total Potential Compostables	**31.9%**	**21.4%**	**42.4%**
Aseptic Boxes and Gable Top Cartons	**0.6%**	0.3%	0.9%
PET Clamshells (#1)	**0.3%**	0.1%	0.5%
PET Drink Cups (#1)	**0.0%**	0.0%	0.0%
Other PET Non-bottle Rigids - Clear (#1)	**0.0%**	-0.1%	0.2%
Other PET Non-Bottle Rigids – Op./Pig. (#1)	**0.2%**	-0.3%	0.6%
Non-bottle HDPE Containers (#2)	**0.1%**	0.0%	0.2%
PP Bottles, Jars, Jugs (#5)	**0.2%**	0.1%	0.3%
PP Clamshells (#5)	**0.0%**	-0.2%	0.2%
PP Tubs (#5)	**0.7%**	0.1%	1.2%
PP Drink Cups (#5)	**0.1%**	0.0%	0.2%
Other PP Non-bottle (#5)	**0.0%**	-0.1%	0.1%
Other Plastic Drink Cups (#3, #4, #6, #7)	**0.2%**	-0.1%	0.5%
Other Small Rigid Pkg. Conts. (#3, #4, #6, #7)	**0.2%**	-0.7%	1.0%
Expanded Polystyrene Foam	**0.9%**	0.5%	1.3%
Bulky Rigid Plastics	**0.4%**	-0.4%	1.3%
Aluminum Foil and Trays	**0.5%**	-0.3%	1.4%
Construction and Demolition (C&D) Waste	**6.6%**	-7.8%	20.9%
Total Potential Recoverables	**11.0%**	**-2.4%**	**24.5%**
Soiled Pizza Boxes	**0.2%**	-0.1%	0.5%
Non-recyclable Paper	**5.5%**	3.4%	7.5%
Unacceptable Rigid Plastics	**1.5%**	1.1%	1.9%
Garbage Bags	**2.7%**	1.9%	3.4%
Non-rigid Plastic Film	**5.9%**	3.5%	8.4%
Unacceptable Glass, Ceramics, and Porcelain	**0.3%**	0.0%	0.6%
Bulky Items	**0.0%**	-0.2%	0.2%
Disposable Diapers	**4.1%**	-2.4%	10.6%
All Other Garbage	**7.1%**	5.0%	9.2%
Liquids	**0.8%**	-3.2%	4.7%
Total Other Materials	**28.1%**	**23.8%**	**32.4%**
Total	**100.0%**		

Note: Columns may not appear to calculate correctly due to rounding.

Section 5
WCS Visual Audit Results

5.1 Introduction

The composition of waste in each load type (as defined in Section 2) for the visual audits is presented in this section. All results are expressed in both percentage by volume and by weight. The percentages by volume included in the tables and figures are the weighted average values for each material category. The percentages by volume also provide a 90 percent confidence interval for each material category. KCI employed bulk density factors from the US EPA and CalRecycle to convert the percent by volume to percent by weight of each material category. Table 5-1 shows the conversion factors used and their source. *Note: A confidence interval is not calculated for the percent by weight due to the methodology used to calculate the confidence interval from the raw data, which was measured in percent by volume.*

Caution is advised when using quantified data from visual audits. While KCI has developed a methodology to be as accurate, comprehensive, and consistent as possible with these audits, they are nevertheless limited based on what could be observed during the audit. Furthermore, applying a standard density factor to calculate the percent by weight has its own inherent inaccuracies as it does not always represent the actual bulk density of the material observed during the audit. However, they remain a strong tool for understanding quantities of material streams that are impractical or challenging to hand sort.

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Table 5-1: Density Factors Used to Convert Percent by Weight to Percent by Volume

Material Category	Density Factor (lbs./cy)	Source	Notes
Treated Wood	169	CalRecycle 2006	
Untreated Wood	169	CalRecycle 2006	
Carpet and Padding	105	US EPA 2016	Average of carpet and padding
Drywall	467	US EPA 2016	
Roofing Shingles	731	US EPA 2016	
Concrete	860	US EPA 2016	
Asphalt	773	US EPA 2016	
Rock	999	US EPA 2016	
Brick and Masonry	860	US EPA 2016	Assumed same as concrete
Fines and Grit	417	US EPA 2016	Remainder/Composite C&D
Fiberglass – Insulation	17	CalRecycle 2006	
Fiberglass – Rigid	50	CalRecycle 2006	Assume same as rigid plastics
Tile and Porcelain	860	US EPA 2016	Assumed same as concrete
Linoleum and Vinyl	416	CalRecycle 2006	Other C&D
Paned Glass	380	US EPA 2016	Assume similar to glass bottle
Bagged C&D Debris	150	*	Assumed same as bagged household garbage
Furniture	80	CalRecycle 2006	Bulky Items
Mattresses	80	CalRecycle 2006	Bulky Items
Corrugated Cardboard	53	CalRecycle 2006	
Other Paper	323	US EPA 2016	Mixed paper (loose)
Film	35	US EPA 2016	
Polystyrene Foam	32	US EPA 2016	
Rigid Plastics	50	CalRecycle 2006	Durable Plastic Items
PVC Pipe	50	CalRecycle 2006	Assume same as rigid plastics
Major Appliances	145	US EPA 2016	
HVAC Ducting	47	US EPA 2016	
Ferrous Scrap Metal	225	US EPA 2016	
Non-ferrous Scrap Metal	225	US EPA 2016	
Yard Waste	250	US EPA 2016	Uncompacted mix
Soil	929	CalRecycle 2006	
Bagged Yard Waste	250	US EPA 2016	Assumed same as yard waste
E-waste	438	CalRecycle 2006	
Household Hazardous Waste	1671	CalRecycle 2006	Composite Household Hazardous Waste
Tires	225	US EPA 2016	22.5 lb./tire, 10 tires/CY
Textiles	150	US EPA 2016	
Bagged Household Waste	150	*	Based on KCI experience
Mixed Residue/Loose MSW	150	*	Assumed same as bagged household garbage

Sources:
[1] US EPA, Volume-to-Weight Conversion Factors. April 2016. https://www.epa.gov/sites/production/files/2016-04/documents/volume_to_weight_conversion_factors_memorandum_04192016_508fnl.pdf
[2] CalRecycle: Integrated Waste Management Board, Targeted Statewide Waste Characterization Study: Detailed Characterization of Construction and Demolition Waste. June 2006. https://www2.calrecycle.ca.gov/Publications/Details/1185
*These conversion factors have been adjusted from the EPA and CalRecycle references based on KCI's experience.
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5.2 General Public Waste

Table 5-2 shows the composition of General Public waste estimated during the visual audits in percent by volume and the estimated composition by weight using density conversion factors. Figures 5-1 and 5-2 show the composition by volume and weight, respectively.

Key findings of the visual audit of General Public waste are as follows:

- C&D materials represented almost half of the waste stream by volume and over 75 percent by weight. The high density of these materials is the reasoning for the increased percent by weight. The major components were Treated Wood, Roofing Shingles, and Bagged C&D Debris.
- The second largest category group, Other Material represented over 30 percent by volume and approximately 17 percent by weight. Bagged Household Waste, Mixed Residue, and Tires represented the majority of this category group.
- Plastics, especially Film and Rigid Plastics, were another significant component (by volume), although this material only comprised a small percentage by weight (less than one percent).
- Paper, similar to Plastics, accounted for about 3 percent of the stream by volume but less than one percent by weight.
- About 5 percent by volume (3 percent by weight) of C&D Debris was comprised of metals.
- Total Organics accounted for approximately 1 percent of the stream by both volume and weight.

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Table 5-2: Composition of General Public Waste from Visual Audits

Material Category	Weighted Average (% by volume)	90% Confidence Interval		Average Density (lbs./cy)	Weighted Average (% by weight)
		Lower Bounds	Upper Bounds		
Treated Wood	**10.9%**	4.1%	17.7%	169	**6.1%**
Untreated Wood	**2.0%**	-0.3%	4.3%	169	**1.1%**
Carpet and Padding	**0.4%**	-0.5%	1.2%	105	**0.1%**
Drywall	**1.6%**	-2.8%	5.9%	467	**2.4%**
Roofing Shingles	**25.5%**	11.9%	39.2%	731	**61.4%**
Concrete	**0.0%**	0.0%	0.0%	860	**0.0%**
Asphalt	**0.0%**	0.0%	0.0%	773	**0.0%**
Rock	**0.0%**	0.0%	0.0%	999	**0.0%**
Brick and Masonry	**0.0%**	0.0%	0.0%	860	**0.0%**
Fines and Grit	**0.0%**	0.0%	0.0%	417	**0.0%**
Fiberglass - Insulation	**0.2%**	-0.2%	0.6%	17	**0.0%**
Fiberglass – Rigid	**0.0%**	0.0%	0.0%	50	**0.0%**
Tile and Porcelain	**0.3%**	-0.2%	0.7%	860	**0.8%**
Linoleum and Vinyl	**0.0%**	0.0%	0.0%	416	**0.0%**
Paned Glass	**0.0%**	0.0%	0.0%	380	**0.0%**
Bagged C&D Debris	**6.8%**	1.5%	12.1%	150	**3.4%**
Total C&D Debris	**47.7%**	33.3%	62.0%		**75.3%**
Furniture	**3.9%**	-3.6%	11.4%	80	**1.0%**
Mattresses	**0.5%**	-0.8%	1.8%	80	**0.1%**
Total Furniture	**4.4%**	-3.1%	11.9%		**1.2%**
Corrugated Cardboard	**2.6%**	1.3%	4.0%	53	**0.5%**
Other Paper	**0.0%**	0.0%	0.0%	323	**0.0%**
Total Paper	**2.6%**	1.3%	4.0%		**0.5%**
Film	**4.2%**	2.2%	6.1%	35	**0.5%**
Polystyrene Foam	**0.3%**	-0.2%	0.7%	32	**0.0%**
Rigid Plastics	**2.3%**	1.0%	3.7%	50	**0.4%**
PVC Pipe	**0.0%**	0.0%	0.0%	50	**0.0%**
Total Plastic	**6.7%**	4.7%	8.7%		**0.9%**
Major Appliances	**0.0%**	0.0%	0.0%	145	**0.0%**
HVAC Ducting	**0.0%**	0.0%	0.0%	47	**0.0%**
Ferrous Scrap Metal	**3.9%**	0.1%	7.8%	225	**2.9%**
Non-ferrous Scrap Metal	**0.9%**	0.4%	1.4%	225	**0.7%**
Total Metal	**4.9%**	1.1%	8.7%		**3.6%**
Yard Waste	**0.7%**	-0.6%	1.9%	250	**0.5%**
Soil	**0.1%**	-0.1%	0.2%	929	**0.2%**
Bagged Yard Waste	**0.7%**	0.3%	1.1%	250	**0.6%**
Total Organic	**1.4%**	0.0%	2.8%		**1.3%**
E-waste	**0.0%**	0.0%	0.0%	438	**0.0%**
Hazardous Waste	**1.9%**	0.3%	3.4%	150	**0.9%**
Tires	**5.3%**	-3.4%	13.9%	225	**3.9%**
Textiles	**0.2%**	-0.2%	0.6%	150	**0.1%**
Bagged Household Waste	**14.9%**	6.1%	23.7%	150	**7.4%**
Mixed Residue/Loose MSW	**10.0%**	3.9%	16.1%	150	**4.9%**
Total Other Material	**32.2%**	18.9%	45.6%		**17.2%**
Total	**100%**				**100%**

Note: Columns may not appear to add correctly due to rounding.

Figure 5-1: Composition of General Public Waste (% by volume)

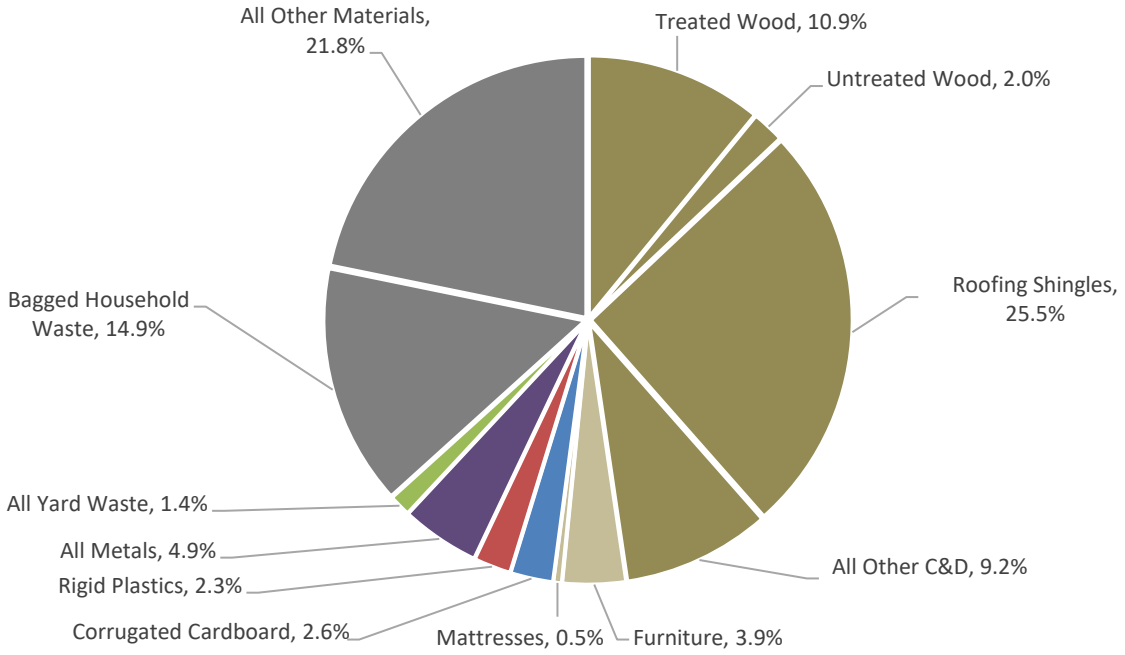
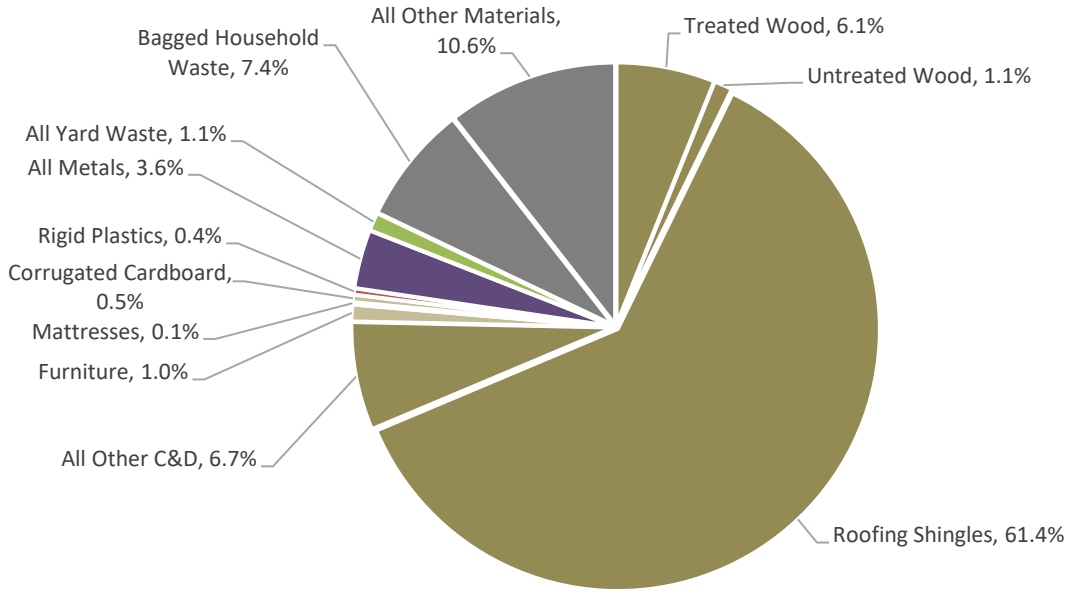


Figure 5-2: Composition of General Public Waste (% by weight)



Note: For these figures, the following categories have been combined:

- All Other C&D includes the categories Carpet & Padding, Drywall, Concrete, Asphalt, Rock, Brick and Masonry, Fines and Grit, Fiberglass – Insulation, Fiberglass – Rigid, Tile and Porcelain, Linoleum/Vinyl Paned Glass, and Bagged C&D Debris.
- All Metals includes the categories Major Appliances, HVAC Ducting, Ferrous Scrap Metal, and Non-ferrous Scrap Metal.
- All Yard Waste includes the categories of Yard Waste and Bagged Yard Waste.
- All Other Materials includes the categories of Other Paper, Film, Polystyrene Foam, PVC Pipe, Soil, E-waste, Hazardous Waste, Tires, Textiles, and Mixed Residue/Loose MSW.

5.3 C&D Debris

Table 5-3 shows the composition of C&D Debris estimated during the visual audits in percent by volume and the estimated composition by weight using density conversion factors. Figures 5-3 and 5-4 show the composition by volume and weight, respectively.

Key findings of the visual audit of C&D Debris are as follows:

- As expected, C&D materials were the most prominent type of material representing about 85 percent by volume and over 91 percent by weight. Major C&D material types included Untreated Wood (a significant amount of which were pallets), Treated Wood, and Drywall.
- Once again, Plastics were another significant component (by volume), although this material only comprised a small percentage by weight (one percent).
- Metals accounted for approximately 3 percent of the stream by both volume and weight.
- Other Materials, mostly Mixed Residue and Bagged Household Waste accounted for approximately 4 percent of the stream by weight.
- Furniture, Paper, and Organics did not account for any of the percent by weight.

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Table 5-3: Composition of C&D Debris from Visual Audits

Material Category	Weighted Average (% by volume)	90% Confidence Interval		Average Density (lbs./cy)	Weighted Average (% by weight)
		Lower Bounds	Upper Bounds		
Treated Wood	**15.5%**	-0.5%	31.6%	169	**12.2%**
Untreated Wood	**52.4%**	23.5%	81.4%	169	**41.3%**
Carpet and Padding	**0.0%**	0.0%	0.0%	105	**0.0%**
Drywall	**12.8%**	-5.5%	31.2%	467	**27.9%**
Roofing Shingles	**2.6%**	-2.5%	7.8%	731	**9.0%**
Concrete	**0.0%**	0.0%	0.0%	860	**0.0%**
Asphalt	**0.0%**	0.0%	0.0%	773	**0.0%**
Rock	**0.0%**	0.0%	0.0%	999	**0.0%**
Brick and Masonry	**0.0%**	0.0%	0.0%	860	**0.0%**
Fines and Grit	**0.0%**	0.0%	0.0%	417	**0.0%**
Fiberglass - Insulation	**0.0%**	0.0%	0.0%	17	**0.0%**
Fiberglass - Rigid	**0.0%**	0.0%	0.0%	50	**0.0%**
Tile and Porcelain	**0.0%**	0.0%	0.0%	860	**0.0%**
Linoleum and Vinyl	**0.0%**	0.0%	0.0%	416	**0.0%**
Paned Glass	**0.0%**	0.0%	0.0%	380	**0.0%**
Bagged C&D Debris	**1.7%**	-5.6%	9.0%	150	**1.2%**
Total C&D Debris	**85.1%**	70.7%	99.4%		**91.6%**
Furniture	**0.0%**	0.0%	0.0%	80	**0.0%**
Mattresses	**0.0%**	0.0%	0.0%	80	**0.0%**
Total Furniture	**0.0%**	0.0%	0.0%		**0.0%**
Corrugated Cardboard	**0.2%**	-0.2%	0.5%	53	**0.0%**
Other Paper	**0.0%**	0.0%	0.0%	323	**0.0%**
Total Paper	**0.2%**	-0.2%	0.5%		**0.0%**
Film	**4.6%**	-1.7%	10.9%	35	**0.8%**
Polystyrene Foam	**0.0%**	0.0%	0.0%	32	**0.0%**
Rigid Plastics	**1.2%**	-1.2%	3.6%	50	**0.3%**
PVC Pipe	**0.0%**	0.0%	0.0%	50	**0.0%**
Total Plastic	**5.8%**	-1.0%	12.5%		**1.0%**
Major Appliances	**0.0%**	0.0%	0.0%	145	**0.0%**
HVAC Ducting	**0.0%**	0.0%	0.0%	47	**0.0%**
Ferrous Scrap Metal	**2.8%**	-2.3%	7.9%	225	**2.9%**
Non-ferrous Scrap Metal	**0.2%**	-0.2%	0.5%	225	**0.2%**
Total Metal	**3.0%**	-2.3%	8.2%		**3.1%**
Yard Waste	**0.0%**	0.0%	0.0%	250	**0.0%**
Soil	**0.0%**	0.0%	0.0%	929	**0.0%**
Bagged Yard Waste	**0.0%**	0.0%	0.0%	250	**0.0%**
Total Organic	**0.0%**	0.0%	0.0%		**0.0%**
E-waste	**0.0%**	0.0%	0.0%	438	**0.0%**
HHW	**0.0%**	0.0%	0.0%	150	**0.0%**
Tires	**0.0%**	0.0%	0.0%	225	**0.0%**
Textiles	**0.3%**	-0.6%	1.2%	150	**0.2%**
Bagged Household Waste	**2.3%**	-0.8%	5.4%	150	**1.6%**
Mixed Residue/Loose MSW	**3.4%**	0.3%	6.5%	150	**2.4%**
Total Other Material	**6.0%**	0.2%	11.9%		**4.2%**
Total	**100%**				**100%**

Note: Columns may not appear to add correctly due to rounding.

Figure 5-3: Composition of C&D Debris (% by volume)

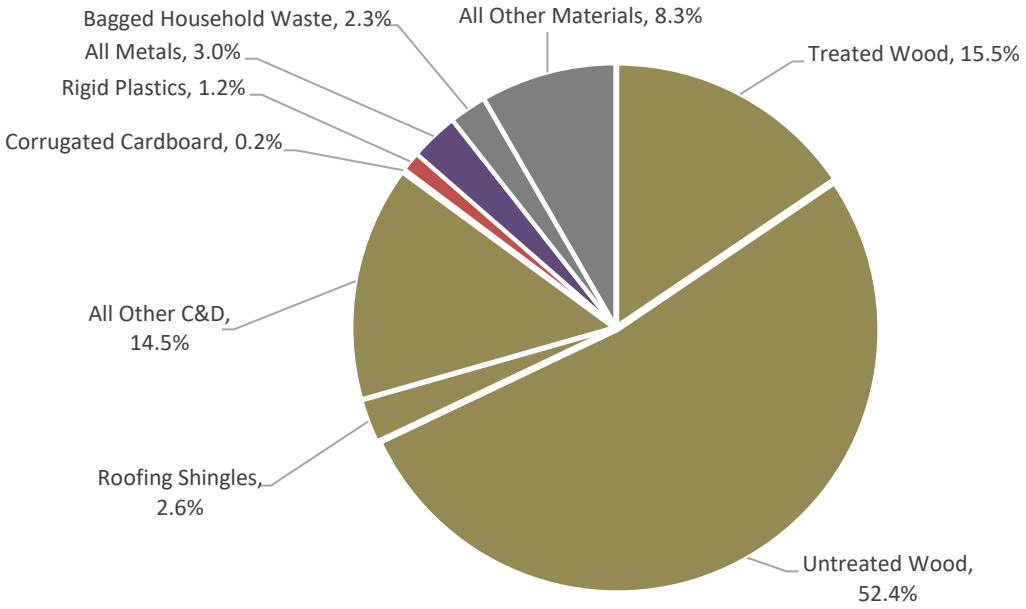
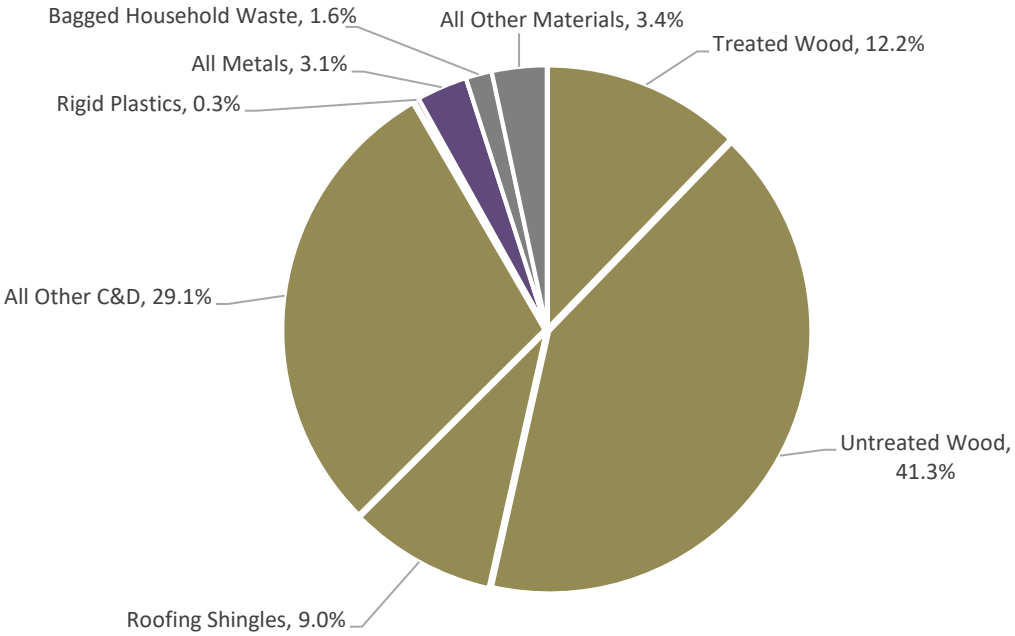


Figure 5-4: Composition of C&D Debris (% by weight)



Note: For these figures, the following categories have been combined:

- All Other C&D includes the categories Carpet & Padding, Drywall, Concrete, Asphalt, Rock, Brick and Masonry, Fines and Grit, Fiberglass – Insulation, Fiberglass – Rigid, Tile and Porcelain, Linoleum/Vinyl Paned Glass, and Bagged C&D Debris.
- All Metals includes the categories Major Appliances, HVAC Ducting, Ferrous Scrap Metal, and Non-ferrous Scrap Metal.
- All Yard Waste includes the categories of Yard Waste and Bagged Yard Waste.
- All Other Materials includes the categories of Other Paper, Film, Polystyrene Foam, PVC Pipe, Soil, E-waste, Hazardous Waste, Tires, Textiles, and Mixed Residue/Loose MSW.

5.4 Mixed Dumpsters

Table 5-4 shows the composition of Mixed Dumpster loads estimated during the visual audits in percent by volume and the estimated composition by weight using density conversion factors. Figures 5-5 and 5-6 show the composition by volume and weight, respectively.

Key findings of the visual audit of Mixed Dumpsters are as follows:

- As with the other bulky waste streams, C&D materials were the most prominent type of material in the Mixed Dumpsters, representing about 52 percent by volume and 62 percent by weight. Treated and untreated wood represented the majority of the C&D materials.
- Over 15 percent of the waste by volume and almost 13 percent by weight was other materials, mostly bagged household waste and mixed residue/loose MSW.
- Metals represented approximately 9 percent (both by volume and weight) of the waste stream and was mainly comprised of Major Appliances, Ferrous Scrap Metal, and Non-ferrous Scrap Metal.
- Furniture and Mattresses represented about 10 percent by volume but only 4 percent by weight of the waste stream.
- Organics comprised about 5 percent by volume and 9 percent by weight.
- Paper and Plastic represented only about 1 percent each by weight of the waste stream.

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Table 5-4: Composition of Mixed Dumpsters from Visual Audits

Material Category	Weighted Average (% by volume)	90% Confidence Interval		Average Density (lbs./cy)	Weighted Average (% by weight)
		Lower Bounds	Upper Bounds		
Treated Wood	**43.4%**	23.9%	62.9%	169	**40.3%**
Untreated Wood	**1.0%**	-1.7%	3.8%	169	**1.0%**
Carpet and Padding	**0.4%**	0.0%	0.7%	105	**0.2%**
Drywall	**1.0%**	-0.9%	2.8%	467	**2.5%**
Roofing Shingles	**1.4%**	-1.0%	3.7%	731	**5.5%**
Concrete	**0.1%**	-0.2%	0.5%	860	**0.6%**
Asphalt	**0.0%**	0.0%	0.0%	773	**0.0%**
Rock	**0.3%**	-0.6%	1.2%	999	**1.7%**
Brick and Masonry	**1.2%**	-0.7%	3.2%	860	**5.8%**
Fines and Grit	**0.0%**	0.0%	0.0%	417	**0.0%**
Fiberglass - Insulation	**0.0%**	0.0%	0.0%	17	**0.0%**
Fiberglass - Rigid	**0.0%**	0.0%	0.0%	50	**0.0%**
Tile and Porcelain	**0.3%**	-0.6%	1.3%	860	**1.6%**
Linoleum and Vinyl	**0.0%**	0.0%	0.0%	416	**0.0%**
Paned Glass	**0.9%**	-0.9%	2.8%	380	**1.9%**
Bagged C&D Debris	**1.5%**	-0.5%	3.5%	150	**1.2%**
Total C&D Debris	**51.6%**	31.3%	71.9%		**62.3%**
Furniture	**8.4%**	-3.4%	20.1%	80	**3.7%**
Mattresses	**1.4%**	-1.4%	4.1%	80	**0.6%**
Total Furniture	**9.7%**	-4.7%	24.2%		**4.3%**
Corrugated Cardboard	**5.1%**	-5.7%	16.0%	53	**1.5%**
Other Paper	**0.0%**	0.0%	0.0%	323	**0.0%**
Total Paper	**5.1%**	-5.7%	16.0%		**1.5%**
Film	**2.7%**	-0.3%	5.7%	35	**0.5%**
Polystyrene Foam	**0.5%**	-0.5%	1.4%	32	**0.1%**
Rigid Plastics	**1.1%**	-0.4%	2.6%	50	**0.3%**
PVC Pipe	**0.1%**	-0.1%	0.2%	50	**0.0%**
Total Plastic	**4.4%**	1.1%	7.6%		**0.9%**
Major Appliances	**3.7%**	0.9%	6.5%	145	**2.9%**
HVAC Ducting	**0.0%**	0.0%	0.0%	47	**0.0%**
Ferrous Scrap Metal	**2.8%**	-0.1%	5.6%	225	**3.4%**
Non-ferrous Scrap Metal	**2.5%**	-4.9%	9.8%	225	**3.0%**
Total Metal	**8.9%**	1.4%	16.3%		**9.4%**
Yard Waste	**3.5%**	-2.9%	9.9%	250	**4.8%**
Soil	**0.6%**	-1.2%	2.4%	929	**3.1%**
Bagged Yard Waste	**0.6%**	-1.2%	2.4%	250	**0.8%**
Total Organic	**4.7%**	-3.4%	12.9%		**8.8%**
E-waste	**0.0%**	0.0%	0.0%	438	**0.0%**
HHW	**0.4%**	-0.3%	1.0%	150	**0.3%**
Tires	**0.0%**	0.0%	0.0%	225	**0.0%**
Textiles	**0.6%**	0.0%	1.1%	150	**0.5%**
Bagged Household Waste	**8.0%**	2.1%	13.8%	150	**6.6%**
Mixed Residue/Loose MSW	**6.6%**	2.9%	10.4%	150	**5.5%**
Total Other Material	**15.5%**	6.2%	24.8%		**12.8%**
Total	**100%**				**100%**

Note: Columns may not appear to add correctly due to rounding.

Figure 5-5: Composition of Mixed Dumpsters (% by volume)

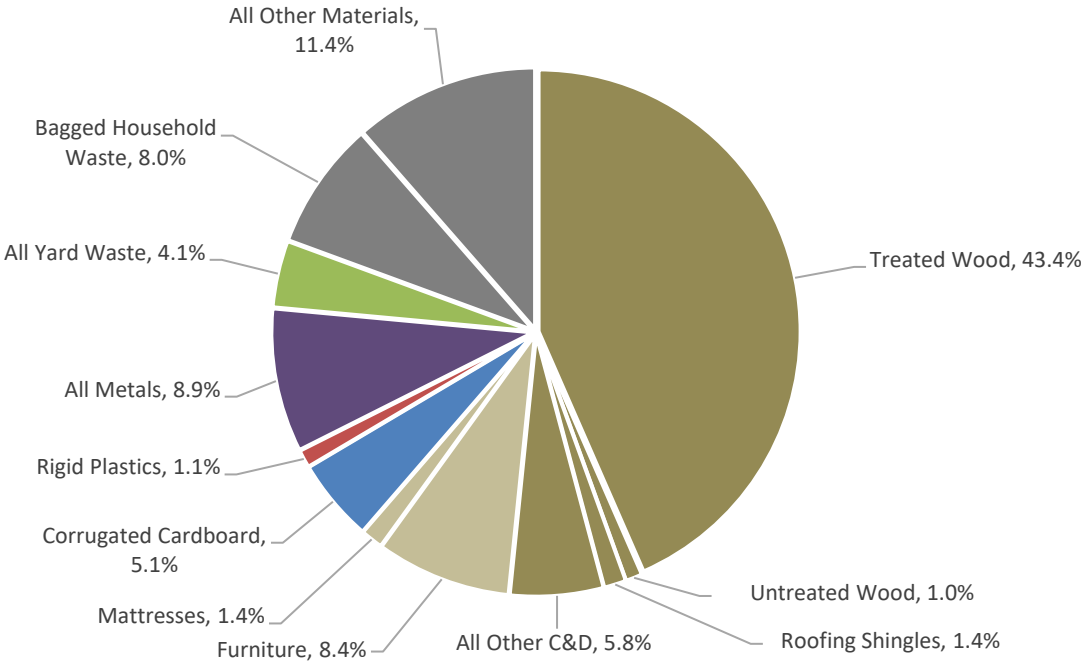
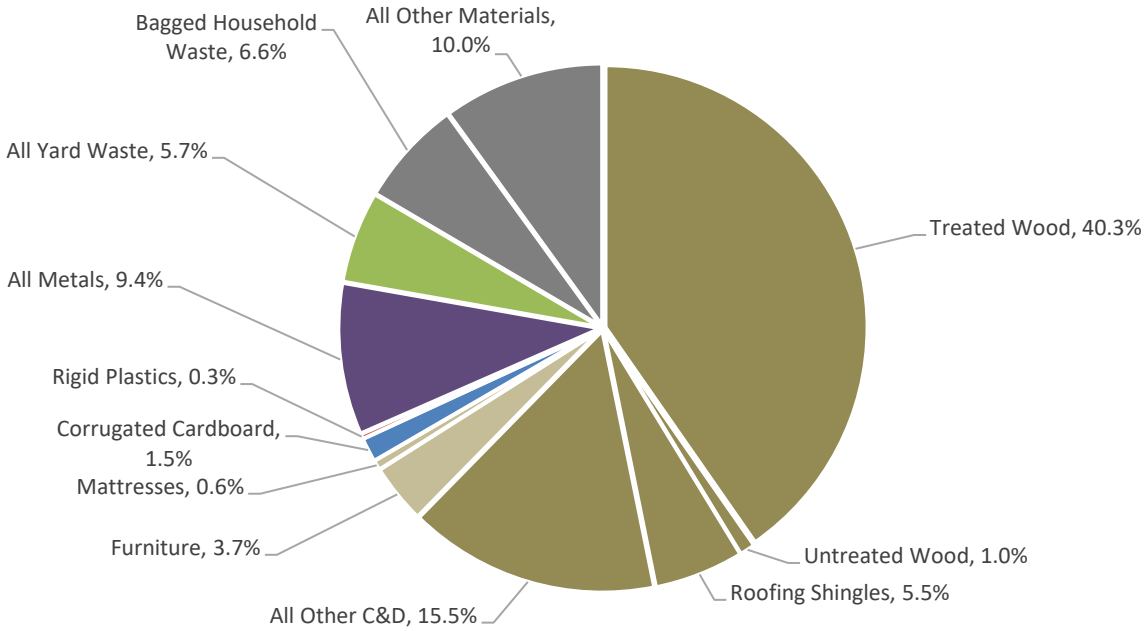


Figure 5-6: Composition of Mixed Dumpsters (% by weight)



Note: For these figures, the following categories have been combined:

- All Other C&D includes the categories Carpet & Padding, Drywall, Concrete, Asphalt, Rock, Brick and Masonry, Fines and Grit, Fiberglass – Insulation, Fiberglass – Rigid, Tile and Porcelain, Linoleum/Vinyl Paned Glass, and Bagged C&D Debris.
- All Metals includes the categories Major Appliances, HVAC Ducting, Ferrous Scrap Metal, and Non-ferrous Scrap Metal.
- All Yard Waste includes the categories of Yard Waste and Bagged Yard Waste.
- All Other Materials includes the categories of Other Paper, Film, Polystyrene Foam, PVC Pipe, Soil, E-waste, Hazardous Waste, Tires, Textiles, and Mixed Residue/Loose MSW.

Section 6
Discussion of Findings

6.1 Regional Aggregate Waste Composition

Table 6-1 and Figure 6-1 shows the total composition of all waste sampled throughout the region. This is calculated by applying the composition of each generator sector to the relative tonnage generated by each (as shown in Table 2-9).

Key Findings:

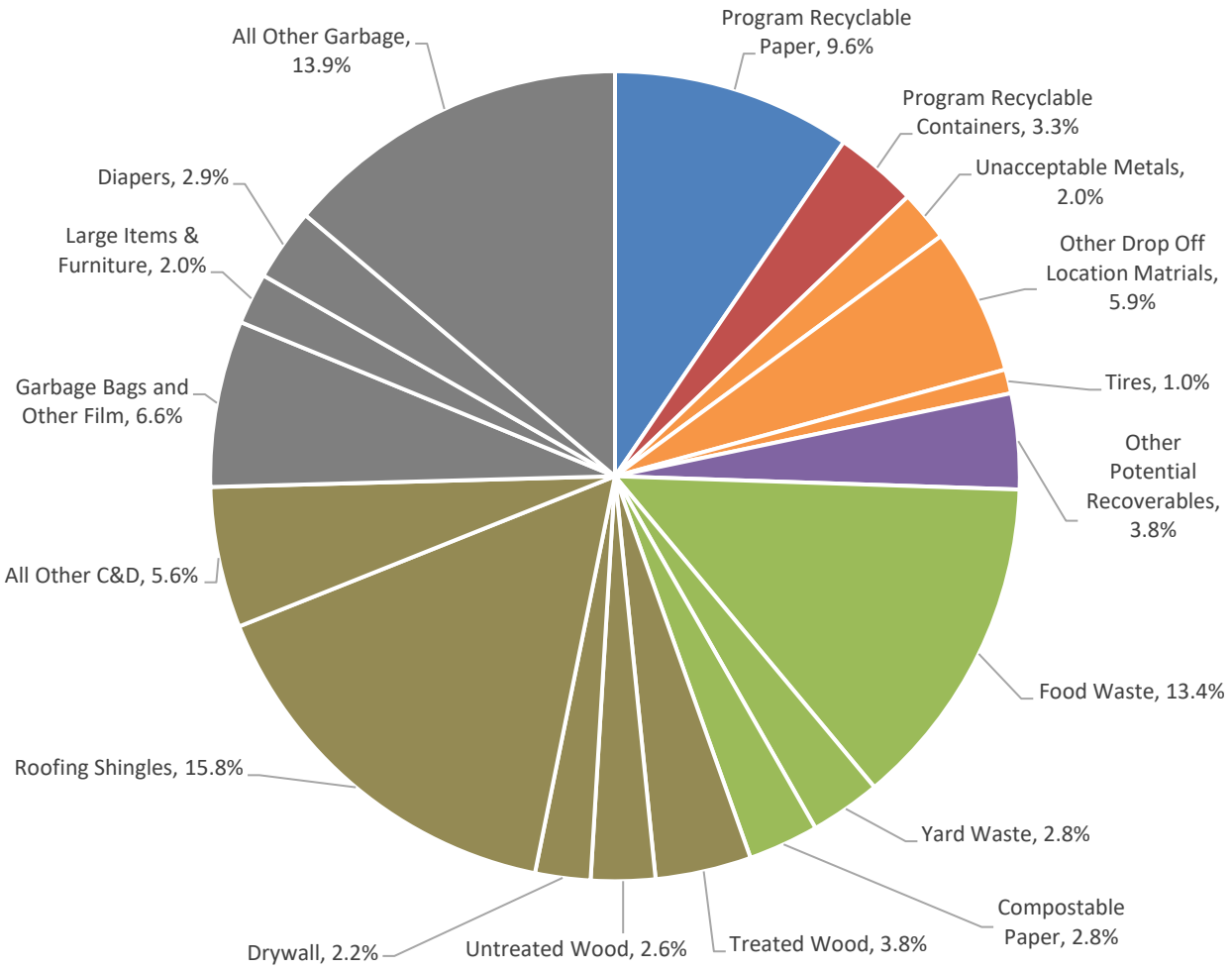
- Almost 14 percent of the waste stream consisted of Program Recyclables (i.e., materials mostly accepted for recovery and processing throughout the region).
    - Program Recyclable Paper made up about 10 percent of the MSW, primarily Mixed Recyclable paper (6.7 percent) and Corrugated Cardboard (3.5 percent).
    - The remaining 7 percent consisted of Program Recyclable Containers, mostly PET Bottles (#1).
- Drop-off Location Materials represented approximately 8 percent of the overall waste steam.
    - Textiles and Shoes (3.5 percent), Unacceptable Metals (1.9 percent), and Glass Bottles and Jars (1.5 percent) accounted for majority of this material category.
- Potential Recoverables represented approximately 5 percent of the waste stream.
    - All material categories within the Potential Recoverables grouping represented less than 1 percent of the waste stream.
- Potential Compostables made up 20 percent of the waste stream.
    - Food Waste (13.8 percent) was the largest single material category, found entirely in hand-sorted waste.
    - Compostable Paper and Yard Waste each represented about 4 percent.
- C&D Debris accounted for over 26 percent of the waste stream almost entirely found in the visual audits.
    - Roofing Shingles made up approximately 14 percent of the waste stream.
    - Other major components included Mixed C&D Waste (4.7 percent), Treated Wood (3.3 percent), and Untreated Wood (3.3 percent).
- Nearly 27 percent of the waste stream consisted of Other Materials.
    - All Other Garbage, comprising small items of mixed materials and/or materials not falling in other categories, accounted for almost 10 percent.
    - Non-rigid plastic film made up nearly 6 percent, mostly observed during hand-sorting.
    - Over 3 percent of the waste was Disposable Diapers, found exclusively in hand-sorted waste.

Table 6-1: Composition of Regional Waste (% by weight)

Material Category	BMSWD Residential	BMSWD C&D	BMSWD Mixed Dumpsters	BMSWD General Public	Fayetteville Residential	Fayetteville MF & Comm.	Combined
Corrugated Cardboard	2.9%	0.0%	1.5%	0.5%	3.1%	7.0%	**3.4%**
Mixed Recyclable Paper	9.0%	0.0%	0.0%	0.0%	11.4%	8.1%	**6.1%**
Total Program Recyclable Paper	**11.9%**	**0.0%**	**1.5%**	**0.5%**	**14.5%**	**15.1%**	**9.6%**
PET Bottles, Jugs, Jars – Clear (#1)	2.5%	-	-	-	1.7%	1.5%	**1.2%**
PET Bottles, Jugs, Jars – Op/Pigment (#1)	0.3%	-	-	-	0.1%	0.0%	**0.1%**
Natural HDPE Bottles (#2)	1.0%	-	-	-	0.5%	0.4%	**0.4%**
Colored HDPE Bottles (#2)	0.7%	-	-	-	0.4%	0.4%	**0.3%**
Tin/Steel Cans	1.6%	-	-	-	0.8%	0.6%	**0.6%**
Aluminum Cans	1.5%	-	-	-	1.1%	1.1%	**0.8%**
Total Program Recyclable Containers	**7.8%**	**0.0%**	**0.0%**	**0.0%**	**4.7%**	**4.0%**	**3.3%**
Unacceptable Metals	0.6%	3.1%	9.4%	3.6%	1.4%	0.7%	**2.0%**
Glass Bottles and Jars	4.1%	-	-	-	1.2%	2.0%	**1.5%**
Textiles and Shoes	3.4%	0.2%	0.5%	0.1%	6.3%	4.4%	**3.2%**
Hazardous/Special Waste	0.9%	0.0%	0.3%	0.9%	0.3%	0.3%	**0.5%**
Batteries	0.0%	-	-	-	0.0%	0.0%	**0.0%**
E-Waste & Small Appliances	1.0%	0.0%	0.0%	0.0%	1.1%	0.8%	**0.6%**
Sharps	0.1%	-	-	-	0.1%	0.1%	**0.1%**
Tires	0.0%	0.0%	0.0%	3.9%	0.0%	0.0%	**1.0%**
Total Drop-off Location Materials	**10.1%**	**3.3%**	**10.1%**	**8.5%**	**10.4%**	**8.3%**	**8.8%**
Aseptic Containers	0.6%	-	-	-	0.5%	1.2%	**0.6%**
PET Clamshells (#1)	0.2%	-	-	-	0.4%	0.1%	**0.1%**
PET Drink Cups (#1)	0.0%	-	-	-	0.0%	0.1%	**0.0%**
Other PET Non-bottle – Clear (#1)	0.1%	-	-	-	0.4%	0.3%	**0.2%**
Other PET Non-bottle – Op/Pigment. (#1)	0.1%	-	-	-	0.1%	0.2%	**0.1%**
HDPE Non-Bottle Containers (#2)	0.1%	-	-	-	0.1%	0.0%	**0.0%**
PP Bottles, Jugs, Jars (#5)	0.2%	-	-	-	0.2%	0.1%	**0.1%**
PP Clamshells (#5)	0.1%	-	-	-	0.2%	0.1%	**0.1%**
PP Tubs (#5)	0.6%	-	-	-	0.8%	0.6%	**0.4%**
PP Drink Cups (#5)	0.2%	-	-	-	0.5%	0.2%	**0.2%**
Other PP Non-bottle Rigids (#5)	0.1%	-	-	-	0.3%	0.1%	**0.1%**
Other Plastic Drink Cups (#3, #4, #6, #7)	0.1%	-	-	-	0.1%	0.1%	**0.1%**
Other Sm. Rigid Pkg. Cont. (#3, #4, #6, #7)	0.2%	-	-	-	0.0%	0.1%	**0.1%**
Expanded Polystyrene Foam	0.8%	0.0%	0.1%	0.0%	1.1%	0.7%	**0.6%**
Bulky Rigid Plastics	1.2%	0.3%	0.3%	0.4%	0.7%	1.0%	**0.7%**
Aluminum Foil and Trays	0.4%	-	-	-	0.7%	0.3%	**0.3%**
Mattresses	-	0.0%	0.6%	0.1%	-	-	**0.1%**
Total Potential Recoverables	**5.1%**	**0.3%**	**1.0%**	**0.5%**	**6.2%**	**5.2%**	**3.8%**
Compostable Paper	4.6%	-	-	-	4.6%	3.9%	**2.8%**
Food Waste	21.5%	-	-	-	14.7%	23.4%	**13.4%**
Yard Waste	4.8%	0.0%	8.8%	1.3%	6.4%	0.5%	**2.8%**
Total Potential Compostables	**31.0%**	**0.0%**	**8.8%**	**1.3%**	**25.8%**	**27.8%**	**19.0%**
Treated Wood	-	12.2%	40.3%	6.1%	-	-	**3.8%**
Untreated Wood	-	41.3%	1.0%	1.1%	-	-	**2.6%**
Drywall	-	27.9%	2.5%	2.4%	-	-	**2.2%**
Roofing Shingles	-	9.0%	5.5%	61.4%	-	-	**15.8%**
Other C&D	-	0.0%	11.8%	0.9%	-	-	**0.7%**
Mixed C&D Waste	3.9%	1.2%	1.2%	3.4%	1.8%	9.7%	**4.9%**
Total C&D	**3.9%**	**91.6%**	**62.3%**	**75.3%**	**1.8%**	**9.7%**	**30.0%**
Soiled Pizza Boxes	0.4%	-	-	-	0.2%	0.1%	**0.1%**
Non-recyclable Paper	4.1%	-	-	-	4.0%	3.0%	**2.3%**
Unacceptable Rigid Plastics	1.3%	-	-	-	2.0%	0.7%	**0.8%**
Plastic Garbage Bags	2.4%	-	-	-	2.5%	2.8%	**1.7%**
Non-rigid Plastic Film	5.0%	0.8%	0.5%	0.5%	9.6%	6.6%	**4.9%**
Unacceptable Glass, Ceramics, & Porcelain	0.4%	-	-	-	0.6%	0.7%	**0.4%**
Large Items & Furniture	1.0%	0.0%	3.7%	1.0%	2.1%	3.4%	**2.0%**
Disposable Diapers	5.3%	-	-	-	4.2%	4.1%	**2.9%**
All Other Garbage	9.3%	4.0%	12.0%	12.3%	11.1%	7.1%	**9.5%**
Liquids	1.2%	-	-	-	0.3%	1.4%	**0.7%**
Total Other Materials	**30.4%**	**4.7%**	**16.2%**	**13.8%**	**36.6%**	**29.9%**	**25.4%**
Total	**100%**	**100%**	**100%**	**100%**	**100%**	**100%**	**100%**
Annual Tons	**12,458**	**4,805**	**3,666**	**21,629**	**17,813**	**27,875**	**88,245**
Source Fraction	**14.1%**	**5.4%**	**4.2%**	**24.5%**	**20.2%**	**31.6%**	**100.0%**

Note: Dashes represent that the material was not individually targeted in either the hand sort or visual audit. Columns may not appear to add correctly due to rounding.

Figure 6-1: Composition of Regional Waste (% by weight)



Note: For this figure, the following categories have been combined:

- Program Recyclable Paper includes Corrugated Cardboard and Mixed Recyclable Paper.
- Program Containers includes PET Bottles, Jugs, Jars – Clear (#1), PET Bottles Jugs, Jars – Opaque/Pigmented (#1), Natural HDPE Bottles (#2), Colored HDPE Bottles (#2), Tin/Steel Cans and Aluminum Cans
- Other Drop-off Location Materials includes Glass Bottles and Jars, Textiles and Shoes, Hazardous/Special Waste, Batteries, E-Waste & Small Appliances, and Sharps.
- Other Potential Recoverables includes Aseptic Containers, PET Clamshells (#1), PET Drink Cups (#1), Other PET Non-bottle (#1) - Clear, Other PET Non-bottle (#1) – Colored, HDPE Non-bottle Containers (#2), PP Bottles (#5), PP Clamshells (#5), PP Tubs (#5), PP Drink Cups (#5), Other PP Non-bottle (#5), Plastic Drink Cups (#3, #4, #6, #7), Other Plastic Containers (#3, #4, #6, #7), Expanded Polystyrene, Bulky Rigid Plastics, Aluminum Foil and Trays, and Mattresses.
- All Other C&D includes Other C&D and Mixed C&D.
- All Other Materials includes Soiled Pizza Boxes, Non-recyclable Paper, Unacceptable Glass, Ceramics, and Porcelain, Large Items & Furniture, All Other Garbage, and Liquids

6.2 Potential Opportunities

WCS results reveal multiple opportunities for recovery and source reduction from a variety of material streams across the BMSWD operating region. These opportunities may increase diversion and reduce the final tonnages requiring landfill disposal. While a comprehensive analysis is beyond the scope of work for this project, KCI provides the following preliminary opportunities based on our knowledge of the region and industry experience.

6.2.1 BMSWD

Results from the BMSWD WCS demonstrate the potential to recover over 82 percent of the current waste stream that is transported for landfill disposal. Of this, over 12 percent are potentially recoverable with existing infrastructure. Table 6-2 identifies material groups and percent of the total composition that are potentially recoverable.

Table 6-2: Potentially Recoverable Materials in the Total Municipal Solid Waste (MSW) Stream

Material Category/Group	Percentage in Total Mixed Garbage
Program Recyclable Paper[1]	3.9%
Program Recyclable Containers[1]	2.3%
Drop-off Location Materials[2]	7.5%
Potential Recoverables[3]	1.9%
Potential Compostable	10.5%
C&D Debris[4]	55.1%
Total	**82.2%**

[1]Materials currently accepted in recyclable programs throughout the area.
[2]Materials currently accepted at drop-off locations in the area.
[3]Materials that are not currently accepted but could be accepted with modifications to facilities and marketing (i.e., mixed rigid plastics, ferrous metals, etc.).
[4]Material that could be diverted for C&D processing and recovery with final disposal to a C&D landfill.

Overall BMSWD Recovery Opportunities

Identification of in-bound material streams.

- As presented to BMSWD in the WCS Phase I results, implementation of an on-site scale house attendant and a card reader system at the scale house could offer multiple opportunities for the identification of material loads, understanding of material streams being tipped, and assurance that they are tipped at the proper location, as well as the generation of reports that may prove helpful to tracking high volume users, as well as repeat haulers carrying mixed loads. *Note: While materials are not typically identified by generator stream, KCI, working closely in coordination with BMSWD staff, was able to label over 90 percent of material arriving to the transfer station into the categories utilized herein.*

Separation of waste from C&D debris.

- At over 55 percent, C&D debris is the largest material stream being accepted, transported, and disposed within the BMSWD operating region. For communities with

this scale of C&D debris, requirement for the separation of C&D from waste and the development of a C&D processing facility could prove extremely advantageous to reducing the total tonnages managed and disposed of within the region. This may extend landfill life, foster new job growth through the processing and end-markets, and retain materials at their best and highest use.

Improving recovery of Potential Compostables.

- Potential Compostables accounted for over 10 percent of the waste stream. With proper separation systems (i.e., Yard Waste from MSW) and potential new composting infrastructure the BMSWD operating region could significantly reduce their landfill disposal. Additionally, implementation and enhancement of food recovery systems for this region could reduce tonnages while working toward solutions for food insecurity needs of the region.

Modifying recycling programing to include recovery of Potential Recoverables.

- While current materials such as mixed rigid plastics and ferrous metals are not currently identified as Program Recyclables, commodity markets do exist. Through proper separation or inclusion into any recyclables processing contracts, BMSWD could recover this material at almost 4 percent of the total waste stream.

The single-family residential waste stream for SMWD is significantly different than the overall disposal stream identified above. Table 6-3 reveals that over 66 percent of the total tonnages disposed could be recovered with almost 30 percent of this potential under existing recyclables processing infrastructure.

Table 6-3: Potentially Recoverable Materials in the Single-Family Residential Garbage Stream

Material Category/Group	Percentage in Total Mixed Garbage
Program Recyclable Paper[1]	12.2%
Program Recyclable Containers[1]	9.3%
Drop-off Location Materials[2]	8.4%
Potential Recoverables[3]	6.3%
Potential Compostable	30.6 %
Total	**66.8%**

[1]Materials currently accepted in recyclable programs throughout the area.
[2]Materials currently accepted at drop-off locations in the area.
[3]Materials that are not currently accepted but could be accepted with modifications to facilities and marketing (i.e., mixed rigid plastics, ferrous metals, etc.).

BMSWD Single-family Residential Recovery Opportunities

Improving the capture of Program Recyclable Paper and Containers.

- BMSWD has an opportunity to recover over 21 percent of its single-family waste disposal stream with existing recyclables processing systems. Measures identified in the *Northwest Arkansas Regional Waste Reduction & Recycling Optimization Study* such as developing collection and processing specifications for use in all recyclables contracting across the region can standardize targeted recyclable materials and ensure greater

capture, as well as improve reporting to help jurisdictions understand the tonnages of materials being recovered. Additionally, BMSWD may consider other strategies identified in the study such as region-wide implementation of curbside recycling and implementing a branding and outreach campaign to foster awareness of collection systems and the targeted recyclable materials contractually defined for collection by authorized haulers.

Understand recyclables capture rates by performing a future BMSWD Capture Study to help inform targeted material outreach and other regional programming.

- To further understand the amount of recyclables currently being recovered versus those identified here for disposal, BMSWD could conduct a future capture study. This study would analyze both the waste and recycling streams, to gain insights into disposal and recycling rates. This could inform targeted outreach efforts to address materials with low recycling capture rates, such as plastics, which may be under collected due to confusion about accepted items.

6.2.2 City of Johnson

Results from the City of Johnson WCS demonstrate the potential to recover over 69 percent of the current waste stream that is transported for landfill disposal. Of this, over 30 percent are potentially recoverable with existing infrastructure. Table 6-4 identifies material groups and percent of the total composition that are potentially recoverable.

Table 6-4: Potentially Recoverable Materials in the Single-Family Residential MSW

Material Category/Group	Percentage in Total Mixed Garbage
Program Recyclable Paper[1]	14.3%
Program Recyclable Containers[1]	6.3%
Drop-off Location Materials[2]	9.7%
Potential Recoverables[3]	6.0%
Potential Compostable	33.0%
Total	**69.3%**

[1]Materials currently accepted in recyclable programs throughout the area.
[2]Materials currently accepted at drop-off locations in the area.
[3]Materials that are not currently accepted but could be accepted with modifications to facilities and marketing (i.e., mixed rigid plastics, ferrous metals, etc.).

City of Johnson Single-family Residential Recovery Opportunities

Mandate single family residential recycling.

- Standardize recycling across the city by requiring all single-family residential units to utilize curbside recycling under a set contractual structure with clearly identified program recyclables consistent with materials currently accepted for processing in the region.

Improving the capture of Program Recyclable Paper and Containers.

- Review current collection contracts and hauler permit processes to ensure a standardized list of program recyclable paper and containers and partner with BMSWD

in the education and outreach on the importance of proper recycling, as well as enhance reporting requirements to track and inform the city on percentages of materials being recovered.

Ensure no mixing of material streams upon collection.

- Ensure curbside collection contracts or hauler permits require separation of material streams between garbage, recycling, and yard waste, and require no mixing of material streams in loads.

6.2.3 City of Fayetteville

The City of Fayetteville recycling stream showed minimal contamination, but there is still room for improvement to capture recyclables within the waste stream. Results from the City of Fayetteville Capture Study demonstrate the potential to recover over 63 percent of the current waste stream that is transported for landfill disposal. Of this, over 48 percent are potentially recoverable with existing or expanded infrastructure. Table 6-5 identifies material groups and percent of the total composition that are potentially recoverable. Appendix K depicts the overall composition of materials discarded in the City for single family residential and commercial in 2023 based on tonnage data provided by City staff and results of the Capture Study. It includes materials that were recycled, composted, and disposed.

Table 6-5: Potentially Recoverable Materials in the Single-family Residential MSW

Material Category/Group	Percentage in Total Mixed Garbage
Program Recyclable Paper[1]	14.5%
Program Recyclable Containers[1]	6.0%
Potential Recyclable Material[2]	0.2%
Drop-off Location Materials[3]	1.5%
Potential Recoverables[4]	15.4%
Potential Compostable	25.8%
Total	**63.4%**

[1]Materials currently accepted in the City's recyclable program.
[2]Materials not currently accepted in the City's recycling program but accepted elsewhere (i.e., PP bottles #5).
[3]Materials currently accepted at drop-off locations in the area.
[4]Materials that are not currently accepted but could be accepted with modifications to facilities and marketing (i.e., mixed rigid plastics, ferrous metals, etc.).

City of Fayetteville Single-family Residential Recovery Opportunities

Improve capture of Program Recyclable Paper and Containers.

- Over 20 percent of waste being disposed could be recovered with exiting recyclables processing infrastructure for Program Recyclable Paper and Containers. Current data shows that more recyclables are ending up in the trash rather than in the recycling stream. A deeper look at the issues contributing to this low capture rate, such as low customer participation and an inefficient collection process, is necessary. The breakdown of materials being discarded, as outlined in this report, could help shape targeted messaging aimed at improving overall recycling capture.

Improve capture of Potential Compostables.

- Expansion of the existing composting facility to accommodate Potential Compostables from the single-family residential sector could potentially reduce waste disposed by almost 26 percent. This could be through a full-scale expansion, on a pilot scale, or under regional partnership for a new region-wide facility.

Results also revealed opportunities for increasing capture rates in the Commercial and Multi-family sector that is currently being landfilled. As presented in Table 6-6, over 50 percent could be diverted with existing (or expanded, as tonnages may require) recyclables processing and composting infrastructure.

Table 6-6: Potentially Recoverable Materials in the Commercial and Multi-Family MSW

Material Category/Group	Percentage in Total Mixed Garbage
Program Recyclable Paper[1]	15.1%
Program Recyclable Containers[1]	6.0%
Potential Recyclable Material[2]	0.1%
Drop-off Location Materials[3]	1.2%
Potential Recoverables[4]	20.0%
Potential Compostable	27.8%
Total	**70.2%**

[1]Materials currently accepted in the City's recyclable program.
[2]Materials not currently accepted in the City's recycling program but are accepted elsewhere (i.e., PP bottles #5).
[3]Materials currently accepted at drop-off locations in the area.
[4]Materials that are not currently accepted but could be accepted with modifications to facilities and marketing (i.e., mixed rigid plastics, ferrous metals, etc.).

Appendix A:
City of Fayetteville
2024 Capture Study
Hand Sort Material Categories

#	Material Categories	Description of Categories
1	**Corrugated Cardboard**	Uncoated cardboard boxes with a wavy core, (no plastic liners, waxy coatings). Examples include shipping and moving boxes and packaging boxes. Includes clean pizza boxes (less than 50% coated with grease or food). *Does not include waxy or contaminated cardboard.*
2	**Mixed Recyclable Paper**	Printed or unprinted recyclable paper including white, colored, coated, and uncoated papers, envelopes, index cards, file folders, magazines, telephone books, catalogs, paperboard, chipboard, Kraft paper, brown paper bags, mail, paperback books, blueprints, and other printed material on glossy and non-glossy paper. Also includes newspaper (loose or tied) including other paper normally distributed inside newspaper such as ads, flyers, etc. and other items made from newsprint such as advertising guides. *Does not include shredded, contaminated, waxy, or metallic paper.*
3	**Wet Paper and Cardboard (Recyclables Only)**	Corrugated cardboard or mixed paper that is waterlogged or has lost structural integrity due to moisture. *Does not include damp or contaminated cardboard or paper.*
4	**Aseptic Boxes and Gable Top Cartons**	Aseptic Containers: poly-coated fiber and foil containers (e.g., Tetra Pak®) designed for shelf-stable packaging, most often containing juice drinks, coconut waters, and dairy substitutes including soy, almond, rice milk, etc. May also include soups, broths, sauces, and liquid refills. Cartons: poly-coated containers with a gable shaped top, most often containing refrigerated juice drinks, dairy products, and dairy substitutes. May also contain other foods (e.g., eggs, sugar, molasses, crackers, candies, etc.). *Does not include Chinese take-out cartons, ice cream cartons, or similar items.*
5	**Compostable Paper**	Low grade paper that is not recyclable, as well as paper contaminated with food or water-saturated paper. Examples include paper towels, uncoated paper plates/cups/bowls, fiber egg cartons, and tissues. *Does not include non-recyclable paper contaminated with food.*
6	**Soiled Pizza Boxes**	Pizza boxes with more than 50% coated with grease or food.
7	**Non-recyclable Paper**	Includes paper products with a plastic coating. Also includes items that are predominantly paper with other materials attached (e.g., orange juice cans and spiral notebooks) and other hard to recycle paper items such as carbon copy paper, receipts, hardcover books, and photographs. The items may be clean or food soiled. *Does not include contaminated paper or Corrugated Cardboard.*
8	**PET Bottles, Jugs, Jars - Clear (#1)**	Clear or light tinted translucent green/blue polyethylene terephthalate (PET #1) bottles, jars, and jugs. Examples include bottled water, other bottled beverages, salad dressing, food sauce, and some household cleaning products. Also includes jars or canisters, such as for peanut butter, that are blow molded or injection blow molded. Caps/lids left on if attached.
9	**PET Bottles, Jugs, Jars - Opaque/Pigmented (#1)**	Opaque/pigmented PET #1 bottles, jars, and jugs. Examples include non-transparent bottled beverages, salad dressing, food sauce, and some household cleaning products. Also includes jars or canisters, such as for peanut butter, that are blow molded or injection blow molded. Caps/lids left on if attached.
10	**PET Clamshells (#1)**	Clamshell-style to-go containers made from PET #1 of any color.
11	**PET Drink Cups (#1)**	Plastic single-use drinking cups made from PET #1 of any color.
12	**Other PET Non-bottle Rigids - Clear (#1)**	Other clear or translucent plastic single-use rigid containers that do not fit in other PET categories above, such as tubs, non-drinking cups, fruit or vegetable platters and frozen food trays, made of PET #1.

#	Material Categories	Description of Categories
13	**Other PET Non-bottle Rigids - Opaque/Pigmented (#1)**	Other opaque/pigmented plastic single-use rigid containers that do not fit in other PET categories above, such as tubs, non-drinking cups, fruit or vegetable platters and frozen food trays, that are not transparent and are made of PET #1.
14	**Natural HDPE Bottles (#2)**	Clear/natural plastic bottles coded high-density polyethylene (HDPE #2). Examples include milk jugs, vinegar bottles, and gallon water bottles. *Does not include loose caps and lids.*
15	**Colored HDPE Bottles (#2)**	Opaque, pigmented plastic bottles coded HDPE #2. Examples include detergent and shampoo bottles. *Does not include loose caps and lids.*
16	**Non-bottle HDPE Containers (#2)**	Wide-mouthed tubs and containers coded HDPE #2. Examples include large plastic coffee containers and plastic chip tubes, including lids.
17	**PP Bottles, Jars, Jugs (#5)**	Polypropylene (PP #5) screw top bottles such as tea and juice beverages, syrup bottles, shampoo/personal care product, prescription bottles and storage bottles or jars of any color. Caps/lids left on if attached.
18	**PP Clamshells (#5)**	Clamshell-style to-go containers made from PP #5.
19	**PP Tubs (#5)**	Clear or opaque/pigmented, round or squarish tubs made from PP #5, such as to-go soup containers, yogurt, and sour cream tubs. Includes smaller yogurt and fruit sauce cups.
20	**PP Drink Cups (#5)**	Plastic single-use drinking cups made from PP #5.
21	**Other PP Non-bottle Rigids (#5)**	Plastic single-use rigid containers that do not fit in other PP categories above made of PP #5.
22	**Other Plastic Drink Cups (#3, #4, #6, #7)**	Plastic single-use drinking cups that do not fit in other categories above. Examples include polystyrene (not foam) drinking cups.
23	**Other Small Rigid Packaging Containers (#3, #4, #6, #7)**	All single resin plastic containers coded #3, #4, #6, or #7 that do not fit in any categories above.
24	**Expanded Polystyrene Foam**	Food service polystyrene, polystyrene packaging, and packaging "peanuts." Any expanded foam product labeled #6.
25	**Bulky Rigid Plastics**	Non-container rigid plastic items such as clothes hangers, plastic drums, crates, buckets, baskets, toys, refuse totes, lawn furniture, flowerpots, laundry baskets, and other large plastic items. *Does not include electronic or electric toys, or bulky items consisting of mixed material.*
26	**Unacceptable Rigid Plastics**	All other rigid plastics not categorized elsewhere. Examples include loose caps/lids (less than 2" in diameter), and predominately plastic with other materials attached such as disposable razors, pens, lighters, fast food lids and straws, toothbrushes, plastic cutlery, and 3-ring binders.
27	**Tin/Steel Cans**	Tin-plated steel cans, usually food containers, including labels. Includes steel caps. *Does not include paint cans.*
28	**Aluminum Cans**	Aluminum soft drink, beer, and food cans.
29	**Aluminum Foil and Trays**	Aluminum foil and food trays, such as disposable pie plates and catering trays.
30	**Unacceptable Metals**	All ferrous/magnetic and nonferrous/non-magnetic metal products such as wire hangers and metal scrap such as window frames and cookware, including stainless steel, empty and punctured tanks for liquid and gaseous fuels, oil filters, metal car parts, and all other items containing a mixture of metals, or metals and other

#	Material Categories	Description of Categories
		materials, whose weight is derived significantly from the metal portion of its construction.
31	**Glass Bottles and Jars**	Any color soda, liquor, wine, juice, beer, and food bottles, jars, and containers, as well as broken container glass pieces ½" or greater in size.
32	**Unacceptable Glass, Ceramics, and Porcelain**	Window glass, light bulbs (except fluorescent tubes), mirrors, and glassware. Also includes finished ceramic or porcelain products such as dishware, toilets, etc.
33	**Food Waste**	All loose or containerized food waste.
34	**Yard Waste**	Shrub and brush prunings, household bedding plants, weeds, leaves, grass clippings, and other landscaping and gardening wastes. Includes planting media (soil, compost, peat moss, etc.).
35	**Textiles and Shoes**	Clothing, rags, and accessories made of natural and synthetic textiles such as cotton, wool, silk, woven nylon, rayon, polyester, leather, and other materials. Examples include pants, shirts, fabric purses, bed sheets, towels, and shoes. Includes carpet and carpet padding.
36	**Construction and Demolition (C&D) Waste**	Dimensional lumber, pallets/crates, treated/contaminated wood, gypsum, insulation, rock/concrete/bricks, asphalt shingles/roofing, other construction debris, and mixed fine building material scraps.
37	**Hazardous/Special Waste**	Paints and solvents, glues, and adhesives, caulking compounds and grouts, hazardous cleaners and household chemicals, pesticides/herbicides, oil/gas/fuel tanks, and any substances or products containing potentially hazardous chemicals. Also includes non-hazardous soaps, cleaners, medicines, cosmetics, fire extinguishers, and other household chemicals.
38	**Batteries**	All small household batteries including single-use alkaline, lithium, button cell, or coin cell batteries and rechargeable Ni-MH, Ni-Cd, and lithium-ion batteries.
39	**Sharps**	All syringes or other kinds of injection devices.
40	**E-waste & Small Appliances**	Electronics and household appliances primarily composed of mixed materials (plastic, metal, and glass), such as coffee makers, microwaves, fans, irons, hair dryers, electrical kitchen ware, and salvageable items such as machinery.
41	**Bulky Items**	Includes items like furniture or other large materials that do not fit in other categories above.
42	**Tires**	Truck or car tires.
43	**Tanglers (Recyclables Only)**	Any materials that could potentially be tanglers during processing, such as hoses, extension cords, and Christmas lights.
44	**Bagged Recyclables (Recyclables Only)**	Any bagged material with less than 20% non-recyclables.
45	**Bagged Waste (Recyclables Only)**	Any bagged material with more than 20% non-recyclables or heavily contaminated recyclables. *Does not include clean, bagged recyclables.*
46	**Disposable Diapers**	Disposable baby diapers and adult protective undergarments.
47	**Other Contaminants (Recyclables) / All Other Garbage (Trash)**	Materials not included in the other categories, including composite materials, interlocked products that cannot be separated, pet waste, full containers of liquids (more than 25% full) **(Recyclables Only)**, film-wrapped paper **(Recyclables Only)**, and grit/fines (any material that fall through the ½" screen).
48	**Liquids**	All liquids in containers **(Trash Only)**. Liquids in container less than 25% full **(Recyclables Only).**

#	Material Categories	Description of Categories
49	**Single Resin PE (Polyethylene) Film**	All PE (principally LDPE #4 but also LLDPE #4 and HDPE #2) film and related materials. Examples include retail carryout sacks (not used for trash disposal), outer mail pouch made from polyethylene plastic, air cushion pillows, bubble wrap, LDPE component bags, product overwrap (paper towels, napkins, disposable cups and dinnerware), case wrap (e.g., film over cases of bottled water), bread bags (bread, muffins, bagels, tortillas), ice bags, bulk produce bags (apples, potatoes, excludes cherries & grapes), lay flat rice & sweeteners (not crinkly & glossy), food storage bags (e.g., Ziploc®), single use produce bag (found on rolls in produce aisles), cereal box liners (unless it tears like paper), frozen vegetable pillow bags, produce wrap (shrink-wrapped individual peppers, cucumbers), polybags (e.g., clothing overwrap bags), dry-cleaner bags, newspaper bags, furniture and electronic wrap, wet or gooey monolayer PE film (e.g., Saran Wrap® that has come into contact with food but no longer contains food).
50	**Single Resin PP (Polypropylene) Film**	All PP film and related materials. Examples include salad bags (prepared salads, greens), pre-wrapped vegetables, fruit bags with #5 resin identification code (cherries, grapes), any transparent flexible packaging with a #5 resin identification code (e.g., LEGO® bags), woven, large pet food bags, salty snack food bags without a silver inner lining, clear frozen food bag wrappers for meals packaged in a paperboard outer box, and pasta bags.
51	**Multi-material Laminated Packaging**	Lay flat packaging, some with an inner silver lining. Examples include chip bags (potato chips, corn chips) with or without a silver inner lining, cookie packaging outer wrap (with silver inner lining), ramen bags, meat wraps, including deli meat, hot dogs, etc., cheese wraps, microwaveable food packaging, cake mix and other dry powder box liners (if it tears like paper).
52	**Stand-up Pouches**	Flexible packaging in a stand-up pouch format, including resealable stand-up pouches and those with a rigid plastics closure. Combined stand-up pouches from single resin PE, single resin PP, and multi-material laminated packaging as defined above. Examples include baby food pouches, yogurt pouches, stand-up resealable pouches for granola, snacks, sugar, rice, baking mixes, frozen seafood, etc., juice pouches (like Capri Sun™), pet food pouches, crouton or other kinds of dry good pouches, coffee bags , and any other product example that comes in a 3D stand-up pouch.
53	**Plastic Garbage Bags**	Plastic garbage bags, including single-use shopping bags reused as garbage bags.
54	**Large, Film Bags**	Thick film bags associated with landscaping and products with typically outdoor uses. Examples include heavy gauge bags such as mulch, soils, compost, pellets, and winter salt.
55	**Unknown Film Type**	An “all other” category that falls outside of any of the above or is considered too small for capture (<2” in any direction). Examples include lay flat rice & sweeteners (if crinkly & glossy), meat top-wrap, frozen food bags (excluding veggie pillow bags), small candy and granola bar wrappers, compostable packaging, popsicle bags, cheese stick bags, six-pack rings (has an oxo-biodegradable additive), any film marked as compostable, sachets (small packets for single use ketchup, shampoo, etc.), and torn or broken pieces of larger packaging that cannot be identified.

Appendix B:
Boston Mountain Solid Waste District
2024 Waste Characterization Study
WCS Hand Sort Material Categories

#	Material Categories	Description of Categories
1	**Corrugated Cardboard**	Uncoated cardboard boxes with a wavy core, (no plastic liners, waxy coatings). Examples include shipping and moving boxes and packaging boxes. Includes clean pizza boxes (less than 50% coated with grease or food). *Does not include waxy or contaminated cardboard.*
2	**Mixed Recyclable Paper**	Printed or unprinted recyclable paper including white, colored, coated, and uncoated papers, envelopes, index cards, file folders, magazines, telephone books, catalogs, paperboard, chipboard, Kraft paper, brown paper bags, mail, paperback books, blueprints, and other printed material on glossy and non-glossy paper. Also includes newspaper (loose or tied) including other paper normally distributed inside newspaper such as ads, flyers, etc. and other items made from newsprint such as advertising guides. Does include fiber egg cartons. *Does not include shredded, contaminated, waxy, or metallic paper.*
3	**Aseptic Boxes and Gable Top Cartons**	Aseptic Containers: poly-coated fiber and foil containers (e.g., Tetra Pak®) designed for shelf-stable packaging, most often containing juice drinks, coconut waters, and dairy substitutes including soy, almond, rice milk, etc. May also include soups, broths, sauces, and liquid refills. Cartons: poly-coated containers with a gable shaped top, most often containing refrigerated juice drinks, dairy products, dairy substitutes. May also contain other foods (e.g., eggs, sugar, molasses, crackers, candies, etc.). *Does not include Chinese take-out cartons, ice cream cartons, or similar items.*
4	**Compostable Paper**	Low grade paper that is not recyclable, as well as paper contaminated with food or water-saturated paper. Examples include paper towels, uncoated paper plates/cups/bowls, and tissues. *Does not include non-recyclable paper contaminated with food.*
5	**Soiled Pizza Boxes**	Pizza boxes with more than 50% coated with grease or food.
6	**Non-recyclable Paper**	Includes paper products with a plastic coating. Also includes items that are predominantly paper with other materials attached (e.g., orange juice cans and spiral notebooks) and other hard to recycle paper items such as carbon copy paper, receipts, hardcover books, film-wrapped paper and photographs. The items may be clean or food soiled. *Does not include contaminated paper or Corrugated Cardboard.*
7	**PET Bottles, Jugs, Jars - Clear (#1)**	Clear or light tinted translucent green/blue polyethylene terephthalate (PET #1) bottles, jars, and jugs. Examples include bottled water, other bottled beverages, salad dressing, food sauce, and some household cleaning products. Also includes jars or canisters, such as for peanut butter, that are blow molded or injection blow molded. Caps/lids left on if attached.
8	**PET Bottles, Jugs, Jars - Opaque/Pigmented (#1)**	Opaque/pigmented PET #1 bottles, jars, and jugs. Examples include non-transparent bottled beverages, salad dressing, food sauce, and some household cleaning products. Also includes jars or canisters, such as for peanut butter, that are blow molded or injection blow molded. Caps/lids left on if attached.
9	**PET Clamshells (#1)**	Clamshell-style to-go containers made from PET #1 of any color.
10	**PET Drink Cups (#1)**	Plastic single-use drinking cups made from PET #1 of any color.
11	**Other PET Non-bottle Rigids - Clear (#1)**	Other clear or translucent plastic single-use rigid containers that do not fit in other PET categories above, such as tubs, non-drinking cups, fruit or vegetable platters and frozen food trays, made of PET #1.

#	Material Categories	Description of Categories
12	**Other PET Non-bottle Rigids - Opaque/Pigmented (#1)**	Other opaque/pigmented plastic single-use rigid containers that do not fit in other PET categories above, such as tubs, non-drinking cups, fruit or vegetable platters and frozen food trays, that are not transparent and are made of PET #1.
13	**Natural HDPE Bottles (#2)**	Clear/natural plastic bottles coded high-density polyethylene (HDPE #2). Examples include milk jugs, vinegar bottles, and gallon water bottles. *Does not include loose caps and lids.*
14	**Colored HDPE Bottles (#2)**	Opaque, pigmented plastic bottles coded HDPE #2. Examples include detergent and shampoo bottles. *Does not include loose caps and lids.*
15	**Non-bottle HDPE Containers (#2)**	Wide-mouthed tubs and containers coded HDPE #2. Examples include large plastic coffee containers and plastic chip tubes, including lids.
16	**PP Bottles, Jars, Jugs (#5)**	Polypropylene (PP #5) screw top bottles such as tea and juice beverages, syrup bottles, shampoo/personal care product, prescription bottles and storage bottles or jars of any color. Caps/lids left on if attached.
17	**PP Clamshells (#5)**	Clamshell-style to-go containers made from PP #5.
18	**PP Tubs (#5)**	Clear or opaque/pigmented, round or squarish tubs made from PP #5, such as to-go soup containers, yogurt, and sour cream tubs. Includes smaller yogurt and fruit sauce cups.
19	**PP Drink Cups (#5)**	Plastic single-use drinking cups made from PP #5.
20	**Other PP Non-bottle Rigids (#5)**	Plastic single-use rigid containers that do not fit in other PP categories above made of PP #5.
21	**Other Plastic Drink Cups (#3, #4, #6, #7)**	Plastic single-use drinking cups that do not fit in other categories above. Examples include polystyrene (not foam) drinking cups.
22	**Other Small Rigid Packaging Containers (#3, #4, #6, #7)**	All single resin plastic containers coded #3, #4, #6, or #7 that do not fit in any categories above.
23	**Expanded Polystyrene Foam**	Food service polystyrene, polystyrene packaging, and packaging "peanuts." Any expanded foam product labeled #6.
24	**Bulky Rigid Plastics**	Non-container rigid plastic items such as clothes hangers, plastic drums, crates, buckets, baskets, toys, refuse totes, lawn furniture, flowerpots, laundry baskets, and other large plastic items. *Does not include electronic or electric toys, or bulky items consisting of mixed material.*
25	**Unacceptable Rigid Plastics**	All other rigid plastics not categorized elsewhere. Examples include loose caps/lids (less than 2" in diameter), and predominately plastic with other materials attached such as disposable razors, pens, lighters, fast food lids and straws, toothbrushes, plastic cutlery, and 3-ring binders.
26	**Plastic Garbage Bags**	Plastic garbage bags, including single-use shopping bags reused as garbage bags.
27	**Non-rigid Plastic Film**	Loose and bagged plastic retail bags, garbage bags, shrink wrap, re-sealable bags, plastic sheeting, Saran™ wrap, visqueen, etc. Also includes disposable gloves. Does not include foil lined plastic film (e.g., chip bags).
28	**Tin/Steel Cans**	Tin-plated steel cans, usually food containers, including labels. Includes steel caps. *Does not include paint cans.*
29	**Aluminum Cans**	Aluminum soft drink, beer, and food cans.
30	**Aluminum Foil and Trays**	Aluminum foil and food trays, such as disposable pie plates and catering trays.

#	Material Categories	Description of Categories
31	**Unacceptable Metals**	All ferrous/magnetic and nonferrous/non-magnetic metal products such as wire hangers and metal scrap such as window frames and cookware, including stainless steel, empty and punctured tanks for liquid and gaseous fuels, oil filters, metal car parts, and all other items containing a mixture of metals, or metals and other materials, whose weight is derived significantly from the metal portion of its construction.
32	**Glass Bottles and Jars**	Any color soda, liquor, wine, juice, beer, and food bottles, jars, and containers, as well as broken container glass pieces ½" or greater in size.
33	**Unacceptable Glass, Ceramics, and Porcelain**	Window glass, light bulbs (except fluorescent tubes), mirrors, and glassware. Also includes finished ceramic or porcelain products such as dishware, toilets, etc.
34	**Food Waste**	All loose or containerized food waste.
35	**Yard Waste**	Shrub and brush prunings, household bedding plants, weeds, leaves, grass clippings, and other landscaping and gardening wastes. Includes planting media (soil, compost, peat moss, etc.).
36	**Textiles and Shoes**	Clothing, rags, and accessories made of natural and synthetic textiles such as cotton, wool, silk, woven nylon, rayon, polyester, leather, and other materials. Examples include pants, shirts, fabric purses, bed sheets, towels, and shoes. Includes carpet and carpet padding.
37	**Construction and Demolition (C&D) Waste**	Dimensional lumber, pallets/crates, treated/contaminated wood, gypsum, insulation, rock/concrete/bricks, asphalt shingles/roofing, other construction debris, and mixed fine building material scraps.
38	**Hazardous/Special Waste**	Paints and solvents, glues, and adhesives, caulking compounds and grouts, hazardous cleaners and household chemicals, pesticides/herbicides, oil/gas/fuel tanks, and any substances or products containing potentially hazardous chemicals. Also includes non-hazardous soaps, cleaners, medicines, cosmetics, fire extinguishers, and other household chemicals.
39	**Batteries**	All small household batteries including single-use alkaline, lithium, button cell, or coin cell batteries and rechargeable Ni-MH, Ni-Cd, and lithium-ion batteries.
40	**Sharps**	All syringes or other kinds of injection devices.
41	**E-waste & Small Appliances**	Electronics and household appliances primarily composed of mixed materials (plastic, metal, and glass), such as coffee makers, microwaves, fans, irons, hair dryers, electrical kitchen ware, and salvageable items such as machinery.
42	**Bulky Items**	Includes items like furniture or other large materials that do not fit in other categories above.
43	**Tires**	Car and truck tires.
44	**Disposable Diapers**	Disposable baby diapers and adult protective undergarments.
45	**All Other Garbage**	Materials not included in the other categories, including composite materials, interlocked products that cannot be separated, and pet waste.
46	**Liquids**	All liquids in containers.

Appendix C:
Boston Mountain Solid Waste District
2024 Waste Characterization Study
Visual Audit Material Categories

Group	Material Category
Construction and Demolition Debris	Treated Wood
	Untreated Wood
	Carpet and Padding
	Drywall
	Roofing Shingles
	Concrete
	Asphalt
	Rock
	Brick and Masonry
	Fines and Grit
	Fiberglass - Insulation
	Fiberglass - Rigid
	Tiles and Porcelain
	Linoleum and Vinyl
	Paned Glass
Furniture	Furniture
	Mattresses
Paper	Corrugated Cardboard
	Other Paper
Plastic	Film
	Polystyrene Foam
	Rigid Plastics
	PVC Pipe
Metal	Major Appliances
	Ferrous Scrap Metal
	Non-ferrous Scrap Metal
	HVAC Ducting
Organics	Yard Waste
	Soil
Bagged Waste	Household Waste
	C&D Debris
	Yard Waste
Other Material	E-waste
	Household Hazardous Waste
	Tires
	Textiles
	Mixed Residue/Loose MSW

Appendix D:
City of Fayetteville
2024 Capture Study
Individual Capture Study Sample Results

Table D-1: Recycling Samples (percent by weight)

	Monday: Route 35	Monday: Route 33	Monday: Route 37	Tuesday: Route 33	Tuesday: Route 37	Tuesday: Route 31
Material Categories sample #	**1**	**2**	**3**	**6**	**7**	**8**
Corrugated Cardboard	58.6%	58.5%	58.6%	58.3%	58.2%	56.6%
Mixed Recyclable Paper	11.3%	11.2%	11.4%	11.3%	11.3%	11.4%
Wet Paper and Cardboard	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Aseptic Boxes and Gable Top Cartons	0.0%	0.1%	0.0%	0.0%	0.1%	0.2%
Compostable Paper	0.0%	0.0%	0.2%	0.0%	0.3%	0.0%
Non-recyclable Paper	0.0%	0.0%	0.0%	0.0%	0.0%	0.2%
Soiled Pizza Boxes	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
PET Bottles, Jugs, Jars (#1)	3.2%	3.2%	3.2%	3.2%	3.2%	3.2%
PET Clamshells (#1)	0.1%	0.0%	0.0%	0.1%	0.1%	0.3%
PET Drink Cups (#1)	0.0%	0.0%	0.0%	0.1%	0.0%	0.2%
Other PET Non-bottle Rigids – Clear (#1)	0.0%	0.0%	0.0%	0.1%	0.0%	0.2%
Other PET Non-bottle Rigids – Op./Pigment.(#1)	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
HDPE Bottles (#2)	1.9%	1.9%	1.8%	1.8%	1.8%	1.9%
Non-bottle HDPE Containers (#2)	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
PP Bottles, Jars, Jugs (#5)	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
PP Clamshells (#5)	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
PP Tubs (#5)	0.0%	0.2%	0.0%	0.1%	0.1%	0.2%
PP Drink Cups (#5)	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Other PP Non-bottle Rigids (#5)	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Other Plastic Drink Cups (#3, #4, #6, #7)	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Other Sm. Rgd. Packaging Cont. (#3, #4, #6, #7)	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Expanded Polystyrene Foam	0.0%	0.0%	0.0%	0.0%	0.0%	0.1%
Bulky Rigid Plastics	0.1%	0.1%	0.0%	0.0%	0.0%	0.0%
Unacceptable Rigid Plastics	0.1%	0.1%	0.0%	0.0%	0.0%	0.2%
Plastic Garbage Bags	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Other Plastic Film/Flexibles	0.0%	0.2%	0.0%	0.1%	0.0%	0.4%
Tin/Steel Cans	1.8%	1.8%	1.8%	1.8%	1.8%	1.8%
Aluminum Cans	1.9%	1.9%	1.9%	1.9%	1.9%	1.9%
Aluminum Foil and Trays	0.0%	0.0%	0.0%	0.1%	0.0%	0.0%
Unacceptable Metals	0.1%	0.1%	0.0%	0.0%	0.0%	0.2%
Glass Bottles and Jars	20.8%	20.7%	20.7%	20.6%	20.5%	19.9%
Unacceptable Glass, Ceramics, and Porcelain	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Food Waste	0.0%	0.0%	0.0%	0.0%	0.0%	0.1%
Yard Waste	0.0%	0.0%	0.1%	0.0%	0.0%	0.0%
Textiles and Shoes	0.0%	0.0%	0.0%	0.0%	0.0%	0.3%
Construction and Demolition (C&D) Waste	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Hazardous/Special Waste	0.0%	0.0%	0.0%	0.0%	0.1%	0.0%
Batteries	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Sharps	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
E-Waste & Small Appliances	0.0%	0.0%	0.0%	0.0%	0.1%	0.0%
Bulky Items	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Tires	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Tanglers	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Bagged Recyclables	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Bagged Waste	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Disposable Diapers	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Other Contaminants	0.0%	0.0%	0.1%	0.2%	0.1%	0.5%
Liquids	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Totals	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**
Load Weights (tons)	**1.1**	**1.26**	**1.53**	**1.15**	**1.03**	**0.96**
Annual Tons		**849.54**			**574.88**	
Total Households		**5735**			**7515**	
Generation Rate (lb/HH/year)		**296.27**			**153.00**	

Note: Columns may not appear to correctly sum due to rounding.

Table D-1: Recycling Samples (percent by weight) (Continued)

	Wednesday: Route 36	Wednesday: Route 38	Wednesday: Route 34	Thursday: Route 35	Thursday: Route 31	Thursday: Route 37
Material Categories sample #	**9**	**10**	**11**	**13**	**14**	**17**
Corrugated Cardboard	58.6%	56.8%	58.6%	58.7%	58.9%	58.3%
Mixed Recyclable Paper	11.3%	11.1%	11.3%	11.3%	11.3%	11.3%
Wet Paper and Cardboard	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Aseptic Boxes and Gable Top Cartons	0.0%	0.5%	0.1%	0.1%	0.1%	0.0%
Compostable Paper	0.0%	0.0%	0.0%	0.0%	0.0%	0.1%
Non-recyclable Paper	0.0%	0.1%	0.0%	0.0%	0.0%	0.1%
Soiled Pizza Boxes	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
PET Bottles, Jugs, Jars (#1)	3.2%	3.1%	3.2%	3.2%	3.2%	3.2%
PET Clamshells (#1)	0.1%	0.1%	0.0%	0.0%	0.0%	0.0%
PET Drink Cups (#1)	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Other PET Non-bottle Rigids – Clear (#1)	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Other PET Non-bottle Rigids – Op./Pigment.(#1)	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
HDPE Bottles (#2)	1.8%	1.8%	1.8%	1.8%	1.8%	1.8%
Non-bottle HDPE Containers (#2)	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
PP Bottles, Jars, Jugs (#5)	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
PP Clamshells (#5)	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
PP Tubs (#5)	0.1%	0.3%	0.0%	0.0%	0.0%	0.1%
PP Drink Cups (#5)	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Other PP Non-bottle Rigids (#5)	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Other Plastic Drink Cups (#3, #4, #6, #7)	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%
Other Sm. Rgd. Packaging Cont. (#3, #4, #6, #7)	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Expanded Polystyrene Foam	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%
Bulky Rigid Plastics	0.1%	0.2%	0.0%	0.0%	0.0%	0.0%
Unacceptable Rigid Plastics	0.0%	0.1%	0.1%	0.0%	0.0%	0.0%
Plastic Garbage Bags	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Other Plastic Film/Flexibles	0.1%	0.1%	0.1%	0.1%	0.0%	0.1%
Tin/Steel Cans	1.8%	1.8%	1.8%	1.9%	1.8%	1.8%
Aluminum Cans	1.9%	1.9%	1.9%	1.9%	1.9%	1.9%
Aluminum Foil and Trays	0.0%	0.0%	0.0%	0.1%	0.0%	0.0%
Unacceptable Metals	0.0%	0.0%	0.1%	0.0%	0.0%	0.0%
Glass Bottles and Jars	20.7%	20.1%	20.7%	20.8%	20.8%	20.5%
Unacceptable Glass, Ceramics, and Porcelain	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Food Waste	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Yard Waste	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Textiles and Shoes	0.0%	0.1%	0.1%	0.0%	0.0%	0.0%
Construction and Demolition (C&D) Waste	0.0%	0.0%	0.1%	0.0%	0.0%	0.0%
Hazardous/Special Waste	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Batteries	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Sharps	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
E-Waste & Small Appliances	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Bulky Items	0.0%	1.5%	0.0%	0.0%	0.0%	0.0%
Tires	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Tanglers	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Bagged Recyclables	0.0%	0.1%	0.0%	0.0%	0.0%	0.2%
Bagged Waste	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Disposable Diapers	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Other Contaminants	0.1%	0.2%	0.0%	0.1%	0.0%	0.5%
Liquids	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Totals	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**
Load Weights (tons)	**1.05**	**0.34**	**0.82**	**1.18**	**1.07**	**1.01**
Annual Tons		**574.74**			**667.79**	
Total Households		**8237**			**7105**	
Generation Rate (lb/HH/year)		**139.55**			**187.98**	

Note: Columns may not appear to correctly sum due to rounding.

Table D-1: Recycling Samples (percent by weight) (Continued)

	Monday: Multi-Family	Monday: Multi-Family (Reserves/South Yard/Garden Park)	Wednesday: Multi-Family (Garden Park/Uptown/ Mountain Ranch)	Wednesday: Multi-Family (Garden Park/Uptown/ Mountain Ranch)	Wednesday: Multi-Family (Garden Park/Uptown/ Mountain Ranch)	Wednesday: Multi-Family (Garden Park/Uptown/ Mountain Ranch)
Material Categories sample #	**4**	**5**	**12**	**15**	**16**	**18**
Corrugated Cardboard	0.0%	17.6%	28.3%	25.3%	22.4%	65.0%
Mixed Recyclable Paper	71.1%	49.6%	36.7%	46.1%	23.4%	21.7%
Wet Paper and Cardboard	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Aseptic Boxes and Gable Top Cartons	0.2%	0.2%	0.1%	0.4%	0.0%	0.2%
Compostable Paper	0.2%	0.4%	0.3%	0.6%	0.5%	0.3%
Non-recyclable Paper	0.3%	0.3%	1.2%	0.2%	1.7%	0.0%
Soiled Pizza Boxes	0.0%	0.0%	1.1%	1.0%	0.2%	0.0%
PET Bottles, Jugs, Jars – Clear (#1)	3.7%	5.2%	6.4%	4.0%	4.1%	2.1%
PET Bottles, Jugs, Jars - Opaque/Pigmented (#1)	0.5%	0.2%	0.0%	0.0%	0.0%	0.0%
PET Clamshells (#1)	0.0%	0.0%	0.1%	0.2%	0.0%	0.0%
PET Drink Cups (#1)	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%
Other PET Non-bottle Rigids – Clear (#1)	0.3%	0.0%	0.0%	0.0%	0.1%	0.0%
Other PET Non-bottle Rigids – Op./Pigment.(#1)	0.1%	0.0%	0.1%	0.2%	0.0%	0.0%
Natural HDPE Bottles (#2)	2.7%	1.4%	2.1%	1.8%	1.9%	0.3%
Colored HDPE Bottles (#2)	5.0%	0.6%	1.9%	1.2%	1.9%	0.6%
Non-bottle HDPE Containers (#2)	0.0%	0.1%	0.2%	0.0%	0.2%	0.0%
PP Bottles, Jars, Jugs (#5)	0.1%	0.0%	0.7%	0.2%	0.0%	0.0%
PP Clamshells (#5)	0.0%	0.0%	0.1%	0.0%	0.0%	0.1%
PP Tubs (#5)	0.0%	0.0%	0.4%	0.2%	0.2%	0.2%
PP Drink Cups (#5)	0.2%	0.1%	0.0%	0.0%	0.4%	0.0%
Other PP Non-bottle Rigids (#5)	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%
Other Plastic Drink Cups (#3, #4, #6, #7)	0.0%	0.0%	0.0%	0.1%	0.0%	0.0%
Other Sm. Rgd. Packaging Cont. (#3, #4, #6, #7)	0.4%	0.0%	0.0%	0.0%	0.0%	0.0%
Expanded Polystyrene Foam	0.0%	0.0%	0.6%	0.0%	0.0%	0.6%
Bulky Rigid Plastics	1.6%	2.4%	0.4%	0.0%	0.5%	0.0%
Unacceptable Rigid Plastics	0.3%	0.7%	0.0%	0.3%	0.3%	0.4%
Plastic Garbage Bags	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Other Plastic Film/Flexibles	0.1%	5.6%	0.8%	2.3%	0.1%	0.6%
Tin/Steel Cans	2.4%	0.7%	2.1%	9.2%	3.9%	0.6%
Aluminum Cans	5.9%	1.8%	6.1%	3.4%	2.9%	2.8%
Aluminum Foil and Trays	0.1%	0.1%	0.0%	0.0%	0.0%	0.0%
Unacceptable Metals	1.5%	0.1%	3.0%	2.7%	1.8%	0.1%
Glass Bottles and Jars	0.0%	0.0%	0.2%	0.0%	1.0%	0.0%
Unacceptable Glass, Ceramics, and Porcelain	0.0%	0.0%	0.0%	0.5%	0.0%	0.0%
Food Waste	0.5%	0.0%	0.2%	0.0%	0.2%	0.9%
Yard Waste	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Textiles and Shoes	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Construction and Demolition (C&D) Waste	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Hazardous/Special Waste	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Batteries	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Sharps	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
E-Waste & Small Appliances	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Bulky Items	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Tires	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Tanglers	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Bagged Recyclables	2.3%	1.3%	4.0%	0.1%	0.0%	0.0%
Bagged Waste	0.0%	0.0%	0.0%	0.0%	18.5%	0.0%
Disposable Diapers	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Other Contaminants	0.3%	11.5%	3.0%	0.0%	13.7%	3.6%
Liquids	0.5%	0.2%	1.0%	0.0%	0.2%	0.0%
Totals	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**

Note: Columns may not appear to correctly sum due to rounding.

Table D-2: Trash Samples (percent by weight)

	Residential: Monday, 4063	Residential: Monday, 4076	Residential: Monday, 4056	Residential: Tuesday, 4050	Residential: Tuesday, 4063	Residential: Tuesday, 4057
Material Categories sample #	**4**	**5**	**6**	**10**	**11**	**12**
Corrugated Cardboard	3.2%	1.4%	3.4%	2.5%	6.5%	2.1%
Mixed Recyclable Paper	8.4%	8.6%	9.5%	6.5%	13.5%	8.3%
Aseptic Boxes and Gable Top Cartons	0.6%	0.4%	2.5%	0.1%	0.4%	0.6%
Compostable Paper	4.9%	2.3%	5.1%	3.9%	3.7%	3.6%
Non-recyclable Paper	3.2%	1.4%	3.0%	6.4%	6.9%	4.6%
Soiled Pizza Boxes	0.0%	0.0%	0.0%	0.0%	0.4%	0.0%
PET Bottles, Jugs, Jars (#1)	0.8%	1.6%	2.7%	2.8%	2.0%	1.4%
PET Clamshells (#1)	0.2%	0.8%	0.3%	0.3%	0.2%	0.4%
PET Drink Cups (#1)	0.1%	0.0%	0.0%	0.0%	0.1%	0.1%
Other PET Non-bottle Rigids – Clear (#1)	0.2%	0.0%	0.2%	0.4%	0.0%	0.1%
Other PET Non-bottle Rigids – Op./Pigment.(#1)	0.0%	0.2%	0.0%	0.2%	0.1%	0.0%
HDPE Bottles (#2)	1.0%	0.4%	0.5%	2.4%	1.0%	0.4%
Non-bottle HDPE Containers (#2)	0.0%	0.2%	0.1%	0.0%	0.2%	0.1%
PP Bottles, Jars, Jugs (#5)	0.1%	0.2%	0.1%	0.0%	0.2%	0.1%
PP Clamshells (#5)	1.0%	0.4%	0.6%	0.2%	0.3%	0.0%
PP Tubs (#5)	1.2%	0.0%	1.0%	0.5%	0.4%	0.4%
PP Drink Cups (#5)	0.3%	0.1%	0.2%	0.4%	0.1%	0.3%
Other PP Non-bottle Rigids (#5)	0.0%	0.0%	0.2%	0.1%	0.3%	0.4%
Other Plastic Drink Cups (#3, #4, #6, #7)	0.0%	0.0%	0.1%	0.3%	0.0%	0.0%
Other Sm. Rgd. Packaging Cont. (#3, #4, #6, #7)	0.1%	0.2%	0.0%	0.0%	0.0%	0.0%
Expanded Polystyrene Foam	1.8%	0.3%	1.1%	0.4%	2.5%	0.5%
Bulky Rigid Plastics	0.8%	0.5%	0.0%	4.4%	0.2%	0.0%
Unacceptable Rigid Plastics	2.3%	1.7%	4.1%	2.9%	1.0%	0.7%
Plastic Garbage Bags	3.9%	3.8%	3.7%	2.6%	2.1%	2.1%
Other Plastic Film/Flexibles	15.7%	11.2%	2.4%	16.2%	13.9%	4.6%
Tin/Steel Cans	0.5%	0.5%	0.3%	1.1%	0.8%	0.4%
Aluminum Cans	0.8%	0.4%	0.4%	1.4%	1.2%	0.9%
Aluminum Foil and Trays	0.2%	0.3%	1.3%	0.3%	1.0%	1.2%
Unacceptable Metals	0.0%	4.2%	0.2%	1.7%	0.6%	0.8%
Glass Bottles and Jars	0.2%	0.3%	0.6%	0.8%	1.4%	2.7%
Unacceptable Glass, Ceramics, and Porcelain	0.0%	0.0%	0.2%	0.3%	0.0%	0.0%
Food Waste	12.6%	25.6%	14.7%	14.1%	9.1%	18.6%
Yard Waste	3.5%	0.3%	21.9%	0.0%	16.7%	3.9%
Textiles and Shoes	3.6%	9.2%	2.2%	6.5%	1.0%	3.3%
Construction and Demolition (C&D) Waste	10.4%	1.1%	3.8%	0.8%	2.3%	0.6%
Hazardous/Special Waste	3.2%	0.0%	0.0%	0.5%	0.0%	0.0%
Batteries	0.1%	0.1%	0.0%	0.0%	0.0%	0.0%
Sharps	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
E-Waste & Small Appliances	0.2%	1.7%	0.0%	0.0%	0.2%	0.2%
Bulky Items	0.0%	0.0%	0.0%	0.0%	0.0%	21.6%
Tires	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Disposable Diapers	4.0%	4.0%	0.2%	6.9%	3.6%	8.1%
All Other Garbage	10.7%	16.5%	12.8%	12.1%	6.2%	5.7%
Liquids	0.0%	0.0%	0.5%	0.0%	0.0%	1.1%
Totals	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**
Load Weights (tons)	**10.82**	**11.27**	**9.22**	**9.41**	**13.91**	**12.89**
Annual Tons		**4,082.79**			**4,556.33**	
Total Households		**5,735**			**7,515**	
Generation Rate (lb/HH/year)		**1,423.82**			**1,212.60**	

Note: Columns may not appear to correctly sum due to rounding.

Table D-2: Trash Samples (percent by weight) (Continued)

	Residential: Wednesday, 4076	Residential: Wednesday, 4053	Residential: Wednesday, 4063	Residential: Thursday, 4076	Residential: Thursday, 4065	Residential: Thursday, 4057
Material Categories sample #	**16**	**17**	**18**	**22**	**23**	**24**
Corrugated Cardboard	3.3%	3.0%	0.8%	9.5%	2.6%	0.0%
Mixed Recyclable Paper	11.5%	12.9%	19.9%	10.4%	14.3%	9.4%
Aseptic Boxes and Gable Top Cartons	0.2%	0.3%	0.4%	0.1%	0.5%	0.8%
Compostable Paper	5.3%	2.8%	3.9%	4.4%	6.8%	8.3%
Non-recyclable Paper	4.4%	6.7%	3.8%	1.6%	2.1%	2.9%
Soiled Pizza Boxes	0.6%	0.0%	0.4%	0.0%	0.7%	0.0%
PET Bottles, Jugs, Jars (#1)	3.6%	1.2%	0.6%	1.2%	1.7%	2.4%
PET Clamshells (#1)	0.0%	0.9%	0.1%	0.2%	1.1%	0.5%
PET Drink Cups (#1)	0.0%	0.0%	0.0%	0.4%	0.0%	0.0%
Other PET Non-bottle Rigids – Clear (#1)	0.9%	0.0%	0.8%	0.7%	0.2%	0.7%
Other PET Non-bottle Rigids – Op./Pigment.(#1)	0.2%	0.0%	0.8%	0.0%	0.0%	0.0%
HDPE Bottles (#2)	0.7%	1.1%	1.4%	1.3%	0.4%	1.1%
Non-bottle HDPE Containers (#2)	0.1%	0.0%	0.0%	0.0%	0.1%	0.2%
PP Bottles, Jars, Jugs (#5)	0.1%	0.0%	1.1%	0.2%	0.0%	0.2%
PP Clamshells (#5)	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%
PP Tubs (#5)	1.8%	1.0%	0.7%	0.7%	1.2%	0.8%
PP Drink Cups (#5)	0.3%	2.7%	0.5%	0.3%	0.5%	0.4%
Other PP Non-bottle Rigids (#5)	0.4%	0.3%	0.7%	0.0%	0.0%	0.6%
Other Plastic Drink Cups (#3, #4, #6, #7)	0.1%	0.0%	0.0%	0.1%	0.8%	0.1%
Other Sm. Rgd. Packaging Cont. (#3, #4, #6, #7)	0.0%	0.0%	0.2%	0.0%	0.0%	0.0%
Expanded Polystyrene Foam	1.0%	0.6%	0.7%	1.2%	2.0%	1.0%
Bulky Rigid Plastics	0.4%	0.9%	0.3%	1.0%	0.0%	0.7%
Unacceptable Rigid Plastics	1.8%	2.2%	3.4%	1.4%	1.2%	1.8%
Plastic Garbage Bags	3.7%	2.4%	1.4%	0.8%	2.3%	1.8%
Other Plastic Film/Flexibles	10.1%	11.2%	7.4%	7.1%	9.1%	6.9%
Tin/Steel Cans	1.2%	1.1%	0.9%	0.3%	2.2%	0.5%
Aluminum Cans	2.0%	1.0%	1.3%	0.6%	1.7%	1.1%
Aluminum Foil and Trays	0.5%	1.4%	0.4%	0.5%	0.5%	0.6%
Unacceptable Metals	2.2%	1.3%	2.1%	0.3%	0.2%	2.1%
Glass Bottles and Jars	0.9%	0.0%	1.5%	1.0%	3.3%	1.5%
Unacceptable Glass, Ceramics, and Porcelain	0.0%	0.0%	2.6%	0.2%	0.0%	3.0%
Food Waste	14.1%	10.3%	14.9%	15.4%	13.9%	13.7%
Yard Waste	6.5%	8.4%	1.1%	7.3%	0.2%	8.8%
Textiles and Shoes	9.7%	11.6%	5.7%	11.3%	2.7%	10.1%
Construction and Demolition (C&D) Waste	0.3%	0.2%	0.0%	1.0%	0.5%	1.2%
Hazardous/Special Waste	0.0%	0.0%	0.1%	0.0%	0.0%	0.0%
Batteries	0.0%	0.0%	0.0%	0.0%	0.2%	0.1%
Sharps	0.0%	0.1%	0.0%	0.1%	0.0%	0.1%
E-Waste & Small Appliances	0.0%	2.5%	5.2%	0.4%	0.0%	2.3%
Bulky Items	0.0%	0.0%	0.0%	2.1%	0.0%	0.0%
Tires	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Disposable Diapers	1.7%	2.4%	3.4%	3.7%	8.1%	4.1%
All Other Garbage	10.1%	9.1%	11.1%	11.5%	19.0%	10.2%
Liquids	0.3%	0.0%	0.4%	1.5%	0.0%	0.0%
Totals	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**
Load Weights (tons)	**12.35**	**7.77**	**12.35**	**7.54**	**9.00**	**9.73**
Annual Tons		**4,950.90**			**4,222.82**	
Total Households		**8,237**			**7,105**	
Generation Rate (lb/HH/year)		**1,202.11**			**1,188.69**	

Note: Columns may not appear to correctly sum due to rounding.

Table D-2: Trash Samples (percent by weight) (Continued)

	Commercial - MF Links: Monday, 4059	Commercial - MF: Monday, 4071	Multi-Family Dumpster: Thursday, The Cliffs	Multi-Family Dumpster: Friday, Mountain Ranch	Multi-Family Dumpster: Friday, Clear Creek
Material Categories sample #	**1**	**3**	**25**	**26**	**27**
Corrugated Cardboard	13.6%	3.5%	2.3%	10.1%	1.3%
Mixed Recyclable Paper	8.9%	5.9%	5.8%	5.9%	5.3%
Aseptic Boxes and Gable Top Cartons	0.4%	0.8%	0.1%	0.4%	0.3%
Compostable Paper	4.7%	2.6%	1.4%	5.9%	2.6%
Non-recyclable Paper	2.0%	1.4%	0.3%	1.2%	0.9%
Soiled Pizza Boxes	0.0%	0.0%	0.0%	0.3%	0.8%
PET Bottles, Jugs, Jars – Clear (#1)	3.6%	2.3%	2.0%	3.5%	1.0%
PET Bottles, Jugs, Jars - Opaque/Pigmented (#1)	0.0%	0.0%	0.0%	0.0%	0.3%
PET Clamshells (#1)	0.1%	0.2%	0.4%	0.5%	0.0%
PET Drink Cups (#1)	0.2%	0.0%	0.0%	0.0%	0.0%
Other PET Non-bottle Rigids – Clear (#1)	0.3%	0.0%	0.5%	1.0%	0.7%
Other PET Non-bottle Rigids – Op./Pigment.(#1)	0.0%	2.1%	0.0%	0.0%	0.0%
Natural HDPE Bottles (#2)	0.8%	0.6%	0.4%	0.3%	0.2%
Colored HDPE Bottles (#2)	0.7%	0.3%	0.5%	0.5%	0.1%
Non-bottle HDPE Containers (#2)	0.0%	0.0%	0.0%	0.0%	0.0%
PP Bottles, Jars, Jugs (#5)	0.1%	0.1%	0.0%	0.0%	0.1%
PP Clamshells (#5)	0.2%	0.5%	0.0%	0.0%	0.0%
PP Tubs (#5)	0.7%	0.3%	0.5%	1.0%	0.8%
PP Drink Cups (#5)	0.3%	0.3%	0.3%	0.2%	0.0%
Other PP Non-bottle Rigids (#5)	0.6%	0.3%	0.1%	0.1%	0.0%
Other Plastic Drink Cups (#3, #4, #6, #7)	0.1%	0.0%	0.0%	0.1%	0.0%
Other Sm. Rgd. Packaging Cont. (#3, #4, #6, #7)	0.1%	0.1%	0.4%	0.2%	0.0%
Expanded Polystyrene Foam	0.7%	0.6%	0.4%	1.5%	0.5%
Bulky Rigid Plastics	5.4%	0.8%	0.0%	0.0%	0.7%
Unacceptable Rigid Plastics	0.8%	0.8%	0.4%	1.3%	0.8%
Plastic Garbage Bags	4.1%	2.3%	1.1%	1.7%	1.1%
Other Plastic Film/Flexibles	5.4%	2.8%	2.6%	3.6%	3.9%
Tin/Steel Cans	2.3%	0.4%	0.5%	0.6%	0.8%
Aluminum Cans	2.3%	1.3%	2.6%	0.4%	0.8%
Aluminum Foil and Trays	0.7%	0.0%	0.4%	0.9%	0.2%
Unacceptable Metals	0.5%	3.9%	0.1%	1.0%	0.0%
Glass Bottles and Jars	1.1%	3.0%	2.7%	7.1%	2.2%
Unacceptable Glass, Ceramics, and Porcelain	0.0%	0.2%	0.2%	0.7%	0.4%
Food Waste	18.6%	12.7%	18.5%	23.1%	21.4%
Yard Waste	0.2%	0.8%	0.2%	0.9%	0.0%
Textiles and Shoes	11.9%	3.6%	0.8%	3.2%	7.6%
Construction and Demolition (C&D) Waste	0.0%	29.0%	21.6%	0.0%	0.0%
Hazardous/Special Waste	0.0%	0.0%	1.8%	0.0%	0.0%
Batteries	0.1%	0.0%	0.1%	0.1%	0.1%
Sharps	0.0%	0.0%	0.0%	0.0%	0.0%
E-Waste & Small Appliances	1.8%	0.2%	0.0%	0.9%	0.1%
Bulky Items	0.0%	10.4%	0.0%	0.0%	20.5%
Tires	0.0%	0.0%	0.0%	0.0%	0.0%
Disposable Diapers	0.0%	1.0%	8.6%	3.6%	11.7%
All Other Garbage	5.1%	3.0%	22.6%	15.6%	11.5%
Liquids	2.0%	1.8%	0.0%	2.7%	1.4%
Totals	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**
Load Weights (tons)	**9.17**	**8.15**	**5.65**	**4.02**	**11.69**

Note: Columns may not appear to correctly sum due to rounding.

Table D-2: Trash Samples (percent by weight) (Continued)

	Commercial: Monday, 4060	Commercial: Tuesday, 4062	Commercial: Tuesday, 4061	Commercial: Tuesday, 4049	Commercial: Wednesday, 4060	Commercial: Wednesday, 4059	Commercial: Wednesday, 4049
Material Categories sample #	**2**	**7**	**8**	**9**	**13**	**14**	**15**
Corrugated Cardboard	8.2%	10.9%	1.5%	0.8%	16.6%	16.4%	5.6%
Mixed Recyclable Paper	9.6%	14.2%	13.5%	10.6%	6.1%	1.5%	6.5%
Aseptic Boxes and Gable Top Cartons	0.1%	1.7%	0.3%	5.4%	0.1%	0.6%	0.2%
Compostable Paper	4.0%	2.7%	6.7%	7.4%	1.7%	1.6%	2.9%
Non-recyclable Paper	1.6%	4.3%	3.8%	9.8%	1.6%	0.3%	3.3%
Soiled Pizza Boxes	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
PET Bottles, Jugs, Jars – Clear (#1)	1.4%	2.2%	0.6%	0.5%	0.9%	0.6%	2.3%
PET Bottles, Jugs, Jars - Opaque/Pigmented (#1)	0.0%	0.0%	0.0%	0.1%	0.0%	0.0%	0.0%
PET Clamshells (#1)	0.0%	0.3%	0.1%	0.2%	0.0%	0.2%	0.0%
PET Drink Cups (#1)	0.0%	0.0%	0.0%	0.5%	0.0%	0.0%	0.0%
Other PET Non-bottle Rigids – Clear (#1)	0.2%	0.8%	0.0%	0.1%	0.0%	0.0%	0.0%
Other PET Non-bottle Rigids – Op./Pigment.(#1)	0.0%	0.0%	0.0%	0.0%	0.0%	0.1%	0.5%
Natural HDPE Bottles (#2)	0.3%	0.6%	0.8%	0.3%	0.1%	0.0%	0.3%
Colored HDPE Bottles (#2)	0.3%	0.7%	0.2%	0.2%	0.6%	0.4%	0.6%
Non-bottle HDPE Containers (#2)	0.0%	0.0%	0.0%	0.0%	0.0%	0.1%	0.0%
PP Bottles, Jars, Jugs (#5)	0.1%	0.3%	0.0%	0.0%	0.0%	0.0%	0.0%
PP Clamshells (#5)	0.1%	0.5%	0.0%	0.1%	0.0%	0.1%	0.0%
PP Tubs (#5)	0.6%	1.1%	0.1%	0.7%	0.6%	0.1%	0.6%
PP Drink Cups (#5)	0.0%	0.2%	0.2%	0.6%	0.1%	0.2%	0.5%
Other PP Non-bottle Rigids (#5)	0.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.5%
Other Plastic Drink Cups (#3, #4, #6, #7)	0.5%	0.0%	0.1%	0.1%	0.0%	0.0%	0.1%
Other Sm. Rgd. Packaging Cont. (#3, #4, #6, #7)	0.0%	0.0%	0.0%	0.1%	0.0%	0.0%	0.0%
Expanded Polystyrene Foam	0.7%	0.4%	1.2%	0.2%	0.3%	1.3%	1.3%
Bulky Rigid Plastics	0.3%	0.4%	0.9%	0.7%	0.1%	0.0%	3.0%
Unacceptable Rigid Plastics	1.4%	1.0%	0.0%	1.1%	0.0%	0.2%	1.1%
Plastic Garbage Bags	2.4%	5.8%	3.2%	4.5%	2.8%	0.5%	3.5%
Other Plastic Film/Flexibles	5.7%	2.6%	18.8%	10.9%	10.3%	1.6%	5.6%
Tin/Steel Cans	0.5%	0.3%	0.0%	0.4%	0.0%	0.4%	0.6%
Aluminum Cans	0.8%	2.8%	0.2%	0.9%	0.4%	0.2%	1.2%
Aluminum Foil and Trays	0.0%	0.8%	0.7%	0.3%	0.0%	0.0%	0.0%
Unacceptable Metals	0.4%	0.1%	0.0%	0.2%	0.0%	0.0%	4.3%
Glass Bottles and Jars	2.2%	2.1%	0.0%	2.0%	0.1%	0.5%	7.1%
Unacceptable Glass, Ceramics, and Porcelain	2.9%	0.0%	0.0%	0.0%	0.0%	0.0%	7.6%
Food Waste	27.0%	17.3%	35.7%	35.4%	9.6%	23.0%	21.4%
Yard Waste	0.0%	0.0%	3.1%	0.2%	0.3%	0.0%	0.2%
Textiles and Shoes	8.3%	1.8%	0.0%	3.1%	10.1%	1.2%	2.2%
Construction and Demolition (C&D) Waste	0.0%	5.5%	0.0%	0.0%	5.2%	46.3%	6.7%
Hazardous/Special Waste	0.0%	2.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Batteries	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Sharps	0.0%	0.0%	0.0%	0.0%	0.7%	0.0%	0.0%
E-Waste & Small Appliances	5.5%	0.8%	0.0%	0.2%	0.0%	0.0%	0.6%
Bulky Items	0.0%	0.0%	0.0%	0.0%	0.3%	1.5%	0.0%
Tires	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Disposable Diapers	3.8%	3.5%	0.8%	0.0%	22.5%	0.0%	3.4%
All Other Garbage	9.9%	6.4%	6.1%	2.4%	8.7%	1.1%	5.0%
Liquids	0.9%	5.9%	1.1%	0.0%	0.0%	0.1%	1.1%
Totals	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**
Load Weights (tons)	**7.69**	**8.86**	**10.92**	**13.60**	**5.36**	**10.93**	**4.65**

Note: Columns may not appear to correctly sum due to rounding.

Appendix E:
City of Fayetteville
2024 Capture Study
Capture Study Single-Family Residential
Detailed Generation Rate Results

Table E-1: Single-Family Residential Recycling Generation (pounds/household/year)

Material Category	Monday	Tuesday	Wednesday	Thursday	Citywide
Corrugated Cardboard	173.51	88.37	81.42	110.27	108.89
Mixed Recyclable Paper	33.46	17.36	15.71	21.22	21.07
Total Program Recyclable Paper	**206.97**	**105.73**	**97.13**	**131.49**	**129.96**
PET Bottles, Jugs, Jars (#1)	9.52	4.91	4.45	6.04	5.99
HDPE Bottles (#2)	5.42	2.79	2.52	3.37	3.38
Tin/Steel Cans	5.35	2.75	2.53	3.43	3.38
Aluminum Cans	5.69	2.89	2.67	3.63	3.57
Glass Bottles and Jars	61.38	31.17	28.79	38.93	38.47
Total Program Recyclable Containers	**87.36**	**44.51**	**40.96**	**55.40**	**54.79**
PP Bottles, Jars, Jugs (#5)	0.01	0.00	0.01	0.01	0.00
Total Potential Recyclable Materials	**0.01**	**0.00**	**0.01**	**0.01**	**0.00**
PET Clamshells (#1)	0.07	0.25	0.08	0.05	0.12
PET Drink Cups (#1)	0.02	0.17	0.00	0.01	0.05
Other PET Non-bottle Rigid – Clear (#1)	0.03	0.15	0.04	0.01	0.06
Other PET Non-bottle Rigid – Opaque/Pigmented (#1)	0.00	0.01	0.00	0.00	0.00
HDPE Non-bottle Containers (#2)	0.01	0.02	0.00	0.00	0.01
PP Clamshells (#5)	0.05	0.01	0.00	0.00	0.01
PP Tubs (#5)	0.24	0.21	0.14	0.08	0.16
PP Drink Cups (#5)	0.03	0.04	0.03	0.01	0.03
Other PP Non-bottle Rigid (#5)	0.01	0.01	0.00	0.01	0.01
Other Plastic Drink Cups (#3, #4, #6, #7)	0.01	0.01	0.02	0.00	0.01
Other Small Rigid Packaging Containers (#3, #4, #6, #7)	0.01	0.03	0.00	0.00	0.01
Unacceptable Metals	0.12	0.13	0.04	0.01	0.07
Non-processable Recyclable Materials	**0.61**	**1.04**	**0.35**	**0.18**	**0.54**
Wet Paper and Cardboard	0.00	0.00	0.00	0.00	0.00
Aseptic Boxes and Gable Top Cartons	0.11	0.17	0.19	0.09	0.14
Compostable Paper	0.30	0.19	0.02	0.06	0.13
Non-recyclable Paper	0.06	0.11	0.03	0.06	0.06
Soiled Pizza Boxes	0.00	0.00	0.00	0.00	0.00
Styrofoam	0.02	0.10	0.03	0.02	0.04
Bulky Rigid Plastics	0.10	0.03	0.09	0.00	0.05
Unacceptable Rigid Plastics	0.11	0.12	0.08	0.03	0.08
Plastic Garbage Bags	0.00	0.00	0.00	0.00	0.00
Other Plastic Film/Flexibles	0.24	0.27	0.10	0.09	0.17
Aluminum Foil and Trays	0.04	0.03	0.00	0.03	0.03
Unacceptable Glass, Ceramics, and Porcelain	0.00	0.00	0.00	0.01	0.00
Food Waste	0.03	0.08	0.00	0.01	0.03
Yard Waste	0.10	0.00	0.00	0.00	0.02
Textiles and Shoes	0.00	0.13	0.07	0.00	0.05
Construction and Demolition (C&D) Waste	0.02	0.01	0.05	0.00	0.02
Hazardous/Special Waste	0.04	0.06	0.00	0.00	0.02
Batteries	0.00	0.00	0.00	0.00	0.00
Sharps	0.00	0.00	0.00	0.00	0.00
E-Waste & Small Appliances	0.00	0.03	0.00	0.00	0.01
Bulky Items	0.00	0.00	0.33	0.00	0.09
Tires	0.00	0.00	0.00	0.00	0.00
Tanglers	0.00	0.00	0.00	0.00	0.00
Bagged Recyclables	0.00	0.00	0.01	0.13	0.04
Bagged Waste	0.00	0.00	0.00	0.00	0.00
Disposable Diapers	0.00	0.00	0.00	0.00	0.00
Other Contaminants	0.13	0.40	0.11	0.37	0.26
Contaminants	**1.31**	**1.72**	**1.11**	**0.90**	**1.26**
Total	**296.27**	**153.00**	**139.55**	**187.98**	**186.55**

Note: Columns may not appear to correctly sum due to rounding.

Table E-2: Single-Family Residential Trash Generation (pounds/household/year)

Material Categories	Monday	Tuesday	Wednesday	Thursday	Citywide
Corrugated Cardboard	37.71	47.45	27.18	43.11	38.58
Mixed Recyclable Paper	124.90	119.39	180.87	135.19	142.13
Total Program Recyclable Paper	**162.61**	**166.84**	**208.05**	**178.29**	**180.71**
PET Bottles (#1)	23.53	23.83	22.75	21.69	22.93
HDPE Bottles (#2)	8.92	13.85	12.72	10.76	11.77
Tin/Steel Cans	6.37	9.01	12.99	12.27	10.44
Aluminum Cans	8.19	13.99	18.04	13.82	13.95
Glass Bottles and Jars	4.99	20.67	11.11	23.39	15.45
Total Program Recyclable Containers	**51.99**	**81.35**	**77.62**	**81.95**	**74.53**
Hazardous/Special Waste	15.86	1.50	0.35	0.00	3.68
Batteries	1.04	0.18	0.00	1.24	0.56
Sharps	0.09	0.10	0.52	0.65	0.35
E-Waste & Small Appliances	9.74	1.55	30.91	11.66	14.16
Household Hazardous Waste Drop-off Materials	**26.73**	**3.33**	**31.78**	**13.55**	**18.76**
Compostable Paper	57.46	45.04	50.41	79.22	57.57
Food Waste	254.64	166.83	161.93	169.61	183.73
Yard Waste	110.61	94.64	59.02	64.20	80.02
Total Potential Compostables	**422.71**	**306.51**	**271.36**	**313.03**	**321.31**
PP Bottles, Jars, Jugs (#5)	1.91	1.14	5.41	1.32	2.57
Total Potential Recyclable Materials	**1.91**	**1.14**	**5.41**	**1.32**	**2.57**
Aseptic Boxes and Gable Top Cartons	15.71	4.43	3.70	5.88	6.84
PET Clamshells (#1)	6.51	3.64	3.09	7.49	5.01
PET Drink Cups (#1)	0.36	0.77	0.00	1.30	0.60
Other PET Non-Bottle – Clear (#1)	1.62	1.92	7.74	6.20	4.60
Other PET Non-Bottle - Opaque/Pigmented (#1)	1.13	1.07	4.29	0.16	1.78
HDPE Non-Bottle Containers (#2)	1.36	1.14	0.59	1.65	1.15
PP Clamshells (#5)	9.26	2.23	0.27	0.00	2.52
PP Tubs (#5)	10.11	5.53	14.40	10.77	10.30
PP Drink Cups (#5)	3.02	3.38	11.47	4.79	5.99
Other PP Non-bottle Rigids (#5)	0.80	3.53	5.57	2.57	3.33
Other Plastic Drink Cups (#3, #4, #6, #7)	0.56	1.04	0.53	4.22	1.58
Other Small Rigid Packaging Containers (#3, #4, #6, #7)	1.60	0.00	0.70	0.00	0.52
Bulky Rigid Plastics	6.83	14.66	5.85	6.26	8.46
Expanded Polystyrene Foam	14.76	15.18	9.75	16.77	13.93
Unacceptable Metals	22.07	11.62	23.54	10.81	16.95
Aluminum Foil and Trays	8.27	10.85	8.12	6.53	8.47
Textiles and Shoes	74.10	39.39	103.48	93.77	78.33
Construction and Demolition (C&D) Waste	72.84	15.93	2.01	10.68	22.03
Tires	0.00	0.00	0.00	0.00	0.00
Total Potential Recoverables	**250.92**	**136.31**	**205.10**	**189.86**	**192.42**
Non-Recyclable Paper	35.60	72.25	56.94	26.96	49.23
Soiled Pizza Boxes	0.00	1.66	4.83	2.75	2.51
Unacceptable Rigid Plastics	37.04	17.00	29.87	17.71	24.90
Plastic Garbage Bags	53.91	26.65	30.44	20.17	31.60
Other Plastic Film/Flexibles	144.96	135.38	112.15	91.35	119.67
Unacceptable Glass, Ceramics, and Porcelain	0.88	1.08	11.74	14.04	7.33
Bulky Items	0.00	93.15	0.00	7.33	26.31
Disposable Diapers	41.00	73.56	30.37	63.81	52.16
All Other Garbage	191.27	91.53	123.02	161.53	138.00
Liquids	2.30	4.84	3.44	5.05	3.98
All Other Materials	**506.96**	**517.11**	**402.80**	**410.69**	**455.70**
Totals	**1423.82**	**1212.60**	**1202.11**	**1188.69**	**1246.00**

Note: Columns may not appear to correctly sum due to rounding.

Appendix F:
City of Fayetteville
2024 Capture Study
Single-Family Individual Capture Study
Sample Results

Table F-1: Recycling Samples (sample weights – pounds)

	Monday: Route 35 Contamination	Monday: Route 33 Contamination	Monday: Route 37 Contamination	Tuesday: Route 33 Contamination	Tuesday: Route 37 Contamination	Tuesday: Route 31 Contamination
Material Categories sample #	**1**	**2**	**3**	**6**	**7**	**8**
Corrugated Cardboard	0.15	0	0.75	2.05	1.15	4.50
Mixed Recyclable Paper	1.30	0.55	3.55	3.65	4.45	11.25
Wet Paper and Cardboard	0	0	0	0	0	0
Aseptic Boxes and Gable Top Cartons	0.95	1.55	0.35	0.55	2.00	4.30
Compostable Paper	0.30	0.15	4.9	0.40	6.85	0.55
Non-recyclable Paper	0.65	0.50	0.35	0.20	0.45	3.70
Soiled Pizza Boxes	0	0	0	0	0	0
PET Bottles, Jugs, Jars (#1)	0.55	0.10	0.25	0.45	0.30	2.95
PET Clamshells (#1)	1.2	0.40	0.20	3.40	1.60	5.40
PET Drink Cups (#1)	0	0.50	0.10	1.80	0.50	4.70
Other PET Non-bottle Rigids – Clear (#1)	0.3	0.05	0.35	1.70	0.60	3.90
Other PET Non-bottle Rigids – Op./Pigment.(#1)	0	0.40	0	0.20	0	0.05
HDPE Bottles (#2)	1.65	2.45	0.2	0.55	0.65	3.45
Non-bottle HDPE Containers (#2)	0	0	0.20	0.75	0.20	0
PP Bottles, Jars, Jugs (#5)	0.15	0	0	0	0	0
PP Clamshells (#5)	0	0.20	0.50	0.50	0	0
PP Tubs (#5)	0.85	3.70	0.90	2.25	3.00	3.40
PP Drink Cups (#5)	0.45	0.40	0	0.85	0.15	0.65
Other PP Non-bottle Rigids (#5)	0	0	0.25	0	0.45	0
Other Plastic Drink Cups (#3, #4, #6, #7)	0	0	0.25	0.10	0	0.20
Other Sm. Rgd. Packaging Cont. (#3, #4, #6, #7)	0	0.30	0	0.95	0.20	0
Expanded Polystyrene Foam	0.05	0.25	0.20	0.20	1.00	2.80
Bulky Rigid Plastics	1.25	1.30	0	0	0.45	0.60
Unacceptable Rigid Plastics	1.20	1.35	0.30	0.55	0.80	3.70
Plastic Garbage Bags	0	0	0	0	0	0
Other Plastic Film/Flexibles	0.65	4.70	0.65	2.20	0.45	7.00
Tin/Steel Cans	0	0	0.10	0	0	1.35
Aluminum Cans	0.55	0.45	0.10	0	0	0.80
Aluminum Foil and Trays	0.75	0.30	0	1.20	0	0
Unacceptable Metals	1.40	1.80	0	0.30	0.15	4.80
Glass Bottles and Jars	1.35	0	0	0	0	0
Unacceptable Glass, Ceramics, and Porcelain	0	0	0	0	0	0
Food Waste	0.90	0	0	0.75	1.00	1.50
Yard Waste	0	0	2.00	0	0	0
Textiles and Shoes	0	0	0	0	0	5.20
Construction and Demolition (C&D) Waste	0.65	0	0	0	0	0.50
Hazardous/Special Waste	0	0	0.85	0	2.40	0
Batteries	0	0	0	0	0	0
Sharps	0	0	0	0	0	0
E-Waste & Small Appliances	0	0	0	0	1.15	0
Bulky Items	0	0	0	0	0	0
Tires	0	0	0	0	0	0
Tanglers	0	0	0	0	0	0
Bagged Recyclables	0	0	0	0	0	0
Bagged Waste	0	0	0	0	0	0
Disposable Diapers	0	0	0	0	0	0
Other Contaminants	0.20	0	2.25	4.50	2.65	9.40
Liquids	0	0	0	0	0	0
Totals	**17.45**	**21.00**	**22.15**	**30.05**	**32.60**	**86.65**

Note: Columns may not appear to correctly sum due to rounding.

Table F-1: Recycling Samples (sample weights – pounds) (Continued)

	Wednesday: Route 36 Contamination	Wednesday: Route 38 Contamination	Wednesday: Route 34 Contamination	Thursday: Route 35 Contamination	Thursday: Route 31 Contamination	Thursday: Route 37 Contamination
Material Categories sample #	**9**	**10**	**11**	**13**	**14**	**17**
Corrugated Cardboard	0	0	0.50	0	0	7.05
Mixed Recyclable Paper	1.70	1.30	0.65	0.85	0.60	3.70
Wet Paper and Cardboard	0	0	0	0	0	0
Aseptic Boxes and Gable Top Cartons	0.50	3.10	2.30	1.55	1.20	0.30
Compostable Paper	0.50	0	0.15	0.15	0	2.10
Non-recyclable Paper	0.45	0.40	0.05	0.65	0.25	1.10
Soiled Pizza Boxes	0	0	0	0	0	0
PET Bottles, Jugs, Jars (#1)	0	0	0	0.10	0	0.75
PET Clamshells (#1)	1.40	0.55	0.45	0.90	0.20	0.70
PET Drink Cups (#1)	0	0	0	0.10	0	0.20
Other PET Non-bottle Rigids – Clear (#1)	0.55	0.30	0.45	0.15	0.15	0.10
Other PET Non-bottle Rigids – Op./Pigment.(#1)	0	0	0	0	0	0
HDPE Bottles (#2)	1.00	0.85	0	1.15	0	0
Non-bottle HDPE Containers (#2)	0	0	0	0	0	0
PP Bottles, Jars, Jugs (#5)	0.05	0.05	0.10	0.20	0	0
PP Clamshells (#5)	0	0	0	0.15	0	0
PP Tubs (#5)	1.80	1.75	0.75	0.75	0.65	1.30
PP Drink Cups (#5)	0.50	0.20	0.15	0	0.15	0.05
Other PP Non-bottle Rigids (#5)	0	0.15	0	0	0	0.20
Other Plastic Drink Cups (#3, #4, #6, #7)	0	0.35	0.25	0.15	0	0
Other Sm. Rgd. Packaging Cont. (#3, #4, #6, #7)	0.10	0	0	0	0	0
Expanded Polystyrene Foam	0	0.40	0.55	0	0.10	0.55
Bulky Rigid Plastics	1.40	1.55	0	0	0	0
Unacceptable Rigid Plastics	0.45	0.65	1.35	0	0.50	0.50
Plastic Garbage Bags	0	0	0	0	0	0
Other Plastic Film/Flexibles	1.20	0.90	0.95	1.70	0	1.20
Tin/Steel Cans	0.45	0.10	0	1.15	0	0
Aluminum Cans	0.05	0.60	0.05	0.70	0.45	0.50
Aluminum Foil and Trays	0.05	0.05	0	1.20	0	0
Unacceptable Metals	0	0.05	1.35	0	0	0.35
Glass Bottles and Jars	0	0	0	0	0	0.75
Unacceptable Glass, Ceramics, and Porcelain	0	0	0	0	0	0.35
Food Waste	0	0	0	0	0.30	0
Yard Waste	0	0	0	0	0	0
Textiles and Shoes	0	0.70	1.50	0	0	0
Construction and Demolition (C&D) Waste	0	0	1.60	0	0	0
Hazardous/Special Waste	0	0	0	0	0	0
Batteries	0	0	0	0.10	0	0
Sharps	0	0	0	0	0	0
E-Waste & Small Appliances	0	0	0	0	0	0
Bulky Items	0	10.35	0	0	0	0
Tires	0	0	0	0	0	0
Tanglers	0	0	0	0	0	0
Bagged Recyclables	0	0.40	0	0	0	4.55
Bagged Waste	0	0	0	0	0	0
Disposable Diapers	0	0	0	0	0	0
Other Contaminants	2.30	1.10	0.15	1.35	0.25	11.10
Liquids	0	0	0	0	0	0
Totals	**14.45**	**25.85**	**13.30**	**13.05**	**4.80**	**37.40**

Note: Columns may not appear to correctly sum due to rounding.

Table F-2: Trash Samples (sample weights – pounds)

	Residential: Monday, 4063	Residential: Monday, 4076	Residential: Monday, 4056	Residential: Tuesday, 4050	Residential: Tuesday, 4063	Residential: Tuesday, 4057
Material Categories sample #	**4**	**5**	**6**	**10**	**11**	**12**
Corrugated Cardboard	6.75	2.20	8.10	4.80	16.40	4.55
Mixed Recyclable Paper	17.40	13.10	22.40	12.20	34.20	17.80
Aseptic Boxes and Gable Top Cartons	1.30	0.60	6.00	0.15	0.90	1.25
Compostable Paper	10.25	3.45	12.20	7.35	9.40	7.65
Non-recyclable Paper	6.75	2.15	7.00	12.10	17.50	9.80
Soiled Pizza Boxes	0	0	0	0	0.90	0
PET Bottles, Jugs, Jars (#1)	1.60	2.45	6.5	5.25	5.00	2.90
PET Clamshells (#1)	0.45	1.25	0.70	0.60	0.50	0.85
PET Drink Cups (#1)	0.15	0	0	0	0.20	0.20
Other PET Non-bottle Rigids – Clear (#1)	0.35	0	0.45	0.85	0	0.25
Other PET Non-bottle Rigids – Op./Pigment.(#1)	0.05	0.30	0	0.30	0.20	0.10
HDPE Bottles (#2)	2.05	0.55	1.25	4.45	2.50	0.90
Non-bottle HDPE Containers (#2)	0	0.30	0.20	0	0.40	0.20
PP Bottles, Jars, Jugs (#5)	0.30	0.25	0.20	0	0.40	0.20
PP Clamshells (#5)	2.05	0.60	1.35	0.45	0.80	0
PP Tubs (#5)	2.55	0	2.30	0.95	1.10	0.95
PP Drink Cups (#5)	0.65	0.15	0.55	0.85	0.30	0.70
Other PP Non-bottle Rigids (#5)	0	0	0.45	0.25	0.70	0.90
Other Plastic Drink Cups (#3, #4, #6, #7)	0.05	0	0.25	0.50	0	0.10
Other Sm. Rgd. Packaging Cont. (#3, #4, #6, #7)	0.25	0.30	0	0	0	0
Expanded Polystyrene Foam	3.65	0.40	2.70	0.85	6.20	1.15
Bulky Rigid Plastics	1.75	0.80	0	8.35	0.40	0
Unacceptable Rigid Plastics	4.70	2.60	9.70	5.50	2.60	1.50
Plastic Garbage Bags	8.10	5.75	8.70	4.90	5.20	4.40
Other Plastic Film/Flexibles	32.70	17.05	5.75	30.65	35.00	9.75
Tin/Steel Cans	1.10	0.75	0.70	2.05	2.10	0.85
Aluminum Cans	1.75	0.65	1.05	2.65	3.00	2.00
Aluminum Foil and Trays	0.50	0.45	3.15	0.60	2.60	2.50
Unacceptable Metals	0	6.35	0.40	3.20	1.60	1.65
Glass Bottles and Jars	0.35	0.50	1.40	1.45	3.60	5.72
Unacceptable Glass, Ceramics, and Porcelain	0	0	0.50	0.65	0	0
Food Waste	26.10	39.05	34.75	26.65	22.90	39.70
Yard Waste	7.30	0.50	51.80	0	42.20	8.30
Textiles and Shoes	7.45	14.05	5.20	12.20	2.50	7.15
Construction and Demolition (C&D) Waste	21.55	1.70	9.10	1.50	5.80	1.35
Hazardous/Special Waste	6.70	0	0	0.90	0	0
Batteries	0.15	0.15	0.10	0	0.10	0
Sharps	0	0	0.05	0	0	0.05
E-Waste & Small Appliances	0.35	2.65	0	0	0.40	0.40
Bulky Items	0	0	0	0	0	46.15
Tires	0	0	0	0	0	0
Disposable Diapers	8.35	6.10	0.40	13.05	9.20	17.25
All Other Garbage	22.30	25.20	30.35	22.80	15.6	12.25
Liquids	0	0	1.30	0	0	2.40
Totals	**207.80**	**152.35**	**237.00**	**189.0**	**252.40**	**213.85**

Note: Columns may not appear to correctly sum due to rounding.

Table F-2: Trash Samples (sample weights – pounds) (Continued)

	Residential: Wednesday, 4076	Residential: Wednesday, 4053	Residential: Wednesday, 4063	Residential: Thursday, 4076	Residential: Thursday, 4065	Residential: Thursday, 4057
Material Categories sample #	**16**	**17**	**18**	**22**	**23**	**24**
Corrugated Cardboard	7.60	6.40	1.55	19.95	4.05	0
Mixed Recyclable Paper	26.62	27.70	39.20	21.85	22.20	19.35
Aseptic Boxes and Gable Top Cartons	0.55	0.65	0.75	0.30	0.75	1.60
Compostable Paper	12.35	6.00	7.75	9.25	10.55	17.05
Non-recyclable Paper	10.20	14.35	7.55	3.45	3.20	6.05
Soiled Pizza Boxes	1.45	0	0.85	0	1.05	0
PET Bottles, Jugs, Jars (#1)	8.30	2.60	1.25	2.60	2.70	4.85
PET Clamshells (#1)	0	1.95	0.20	0.50	1.65	1.10
PET Drink Cups (#1)	0	0	0	0.80	0	0
Other PET Non-bottle Rigids – Clear (#1)	2.10	0	1.55	1.50	0.25	1.45
Other PET Non-bottle Rigids – Op./Pigment.(#1)	0.35	0	1.55	0.10	0	0
HDPE Bottles (#2)	1.60	2.45	2.70	2.75	0.60	2.20
Non-bottle HDPE Containers (#2)	0.30	0	0	0.10	0.20	0.45
PP Bottles, Jars, Jugs (#5)	0.20	0.10	2.10	0.35	0	0.35
PP Clamshells (#5)	0	0.20	0	0	0	0
PP Tubs (#5)	4.25	2.15	1.35	1.45	1.90	1.60
PP Drink Cups (#5)	0.75	5.70	1.00	0.60	0.80	0.80
Other PP Non0bottle Rigids (#5)	0.85	0.65	1.30	0	0	1.20
Other Plastic Drink Cups (#3, #4, #6, #7)	0.20	0.10	0	0.30	1.30	0.15
Other Sm. Rgd. Packaging Cont. (#3, #4, #6, #7)	0	0	0.30	0	0	0
Expanded Polystyrene Foam	2.35	1.30	1.45	2.55	3.10	2.10
Bulky Rigid Plastics	1.00	1.85	0.60	2.00	0	1.40
Unacceptable Rigid Plastics	4.10	4.80	6.60	2.90	1.85	3.80
Plastic Garbage Bags	8.60	5.20	2.80	1.60	3.60	3.80
Other Plastic Film/Flexibles	23.35	24.05	14.55	14.80	14.10	14.15
Tin/Steel Cans	2.80	2.45	1.80	0.70	3.35	1.10
Aluminum Cans	4.65	2.20	2.55	1.20	2.65	2.30
Aluminum Foil and Trays	1.20	2.90	0.80	1.00	0.85	1.25
Unacceptable Metals	5.15	2.70	4.20	0.65	0.25	4.25
Glass Bottles and Jars	2.10	0	3.00	2.15	5.10	3.05
Unacceptable Glass, Ceramics, and Porcelain	0	0	5.05	0.40	0	6.25
Food Waste	32.65	21.95	29.30	32.25	21.60	28.25
Yard Waste	15.20	18.00	2.10	15.20	0.30	18.05
Textiles and Shoes	22.45	24.80	11.15	23.60	4.20	20.70
Construction and Demolition (C&D) Waste	0.75	0.40	0	2.00	0.75	2.55
Hazardous/Special Waste	0	0	0.15	0	0	0
Batteries	0	0	0	0	0.35	0.15
Sharps	0	0.30	0.05	0.20	0	0.15
E-Waste & Small Appliances	0	5.35	10.20	0.85	0	4.80
Bulky Items	0	0	0	4.50	0	0
Tires	0	0	0	0	0	0
Disposable Diapers	3.90	5.20	6.75	7.85	12.65	8.35
All Other Garbage	23.45	19.45	21.80	24.10	29.55	20.95
Liquids	0.80	0	0.80	3.10	0	0
Totals	**232.20**	**213.90**	**196.65**	**209.45**	**155.45**	**205.60**

Note: Columns may not appear to correctly sum due to rounding.

Appendix G:
City of Fayetteville
2024 Capture Study
Capture Study Single-Family Residential
Detailed Generation and Capture Results

Table G-1: Single-family Citywide Program Recyclables and Capture Rate

Material Category	Generation (lb/hh/year)			Capture Rate
	Recycling	Trash	Total	
Corrugated Cardboard	108.89	38.58	147.47	73.8%
Mixed Recyclable Paper	21.07	142.13	163.21	12.9%
Total Program Recyclable Paper	**129.96**	**180.71**	**310.67**	**41.8%**
PET Bottles (#1)	5.99	22.93	28.91	20.7%
HDPE Bottles (#2)	3.38	11.77	15.15	22.3%
Tin/Steel Cans	3.38	10.44	13.81	24.4%
Aluminum Cans	3.57	13.95	17.52	20.4%
Glass Bottles and Jars	38.47	15.45	53.92	71.4%
Total Program Recyclable Containers	**54.79**	**74.53**	**129.32**	**42.4%**
Total Program Recyclables	**184.75**	**255.24**	**439.99**	**42.0%**

Note: Columns may not appear to correctly sum due to rounding.

Appendix H:
City of Fayetteville
2024 Capture Study
Film Material Categories

Table H-1: Film Categories

Material Categories	Descriptions and Examples
Single Resin PE (Polyethylene) Film	All PE (principally LDPE #4 but also LLDPE #4 and HDPE #2) film and related materials. Examples include retail carryout sacks (not used for trash disposal), outer mail pouch made from polyethylene plastic, air cushion pillows, bubble wrap, LDPE component bags, product overwrap (paper towels, napkins, disposable cups and dinnerware), case wrap (e.g., film over cases of bottled water), bread bags (bread, muffins, bagels, tortillas), ice bags, bulk produce bags (apples, potatoes, excludes cherries & grapes), lay flat rice & sweeteners (not crinkly & glossy), food storage bags (e.g., Ziploc®), single use produce bag (found on rolls in produce aisles), cereal box liners (unless it tears like paper), frozen vegetable pillow bags, produce wrap (shrink-wrapped individual peppers, cucumbers), polybags (e.g., clothing overwrap bags), dry-cleaner bags, newspaper bags, furniture and electronic wrap, wet or gooey monolayer PE film (e.g., Saran Wrap® that has come into contact with food but no longer contains food.
Single Resin PP (Polypropylene) Film	All PP film and related materials. Examples include salad bags (prepared salads, greens), pre-wrapped vegetables, fruit bags with #5 resin identification code (cherries, grapes), any transparent flexible packaging with a #5 resin identification code (e.g., LEGO® bags), woven, large pet food bags, salty snack food bags without a silver inner lining, clear frozen food bag wrappers for meals packaged in a paperboard outer box, and pasta bags.
Multi-material Laminated Packaging	Lay flat packaging, some with an inner silver lining. Examples include chip bags (potato chips, corn chips) with or without a silver inner lining, cookie packaging outer wrap (with silver inner lining), ramen bags, meat wraps, including deli meat, hot dogs, etc., cheese wraps, microwaveable food packaging, cake mix and other dry powder box liners (if it tears like paper).
Stand-up Pouches	Flexible packaging in a stand-up pouch format, including resealable stand-up pouches and those with a rigid plastics closure. Combined stand-up pouches from single resin PE, single resin PP, and multi-material laminated packaging as defined above. Examples include baby food pouches, yogurt pouches, stand-up, resealable pouches for granola, snacks, sugar, rice, baking mixes, frozen seafood, etc., juice pouches (like Capri Sun), pet food pouches, crouton or other kinds of dry good pouches, coffee bags, and any other product example that comes in a 3D stand-up pouch.
Large, Film Bags	Thick film bags associated with landscaping and products with typically outdoor uses. Examples include heavy gauge bags such as mulch, soils, compost, pellets, and winter salt.
Unknown Film Type	An “all other” category that falls outside of any of the above or is considered too small for capture (<2” in any direction). Examples include lay flat rice & sweeteners (if crinkly & glossy), meat top-wrap, frozen food bags (excluding veggie pillow bags), small candy and granola bar wrappers, compostable packaging, popsicle bags, cheese stick bags, six-pack rings (has an oxo-biodegradable additive), any film marked as compostable, sachets (small packets for single use ketchup, shampoo, etc.), and torn or broken pieces of larger packaging that cannot be identified.

Appendix I:
Boston Mountain Solid Waste District
2024 Waste Characterization Study
Individual WCS Sample Results

APPENDIX I: INDIVIDUAL WCS SAMPLE RESULTS

Table I-1: Trash Samples (percent by weight)

	Murray: Monday	Skywalker Disposal: Monday	Murray: Monday	Trash Away: Monday	Neighbors NWA: Tuesday	Courtesy Sanitation: Tuesday
Material Categories sample #	**1**	**2**	**3**	**4**	**7**	**8**
Corrugated Cardboard	0.0%	4.2%	3.2%	5.4%	1.0%	2.3%
Mixed Recyclable Paper	10.6%	7.3%	11.4%	4.7%	13.8%	11.2%
Aseptic Boxes and Gable Top Cartons	0.0%	0.1%	0.2%	0.4%	1.2%	0.1%
Compostable Paper	5.5%	2.3%	6.5%	5.2%	4.7%	5.9%
Soiled Pizza Boxes	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Non-recyclable Paper	6.9%	3.3%	3.9%	4.2%	3.9%	1.8%
PET Bottles, Jugs, Jars – Clear (#1)	3.4%	3.2%	2.8%	2.7%	1.0%	1.5%
PET Bottles, Jugs, Jars – Opaque/Pigmented (#1)	0.1%	0.1%	0.0%	0.0%	0.0%	0.0%
PET Clamshells (#1)	0.2%	0.0%	0.4%	0.0%	0.0%	0.1%
PET Drink Cups (#1)	0.0%	0.0%	0.0%	0.0%	0.1%	0.0%
Other PET Non-bottle Rigids – Clear (#1)	0.3%	0.2%	0.7%	0.1%	0.1%	0.3%
Other PET Non-bottle Rigids – Op./Pigmented (#1)	0.0%	0.1%	0.2%	0.1%	0.1%	0.0%
Natural HDPE Bottles (#2)	0.7%	0.8%	1.6%	0.6%	0.3%	0.2%
Colored HDPE Bottles (#2)	0.8%	1.2%	1.3%	0.0%	0.9%	0.5%
Non-bottle HDPE Containers (#2)	0.0%	0.0%	0.1%	0.1%	0.2%	0.0%
PP Bottles, Jars, Jugs (#5)	0.4%	0.1%	0.6%	0.0%	0.9%	0.1%
PP Clamshells (#5)	0.0%	0.2%	0.1%	0.2%	0.2%	0.2%
PP Tubs (#5)	1.0%	0.7%	1.1%	0.6%	0.6%	0.7%
PP Drink Cups (#5)	0.2%	0.1%	0.3%	0.6%	0.6%	0.0%
Other PP Non-bottle Rigids (#5)	0.2%	0.2%	0.0%	0.5%	0.1%	0.3%
Other Plastic Drink Cups (#3, #4, #6, #7)	0.1%	0.1%	0.1%	0.2%	0.1%	0.0%
Other Sm. Rgd. Packaging Cont. (#3, #4, #6, #7)	0.1%	0.0%	0.1%	0.0%	0.0%	0.3%
Expanded Polystyrene Foam	0.9%	0.7%	0.9%	0.8%	0.3%	0.5%
Bulky Rigid Plastics	4.4%	0.8%	1.5%	0.9%	1.3%	1.4%
Unacceptable Rigid Plastics	0.6%	1.0%	0.6%	1.8%	0.8%	1.2%
Plastic Garbage Bags	2.1%	5.3%	3.7%	0.5%	1.2%	1.3%
Other Plastic Film/Flexibles	7.7%	9.0%	5.6%	5.6%	3.5%	2.1%
Tin/Steel Cans	1.5%	2.2%	5.5%	2.6%	1.4%	0.6%
Aluminum Cans	2.4%	0.7%	1.8%	1.1%	1.0%	0.9%
Aluminum Foil and Trays	0.3%	0.5%	0.6%	0.4%	0.7%	0.2%
Unacceptable Metals	0.0%	0.2%	0.0%	0.3%	0.8%	0.8%
Glass Bottles and Jars	4.4%	5.8%	2.1%	4.3%	0.9%	1.8%
Unacceptable Glass, Ceramics, and Porcelain	0.0%	0.5%	0.6%	0.0%	0.0%	1.7%
Food Waste	20.5%	22.7%	22.3%	20.9%	29.9%	23.8%
Yard Waste	0.0%	0.0%	0.0%	0.4%	0.0%	0.6%
Textiles and Shoes	3.8%	5.4%	0.6%	7.6%	3.3%	6.7%
Construction and Demolition (C&D) Waste	5.2%	0.0%	0.2%	2.5%	1.6%	0.7%
Hazardous/Special Waste	0.0%	0.0%	0.3%	0.0%	0.0%	0.9%
Batteries	0.0%	0.2%	0.0%	0.0%	0.2%	0.0%
Sharps	0.0%	0.0%	0.0%	0.0%	0.1%	0.2%
E-Waste & Small Appliances	1.7%	0.4%	0.5%	3.6%	0.6%	1.1%
Bulky Items	0.0%	2.5%	0.0%	0.0%	0.0%	0.0%
Tires	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Disposable Diapers	4.7%	6.3%	9.5%	2.1%	10.1%	3.4%
All Other Garbage	6.9%	11.8%	7.7%	14.6%	11.1%	24.5%
Liquids	2.3%	0.0%	1.4%	4.4%	1.2%	0.2%
Totals	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**
Load Weights (tons)	**1.29**	**0.71**	**0.56**	**1.33**	**1.24**	**1.17**

Note: Columns may not appear to correctly sum due to rounding.

Table I-1: Trash Samples (percent by weight) (Cont.)

	Trash Away: Tuesday	Courtesy Sanitation: Tuesday	Northwest Sanitation: Wednesday	Trash Away: Wednesday	Northwest Sanitation: Wednesday	Trash Away: Wednesday
Material Categories sample #	**9**	**10**	**14**	**15**	**16**	**17**
Corrugated Cardboard	2.7%	0.6%	6.6%	3.3%	2.1%	4.9%
Mixed Recyclable Paper	8.0%	18.5%	9.4%	8.6%	9.6%	6.1%
Aseptic Boxes and Gable Top Cartons	0.4%	0.7%	3.4%	0.0%	1.0%	2.7%
Compostable Paper	4.5%	10.0%	5.0%	7.1%	5.6%	6.2%
Soiled Pizza Boxes	1.6%	0.0%	0.9%	0.0%	0.0%	0.0%
Non-recyclable Paper	3.2%	2.4%	3.8%	4.1%	6.9%	1.4%
PET Bottles, Jugs, Jars – Clear (#1)	2.0%	2.8%	3.0%	4.8%	3.8%	2.7%
PET Bottles, Jugs, Jars – Opaque/Pigmented (#1)	0.3%	0.6%	0.1%	0.0%	0.4%	0.1%
PET Clamshells (#1)	0.0%	0.2%	0.4%	0.3%	0.4%	0.8%
PET Drink Cups (#1)	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Other PET Non-bottle Rigids – Clear (#1)	0.0%	0.4%	0.9%	0.3%	0.5%	0.2%
Other PET Non-bottle Rigids – Op./Pigmented.(#1)	0.1%	0.0%	0.1%	0.0%	0.4%	0.3%
Natural HDPE Bottles (#2)	3.2%	0.7%	0.8%	6.2%	0.3%	1.8%
Colored HDPE Bottles (#2)	2.2%	0.5%	1.1%	0.9%	1.0%	1.1%
Non-bottle HDPE Containers (#2)	0.1%	0.0%	0.0%	0.1%	0.2%	0.0%
PP Bottles, Jars, Jugs (#5)	0.1%	0.2%	0.3%	0.0%	0.0%	0.2%
PP Clamshells (#5)	0.3%	0.1%	0.0%	0.1%	0.3%	0.0%
PP Tubs (#5)	0.4%	1.0%	0.7%	0.0%	0.5%	0.7%
PP Drink Cups (#5)	0.9%	0.2%	0.4%	0.8%	0.1%	0.0%
Other PP Non-bottle Rigids (#5)	0.2%	0.0%	0.4%	0.0%	0.0%	0.0%
Other Plastic Drink Cups (#3, #4, #6, #7)	0.0%	0.0%	0.3%	0.3%	0.1%	0.2%
Other Sm. Rgd. Packaging Cont. (#3, #4, #6, #7)	0.3%	0.4%	0.1%	0.1%	0.2%	0.0%
Expanded Polystyrene Foam	0.3%	1.2%	1.4%	1.3%	0.7%	0.6%
Bulky Rigid Plastics	0.7%	0.4%	0.5%	0.5%	0.0%	0.6%
Unacceptable Rigid Plastics	0.6%	0.4%	1.3%	2.3%	1.2%	0.9%
Plastic Garbage Bags	2.1%	-1.5%	2.5%	2.9%	1.4%	3.9%
Other Plastic Film/Flexibles	3.7%	1.2%	5.3%	6.6%	5.9%	6.8%
Tin/Steel Cans	1.2%	1.4%	2.6%	1.9%	1.6%	1.2%
Aluminum Cans	1.5%	0.9%	2.3%	2.9%	2.0%	1.2%
Aluminum Foil and Trays	0.2%	0.1%	0.4%	0.0%	0.3%	0.1%
Unacceptable Metals	0.4%	1.6%	0.8%	0.0%	0.0%	0.0%
Glass Bottles and Jars	1.4%	1.8%	7.7%	2.0%	2.1%	4.5%
Unacceptable Glass, Ceramics, and Porcelain	1.1%	1.1%	0.6%	0.0%	0.0%	0.6%
Food Waste	21.8%	23.0%	18.0%	17.0%	23.4%	18.9%
Yard Waste	10.6%	0.0%	1.7%	2.3%	0.0%	0.1%
Textiles and Shoes	1.1%	3.8%	5.3%	1.5%	3.1%	0.3%
Construction and Demolition (C&D) Waste	0.6%	0.0%	0.9%	0.0%	0.0%	0.3%
Hazardous/Special Waste	1.5%	0.0%	0.5%	0.4%	0.0%	1.5%
Batteries	0.0%	0.1%	0.0%	0.0%	0.0%	0.2%
Sharps	0.1%	0.0%	0.0%	0.0%	0.2%	0.1%
E-Waste & Small Appliances	2.8%	0.4%	0.2%	0.0%	0.0%	0.0%
Bulky Items	0.0%	0.0%	0.0%	0.0%	0.0%	15.2%
Tires	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Disposable Diapers	5.3%	13.7%	4.5%	9.5%	2.6%	5.4%
All Other Garbage	11.0%	11.0%	5.2%	7.9%	18.3%	7.0%
Liquids	1.3%	0.1%	0.7%	3.8%	3.9%	1.4%
Totals	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**
Load Weights (tons)	**5.33**	**0.94**	**1.16**	**1.53**	**0.84**	**1.71**

Note: Columns may not appear to correctly sum due to rounding.

Table I-1: Trash Samples (percent by weight) (Cont.)

	Waste Management: Wednesday	Waste Management Wednesday	Waste Management: Thursday	City of Prairie Grove: Wednesday	City of Prairie Grove: Tuesday	City of Prairie Grove: Tuesday
Material Categories sample #	**11**	**12**	**25**	**13**	**5**	**6**
Corrugated Cardboard	6.0%	1.0%	1.1%	2.5%	1.1%	9.7%
Mixed Recyclable Paper	6.9%	5.9%	10.0%	10.1%	6.2%	7.6%
Aseptic Boxes and Gable Top Cartons	0.2%	0.5%	0.6%	0.0%	0.4%	0.1%
Compostable Paper	3.4%	4.6%	5.0%	1.9%	3.3%	2.1%
Soiled Pizza Boxes	0.6%	0.0%	0.2%	0.0%	2.0%	0.0%
Non-recyclable Paper	3.9%	3.2%	6.0%	2.4%	2.6%	1.5%
PET Bottles, Jugs, Jars – Clear (#1)	1.3%	2.1%	3.0%	1.7%	1.2%	2.4%
PET Bottles, Jugs, Jars – Opaque/Pigmented (#1)	0.0%	0.1%	0.7%	0.0%	0.0%	0.0%
PET Clamshells (#1)	0.3%	0.3%	0.3%	0.0%	0.3%	0.1%
PET Drink Cups (#1)	0.0%	0.0%	0.0%	0.1%	0.1%	0.0%
Other PET Non-bottle Rigids – Clear (#1)	0.3%	0.2%	0.0%	0.0%	0.2%	0.1%
Other PET Non-bottle Rigids – Op./Pigmented (#1)	0.8%	0.0%	0.2%	0.0%	0.1%	0.0%
Natural HDPE Bottles (#2)	0.6%	0.6%	0.5%	0.5%	0.5%	0.7%
Colored HDPE Bottles (#2)	4.0%	0.6%	0.5%	0.4%	0.7%	0.0%
Non-bottle HDPE Containers (#2)	0.0%	0.0%	0.1%	0.0%	0.0%	0.0%
PP Bottles, Jars, Jugs (#5)	0.0%	0.2%	0.2%	0.2%	0.1%	0.1%
PP Clamshells (#5)	0.0%	0.3%	0.0%	0.1%	0.0%	0.1%
PP Tubs (#5)	1.0%	1.4%	0.7%	1.0%	0.4%	0.2%
PP Drink Cups (#5)	0.0%	0.1%	0.1%	0.4%	0.2%	0.1%
Other PP Non-bottle Rigids (#5)	0.1%	0.0%	0.0%	0.1%	0.3%	0.1%
Other Plastic Drink Cups (#3, #4, #6, #7)	0.2%	0.7%	0.2%	0.2%	0.1%	0.1%
Other Sm. Rgd. Packaging Cont. (#3, #4, #6, #7)	1.6%	0.2%	0.2%	0.1%	0.4%	0.2%
Expanded Polystyrene Foam	1.2%	0.4%	0.9%	0.1%	0.6%	0.7%
Bulky Rigid Plastics	0.2%	0.5%	0.3%	10.5%	0.0%	1.3%
Unacceptable Rigid Plastics	0.8%	1.0%	1.6%	1.8%	2.7%	0.1%
Plastic Garbage Bags	1.3%	1.9%	2.8%	3.4%	2.4%	1.6%
Other Plastic Film/Flexibles	1.3%	4.6%	6.3%	3.4%	3.6%	2.5%
Tin/Steel Cans	0.6%	0.2%	1.5%	0.9%	1.6%	3.2%
Aluminum Cans	0.3%	0.5%	1.6%	1.3%	1.3%	2.1%
Aluminum Foil and Trays	1.9%	0.4%	0.5%	0.1%	0.2%	0.6%
Unacceptable Metals	0.1%	0.2%	0.9%	0.5%	0.3%	0.1%
Glass Bottles and Jars	1.5%	5.1%	4.7%	0.2%	6.4%	6.9%
Unacceptable Glass, Ceramics, and Porcelain	0.7%	0.2%	0.3%	0.2%	0.0%	0.9%
Food Waste	32.9%	31.2%	21.3%	21.0%	21.6%	23.7%
Yard Waste	0.0%	9.5%	6.3%	0.1%	3.4%	7.2%
Textiles and Shoes	2.8%	0.9%	3.9%	3.4%	5.6%	1.6%
Construction and Demolition (C&D) Waste	0.0%	0.9%	4.3%	11.9%	0.0%	2.6%
Hazardous/Special Waste	0.0%	0.8%	0.5%	0.0%	0.0%	5.7%
Batteries	0.0%	0.0%	0.0%	0.1%	0.1%	0.0%
Sharps	0.0%	0.2%	0.1%	0.0%	0.1%	0.0%
E-Waste & Small Appliances	0.0%	0.0%	0.9%	0.9%	0.0%	0.0%
Bulky Items	0.0%	0.0%	0.0%	2.3%	4.2%	0.0%
Tires	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Disposable Diapers	14.7%	3.4%	4.1%	0.1%	10.7%	5.1%
All Other Garbage	4.9%	8.0%	6.9%	14.3%	14.2%	8.2%
Liquids	3.5%	7.8%	0.5%	1.4%	1.2%	0.5%
Totals	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**
Load Weights (tons)	**0.08**	**0.13**	**3.73**	**5.81**	**7.07**	**9.44**

Note: Columns may not appear to correctly sum due to rounding.

Table I-1: Trash Samples (percent by weight) (Cont.)

	LRS / City of Johnson: Thursday	LRS / City of Johnson: Thursday	LRS / City of Johnson: Thursday	LRS / City of Johnson: Thursday	LRS / City of Johnson: Thursday	LRS / City of Johnson: Thursday
Material Categories sample #	**19**	**20**	**21**	**22**	**23**	**24**
Corrugated Cardboard	5.0%	1.8%	9.0%	12.1%	0.0%	0.9%
Mixed Recyclable Paper	10.3%	7.7%	9.2%	10.0%	9.7%	10.2%
Aseptic Boxes and Gable Top Cartons	2.8%	0.2%	0.0%	0.5%	0.6%	0.5%
Compostable Paper	8.6%	5.7%	6.3%	4.7%	5.0%	3.8%
Soiled Pizza Boxes	0.0%	0.2%	0.0%	0.0%	0.0%	0.0%
Non-recyclable Paper	5.6%	4.6%	6.1%	2.4%	3.6%	2.8%
PET Bottles, Jugs, Jars – Clear (#1)	3.9%	1.6%	2.3%	1.1%	2.3%	1.6%
PET Bottles, Jugs, Jars – Opaque/Pigmented (#1)	0.0%	0.1%	0.1%	0.1%	0.0%	0.4%
PET Clamshells (#1)	0.5%	0.1%	0.3%	0.2%	0.6%	0.2%
PET Drink Cups (#1)	0.1%	0.0%	0.0%	0.1%	0.1%	0.0%
Other PET Non-bottle Rigids – Clear (#1)	0.2%	0.3%	0.9%	0.0%	0.3%	0.2%
Other PET Non-bottle Rigids – Op./Pigmented (#1)	0.0%	0.0%	0.5%	0.1%	0.1%	0.0%
Natural HDPE Bottles (#2)	0.6%	0.8%	0.7%	0.7%	0.3%	0.2%
Colored HDPE Bottles (#2)	0.5%	0.4%	0.2%	0.1%	0.5%	0.2%
Non-bottle HDPE Containers (#2)	0.0%	0.1%	0.1%	0.1%	0.0%	0.1%
PP Bottles, Jars, Jugs (#5)	1.1%	0.8%	0.0%	0.1%	0.1%	0.1%
PP Clamshells (#5)	0.2%	0.3%	0.5%	0.3%	0.2%	0.1%
PP Tubs (#5)	0.9%	0.6%	0.6%	0.4%	0.4%	0.3%
PP Drink Cups (#5)	0.2%	0.0%	0.2%	0.1%	0.3%	0.2%
Other PP Non-bottle Rigids (#5)	0.2%	0.2%	0.1%	0.2%	0.2%	0.2%
Other Plastic Drink Cups (#3, #4, #6, #7)	0.1%	0.0%	0.1%	0.2%	0.2%	0.1%
Other Sm. Rgd. Packaging Cont. (#3, #4, #6, #7)	0.2%	0.2%	0.5%	0.1%	0.3%	0.2%
Expanded Polystyrene Foam	1.1%	0.9%	1.9%	0.7%	1.1%	0.6%
Bulky Rigid Plastics	0.3%	0.5%	0.6%	0.1%	0.0%	0.7%
Unacceptable Rigid Plastics	2.4%	0.6%	1.1%	0.7%	3.2%	0.5%
Plastic Garbage Bags	2.0%	2.0%	1.9%	2.4%	2.0%	1.8%
Other Plastic Film/Flexibles	4.6%	5.4%	5.9%	4.4%	5.6%	5.6%
Tin/Steel Cans	3.8%	1.1%	1.7%	1.7%	1.4%	1.3%
Aluminum Cans	0.8%	1.9%	1.7%	0.7%	1.7%	1.6%
Aluminum Foil and Trays	0.4%	0.7%	1.4%	0.1%	0.1%	0.6%
Unacceptable Metals	0.9%	0.3%	1.8%	0.1%	0.0%	0.2%
Glass Bottles and Jars	4.5%	12.2%	1.1%	3.3%	2.7%	5.0%
Unacceptable Glass, Ceramics, and Porcelain	0.0%	0.0%	1.0%	0.0%	0.8%	0.0%
Food Waste	23.9%	20.7%	25.1%	27.8%	21.8%	30.6%
Yard Waste	0.0%	3.9%	6.6%	0.0%	0.4%	2.9%
Textiles and Shoes	1.8%	5.6%	0.9%	7.5%	0.7%	2.4%
Construction and Demolition (C&D) Waste	0.8%	0.0%	1.9%	0.0%	0.1%	0.5%
Hazardous/Special Waste	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%
Batteries	0.1%	0.0%	0.0%	0.0%	0.1%	0.1%
Sharps	0.0%	0.1%	0.1%	0.1%	0.0%	0.1%
E-Waste & Small Appliances	0.3%	0.0%	0.0%	3.7%	1.2%	1.1%
Bulky Items	2.3%	0.0%	0.0%	0.0%	0.0%	2.4%
Tires	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Disposable Diapers	1.7%	13.1%	1.7%	7.1%	20.0%	8.9%
All Other Garbage	6.2%	4.8%	4.4%	6.2%	6.7%	8.0%
Liquids	1.0%	0.6%	1.5%	0.1%	5.8%	2.7%
Totals	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**
Load Weights (tons)	**4.86**					

Note: Columns may not appear to correctly sum due to rounding.

Table I-1: Trash Samples (percent by weight) (Cont.)

	CARDS: Thursday
Material Categories sample #	**18**
Corrugated Cardboard	3.6%
Mixed Recyclable Paper	5.9%
Aseptic Boxes and Gable Top Cartons	0.2%
Compostable Paper	3.4%
Soiled Pizza Boxes	0.1%
Non-recyclable Paper	1.8%
PET Bottles, Jugs, Jars – Clear (#1)	1.8%
PET Bottles, Jugs, Jars – Opaque/Pigmented (#1)	0.1%
PET Clamshells (#1)	0.1%
PET Drink Cups (#1)	0.0%
Other PET Non-bottle Rigids – Clear (#1)	0.1%
Other PET Non-bottle Rigids – Op./Pigmented (#1)	0.1%
Natural HDPE Bottles (#2)	0.3%
Colored HDPE Bottles (#2)	0.3%
Non-bottle HDPE Containers (#2)	0.2%
PP Bottles, Jars, Jugs (#5)	0.1%
PP Clamshells (#5)	0.1%
PP Tubs (#5)	0.3%
PP Drink Cups (#5)	0.2%
Other PP Non-bottle Rigids (#5)	0.1%
Other Plastic Drink Cups (#3, #4, #6, #7)	0.3%
Other Sm. Rgd. Packaging Cont. (#3, #4, #6, #7)	0.0%
Expanded Polystyrene Foam	0.7%
Bulky Rigid Plastics	1.7%
Unacceptable Rigid Plastics	1.1%
Plastic Garbage Bags	1.8%
Other Plastic Film/Flexibles	3.9%
Tin/Steel Cans	0.6%
Aluminum Cans	0.8%
Aluminum Foil and Trays	0.3%
Unacceptable Metals	1.1%
Glass Bottles and Jars	3.1%
Unacceptable Glass, Ceramics, and Porcelain	0.6%
Food Waste	11.3%
Yard Waste	9.1%
Textiles and Shoes	3.1%
Construction and Demolition (C&D) Waste	25.9%
Hazardous/Special Waste	0.2%
Batteries	0.1%
Sharps	0.0%
E-Waste & Small Appliances	1.5%
Bulky Items	0.3%
Tires	0.0%
Disposable Diapers	3.5%
All Other Garbage	9.1%
Liquids	1.1%
Totals	**100.0%**
Load Weights (tons)	**3.73**

Note: Columns may not appear to correctly sum due to rounding.

Appendix J:
Boston Mountain Solid Waste District
2024 Waste Composition Study
Individual Visual Audit Results

Table J-1: Individual General Public Waste Visual Audit Results (% by volume)

	Vehicle Type	Dump Trailer	Dump Trailer	Dump Trailer	Dump Trailer	Roll Off
	Estimated Load Volume (cy)	100	90	100	100	90
	Sample Number	2	4	6	7	8
Paper	Corrugated Cardboard	0.0%	5.0%	10.0%	5.0%	5.0%
	Other Paper	0.0%	0.0%	0.0%	0.0%	0.0%
Plastic	Film	5.0%	20.0%	10.0%	5.0%	2.0%
	Polystyrene Foam	0.0%	0.0%	0.0%	0.0%	0.0%
	Rigid Plastics	10.0%	0.0%	0.0%	0.0%	8.0%
	PVC Pipe	0.0%	0.0%	0.0%	0.0%	0.0%
Metal	Major Appliances	0.0%	0.0%	0.0%	0.0%	0.0%
	HVAC Ducting	0.0%	0.0%	0.0%	0.0%	0.0%
	Ferrous Scrap Metal	5.0%	0.0%	0.0%	40.0%	0.0%
	Non-ferrous Scrap Metal	0.0%	0.0%	0.0%	0.0%	5.0%
Organics	Yard Waste	0.0%	0.0%	0.0%	0.0%	0.0%
	Soil	0.0%	0.0%	0.0%	0.0%	0.0%
C&D Debris	Treated Wood	45.0%	20.0%	0.0%	10.0%	0.0%
	Untreated Wood	10.0%	0.0%	25.0%	0.0%	0.0%
	Carpet and Padding	0.0%	0.0%	0.0%	0.0%	0.0%
	Drywall	0.0%	0.0%	0.0%	0.0%	0.0%
	Roofing Shingles	15.0%	0.0%	0.0%	40.0%	0.0%
	Concrete	0.0%	0.0%	0.0%	0.0%	0.0%
	Asphalt	0.0%	0.0%	0.0%	0.0%	0.0%
	Rock	0.0%	0.0%	0.0%	0.0%	0.0%
	Brick and Masonry	0.0%	0.0%	0.0%	0.0%	0.0%
	Fines and Grit	0.0%	0.0%	0.0%	0.0%	0.0%
	Fiberglass - insulation	5.0%	0.0%	0.0%	0.0%	0.0%
	Fiberglass - rigid	0.0%	0.0%	0.0%	0.0%	0.0%
	Tile and Porcelain	0.0%	5.0%	0.0%	0.0%	0.0%
	Linoleum and Vinyl	0.0%	0.0%	0.0%	0.0%	0.0%
	Paned Glass	0.0%	0.0%	0.0%	0.0%	0.0%
Furniture	Furniture	0.0%	0.0%	0.0%	0.0%	15.0%
	Mattresses	0.0%	0.0%	0.0%	0.0%	0.0%
Bagged Waste	Household Garbage	5.0%	0.0%	0.0%	0.0%	60.0%
	C&D Debris	0.0%	25.0%	40.0%	0.0%	0.0%
	Yard Waste	0.0%	0.0%	0.0%	0.0%	5.0%
Other	E-Waste	0.0%	0.0%	0.0%	0.0%	0.0%
	Household Hazardous Waste	0.0%	15.0%	10.0%	0.0%	0.0%
	Tires	0.0%	0.0%	0.0%	0.0%	0.0%
	Textiles	0.0%	0.0%	0.0%	0.0%	0.0%
	Mixed Residue/Loose MSW	0.0%	10.0%	5.0%	0.0%	0.0%
	TOTAL	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**

Note: Columns may not appear to sum correctly due to rounding.

Table J-1: Individual General Public Waste Visual Audit Results (% by volume) (cont.)

	Vehicle Type	Trailer	Trailer	Dump Trailer	Dump Trailer	Dump Trailer
	Estimated Load Volume (cy)	100	80	100	85	50
	Sample Number	15	18	19	21	22
Paper	Corrugated Cardboard	10.0%	2.0%	0.0%	0.0%	0.0%
	Other Paper	0.0%	0.0%	0.0%	0.0%	0.0%
Plastic	Film	0.0%	2.0%	0.0%	3.0%	5.0%
	Polystyrene Foam	0.0%	0.0%	0.0%	0.0%	0.0%
	Rigid Plastics	5.0%	0.0%	0.0%	0.0%	3.0%
	PVC Pipe	0.0%	0.0%	0.0%	0.0%	0.0%
Metal	Major Appliances	0.0%	0.0%	0.0%	0.0%	0.0%
	HVAC Ducting	0.0%	0.0%	0.0%	0.0%	0.0%
	Ferrous Scrap Metal	0.0%	0.0%	0.0%	0.0%	13.0%
	Non-ferrous Scrap Metal	0.0%	0.0%	0.0%	0.0%	0.0%
Organics	Yard Waste	0.0%	0.0%	0.0%	0.0%	12.0%
	Soil	0.0%	0.0%	0.0%	0.0%	2.0%
C&D Debris	Treated Wood	0.0%	0.0%	10.0%	5.0%	35.0%
	Untreated Wood	0.0%	0.0%	0.0%	0.0%	3.0%
	Carpet and Padding	0.0%	0.0%	0.0%	0.0%	0.0%
	Drywall	0.0%	0.0%	0.0%	0.0%	0.0%
	Roofing Shingles	0.0%	0.0%	0.0%	90.0%	0.0%
	Concrete	0.0%	0.0%	0.0%	0.0%	0.0%
	Asphalt	0.0%	0.0%	0.0%	0.0%	0.0%
	Rock	0.0%	0.0%	0.0%	0.0%	0.0%
	Brick and Masonry	0.0%	0.0%	0.0%	0.0%	0.0%
	Fines and Grit	0.0%	0.0%	0.0%	0.0%	0.0%
	Fiberglass - insulation	0.0%	0.0%	0.0%	0.0%	0.0%
	Fiberglass - rigid	0.0%	0.0%	0.0%	0.0%	0.0%
	Tile and Porcelain	0.0%	0.0%	0.0%	0.0%	0.0%
	Linoleum and Vinyl	0.0%	0.0%	0.0%	0.0%	0.0%
	Paned Glass	0.0%	0.0%	0.0%	0.0%	0.0%
Furniture	Furniture	0.0%	86.0%	0.0%	0.0%	0.0%
	Mattresses	0.0%	0.0%	0.0%	0.0%	0.0%
Bagged Waste	Household Garbage	65.0%	10.0%	15.0%	0.0%	0.0%
	C&D Debris	0.0%	0.0%	0.0%	0.0%	15.0%
	Yard Waste	0.0%	0.0%	0.0%	0.0%	0.0%
Other	E-Waste	0.0%	0.0%	0.0%	0.0%	0.0%
	Household Hazardous Waste	0.0%	0.0%	5.0%	0.0%	0.0%
	Tires	0.0%	0.0%	0.0%	0.0%	2.0%
	Textiles	0.0%	0.0%	0.0%	0.0%	0.0%
	Mixed Residue/Loose MSW	20.0%	0.0%	70.0%	2.0%	10.0%
	TOTAL	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**

Note: Columns may not appear to sum correctly due to rounding.

Table J-1: Individual General Public Waste Visual Audit Results (% by volume) (cont.)

	Vehicle Type	Trailer	Dump Trailer	Trailer	Dump Trailer	Trailer
	Estimated Load Volume (cy)	100	100	25	100	100
	Sample Number	24	25	28	31	32
Paper	Corrugated Cardboard	0.0%	0.0%	10.0%	1.0%	0.0%
	Other Paper	0.0%	0.0%	0.0%	0.0%	0.0%
Plastic	Film	0.0%	0.0%	10.0%	8.0%	0.0%
	Polystyrene Foam	0.0%	0.0%	0.0%	0.0%	0.0%
	Rigid Plastics	10.0%	0.0%	0.0%	0.0%	2.0%
	PVC Pipe	0.0%	0.0%	0.0%	0.0%	0.0%
Metal	Major Appliances	0.0%	0.0%	0.0%	0.0%	0.0%
	HVAC Ducting	0.0%	0.0%	0.0%	0.0%	0.0%
	Ferrous Scrap Metal	0.0%	0.0%	0.0%	2.0%	0.0%
	Non-ferrous Scrap Metal	0.0%	0.0%	0.0%	0.0%	0.0%
Organics	Yard Waste	0.0%	0.0%	0.0%	0.0%	0.0%
	Soil	0.0%	0.0%	0.0%	0.0%	0.0%
C&D Debris	Treated Wood	0.0%	0.0%	10.0%	3.0%	55.0%
	Untreated Wood	0.0%	0.0%	0.0%	0.0%	0.0%
	Carpet and Padding	10.0%	0.0%	0.0%	0.0%	0.0%
	Drywall	0.0%	0.0%	0.0%	0.0%	0.0%
	Roofing Shingles	0.0%	0.0%	0.0%	86.0%	0.0%
	Concrete	0.0%	0.0%	0.0%	0.0%	0.0%
	Asphalt	0.0%	0.0%	0.0%	0.0%	0.0%
	Rock	0.0%	0.0%	0.0%	0.0%	0.0%
	Brick and Masonry	0.0%	0.0%	0.0%	0.0%	0.0%
	Fines and Grit	0.0%	0.0%	0.0%	0.0%	0.0%
	Fiberglass - insulation	0.0%	0.0%	0.0%	0.0%	0.0%
	Fiberglass - rigid	0.0%	0.0%	0.0%	0.0%	0.0%
	Tile and Porcelain	0.0%	0.0%	0.0%	0.0%	0.0%
	Linoleum andVinyl	0.0%	0.0%	0.0%	0.0%	0.0%
	Paned Glass	0.0%	0.0%	0.0%	0.0%	0.0%
Furniture	Furniture	0.0%	0.0%	0.0%	0.0%	0.0%
	Mattresses	0.0%	0.0%	0.0%	0.0%	0.0%
Bagged Waste	Household Garbage	50.0%	0.0%	55.0%	0.0%	0.0%
	C&D Debris	5.0%	0.0%	0.0%	0.0%	41.0%
	Yard Waste	0.0%	0.0%	0.0%	0.0%	0.0%
Other	E-Waste	0.0%	0.0%	0.0%	0.0%	0.0%
	Household Hazardous Waste	0.0%	0.0%	0.0%	0.0%	0.0%
	Tires	0.0%	100.0%	0.0%	0.0%	0.0%
	Textiles	5.0%	0.0%	0.0%	0.0%	0.0%
	Mixed Residue/Loose MSW	20.0%	0.0%	15.0%	0.0%	2.0%
	TOTAL	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**

Note: Columns may not appear to sum correctly due to rounding.

Table J-1: Individual General Public Waste Visual Audit Results (% by volume) (cont.)

	Vehicle Type	Dump Trailer	Dump Trailer	Dump Trailer	Dump Trailer	Truck Bed
	Estimated Load Volume (cy)	100	95	100	80	100
	Sample Number	33	36	37	39	40
Paper	Corrugated Cardboard	1.0%	3.0%	1.0%	1.0%	0.0%
	Other Paper	0.0%	0.0%	0.0%	0.0%	0.0%
Plastic	Film	3.0%	0.0%	5.0%	3.0%	0.0%
	Polystyrene Foam	5.0%	0.0%	0.0%	0.0%	0.0%
	Rigid Plastics	0.0%	5.0%	0.0%	0.0%	0.0%
	PVC Pipe	0.0%	0.0%	0.0%	0.0%	0.0%
Metal	Major Appliances	0.0%	0.0%	0.0%	0.0%	0.0%
	HVAC Ducting	0.0%	0.0%	0.0%	0.0%	0.0%
	Ferrous Scrap Metal	0.0%	20.0%	0.0%	0.0%	3.0%
	Non-ferrous Scrap Metal	0.0%	0.0%	3.0%	0.0%	0.0%
Organics	Yard Waste	0.0%	8.0%	0.0%	0.0%	0.0%
	Soil	0.0%	0.0%	0.0%	0.0%	0.0%
C&D Debris	Treated Wood	40.0%	22.0%	0.0%	5.0%	32.0%
	Untreated Wood	0.0%	0.0%	0.0%	0.0%	0.0%
	Carpet and Padding	0.0%	0.0%	0.0%	0.0%	0.0%
	Drywall	15.0%	0.0%	0.0%	0.0%	49.0%
	Roofing Shingles	0.0%	0.0%	85.0%	85.0%	0.0%
	Concrete	0.0%	0.0%	0.0%	0.0%	0.0%
	Asphalt	0.0%	0.0%	0.0%	0.0%	0.0%
	Rock	0.0%	0.0%	0.0%	0.0%	0.0%
	Brick and Masonry	0.0%	0.0%	0.0%	0.0%	0.0%
	Fines and Grit	0.0%	0.0%	0.0%	0.0%	0.0%
	Fiberglass - insulation	0.0%	0.0%	0.0%	0.0%	0.0%
	Fiberglass - rigid	0.0%	0.0%	0.0%	0.0%	0.0%
	Tile and Porcelain	0.0%	0.0%	0.0%	0.0%	0.0%
	Linoleum and Vinyl	0.0%	0.0%	0.0%	0.0%	0.0%
	Paned Glass	0.0%	0.0%	0.0%	0.0%	0.0%
Furniture	Furniture	0.0%	0.0%	0.0%	0.0%	0.0%
	Mattresses	0.0%	15.0%	0.0%	0.0%	0.0%
Bagged Waste	Household Garbage	7.0%	11.0%	0.0%	0.0%	16.0%
	C&D Debris	22.0%	0.0%	0.0%	0.0%	0.0%
	Yard Waste	0.0%	0.0%	0.0%	0.0%	0.0%
Other	E-Waste	0.0%	0.0%	0.0%	0.0%	0.0%
	Household Hazardous Waste	0.0%	0.0%	0.0%	0.0%	0.0%
	Tires	0.0%	0.0%	0.0%	0.0%	0.0%
	Textiles	0.0%	0.0%	0.0%	0.0%	0.0%
	Mixed Residue/Loose MSW	7.0%	16.0%	6.0%	6.0%	0.0%
	TOTAL	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**

Note: Columns may not appear to sum correctly due to rounding.

Table J-2: Individual Construction & Demolition (C&D) Debris Visual Audit Results (% by volume)

	Hauler	Latco	Ayers	First Star Construction	Latco	Dirty Deeds
	Vehicle Type	Dump Trailer	Dump Trailer	Dump Trailer	Roll Off	Dump Trailer
	Estimated Load Volume (cy)	100	60	75	80	60
	Sample Number	1	5	13	14	23
Paper	Corrugated Cardboard	0.0%	0.0%	0.0%	0.0%	0.0%
	Other Paper	0.0%	0.0%	0.0%	0.0%	0.0%
Plastic	Film	0.0%	0.0%	0.0%	0.0%	5.0%
	Polystyrene Foam	0.0%	0.0%	0.0%	0.0%	0.0%
	Rigid Plastics	0.0%	0.0%	10.0%	0.0%	10.0%
	PVC Pipe	0.0%	0.0%	0.0%	0.0%	0.0%
Metal	Major Appliances	0.0%	0.0%	0.0%	0.0%	0.0%
	HVAC Ducting	0.0%	0.0%	0.0%	0.0%	0.0%
	Ferrous Scrap Metal	0.0%	0.0%	0.0%	0.0%	25.0%
	Non-ferrous Scrap Metal	0.0%	0.0%	0.0%	0.0%	0.0%
Organics	Yard Waste	0.0%	0.0%	0.0%	0.0%	0.0%
	Soil	0.0%	0.0%	0.0%	0.0%	0.0%
C&D Debris	Treated Wood	0.0%	0.0%	20.0%	0.0%	45.0%
	Untreated Wood	100.0%	0.0%	0.0%	100.0%	0.0%
	Carpet and Padding	0.0%	0.0%	0.0%	0.0%	0.0%
	Drywall	0.0%	100.0%	0.0%	0.0%	0.0%
	Roofing Shingles	0.0%	0.0%	0.0%	0.0%	0.0%
	Concrete	0.0%	0.0%	0.0%	0.0%	0.0%
	Asphalt	0.0%	0.0%	0.0%	0.0%	0.0%
	Rock	0.0%	0.0%	0.0%	0.0%	0.0%
	Brick and Masonry	0.0%	0.0%	0.0%	0.0%	0.0%
	Fines and Grit	0.0%	0.0%	0.0%	0.0%	0.0%
	Fiberglass - insulation	0.0%	0.0%	0.0%	0.0%	0.0%
	Fiberglass - rigid	0.0%	0.0%	0.0%	0.0%	0.0%
	Tile and Porcelain	0.0%	0.0%	0.0%	0.0%	0.0%
	Linoleum and Vinyl	0.0%	0.0%	0.0%	0.0%	0.0%
	Paned Glass	0.0%	0.0%	0.0%	0.0%	0.0%
Furniture	Furniture	0.0%	0.0%	0.0%	0.0%	0.0%
	Mattresses	0.0%	0.0%	0.0%	0.0%	0.0%
Bagged Waste	Household Garbage	0.0%	0.0%	15.0%	0.0%	10.0%
	C&D Debris	0.0%	0.0%	40.0%	0.0%	0.0%
	Yard Waste	0.0%	0.0%	0.0%	0.0%	0.0%
Other	E-Waste	0.0%	0.0%	0.0%	0.0%	0.0%
	Household Hazardous Waste	0.0%	0.0%	0.0%	0.0%	0.0%
	Tires	0.0%	0.0%	0.0%	0.0%	0.0%
	Textiles	0.0%	0.0%	0.0%	0.0%	5.0%
	Mixed Residue/Loose MSW	0.0%	0.0%	15.0%	0.0%	0.0%
	TOTAL	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**

Note: Columns may not appear to sum correctly due to rounding.

Table J-2: Individual Construction & Demolition (C&D) Debris Visual Audit Results (cont.)

		Hauler	TCS TRUSS (Summit)	Latco	Dirty Deedz	Latco	GNA
		Vehicle Type	Roll Off	Roll Off	Dump Trailer	Roll Off	Dump Trailer
		Estimated Load Volume (cy)	100	100	75	90	75
		Sample Number	27	30	34	35	38
Paper	Corrugated Cardboard		0.0%	0.0%	0.0%	0.0%	2.0%
	Other Paper		0.0%	0.0%	0.0%	0.0%	0.0%
Plastic	Film		5.0%	0.0%	5.0%	0.0%	35.0%
	Polystyrene Foam		0.0%	0.0%	0.0%	0.0%	0.0%
	Rigid Plastics		0.0%	0.0%	0.0%	0.0%	2.0%
	PVC Pipe		0.0%	0.0%	0.0%	0.0%	0.0%
Metal	Major Appliances		0.0%	0.0%	0.0%	0.0%	0.0%
	HVAC Ducting		0.0%	0.0%	0.0%	0.0%	0.0%
	Ferrous Scrap Metal		0.0%	0.0%	0.0%	0.0%	15.0%
	Non-ferrous Scrap Metal		0.0%	0.0%	0.0%	0.0%	2.0%
Organics	Yard Waste		0.0%	0.0%	0.0%	0.0%	0.0%
	Soil		0.0%	0.0%	0.0%	0.0%	0.0%
C&D Debris	Treated Wood		20.0%	0.0%	85.0%	0.0%	10.0%
	Untreated Wood		60.0%	100.0%	0.0%	100.0%	0.0%
	Carpet and Padding		0.0%	0.0%	0.0%	0.0%	0.0%
	Drywall		0.0%	0.0%	0.0%	0.0%	0.0%
	Roofing Shingles		0.0%	0.0%	5.0%	0.0%	28.0%
	Concrete		0.0%	0.0%	0.0%	0.0%	0.0%
	Asphalt		0.0%	0.0%	0.0%	0.0%	0.0%
	Rock		0.0%	0.0%	0.0%	0.0%	0.0%
	Brick and Masonry		0.0%	0.0%	0.0%	0.0%	0.0%
	Fines and Grit		0.0%	0.0%	0.0%	0.0%	0.0%
	Fiberglass - insulation		0.0%	0.0%	0.0%	0.0%	0.0%
	Fiberglass - rigid		0.0%	0.0%	0.0%	0.0%	0.0%
	Tile and Porcelain		0.0%	0.0%	0.0%	0.0%	0.0%
	Linoleum and Vinyl		0.0%	0.0%	0.0%	0.0%	0.0%
	Paned Glass		0.0%	0.0%	0.0%	0.0%	0.0%
Furniture	Furniture		0.0%	0.0%	0.0%	0.0%	0.0%
	Mattresses		0.0%	0.0%	0.0%	0.0%	0.0%
Bagged Waste	Household Garbage		5.0%	0.0%	0.0%	0.0%	0.0%
	C&D Debris		0.0%	0.0%	2.0%	0.0%	0.0%
	Yard Waste		0.0%	0.0%	0.0%	0.0%	0.0%
Other	E-Waste		0.0%	0.0%	0.0%	0.0%	0.0%
	Household Hazardous Waste		0.0%	0.0%	0.0%	0.0%	0.0%
	Tires		0.0%	0.0%	0.0%	0.0%	0.0%
	Textiles		0.0%	0.0%	0.0%	0.0%	0.0%
	Mixed Residue/Loose MSW		10.0%	0.0%	3.0%	0.0%	6.0%
		TOTAL	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**

Note: Columns may not appear to sum correctly due to rounding.

Table J-3: Individual Mixed Dumpsters Visual Audit Results (% by volume)

	Hauler	Dumpster Dudez	Dumpster Dudez	Golden Rule	Hogbox	Ozark
	Vehicle Type	Roll Off	Roll Off	Roll Off	Roll Off	Roll Off
	Estimated Load Volume (cy)	100	100	100	100	75
	Sample Number	3	9	10	11	12
Paper	Corrugated Cardboard	0.0%	0.0%	2.0%	0.0%	2.0%
	Other Paper	0.0%	0.0%	0.0%	0.0%	0.0%
Plastic	Film	0.0%	2.0%	5.0%	0.0%	10.0%
	Polystyrene Foam	0.0%	0.0%	0.0%	0.0%	0.0%
	Rigid Plastics	0.0%	8.0%	0.0%	0.0%	0.0%
	PVC Pipe	0.0%	0.0%	1.0%	0.0%	0.0%
Metal	Major Appliances	0.0%	0.0%	0.0%	0.0%	0.0%
	HVAC Ducting	0.0%	0.0%	0.0%	0.0%	0.0%
	Ferrous Scrap Metal	0.0%	5.0%	0.0%	0.0%	0.0%
	Non-ferrous Scrap Metal	40.0%	0.0%	0.0%	0.0%	0.0%
Organics	Yard Waste	35.0%	5.0%	0.0%	0.0%	0.0%
	Soil	10.0%	0.0%	0.0%	0.0%	0.0%
C&D Debris	Treated Wood	0.0%	65.0%	75.0%	100.0%	45.0%
	Untreated Wood	0.0%	0.0%	0.0%	0.0%	15.0%
	Carpet and Padding	0.0%	0.0%	0.0%	0.0%	0.0%
	Drywall	0.0%	0.0%	0.0%	0.0%	10.0%
	Roofing Shingles	0.0%	13.0%	0.0%	0.0%	0.0%
	Concrete	2.0%	0.0%	0.0%	0.0%	0.0%
	Asphalt	0.0%	0.0%	0.0%	0.0%	0.0%
	Rock	5.0%	0.0%	0.0%	0.0%	0.0%
	Brick and Masonry	5.0%	0.0%	0.0%	0.0%	0.0%
	Fines and Grit	0.0%	0.0%	0.0%	0.0%	0.0%
	Fiberglass - insulation	0.0%	0.0%	0.0%	0.0%	0.0%
	Fiberglass - rigid	0.0%	0.0%	0.0%	0.0%	0.0%
	Tile and Porcelain	0.0%	0.0%	0.0%	0.0%	5.0%
	Linoleum and Vinyl	0.0%	0.0%	0.0%	0.0%	0.0%
	Paned Glass	0.0%	0.0%	0.0%	0.0%	0.0%
Furniture	Furniture	0.0%	0.0%	0.0%	0.0%	0.0%
	Mattresses	0.0%	0.0%	0.0%	0.0%	0.0%
Bagged Waste	Household Garbage	0.0%	0.0%	0.0%	0.0%	0.0%
	C&D Debris	0.0%	0.0%	0.0%	0.0%	10.0%
	Yard Waste	0.0%	0.0%	10.0%	0.0%	0.0%
Other	E-Waste	0.0%	0.0%	0.0%	0.0%	0.0%
	Household Hazardous Waste	0.0%	2.0%	3.0%	0.0%	0.0%
	Tires	0.0%	0.0%	0.0%	0.0%	0.0%
	Textiles	0.0%	0.0%	0.0%	0.0%	0.0%
	Mixed Residue/Loose MSW	3.0%	0.0%	4.0%	0.0%	3.0%
	TOTAL	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**

Note: Columns may not appear to sum correctly due to rounding.

Table J-3: Individual Mixed Dumpsters Visual Audit Results (% by volume) (cont.)

	Hauler	Dumpster Divers	Dumpster Divers	Ozark	Dumpster Dudez	Golden Rule
	Vehicle Type	Roll Off	Roll Off	Roll Off	Roll Off	Roll Off
	Estimated Load Volume (cy)	100	100	100	100	100
	Sample Number	16	17	20	26	29
Paper	Corrugated Cardboard	5.0%	0.0%	0.0%	0.0%	60.0%
	Other Paper	0.0%	0.0%	0.0%	0.0%	0.0%
Plastic	Film	5.0%	0.0%	0.0%	0.0%	15.0%
	Polystyrene Foam	5.0%	0.0%	0.0%	0.0%	0.0%
	Rigid Plastics	0.0%	0.0%	2.0%	0.0%	0.0%
	PVC Pipe	0.0%	0.0%	0.0%	0.0%	0.0%
Metal	Major Appliances	5.0%	5.0%	15.0%	0.0%	0.0%
	HVAC Ducting	0.0%	0.0%	0.0%	0.0%	0.0%
	Ferrous Scrap Metal	0.0%	0.0%	5.0%	15.0%	0.0%
	Non-ferrous Scrap Metal	0.0%	0.0%	0.0%	0.0%	0.0%
Organics	Yard Waste	0.0%	0.0%	0.0%	10.0%	0.0%
	Soil	0.0%	0.0%	0.0%	0.0%	0.0%
C&D Debris	Treated Wood	15.0%	0.0%	25.0%	47.0%	15.0%
	Untreated Wood	0.0%	0.0%	0.0%	0.0%	0.0%
	Carpet and Padding	0.0%	0.0%	2.0%	0.0%	0.0%
	Drywall	0.0%	0.0%	0.0%	3.0%	0.0%
	Roofing Shingles	0.0%	0.0%	0.0%	2.0%	0.0%
	Concrete	0.0%	0.0%	0.0%	0.0%	0.0%
	Asphalt	0.0%	0.0%	0.0%	0.0%	0.0%
	Rock	0.0%	0.0%	0.0%	0.0%	0.0%
	Brick and Masonry	10.0%	0.0%	0.0%	0.0%	0.0%
	Fines and Grit	0.0%	0.0%	0.0%	0.0%	0.0%
	Fiberglass - insulation	0.0%	0.0%	0.0%	0.0%	0.0%
	Fiberglass - rigid	0.0%	0.0%	0.0%	0.0%	0.0%
	Tile and Porcelain	0.0%	0.0%	0.0%	0.0%	0.0%
	Linoleum and Vinyl	0.0%	0.0%	0.0%	0.0%	0.0%
	Paned Glass	0.0%	0.0%	0.0%	10.0%	0.0%
Furniture	Furniture	15.0%	65.0%	3.0%	5.0%	0.0%
	Mattresses	0.0%	15.0%	0.0%	0.0%	0.0%
Bagged Waste	Household Garbage	15.0%	10.0%	30.0%	0.0%	2.0%
	C&D Debris	5.0%	0.0%	0.0%	0.0%	5.0%
	Yard Waste	0.0%	0.0%	0.0%	0.0%	0.0%
Other	E-Waste	0.0%	0.0%	0.0%	0.0%	0.0%
	Household Hazardous Waste	0.0%	0.0%	0.0%	0.0%	0.0%
	Tires	0.0%	0.0%	0.0%	0.0%	0.0%
	Textiles	0.0%	0.0%	3.0%	0.0%	0.0%
	Mixed Residue/Loose MSW	20.0%	5.0%	15.0%	8.0%	3.0%
	TOTAL	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**

Appendix K:
City of Fayetteville
2024 Capture Study
Overall Citywide Disposal

Figure K-1: Composition of Residential Disposal

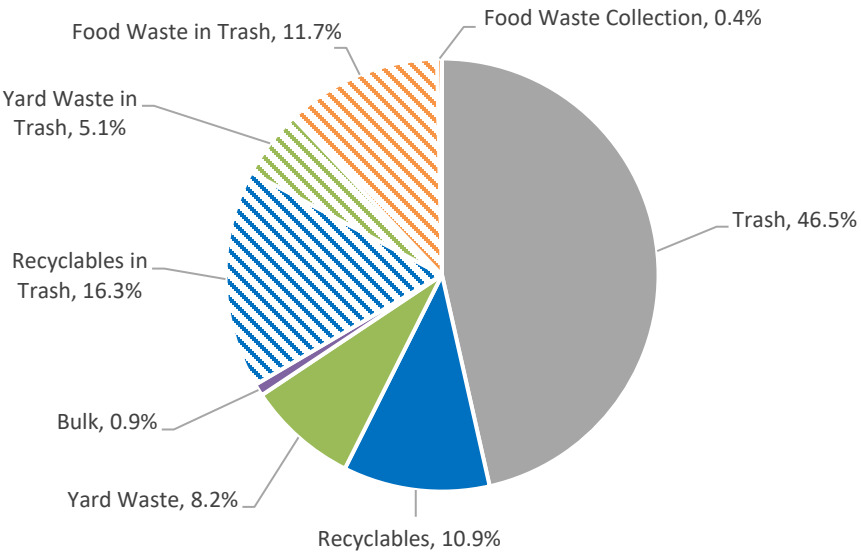
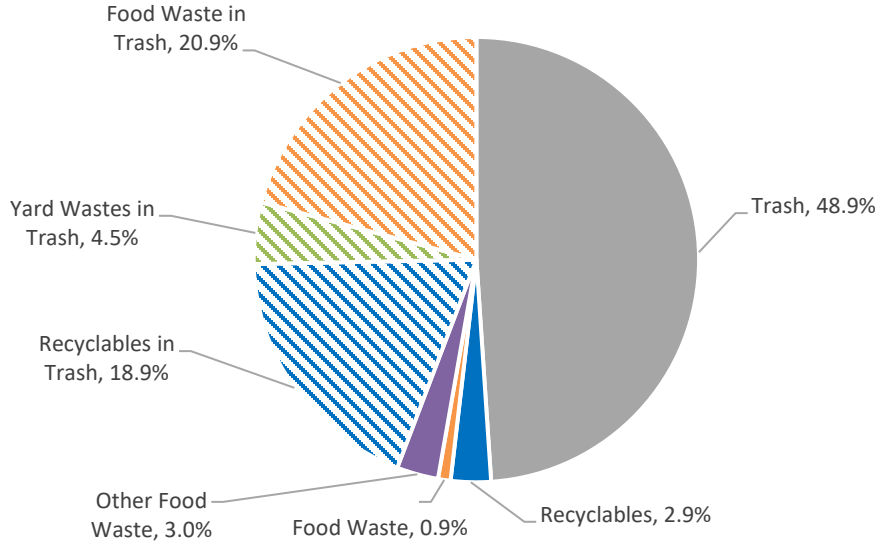


Figure K-2: Composition of Commercial Disposal



CITY OF FAYETTEVILLE ARKANSAS

BID TABULATION

Bid 26-28, Recyclables Processing Services

DEADLINE: Thursday, March 26th, 2026 at 2:00 PM

				AWARDED	
				CARDSNWA	
		Total		$350,000.00	
Line #	Description	QTY	UOM	Unit	Extended
1	Processing Fee (PF) = $XX per ton	2500	TON	$140.00	$350,000.00

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

Trevel Young, Procurement Agent

Kenny Fitch, Sr. Procurement Agent

Bid 26-28 Addendum 3
CARDSNWA
Supplier Response

Event Information

Number: Bid 26-28 Addendum 3
Title: Recyclables Processing Services
Type: Invitation to Bid
Issue Date: 3/1/2026
Deadline: 3/26/2026 02:00 PM (CT)
Notes: The City of Fayetteville is seeking bids from qualified bidders for its recyclable processing program. Any questions concerning the bidding process should be addressed to Trevel Young, City of Fayetteville Procurement Agent, at tyoung@fayetteville-ar.gov or by calling (479)575-8289.

Contact Information

Contact: Trevel Young
Address: Purchasing
Room 306
City Hall
113 West Mountain Street - Room 306
Fayetteville, AR 72701
Phone: 1 (479) 575 8289
Fax: (479) 757 8257
Email: tyoung@fayetteville-ar.gov

CARDSNWA Information

Contact: Kody Yandell
Address: 4208 Johnson Rd
Springdale, AR 72762
Phone: (501) 607-4898
Email: kyandell@cardsrecycling.com

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

Kody Yandell
Signature

kyandell@ecowastesol.com
Email

Submitted at 3/26/2026 11:19:13 AM (CT)

Requested Attachments

Experience

Bid 26-28 Experience Document.pdf

Please upload documentation verifying a minimum of four (4) years of experience operating a facility that recovers and markets the Program Recyclables.

Reference Form

Bid 26-28 Completed Reference Form.pdf

Please upload a completed Appendix B – Reference Form. All sections must be completed in order for the Bidder to be considered for this service. Failure to submit a complete form may result in the Bid being deemed non-responsive.

Bid Attributes

1	**Arkansas Secretary of State Number** 811586093
2	***Attribute deleted as part of an Addendum***
3	***Attribute deleted as part of an Addendum***
4	**Check Yes or No:** Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing. ☑ Yes ☐ No

5	**Check Yes or No:** Pursuant Arkansas Code Annotated §25-1-1002, the Contractor agrees and certifies that they do not currently boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-1002. If at any time during the contract the contractor decides to boycott Energy, Fossil Fuel, Firearms, and/or Ammunition Industries, the contractor must notify the contracted public entity in writing. ☑ Yes ☐ No
6	**Addendum Acknowledgement:** By selecting "I agree", you acknowledge that you have read and understand any addendums that have been issued for this bid. ☑ I agree
7	**Name of Firm** Purchase Order/Payments shall be issued to this name Ecowaste Solutions, Inc.
8	**D/B/A or Corporation Name** CARDS Holdings dba Ecowaste Solutions, Inc.
9	**Tax ID Number** 84-2599859
10	**Business Address** 1513 N Old Missouri Rd Springdale, AR 72764
11	**Contact Phone Number and Email Address** 479-973-9295 kyandell@ecowastesol.com
12	**Submitter's Name & Title** Kody Yandell (Regional Municipal Manager)
13	**Conflict of Interest** Bidder shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. N/A
14	**If a conflict exists, please explain** *No response*

Bid Lines

1	Processing Fee (PF) = $XX per ton					
	Quantity: 2500	UOM: TON		Price: $140.00	Total:	$350,000.00
	Supplier Notes:	Contaminated Loads: $80/Ton Plastic and metal pricing are from recyclingmarkets.net Southeast USA first post of the month. Fiber pricing is PPI Pulp and Paper Yellow Sheet Southwest Market Sorted Residential Papers (56) will be considered Mixed Paper (54) Contamination disposal costs will be included in the AMV ($/ton) Total Processing charge per ton is $140 before revenue share				

Response Total: $350,000.00

CITY OF FAYETTEVILLE ARKANSAS

BID 26-28 REFERENCE FORM

REFERENCE #1

NAME OF SUBMITTING FIRM	SOLICITATION #
Ecowaste Solutions, Inc.	Bid 26-28

NAME OF COMPANY PROVIDING REFERENCE		
City of Springdale		
REFERENCE POINT OF CONTACT (NAME & TITLE)		
Colby Fulfer (Chief of Staff)		
PHONE #	**FAX #**	**EMAIL ADDRESS**
479-750-8114		cfulfer@springdalear.gov
REFERENCE MAILING ADDRESS		
201 Spring St.		
CITY	**STATE**	**ZIP**
Springdale	AR	72764

CONTRACT START DATE	CONTRACT END DATE	STILL PROVIDING SERVICES?
12/1/2023	11/30/2028	☒ YES ☐ NO

Summary of Services:

Tons per year processed for this Reference: 6,148.67

Single Stream: [X]

Other: [ ]

CITY OF FAYETTEVILLE ARKANSAS

BID 26-28 REFERENCE FORM

REFERENCE #2

NAME OF SUBMITTING FIRM	SOLICITATION #
Ecowaste Solutions, Inc.	Bid 26-28

NAME OF COMPANY PROVIDING REFERENCE		
City of Cave Springs		
REFERENCE POINT OF CONTACT (NAME & TITLE)		
Mayor Randall Noblett		
PHONE #	**FAX #**	**EMAIL ADDRESS**
479-248-1040		randall.noblett@cavespringsar.gov
REFERENCE MAILING ADDRESS		
134 N Main St.		
CITY	**STATE**	**ZIP**
Cave Springs	AR	72718
CONTRACT START DATE	**CONTRACT END DATE**	**STILL PROVIDING SERVICES?**
7/1/2021	6/30/2026	☒ **YES** ☐ **NO**

Summary of Services:

Tons per year processed for this Reference: 464.54

Single Stream: X

Other:

CITY OF FAYETTEVILLE ARKANSAS

BID 26-28 REFERENCE FORM

Bidder shall answer the following questions and provide supporting documentation to demonstrate it meets the minimum qualifications required to be considered responsive and responsible.

1. Bidder has successfully operated a facility that recovers and markets the Program Recyclables similar to the Program Recyclables as requested in this competitive solicitation for a minimum of four (4) years?

   YES ☒ NO ☐

2. The Bidder has completed or is currently working on substantially similar projects (i.e., processing at least 6,000 Tons per year)?

   YES ☒ NO ☐

   If different from the References listed in this Reference Form, please list below.

	Government or Entity Name	Contact Person	Contact Phone	Annual Tonnage	Dates of Service
1	Cassville, MO	Richard Asbill	417-847-4441	50.26	1/1/2024- Current
2	N/A				

3. The Bidder shall provide the names and addresses of the Materials Recovery Facility (MRF) and Transfer Station (if applicable) it intends to use as Designated Facilities pursuant to the Agreement. The Bidder's MRF does not need to be located within the City of Fayetteville; however, Bidder must have Designated Facilities that meet one of the location requirements specified below.

Materials Recovery Facility

MRF Name: Springdale MRF

Physical Address: 1513 N Old Missouri Rd.

City: Springdale State: AR Zip: 72764

Is MRF currently operating? YES ☒ NO ☐ If no, when will it be operational? _____

MRF capacity (TPY)? 150,000 MRF current throughput (TPY)? 12,063

Transfer Station: If no Transfer Station is anticipated, the Bidder should so indicate.

TS Name: Springdale Transfer Station (Contaminated Loads Only)

Physical Address: 1513 N Old Missouri Rd.

City: Springdale State: AR Zip: 72764

BID 26-28 REFERENCE FORM

Alternate Facility: In the event either of the facilities noted above will not be operational by the Commencement Date, the Bidder shall provide the following information for a temporary alternate facility. If not applicable, please so indicate.

Facility Name: N/A

Physical Address: N/A

City: N/A State: N/A Zip: N/A

4. Bidder has outstanding compliance issues that could affect delivery of the City's recyclables to the facilities identified above, including but not limited to, notices of violation and consent orders. Copies of all notices of violation and consent orders issued to any such facility in the last five (5) years or during the current operating contract if the Bidder has contractual access as an operator to such facility have been provided. If there are no such issues, Bidder shall check none.

YES ☐ NO ☐ NONE ☒

5. Bidder has provided a description of all criminal actions against the Bidder and its senior management team during the last five (5) years related to Recyclables Processing or marketing. Additionally, the Bidder has provided a description of all civil actions, losses of service contracts, bid bond or performance bond claims, or liquidated damages relating to Recyclables Processing or marketing involving $10,000 or more per contract year during the last five (5) years. For each such occurrence, Bidder has provided the name of the claim, arbitration, litigation, or action; name of the claimant; date of alleged occurrence; amount at issue, if applicable; criminal charges alleged, if applicable; and disposition of the claim, arbitration, litigation, or action. If there are no such actions, Bidder shall check none.

YES ☐ NO ☐ NONE ☒

To Whom It May Concern,

This letter is to certify that the bidder, CARDS Holdings dba Ecowaste Solutions Inc. and Total Recycling LLC/AMMCO, has successfully operated a facility that recovers and markets Program Recyclables similar to those outlined in this competitive solicitation for a minimum of four (4) years.

Total Recycling LLC/AMMCO is currently operating the CARDS Holdings dba Ecowaste Solutions, Inc. Materials Recovery Facility (MRF). The company has demonstrated consistent experience, operational capability, and expertise in the processing, recovery, and marketing of recyclable materials in a manner aligned with the requirements of this solicitation.

Company Information:

- Legal Name: Total Recycling LLC/AMMCO
- Arkansas Secretary of State Filing Number: 8114003
- Date Filed: February 15, 2019

Based on the above, Total Recycling LLC/AMMCO meets and exceeds the minimum experience requirement of four (4) years in operating a recycling facility that handles Program Recyclables comparable to those specified.

If additional information is required, please feel free to contact me.

Sincerely,



Kody Yandell
Regional Municipal Manager
Ecowaste Solutions Inc.
479-973-9295
kyandell@ecowastesol.com

City of Fayetteville, Arkansas
Procurement Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8256
TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

Bid 26-28, Recyclables Processing Services

DEADLINE: Thursday, March 26th, 2026, before 2:00 PM, Local Time

PRE-BID MEETING: Thursday, March 05, 2026, at 9:00 AM, Local Time

PROCUREMENT AGENT: Trevel Young, tyoung@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: 03/01/2026

No late bids will 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.

City of Fayetteville
Procurement Division – Room 306
113 West Mountain Street
Fayetteville, AR 72701

All bids shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each bidder shall supply all information requested; failure to do so may be used as basis of rejection.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Procurement Director.

City of Fayetteville, Arkansas
INVITATION TO BID
Recyclables Processing Services

The City of Fayetteville is seeking bids from qualified bidders to provide recyclables processing services. Any questions concerning the bidding process should be addressed to Trevel Young, City of Fayetteville Procurement Agent, at tyoung@fayetteville-ar.gov or by calling (479)575-8289.

A non-mandatory Pre-Bid meeting will be held on Thursday, March 5, 2025 at 9:00 AM via Zoom and in person at 113 W Mountain St, Room 101, Fayetteville, AR 72701. Information regarding the pre-bid meeting is 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 Purchasing Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All bids shall be received by **Thursday, March 26th, 2026, before 2:00 PM, local time** utilizing the electronic bidding software, which is strongly encouraged, or by submitting a sealed physical bid prior to the stated time. A public bid opening will be conducted shortly after the deadline at City Hall and livestreamed on Zoom. The City shall not be responsible for lost or misdirected bids, or for failure of bidders' technical equipment.

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.

Any bidder providing a service must be registered with the Arkansas Secretary of State by the bid award. The City reserves the right to waive irregularities, to reject bids, and to postpone the award of the Contract for a period of time which shall not exceed beyond ninety calendar days from the bid opening date.

City of Fayetteville
By: Trevel Young, Procurement Agent
479.575.8289
tyoung@fayetteville-ar.gov
TDD (Telecommunications Device for the Deaf): (479) 521-1316
Date of advertisement: 03/01/2026
This publication was paid for by the Procurement Division of the City of Fayetteville, Arkansas.
Amount paid: $163.28

EXECUTION OF BID -

This bid shall be completed in full, executed, and submitted by an authorized agent of the bidder. All bids shall provide responses to items in the following categories utilizing the online bidding portal or the physical bid form obtained via the online bidding portal:

- Attributes
- Line Items

Actual specification of any deficient item shall be noted on a separate attachment or as a note in the Line Item section of the online bidding portal. If specifications of item bid differ from provided literature, deviation shall be documented and certified by the manufacturer as a regular production option.

If submitting a physical bid is preferred, please contact the Procurement Division at (479) 575-8256.

PRICE: Bidders shall submit pricing on the City's online bidding portal (www.fayetteville-ar.gov/bids) in the format presented online or delivering a sealed, labeled envelope containing the Bid Invitation document obtained via the online portal to the City of Fayetteville Procurement Division.

Upon submitting this Bid, the bidder certifies that:

1. Bidder has read and agrees to the requirements set forth in this bid, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.

2. Bidder certifies that they have read, understand, and agree to be bound by all terms and conditions set forth in Appendix A.

3. Unless otherwise noted and explained, the bid meets or exceeds all of these requirements as specified by The City of Fayetteville.

4. 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.

5. 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.

6. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.

7. The Bidder 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.

8. If applicable, Bidder 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.

9. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations, when applicable.

10. The bidder 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. Bidder certifies that neither bidder 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.

END OF BIDDING INSTRUCTIONS

1. SUBMISSION OF BID & BID EVALUATION:

   a. Bids shall be reviewed following the stated deadline, as shown on the cover sheet of this document.

   b. Bidders shall submit bids based on documentation published by the Fayetteville Procurement Division.

   c. Bidding documents 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 the deadline, utilizing the electronic bidding software or as stated in the bid advertisement. A public bid opening will be conducted shortly after the deadline at City Hall and livestreamed on zoom. No late bids shall be accepted. The City of Fayetteville shall not be responsible for lost or misdirected bids, or for failure of bidder's technical equipment.

   d. The City will not be responsible for misdirected physical bids. Bidder should call the Procurement Office at 479.575.8256 to ensure correct receipt of bidding documents prior to opening time and date listed on the bid form.

   e. Bidders shall have experience in providing products and/or services of the same or similar nature.

   f. Bidder is advised that exceptions to any of the terms contained in this bid must be identified in its response to the bid. Failure to do so may lead the City to declare any such term non-negotiable. Bidder's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

   g. Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the time as shown by the atomic clock located in the Procurement Division Office or electronic clock located in the City's third-party bidding software.

   h. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

   No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this bid must be sent in writing via e-mail to the Procurement Agent. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the bid. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract.

3. DESCRIPTION OF SUPPLIES AND SERVICES:

Any reference to a particular brand or manufacturer is done in an effort to establish an acceptable level of quality for this project. Brands or manufacturers that are included in bid that are of at least equal quality, size, design, and specification as to what has been specified, will be acceptable for consideration only if approved by the City of Fayetteville Procurement Division. In the event a similar product does not meet the required specifications, a substitution request for an approved equal may be submitted to the Procurement Division for review. The City of Fayetteville reserves the right to accept or reject any requested equal.

4. RIGHTS OF CITY OF FAYETTEVILLE BID PROCESS:

In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the following:

a. The City of Fayetteville reserves the right to select the bid that it believes will serve the best interest of the City.
b. The City of Fayetteville reserves the right to accept or reject any or all bids.
c. The City of Fayetteville reserves the right to cancel the entire bid.
d. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the invitation to bid or in bids submitted.
e. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or data without changing the terms of the bid.

5. COSTS INCURRED BY BIDDERS:

All expenses involved with the preparation and submission of bids to the City, or any work performed in connection therewith, shall be borne solely by the bidder(s). No payment will be made for any responses received, or for any other effort required of, or made by, the bidder(s) prior to contract commencement.

6. CONFLICT OF INTEREST:

a. The bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled “Authority of City Employee to Contract with the City”.

b. All bidders shall promptly notify Trevel Young, City Procurement Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstances which may influence or appear to influence the bidder’s judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the bidder may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the bidder. The City agrees to communicate with the bidder its opinion via e-mail or first-class mail within thirty days of receipt of notification.

7. WITHDRAWAL OF BID:

A bid may be withdrawn prior to the time set for the bid submittal, based on a written request from an authorized representative of the firm; however, a bid shall not be withdrawn after the time set for the bid unless approved by the Procurement Division.

8. LATE BID OR MODIFICATIONS:

Bid modifications received after the time set for the bid submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Bidders should call the Procurement Division at (479) 575-8256 to ensure receipt of their submittal documents prior to opening time and date listed.

9. CONSTITUTIONAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

a. The laws of the State of Arkansas apply to any purchase made under this bid. Bidders shall comply with all constitutional, state, and federal directives, orders and laws as applicable to this bid and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.

b. 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.

10. PROVISION FOR OTHER AGENCIES:

Unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies, departments, municipalities, and counties, the bid prices submitted in accordance with said bid terms and conditions therein, should any said governmental entity desire to buy under this bid. Eligible Users shall mean all state of Arkansas agencies, legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, counties, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

11. COLLUSION:

The Bidder, by affixing his or her signature to this bid , agrees to the following: “bidder certifies that his or her bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.”

12. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

a. 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.

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

c. Legal jurisdiction to resolve any disputes shall be in Washington County, Arkansas with Arkansas law applying to the case.

13. INDEMNIFICATION:

The successful bidder(s) agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the services or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the City.

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this request for bid apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by bidders prior to submitting a bid on this requirement.

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Procurement Division, immediately.

16. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

The City of Fayetteville wishes to encourage its bidders to use recycled products in fulfilling contractual obligations to the City and that such practices will serve as a model for other public entities and private sector companies.

17. PAYMENTS AND INVOICING:

The bidder must specify in their bid the exact company name and address which must be the same as invoices submitted for payment as a result of award of this bid. Further, the successful bidder 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 bid. 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 bidder'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 bidder even if the hourly work actually performed by the bidder would not justify such fee. The City will pay the awarded bidder 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.

18. CANCELLATION:

a. The City reserves the right to cancel this contract without cause by giving sixty (60) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.

b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.

c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.

d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the Contractor of such occurrence and contract shall terminate the last day of the current fiscal period without penalty or expense to the City.

19. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a bidder intends to subcontract a portion of this work, the bidder shall disclose such intent in the bid submitted as a result of this bid.

b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. 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 bid to a firm that has disclosed its intent to assign or subcontract in its response to the bid, without exception shall constitute approval for purpose of this Agreement.

20. NON-EXCLUSIVE CONTRACT:

Award of this bid shall impose no obligation on the City to utilize the Contractor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-term contracts, this provision shall apply separately to each item.

21. LOBBYING:

Lobbying of selection committee members, City of Fayetteville employees, or elected officials regarding request for bid s, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for bid , request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from contacting the Procurement Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision, lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for bid , request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for bid, request for qualification, bid or contract to be rejected.

22. ADDITIONAL REQUIREMENTS:

The City reserves the right to request additional services relating to this bid from the bidder. 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.

23. ADD OR DELETE LOCATIONS OR SERVICES:

The City reserves the right to unilaterally add or delete locations and/or services, either collectively or individually, at the City's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the City. In such case, the Contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

24. INTEGRITY OF BID DOCUMENTS:

Bidders shall use the original bid form(s) provided by the Procurement Division and enter information only in the spaces where a response is requested. Bidders may use an attachment as an addendum to the bid form(s) if sufficient space is not available on the original form for the bidder to enter a complete response. **Any modifications or alterations to the original documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of such response.** Any such modifications or alterations a bidder wishes to propose shall be clearly stated in the bidder's response and presented in the form of an addendum to the original bid documents.

25. CERTIFICATE OF INSURANCE:

The successful bidder shall provide a Certificate of Insurance in accordance with the following guidelines, prior to commencement of any work: $1,000,000 Commercial Liability, Statutory 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.

26. PRICING:

a. The City reserves the right to re-evaluate bidders in their standing in the event of a price increase.

27. OTHER GENERAL CONDITIONS:

a. 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 Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.

b. Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. ***Sales tax shall not be included in the bid price***. Applicable Arkansas sales tax laws will apply when necessary but will not be considered in award of this project.

c. Each bidder should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville.

d. Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.

e. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.

f. The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for bid is at the bidder's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the bid is accepted.

g. If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.

h. Any uncertainties shall be brought to the attention to Trevel Young immediately via telephone (479.575.8289) or e-mail (tyoung@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Procurement Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.

i. No oral interpretation or clarifications will be given as to the meaning of any part of this request for bid. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.

j. Any information provided herein is intended to assist the bidder to properly respond to this bid. The bid is designed to provide qualified Bidders with sufficient basic information to submit the bid meeting minimum specifications and/or test requirements but is not intended to limit a bid's content or to exclude any relevant or essential data.

k. Bidders 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.

l. The successful bidder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful bidder 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 bidder 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.

m. The successful bidder'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 bidder 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.

28. **INVOICING:** All invoices shall be presented to the City with the minimum information listed below.

a. City Department that ordered the materials or services

b. Order Date

c. Delivery date or the date of services

d. Name of the City Employee that requested or picked up the goods, materials, or service

e. Bid Number that applies to the purchase and invoices. Amounts in the bid shall match invoicing.

29. **ATTACHMENTS TO BID DOCUMENTS:**

Appendix A: Bid Requirements & Qualifications

Appendix B. Reference Form

Appendix C. Sample Agreement

1. **BACKGROUND INFORMATION:** Information in this section is based on historic information and is provided for informational purposes only. Bidders should refer to Appendix C. Sample Agreement regarding services to be provided under the new agreement.

1.1 The City of Fayetteville is seeking bids from qualified Bidders for the processing and marketing of its Recyclable Processing program. Recyclables will be collected through the residential, multi-family, and drop-off bins located within the City**.** Any questions concerning the bidding process should be addressed to Trevel Young, City of Fayetteville Procurement Agent, at tyoung@fayetteville-ar.gov or by calling (479)575-8289.

1.2 The City's residential Recyclables currently are collected curb-sort by City staff to household units within the City. Recycling collection to all household units will change to a carted, anticipated to begin in June 2026 upon award of a new agreement for processing services defined within this ITB. The table below provides historic tonnages collected under the curb-sort system. These tonnages are anticipated to increase under the shift to a cart-based collection system. Note that these numbers include residential glass collection which makes up approximately 20% of the stream.

Calendar Year	Curbside Recycling (tons)	Total Recycling (tons)
2021	2,821	5,748
2022	2,723	6,020
2023	2,697	6,282
2024	2,831	6,423
2025	2,578	5,998

1.1. A list of the City's Program Recyclables required for processing and marketing at the commencement of services is located in Appendix C. Sample Agreement, Exhibit D. The City understands that all forms of glass may not be handled by all processing facilities. Therefore, while eventually the City seeks a Contractor capable of including this material, at the commencement of service, residential glass will be collected separately from the City's new cart-based system.

2. GENERAL REQUIREMENTS

2.1 Bidder shall submit a response that fully complies, in all material respects, with all requirements of this solicitation

2.2 Bidder shall meet and document all mandatory minimum qualification requirements set forth in this bid

2.3 All qualifications are written to minimums, unless otherwise noted.

2.4 This bid is for service only.

3. PRICING INFORMATION

3.1 Bidder acknowledges and accepts that the formula outlined herein and in the Sample Agreement shall be used for calculating revenue throughout the term of the Agreement. It is intended to reflect the current value of City Residential Recyclables but might not be an exact calculation of that value. If the commodity revenue received by the Bidder differs from the market index, the Bidder shall take such item into consideration when bidding the Processing Fee to be paid by the City to the contractor per Ton of Recyclables accepted, processed, and marketed.

3.2 The Contractor shall pay the City monthly for each Ton of inbound City Residential Recyclables delivered to the Designated Facility, as determined by the Designated Facility scales. The payment per Ton shall be calculated as follows:

a. The CITY conducted a recyclables composition study (RCS) in 2024 on their residential dual stream bin curb-sort collection system for which the following average market value (AMV) was based. Beginning on Commencement Date, the City will transition to a carted, automated single stream curbside collection system. It is anticipated this transition will provide for increased recyclables capacity and tonnages to be delivered to the CONTRACTOR. Additionally, it is anticipated this transition will impact the composition of materials collected.

b. To ensure transparency and accuracy under this Agreement, the CITY will conduct and pay for a Recyclables composition study on inbound single stream Program Recyclables according to the requirements delineated below approximately four (4) months, but not more than six (6) months, following the Commencement Date. Upon completion, the AMV composition shall be adjusted based on the results of this study.

c. The CITY shall conduct a recyclables composition study at CITY's cost every year during the Term of the Agreement (to include any term extension). The CONTRACTOR may request additional recyclables composition studies to be conducted at CONTRACTOR's cost, such request being subject to CITY approval, which shall not be unreasonably withheld. The CONTRACTOR cannot request a study more than once annually.

d. The material percentages used for calculating the AMV shall be revised only upon completion of a Recyclables composition study conducted that meets the requirements specified in the Sample Agreement.

e. The regional average value in the Southeast United States as posted by *Recyclingmarkets.net* market index first post of the month shall be used in the AMV. The market index is intended to reflect the average value of each Recyclable included in the CITY's Program Recyclables and is not intended to equate to the commodity revenue received by CONTRACTOR.

f. If at any time during the term of this Agreement, *Recyclingmarkets.net* no longer posts or otherwise provides applicable market indices, then the parties shall mutually select, and designate in writing, an appropriate replacement source from among the sources recycling industry professionals utilize for reliable pricing information of Recovered Materials.

g. Any and all costs associated with accepting and processing Recyclables, as well as marketing and transporting Recovered Materials derived therefrom, shall be the responsibility of CONTRACTOR.

h. The Revenue Share utilized for calculation of Payment to the City shall be fixed at 50 percent.

Sample Calculation of AMV: City of Fayetteville AMV – December 2025

Material	Description	2024 RCS %	Index Value Dec 2025	AMV ($/ton)
Mixed Paper	PS 54 baled, F.O.B. seller's dock	11.3%	$ 27.50	$ 3.11
Sorted Residential Paper	PS 56 baled, F.O.B. seller's dock	0.0%	$ 42.50	$ -
Cardboard (OCC)	PS 11 baled, F.O.B. seller's dock	58.4%	$ 57.50	$ 33.56
Aluminum cans (Loose)	$/ton, loose price	1.9%	$ 1,150.00	$ 21.97
Steel cans (Loose)	$/ton, loose price	1.8%	$ 12.50	$ 0.23
PET	$/ton, baled and picked up	3.2%	$ 175.00	$ 5.62
Natural HDPE	$/ton, baled and picked up	1.8%	$ 990.00	$ 17.92
Colored HDPE	$/ton, baled and picked up	0.0%	$ 50.00	$ -
Plastics #1,5	$/ton, baled and picked up	0.1%	$ 40.00	$ 0.04
Contamination		0.9%	----	$ -
Total				**$82.44**

[1] All prices are from recyclingmarkets.net Southeast USA first post of the month for December 2025

[2] Mixed Paper is the percentage of Mixed Recyclable Paper and Aseptic Containers/Cartons

[3] Sorted Residential Papers is the percentage of Newspaper and Magazines and Catalogs

[6] Contamination is the percentage of Other Recyclables and Contaminants

3.3 Sample Calculation of Program Recyclables Revenue Share (i.e., Payment to the CITY)

If the Total AMV Calculation of Recyclables exceeds the Processing Fee, the balance of the AMV shall be subject to the revenue sharing percentage calculation. A sample calculation utilizing the 2025 highest AMV (during April) is provided below:

Value Assumptions:

a. Processing Fee (PF) = $60 per ton

b. Percent Revenue Share (PRS) = 50%

c. Average Market Value (AMV) = $82.44 per ton inbound Recyclables
(Value fluctuates monthly based on calculation specified herein)

d. Inbound Program Recyclables Tons Per Month (IR) = 1,000 tons

((AMV – PF) x IR) x PRS = Revenue Share paid to CITY

((82.44 – 60) x 1,000) x 0.50 = $11,220

3.4 3.4 Sample Calculation of Payment to the CONTRACTOR:

If the Total AMV Calculation of Recyclables is less than the Total Processing Fee, CITY shall pay CONTRACTOR the difference between the Total Processing Fee and the AMV. There is no revenue share. A sample calculation is provided below:

Value Assumptions:

a. Processing Fee (PF)= $60 per ton

b. Average Market Value (AMV) = $55 per ton Inbound Recyclables
(Value fluctuates monthly based on calculation specified herein)

c. Inbound Program Recyclables Tons Per Month (IR) = 1,000 tons

((AMV– PF) x IR) = Program Recyclables Payment for Processing to CONTRACTOR

((55 – 60) x 1,000) = $5,000

4. QUALIFICATIONS

4.1. Bidder and its key personnel must have a minimum of four (4) years of experience operating a facility that recovers and markets the Program Recyclables as requested in this competitive solicitation.

4.2. At time of Bid submission, Bidder must own or have contractual access to a permitted recyclables processing facility with the capacity to receive, process, and market the City's program recyclables for the term of the Contract.

a. To demonstrate that the processing facility identified in the Bidder's response is capable and permitted to accept the City's Program Recyclables, Bidder must complete all sections of Appendix B. Reference Form.

4.3. Bidder shall have no outstanding compliance issues.

4.4. Bidder shall provide a description of all criminal actions against the Bidder and its senior management team during the last five (5) years related to Recyclables Processing or marketing. Additionally, the Bidder shall provide a description of all civil actions, losses of service contracts, bid bond or performance bond claims, or liquidated damages relating to Recyclables Processing or marketing involving $10,000 or more per contract year during the last five (5) years. For each occurrence, Bidder shall provide the name of the claim, arbitration, litigation, or action; name of the claimant; date of alleged occurrence; amount at issue, if applicable; criminal charges alleged, if applicable; and disposition of the claim, arbitration, litigation, or action. If there are no such actions, Bidder shall state so.

4.5. Bidder shall have the capability to accept, process, and market at least 6,000 tons of commingled Recyclable Materials per year.

4.6. Bidder shall be required to process City co-mingled Residential Recyclables with an option to add Commercial Recyclables.

4.7. Bidder shall be responsible for the complete fiscal, administrative, legal, and managerial duties for the delivery of the required services.

4.8. Bidder shall not assign or transfer its Bid. A Bidder who is, or may be, purchased by or merged with any other corporate entity during any stage of the Bid process, through to and including awarding of and execution of a Contract, is subject to having its Bid disqualified as a result of such transaction. **The City shall determine, in its sole discretion, whether a Bid is to be disqualified in such instances.** If, at any time during the Bid process, filings, notices, or like documents are submitted to any regulatory agency concerning the potential acquisition of Bidder, or the sale of a controlling interest in the Bidder, or any similar transaction, Bidder shall immediately disclose such information to City in writing. Failure to do so may result in the Bid being disqualified, at the City's sole discretion

CITY OF FAYETTEVILLE ARKANSAS

BID 26-28 REFERENCE FORM

REFERENCE #1

NAME OF SUBMITTING FIRM	SOLICITATION #

NAME OF COMPANY PROVIDING REFERENCE		
REFERENCE POINT OF CONTACT (NAME & TITLE)		
PHONE #	**FAX #**	**EMAIL ADDRESS**
REFERENCE MAILING ADDRESS		
CITY	**STATE**	**ZIP**
CONTRACT START DATE	**CONTRACT END DATE**	**STILL PROVIDING SERVICES?**
		☐ **YES** ☐ **NO**

Summary of Services:

Tons per year processed for this Reference: _____

Single Stream: ☐

Other: ☐

CITY OF FAYETTEVILLE ARKANSAS

BID 26-28 REFERENCE FORM

REFERENCE #2

NAME OF SUBMITTING FIRM	SOLICITATION #

NAME OF COMPANY PROVIDING REFERENCE		
REFERENCE POINT OF CONTACT (NAME & TITLE)		
PHONE #	**FAX #**	**EMAIL ADDRESS**
REFERENCE MAILING ADDRESS		
CITY	**STATE**	**ZIP**
CONTRACT START DATE	**CONTRACT END DATE**	**STILL PROVIDING SERVICES?**
		☐ **YES** ☐ **NO**

Summary of Services:

Tons per year processed for this Reference: _____

Single Stream: ☐

Other: ☐

CITY OF FAYETTEVILLE ARKANSAS

BID 26-28 REFERENCE FORM

Bidder shall answer the following questions and provide supporting documentation to demonstrate it meets the minimum qualifications required to be considered responsive and responsible.

1. Bidder has successfully operated a facility that recovers and markets the Program Recyclables similar to the Program Recyclables as requested in this competitive solicitation for a minimum of four (4) years?

   YES ☐ NO ☐

2. The Bidder has completed or is currently working on substantially similar projects (i.e., processing at least 6,000 Tons per year)?

   YES ☐ NO ☐

   If different from the References listed in this Reference Form, please list below.

Government or Entity Name		Contact Person	Contact Phone	Annual Tonnage	Dates of Service
1					
2					

3. The Bidder shall provide the names and addresses of the Materials Recovery Facility (MRF) and Transfer Station (if applicable) it intends to use as Designated Facilities pursuant to the Agreement. The Bidder's MRF does not need to be located within the City of Fayetteville; however, Bidder must have Designated Facilities that meet one of the location requirements specified below.

Materials Recovery Facility

MRF Name: _____

Physical Address: _____

City: _____ State: _____ Zip: _____

Is MRF currently operating? YES ☐ NO ☐ If no, when will it be operational? _____

MRF capacity (TPY)? _____ MRF current throughput (TPY)? _____

Transfer Station: If no Transfer Station is anticipated, the Bidder should so indicate.

TS Name: _____

Physical Address: _____

City: _____ State: _____ Zip: _____

BID 26-28 REFERENCE FORM

Alternate Facility: In the event either of the facilities noted above will not be operational by the Commencement Date, the Bidder shall provide the following information for a temporary alternate facility. If not applicable, please so indicate.

Facility Name: _____

Physical Address: _____

City: _____ State: _____ Zip: _____

4. Bidder has outstanding compliance issues that could affect delivery of the City's recyclables to the facilities identified above, including but not limited to, notices of violation and consent orders. Copies of all notices of violation and consent orders issued to any such facility in the last five (5) years or during the current operating contract if the Bidder has contractual access as an operator to such facility have been provided. If there are no such issues, Bidder shall check none.

   YES ☐ NO ☐ NONE ☐

5. Bidder has provided a description of all criminal actions against the Bidder and its senior management team during the last five (5) years related to Recyclables Processing or marketing. Additionally, the Bidder has provided a description of all civil actions, losses of service contracts, bid bond or performance bond claims, or liquidated damages relating to Recyclables Processing or marketing involving $10,000 or more per contract year during the last five (5) years. For each such occurrence, Bidder has provided the name of the claim, arbitration, litigation, or action; name of the claimant; date of alleged occurrence; amount at issue, if applicable; criminal charges alleged, if applicable; and disposition of the claim, arbitration, litigation, or action. If there are no such actions, Bidder shall check none.

   YES ☐ NO ☐ NONE ☐

CITY OF
FAYETTEVILLE
ARKANSAS

SAMPLE AGREEMENT

RECYCLABLES PROCESSING AND MARKETING SERVICES

between

CITY OF FAYETTEVILLE
(CITY)

and

[CONTRACTOR NAME]
(CONTRACTOR)

SAMPLE AGREEMENT

AGREEMENT FOR RECYCLING PROCESSING SERVICES

THIS AGREEMENT is made and entered into as of this __ day of _____ 2026, ("Effective Date"), by and between the **CITY OF FAYETTEVILLE,** a political subdivision of the State of Arkansas (**"CITY"**), with offices located at 113 W. Mountain St., Fayetteville, AR 72701 and [CONTRACTOR Name], an Arkansas limited liability corporation, **("CONTRACTOR")** with offices located at [CONTRACTOR Address], and duly authorized to conduct business in the State of Arkansas. CITY and CONTRACTOR are collectively referred to as the "Parties" and individually as "Party."

WHEREAS, pursuant to Ark. Code Ann. §8-9-203, CITY is responsible for implementing a recyclable materials recycling program to meet the needs of all incorporated areas of the CITY; and

WHEREAS, CONTRACTOR operates recovered materials processing facilities designed to process and market CITY's defined curbside and drop-off collected recyclables; and

WHEREAS, CITY publicly announced an Invitation to Bid seeking to negotiate and retain a qualified CONTRACTOR to render Services, as more fully described in Article 4 of this Agreement; and

WHEREAS, this Agreement is a result of CONTRACTOR'S submission in response to Invitation to Bid No. 26-28, and CITY's competitive selection process in accordance with Arkansas law and the City of Fayetteville Code of Ordinances and purchasing policies; and

WHEREAS, CITY and CONTRACTOR successfully negotiated the terms and conditions of this Agreement by which CONTRACTOR will provide program recyclables processing services, as more fully described herein and pursuant to Invitation to Bid No. 26-28.

NOW, THEREFORE, the CITY and CONTRACTOR, in consideration of the mutual covenants, promises, and representations contained herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows**:**

SAMPLE AGREEMENT

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SAMPLE AGREEMENT

ARTICLE 1. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the following meanings unless otherwise specifically stated herein:

Applicable Law means all applicable federal and State of Arkansas laws, local (municipal and county) ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the services provided under this Agreement**.**

Average Market Value (AMV) is a market index used to determine the estimated current value of a ton of Program Recyclables based on monthly fluctuations in the commodity market. A sample AMV is provided in **Exhibit C**.

Commencement Date means the date on which CONTRACTOR commences to accept, process, and market Program Recyclables in accordance with this Agreement. The Commencement Date shall be May 1, 2026.

Contaminates or **Contamination or Contaminated Recyclable Material** means that portion of the Recyclable Materials stream that does not consist of materials included in the definition of Program Recyclables.

Contract Manager means the person designated by CITY to manage this Agreement. The Contract Manager may identify a designee for certain tasks.

CONTRACTOR means the awarded proposer with whom the CITY has entered into this Agreement.

Designated Recycling Facility or Designated Facility means the facility designated by CONTRACTOR and approved by CITY for the processing of Single Stream Program Recyclables collected pursuant to this Agreement.

Effective Date means the date upon which this Agreement is fully executed by the Fayetteville City Council and CONTRACTOR.

Holiday means those holidays on which CITY does not provide Solid Waste collection services, unless otherwise designated by the Contract Manager. Currently, holidays include New Year's Day, Thanksgiving (Observed), and Christmas Day.

Multi-family Developments means customer classified under Residential Customer but identified by the CITY as a multi-family development, as determined by the CITY in accordance with the City of Fayetteville Code of Ordinances Title V-Public Works, Chapter 50- Recycling and Trash Collection, as amended.

Program Recyclables or **Recyclables** means Recyclables collected commingled in a single container that is included in CITY'S recycling program. Program Recyclables shall include materials identified in **Exhibit C**, which may be amended by CITY and CONTRACTOR as markets develop for additional materials. Program Recyclables include incidental amounts of non-designated materials as can normally be expected as part of recyclables collection.

Recovered Materials means metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the solid waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but the term does not include materials destined for any use that constitutes disposal. Recovered Materials as described are not solid waste.

Recyclable Materials or **Recyclables** means those materials which are capable of being recycled and that would otherwise be processed or disposed of as solid waste.

SAMPLE AGREEMENT

Residential Customer means any single-family dwelling or multi-family dwelling that accumulates solid waste for regular curbside collection.

Residue or **Residuals** means the portion of the Recyclable Materials stream, other than Contamination, accepted by CONTRACTOR that is not converted to Recovered Materials due to breakage and/or transportation or processing limitations or inefficiencies.

Service Agreement or **Agreement** means this Service Agreement between CITY and CONTRACTOR, together with all exhibits and other documents that are expressly incorporated by reference.

Single Stream means a recycling process that allows for Recyclables to be collected commingled with no sorting required by generators, collectors, or haulers.

Solid Waste means all non-hazardous Garbage, Rubbish, and/or C&D that can legally be received at the Transfer Station and Disposal Facility. The term "Solid Waste" specifically excludes Unacceptable Waste. *For the purposes of this Agreement, the following are not considered Solid Waste: sludge, Recyclables, Recovered Materials, Residential Special Waste, and Yard Trash.*

Tons means a unit of weight equal to 2,000 pounds, also referred to as a short ton.

ARTICLE 2. TERM

2.1. Effective and Commencement Dates

The Effective Date of this Agreement shall be the date the Agreement is executed by both CONTRACTOR and the CITY. The Commencement Date is June 1, 2026.

2.2. Initial Term

The initial term of this Agreement shall be for a period of two (2) years from the Commencement Date ending at 11:59 p.m. on May 31, 2028.

2.3. Renewal Option

CITY may renew this Agreement upon the mutual concurrence of the CITY and CONTRACTOR under the same terms and conditions for up to two (2) additional one (1) year terms.

2.4. Termination of Agreement

2.4.1.Termination for Cause

2.4.1.1. CITY shall have the right, by written notice to CONTRACTOR, to terminate this Agreement, in whole or in part, for failure to substantially comply with the terms and conditions of this Agreement, to include:

a. Failure to provide Services that comply with the specifications herein or that fail to meet CITY'S performance standards;

b. Failure to perform the Services within the time specified in this Agreement; or

c. Work that is at a rate that disrupts the overall performance of this Agreement.

SAMPLE AGREEMENT

2.4.1.2 Prior to termination for default, CITY shall provide adequate written notice to CONTRACTOR, affording CONTRACTOR the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency may result in termination action.

2.4.1.3 Such termination may also result in suspension or debarment of CONTRACTOR. CONTRACTOR shall be liable for any damage to CITY resulting from CONTRACTOR'S default of the Agreement.

2.4.1.4 In the event of termination of this Agreement, CONTRACTOR shall be liable for any damage to CITY resulting from CONTRACTOR'S default of this Agreement. This liability includes any increased costs incurred by CITY in completing performance under this Agreement.

2.4.1.5 In the event of termination by CITY for any cause, CONTRACTOR shall not have any right or claim against CITY for lost profits or compensation for lost opportunities. After a receipt of CITY'S Notice of Termination and except as otherwise directed by CITY, CONTRACTOR shall:

a. Stop the Services on the date and to the extent specified;

b. Terminate and settle all orders and subcontracts relating to the performance of the terminated Services;

c. Transfer all work in process, completed work, and other materials related to the terminated Services as directed by CITY; and

d. Continue and complete all parts of the Services that have not been terminated.

2.4.2 Termination Without Cause. CITY may terminate this Agreement without cause. CITY shall provide CONTRACTOR a written "Notice of Intent to Terminate" sixty (60) days prior to the date of termination. If this Agreement is terminated by CITY without cause, CONTRACTOR shall be entitled to payment for all Services performed to the satisfaction of the CITY and all expenses incurred under this Agreement prior to termination, less any costs, expenses, or damages due to the failure of the CONTRACTOR to properly perform pursuant to this Agreement. CONTRACTOR shall not be entitled to any other compensation, including anticipated profits on unperformed Services.

ARTICLE 3. CITY'S RESPONSIBILITIES

3.1 CITY shall appoint an individual to serve as the "Contract Manager." The Contract Manager shall have the authority to transmit instructions, receive information, interpret, and define the policy of CITY and make decisions pertinent to the Services. CITY reserves the right to designate a different Contract Manager, provided that CONTRACTOR is given advance written notice thereof.

3.2 Beginning on the Commencement Date, CITY shall deliver, or direct to be delivered, all Program Recyclables collected from Residential and Multi-Family Developments to the Designated Recycling Facility during the scheduled receiving hours specified herein.

SAMPLE AGREEMENT

3.3 CITY shall make available, at no cost to CONTRACTOR, information relative to the Services and this Agreement, to assist in CONTRACTOR's performance of the Services.

3.4 CITY shall provide prompt notice to CONTRACTOR whenever CITY observes or otherwise becomes aware of any defect in the performance of the Services.

ARTICLE 4. CONTRACTOR'S RESPONSIBILITIES ("SERVICES")

4.1 Designated Facility

4.1.1 CONTRACTOR shall ensure that the Designated Facility is always operated in full compliance with all Applicable Law, and that all Services provided herein are in compliance with all Applicable Law.

4.1.1 CONTRACTOR shall maintain and provide verification of its Solid Waste Recovery Facilities Permits, as applicable, from the Arkansas Department of Environmental Quality throughout the term of this Agreement.

4.1.2 The Designated Facility must have a certified scale that is tested, at least semi-annually, by a scale company registered with the Arkansas Bureau of Standards (Arkansas Department of Agriculture) and a system capable of tracking and recording inbound materials delivered to the facility. CONTRACTOR shall provide the Contract Manager with a copy of the scale certification prior to the Commencement Date, and a copy of all following scale test reports.

4.1.3 The Contract Manager shall have the right to inspect both the operating and maintenance practices of the facility during normal operating hours. Operating practices shall include, but are not limited to, the receipt, separation, processing, loading, storage, and transport of Recyclables and Recovered Materials. CONTRACTOR shall reasonably accommodate the Contract Manager's inspection rights described herein, provided it does not create a safety hazard.

4.1.4 The Designated Facility may be changed only with prior written approval by the Contract Manager.

4.2 Materials Acceptance

4.2.1 Beginning on the Commencement Date, CONTRACTOR shall accept deliveries of CITY'S Program Recyclables during the scheduled receiving hours specified in this Agreement. CITY makes no assurances or guarantees as to the quantity or quality of Recyclables to be delivered.

4.2.2 The Designated Facility shall be open and available to receive Program Recyclables between 7:00 a.m. and 4:30 p.m., Central Time, Monday through Friday, except for observed CITY Holidays. CONTRACTOR shall be available to open the Designated Facility for extended hours, Saturdays, or on Holidays on an as-needed basis, at the request of the Contract Manager at no added cost to the CITY.

4.2.3 CONTRACTOR shall assume ownership of Program Recyclables upon acceptance of materials at the Designated Facility except for materials rejected pursuant to Section 4.3 of this Agreement.

4.2.4 CONTRACTOR shall accept deliveries of Program Recyclables by CITY, or its designee, at the Designated Facility from a variety of different vehicles.

SAMPLE AGREEMENT

4.2.5 The Contract Manager reserves the right to add or delete Recyclable Materials as part of CITY'S Program Recyclables if the contracting parties agree it is technically feasible. CITY will negotiate Average Market Value (AMV) terms with CONTRACTOR based on any material additions or deletions and current market value.

4.2.6 CONTRACTOR shall not dispose of or landfill any Recyclables or Recovered Materials processed pursuant to this Agreement, without prior written authorization of the Contract Manager. CONTRACTOR shall not knowingly, or without reasonable assumption, sell such Recyclables or Recovered Materials to another agent that landfills or disposes of material other than through recycling, without prior written authorization of the Contract Manager. This prohibition does not apply to Contamination and Residue.

4.2.7 CONTRACTOR shall be responsible for and shall bear all costs associated with acceptance, processing, and marketing of all Recyclables delivered by CITY, or its agents, to the Designated Facility pursuant to this Agreement, including, but not limited to, all aspects of the management, operations, and maintenance of the Designated Facility.

4.2.8 CONTRACTOR shall have a backup plan in place in the event the Designated Facility is unable to accept Program Recyclables for any reason. Backup plan must be submitted within thirty (30) calendar days following the Execution Date and be approved by the Contract Manager.

4.2.9 At any time during the Agreement, should CONTRACTOR be unable to accept, process, or market materials due to CONTRACTOR'S fault, CONTRACTOR shall be liable to CITY for all hauling, processing, transportation, disposal charges, and any other related costs in excess of payments that would have been made under this Agreement, which may be incurred by CITY.

4.3 Material Rejection

4.3.1 If Hazardous Waste is detected in any Program Recyclables delivered to the Designated Facility, in addition to immediately notifying the Contract Manager, CONTRACTOR shall note the incident by taking a photograph of the Hazardous Waste Load and the truck, including the truck number delivering the Hazardous Waste. CITY shall be responsible for removing and disposing of the Hazardous Waste.

4.4 Disposal

4.4.1 CONTRACTOR is solely responsible for the transportation and disposal of all non-recycled materials, including Contamination and Residue, generated because of processing Recyclables, inclusive of all associated costs.

4.4.2 Contamination and Residue must be disposed of at a legally permitted and licensed facility.

SAMPLE AGREEMENT

4.5 Personnel

4.5.1 CONTRACTOR shall cooperate with CITY in every reasonable and proactive way to facilitate the successful completion of the activities and Services contemplated in this Agreement. CONTRACTOR shall assign a qualified person as a point of contact to oversee CONTRACTOR'S operations by the Effective Date. CITY shall have direct access to CONTRACTOR'S point of contact, and CONTRACTOR shall provide CITY's Contract Manager with CONTRACTOR's point of contact's contact information in writing on or before the Commencement Date. CITY'S point of contact shall be the Contract Manager. Alternates may be designated by either party upon written notification.

4.5.2 CONTRACTOR shall comply with all Applicable Laws relating to wages, hours, overtime, disability, and all other matters relating to the employment and protection of employees, now or hereafter in effect. CITY encourages the hiring of local labor and residents who are from and live in the Northwest Arkansas region.

4.5.3 CONTRACTOR shall devote sufficient personnel, time, and attention to its operations under this Agreement to ensure that it will meet all required performance measurements.

4.5.4 CONTRACTOR shall use competent, qualified, sober personnel to provide services pursuant to this Agreement.

4.5.5 CONTRACTOR shall implement and maintain a drug-free workplace program.

4.5.6 CONTRACTOR shall provide appropriate operating and safety training for all personnel, including meeting training requirements and all Applicable Laws. Each of CONTRACTOR'S vehicle operators shall always carry a valid Arkansas driver's license for the type of vehicle/equipment that is being driven.

4.6 Education and Outreach

4.6.1 Any form of communication regarding CITY'S Recycling programs including, but not limited to, electronic, written audio, video, graphics, logos, shall be reviewed and approved in writing by the Contract Manager prior to disseminating or presenting publicly.

4.6.2 CONTRACTOR shall partner with CITY in the development and implementation of outreach programs intended to increase participation in CITY'S recycling program and to reduce the amount of Contaminated Recyclable Material. Such programs shall primarily include CONTRACTOR making public tours or a City conducted video of the MRF available.

SAMPLE AGREEMENT

ARTICLE 5. RECORDS AND DOCUMENT RETENTION

5.1. Record Keeping

CONTRACTOR shall follow all Public Records regulations pursuant to Arkansas Code Annotated §14-2-201 and 14-2-203. At a minimum, CONTRACTOR shall retain all records related to this Agreement for a period of three (3) years.

ARTICLE 6. REPORTING REQUIREMENTS

6.1. Reporting: CONTRACTOR shall electronically submit a monthly report, no later than the fifteenth (15th) day of each month, to the Contract Manager in a format pre-approved by the Contract Manager, containing the following information for services provided during the previous month:

a) Tonnage of Program Recyclables: CONTRACTOR shall provide tare records of Program Recyclables received at the Designated Facility, by day and by truck number.

b) Tonnage of Rejects: CONTRACTOR shall provide records of daily and monthly tonnages of Rejects derived from Program Recyclables.

c) Rejected loads: CONTRACTOR shall provide record of rejected loads, including date and weights for each load to include pictures or videos.

d) Education and Outreach Activities (E&O): CONTRACTOR shall provide records identifying E&O activities planned or conducted, dates, and time of activity, entity for which activities were provided, and a summary of activities.

6.2. CONTRACTOR is required to notify CITY of any Notices of Violation (NOV) received for any violations of Applicable Laws occurring at the Designated Facility within three (3) calendar days following receipt of such NOV. CONTRACTOR's written notice to CITY shall include a copy of the NOV and the corrective action taken or scheduled to be taken.

6.3. CONTRACTOR shall provide any additional information or reports as requested by the Contract Manager to monitor this Agreement, or to assist the CITY in managing its Solid Waste and Recycling programs. These reports will be provided to the Contract Manager within five (5) calendar days, unless an alternative timeframe is approved in writing by Contract Manager.

ARTICLE 7. COMPENSATION

7.1. Monthly Invoice

Processing Fee with Revenue Share

No later than the fifteenth (15th) Day of each month, CONTRACTOR shall electronically submit an invoice to CITY for services provided pursuant to this Agreement during the previous month together with the monthly report detailed in Section 6.1. The monthly processing services invoice shall include the revenue share calculation as provided in **Exhibit A**, attached hereto, which includes the following:

a. Quantity of tared inbound Program Recyclables, as measured by certified inbound scales, received at the Designated Facility during the month being invoiced.

SAMPLE AGREEMENT

b. Calculation of Liquidated Damages, rejected load payments, interest on overdue payments or proration determined in accordance with the compensation requirements herein.

c. Processing Fee as provided in **Exhibit A**. The Processing Fee shall be adjusted annually according to Section 7.4.

d. AMV of Program Recyclables for the month being invoiced. A sample AMV calculation is provided in **Exhibit C**.

e. Revenue Share, as provided in **Exhibit A**.

Payments to be remitted to CONTRACTOR shall be submitted within forty-five (45) calendar days of CONTRACTOR'S invoice date.

7.2. Change in Average Market Value (AMV)

Modifications to the list of Program Recyclables in **Exhibit D** made by Contract Manager and CONTRACTOR, in agreement, shall include an adjustment to the calculation of AMV. The AMV may also be adjusted based on the results of a recycling composition study as outlined in **Exhibit C**.

7.3. Compensation Structure

Processing Fee with Revenue Share

7.4. The compensation structure for the acceptance, processing, and marketing of Program Materials shall be defined under Exhibit A. Annual Rate Adjustment

The Processing Fee shall remain the same through December 31 2027. Beginning January 1, 2028, CONTRACTOR may request, in writing, an adjustment based on the percentage change in the Consumer Price Index for Urban Consumers (CPI-U) for the previous calendar year, with a cap of five percent (5%) increase annually. Adjustment of the Processing Fee shall be approved by both Parties in writing. The annual CPI-U adjustment shall be calculated as outlined in **Exhibit B** attached hereto.

SAMPLE AGREEMENT

ARTICLE 8. PERFORMANCE

8.1. Liquidated Damages

CONTRACTOR shall cure all failures to provide service immediately or within any time limits set forth in this Agreement. The Contract Manager may assess the following Liquidated Damages pursuant to this section monthly in connection with this Agreement.

Performance Standard Violation	Liquidated Damages
Landfilling of Recyclables or Recovered Materials without prior approval by the Contract Manager.	$1,000 per occurrence
Failure to accept Recyclables delivered to the Designated Facility during scheduled receiving hours.	$1,000 per occurrence
Failure to test scales during specified timeframe.	$5,000 per occurrence
Failure to meet any reporting or notification requirement of the contract by the specified date unless approved by the Contract Manager.	$50 per report or notification per Day for every Day after due date

The Contract Manager shall notify CONTRACTOR of its decision to assess liquidated damages. If CONTRACTOR desires to challenge the decision, it must do so in writing within seven (7) calendar days after receipt of notice from Contract Manager. The request shall specify the grounds upon which CONTRACTOR objects to the assessment of Liquidated Damages by Contract Manager. The matter shall be referred to CITY's Purchasing Official who shall rule on CONTRACTOR'S challenge. CITY's Purchasing Official's decision shall constitute a final determination of the matter. CONTRACTOR shall compensate CITY within thirty (30) calendar days following CONTRACTOR'S receipt of a written assessment of Liquidated Damages.

ARTICLE 9. INDEMNIFICATION

CONTRACTOR shall indemnify, defend, keep, save and hold harmless CITY, its officers, agents, officials and employees, from and against all suits, actions, claims, demands, costs, penalties, fines, judgements or liability, including, but not limited to, attorneys' fees and other expenses incurred in connection with this Agreement, and/or to the extent arising out of or related to CONTRACTOR's Services. This indemnity provision shall remain enforceable subsequent to the termination of this Agreement and shall continue until such time as any and all claims arising under this Agreement have been finally settled or adjudicated, regardless of when such claims are made. The indemnification obligations under this Article shall not be construed to negate, abridge, or reduce any other rights or remedies which otherwise may be available to CITY, or deemed to affect the rights, privileges, or immunities of CITY as set forth in Arkansas Code § 21-9-301 or under any other law.

SAMPLE AGREEMENT

ARTICLE 10. NOTICES

All notices, requests and authorizations provided herein shall be in writing and shall be delivered by hand or mailed through the U.S. Mail, addressed as follows:

To CITY: City of Fayetteville
Attn: City Manager
113 W Mountain St.,
Fayetteville, AR 72701

To CONTRACTOR: [CONTRACTOR Information]

ARTICLE 11. NO CONFLICT

By accepting award of this Agreement, CONTRACTOR, which shall include its directors, officers, and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of its duties or Services required hereunder.

ARTICLE 12. ETHICAL CONSIDERATIONS

CONTRACTOR recognizes that in rendering the Services, CONTRACTOR is working for the residents of Fayetteville, Arkansas, subject to public observation, scrutiny and inquiry; and based upon said recognition CONTRACTOR shall, in all of its relationships with CITY pursuant to this Agreement, conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform the Services. CONTRACTOR shall be truthful in its communications with CITY personnel regarding matters pertaining to this Agreement and the Services rendered to CITY.

ARTICLE 13. SOLICITATION OF AGREEMENT

CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to annul this Agreement without liability, or at its discretion, to deduct from this Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

SAMPLE AGREEMENT

ARTICLE 14. ASSIGNMENT AND SUBCONTRACTING

CONTRACTOR shall not assign or transfer any right or duty under this Agreement to any other Party without the prior written consent of CITY. In the event CONTRACTOR asserts it is necessary to utilize the services of third parties to perform any of the Services, CONTRACTOR shall first obtain prior written approval of CITY.

Approval to utilize any third party shall not relieve CONTRACTOR from any direct liability or responsibility to CITY pursuant to the provisions of this Agreement, or obligate CITY to make any payments other than payments due to CONTRACTOR as outlined in this Agreement. All terms and conditions of this Agreement shall extend to and be binding on any approved purchaser, assignee, or other successor in interest.

Assignment, pledging, sale, transfer or encumbering of any interest or rights under this Agreement, to anyone other than the CONTRACTOR, without the prior written consent of the CITY, shall be grounds for termination of this Agreement.

ARTICLE 15. AUTHORITY TO EXECUTE

Each of the Parties hereto covenants to the other Party that it has lawful authority to enter into this Agreement.

ARTICLE 16. PROVISION FOR OTHER AGENCIES

Unless otherwise stipulated by the Proposer, the Proposer agrees to make available to all Government agencies, departments, municipalities, and counties, the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible users shall mean all state of Arkansas agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, counties, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

SAMPLE AGREEMENT

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed effective as of the date set forth above.

[CONTRACTOR]

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED by the City Council of Fayetteville, Arkansas with a quorum present and voting, on this ____ day of _____, 2026.

City of Fayetteville, a political subdivision of the State of Arkansas

_____
Molly Rawn, Mayor

Date: _____

ATTEST: Kara Paxton, City Clerk Treasurer
CITY CLERK TREASURER

By: _____
City Clerk Treasurer

SAMPLE AGREEMENT

EXHIBIT A: FEE SCHEDULE

Processing Fee and Revenue Share

PROGRAM RECYCLABLES PROCESSING SERVICES	
Processing Fee (used to calculate revenue share per ton)	$_____ per ton
Percent Revenue Share	50 %

For the CITY's Program Recyclables delivered to the facility located at:

[INSERT DESIGNATED FACILITY]

Notes:
(1) Revenue Share shall occur when the Total AMV Calculation of Recyclables exceeds the Processing Fee.
(2) The Processing Fee shall be adjusted annually on the anniversary of the Commencement Date based on the CPI Adjustment procedure defined in the Agreement.

SAMPLE AGREEMENT

EXHIBIT B: CALCULATION OF ANNUAL RATE ADJUSTMENT

CPI Increase. Beginning on January 1, 2028 and on each January 1 thereafter (including in any renewal or extension terms), the Processing Fee shall be automatically adjusted by the annual percentage change in the average that the Consumer Price Index, US City Average for All Urban Consumers (current series), Water, Sewer, Trash Collection, Not Seasonally Adjusted, Series ID CUUR0000SEHG ("CPI") (https://beta.bls.gov/dataViewer/view/timeseries/CUUR0000SEHG) has increased over the 12 most recently published months compared to the average CPI for the preceding twelve-month period for which the data has been published. If the above CPI ceases to be published, the parties agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision.

I. The CPI published on the first Monday prior to the end of the month (or the first business day thereafter if such Monday is a Federal Holiday) shall be used to determine the monthly change. The annual percentage change shall be calculated by subtracting the average CPI value for the previous 12-months from the average CPI value for the most recent 12-month period, the result of which shall be divided by the prior 12-month period average. A dated example of the CPI annual increase calculation follows:

Index	**2020 12-Month Average**	**2021 12-Month Average**	**Change**	**Applied Percentage Change**
CPI – Water, Sewer, Trash	252.46	261.47	9.01	**3.6%** (9.01/252.46)

II. Contractor shall coordinate with the City in writing prior to any implementation of any CPI price adjustment. Such coordination shall include the amount of the price adjustment, documentation substantiating the CPI published numbers, and the date the adjusted price takes effect. The City and Contractor shall mutually agree on any increase, including calculation accuracy on CPI or other equally authoritative measures as applicable, prior to any price adjustment.

SAMPLE AGREEMENT

EXHIBIT C: SAMPLE AMV OF PROGRAM RECYCLABLES AND REVENUE SHARE CALCULATIONS

CONTRACTOR acknowledges and accepts the following:

(a) The CITY conducted a recyclables composition study in 2024 on their residential dual stream bin curb-sort collection system for which the following AMV was based. Beginning on Commencement Date, the City will transition to a carted, automated single stream curbside collection system. It is anticipated this transition will provide for increased recyclables capacity and tonnages to be delivered to the CONTRACTOR. Additionally, it is anticipated this transition will impact the composition of materials collected.

(b) To ensure transparency and accuracy under this Agreement, the CITY will conduct and pay for a recyclables composition study on inbound single stream Program Recyclables according to the requirements delineated below approximately four (4) months, but not more than six (6) months, following the Commencement Date. Upon completion, the AMV composition shall be adjusted based on the results of this study.

(c) The CITY shall conduct a recyclables composition study at CITY's cost every year during the Term of the Agreement (and may switch to every other year if there are term extensions). The CONTRACTOR may request additional recyclables composition studies to be conducted at CONTRACTOR's cost, such request being subject to CITY approval, which shall not be unreasonably withheld. The CONTRACTOR cannot request a study more than once annually.

(d) The material percentages used for calculating the AMV shall be revised only upon completion of a recyclables composition study conducted that meets the requirements specified herein:

- The study entails sampling and manual sorting of inbound Program Recyclables. Inbound Program Recyclables means materials as delivered to the MRF. If the study is requested by the CONTRACTOR, the final methodology is subject to written approval by the Contract Manager.
- The study shall be conducted by a qualified entity with demonstrated experience conducting recyclables composition studies in Arkansas. If the study is requested by the CONTRACTOR, selection of such entity is subject to written approval by the Contract Manager.
- The City and CONTRACTOR each have the right to have a representative onsite for the sorting event.
- Study results are subject to final approval by the Contract Manager, which shall not be unreasonably withheld. If approved by the Contract Manager, adjustments to the composition provided in this Exhibit shall be made and shall become effective on the first Day of the following month and for the remainder of this Agreement, or until further adjusted in a future composition study.
- Additional studies shall be paid for by the party requesting such study unless otherwise agreed upon in writing.
- A study cannot be requested more than once annually.

(e) The regional average value in the Southeast United States as posted by Recyclingmarkets.net market index first post of the month shall be used in the AMV. The market index is intended to reflect the average value of each Recyclable included in the CITY's Program Recyclables and is not intended to equate to the commodity revenue received by CONTRACTOR.

SAMPLE AGREEMENT

(f) If at any time during the term of this Agreement, Recyclingmarkets.net no longer posts or otherwise provides applicable market indices, then the parties shall mutually select, and designate in writing, an appropriate replacement source from among the sources recycling industry professionals utilize for reliable pricing information of Recovered Materials.

(g) Any and all costs associated with accepting and processing Recyclables as well as marketing and transporting Recovered Materials derived therefrom shall be the responsibility of CONTRACTOR.

(h) The Revenue Share utilized for calculation of Payment to the City shall be fixed at 50 percent.

Sample Calculation of AMV:

City of Fayetteville AMV – December 2025

Material	Description	2024 RCS %	Index Value Dec 2025	AMV ($/ton)
Mixed Paper	PS 54 baled, F.O.B. seller's dock	11.3%	$ 27.50	$ 3.11
Sorted Residential Paper	PS 56 baled, F.O.B. seller's dock	0.0%	$ 42.50	$ -
Cardboard (OCC)	PS 11 baled, F.O.B. seller's dock	58.4%	$ 57.50	$ 33.56
Aluminum cans (Loose)	$/ton, loose price	1.9%	$ 1,150.00	$ 21.97
Steel cans (Loose)	$/ton, loose price	1.8%	$ 12.50	$ 0.23
PET	$/ton, baled and picked up	3.2%	$ 175.00	$ 5.62
Natural HDPE	$/ton, baled and picked up	1.8%	$ 990.00	$ 17.92
Colored HDPE	$/ton, baled and picked up	0.0%	$ 50.00	$ -
Plastics #1-7	$/ton, baled and picked up	0.1%	$ 40.00	$ 0.04
Contamination		0.9%	----	$ -
Total				**$82.44**

[1] All prices are from recyclingmarkets.net Southeast USA first post of the month

[2] Mixed Paper is the percentage of Mixed Recyclable Paper and Aseptic Containers/Cartons

[3] Sorted Residential Papers is the percentage of Newspaper and Magazines and Catalogs

[6] Contamination is the percentage of Other Recyclables and Contaminants

SAMPLE AGREEMENT

Sample Calculation of Program Recyclables Revenue Share (i.e., Payment to the CITY)

If the Total AMV Calculation of Recyclables exceeds the Processing Fee, the balance of the AMV shall be subject to the revenue sharing percentage calculation. A sample calculation utilizing the 2025 highest AMV (during April) is provided below:

Value Assumptions:

- Processing Fee (PF) = $60 per ton
- Percent Revenue Share (PRS) = 50%
- Average Market Value (AMV) = $82.44 per ton inbound Recyclables
  (Value fluctuates monthly based on calculation specified herein)
- Inbound Program Recyclables Tons Per Month (IR) = 1,000 tons

((AMV – PF) x IR) x PRS = Revenue Share paid to CITY

((82.44 –60) x 1,000) x 0.50 = $11,220

Payment to the CONTRACTOR:

If the Total AMV Calculation of Recyclables is less than the Total Processing Fee, CITY shall pay CONTRACTOR the difference between the Total Processing Fee and the AMV. There is no revenue share. A sample calculation is provided below:

Value Assumptions:

- Processing Fee (PF)= $60 per ton
- Average Market Value (AMV) = $55 per ton Inbound Recyclables
  (Value fluctuates monthly based on calculation specified herein)
- Inbound Program Recyclables Tons Per Month (IR) = 1,000 tons

((AMV– PF) x IR) = Program Recyclables Payment for Processing to CONTRACTOR

((55 – 60) x 1,000) = $5,000

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EXHIBIT D: CITY OF FAYETTEVILLE PROGRAM RECYCLABLES

#	Material Categories	Description of Categories
1	**Newspaper**	Newspaper (loose or tied) including other paper normally distributed inside newspaper such as ads, flyers, etc. and other items made from newsprint such as advertising guides. *Does not include bagged newspaper.*
2	**Corrugated Cardboard**	Uncoated brown cardboard boxes with a wavy core (no plastic liners or waxy coatings). Includes clean pizza boxes. *Does not include cardboard within shrink-wrap plastic, such as that from a case of bottled water.*
3	**Magazines and Catalogs**	All magazines and catalogs, including glossy magazines.
4	**Mixed Recyclable Paper**	Printed or unprinted recyclable paper including white, colored, coated, and uncoated papers, envelopes, index cards, file folders, telephone books, paperboard, chipboard, Kraft paper, brown paper bags, mail, paperback books, blueprints, and other printed material on glossy and non-glossy paper. *Does not include shredded, contaminated, waxy, or metallic paper.*
6	**PET Bottles (#1)**	Clear and colored bottles and jars coded polyethylene terephthalate (PET #1). Examples include soda bottles, water bottles, food jars, etc. *Does not include loose caps and lids.*
7	**Natural HDPE Bottles (#2)**	Clear/natural plastic bottles coded high-density polyethylene (HDPE #2). Examples include milk jugs, vinegar bottles, and gallon water bottles. *Does not include loose caps and lids or containers >3 gallons.*
8	**Colored HDPE Bottles (#2)**	Opaque, pigmented plastic bottles coded HDPE #2. Examples include detergent and shampoo bottles. *Does not include loose caps and lids or containers >3 gallons.*
9	**Non-Bottle PET Containers (#1)**	Clear and colored plastic non-bottle, non-jar containers coded PET #1. Examples include clamshell containers, fruit or vegetable platters, and some plastic drink cups.
10	**Non-Bottle HDPE Containers (#2)**	Wide-mouthed tubs and containers coded HDPE #2. Examples include large plastic coffee containers and plastic chip tubes, including lids. *Does not include containers >3 gallons.*
11	**PP Containers (#5)**	Clear and colored plastic containers coded polypropylene (PP) #5. Examples include some dairy product cups and tubs, pill bottles, frozen food trays, and plastic drink cups. *Does not include loose caps and lids or containers >3 gallons.*
12	**Aluminum Cans**	Aluminum soft drink, beer, food cans, and empty aerosol cans.
13	**Tin/Steel Cans**	Tin-plated steel cans, usually food containers and empty aerosol cans, including labels. Includes steel caps.
Potential Future Program Recyclables[1]		
	Other Plastic Containers (#3,4,6,7)	All plastic containers coded #3, #4, #6, or #7. Examples include some bottles, some drink cups, some clamshells, and Arizona Iced Tea™ gallon jugs.
	Glass Containers	All clear, green, blue, and amber glass bottles and jars as well as broken container glass pieces.

[1]Any future Program Recyclable material category shall be adopted upon written agreement between both the City and Contractor and reflected in Revenue Share AMV calculations as set forth herein.

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EXHIBIT E: INSURANCE AND BOND REQUIREMENTS

The 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.

SAMPLE AGREEMENT

AGREEMENT

RECYCLABLES PROCESSING AND MARKETING SERVICES

between

CITY OF FAYETTEVILLE
(CITY)

and

CARDS Holdings, LLC d/b/a Ecowaste Solutions
(CONTRACTOR)

AGREEMENT FOR RECYCLING PROCESSING SERVICES

THIS AGREEMENT is made and entered into as of this __ day of _____ 2026, ("Effective Date"), by and between the **CITY OF FAYETTEVILLE,** a political subdivision of the State of Arkansas (**"CITY"**), with offices located at 113 W. Mountain St., Fayetteville, AR 72701 and CARDS Holdings, LLC d/b/a Ecowaste Solutions, Inc., an Arkansas limited liability corporation, **("CONTRACTOR")** with offices located at 1513 N Old Missouri Rd., Springdale, AR 72764and duly authorized to conduct business in the State of Arkansas. CITY and CONTRACTOR are collectively referred to as the "Parties" and individually as "Party."

WHEREAS, pursuant to Ark. Code Ann. §8-9-203, CITY is responsible for implementing a recyclable materials recycling program to meet the needs of all incorporated areas of the CITY; and

WHEREAS, CONTRACTOR operates recycled materials processing facilities designed to process and market CITY's defined curbside collected recyclables; and

WHEREAS, CITY publicly announced an Invitation to Bid seeking to negotiate and retain a qualified CONTRACTOR to render Services, as more fully described in Article 3 of this Agreement; and

WHEREAS, this Agreement is a result of CONTRACTOR'S submission in response to Invitation to Bid No. 26-28, and CITY's competitive selection process in accordance with Arkansas law and the City of Fayetteville Code of Ordinances and purchasing policies; and

WHEREAS, CITY and CONTRACTOR successfully negotiated the terms and conditions of this Agreement by which CONTRACTOR will provide program recyclables processing services, as more fully described herein and pursuant to Invitation to Bid No. 26-28.

NOW, THEREFORE, the CITY and CONTRACTOR, in consideration of the mutual covenants, promises, and representations contained herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows**:**

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ARTICLE 1. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the following meanings unless otherwise specifically stated herein:

Applicable Law means all applicable federal and State of Arkansas laws, local (municipal and county) ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the services provided under this Agreement**.**

Average Market Value (AMV) is a market index used to determine the estimated current value of a ton of Program Recyclables based on monthly fluctuations in the commodity market. A sample AMV is provided in **Exhibit C**.

Commencement Date means the date on which CONTRACTOR commences to accept, process, and market Program Recyclables in accordance with this Agreement. The Commencement Date shall be June 1, 2026.

Contaminates or **Contamination or Contaminated Recyclable Material** means that portion of the Recyclable Materials stream that does not consist of materials included in the definition of Program Recyclables.

Contract Manager means the person designated by CITY to manage this Agreement. The Contract Manager may identify a designee for certain tasks.

CONTRACTOR means the awarded proposer with whom the CITY has entered into this Agreement.

Designated Recycling Facility or Designated Facility means the facility designated by CONTRACTOR and approved by CITY for the processing of Single Stream Program Recyclables collected pursuant to this Agreement.

Effective Date means the date upon which this Agreement is fully executed by the Fayetteville City Council and CONTRACTOR.

End Market means any mill, reprocessor, manufacturer, or other facility that purchases or receives processed recyclable commodities derived from Program Recyclables for the purpose of incorporating those materials into a manufacturing or reprocessing operation. Where CONTRACTOR sells or transfers materials to a broker or intermediary, the End Market shall be the facility to which the broker or intermediary transfers the materials, when known to CONTRACTOR.

Holiday means those holidays on which CITY does not provide Solid Waste collection services, unless otherwise designated by the Contract Manager. Currently, holidays include New Year's Day, Thanksgiving (Observed), and Christmas Day.

Multi-family Developments means customer classified under Residential Customer but identified by the CITY as a multi-family development, as determined by the CITY in accordance with the City of Fayetteville Code of Ordinances Title V-Public Works, Chapter 50- Recycling and Trash Collection, as amended.

Program Recyclables or **Recyclables** means Recyclables collected commingled in a single container that is included in CITY'S recycling program. Program Recyclables shall include materials identified in **Exhibit C**, which may be amended by CITY and CONTRACTOR as markets develop for additional materials. Program Recyclables include incidental amounts of non-designated materials as can normally be expected as part of recyclables collection.

Recovered Materials means metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the solid waste stream for sale, use, or reuse as raw materials, whether or not the materials

require subsequent processing or separation from each other, but the term does not include materials destined for any use that constitutes disposal. Recovered Materials as described are not solid waste.

Recyclable Materials or **Recyclables** means those materials which are capable of being recycled and that would otherwise be processed or disposed of as solid waste.

Residential Customer means any single-family dwelling or multi-family dwelling that accumulates solid waste for regular curbside collection.

Residue or **Residuals** means the portion of the Recyclable Materials stream, other than Contamination, accepted by CONTRACTOR that is not converted to Recovered Materials due to breakage and/or transportation or processing limitations or inefficiencies.

Service Agreement or **Agreement** means this Service Agreement between CITY and CONTRACTOR, together with all exhibits and other documents that are expressly incorporated by reference.

Single Stream means a recycling process that allows for Recyclables to be collected commingled with no sorting required by generators, collectors, or haulers.

Solid Waste means all non-hazardous Garbage, Rubbish, and/or C&D that can legally be received at the Transfer Station and Disposal Facility. The term "Solid Waste" specifically excludes Unacceptable Waste.. *For the purposes of this Agreement, the following are not considered Solid Waste: sludge, Recyclables, Recovered Materials, Residential Special Waste, and Yard Trash.*

Tons means a unit of weight equal to 2,000 pounds, also referred to as a short ton.

ARTICLE 2. TERM

2.1. Effective and Commencement Dates

The Effective Date of this Agreement shall be the date the Agreement is executed by both CONTRACTOR and the CITY. The Commencement Date is June 1, 2026.

2.2. Initial Term

The initial term of this Agreement shall be for a period of two (2) years from the Commencement Date ending at 11:59 p.m. on May 31, 2028.

2.3. Renewal Option

CITY may renew this Agreement upon the mutual concurrence of the CITY and CONTRACTOR under the same terms and conditions for up to two (2) additional one (1) year terms.

2.4. Termination of Agreement

2.4.1.Termination for Cause

2.4.1.1. CITY shall have the right, by written notice to CONTRACTOR, to terminate this Agreement, in whole or in part, for failure to substantially comply with the terms and conditions of this Agreement, to include:

a. Failure to provide Services that comply with the specifications herein or that fail to meet CITY'S performance standards;

b. Failure to perform the Services within the time specified in this Agreement; or

c. Not being able to accept recyclables at Designated Recycling Facility or Designated Facility for a period longer than 5 consecutive days .

2.4.1.2 Prior to termination for default, CITY shall provide adequate written notice to CONTRACTOR, affording CONTRACTOR the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency may result in termination action.

2.4.1.3 Such termination may also result in suspension or debarment of CONTRACTOR. CONTRACTOR shall be liable for any damage to CITY resulting from CONTRACTOR'S default of the Agreement.

2.4.1.4 In the event of termination of this Agreement, CONTRACTOR shall be liable for any damage to CITY resulting from CONTRACTOR'S default of this Agreement. This liability includes any increased costs incurred by CITY in completing performance under this Agreement.

2.4.1.5 In the event of termination by CITY for any cause, CONTRACTOR shall not have any right or claim against CITY for lost profits or compensation for lost opportunities. After a receipt of CITY'S Notice of Termination and except as otherwise directed by CITY, CONTRACTOR shall:

a. Stop the Services on the date and to the extent specified;

b. Terminate and settle all orders and subcontracts relating to the performance of the terminated Services;

c. Transfer all work in process, completed work, and other materials related to the terminated Services as directed by CITY; and

d. Continue and complete all parts of the Services that have not been terminated.

2.4.2 Termination Without Cause. CITY may terminate this Agreement without cause. CITY shall provide CONTRACTOR a written "Notice of Intent to Terminate" sixty (60) days prior to the date of termination. If this Agreement is terminated by CITY without cause, CONTRACTOR shall be entitled to payment for all Services performed to the satisfaction of the CITY and all expenses incurred under this Agreement prior to termination, less any costs, expenses, or damages due to the failure of the CONTRACTOR to properly perform pursuant to this Agreement. CONTRACTOR shall not be entitled to any other compensation, including anticipated profits on unperformed Services.

ARTICLE 3. CONTRACT DOCUMENTS

3.1. The parties agree that the following documents are incorporated into and are made a part of the Contract as if their terms and conditions were set forth herein:

a. Appendix A: RFP 26-28, Recyclables Processing Services and its appendices that were issued by the City (" RFP")

b. Appendix B: CARDSNWA bid submittal

c. Appendix C: City Issued Bid

ARTICLE 4. CITY'S RESPONSIBILITIES

4.1 CITY shall appoint an individual to serve as the "Contract Manager." The Contract Manager shall have the authority to transmit instructions, receive information, interpret, and define the policy of CITY and make decisions pertinent to the Services. CITY reserves the right to designate a different Contract Manager, if necessary.

4.2 Beginning on the Commencement Date, CITY shall deliver, or direct to be delivered, all Program Recyclables collected from Residential and Multi-Family Developments to the Designated Recycling Facility during the scheduled receiving hours specified herein.

4.3 CITY shall make available, at no cost to CONTRACTOR, information relative to the Services and this Agreement, to assist in CONTRACTOR's performance of the Services.

4.4 CITY shall provide prompt notice to CONTRACTOR whenever CITY observes or otherwise becomes aware of any defect in the performance of the Services.

ARTICLE 5. CONTRACTOR'S RESPONSIBILITIES ("SERVICES")

5.1 Designated Facility

5.1.1 CONTRACTOR shall ensure that the Designated Facility is always operated in full compliance with all Applicable Law, and that all Services provided herein are in compliance with all Applicable Law.

5.1.1 CONTRACTOR shall maintain and provide verification of its Solid Waste Recovery Facilities Permits, as applicable, from the Arkansas Department of Environmental Quality throughout the term of this Agreement.

5.1.2 The Designated Facility must have a certified scale that is tested, at least semi-annually, by a scale company registered with the Arkansas Bureau of Standards (Arkansas Department of Agriculture) and a system capable of tracking and recording inbound materials delivered to the facility. CONTRACTOR shall provide the Contract Manager with a copy of the scale certification prior to the Commencement Date, and a copy of all following scale test reports.

5.1.3 The Contract Manager shall have the right to inspect both the operating and maintenance practices of the facility during normal operating hours. Operating practices shall include, but are not limited to, the receipt, separation, processing, loading, storage, and transport of Recyclables and Recovered Materials. CONTRACTOR

shall reasonably accommodate the Contract Manager's inspection rights described herein, provided it does not create a safety hazard.

5.1.4 The Designated Facility may be changed only with prior written approval by the Contract Manager.

5.2 Materials Acceptance

5.2.1 Beginning on the Commencement Date, CONTRACTOR shall accept deliveries of CITY'S Program Recyclables during the scheduled receiving hours specified in this Agreement. CITY makes no assurances or guarantees as to the quantity or quality of Recyclables to be delivered.

5.2.2 The Designated Facility shall be open and available to receive Program Recyclables between 7:00 a.m. and 4:30 p.m., Central Time, Monday through Friday, except for observed CITY Holidays. CONTRACTOR shall be available to open the Designated Facility for extended hours, Saturdays, or on Holidays on an as-needed basis, at the request of the Contract Manager at no added cost to the CITY.

5.2.3 CONTRACTOR shall assume ownership of Program Recyclables upon acceptance of materials at the Designated Facility except for materials rejected pursuant to Section 4.3 of this Agreement.

5.2.4 CONTRACTOR shall accept deliveries of Program Recyclables by CITY, or its designee, at the Designated Facility from a variety of different vehicles.

5.2.5 The Contract Manager reserves the right to add or delete Recyclable Materials as part of CITY'S Program Recyclables if the contracting parties agree it is technically feasible. CITY will negotiate Average Market Value (AMV) terms with CONTRACTOR based on any material additions or deletions and current market value.

5.2.6 CONTRACTOR shall not dispose of or landfill any Recyclables or Recovered Materials processed pursuant to this Agreement, without prior written authorization of the Contract Manager. CONTRACTOR shall not knowingly, or without reasonable assumption, sell such Recyclables or Recovered Materials to another agent that landfills or disposes of material other than through recycling, without prior written authorization of the Contract Manager. This prohibition does not apply to Contamination and Residue.

5.2.7 CONTRACTOR shall be responsible for and shall bear all costs associated with acceptance, processing, and marketing of all Recyclables delivered by CITY, or its agents, to the Designated Facility pursuant to this Agreement, including, but not limited to, all aspects of the management, operations, and maintenance of the Designated Facility.

5.2.8 CONTRACTOR shall have a backup plan in place in the event the Designated Facility is unable to accept Program Recyclables for any reason. Backup plan must be submitted within thirty (30) calendar days following the Execution Date and be approved by the Contract Manager.

5.2.9 At any time during the Agreement, should CONTRACTOR be unable to accept, process, or market materials due to CONTRACTOR'S fault, CONTRACTOR shall be liable to CITY for all hauling, processing, transportation, disposal charges, and any other related costs

in excess of payments that would have been made under this Agreement, which may be incurred by CITY.

5.3 Material Rejection

5.3.1 CONTRACTOR shall have the right to reject loads of Program Recyclables that contain more than twenty percent (20%) Contamination by volume or that contain any amount of Hazardous Waste. CONTRACTOR shall immediately notify the Contract Manager if a load is rejected and shall keep the entire load segregated from other materials for inspection.

5.3.2 If upon a visual inspection the Contract Manager or designee concurs with CONTRACTOR that the load in question contains more than thirty percent (30%) Contamination by volume, CONTRACTOR shall dispose of the entire load at a legally permitted disposal facility and shall charge CITY the per-ton disposal fee for the inbound weight of the load deemed to be excessively contaminated. CONTRACTOR must provide proof of the tip fee paid for disposal of contaminated materials to be reimbursed, and at no time shall such fee to be reimbursed exceed the current transport and disposal tip fee rate of the CITY. Alternatively, if the material has not yet been unloaded from the recycle truck, then the CITY may take the contaminated recyclables to its facility.

5.3.3 If upon a visual inspection the Contract Manager determines that such load does not contain twenty percent (20%) Contamination by volume, CONTRACTOR will process the materials. The Contract Manager or their designee shall provide the final determination as to whether the load contains more than twenty percent (20%) Contamination by volume.

5.3.4 If Hazardous Waste is detected in any Program Recyclables delivered to the Designated Facility, in addition to immediately notifying the Contract Manager, CONTRACTOR shall note the incident by taking a photograph of the Hazardous Waste Load and the truck, including the truck number delivering the Hazardous Waste. CITY shall be responsible for removing and disposing of the Hazardous Waste.

5.4 Disposal

5.4.1 CONTRACTOR is solely responsible for the transportation and disposal of all non-recycled materials, including Contamination and Residue, generated because of processing Recyclables, inclusive of all associated costs.

5.4.2 Contamination and Residue must be disposed of at a legally permitted and licensed facility.

5.5 Personnel

5.5.1 CONTRACTOR shall cooperate with CITY in every reasonable and proactive way to facilitate the successful completion of the activities and Services contemplated in this Agreement. CONTRACTOR shall assign a qualified person as a point of contact to oversee CONTRACTOR'S operations by the Effective Date. CITY shall have direct access to CONTRACTOR'S point of contact, and CONTRACTOR shall provide CITY's Contract Manager with CONTRACTOR's point of contact's contact information in writing on or before the Commencement Date. CITY'S point of contact shall be the Contract Manager. Alternates may be designated by either party upon written notification.

5.5.2 CONTRACTOR shall comply with all Applicable Laws relating to wages, hours, overtime, disability, and all other matters relating to the employment and protection of employees, now or hereafter in effect. CITY encourages the hiring of local labor and residents who are from and live in the Northwest Arkansas region.

5.5.3 CONTRACTOR shall devote sufficient personnel, time, and attention to its operations under this Agreement to ensure that it will meet all required performance measurements.

5.5.4 CONTRACTOR shall use competent, qualified, sober personnel to provide services pursuant to this Agreement.

5.5.5 CONTRACTOR shall implement and maintain a drug-free workplace program.

5.5.6 CONTRACTOR shall provide appropriate operating and safety training for all personnel, including meeting training requirements and all Applicable Laws. Each of CONTRACTOR'S vehicle operators shall always carry a valid Arkansas driver's license for the type of vehicle/equipment that is being driven.

5.6 Education and Outreach

5.6.1 Any form of communication regarding CITY'S Recycling programs including, but not limited to, electronic, written audio, video, graphics, logos, shall be reviewed and approved in writing by the Contract Manager prior to disseminating or presenting publicly.

5.6.2 CONTRACTOR shall partner with CITY in the development and implementation of outreach programs intended to increase public trust and participation in CITY'S recycling program and to reduce the amount of Contaminated Recyclable Material. Such programs shall primarily include CONTRACTOR making public tours or a City conducted video of the MRF available.

6 RECORDS AND DOCUMENT RETENTION

6.1 Record Keeping

CONTRACTOR shall follow all Public Records regulations pursuant to Arkansas Code Annotated §14-2-201 and 14-2-203. At a minimum, CONTRACTOR shall retain all records related to this Agreement for a period of three (3) years.

6.2 Freedom of Information Act

CONTRACTOR 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 documents, 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.

7 REPORTING REQUIREMENTS

7.1 Reporting: CONTRACTOR shall electronically submit a monthly report, no later than the fifteenth (15th) day of each month, to the Contract Manager in a format pre-approved by the

Contract Manager, containing the following information for services provided during the previous month:

a. Tonnage of Program Recyclables: CONTRACTOR shall provide tare records of Program Recyclables received at the Designated Facility, by day and by truck number.
b. Tonnage of Rejects: CONTRACTOR shall provide records of monthly tonnages of Contamination derived from Program Recyclables.
c. Rejected loads: CONTRACTOR shall provide record of rejected loads, including date and weights for each load to include pictures or videos.
d. Education and Outreach Activities (E&O): CONTRACTOR shall provide records identifying E&O activities planned or conducted, dates, and time of activity, entity for which activities were provided, and a summary of activities.

7.2 CONTRACTOR is required to notify CITY of any Notices of Violation (NOV) received for any violations of Applicable Laws occurring at the Designated Facility within three (3) calendar days following receipt of such NOV. CONTRACTOR's written notice to CITY shall include a copy of the NOV and the corrective action taken or scheduled to be taken.

7.3 End Market Transparency: CONTRACTOR acknowledges that CITY is committed to providing the public with information about its recycling programs, including end market information, in support of the transparency goals of Fayetteville City Council Resolution 19-11. To support this commitment, on a quarterly basis, CONTRACTOR shall provide the Contract Manager with a list of mills and end market facilities used by CONTRACTOR for the disposition of Program Recyclables during the preceding calendar year. The list shall include, for each end market:

a. The commodity type(s) accepted (e.g., fiber, plastics, metals, glass);

b. The name of the mill or end market facility; and

c. The location of the facility (city and state, or country if materials are exported).

7.4 CONTRACTOR shall provide any additional information or reports as requested by the Contract Manager to monitor this Agreement, or to assist the CITY in managing its Solid Waste and Recycling programs. These reports will be provided to the Contract Manager within five (5) calendar days, unless an alternative timeframe is approved in writing by Contract Manager.

8 COMPENSATION

8.1 Monthly Invoice

No later than the fifteenth (15th) Day of each month, CONTRACTOR shall electronically submit an invoice to CITY for services provided pursuant to this Agreement during the previous month together with the monthly report detailed in Section 6.1. The monthly processing services invoice shall include the revenue share calculation as provided in **Exhibit A**, attached hereto, which includes the following:

a. Quantity of tared inbound Program Recyclables, as measured by certified inbound scales, received at the Designated Facility during the month being invoiced.

b. Calculation of Liquidated Damages, rejected load payments, interest on overdue payments or proration determined in accordance with the compensation requirements herein.

c. Processing Fee as provided in **Exhibit A**. The Processing Fee shall be adjusted annually according to Section 8.3.

d. AMV of Program Recyclables for the month being invoiced. A sample AMV calculation is provided in **Exhibit C**.

e. Revenue Share, as provided in **Exhibit A**.

Payments to be remitted to CONTRACTOR shall be submitted within forty-five (45) calendar days of CONTRACTOR'S invoice date.

8.2 Compensation Structure

Processing Fee with Revenue Share

The compensation structure for the acceptance, processing, and marketing of Program Materials shall be defined under **Exhibit A**. Annual Rate Adjustment.

8.3 Annual Rate Adjustment

The Processing Fee shall remain the same through December 31, 2027. Beginning January 1, 2028, CONTRACTOR may request, in writing, an adjustment based on the percentage change in the Consumer Price Index for Urban Consumers (CPI-U) for the previous calendar year, with a cap of five percent (5%) increase annually. Adjustment of the Processing Fee shall be approved by both Parties in writing. The annual CPI-U adjustment shall be calculated as outlined in **Exhibit B** attached hereto.

8.4 Change in Average Market Value (AMV)

Modifications to the list of Program Recyclables in **Exhibit D** made by Contract Manager and CONTRACTOR, in agreement, shall include an adjustment to the calculation of AMV. The AMV may also be adjusted based on the results of a recycling composition study as outlined in **Exhibit C**.

8.5 Audit-Based AMV Adjustment Rectification

In accordance with the AMV adjustment identified in Exhibit C (c), a new Total AMV Calculation of Recyclables shall be defined based upon results of the recycling composition study to be conducted between four (4) and six (6) months following the Commencement Date. This new Total AMV Calculation of Recyclables shall be used to conduct a retroactive payment-audit for any payment discrepancy submitted to Contractor from the Commencement Date to the date of the AMV adjustment. The following rectification process shall be utilized in conducting the audit:

a. The new Total AMV Calculation of Recyclables resulting from the recycling composition study conducted under provision Exhibit C(c) shall be applied retroactively to each month's reported tonnage from Commencement Date to the AMV adjustment under the same terms and calculation formulas identified in Exhibit C.

b. The Contractor shall be notified in writing within thirty (30) days of the audit results. To ensure full transparency, the City shall include all calculations utilized during the audit.

c. If the audit reveals an underpaid amount due to Contractor, a one-time retroactive payment shall be submitted to Contractor in the next monthly compensation cycle following the thirty (30) day written notice.

d. If the audit reveals an unpaid amount due to the City, the amount shall be reflected as a credit to the City under the next payment cycle

9 PERFORMANCE

9.1 Liquidated Damages

CONTRACTOR shall cure all failures to provide service immediately or within any time limits set forth in this Agreement. The Contract Manager may assess the following Liquidated Damages pursuant to this section monthly in connection with this Agreement.

Performance Standard Violation	Liquidated Damages
Landfilling of Recyclables or Recovered Materials without prior approval by the Contract Manager.	$1,000 per occurrence
Failure to accept Recyclables delivered to the Designated Facility during scheduled receiving hours.	$1,000 per occurrence
Failure to test scales during specified timeframe.	$5,000 per occurrence
Failure to meet any reporting or notification requirement of the contract by the specified date unless approved by the Contract Manager.	$50 per report or notification per Day for every Day after due date

The Contract Manager shall notify CONTRACTOR of its decision to assess liquidated damages. If CONTRACTOR desires to challenge the decision, it must do so in writing within seven (7) calendar days after receipt of notice from Contract Manager. The request shall specify the grounds upon which CONTRACTOR objects to the assessment of Liquidated Damages by Contract Manager. The matter shall be referred to CITY's Purchasing Official who shall rule on CONTRACTOR'S challenge. CITY's Purchasing Official's decision shall constitute a final determination of the matter. CONTRACTOR shall compensate CITY within thirty (30) calendar days following CONTRACTOR'S receipt of a written assessment of Liquidated Damages.

10 INDEMNIFICATION

CONTRACTOR shall indemnify, defend, keep, save and hold harmless CITY, its officers, agents, officials and employees, from and against all suits, actions, claims, demands, costs, penalties, fines, judgements or liability, including, but not limited to, attorneys' fees and other expenses incurred in connection with this Agreement, and/or to the extent arising out of or related to CONTRACTOR's Services. This indemnity provision shall remain enforceable subsequent to the termination of this Agreement and shall continue until such time as any and all claims arising under this Agreement have been finally settled or adjudicated, regardless of when such claims are made. The indemnification obligations under this Article shall not be construed to negate, abridge, or reduce any other rights or remedies which otherwise may be available to CITY, or deemed to affect the rights, privileges, or immunities of CITY as set forth in Arkansas Code § 21-9-301 or under any other law.

11 NOTICES

All notices, requests and authorizations provided herein shall be in writing and shall be delivered by hand or mailed through the U.S. Mail, addressed as follows:

To CITY: City of Fayetteville
Attn: Peter Nierengarten (Environmental Director)
113 W Mountain St.,
Fayetteville, AR 72701

To CONTRACTOR: CARDSNWA
Attn: Kody Yandell (Regional Municipal Manager)
1513 N Old Missouri Rd
Springdale, AR 72764

12 NO CONFLICT

By accepting award of this Agreement, CONTRACTOR, which shall include its directors, officers, and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of its duties or Services required hereunder.

13 ETHICAL CONSIDERATIONS

CONTRACTOR recognizes that in rendering the Services, CONTRACTOR is working for the residents of Fayetteville, Arkansas, subject to public observation, scrutiny and inquiry; and based upon said recognition CONTRACTOR shall, in all of its relationships with CITY pursuant to this Agreement, conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform the Services. CONTRACTOR shall be truthful in its communications with CITY personnel regarding matters pertaining to this Agreement and the Services rendered to CITY.

14 SOLICITATION OF AGREEMENT

CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to annul this Agreement without liability, or at its discretion, to deduct from this Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

15 ASSIGNMENT AND SUBCONTRACTING

CONTRACTOR shall not assign or transfer any right or duty under this Agreement to any other Party without the prior written consent of CITY. In the event CONTRACTOR asserts it is necessary to utilize the

services of third parties to perform any of the Services, CONTRACTOR shall first obtain prior written approval of CITY.

Approval to utilize any third party shall not relieve CONTRACTOR from any direct liability or responsibility to CITY pursuant to the provisions of this Agreement, or obligate CITY to make any payments other than payments due to CONTRACTOR as outlined in this Agreement. All terms and conditions of this Agreement shall extend to and be binding on any approved purchaser, assignee, or other successor in interest.

Assignment, pledging, sale, transfer or encumbering of any interest or rights under this Agreement, to anyone other than the CONTRACTOR, without the prior written consent of the CITY, shall be grounds for termination of this Agreement.

16 AUTHORITY TO EXECUTE

Each of the Parties hereto covenants to the other Party that it has lawful authority to enter into this Agreement.

17 PROVISION FOR OTHER AGENCIES

Unless otherwise stipulated by the Proposer, the Proposer agrees to make available to all Government agencies, departments, municipalities, and counties, the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible users shall mean all state of Arkansas agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, counties, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed effective as of the date set forth above.

CARDS Holdings, LLC

By: Fred Winters

Printed Name: Fred Winters

Title: Region VP

Date: 5/1/2026

APPROVED by the City Council of Fayetteville, Arkansas with a quorum present and voting, on this ____ day of _____, 2026.

City of Fayetteville, a political subdivision of the State of Arkansas

_____
Molly Rawn, Mayor

Date: _____

ATTEST: CITY CLERK TREASURER

By: _____
Kara Paxton, City Clerk Treasurer

EXHIBIT A: FEE SCHEDULE

Processing Fee and Revenue Share

PROGRAM RECYCLABLES PROCESSING SERVICES	
Processing Fee (used to calculate revenue share per ton)	$140 per ton
Percent Revenue Share	50 %

For the CITY's Program Recyclables delivered to the facility located at:

CARDS Holdings, LLC
1513 N Old Missouri Rd
Springdale, AR 72764

Notes:
(1) Revenue Share shall occur when the Total AMV Calculation of Recyclables exceeds the Processing Fee.
(2) The Processing Fee shall be adjusted annually on the anniversary of the Commencement Date based on the CPI Adjustment procedure defined in the Agreement.

EXHIBIT B: CALCULATION OF ANNUAL RATE ADJUSTMENT

CPI Increase. Beginning on January 1, 2028 and on each January 1 thereafter (including in any renewal or extension terms), the Processing Fee may be adjusted by the annual percentage change in the average that the Consumer Price Index, US City Average for All Urban Consumers (current series), Water, Sewer, Trash Collection, Not Seasonally Adjusted, Series ID CUUR0000SEHG ("CPI") (https://beta.bls.gov/dataViewer/view/timeseries/CUUR0000SEHG) has increased over the 12 most recently published months compared to the average CPI for the preceding twelve-month period for which the data has been published. If the above CPI ceases to be published, the parties agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision.

I. The CPI published on the first Monday prior to the end of the month (or the first business day thereafter if such Monday is a Federal Holiday) shall be used to determine the monthly change. The annual percentage change shall be calculated by subtracting the average CPI value for the previous 12-months from the average CPI value for the most recent 12-month period, the result of which shall be divided by the prior 12-month period average. A dated example of the CPI annual increase calculation follows:

Index	**2020 12-Month Average**	**2021 12-Month Average**	**Change**	**Applied Percentage Change**
CPI – Water, Sewer, Trash	252.46	261.47	9.01	**3.6%** (9.01/252.46)

II. Contractor shall coordinate with the City in writing prior to any implementation of any CPI price adjustment. Such coordination shall include the amount of the price adjustment, documentation substantiating the CPI published numbers, and the date the adjusted price takes effect. The City and Contractor shall mutually agree on any increase, including calculation accuracy on CPI or other equally authoritative measures as applicable, prior to any price adjustment.

EXHIBIT C: SAMPLE AMV OF PROGRAM RECYCLABLES AND REVENUE SHARE CALCULATIONS

CONTRACTOR acknowledges and accepts the following:

(a) The CITY conducted a recyclables composition study in 2024 on their residential dual stream bin curb-sort collection system for which the following AMV was based. Beginning on Commencement Date, the City will transition to a carted, automated single stream curbside collection system. It is anticipated this transition will provide for increased recyclables capacity and tonnages to be delivered to the CONTRACTOR. Additionally, it is anticipated this transition will impact the composition of materials collected.

(b) To ensure transparency and accuracy under this Agreement, the CITY will conduct and pay for a recyclables composition study on inbound single stream Program Recyclables according to the requirements delineated below approximately four (4) months, but not more than six (6) months, following the Commencement Date. Upon completion, the AMV composition shall be adjusted based on the results of this study.

(c) The CITY shall conduct a recyclables composition study at CITY's cost every year during the Term of the Agreement (and may switch to every other year if there are term extensions). The CONTRACTOR may request additional recyclables composition studies to be conducted at CONTRACTOR's cost, such request being subject to CITY approval, which shall not be unreasonably withheld. The CONTRACTOR cannot request a study more than once annually.

(d) The material percentages used for calculating the AMV shall be revised only upon completion of a recyclables composition study conducted that meets the requirements specified herein:

- The study entails sampling and manual sorting of inbound Program Recyclables. Inbound Program Recyclables means materials as delivered to the MRF. If the study is requested by the CONTRACTOR, the final methodology is subject to written approval by the Contract Manager.
- The study shall be conducted by a qualified entity with demonstrated experience conducting recyclables composition studies in Arkansas. If the study is requested by the CONTRACTOR, selection of such entity is subject to written approval by the Contract Manager.
- The City and CONTRACTOR each have the right to have a representative onsite for the sorting event.
- Study results are subject to final approval by the Contract Manager, which shall not be unreasonably withheld. If approved by the Contract Manager, adjustments to the composition provided in this Exhibit shall be made and shall become effective on the first Day of the following month and for the remainder of this Agreement, or until further adjusted in a future composition study.
- Additional studies shall be paid for by the party requesting such study unless otherwise agreed upon in writing.
- A study cannot be requested more than once annually.

(e) The regional average value in the Southeast United States as posted by Recyclingmarkets.net market index first post of the month shall be used in the AMV. The market index is intended to reflect the average value of each Recyclable included in the CITY's Program Recyclables and is not intended to equate to the commodity revenue received by CONTRACTOR.

(f) If at any time during the term of this Agreement, Recyclingmarkets.net no longer posts or otherwise provides applicable market indices, then the parties shall mutually select, and

designate in writing, an appropriate replacement source from among the sources recycling industry professionals utilize for reliable pricing information of Recovered Materials.

(g) Any and all costs associated with accepting and processing Recyclables as well as marketing and transporting Recovered Materials derived therefrom shall be the responsibility of CONTRACTOR.

(h) The Revenue Share utilized for calculation of Payment to the City shall be fixed at 50 percent.

Sample Calculation of AMV:

City of Fayetteville AMV – April 2026

Commodity	Description	RCS%	Index Value April 2026	AVM ($/ton)
Mixed paper	PS 54, baled, f.o.b.	14.23%	$32.50	$4.62
Cardboard OCC	PS 11, baled, f.o.b.	73.55%	$72.50	$53.32
Aluminum cans	Sorted, baled, picked up	2.39%	$1,850.00	$44.22
Steel cans	Sorted, baled, picked up	2.27%	$180.00	$4.09
PET	Baled, picked up	4.03%	$80.00	$3.22
Natural HDPE	Baled, picked up	1.59%	$1,615.00	$25.68
Colored HDPE	Baled, picked up	0.68%	$190.00	$1.29
Contamination		1.26%	-$60.00	-$0.76
Total		100%		$135.69

[1] All prices are from recyclingmarkets.net Southeast USA mid-April 2026 post

[2] Contamination is the percentage of Other Recyclables and Contaminants

Sample Calculation of Program Recyclables Revenue Share (i.e., Payment to the CITY)

If the Total AMV Calculation of Recyclables exceeds the Processing Fee, the balance of the AMV shall be subject to the revenue sharing percentage calculation. A sample calculation utilizing the 2025 highest AMV (during April) is provided below:

Value Assumptions:

- Processing Fee (PF) = $140 per ton
- Percent Revenue Share (PRS) = 50%
- Average Market Value (AMV) = $150.00per ton inbound Recyclables
  (Value fluctuates monthly based on calculation specified herein)
- Inbound Program Recyclables Tons Per Month (IR) = 1,000 tons

((AMV – PF) x IR) x PRS = Revenue Share paid to CITY

((150.00 –140.00) x 1,000) x 0.50 = $5,000

Payment to the CONTRACTOR:

If the Total AMV Calculation of Recyclables is less than the Total Processing Fee, CITY shall pay CONTRACTOR the difference between the Total Processing Fee and the AMV. There is no revenue share. A sample calculation is provided below:

Value Assumptions:

- Processing Fee (PF)= $140 per ton
- Average Market Value (AMV) = $135.69 per ton Inbound Recyclables
  (Value fluctuates monthly based on calculation specified herein)
- Inbound Program Recyclables Tons Per Month (IR) = 1,000 tons

((AMV– PF) x IR) = Program Recyclables Payment for Processing to CONTRACTOR

((135.69 – 140) x 1,000) = $4,310

EXHIBIT D: CITY OF FAYETTEVILLE PROGRAM RECYCLABLES

#	Material Categories	Description of Categories
1	**Newspaper**	Newspaper (loose or tied) including other paper normally distributed inside newspaper such as ads, flyers, etc. and other items made from newsprint such as advertising guides. *Does not include bagged newspaper.*
2	**Corrugated Cardboard**	Uncoated brown cardboard boxes with a wavy core (no plastic liners or waxy coatings). Includes clean pizza boxes. *Does not include cardboard within shrink-wrap plastic, such as that from a case of bottled water.*
3	**Magazines and Catalogs**	All magazines and catalogs, including glossy magazines.
4	**Mixed Recyclable Paper**	Printed or unprinted recyclable paper including white, colored, coated, and uncoated papers, envelopes, index cards, file folders, telephone books, paperboard, chipboard, Kraft paper, brown paper bags, mail, paperback books, blueprints, and other printed material on glossy and non-glossy paper. *Does not include shredded, contaminated, waxy, or metallic paper.*
5	**PET Bottles (#1)**	Clear and colored bottles and jars coded polyethylene terephthalate (PET #1). Examples include soda bottles, water bottles, food jars, etc. *Does not include loose caps and lids.*
6	**Natural HDPE Bottles (#2)**	Clear/natural plastic bottles coded high-density polyethylene (HDPE #2). Examples include milk jugs, vinegar bottles, and gallon water bottles. *Does not include loose caps and lids or containers >3 gallons.*
7	**Colored HDPE Bottles (#2)**	Opaque, pigmented plastic bottles coded HDPE #2. Examples include detergent and shampoo bottles. *Does not include loose caps and lids or containers >3 gallons.*
8	**Non-Bottle PET Containers (#1)**	Clear and colored plastic non-bottle, non-jar containers coded PET #1. Examples include clamshell containers, fruit or vegetable platters, and some plastic drink cups.
9	**Non-Bottle HDPE Containers (#2)**	Wide-mouthed tubs and containers coded HDPE #2. Examples include large plastic coffee containers and plastic chip tubes, including lids. *Does not include containers >3 gallons.*
10	**PP Containers (#5)**	Clear and colored plastic containers coded polypropylene (PP) #5. Examples include some dairy product cups and tubs, pill bottles, frozen food trays, and plastic drink cups. *Does not include loose caps and lids or containers >3 gallons.*
11	**Aluminum Cans**	Aluminum soft drink, beer, food cans, and empty aerosol cans.
12	**Tin/Steel Cans**	Tin-plated steel cans, usually food containers and empty aerosol cans, including labels. Includes steel caps.
Potential Future Program Recyclables[1]		
	Other Plastic Containers (#3,4,6,7)	All plastic containers coded #3, #4, #6, or #7. Examples include some bottles, some drink cups, some clamshells, and Arizona Iced Tea™ gallon jugs.
	Glass Containers	All clear, green, blue, and amber glass bottles and jars as well as broken container glass pieces.

[1]Any future Program Recyclable material category shall be adopted upon written agreement between both the City and Contractor and reflected in Revenue Share AMV calculations as set forth herein.

EXHIBIT E: INSURANCE AND BOND REQUIREMENTS

The 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.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-1621

MEETING OF MAY 12, 2026

TO: Mayor Rawn and City Council

THROUGH:

FROM: Steven Dotson, Chief Financial Officer

SUBJECT: **Commit ARPA Interest and Reallocate Unused FPL ARPA funds to Childcare Program**

RECOMMENDATION:
Staff recommends that Council commit the accrued interest on the American Rescue Plan Act (ARPA), and reallocate unused Fayetteville Public Library ARPA funds to the City Childcare Assistance Program, and approve a budget amendment in the amount of $8,965.

BACKGROUND:
The City of Fayetteville was awarded approximately $17.9M in ARPA funding to assist in responding to the negative effects of the COVID-19 pandemic. The City has established a number of projects to address the effects of the COVID-19 pandemic throughout the City. From 2022 to present, City Council has passed a number of resolutions to approve a total of $2,234,108 (including allocated interest) to fund a City Childcare Assistance program. Although City funds generally could not be used for this purpose, the American Rescue Plan Act regulations allow this as a qualified use of funds under the ARPA award.

DISCUSSION:
At the June 18, 2024 City Council meeting (resolution 168-24), staff indicated that interest will continue to accrue on the remaining unspent balance of ARPA funds until these funds are fully spent by the nonprofit organizations they have been committed to. During that meeting, it was agreed that accrued interest would be brought forward periodically to Council to consider for commitment to the City Childcare Assistance program.

In March 2026, the Fayetteville Public Library indicated that they would like to return approximately $1,447 back to the City, so that it can be re-obligated to another ARPA project before the ARPA expenditure deadline of 12/31/2026. As of April 2026, there is approximately $7,518 in accrued interest to be allocated.

BUDGET/STAFF IMPACT:
Commitment of $8,965 in accrued interest and reallocated Fayetteville Public Library ARPA award funds to the City Childcare Assistance program.

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

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

File #: 2026-1621

A RESOLUTION TO COMMIT $1,447.00 IN RETURNED AMERICAN RESCUE PLAN ACT FUNDS AND $7,518.00 IN ACCRUED INTEREST TO THE CHILDCARE ASSISTANCE PROGRAM, AND TO APPROVE A BUDGET AMENDMENT

WHEREAS, the City of Fayetteville was awarded $17.9 million in American Rescue Plan Act (ARPA) funding to assist in responding to the negative effects of the COVID-19 pandemic; and

WHEREAS, beginning in 2021, the City established a number of projects to address the effects of the COVID-19 pandemic throughout the City including assistance to nonprofit organizations, vaccine incentives, workforce training, development programs, floodplain conservation, a childcare assistance program, funding to provide new ambulances to the regional ambulance authority, and programs to address housing instability in Fayetteville; and

WHEREAS, on June 18, 2024, the City Council passed Resolution 168-24 that committed the remaining ARPA funds to the Childcare Assistance Program; and

WHEREAS, in March 2026, the Fayetteville Public Library indicated it would like to return $1,447.00 back to the City so that it can be re-obligated to the City Childcare Assistance Program.

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 commits $1,447.00 in returned American Rescue Plan Act funds and $7,518.00 in accrued interest, totaling $8,965.00, to the Childcare Assistance Program.

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

2026-1621

Item ID

5/19/2026

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

Steven Dotson	4/27/2026	CHIEF FINANCIAL OFFICER (110)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends that Council commit the accrued interest on the American Rescue Plan Act (ARPA) and reallocate the unused Fayetteville Public Library ARPA funds to the City Childcare Assistance Program and approve a budget amendment in the amount of $8,965.

Budget Impact:

2246.800.9721-5315.00	ARPA
Account Number	Fund
20023.2021	ARPA Childcare Assistance Program
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	54,605.00
		Expenses (Actual+Encum)	$	54,338.00
		Available Budget	$	**267.00**
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	8,965.00
		Remaining Budget	$	**9,232.00**

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 168-24

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	Adjustment Number
2025	CHIEF FINANCIAL OFFICER (110)	
	Requestor: Steven Dotson	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Staff recommends that Council commit the accrued interest on the American Rescue Plan Act (ARPA) and reallocate the unused Fayetteville Public Library ARPA funds to the City Childcare Assistance Program and approve a budget amendment in the amount of $8,966.

COUNCIL DATE: 5/19/2026

ITEM ID#: **2026-1621**

Holly Black
4/28/2026 9:39 AM

Budget Division Date

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

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.2026427

TOTAL	7,518	7,518				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
2246.800.9721-5315.00	8,965	-	20023	2021	EX	Contract Services
2246.800.9246-4705.00	-	7,518	20023	2021	RE	Interest on checking - Base
2246.800.9720-5720.00	(1,447)	-	20023	2021	EX	Transfer to - Library Board
	-	-				
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CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-1680

MEETING OF MAY 12, 2026

TO: Mayor Rawn and City Council

THROUGH: Keith Macedo, Chief of Staff

FROM: Jonathan Curth, Development Services Director

SUBJECT: **Additional Positions to Improve Development-Related Service Levels**

RECOMMENDATION:
City staff recommends approval of a resolution to budget two additional positions within the Development Services Department to improve customer service through reduced development review relays, improved response times, and resident support, and to approve a budget adjustment.

BACKGROUND:
In 2025, Mayor and City Council recognized the need to improve development-related services and also account for the cost of those services. Accordingly, a two-part action was taken to amend user fees and increase staffing levels in both the Development Services Department and Engineering Division of Public Works. Subsequently, staff documented reduced review times for several permit and project categories. During more recent evaluations of process and service, staff found that the potential remains to further improve review times while also offering more timely responses to applicants and residents.

DISCUSSION:
Among the City groups that participate in development-related activities, the Planning Division within the Development Services Department plays a primary role. This includes, but is not limited to, reviews of grading and building permits, staffing Planning Commission and Board of Adjustment meetings, performing site inspections, introducing laypeople to city processes, and coordinating the cross-departmental evaluation of plats, site plans, variances, and other requests. Due to this scope of responsibilities, coupled with the ongoing, heightened volume and complexity of development in Fayetteville, the capacity of existing Planning staff cannot match workload. As a result, the overall division and its leadership make trade-offs between day-to-day development review and staff training, communication, work plan development and execution, pursuing process improvement, and participating in long-range planning initiatives.

By contrast, the recently approved staffing for the Engineering and Building Safety Divisions resulted in significant and tangible improvements in service, as evidenced most prominently by faster approvals for several classes of permit and initiating pilot programs for further improvements. Given this, staff proposes two planner positions. Anticipated outcomes of additional staffing include improved customer and resident service through more prompt inquiry and response times, heightened staff training, and enhanced development-related coordination across divisions and departments.

BUDGET/STAFF IMPACT:
This action would add two positions to the City's FTE count for a total of 970.10.

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

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

File #: 2026-1680

A RESOLUTION TO AUTHORIZE THE ADDITION OF TWO FULL-TIME EQUIVALENT POSITIONS IN THE PLANNING DIVISION OF THE DEVELOPMENT SERVICES DEPARTMENT, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, in 2025, Mayor Rawn and the City Council recognized the need to improve development-related services and account for the cost of those services; and

WHEREAS, a two-part action was taken to amend user fees and increase staffing levels in both the Development Services Department and the Engineering Division of Public Works which resulted in reduced review times for several permit and project categories; and

WHEREAS, during more recent evaluations, staff found that the potential remains to further improve review times while also offering more timely responses to applicants and residents; and

WHEREAS, due to the scope of responsibilities, coupled with the ongoing, heightened volume and complexity of development in Fayetteville, the Planning Division experiences high turnover; and

WHEREAS, as a result, the overall division and its leadership make trade-offs between day-to-day development review and staff training, communication, work plan development and execution, pursuing process improvement, and participating in long-range planning endeavors; and

WHEREAS, staff is proposing the addition of two planner positions because, without these positions, turnover is anticipated to remain at its current high level of one planner resigning every year since 2021.

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 addition of two full-time equivalent positions in the Planning Division of the Development Services Department.

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

City of Fayetteville Staff Review Form

2026-1680

Item ID

5/19/2026

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jonathan Curth	4/30/2026	DEVELOPMENT SERVICES (620)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

City staff recommends approval of a resolution to budget two additional positions within the Development Services Department to improve customer service through reduced development review delays, improved response times, and resident support.

Budget Impact:

1010.630.6300	1010 - General
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?	Yes	Budget Adjustment	$	164,932.00
		Remaining Budget	$	164,932.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

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

Budget Year	Division /Org2	BA Number
2026	DEVELOPMENT REVIEW (630)	
	Requestor: Jonathan Curth	

BUDGET AMENDMENT/ADJUSTMENT DESCRIPTION:

This budget adjustment reflects the addition of two Planner positions within the Planning - Development Review Division. The adjustment includes salary, benefits, and associated operating expenses for the remainder of the year. Funding in 2026 for the 2 additional FTEs is being provided through recognition of 2026 Building Permit/Fee revenue.

COUNCIL DATE: 5/19/2026

ITEM ID#: **2026-1680**

Holly Black
4/30/2026 12:49 PM

Budget Division Date

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

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.202646

TOTAL	164,932	164,932				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
1010.630.6300-5100.00	81,248	-			EX	Salaries/Wages - FT, Regular
1010.630.6300-5105.00	5,038	-			EX	Payroll Taxes - FICA
1010.630.6300-5105.01	1,180	-			EX	Payroll Taxes - Medicare
1010.630.6300-5108.00	14,472	-			EX	Emp Insurance - Health
1010.630.6300-5108.01	192	-			EX	Emp Insurance - LTD
1010.630.6300-5108.02	8	-			EX	Emp Insurance - ADD
1010.630.6300-5108.03	162	-			EX	Emp Insurance - Life
1010.630.6300-5109.06	9,750	-			EX	Pension - Retirement Savings
1010.630.6300-5210.00	8,000	-			EX	Minor Equipment
1010.630.6300-5309.02	622	-			EX	Lease - Software
1010.630.6300-5210.00	24,000	-			EX	Minor Equipment
1010.630.6300-5310.01	360	-			EX	Utilities - Telephone
1010.630.6300-5200.00	400	-			EX	Supplies - Office/Printing
1010.630.6300-5304.00	8,000	-			EX	Travel & Training
1010.630.6300-5303.00	1,500	-			EX	Publications & Dues
1010.630.6300-5209.00	9,000	-			EX	Software
1010.630.6300-5209.00	1,000	-			EX	Software
1010.640.6400-4201.00		164,932			RE	Building Permits/Fees

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-222

MEETING OF MAY 12, 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.

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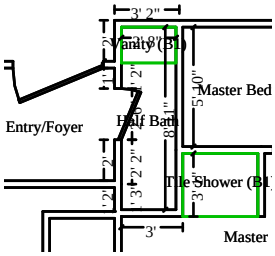
SKROCKI_SKETCH

Downstairs

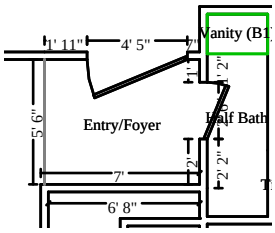


Half Bath **Height: 9'**

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							

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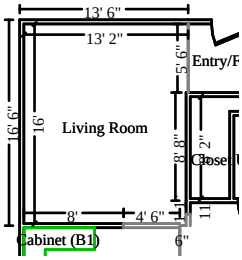
CONTINUED - Entry/Foyer

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**

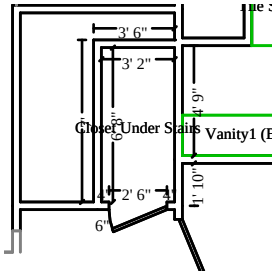


Living Room **Height: 9'**

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**

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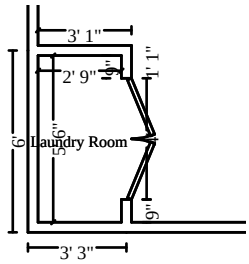
DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
19. 1/2" - drywall per LF - up to 2' tall	17.17 LF	11.38	22.86	39.08	257.33	(0.00)	257.33
20. Remove Pre-finished solid wood flooring	84.00 SF	2.70	26.53	45.36	298.69	(0.00)	298.69
Remove half of the wood flooring not removed during mitigation.							
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**

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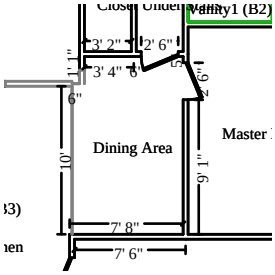
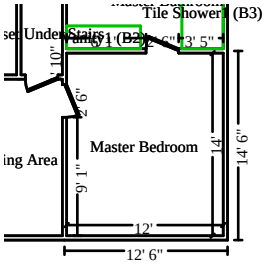


Dining Area **Height: 9'**

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

NWA Claims, LLC.

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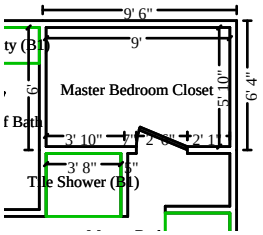
CONTINUED - Master Bedroom

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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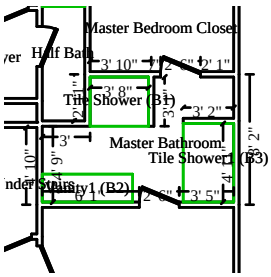

Master Bathroom **Height: 9'**

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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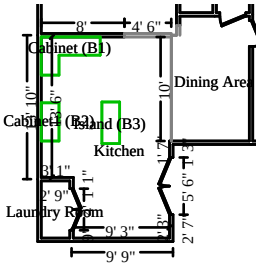

Kitchen **Height: 9'**

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

NWA Claims, LLC.

P.O. Box 4872
Fayetteville, AR 72702
479-871-3700

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		

NWA Claims, LLC.

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Fayetteville, AR 72702
479-871-3700

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

NWA Claims, LLC.

P.O. Box 4872
Fayetteville, AR 72702
479-871-3700



1 1-IMG_4023

NWA Claims, LLC.

P.O. Box 4872
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479-871-3700



2 2-IMG_4024

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3 3-IMG_4025

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4 4-IMG_4027

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5 5-IMG_4028

NWA Claims, LLC.

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6 6-IMG_4029

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479-871-3700



7 7-IMG_4030

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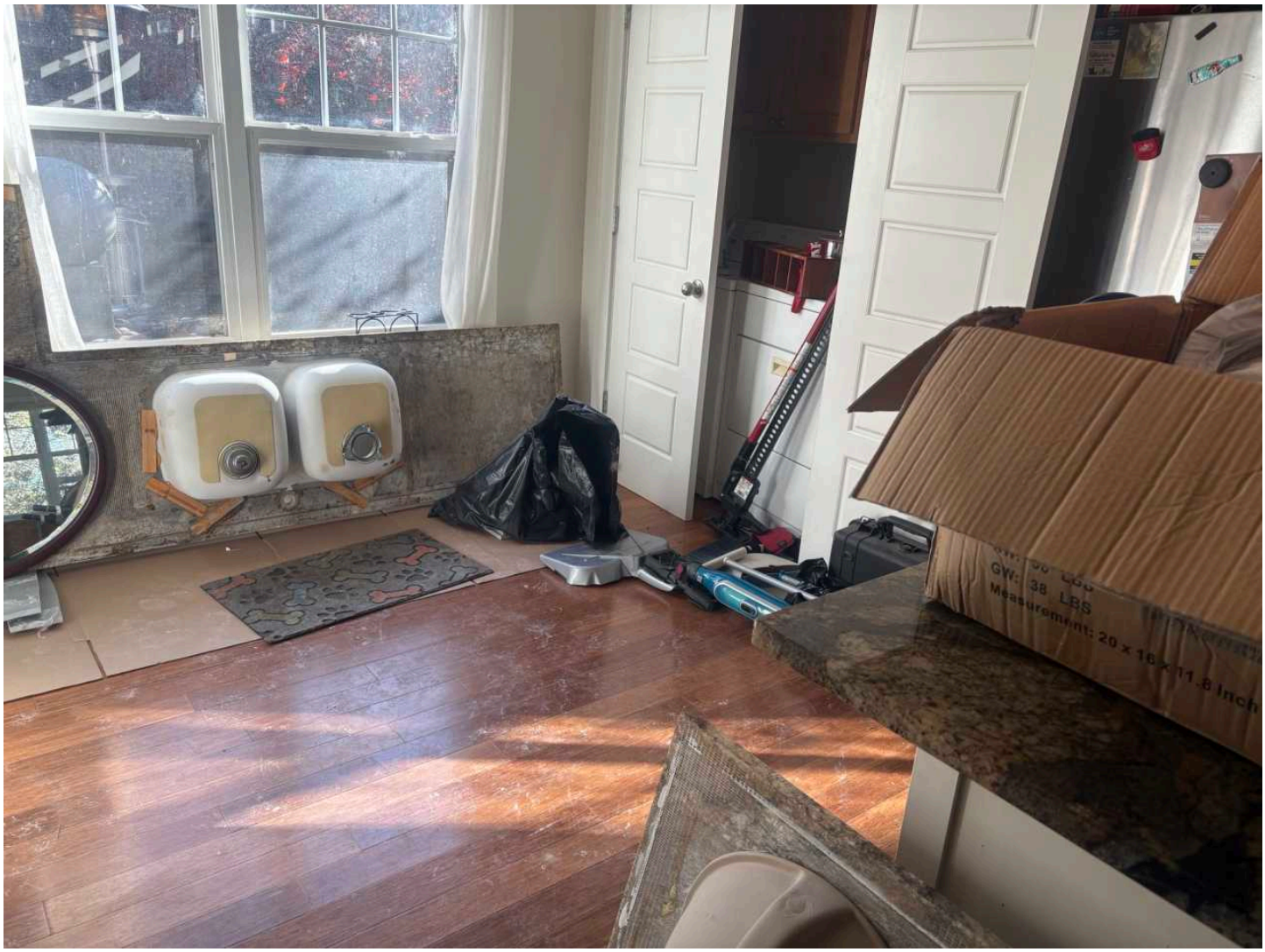

8 8-IMG_4032

NWA Claims, LLC.

P.O. Box 4872
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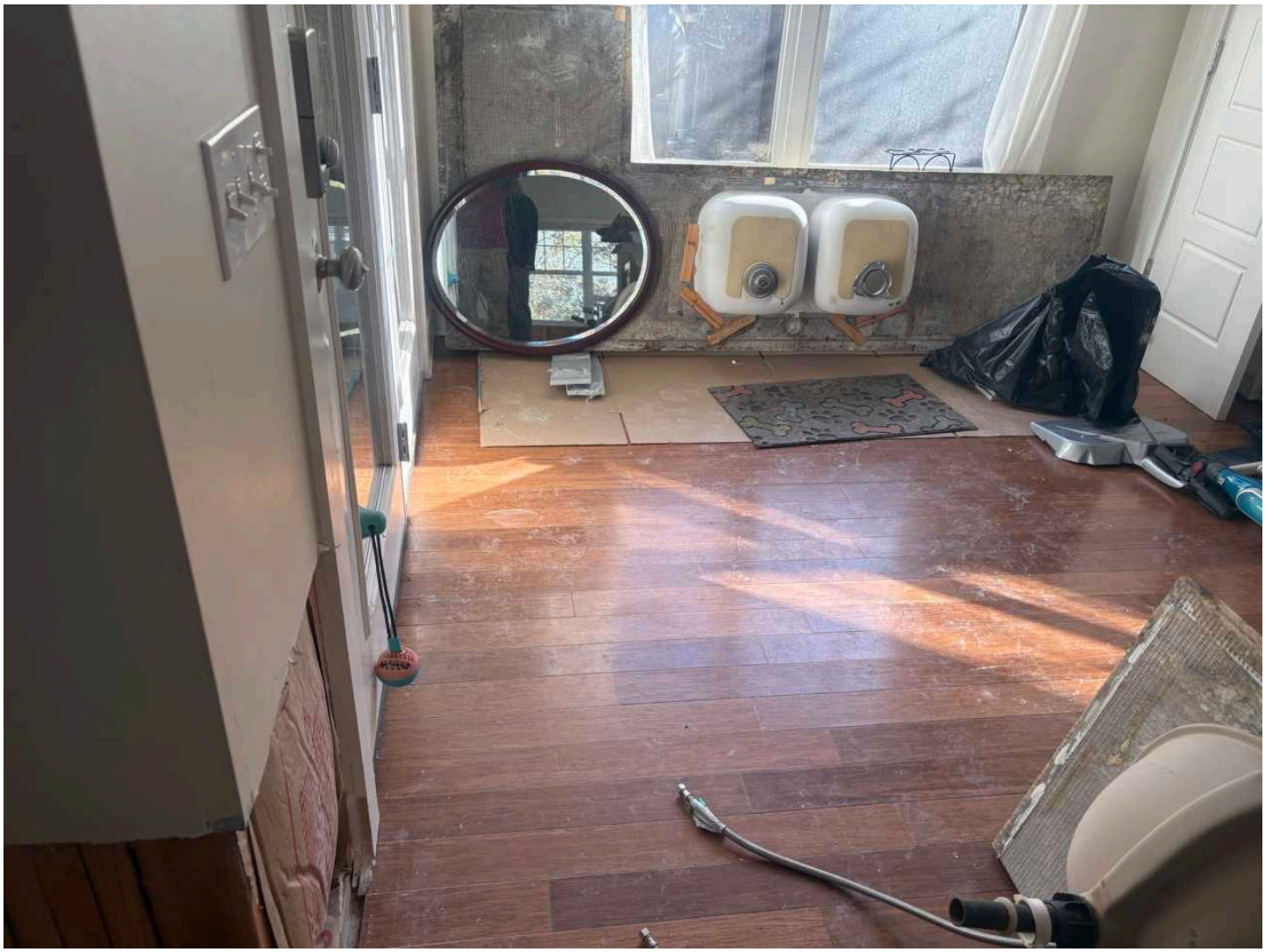
479-871-3700



9 9-IMG_4033

NWA Claims, LLC.

P.O. Box 4872
Fayetteville, AR 72702
479-871-3700



10 10-IMG_4034

NWA Claims, LLC.

P.O. Box 4872
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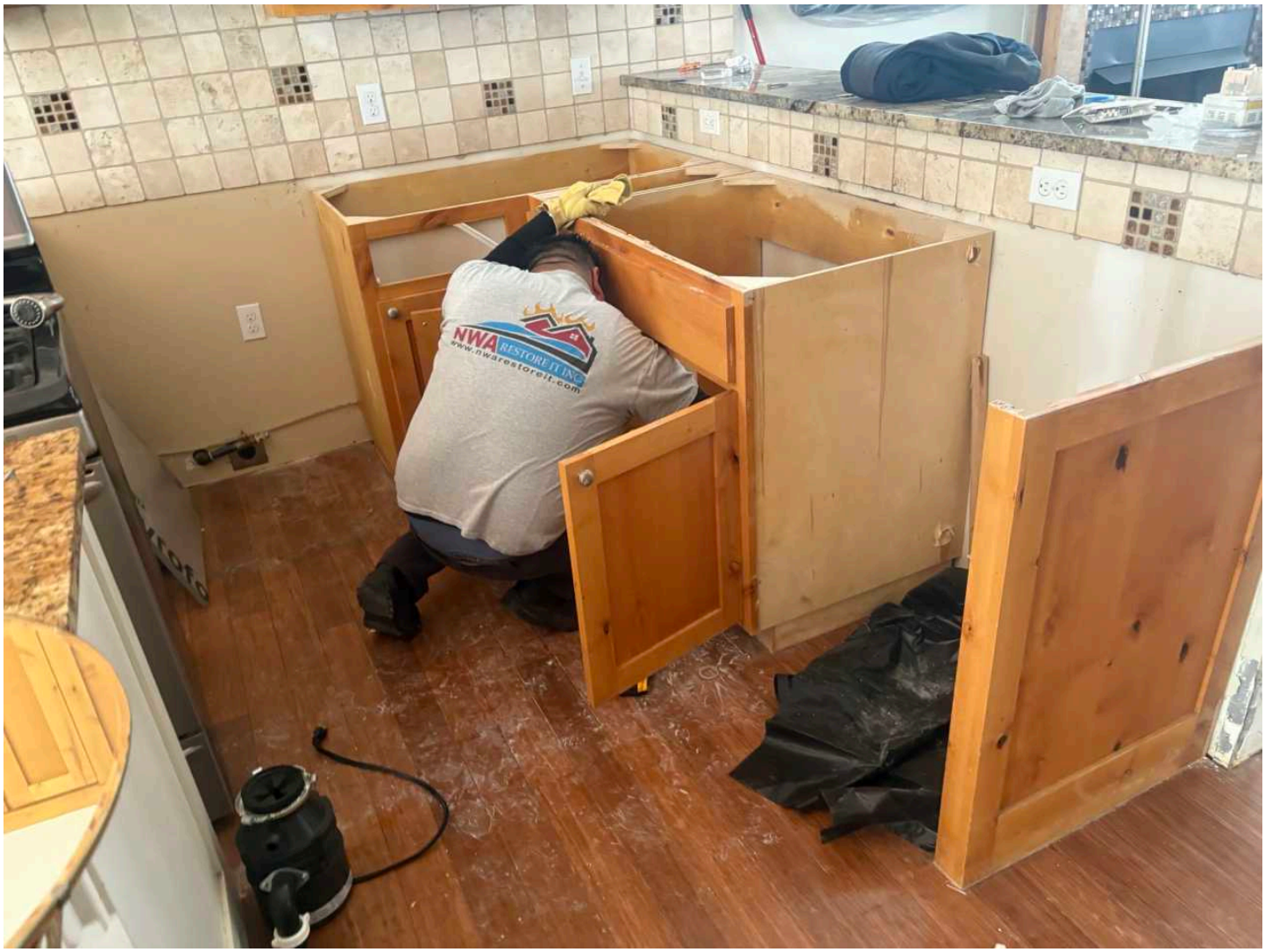
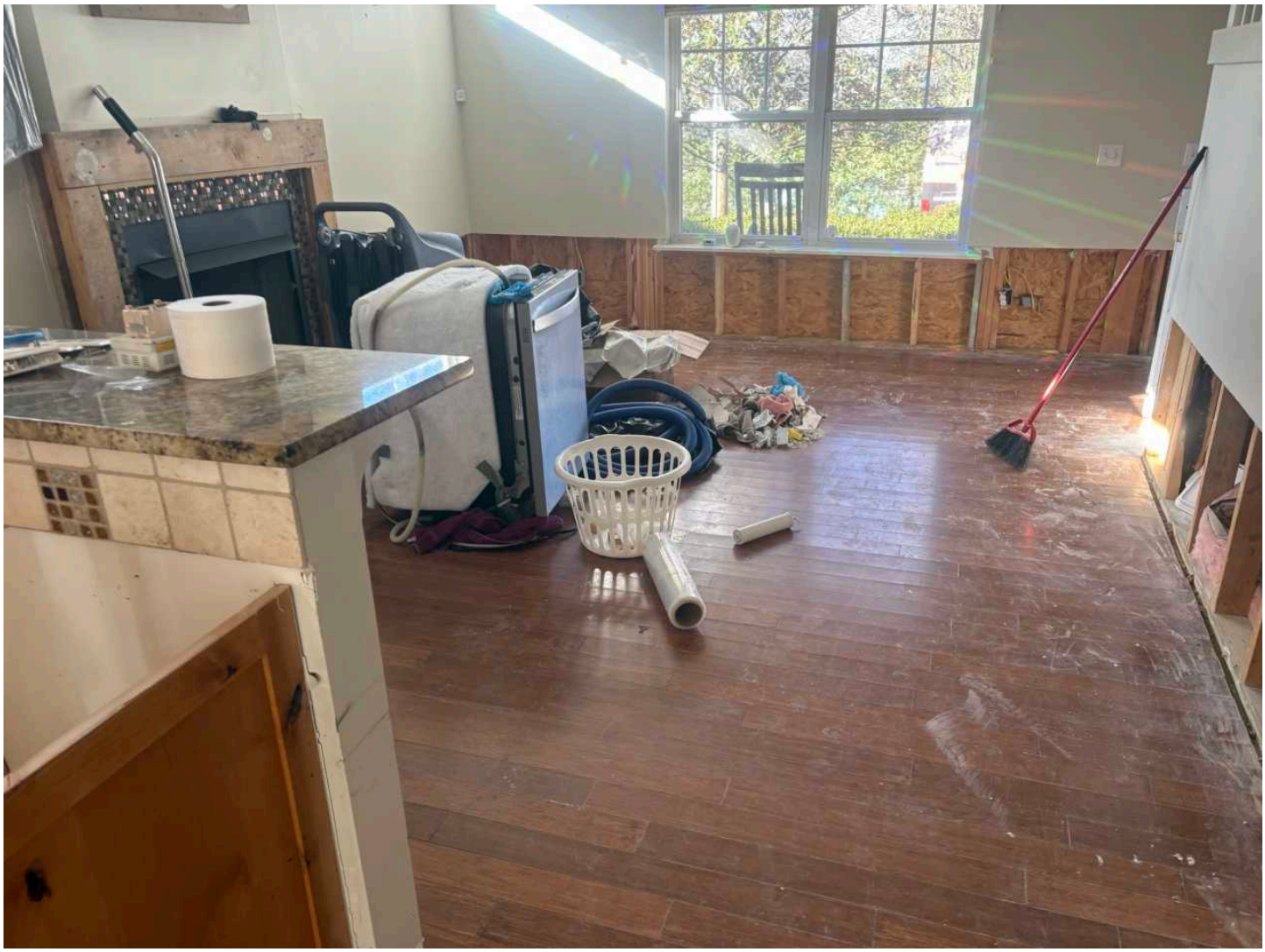
479-871-3700



11 11-IMG_4035

NWA Claims, LLC.

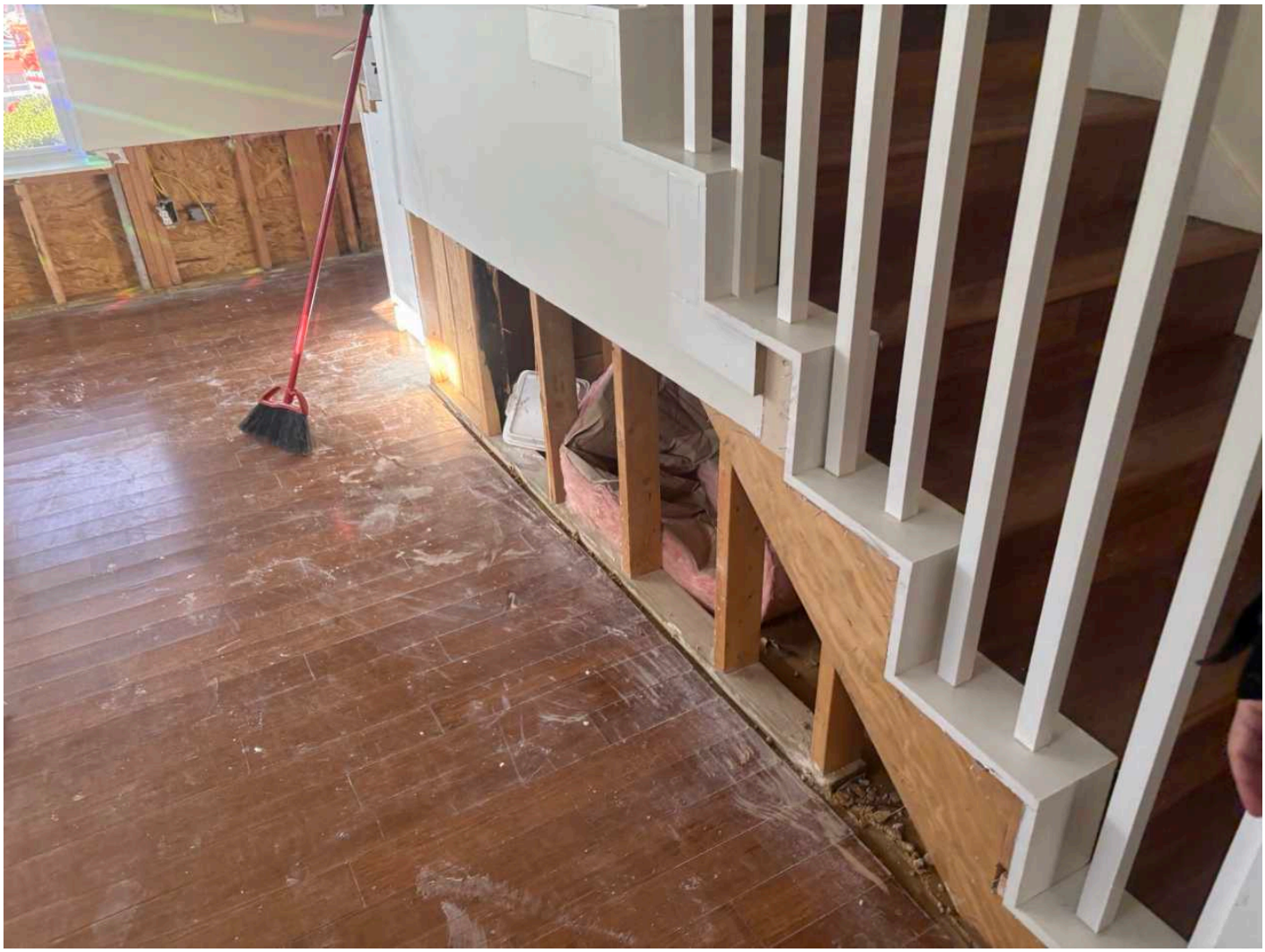
P.O. Box 4872
Fayetteville, AR 72702
479-871-3700



12 12-IMG_4036

NWA Claims, LLC.

P.O. Box 4872
Fayetteville, AR 72702
479-871-3700



13 13-IMG_4037

NWA Claims, LLC.

P.O. Box 4872
Fayetteville, AR 72702
479-871-3700



14 14-IMG_4039

NWA Claims, LLC.

P.O. Box 4872
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479-871-3700



15 15-IMG_4040

NWA Claims, LLC.

P.O. Box 4872
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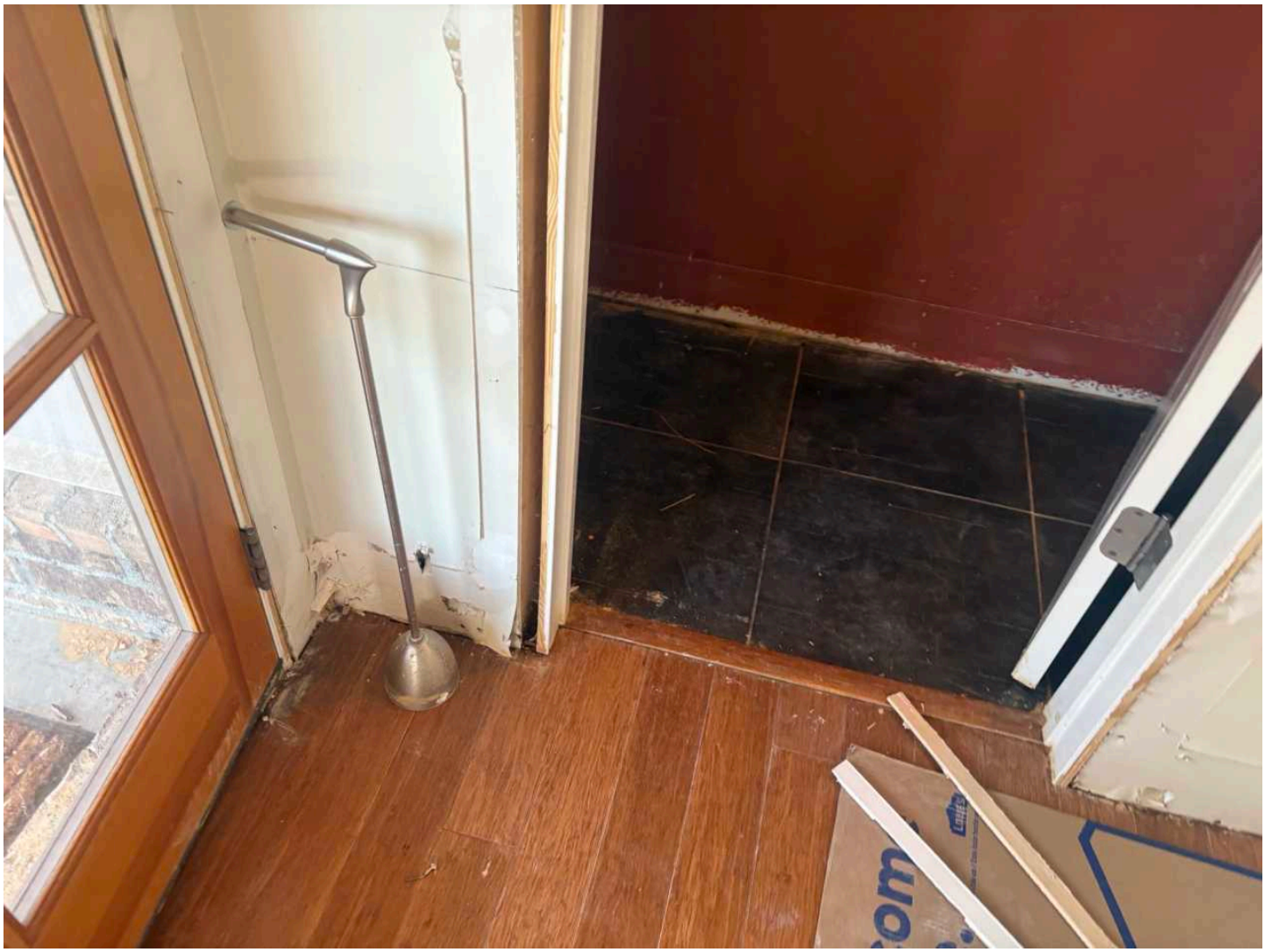
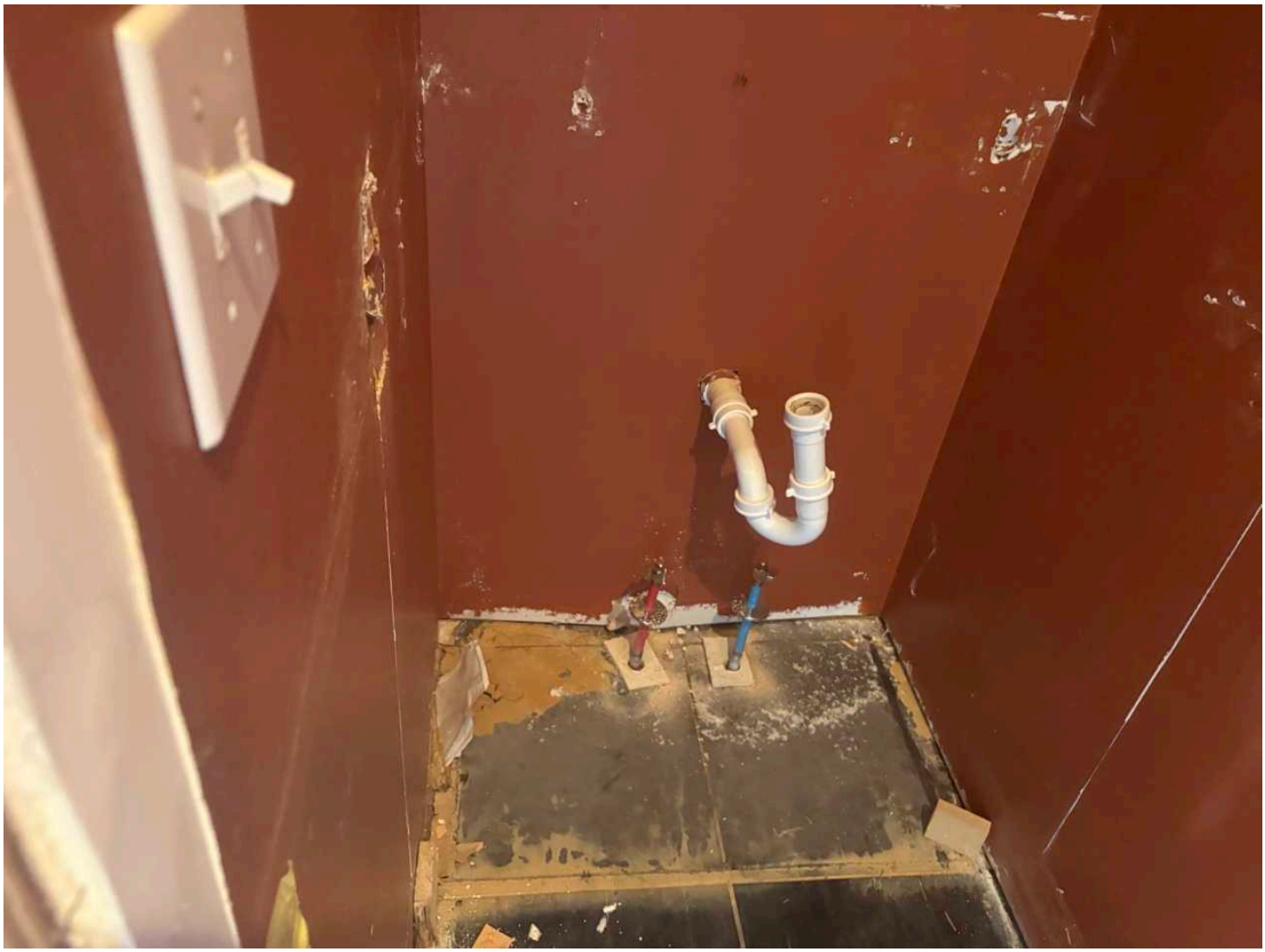


16 16-IMG_4041

NWA Claims, LLC.

P.O. Box 4872
Fayetteville, AR 72702
479-871-3700



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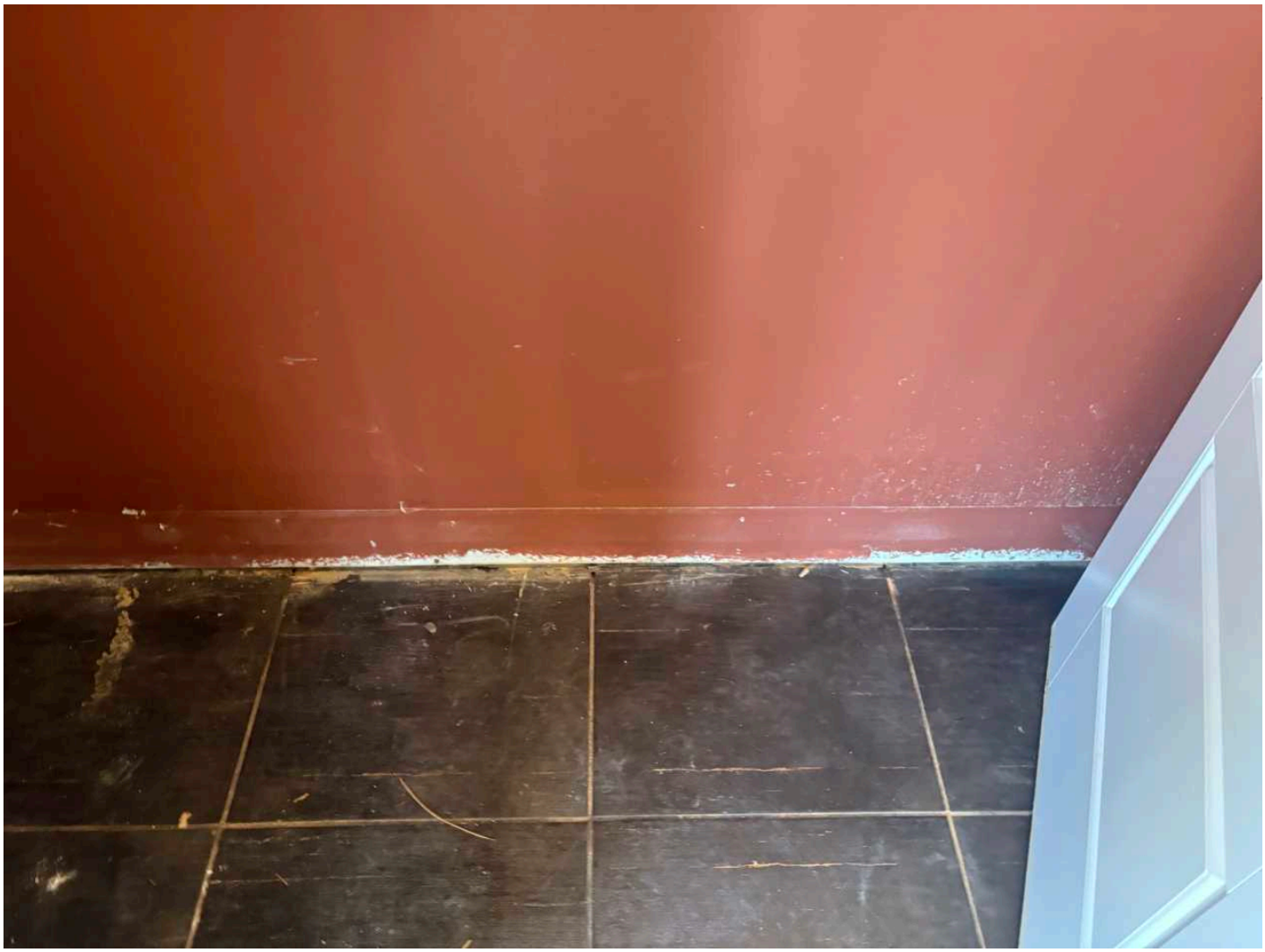
NWA Claims, LLC.

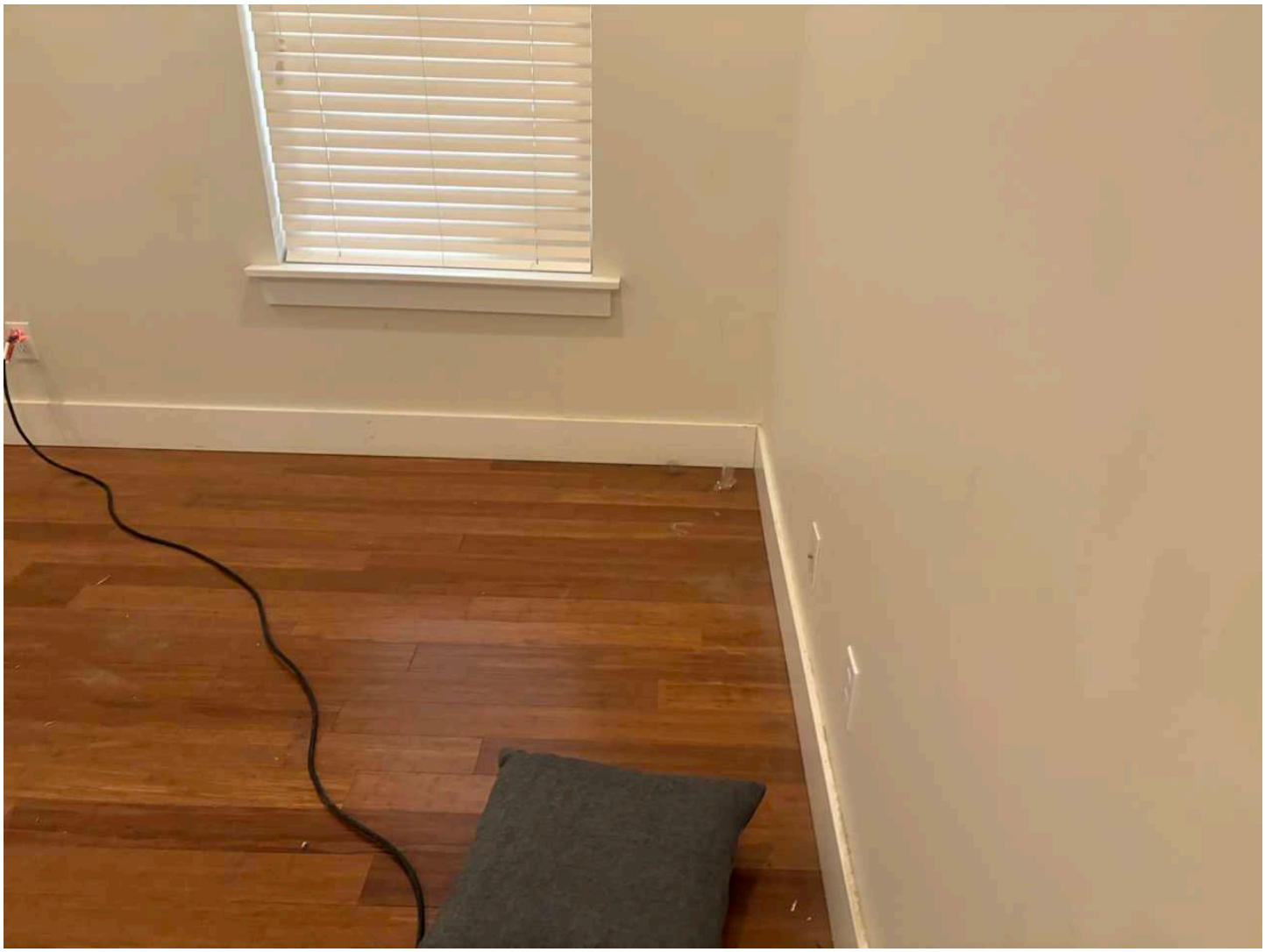
P.O. Box 4872
Fayetteville, AR 72702
479-871-3700



18 18-IMG_4043

NWA Claims, LLC.

P.O. Box 4872
Fayetteville, AR 72702
479-871-3700



19 19-IMG_4044

NWA Claims, LLC.

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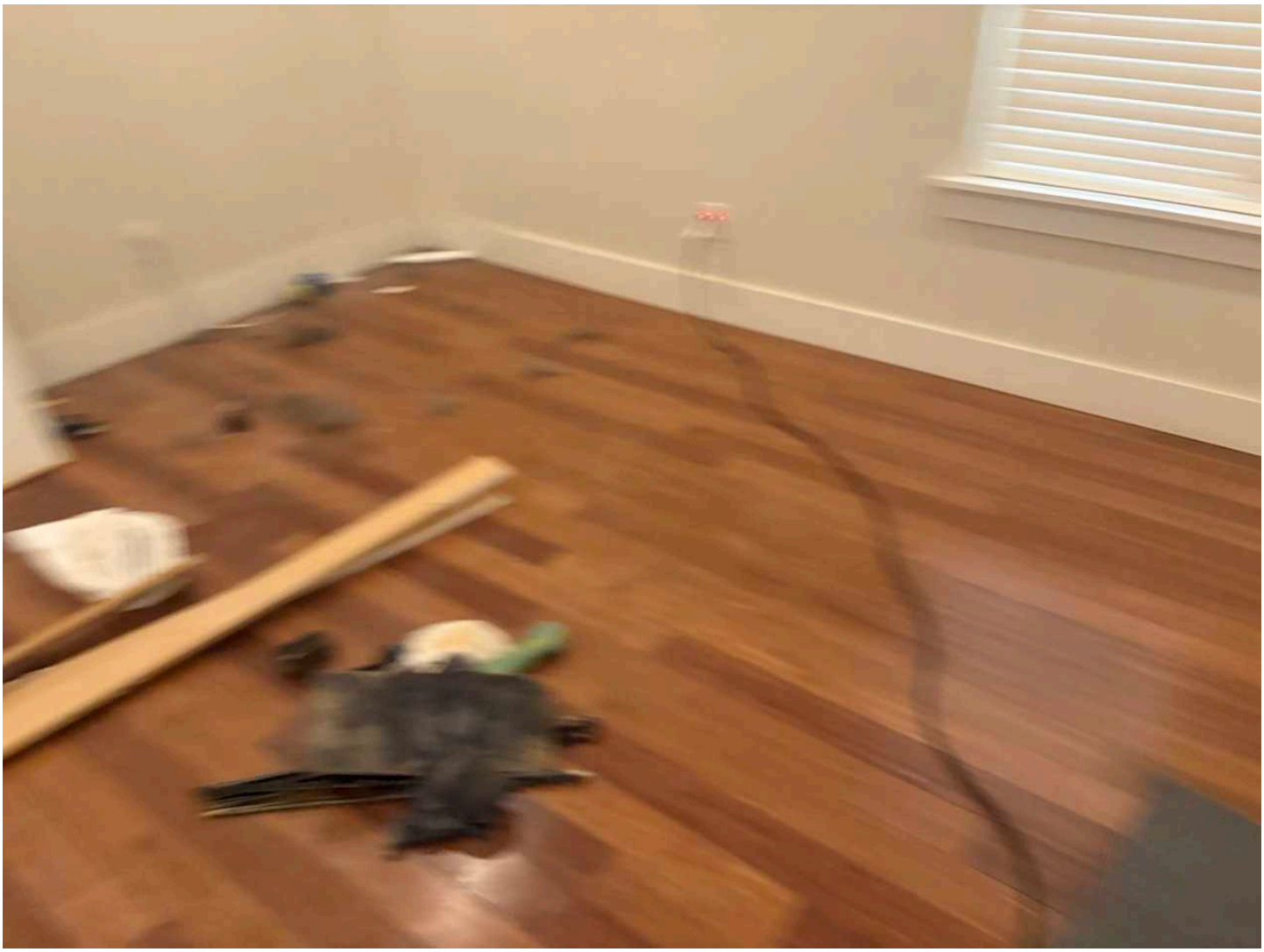

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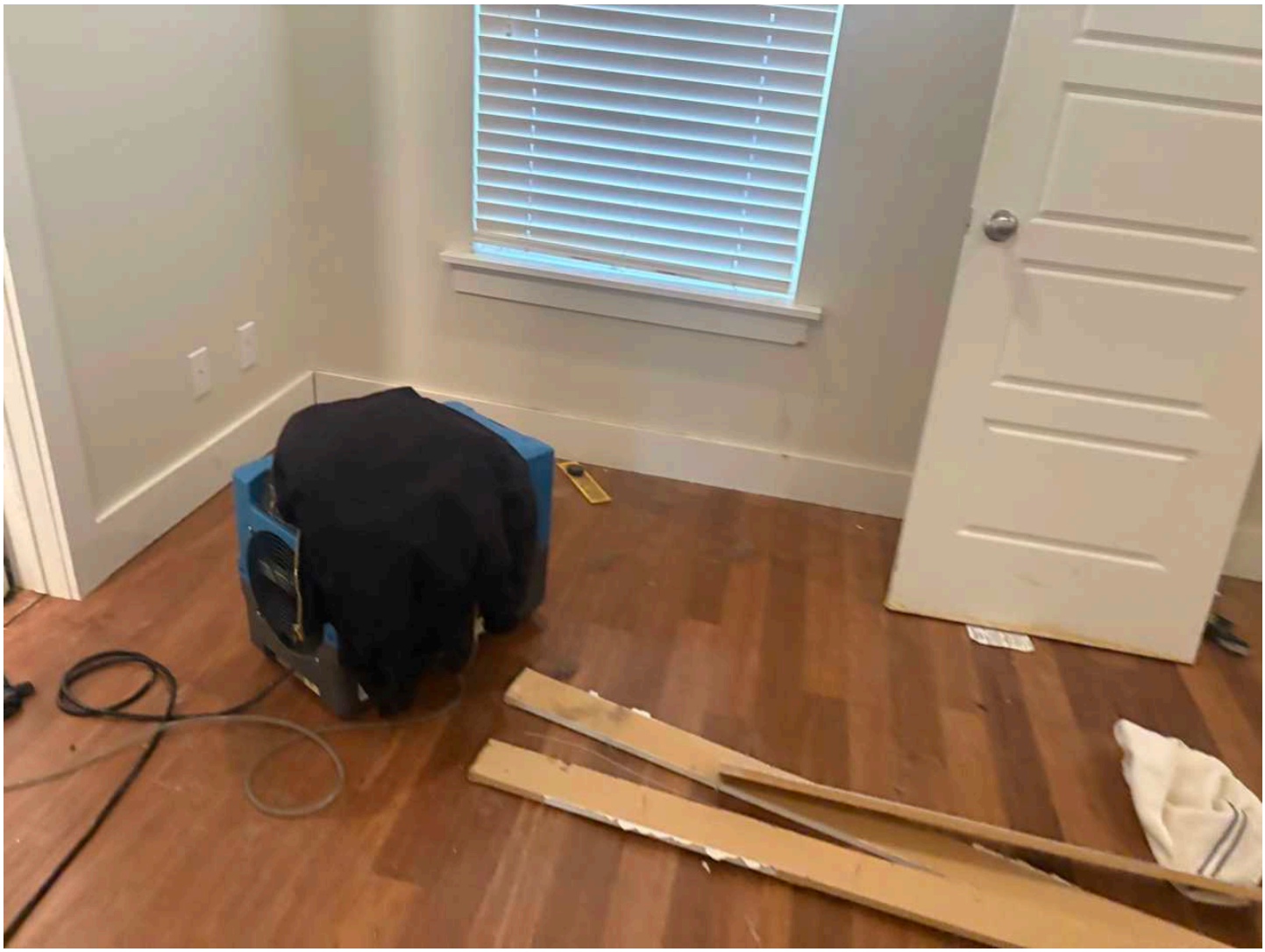

21 21-IMG_4046

NWA Claims, LLC.

P.O. Box 4872
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22 22-IMG_4047

NWA Claims, LLC.

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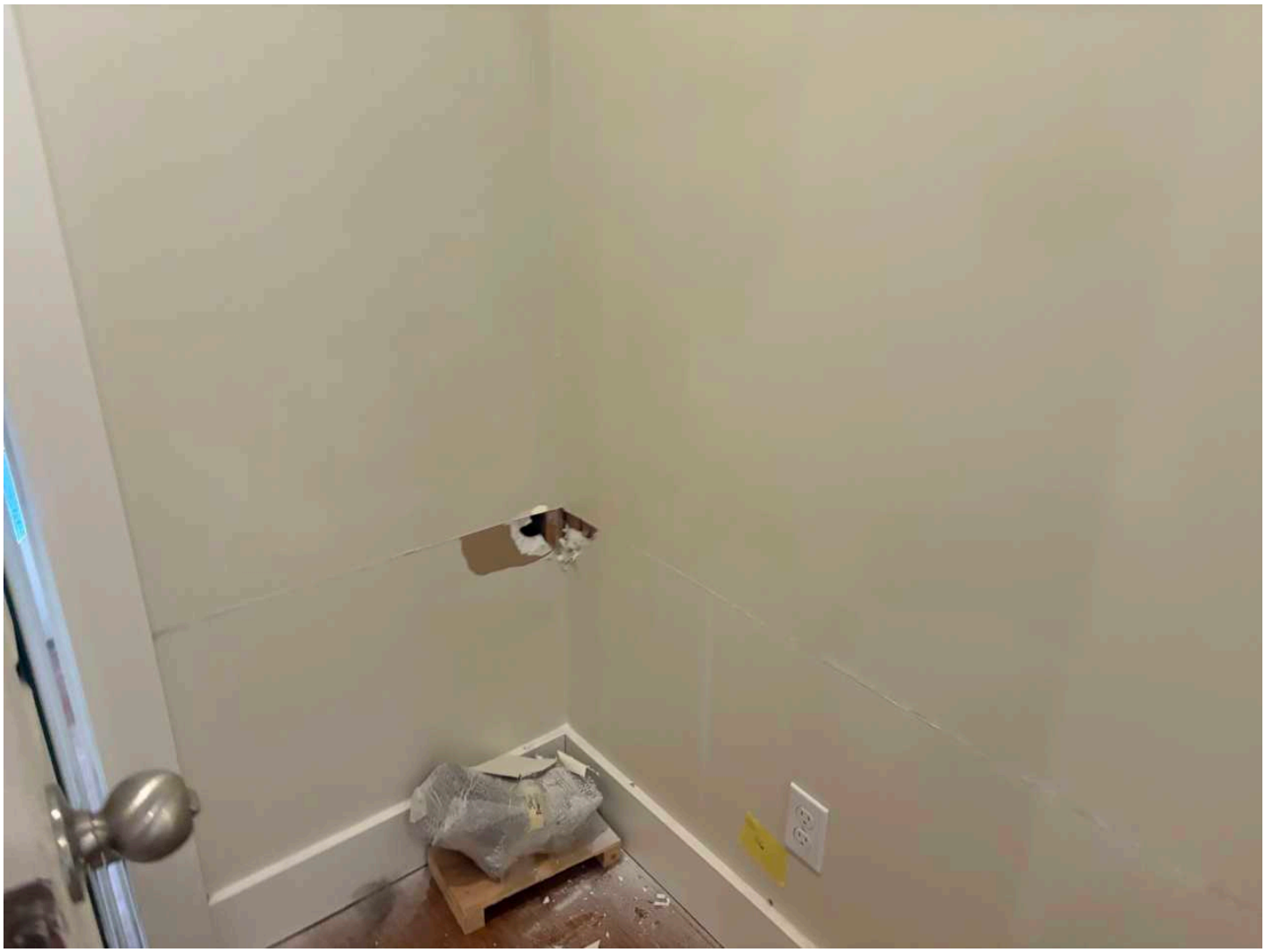

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P.O. Box 4872
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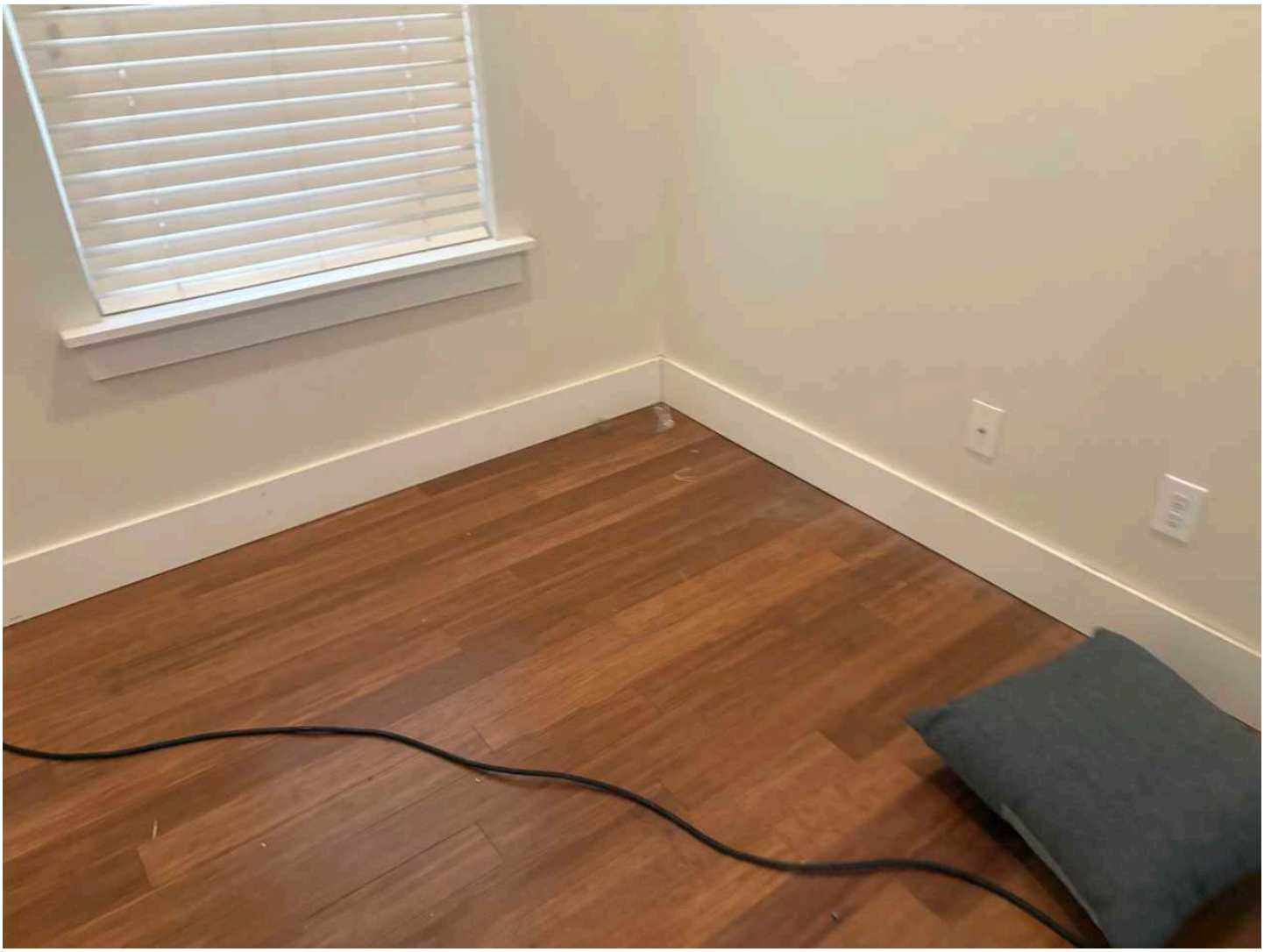
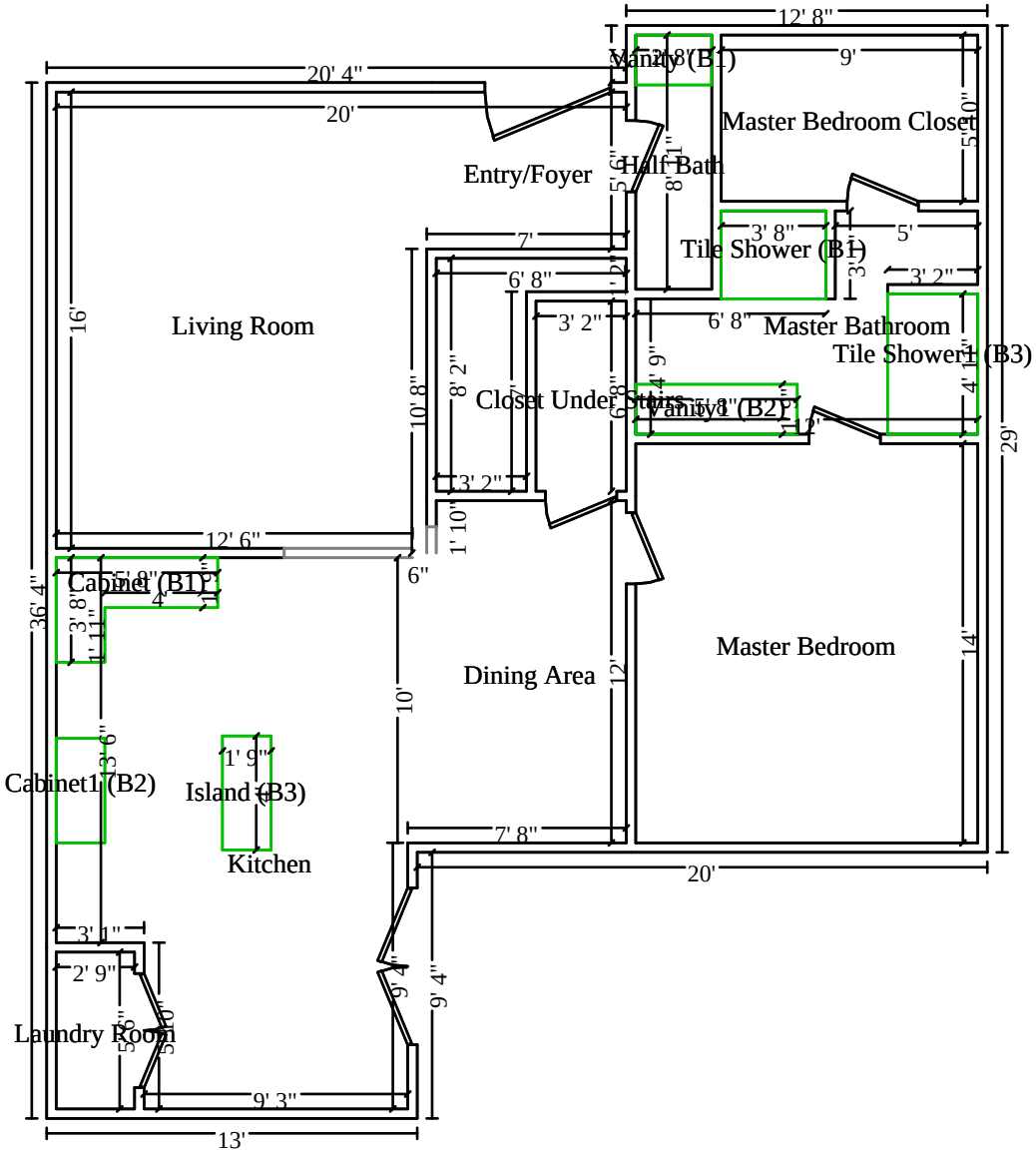
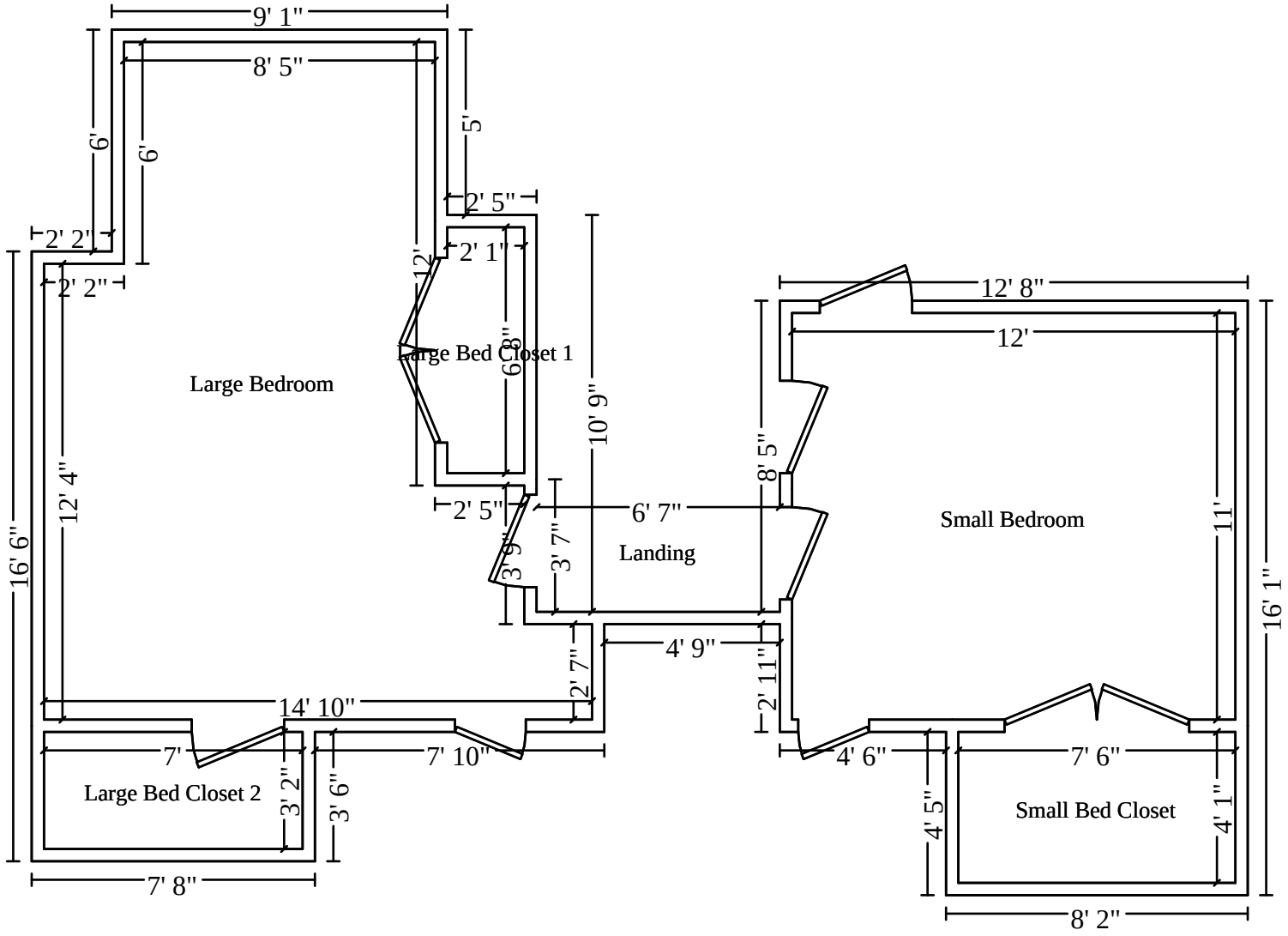


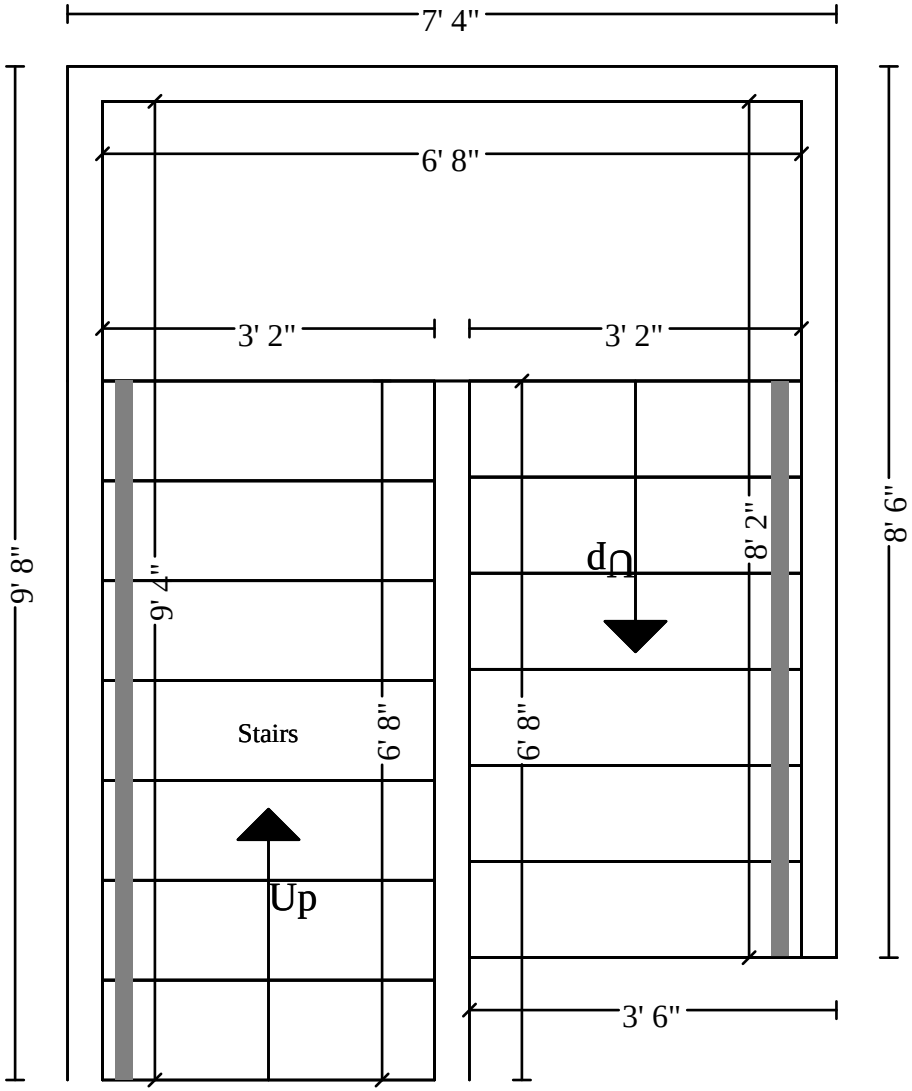
24 24-IMG_4049


12' 8"
Vanity (B1)
2' 8"
9'
20' 4"
20'
Master Bedroom Closet
5' 0"
Entry/Foyer
Half Bath
5' 6"
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
Vanity1 (B2)
29'
3' 2"
12' 6"
1' 10"
6"
Cabinet (B1)
5' 8"
4"
3' 8"
1' 11"
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

NWA Restore It Inc

13525 W. Highway 102
Centerton, AR 72719
Office: 479-795-1300
Fax: 479-795-1156
Tax-ID-- 72-1532198

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

NWA Restore It Inc

13525 W. Highway 102
Centerton, AR 72719
Office: 479-795-1300
Fax: 479-795-1156
Tax-ID-- 72-1532198

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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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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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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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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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-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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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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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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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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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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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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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					

NWA Restore It Inc

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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**

NWA Restore It Inc

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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
Total	$32,745.19
Payments/Credits	$0.00
Balance Due	$32,745.19

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.

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

NWA Restore It Inc

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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

NWA Restore It Inc

13525 W. Highway 102
Centerton, AR 72719
Office: 479-795-1300
Fax: 479-795-1156
Tax-ID-- 72-1532198

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

NWA Restore It Inc

13525 W. Highway 102
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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

NWA Restore It Inc

13525 W. Highway 102
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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

NWA Restore It Inc

13525 W. Highway 102
Centerton, AR 72719
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Tax-ID-- 72-1532198

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

NWA Restore It Inc

13525 W. Highway 102
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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

NWA Restore It Inc

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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
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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
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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
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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
2026-1641

MEETING OF MAY 12, 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: **RZN-2026-0011: Rezoning (1002 N HALL AVE/ CENTRAL UNITED METHODIST CHURCH INC, 443) Submitted by TRACY HOSKINS for property located at 1002 N. HALL AVE. in WARD 4. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRES and contains approximately 0.40 acres. The request is to rezone the property to UN, URBAN NEIGHBORHOOD**

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 located in central Fayetteville at the southeast corner of N. Hall Ave. and W. Wedington Dr. The 0.40-acre parcel has been developed with a 2,206 square foot single-family residence which was constructed in 1980 per the Washington County Assessor. The property is not subject to any overlay districts, and does not contain hydric soils, streamside protection, and FEMA floodplain.

Request: The request is to rezone 0.30 acres from a mix of RSF-4, Residential, Single-Family Four Units per Acre to UN, Urban Neighborhood.

Public Comment: Two members of the public spoke in opposition to the request at the Planning Commission meeting.

Land Use Compatibility: The subject property abuts W. Wedington Dr., a high-activity regional link per the Master Street Plan, and a large cluster of nonresidential uses such as grocery stores, restaurants, and retail located at the intersection of Garland Ave. and W. Wedington Dr. Surrounding housing is a mix of primarily single-family dwellings south of W. Wedington Dr. with more diverse housing types including large multifamily structures to the north. There are also large institutional uses including the University of Arkansas and Leverett Elementary School nearby. UN permits a mix of residential types, including multi-family, with a minimum lot width of 12 feet. UN permits missing middle housing types with smaller lot size requirements, encouraging compatible infill development without disrupting neighborhood scale. UN would also require a 0-foot to 25-foot build-to zone, which is somewhat inconsistent with housing immediately adjacent to the property, but which does align with housing located further north and south. Additionally, staff finds that parking, drainage, tree preservation and other requirements will likely limit the development potential of the parcel.

UN also permits low-intensity commercial uses such as restaurants, sidewalk cafes, offices, and general business such as small retail establishments. Staff finds these uses to be compatible with adjacent uses and that the insertion of small-scale commercial adjacent to a high-activity regional link and near public schools could contribute to walkable neighborhoods. No historic structures are located on the property which could be negatively impacted by future development or redevelopment.

Land Use Plan Analysis: Staff finds the proposed zoning to be consistent with the property's Future Land Use Map designation as a City Neighborhood Area. Staff finds the UN zoning district would bring the property's zoning into closer alignment with these surrounding permitted uses than the current single-family only district.

Further, the intersection of Wedington and Garland, less than 300 feet to the east, is defined as a Tier 2 Center per City Plan 2040. Tier 2 Centers are described as "characterized by housing that ranges from one- to three-story detached dwellings, duplexes, row houses, and mid-rise apartments. Commercial uses will be mixed-use and office buildings." The property has a high infill score of 10, indicating it is a suitable location for infill development. Staff finds that UN is consistent with this designation as a Tier 2 center and that infill in this area could help support City Plan 2040 Goals 1 and 3 by promoting moderate infill in an area that is highly walkable, near transit routes, and which include a high degree of nonresidential services.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of 10 for this site. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 2, W. North St.)
- Near Sewer Main (6 inch main, N. Hall Ave.)
- Near Water Main (6 inch main, N. Hall Ave.)
- Near Grocery Store (Harps)
- Near Public School (Leverett Elementary School)
- Near U of A Campus
- Near City Park (Lewis Soccer Complex)
- Near Paved Trail (Garland Ave. Side Path)
- Near Razorback Bus Stop (Harps)
- Appropriate Future Land Use

DISCUSSION:

At the April 27, 2026 Planning Commission meeting, a vote of 7-1-0 forwarded the request to City Council with a recommendation of approval. Although he seconded the motion, Commissioner Gulley opposed the request, due to concerns about potential traffic generation of allowable non-residential uses in the UN zoning district. Commissioners in favor found that the request was compatible, and that the topography and size of the property were likely to limit the amount of development that can occur. Two members of the public spoke at the meeting with questions and concerns about the size and scale of potential development, loss of character of an historic street, and concerns about traffic on Hall Avenue.

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 #: 2026-1641

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2026-11 FOR APPROXIMATELY 0.40 ACRES LOCATED AT 1002 NORTH HALL AVENUE IN WARD 4 FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE TO UN, URBAN NEIGHBORHOOD

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 UN, Urban Neighborhood.

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

2026-1641

Item ID

5/19/2026

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

Jonathan Curth	4/28/2026	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

RZN-2026-0011: Rezoning (1002 N HALL AVE/ CENTRAL UNITED METHODIST CHURCH INC, 443) Submitted by TRACY HOSKINS for property located at 1002 N. HALL AVE. in WARD 4. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRES and contains approximately 0.40 acres. The request is to rezone the property to UN, URBAN NEIGHBORHOOD

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:

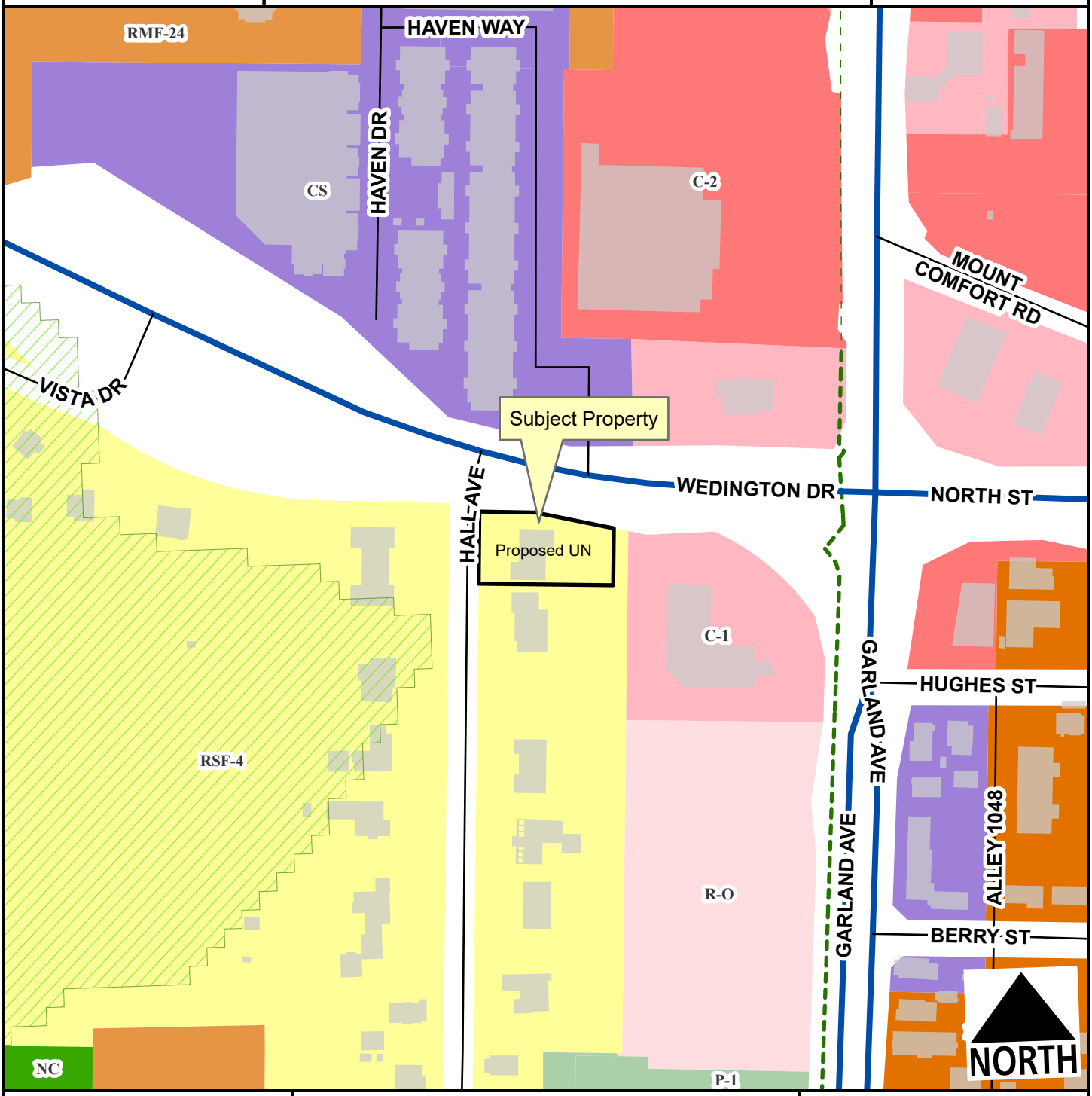
Comments:

RZN-2026-0011

Close Up View

1002 N. HALL AVE

RZN-2026-0011
EXHIBIT 'A'



- Regional Link - High Activity
- Unclassified
- Alley
- Residential Link
- Hillside-Hilltop Overlay District
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
RSF-4	0.4	0.0
UN	0.0	0.4

Total 0.4 ac

RZN-2026-0011
Exhibit ‘B’

Legal Description – 1002 N Hall

FOR 1996: PT LOT 5 Church Parsonage FURTHER DESCRIBED FROM 2026-5096 AS: Lot Numbered Five (5) in Hathcock Addition to the City of Fayetteville, Arkansas, as shown upon the recorded plat thereof on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas. Subject to right-of-way over the East 20 feet of said lot which has been dedicated for a public alley and subject to recorded restrictions and easements. LESS AND EXCEPT: Part of Lot 5 of Hathcock Addition to the City of Fayetteville, Washington County, Arkansas, more particularly described as follows: starting at the Southwest corner of Lot 5 of Hathcock Addition to the City of Fayetteville, said point being on the Easterly right of way line of Hall Avenue; thence North 00°11'03" West along said existing right of way line a distance of 101.08 feet to a point on the Southerly existing right of way line of State Highway 112S; thence South 89°23'42" East along said existing right of way line a distance of 74.12 feet for the point of beginning; said point being on the Southerly proposed right of way line of State Highway 112S; thence continue South 89°23'42" East along said existing right of way line a distance of 133.11 feet to a point on the East line of Lot 5; thence South 00°21'18" West along said East line a distance of 23.78 feet to a point on the Southerly proposed right of way line of State Highway 112S; thence North 79°16'25" West along said proposed right of way line a distance of 135.31 feet to the point of beginning and containing 0.04 acres, more or less, or 1,582 square feet, more or less.

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Jessie Masters, Planning Director

FROM: Donna Wonsower, Senior Planner

MEETING DATE: April 27, 2026 Updated with results

SUBJECT: **RZN-2026-0011: Rezoning (1002 N HALL AVE/ CENTRAL UNITED METHODIST CHURCH INC, 443)** Submitted by WILL CLARK for property located at 1002 N. HALL AVE. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRES and contains approximately 0.40 acres. The request is to rezone the property to UN, URBAN NEIGHBORHOOD

RECOMMENDATION:
Staff recommends approval of **RZN-2026-0011**.

RECOMMENDED MOTION:
*"I move to forward **RZN-2026-0011** to City Council with a recommendation of approval."*

BACKGROUND:
The subject property is located in central Fayetteville at the southeast corner of N. Hall Ave. and W. Wedington Dr. The 0.40-acre parcel has been developed with a 2,206 square foot single-family residence which was constructed in 1980 per the Washington County Assessor. The property is not subject to any overlay districts, and does not contain hydric soils, streamside protection, and FEMA floodplain. Surrounding land uses and zoning are depicted in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Multifamily Residential	CS, Community Services
South	Single-Family Residential	RSF-4, Residential Single-Family, Four Units per Acre
East	Mixed Commercial	C-1, Neighborhood Commercial
West	Single-Family Residential	RSF-4, Residential Single-Family, Four Units per Acre

Request: The request is to rezone this property from RSF-4, Residential, Single-Family Four Units per Acre to UN, Urban Neighborhood.

Public Comment: Staff has not received any public comment at this time.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW:

Streets: The subject area has street frontage along W. Wedington Dr., a fully improved high activity regional link with asphalt paving, sidewalk, and curb and gutter. The property also has frontage along N. Hall Ave., a fully improved residential link with asphalt paving, sidewalk and curb and gutter. Any street or drainage improvements required in these areas would be determined at the time of the development proposal.

Water: Public water is available to the subject area. Existing 12-inch water main is present along W. Wedington Dr. and 6-inch water main is present along N. Hall Ave.

Sewer: Sanitary sewer is available to the subject area. Existing 8-inch water main is present along W. Wedington Dr. and 6-inch sewer main is present along N. Hall Ave. There are no known wet weather sewer capacity issues identified in the City's 2025 Sewer Master Plan that appear in the system.

Drainage: The property is not within the Hillside-Hilltop Overlay District, and does not contain hydric soils, streamside protection areas, or FEMA floodplain.

Fire: Station 2, located at 138 W. North St., protects this site. The property is located approximately 1.3 miles from the fire station with an anticipated drive time of approximately 4 minutes using existing streets. The anticipated response time would be approximately 6.2 minutes. Fire Department response time is calculated based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of 6 minutes for an engine and 8 minutes for a ladder truck.

Police: The Police Department did not comment on this request.

Tree Preservation:

The current zoning districts of RSF-4 requires **25% minimum canopy preservation.** The proposed zoning district of UN 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 **10** for this site with a weighted score of **12.5**. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 2, W. North St.)
- Near Sewer Main (6 inch main, N. Hall Ave.)

- Near Water Main (6 inch main, N. Hall Ave.)
- Near Grocery Store (Harps)
- Near Public School (Leverett Elementary School)
- Near U of A Campus
- Near City Park (Lewis Soccer Complex)
- Near Paved Trail (Garland Ave. Side Path)
- Near Razorback Bus Stop (Harps)
- 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:*** **The subject property abuts W. Wedington Dr., a high-activity regional link, and is close to non-residential uses such as grocery stores, restaurants, and retail located at the intersection of Garland Ave. and W. Wedington. Surrounding housing is a mix of primarily single-family dwellings south of W. Wedington Dr. with more diverse housing types including multifamily structures to the north. There are also large institutional uses including the University of Arkansas and Leverett Elementary School nearby. UN permits a mix of low-intensity residential types, including up to four-unit buildings, with a minimum lot width of 12 feet. UN permits missing middle housing types with smaller lot size requirements, encouraging compatible infill development without disrupting neighborhood scale. UN would also require a 0'-25' build-to zone, which is somewhat inconsistent with housing immediately adjacent to the property, but which does align with housing located further south adjacent to the university. Additionally, staff finds that parking, drainage, tree preservation and other requirements will likely limit the development potential of the parcel.**

UN also permits low-intensity commercial uses such as restaurants, sidewalk cafes, offices, and general business such as small retail establishments. Staff finds these uses to be compatible with adjacent uses and that the insertion of small-scale commercial adjacent to a high-activity regional link and near public schools could contribute to walkable neighborhoods. No historic structures are located on the property which could be negatively impacted by future development or redevelopment.

Land Use Plan Analysis: **Staff finds the proposed zoning to be consistent with the property's Future Land Use Map designation as a City Neighborhood Area. Staff finds the UN zoning district would bring the property's zoning into closer alignment with these surrounding permitted uses than the current single-family only district.**

Further, the intersection of Wedington and Garland, less than 300 feet to the east, is defined as a Tier 2 Center per City Plan 2040. Tier 2 Centers are described as "characterized by housing that ranges from one- to three- story

detached dwellings, duplexes, row houses, and mid-rise apartments. Commercial uses will be mixed-use and office buildings." The property has a high infill score of 10 with a weighted score of 12.5, indicating it is a suitable location for infill development. Staff finds that UN is consistent with this designation as a Tier 2 center and that infill in this area could help support City Plan 2040 Goals 1 and 3 by promoting moderate infill in an area that is highly walkable, near transit routes, and which include a high degree of nonresidential services.

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 to rezone this section of the subject property at this time. UN allows for mixed use developments and increased housing typologies with small lot sizes, potentially enabling homeownership of smaller, more attainable dwelling units in an area of town with a high concentration of services and amenities.**

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: **Rezoning the property from RSF-4 to UN could increase development potential and its associated traffic impact on the site the rezoning would remove the current density maximum of four units per acre. However, staff find the small size of the property is likely to naturally limit development potential and that the ultimate added density is unlikely to appreciably increase traffic danger or congestion at this location. Further, the property has frontage on a high-activity regional link that can likely support additional traffic.**

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 alter the population density since UN has smaller lot sizes and no density maximums, potentially increasing population density. However, the property is small in size and directly adjacent to a major street. The property is also near a public K-12 school and the University of Arkansas, both of which are supported by existing public infrastructure with no known capacity issues. Any necessary upgrades or improvements to existing infrastructure 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-2026-0011 to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION:	**Required**	**YES**	
Date: April 27, 2026	**❒ Tabled**	**☒ Forwarded**	**❒ Denied**
Motion: Brink			
Second: Holeyfield			
Vote: 7-1-0 (Gulley opposed)			

BUDGET/STAFF IMPACT:
None

ATTACHMENTS:

- Unified Development Code
  - §161.07 Residential Single-Family, Four Units per Acre
  - §161.37 UN, Urban Neighborhood
- Project Maps
  - One Mile Map
  - Close-Up Map
  - Current Land Use Map
  - Future Land Use Map
- Staff Exhibits
  - Long Range Planning Memo
- Applicant Request Letter

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 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two-family dwellings
Unit 12a	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cluster Housing Development

(C) *Density.*

	Single-family dwellings	Two-family dwellings
Units per acre	4 or less	7 or less

(D) *Bulk and Area Regulations.*

	Single-family dwellings	Two-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.

(Ord. No. 6945, §5(Exh. D), 12-16-25)

161.37 Urban Neighborhood

(A) *Purpose.* The Urban Neighborhood District is designed to serve as a mixed-use area of medium intensity and provide a transition into residential neighborhoods from more intense, mixed-use districts. Urban Neighborhood promotes a walkable, pedestrian-oriented neighborhood development form with a variety of housing options and complementary neighborhood businesses that are compatible in scale and use with surrounding land uses. For the purpose of Chapter 96: Noise Control, the Urban Neighborhood District is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three- and four-family dwellings
Unit 12b	General business
Unit 13	Eating places
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 40	Sidewalk cafes
Unit 41	Accessory dwelling units
Unit 44	Cluster housing development
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 5	Government facilities
Unit 14	Hotel, motel and amusement services
Unit 15	Neighborhood shopping goods
Unit 36	Wireless communication facilities
Unit 45	Small scale production
Unit 48	Private dormitories

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

All dwellings	12 feet
All other uses	None

(2) *Lot Area Minimum.* None.

(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	None
Rear	5 feet
Rear, from center line of an alley	12 feet

(F) *Building Height Regulations.*

Building Height Maximum	3 stories

(G) *Minimum Buildable Street Frontage.* 50% of the lot width.

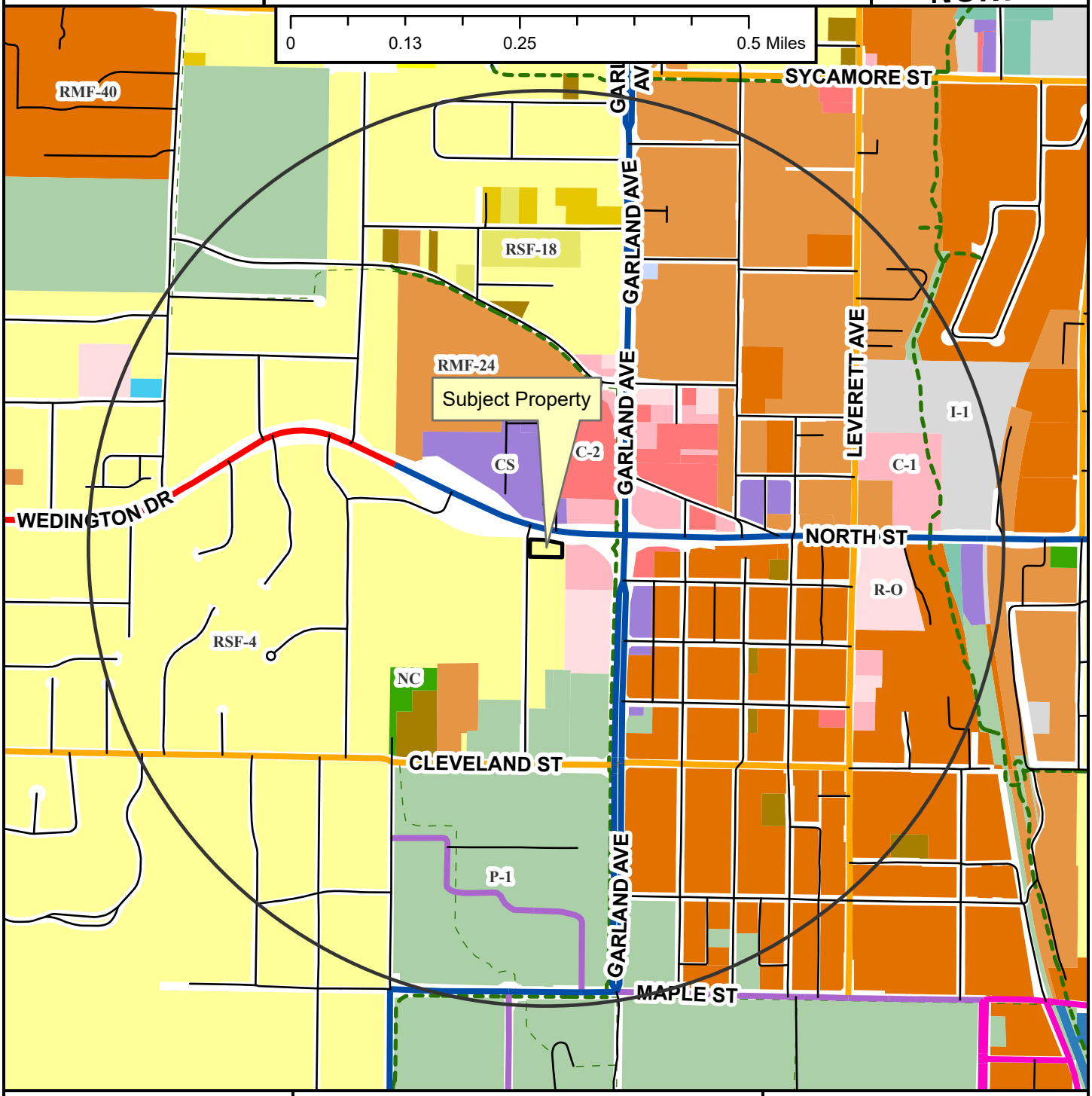
(Ord. No. 6945, §5(Exh. D), 12-16-25)

RZN-2026-0011

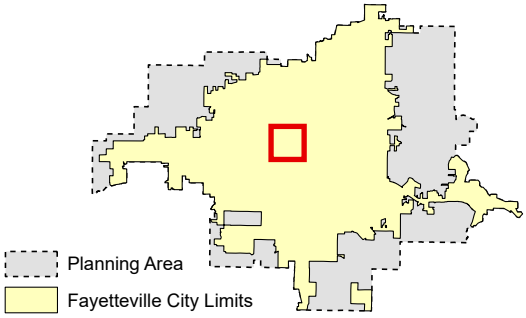
One Mile View

1002 N. HALL AVE

NORTH



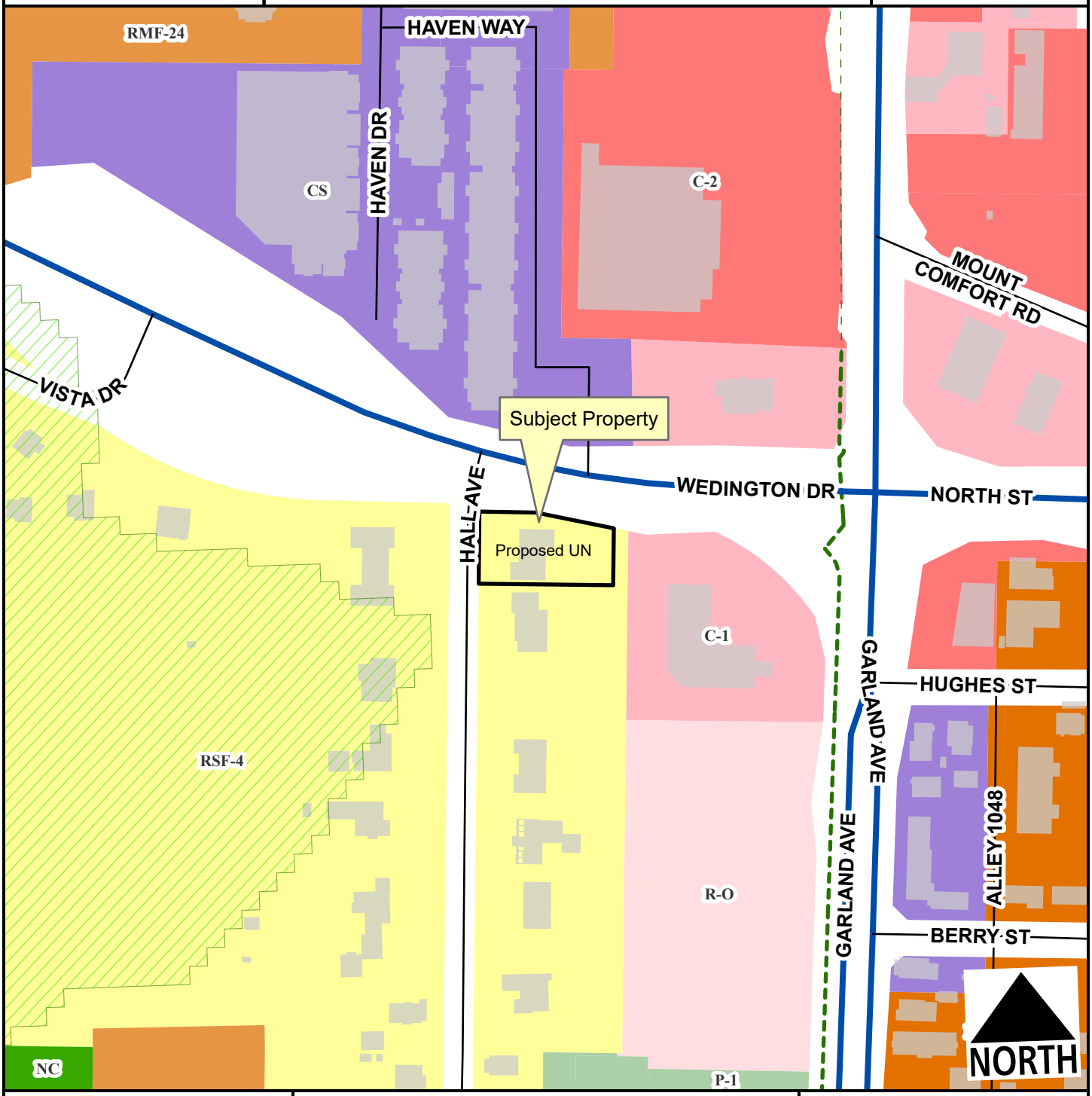
- Regional Link
- Neighborhood Link
- Institutional Master Plan
- Regional Link - High Activity
- Urban Center
- Unclassified
- Alley
- Residential Link
- Shared-Use Paved Trail
- Trail (Proposed)
- Design Overlay District
- Fayetteville City Limits
- Planning Area



RZN-2026-0011

Close Up View

1002 N. HALL AVE



- Regional Link - High Activity
- Unclassified
- Alley
- Residential Link
- Hillside-Hilltop Overlay District
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
RSF-4	0.4	0.0
UN	0.0	0.4

Total 0.4 ac

RZN-2026-0011

Current Land Use

1002 N. HALL AVE

NORTH



- Regional Link
- Regional Link - High Activity
- Unclassified
- Alley
- Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 112.5 225 450 675 900

1:3,600

FEMA Flood Hazard Data

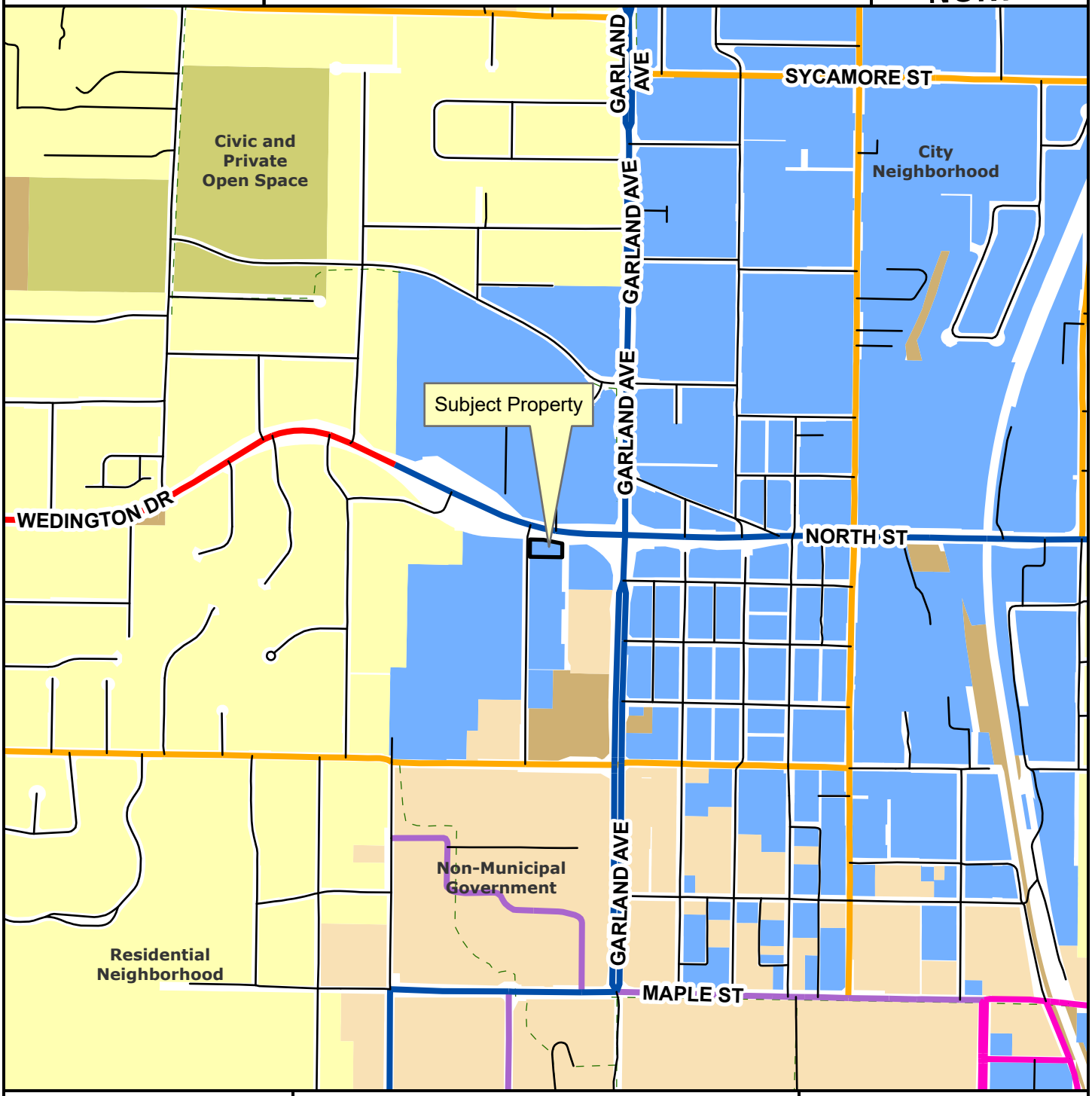
- 100-Year Floodplain
- Floodway

RZN-2026-0011

Future Land Use

1002 N. HALL AVE

NORTH



Regional Link
Neighborhood Link
Institutional Master Plan
Regional Link - High Activity
Urban Center
Unclassified
Alley
Residential Link
Planning Area
Fayetteville City Limits
Trail (Proposed)
Design Overlay District

Feet

0 305 610 1,220 1,830 2,440

1:10,000

City Neighborhood
Civic Institutional
Civic and Private Open Space
Industrial
Natural
Non-Municipal Government
Residential Neighborhood
Rural Residential
Urban Center

CITY OF FAYETTEVILLE ARKANSAS

STAFF MEMO

TO: Donna Wonsower, Senior Planner

FROM: Kylee Cole, Long Range & Preservation Planner

MEETING DATE: April 27, 2026

SUBJECT: **Long Range Planning Comments Regarding RZN-2026-0011**

BACKGROUND:
The applicant requests to rezone approximately 0.40 acres from RSF-4, Residential Single-Family, Four Units Per Acre to UN, Urban Neighborhood. Two long range planning documents are relevant when evaluating this request: *City Plan 2040* and the *Heritage & Historic Preservation Plan.*

City Plan 2040 (2020):
City Plan 2040 includes several relevant plan goals and objectives:

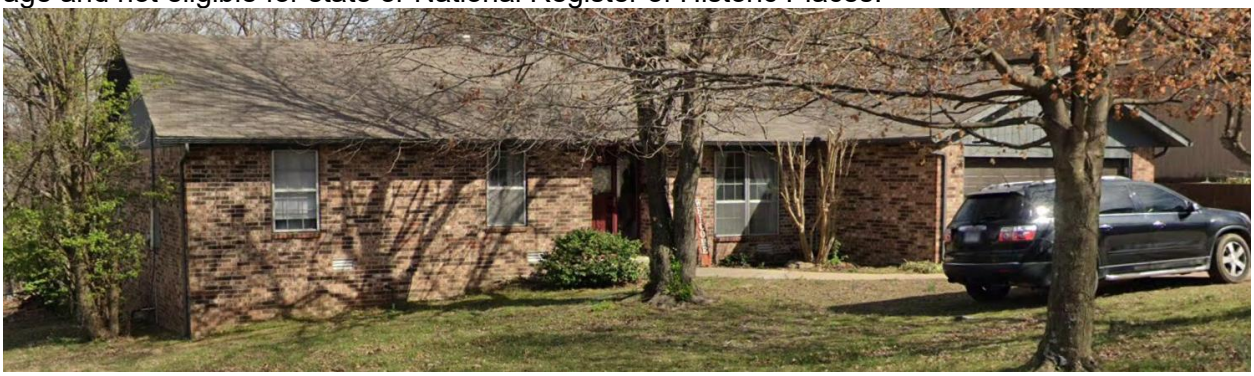
- Goal 1 – We will make appropriate infill and revitalization our highest priority.
- Goal 2 – We will discourage suburban sprawl.
- Goal 3 – We will make compact, complete, and connected development the standard.
- Goal 6 – We will create opportunities for attainable housing.
    - 3.6.1 - Increase 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".

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.

Property History:
The subject property, a single-family front-gabled dwelling constructed in 1980, is not of historic age and not eligible for state or National Register of Historic Places.



DISCUSSION:
Zoning History:
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 low-density “R-1” zoning district, which was subsequently translated to “RSF-4” with the adoption of the city’s Unified Development Code.

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 area supports a wide variety of 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 a variety of housing options beyond just single-family and new commercial uses which would contribute to creating complete neighborhoods (Goals 3 & 6). UN would also serve as a transition between the University of Arkansas and adjacent neighborhoods, or as a transition from Wedington into the neighborhood. The request aligns with goals 1, 2, and 6 of City Plan 2040 by creating opportunities for denser development in an area of the center of the city that is already served by infrastructure.

4/01/2026

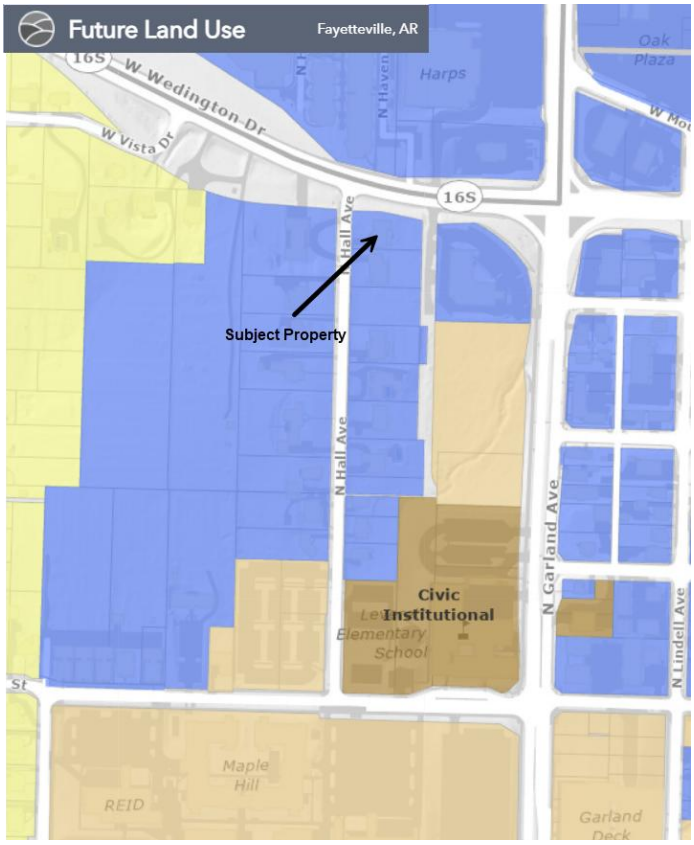
Fayetteville Planning Commission, Andrew Brink, Chair
City of Fayetteville, Arkansas
113 W. Mountain Street
Fayetteville, AR 72701

RE: Rezoning Request – 1002 N Hall Avenue

Dear Andrew Brink, Chair, Members of the Planning Commission -

We respectfully submit this letter requesting the rezoning of property located at 1002 North Hall Avenue in Fayetteville, Arkansas from RSF-4 (Residential Single-Family – 4 Units per Acre) to UN (Urban Neighborhood).

This parcel sits in an area adjacent to the UA and commercial development and redevelopment, where the character of the area is gradually evolving. RSF-4 supports low-density single-family homes, it does not fully reflect the broader mix of housing and neighborhood activity emerging between the Mt Comfort/Garland intersection and the University. Rezoning to Urban Neighborhood (UN), as illustrated in the city's **Future Land Use**, would allow properties to transition in a thoughtful way that is a better use of the land, helps add stock to our shortage of housing, yet remains compatible with the surrounding neighborhood renaissance.



Compatibility with Surrounding Properties

The proposed rezoning provides for logical transition between existing land uses in the area. The **Subject Property** at the corner of Wedington/Hwy 16w and N Hall Avenue, adjacent to the major intersection of Wedington/Hwy 16w and Garland Avenue, a commercial and institutional area that functions as a corridor where residential properties meet a broader mix of housing types, multifamily rentals, large-scale student housing, commercial stores and eateries. The Urban Neighborhood district is specifically intended for this type of setting by allowing modestly increased residential flexibility while maintaining neighborhood character.

For these reasons, the proposed rezoning is in keeping with the City Council-approved Future Land Use Plan and will not unreasonably or adversely affect or conflict with surrounding land uses. Any future development would still be required to meet the City's development standards for setbacks, landscaping, building placement, and site design, ensuring compatibility with nearby homes.

Supporting Fayetteville's Planning Vision

The City of Fayetteville, Arkansas has emphasized policies that encourage thoughtful infill development, expanded housing options, and efficient use of existing infrastructure. Rezoning these parcels to Urban Neighborhood supports those goals by allowing additional housing opportunities within an established area already served by streets, utilities, and city services.

Housing That Serves the Broader Community

Another important benefit of this rezoning is the opportunity to create housing that serves a broader range of Fayetteville residents. Areas near the university often face development pressure for large-scale high-occupancy student housing. While student housing plays an important role in the city, the Urban Neighborhood district encourages housing types and mixed uses that are more balanced and neighborhood oriented.

Allowing modestly scaled infill housing can provide options for young professionals, small families, and long-time residents who want to remain in central Fayetteville, helping maintain a more stable and diverse residential environment.

A Natural Next Step for the Area

Rezoning 1002 North Hall Avenue from RSF-4 to UN represents a reasonable and measured adjustment that aligns with Fayetteville's planning vision. The change supports responsible infill redevelopment, maintains compatibility with surrounding properties, and helps provide housing options that better serve the community.

Thank you for your time and consideration of this request. I appreciate the Planning Commission's continued commitment to thoughtful growth in Fayetteville, Arkansas.

Sincerely,

William F. Clark
DAVIS, BUTT, TAYLOR & CLARK, PLC
75 N. East Ave, Suite 402
P.O. Box 1224
Fayetteville, AR 72702-1224
(479) 521-7600 (phone)
(479) 521-7661 (fax)
www.dbtcfirm.com

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-1640

MEETING OF MAY 12, 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: **RZN-2026-0010: Rezoning (800 N HALL AVE/JOHNSON, 443) Submitted by TRACY HOSKINS for property located at 800 N. HALL AVE. in WARD 4. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRES, and P-1, INSTITUTIONAL and contains approximately 0.31 acres. The request is to rezone the property to UN, URBAN NEIGHBORHOOD.**

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 located in central Fayetteville on N. Hall Ave. directly abutting the University of Arkansas campus to the west and Leverett Elementary School to the south and east. The 0.31-acre parcel has been developed with a 1,080 square foot single-family residence which was constructed in 1931 per the Washington County Assessor. The property is not subject to any overlay districts, and does not contain hydric soils, streamside protection, and FEMA floodplain.

Request: The request is to rezone 0.31 acres from RSF-4, Residential Single-Family, Four Units per Acre and P-1, Institutional to UN, Urban Neighborhoood.

Public Comment: One member of the public has stated opposition to the request, citing concern about increased traffic if the property is developed with commercial uses, existing speeding and use of the street as a cut-through, and a change in the nature of the neighborhood. Two members of the public also spoke in opposition to the item at the Planning Commission meeting.

Land Use Compatibility: The subject property is surrounded by primarily public schools, with Leverett Elementary School to the east and south and the University of Arkansas to the west. Single-family dwellings abut the property to the north with nonresidential amenities such as grocery stores, restaurants, and retail located along Garland Ave. and W. Wedington Dr. Staff finds the proposed UN rezoning compatible with surrounding uses. UN permits a mix of low-intensity residential types, including up to four-unit buildings, with a minimum lot width of 12 feet. UN permits missing middle housing types with smaller lot size requirements, encouraging compatible infill development without disrupting neighborhood scale. UN would also require a 0'-25' build-to zone, which aligns with historic development patterns in the area. Additionally, staff finds that parking, drainage, tree preservation and other requirements will likely limit the development potential of the

parcel.

Additionally, UN permits low-intensity commercial uses such as restaurants, sidewalk cafes, offices, and general business such as small retail establishments. Staff finds these uses to be compatible with adjacent uses and that the insertion of small-scale commercial adjacent to public schools could contribute to walkable neighborhoods.

Long-Range Planning notes that the structure is not eligible for state or National Register of Historic Places due to loss of its original materials but that it does retain its original form. While the city does not have any regulations pertaining to the demolition of historic structures, long-range planning requests that the property owner and/or applicant consult with their division prior to demolition or alteration of historic structures in order to capture photo documentation of the existing building.

Land Use Plan Analysis: Staff finds the proposed zoning to be consistent with the property's Future Land Use Map designation as a City Neighborhood Area. While residential uses to the north are primarily single-family dwellings, the area is largely surrounded by large institutional uses including the University of Arkansas and Leverett Elementary School. The UN zoning district would bring the property's zoning into closer alignment with surrounding permitted uses. The property has a high infill score of 11, indicating it is a suitable location for infill development. Infill in this area could help support Goals 1 and 3 by promoting moderate infill in an area that is highly walkable and near transit routes and a high degree of nonresidential services, including schools and a grocery store.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of 11 for this site. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 2, W. North St.)
- Near Sewer Main (6 inch main, N. Hall Ave.)
- Near Water Main (6 inch main, N. Hall Ave.)
- Near Grocery Store (Harps)
- Near Public School (Leverett Elementary School)
- Near U of A Campus
- Near City Park (Lewis Soccer Complex)
- Near Paved Trail (Garland Ave. Side Path)
- Near ORT Bus Stop (Union Station)
- Near Razorback Bus Stop (Hotz Hall, Lot 108)
- Appropriate Future Land Use

DISCUSSION:
At the April 27, 2026 Planning Commission meeting, a vote of 7-1-0 forwarded the request to City Council with a recommendation of approval. Although he seconded the motion, Commissioner Gulley opposed the request, due to concerns about potential traffic generation of allowable non-residential uses in the UN zoning district. Commissioners in favor found that the request was compatible, and that the topography and size of the property will likely limit the amount of development that can occur. Two members of the public spoke at the meeting with questions and concerns about the size and scale of potential development, loss of character of an historic street, and concerns about traffic on Hall Avenue.

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 #: 2026-1640

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2026-10 FOR APPROXIMATELY 0.31 ACRES LOCATED AT 800 NORTH HALL AVENUE IN WARD 4 FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE, AND P-1, INSTITUTIONAL TO UN, URBAN NEIGHBORHOOD

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, and P-1, Institutional to UN, Urban Neighborhood.

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

2026-1640

Item ID

5/19/2026

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

Jonathan Curth	4/28/2026	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

RZN-2026-0010: Rezoning (800 N HALL AVE/JOHNSON, 443) Submitted by TRACY HOSKINS for property located at 800 N. HALL AVE. in WARD 4. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRES, and P-1, INSTITUTIONAL and contains approximately 0.31 acres. The request is to rezone the property to UN, URBAN NEIGHBORHOOD.

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: _____

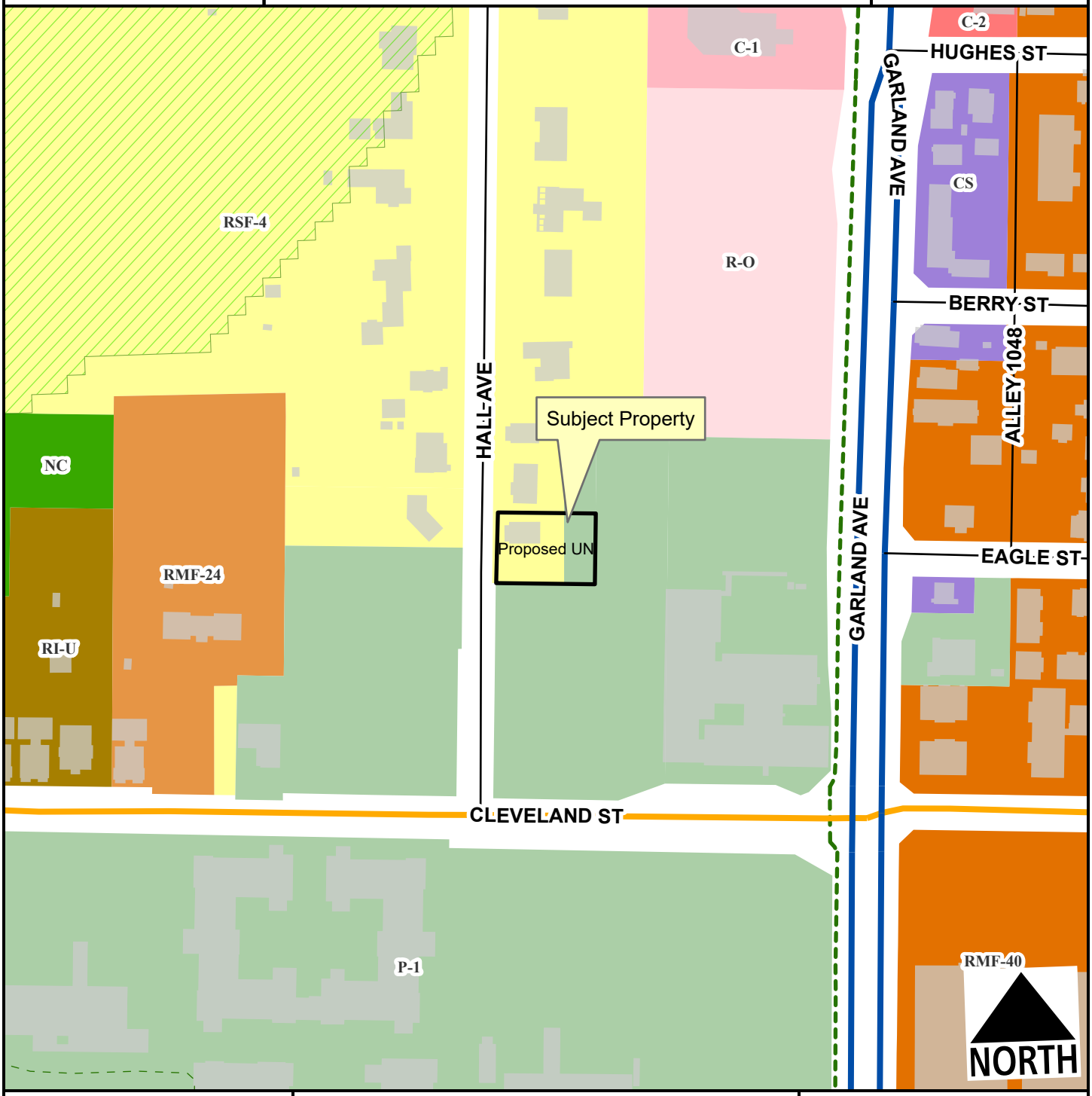
Comments:

RZN-2026-0010

Close Up View

800 N. HALL AVE

RZN-2026-0010 EXHIBIT 'A'



- Neighborhood Link
- Regional Link - High Activity
- Alley
- Residential Link
- Hillside-Hilltop Overlay District
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
P-1	0.1	0.0
RSF-4	0.2	0.0
UN	0.0	0.3

Total 0.3 ac

RZN-2026-0010
Exhibit ‘B’

Legal Description – 800 N Hall

PT NE SE 8-16-30 .30 AC FURTHER DESCRIBED FROM 2015-2643 AS: Part of the Northeast Quarter of the Southeast Quarter of Section 8, Township 16 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows, to-wit: Beginning at an existing pipe which is South 89 degrees 56 minutes 06 seconds West 400.00 feet and North 00 degrees 03 minutes 54 seconds West 307.00 feet from the Southeast corner of said forty acre tract and running thence South 89 degrees 54 minutes 53 seconds West 136.56 feet to an existing rebar on the East right of way of Hall Avenue, thence along said right of way North 00 degrees 31 minutes 48 seconds East 97.63 feet to an existing rebar, thence leaving said right of way North 89 degrees 45 minutes 35 seconds East 135.54 feet to an existing rebar, thence South 00 degrees 03 minutes 54 seconds East 97.99 feet to the point of beginning, containing 0.31 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

MEETING DATE: April 27, 2026 Updated with results

SUBJECT: **RZN-2026-0010: Rezoning (800 N HALL AVE/JOHNSON, 443)** Submitted by WILL CLARK for property located at 800 N. HALL AVE. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRES, and P-1, INSTITUTIONAL and contains approximately 0.31 acres. The request is to rezone the property to UN, URBAN NEIGHBORHOOD.

RECOMMENDATION:
Staff recommends approval of **RZN-2026-0010**.

RECOMMENDED MOTION:
*"I move to forward **RZN-2026-0010** to City Council with a recommendation of approval."*

BACKGROUND:
The subject property is located in central Fayetteville on N. Hall Ave. directly abutting the University of Arkansas campus to the west and Leverett Elementary School to the south and east. The 0.31-acre parcel has been developed with a 1,080 square foot single-family residence which was constructed in 1931 per the Washington County Assessor. The property is not subject to any overlay districts, and does not contain hydric soils, streamside protection, and FEMA floodplain. Surrounding land uses and zoning are depicted in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Single-Family Residential	P-1, Institutional RSF-4, Residential Single-Family, Four Units per Acre
South	Leverett Elementary School	P-1, Institutional
East	Leverett Elementary School	P-1, Institutional
West	University of Arkansas Single-Family Residential	P-1, Institutional RSF-4, Residential Single-Family, Four Units per Acre

Request: The request is to rezone 0.31 acres from RSF-4, Residential Single-Family, Four Units per Acre and P-1, Institutional to UN, Urban Neighborhood.

Public Comment: One member of the public has stated opposition to the request, citing concern about increased traffic if the property is developed with commercial uses, existing speeding and use of the street as a cut-through, and a change in the nature of the neighborhood.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW:

Streets: The subject area has a road frontage along N. Hall Ave., a fully improved residential link with asphalt paving, sidewalk and Curb & Gutter. Any street or drainage improvements required in these areas would be determined at the time of the development proposal.

Water: Public water is available to the Subject area. Existing 6-inch water main is present along N. Hall Ave.

Sewer: Sanitary Sewer is available to the Subject area. Existing 6-inch sewer main is present along N. Hall Ave. There are no known wet weather sewer capacity issues identified in the City's 2025 Sewer Master Plan that appear in the system.

Drainage: The property is not within the Hillside-Hilltop Overlay District, and does not contain hydric soils, streamside protection areas, or FEMA floodplain.

Fire: Station 2, located at 138 W. North St., protects this site. The property is located approximately 1.3 miles from the fire station with an anticipated drive time of approximately 4 minutes using existing streets. The anticipated response time would be approximately 6.2 minutes. Fire Department response time is calculated based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of 6 minutes for an engine and 8 minutes for a ladder truck.

Police: The Police Department did not comment on this request.

Tree Preservation:

The current zoning districts of RSF-4 and P-1 require **25% minimum canopy preservation.** The proposed zoning district of UN 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 **11** for this site with a weighted score of **14.5**. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 2, W. North St.)
- Near Sewer Main (6 inch main, N. Hall Ave.)
- Near Water Main (6 inch main, N. Hall Ave.)
- Near Grocery Store (Harps)

- Near Public School (Leverett Elementary School)
- Near U of A Campus
- Near City Park (Lewis Soccer Complex)
- Near Paved Trail (Garland Ave. Side Path)
- Near ORT Bus Stop (Union Station)
- Near Razorback Bus Stop (Hotz Hall, Lot 108)
- 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:*** **The subject property is surrounded by primarily public schools, with Leverett Elementary School to the east and south and the University of Arkansas to the west. Single-family dwellings abut the property to the north with nonresidential amenities such as grocery stores, restaurants, and retail located along Garland Ave. and W. Wedington Dr. Staff finds the proposed UN rezoning compatible with surrounding uses. UN permits a mix of low-intensity residential types, including up to four-unit buildings, with a minimum lot width of 12 feet. UN permits missing middle housing types with smaller lot size requirements, encouraging compatible infill development without disrupting neighborhood scale. UN would also require a 0'-25' build-to zone, which aligns with historic development patterns in the area. Additionally, staff finds that parking, drainage, tree preservation and other requirements will likely limit the development potential of the parcel.**

Additionally, UN permits low-intensity commercial uses such as restaurants, sidewalk cafes, offices, and general business such as small retail establishments. Staff finds these uses to be compatible with adjacent uses and that the insertion of small-scale commercial adjacent to public schools could contribute to walkable neighborhoods.

Long-range planning notes that the structure is not eligible for state or National Register of Historic Places due to loss of its original materials but that it does retain its original form. While the city does not have any regulations pertaining to the demolition of historic structures, long-range planning requests that the property owner and/or applicant consult with their division prior to demolition or alteration of historic structures in order to capture photo documentation of the existing building.

Land Use Plan Analysis: **Staff finds the proposed zoning to be consistent with the property's Future Land Use Map designation as a City Neighborhood Area. While surrounding housing is currently primarily single-family dwellings, the area is largely surrounded by large institutional uses including the University of Arkansas and Leverett Elementary School. The UN zoning district would bring the property's zoning into closer alignment with surrounding permitted uses. The property has a high infill**

score of 11 with a weighted score of 14.5, indicating it is a suitable location for infill development. Infill in this area could help support Goals 1 and 3 by promoting moderate infill in an area that is highly walkable and near transit routes and a high degree of nonresidential services, including schools and grocery stores.

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 to rezone this section of the subject property at this time. Staff finds that the existing portion of the property zoned P-1 is not consistent with the property's existing use and that it is unlikely to be used for institutional uses in the future. As such, there is justification to alter the zoning district to one which permits alternative uses. UN allows for mixed use developments and increased housing typologies with small lot sizes, potentially enabling homeownership of smaller, more attainable dwelling units in an area of town with a relatively high concentration of services and amenities.**

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: **Rezoning the property from RSF-4 and P-1 to UN could increase development potential and its associated traffic impact on the site the rezoning would remove the current density maximum of four units per acre. However, staff find the small size of the property is likely to naturally limit development potential and that the ultimate added density is unlikely to appreciably increase traffic danger or congestion at this location.**

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 alter the population density since UN has smaller lot sizes and no density maximums, potentially increasing population density. However, the property is small and directly adjacent to a public school and the University of Arkansas, both of which are supported by existing public infrastructure with no known capacity issues. Any necessary upgrades or improvements to existing infrastructure 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-2026-0010 to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION: **Required** **YES**

Date: **April 27, 2026** ❒ **Tabled** ☒ **Forwarded** with a recommendation of approval. ❒ **Denied**

Motion: Brink

Second: Gulley

Vote: 8-1-0 (Gulley opposed)

BUDGET/STAFF IMPACT:
None

ATTACHMENTS:

- Unified Development Code
  - §161.07 Residential Single-Family, Four Units per Acre
  - §161.32 P-1, Institutional
  - §161.37 UN, Urban Neighborhood
- Project Maps
  - One Mile Map
  - Close-Up Map
  - Current Land Use Map
  - Future Land Use Map
- Staff Exhibits
  - Long Range Planning Memo
- Applicant Request Letter

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 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two-family dwellings
Unit 12a	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cluster Housing Development

(C) *Density.*

	Single-family dwellings	Two-family dwellings
Units per acre	4 or less	7 or less

(D) *Bulk and Area Regulations.*

	Single-family dwellings	Two-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.

(Ord. No. 6945, §5(Exh. D), 12-16-25)

161.32 District P-1, Institutional

(A) *Purpose.* The Institutional District is designed to protect and facilitate use of property owned by public and religious institutions. Larger facilities and institutions may still use historical setback regulations, but public and religious institutions may also choose to use urban form with build-to zones and minimum buildable street frontage allowing administrative approval.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 12b	General business
Unit 20	Commercial recreation, large sites
Unit 26	Multi-family dwellings
Unit 36	Wireless communications facilities
Unit 42	Clean technologies
Unit 48	Private dormitories

(C) *Density.* None.

(D) *Bulk and Area Regulations.* None.

(E) *Setback Regulations.*

Front	15 feet
Front, if parking is allowed between the right-of-way and the building	50 feet
Side	None
Side, when contiguous to a residential district	15 feet
Rear	20 feet

Urban Form 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 and rear, when contiguous to a single-family residential district	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	6 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 side boundary line of an adjacent residential district.

The amount of additional setback for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

(G) *Building Area.* On any lot the area occupied by all buildings shall not exceed 60% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.

(H) *Urban form minimum buildable street frontage.* 50% of the lot width.

(Ord. No. 6945, §5(Exh. D), 12-16-25)

161.37 Urban Neighborhood

(A) *Purpose.* The Urban Neighborhood District is designed to serve as a mixed-use area of medium intensity and provide a transition into residential neighborhoods from more intense, mixed-use districts. Urban Neighborhood promotes a walkable, pedestrian-oriented neighborhood development form with a variety of housing options and complementary neighborhood businesses that are compatible in scale and use with surrounding land uses. For the purpose of Chapter 96: Noise Control, the Urban Neighborhood District is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three- and four-family dwellings
Unit 12b	General business
Unit 13	Eating places
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 40	Sidewalk cafes
Unit 41	Accessory dwelling units
Unit 44	Cluster housing development
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 5	Government facilities
Unit 14	Hotel, motel and amusement services
Unit 15	Neighborhood shopping goods
Unit 36	Wireless communication facilities
Unit 45	Small scale production
Unit 48	Private dormitories

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

All dwellings	12 feet
All other uses	None

(2) *Lot Area Minimum.* None.

(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	None
Rear	5 feet
Rear, from center line of an alley	12 feet

(F) *Building Height Regulations.*

Building Height Maximum	3 stories

(G) *Minimum Buildable Street Frontage.* 50% of the lot width.

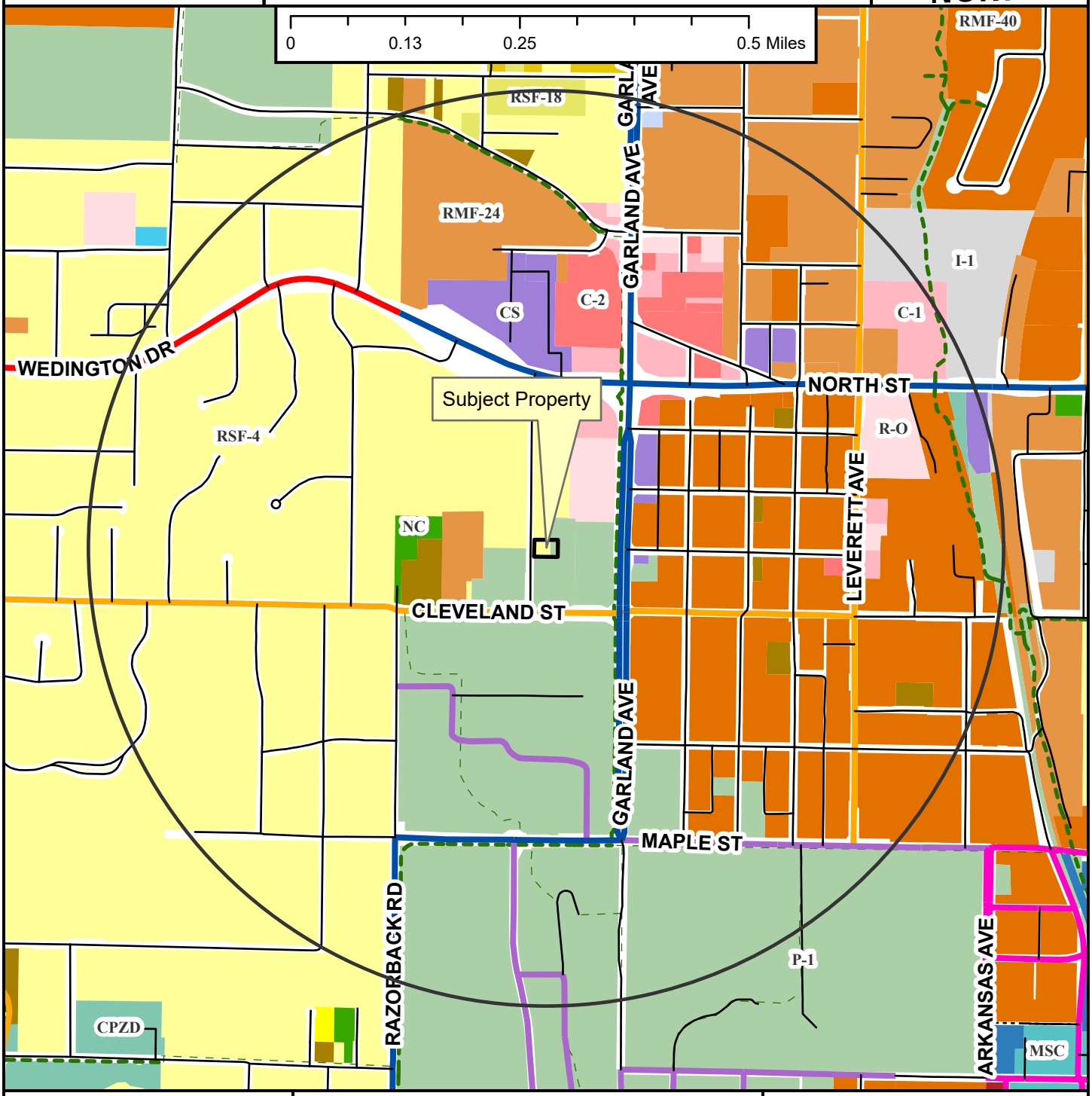
(Ord. No. 6945, §5(Exh. D), 12-16-25)

RZN-2026-0010

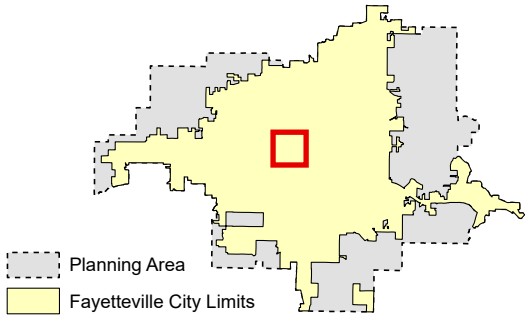
One Mile View

800 N. HALL AVE

NORTH



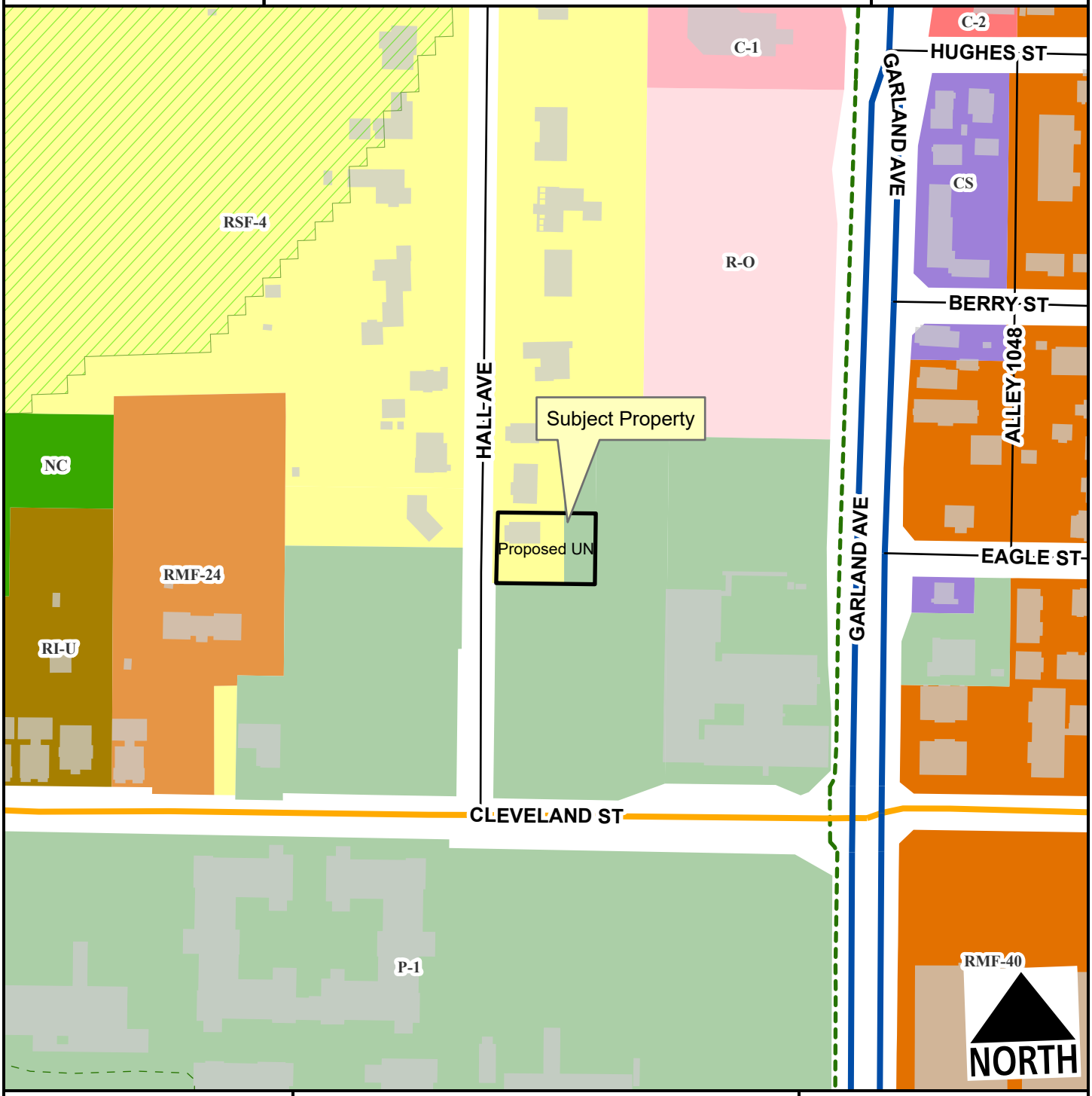
- Regional Link
- Neighborhood Link
- Institutional Master Plan
- Regional Link - High Activity
- Urban Center
- Unclassified
- Alley
- Residential Link
- Shared-Use Paved Trail
- Trail (Proposed)
- Design Overlay District
- Fayetteville City Limits
- Planning Area



RZN-2026-0010

Close Up View

800 N. HALL AVE



- Neighborhood Link
- Regional Link - High Activity
- Alley
- Residential Link
- Hillside-Hilltop Overlay District
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
P-1	0.1	0.0
RSF-4	0.2	0.0
UN	0.0	0.3

Total 0.3 ac

RZN-2026-0010

Current Land Use

800 N. HALL AVE

NORTH



- Neighborhood Link
- Institutional Master Plan
- Regional Link - High Activity
- Unclassified
- Alley
- Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 112.5 225 450 675 900

1:3,600

FEMA Flood Hazard Data

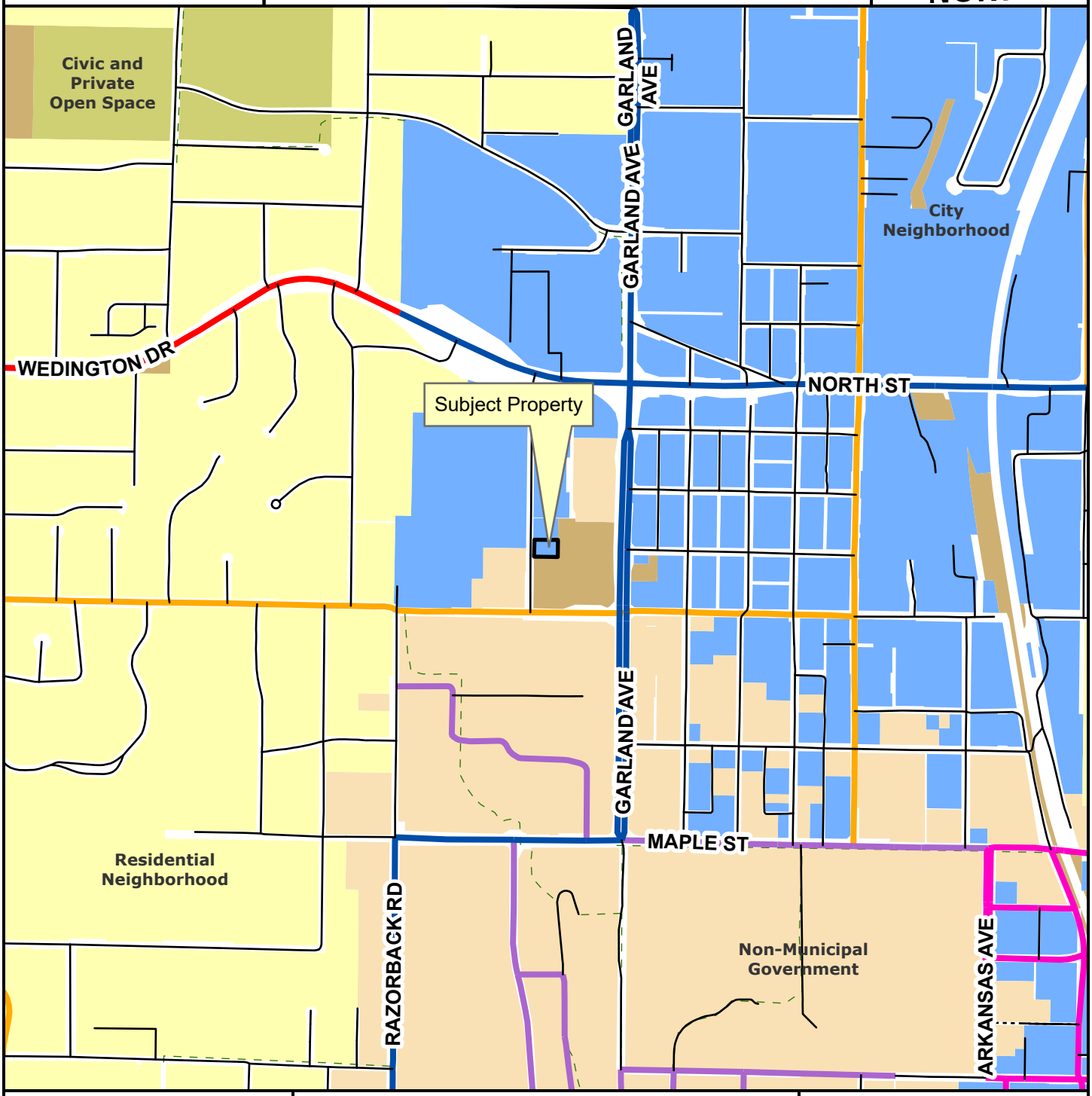
- 100-Year Floodplain
- Floodway

RZN-2026-0010

Future Land Use

800 N. HALL AVE

NORTH



Regional Link
Neighborhood Link
Institutional Master Plan
Regional Link - High Activity
Urban Center
Unclassified
Alley
Residential Link
Planning Area
Fayetteville City Limits
Trail (Proposed)
Design Overlay District

Feet

0 305 610 1,220 1,830 2,440

1:10,000

City Neighborhood
Civic Institutional
Civic and Private Open Space
Industrial
Natural
Non-Municipal Government
Residential Neighborhood
Rural Residential
Urban Center

CITY OF FAYETTEVILLE ARKANSAS

STAFF MEMO

TO: Donna Wonsower, Senior Planner

FROM: Kylee Cole, Long Range & Preservation Planner

MEETING DATE: April 27, 2026

SUBJECT: **Long Range Planning Comments Regarding RZN-2026-0010**

BACKGROUND:
The applicant requests to rezone approximately 0.32 acres from RSF-4, Residential Single-Family, Four Units Per Acre and P-1, Institutional to UN, Urban Neighborhood. Two long range planning documents are relevant when evaluating this request: *City Plan 2040* and the *Heritage & Historic Preservation Plan.*

City Plan 2040 (2020):
City Plan 2040 includes several relevant plan goals and objectives:

- Goal 1 – We will make appropriate infill and revitalization our highest priority.
- Goal 2 – We will discourage suburban sprawl.
- Goal 3 – We will make compact, complete, and connected development the standard.
- Goal 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".

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.

Property History:
The subject property, a single-family front-gabled dwelling constructed ca. 1931, is not eligible for state or National Register of Historic Places due to loss of original materials (siding, windows, doors) but does retain the overall original form.



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 resources is an effective way to mitigate against the loss of historic structures when regulatory tools are not available.

DISCUSSION:
Zoning History:
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 low-density “R-1” zoning district, which was subsequently translated to “RSF-4” with the adoption of the city’s Unified Development Code.

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 area supports a wide variety of 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 a variety of housing options beyond just single-family and new commercial uses which would contribute to creating complete neighborhoods (Goals 3 & 6). UN would also serve as a transition between the University of Arkansas and adjacent neighborhoods. The request aligns with goals 1, 2, and 6 of City Plan 2040 by creating opportunities for denser development in an area of the center of the city that is already served by infrastructure.

4/01/2026

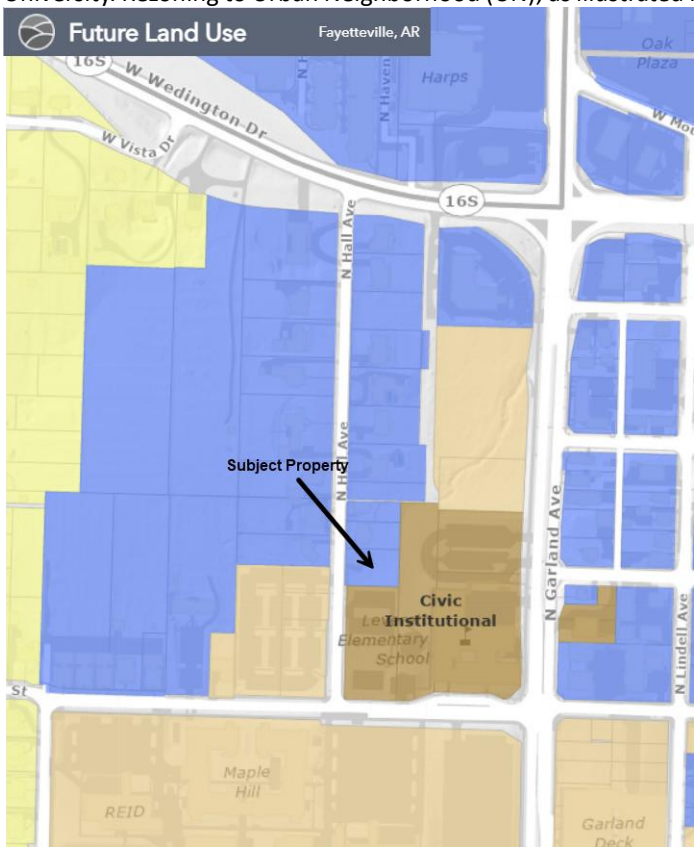
Fayetteville Planning Commission, Andrew Brink, Chair
City of Fayetteville, Arkansas
113 W. Mountain Street
Fayetteville, AR 72701

RE: Rezoning Request – 800 N Hall Avenue

Dear Andrew Brink, Chair, Members of the Planning Commission -

We respectfully submit this letter requesting the rezoning of property located at 800 North Hall Avenue in Fayetteville, Arkansas from RSF-4 (Residential Single-Family – 4 Units per Acre) to UN (Urban Neighborhood).

This parcel sits in an area adjacent to the UA and commercial development and redevelopment, where the character of the area is gradually evolving. RSF-4 supports low-density single-family homes, it does not fully reflect the broader mix of housing and neighborhood activity emerging between the Mt Comfort/Garland intersection and the University. Rezoning to Urban Neighborhood (UN), as illustrated in the city's **Future Land Use**, would allow properties to transition in a thoughtful way that is a better use of the land, helps add stock to our shortage of housing, yet remains compatible with the surrounding neighborhood renaissance.



Compatibility with Surrounding Properties

The proposed rezoning provides for logical transition between existing land uses in the area. The **Subject Property** at the south end of N Hall Avenue, being the first privately owned property adjacent to Fayetteville Public Schools, large parking lots and the UA; just west of the intersection of Cleveland and Garland Avenue, a commercial and institutional area that functions as a corridor where residential properties meet a broader mix of housing types, rentals, commercial stores and eateries, and neighborhood-scale activity. The Urban Neighborhood district is specifically intended for this type of setting by allowing modestly increased residential flexibility while maintaining neighborhood character.

For these reasons, the proposed rezoning is in keeping with the City Council-approved Future Land Use Plan and will not unreasonably or adversely affect or conflict with surrounding land uses. Any future development would still be required to meet the City's development standards for setbacks, landscaping, building placement, and site design, ensuring compatibility with nearby homes.

Supporting Fayetteville's Planning Vision

The City of Fayetteville, Arkansas has emphasized policies that encourage thoughtful infill development, expanded housing options, and efficient use of existing infrastructure. Rezoning these parcels to Urban Neighborhood supports those goals by allowing additional housing opportunities within an established area already served by streets, utilities, and city services.

Housing That Serves the Broader Community

Another important benefit of this rezoning is the opportunity to create housing that serves a broader range of Fayetteville residents. Areas near the university often face development pressure for large-scale high-occupancy student housing. While student housing plays an important role in the city, the Urban Neighborhood district encourages housing types that are more balanced and neighborhood oriented.

Allowing modestly scaled infill housing can provide options for young professionals, small families, and long-time residents who want to remain in central Fayetteville, helping maintain a more stable and diverse residential environment.

A Natural Next Step for the Area

Rezoning 800 North Hall Avenue from RSF-4 to UN represents a reasonable and measured adjustment that aligns with Fayetteville's planning vision. The change supports responsible infill redevelopment, maintains compatibility with surrounding properties, and helps provide housing options that better serve the community.

Thank you for your time and consideration of this request. I appreciate the Planning Commission's continued commitment to thoughtful growth in Fayetteville, Arkansas.

Sincerely,

William F. Clark
DAVIS, BUTT, TAYLOR & CLARK, PLC
75 N. East Ave, Suite 402
P.O. Box 1224
Fayetteville, AR 72702-1224
(479) 521-7600 (phone)
(479) 521-7661 (fax)
www.dbtcfirm.com

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-1656

MEETING OF MAY 12, 2026

TO: Mayor Rawn and City Council

THROUGH: Keith Macedo, Chief of Staff
Jonathan Curth, Development Services Director

FROM: Jessica Masters, Planning Director

SUBJECT: **APPEAL: LSD-2025-0019: Large Scale Development (SOUTH OF N. MARKS MILL LANE AND NORTH OF E. ASH STREET/RAMAY JR. HIGH SCHOOL, 368): Submitted by CRAFTON TULL for property located SOUTH OF N. MARKS MILL LANE AND NORTH OF E. ASH STREET. The property is zoned P-1, INSTITUTIONAL and contains approximately 26.7 acres. The request is for an approximately 150,000 sq. ft. junior high school with associated track and parking.**

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 in central Fayetteville, east of College Avenue, south of where N. Marks Mill Lane terminates, and north of E. Ash Street. Totaling approximately 26.7 acres, the property is zoned P-1, Institutional, and is within the Hillside/Hilltop Overlay District. The property received this zoning designation in December 2025 (Ord. 6944). The site is almost entirely covered with tree canopy and has an approximately 23% slope upward as the property moves eastward away from N. College Avenue.

Request: The applicant requests large scale development approval for an approximately 150,000 sq. ft. junior high school with an associated track, practice football field, and parking. The applicant is requesting five variances to the Unified Development Code as indicated in staff's report, attached to this packet.

Public Comment: Staff received public comment in opposition and in support of the applicant's request. Most of the concerns stem from the loss of natural features, concerns about stormwater management, traffic, and concerns about adequate public notification. Written comment is attached to staff's Planning Commission report.

Findings: Staff find the proposed large-scale development is not likely to adversely affect the public interest and largely complies with the standards outlined in the Unified Development Code, though acknowledge that the applicant is seeking five variances to that code. Those variances are related to drive-aisle width, sidewalk requirements, curb-cut spacing, access requirements, and parking pad length when located within the Hillside-Hilltop Overlay District. Staff recommend approval of all five variances based on site topography, the school's unique operational needs, alignment with the City's active transportation goals, and the applicant's efforts to improve existing non-conforming access conditions. Staff also find the proposed right-of-way dedications along N. College Avenue and E. Ash Street to be consistent with adopted street classifications. Planning

Commission approved all five variance requests with the large-scale development approval.

Staff and Planning Commission also recommend a set of street improvements for the project, including fee-in-lieu payments for sidewalk construction and the fourth leg of the planned signal at N. College and E. Poplar, along with required storm-drainage upgrades. Along E. Ash Street, staff supported the variance to omit a sidewalk, with the applicant instead installing two RRFB-equipped pedestrian crossings, internal connections, and updated traffic-calming measures. The applicant will also construct the Midtown Trail segment across the site within a dedicated easement and with a split-rail fence. In response to the Planning Commission's added condition for sidewalk construction through the Marks Mill subdivision, the applicant provided a fee-in-lieu estimate; Planning Commission approved a final condition for an additional off-site fee to be applied within the school's broader walkshed, noting that the applicant is already meeting its proportional share through construction of the on-site trail segment.

DISCUSSION:
The item was heard initially at the March 23, 2026 Planning Commission meeting, where it was tabled. At that meeting, the Commission requested additional information on and consideration of pedestrian and vehicular safety along E. Ash Street, additional sidewalks installed along Marks Mill Ln. to connect to this site, and further information about the potential to complete the trail connection along E. Ash Street to Old Wire. At the meeting, the Commission added a condition of approval to require additional sidewalks to be constructed through Marks Mill Ln. In the interim, the applicant provided a response to the Commission's requests, and they were incorporated into the final packet. Eight members of the public spoke at that meeting.

At the April 13, 2026 Planning Commission meeting, a motion made by Commissioner Brink was seconded by Commissioner Werner to approve LSD-2025-0019 with all conditions as recommended by staff, but amending the previously added condition regarding sidewalk on Marks Mill Ln. to require the applicant pay an additional $49,074 fee-in-lieu for additional pedestrian impact within the walkshed of the school. Commissioners unanimously approved the development proposal; Commissioner Cabe recused. Discussion was heavily focused on required improvements, as a follow-up to additional information provided by the applicant in the interim time between the previous hearing on March 23. Commission members also raised concerns about the required pedestrian connection to Marks Mill Lane, noting potential safety issues and the likelihood that it could encourage parent drop-off in an area not designed for it. The Commission indicated that they would support a variance to remove that required connection, but the school district had not submitted one in writing, and the Commission is not permitted to approve a condition of approval that does not meet minimum standards as applied by Code.

Six members of the public spoke in opposition to the request, with the superintendent offering some additional background during the public comment portion of the meeting as well.

BUDGET/STAFF IMPACT:
N/A

ATTACHMENTS: 3. Appeal Letter, 4. Exhibit A, 5. Exhibit B, 6. Planning Commission Staff Report

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

File #: 2026-1656

A RESOLUTION TO GRANT THE APPEAL OF CITY COUNCIL MEMBER TERESA TURK AND DENY LARGE SCALE DEVELOPMENT LSD-2025-0019

WHEREAS, on April 13, 2026, the Planning Commission approved the application for Large Scale Development LSD-2025-0019, the proposed new Ramay Junior High School, with all conditions as recommended by staff, and also requiring the district to pay a fee in-lieu in the amount of $49,074.00 for additional pedestrian impact within the walkshed of the school; and

WHEREAS, City Council Member Teresa Turk timely appealed this approval on behalf of several residents by her email to City Clerk Kara Paxton on April 23, 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 grants the appeal of Council Member Teresa Turk and denies Large Scale Development LSD-2025-19.

Appeal from Planning Commission Approval of LSD-2025-0019 (SOUTH OF N. MARKS MILL LN & NORTH OF E. ASH ST/RAMAY JR HIGH, 368)

To: Kara Paxton, Fayetteville City Clerk
Via email: cityclerk@fayetteville-ar.gov

Cc: Jessie Masters, Development Review Manager (jmasters@fayetteville-ar.gov)
Kit Williams, City Attorney (kwilliams@fayetteville-ar.gov)
Blake Pennington, Assistant City Attorney, (bpennington@fayetteville-ar.gov)
Planning Commission (Planning@fayetteville-ar.gov)

From: Teresa Turk

Date: April 23, 2026

To the Honorable Kara Paxton:

Pursuant to the City of Fayetteville Unified Development Code Section 155.04, I hereby appeal to the Fayetteville City Council, as a city council member on behalf of the undersigned residents of the City of Fayetteville the April 13, 2026 decision of the Fayetteville Planning Commission (the "Commission") to approve LSD application 2025-0019 for the proposed Ramay Junior High School Development (the "Development").

The LSD sought and received five variances to city code associated with the plan. The variances reduced drive lanes on the site, reduced requirements for pedestrian improvements thus ignoring pedestrian safety, allowed for placement of the site driveway to an area where the intersecting city street is not equipped to handle the increased traffic and has poor sight lines, and allowed for special parking space placement.

The applicant's four traffic studies have consistently included mistakes, undergone multiple revisions, do not address insufficient entry and exit points in surrounding neighborhoods, such as the lack of appropriate signal control devices and do not contain accurate data regarding the expected traffic or wait times. The site will cause significant removal of tree canopy within the hillside area, thus increasing runoff and subjecting surrounding properties to erosion and water runoff. There is concern for environmental impact and the LSD's drainage studies have not properly accounted for the increased runoff.

The development code requires proper protection of existing properties when there is physical alteration of land. This site will have major physical alterations to the land and will increase site runoff. This plan does not provide proper protection to adjacent properties as required by the development code.

The LSD plan fails to demonstrate compliant pedestrian connectivity from many neighborhoods, especially the Summit Place neighborhood via Mark's Mill Lane, including the absence of required sidewalks on the west side and no defined public access through the wooded corridor despite the project's stated "school in the woods" concept, raising concerns that fencing or design will effectively preclude access. Further, the Planning Commission did not act on the required public street connection as mandated by City code and, instead, discussed creating a variance to restrict public access, contrary to the code requirements and guidance from City Attorney Kit Williams.

The proposed development relies on synchronized timing for loading and unloading to work in conjunction with parking and parents entering and leaving the site with bus traffic prior to school and after dismissal of classes. The risk of congestion in the area around the school is high and may interfere with emergency response access.

Significantly, the LSD that was approved is not what the School District intends to build. The School District will meet in executive session at its April 23, 2026, board meeting to discuss relocating the practice football field to an entirely different location. The School District has failed to be transparent during the LSD (and rezoning) process as evidenced by the continuous changes it makes to the plans approved by the City after obtaining the City's approval.

Because this LSD application does not comply with the standards set by the City of Fayetteville's development code, it should not be approved for construction.

Sincerely,

Teresa Turk,
City Council
Ward 4, Position 1

On behalf of:

Shelby Rogers
177[illegible] E. Harold St., Fayetteville, 72703

Andrea Fournet
503 W. Prospect St., Fayetteville, 72703

Michelle Sutton
1116 S. Jaybird Ln., Fayetteville, 72703

Dawn Fisher
848 E. Peel St., Fayetteville, 72703

Joe Newman
1676 N. Broadview Dr., Fayetteville, 72703

Jennifer P. Cook
1848 N. Wheeler Ave., Fayetteville, 72703

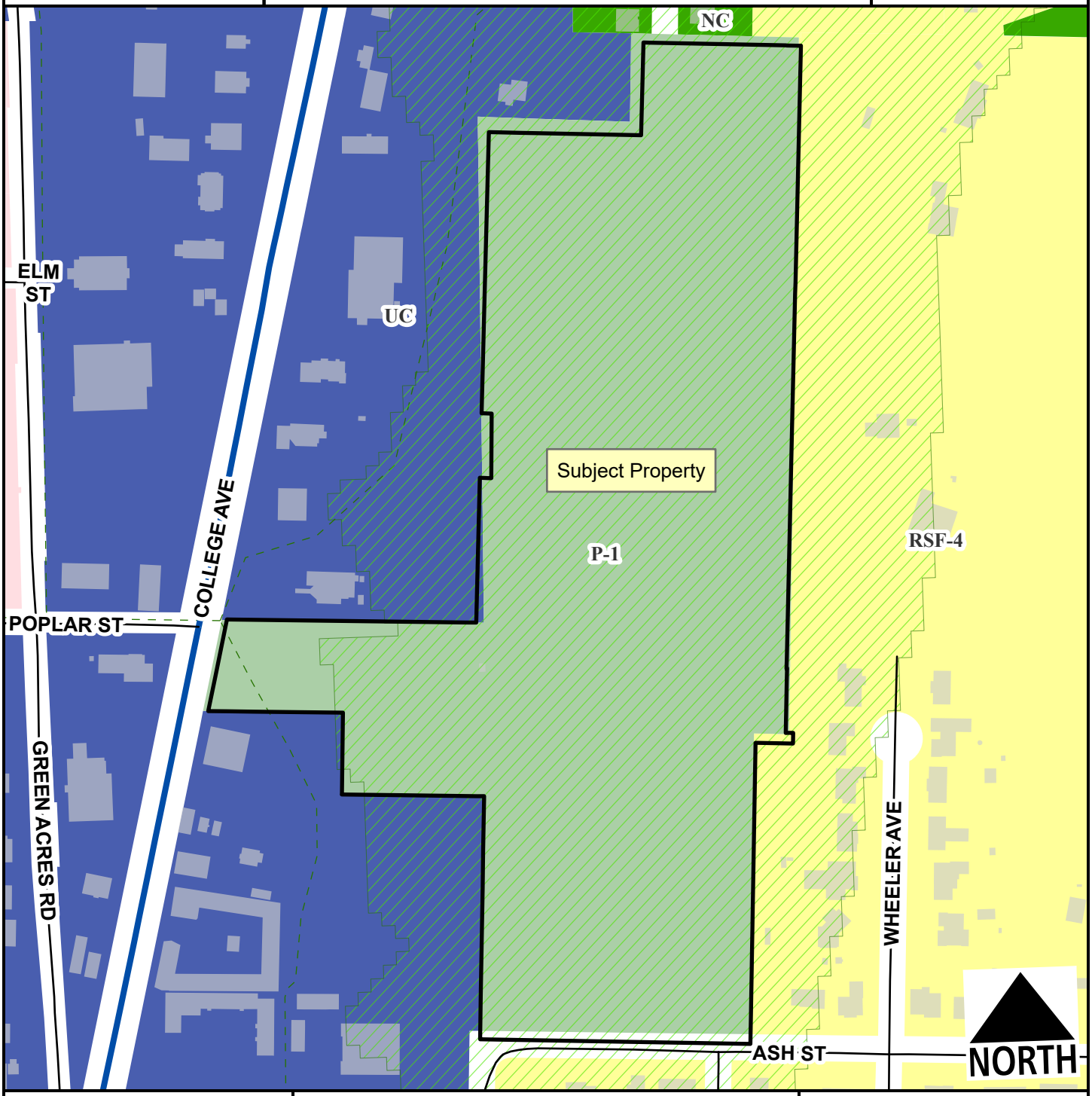
Leigh Anne Yeargan
2270 N. Windswept Ln., Fayetteville, 72703

LSD-2025-0019

Close Up View

SOUTH OF N. MARKS MILL LANE AND NORTH OF E. ASH

EXHIBIT A



- Regional Link - High Activity
- Residential Link
- Hillside-Hilltop Overlay District
- Planning Area
- Fayetteville City Limits
- Trail (Proposed)

Feet

0 100 200 400 600 800

1:3,300

EXHIBIT B

TRACT "A", AS PER PLAT RECORD 2024-000225626 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING PART OF THE NE 1/4 OF THE SW 1/4 OF SECTION 3, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NE 1/4 OF THE SW 1/4 OF SAID SECTION 3, SAID POINT BEING A 2" ALUMINUM CAP STAMPED PS 1005;
THENCE ALONG THE WEST LINE THEREOF S03°00'13"W 176.40 FEET TO THE POINT OF BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT "A", SAID POINT BEING A 1/2" IRON WITH PS 1005 CAP;
THENCE ALONG THE NORTH LINE THEREOF S87°18'12"E 289.44 FEET TO A 1/2" IRON WITH PS 1005 CAP;
THENCE ALONG SAID NORTH LINE N03°02'01"E 176.44 FEET TO THE NORTH LINE OF THE NE 1/4 OF THE SW 1/4 OF SAID SECTION 3 ON THE NORTH LINE OF SAID TRACT "A", SAID POINT BEING A 5/8" IRON WITH PS 1642 CAP;
THENCE ALONG SAID NORTH LINE S87°18'41"E 299.51 FEET TO THE NORTHEAST CORNER OF SAID TRACT "A", SAID POINT BEING A 1/2" IRON WITH PS 1005 CAP;
THENCE ALONG THE EAST LINE THEREOF S02°50'50"W 1193.95 FEET TO THE SOUTHEAST CORNER OF SAID TRACT "A", SAID POINT BEING A 1/2" IRON WITH PS 1005 CAP;
THENCE ALONG THE SOUTH LINE THEREOF S37°52'11"W 150.73 FEET TO A 1/2" IRON;
THENCE ALONG SAID SOUTH LINE N87°31'44"W 506.15 FEET TO THE SOUTHWEST CORNER OF THE NE 1/4 OF THE SW 1/4 OF SAID SECTION 3 AT THE SOUTHWEST CORNER OF SAID TRACT "A", SAID POINT BEING A 2" ALUMINUM CAP STAMPED PS 1005;
THENCE ALONG THE WEST LINE OF SAID TRACT "A" THE FOLLOWING FIVE COURSES:
THENCE N03°00'13"E 485.23 FEET TO THE SOUTH LINE OF DEED RECORD 2016-00026988, SAID POINT BEING A 1/2" IRON WITH PS 1005 CAP;
THENCE ALONG SAID SOUTH LINE S86°38'24"E 21.47 FEET TO THE SOUTHEAST CORNER OF DEED RECORD 2016-00026988, SAID POINT BEING A 5/8" IRON;
THENCE ALONG EAST LINE THEREOF N01°59'23"E 122.76 FEET TO THE NORTHEAST CORNER OF DEED RECORD 2016-00026988, SAID POINT BEING A 3/4" PIPE;
THENCE ALONG NORTH LINE THEREOF N86°54'20"W 19.30 FEET TO A 1/2" IRON WITH PS 1005 CAP;
THENCE LEAVING SAID NORTH LINE N03°00'13"E 534.82 FEET TO THE POINT OF BEGINNING, CONTAINING 16.52 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

AND

PART OF TRACT "B", AS PER PLAT RECORD 2024-000225626 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING PART OF THE W 1/2 OF THE SW 1/4 OF SECTION 3, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NE 1/4 OF THE SW 1/4 OF SAID SECTION 3, ON THE EAST LINE OF SAID TRACT "B", SAID POINT BEING A 2" ALUMINUM CAP STAMPED PS 1005;
THENCE ALONG THE WEST LINE THEREOF S03°01'22"W 129.90 FEET TO THE NORTHEAST CORNER OF SAID TRACT "B", SAID POINT BEING A 5/8" IRON WITH PS 1532 CAP;

THENCE ALONG THE NORTH LINE THEREOF N87°17'46"W 270.41 FEET TO THE NORTHWEST CORNER OF SAID TRACT "B", SAID POINT BEING A 1/2" IRON;
THENCE ALONG THE WEST LINE THEREOF N02°42'14"E 155.40 FEET TO A MAG NAIL;
THENCE LEAVING SAID WEST LINE N87°17'46"W 256.04 FEET TO A 1/2" IRON WITH PS 1005 CAP;
THENCE N13°35'18"E 177.82 FEET TO THE SOUTH LINE OF SAID TRACT "B", SAID POINT BEING A 1/2" IRON WITH PS 1005 CAP;
THENCE ALONG SAID SOUTH LINE S87°17'15"E 494.65 FEET TO THE SOUTHEAST CORNER OF SAID TRACT "B", SAID POINT BEING A 1/2" IRON WITH PS 1005 CAP;
THENCE ALONG THE EAST LINE THEREOF S03°00'13"W 200.05 FEET TO THE POINT OF BEGINNING, CONTAINING 3.01 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

AND

PART OF THE SE OF THE SW OF SECTION 3, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED FOLLOWS, TO-WIT: BEGINNING AT THE NORTHWEST CORNER OF SAID 40-ACRE TRACT, AND RUNNING THENCE SOUTH 3S.9 RODS; THENCE EAST 31.17 RODS; THENCE NORTH 35.9 RODS; THENCE WEST 31,17 RODS TO THE POINT OF BEGINNING. ALSO PART OF THE SE OF THE SW OF SECTION 3, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED FOLLOWS, TO-WIT: BEGINNING AT THE NORTHEAST CORNER OF SAID LAST DESCRIBED TRACT, AND RUNNING THENCE EAST 4 1/3 RODS THENCE SOUTH 20 FEET; THENCE WEST 4 1/3 RODS; THENCE NORTH TO THE POINT OF BEGINNING. ALSO PART THE SE OF THE SW OF SECTION 3, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS 9 CHAINS EAST OF THE SOUTHWEST CORNER OF SAID FORTY ACRE TRACT, AND RUNNING THENCE NORTH 126 FEET; THENCE IN A SOUTHWESTERLY DIRECTION TO THE SOUTH LINE OF SAID FORTY ACRE TRACT TO A POINT 87 FEET WEST OF THE BEGINNING POINT; THENCE EAST 87 FEET TO THE POINT OF BEGINNING.

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

FROM: Jessie Masters, Planning Director
Justin Bland, City Engineer
Bethany Douglas, Urban Forester

MEETING: April 13, 2026 Updated with results

SUBJECT: **LSD-2025-0019: Large Scale Development (SOUTH OF N. MARKS MILL LANE AND NORTH OF E. ASH STREET/RAMAY JR. HIGH SCHOOL, 368):** Submitted by CRAFTON TULL for property located SOUTH OF N. MARKS MILL LANE AND NORTH OF E. ASH STREET. The property is zoned P-1, INSTITUTIONAL and contains approximately 26.7 acres. The request is for an approximately 150,000 sq. ft. junior high school with associated track and parking.

RECOMMENDATION:
Staff recommends approval of **LSD-2025-0019** with all conditions as recommended by staff.

MARCH 23, 2026 PLANNING COMMISSION MEETING:
The Planning Commission voted to table this item at the previous Planning Commission meeting. Prior to the April 13 meeting, the Commission wanted to see modified pedestrian and vehicular safety along E. Ash Street, additional sidewalks installed along Marks Mill Lane to connect to this site, and further information about the potential to complete the trail connection along E. Ash Street to Old Wire. Further, the Commission was seeking clarification about any traffic calming opportunities along E. Ash Street, as well as the exploration of a pedestrian connection through E. Overcrest rather than to Marks Mill Lane. In the interim, the applicant provided a response to the Commission's requests, and they are attached to this report. This includes a calculation for a fee-in-lieu option for off-site pedestrian improvements, modifications to Ash Street including additional traffic calming, and modifications to the Ash Street connection itself. Staff's street improvement recommendations have largely stayed the same, overall, but with an added consideration for the additional fee-in-lieu option for off-site pedestrian improvements.

RECOMMENDED MOTION:
*"I move to approve **LSD-2025-0019**, recommending:*

- *In favor of a variance to UDC §172.04(E), which requires that one-way drive aisle widths are a minimum of 12 feet wide.*
- *In favor of a variance to UDC §166.04(B)(4)(f)(i): Sidewalks shall be installed along the property street frontage and along new interior streets according to existing city standards and the Master Street Plan as adopted by the City Council.*
- *In favor of a variance to UDC §166.08(F)(2)(a) Where a curb cut must access the regional link, it shall be located a minimum of 250 feet from an intersection or driveway.*
- *In favor of a variance to UDC §166.08(F) Property that fronts onto more than one (1) public street shall place a higher priority on accessing the street with the lowest functional classification.*

- *In favor of a variance to UDC §172.04(G)(3) Parking pads shall have a maximum of thirty (30) spaces per pad in the HHOD.*
- *In favor of right-of-way dedication,*
- *In favor of street improvements, including an additional condition in line with the applicant's proposed fee-in-lieu assessment for additional off-site pedestrian improvements; and*
- *In favor of all other conditions as recommended by staff."*

BACKGROUND:
The subject property is in central Fayetteville, east of College Avenue, south of where N. Marks Mill Lane terminates, and north of E. Ash Street. Totaling approximately 26.7 acres, the property is zoned P-1, Institutional, and is within the Hillside/Hilltop Overlay District. The property received this zoning designation in December 2025 (Ord. 6944). The site is almost entirely covered with tree canopy and has an approximately 23% slope upward as the property moves eastward away from N. College Avenue. Surrounding land uses and zoning are depicted in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Single-Family Residential	UC, Urban Corridor; NC, Neighborhood Conservation
South	Single-Family Residential	RSF-4, Residential Single-Family, Four Units per Acre
East	Single-Family Residential	RSF-4, Residential Single-Family, Four Units per Acre
West	Commercial	UC, Urban Corridor

Proposal: The applicant requests large scale development approval for an approximately 150,000 sq. ft. junior high school with an associated track, practice football field, and parking. The applicant is requesting several variances to the Unified Development Code as listed below:

- **Variance #1: UDC §172.04(E), which requires that one-way drive aisle widths are a minimum of 12 feet wide.** The applicant is requesting drive aisles that are 10 feet wide.
    - *Staff recommendation: Staff recommends in favor of the applicant's request. In response to the unique traffic and parking considerations for a junior high school, and in response to the topography of the site, the applicant has proposed a one-way drive aisle with angled parking that will double as queuing and parking lanes during school events. Staff finds that reducing the aisle width to 10 feet creates an overall narrower drive aisle throughout the site (reducing the overall width in some places from 36 feet to 30 feet), which leads to less grading and tree removal. Appropriate and adequate fire access will still be maintained.*

- **Variance #2: UDC §166.04(B)(4)(f)(i): Sidewalks shall be installed along the property street frontage and along new interior streets according to existing city standards and the Master Street Plan as adopted by the City Council.** The applicant is proposing a multi-use trail through the property that will run from the primary entrance along N. College to E. Ash Street, and proposes to not install sidewalk along E. Ash Street.
    - *Staff recommendation: Staff is supportive of the requested variance. The applicant's proposed multi-use trail is in line with the City's active transportation plan. The intent of the ordinance is to ensure that sidewalk, where not meeting the City's master street plan, is brought into compliance with new development on properties, to help fill gaps in the sidewalk system, and to promote walkability throughout the City. The applicant's proposed multi-use trail, along with pedestrian crossings along E. Ash ensure that pedestrians are still provided with a similar amount of service through the neighborhood as those who may be using a vehicle*

to travel. The existing Ash St. longitudinal slope is steeper and ranges between 12-18% slope. Therefore, the concrete multi-use trail, which is serving as the sidewalk for the proposed typical section on north side of Ash St, parallels the on-site roadway in order to minimize the longitudinal slope as much as possible. Pedestrians can still walk along Ash St. if the multi-use trail is not directly adjacent on the north side.

- **Variance #3: UDC §166.08(F)(2)(a) Where a curb cut must access the regional link, it shall be located a minimum of 250 feet from an intersection or driveway.** The applicant is requesting a variance to install a curb cut and new driveway within the required 250-foot separation distance along N. College Avenue.
    - *Staff recommendation: Staff recommends in favor of the request. The applicant is currently improving an existing, non-conforming situation with their request. Further, this intersection will be signalized, which should help alleviate conflicts and issues with adjacent driveways.*

- **Variance #4: UDC §166.08(F) Property that fronts onto more than one (1) public street shall place a higher priority on accessing the street with the lowest functional classification.** The property in question has access onto three public streets, with N. College Avenue being the highest classification street. The applicant requests to use N. College as the primary access, while also providing a driveway only E. Ash Blvd, and no driveway onto N. Marks Mill Lane.
    - *Staff recommendation: Staff recommends in favor of the applicant's request. The site in question is an atypical configuration. The intent of the ordinance is to ensure that curb cuts and traffic onto higher classification streets is limited to protect public safety. Typically, this would apply to a standard, corner lot. The overall property in question is currently made up of three large parcels, and access to the site is spread out with multiple parcels, with unique topography and curves in the lower classification streets that are adjacent. The improved intersection, including a traffic light onto E. Poplar, will effectively make their proposed main driveway function as a City street. This is the better alternative, rather than funneling the majority of the traffic into the associated residential neighborhood along Ash Street.*

- **Variance #5: UDC §172.04(G)(3) Parking pads shall have a maximum of thirty (30) spaces per pad.** The applicant's site plan shows a run of parking spaces in the Hillside-Hilltop Overlay District of more than 30.
    - *Staff recommendation: Staff recommends in favor of the applicant's request. The applicant is working with existing grades and is making cuts and fills into the site in line with existing contours. Staff finds the applicant's plan is in line with the intent of the ordinance.*

Right-of-Way to be Dedicated:
N. College Avenue: N. College Avenue is designated as a Regional High Activity Link Street, which typically requires right-of-way dedication in the amount of 48 feet from the street centerline. The applicant intends to dedicate right-of-way in accordance with this standard.

E. Ash Street.: E. Ash Street is classified as residential link street, which typically requires right-of-way in the amount of 52 feet, or 26 feet from street centerline. The applicant intends to dedicate right-of-way in accordance with this standard.

Street Improvements:
N. College Avenue: Staff recommends that the applicant pay fee-in-lieu of sidewalk installation along the N. College Avenue frontage in the amount of $8751.36. This section of N. College is currently under design for improvements, including the installation of a stoplight at the intersection of N. College and E. Poplar. The applicant shall also pay a fee-in-lieu for their contribution of the fourth leg of the stoplight. The applicant also intends to make improvements to the storm drainage at this location. See Engineering memo for full scope.

E. Ash Street: The applicant has requested a variance to the typical street standards along E. Ash Street to not build a sidewalk. The street improvements along E. Ash will include two pedestrian crosswalks with associated RRFB assemblies that will connect into the site. Along the western side, the crosswalks will connect to a pedestrian walkway that ultimately leads into the building. Along the eastern side, the crosswalk ties directly into the trail that veers off and connects to the building as well. The applicant has also provided updated traffic calming measures to E. Ash Street with this submittal. See Engineering memo for full scope.

Multi-use Trail: The applicant is proposing to construct a portion of the Midtown trail through this property that will be encompassed in a multi-use trail easement, and bounded by a split-rail fence that will be constructed from harvested wood from the property. See Engineering memo for full scope.

Marks Mill Lane: The applicant does not propose any street improvements to Marks Mill Lane, but shows a pedestrian sidewalk that leads from Marks Mill Lane to the structure. This is in alignment with the typical parking lot design standards that require a pedestrian connection from the public street to the building's front door.*

*At the March 23 Planning Commission meeting, commissioners voted on an added condition to require the developer to construct sidewalk through the Marks Mill subdivision where not currently in place. In response to this added condition, the applicant has provided an estimate for a fee-in-lieu based on their expected proportionate share of trail users. Staff's recommendation on offsite sidewalk/trail improvements is that the applicant is meeting their proportionate share by constructing the trail across their property. This cost has been estimated at $680,000 and would not typically be required. Since the Commission elects to require additional off-site improvement, staff recommends it be required as a fee-in-lieu to be applied within the typical walkshed of the school, rather than applied solely to one neighboring subdivision.

Access Management/Connectivity: Staff has determined that the proposed development is largely compliant with the City's access management and connectivity standards. 166.25 does not apply to institutional uses.

Design Standards: Staff finds that the proposed development largely complies with pertinent design standards, including those for parking.

Water and Sewer System: There is an existing 12" water main along the west property frontage on College Ave., an existing 8" water main along the southern property frontage along Ash St. and an existing 8" water main that dead ends at the north property frontage along Mark Mills Ln. The plans currently show a new looped connection with 8" and 6" lines between the water lines on Mark Mills and Ash St. for the domestic and fire service needs.

Staff was notified of a recent change made by the Utilities Department to the water system along Mark Mills Ln. This may necessitate a change in the proposed design including possible on-site

pipe re-routing and/or an increase in pipe size. Staff is confident the required fire flow of 1,750 gpm can be provided and this will be worked out through the grading permit process.

There is an existing 15" sewer main along the west property frontage on College Ave. The applicant is planning to extend a new 8" sewer main from it to provide sewer service for the property. The Utilities Department has confirmed there is available sewer capacity in this line.

Parkland dedication or fee in-lieu: N/A; parkland dedication does not apply to non-residential projects.

Tree Preservation:
Canopy minimum requirement: 30% (25%, P-1 Institutional, 5% HHOD)
Existing canopy: 80.6%
Preserved canopy: 43.7%
Mitigation required: 0 (2)-inch caliper trees

Public Comment: Staff have received public comment in opposition and in support of the applicant's request. The majority of the concerns stem from the loss of natural features, concerns about stormwater management, traffic, tree removal, and concerns about adequate public notification. Written comment is attached to this memo.

RECOMMENDATION: Staff recommends approval of **LSD-2025-0019** with the following conditions:

Conditions of Approval:

1. **Planning Commission determination of a variance to UDC §172.04(E), which requires that one-way drive aisle widths are a minimum of 12 feet wide**. *Staff recommends in favor.*

2. **Planning Commission determination of a variance to UDC §166.04(B)(4)(f)(i): Sidewalks shall be installed along the property street frontage and along new interior streets according to existing city standards and the Master Street Plan as adopted by the City Council.** *Staff recommends in favor, with the construction of the proposed street improvements as shown on the applicant's site plan.*

3. **Planning Commission determination of a variance to UDC §166.08(F)(2)(a) Where a curb cut must access the regional link, it shall be located a minimum of 250 feet from an intersection or driveway.** *Staff recommends in favor.*

4. **Planning Commission determination of a variance to UDC §166.08(F) Property that fronts onto more than one (1) public street shall place a higher priority on accessing the street with the lowest functional classification.** *Staff recommends in favor.*

5. **Planning Commission determination of a variance to UDC §172.04(G)(3) Parking pads shall have a maximum of thirty (30) spaces per pad in the HHOD.** *Staff recommends in favor.*

6. **Planning Commission determination of right-of-way dedication.** *Staff recommends right-of-way dedication in the following amounts:*
    a. *N. College Avenue: 48 feet from street centerline*

b. *E. Ash Street: 26 feet from street centerline*

7. **Planning Commission determination of street improvements.** Staff recommends the following improvements:
   a. *N. College Avenue*
      i. *Pay fee-in-lieu for sidewalk construction along N. College Avenue in the amount of $8,751.36.*
      ii. *Pay fee-in-lieu for the project's proportionate share of the fourth leg of the new stoplight at N. College & E. Poplar.*
      iii. *Complete storm-drainage improvements as outlined in the Engineering memo.*

   b. *E. Ash Street*
      i. *Variance requested and supported to not construct a sidewalk along E. Ash Street.*
      ii. *Install two pedestrian crosswalks with RRFBs, connecting to on-site pedestrian routes and the adjacent trail*
      iii. *Implement updated traffic-calming measures per the Engineering memo.*

   c. *Construct the Midtown Trail segment across the property within a multi-use trail easement, including a split-rail fence built from harvested on-site wood.*

   d. *Additional Planning Commission Condition (March 23)*
      i. ~~*Commissioners added a condition requiring sidewalk construction through the Marks Mill subdivision where missing.*~~ Modified this condition
      ii. *Applicant submitted a fee-in-lieu estimate based on proportionate trail-user share.* $49,074
      iii. *Staff recommends that, if an additional off-site fee is required, it be applied within the school walkshed, not solely within one subdivision, noting the applicant is already meeting their proportional share by constructing the on-site trail (estimated cost $680,000).*

8. All remaining comments from Planning and other city divisions shall be addressed prior to permitting;

9. Conditions of approval from Engineering and Urban Forestry are included in the official conditions of approval, attached hereto;

Standard Conditions of Approval:

10. Impact fees for fire, police, water, and sewer shall be paid in accordance with City ordinance;

11. Plat Review and Subdivision comments (to include written staff comments provided to the applicant or their representative, and all comments from utility representatives: Black Hills Energy, AT&T, Ozarks, SWEPCO, and Cox Communications);

12. All mechanical/utility equipment (roof and ground mounted) shall be screened using materials that are compatible with and incorporated into the structure. A note shall be clearly placed on the plat and all construction documents indicating this requirement;

13. Trash enclosures shall be screened on three sides with materials complimentary to and compatible with the principle structure. Containers may also be screened from view of the street by the principal structure or vegetation. Elevations of the proposed dumpster enclosure shall be submitted to the Planning and Solid Waste Divisions for review prior to building permit;

14. All existing utilities below 12kv shall be relocated underground. All proposed utilities shall be located underground;

15. 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;

16. All exterior lights shall comply with the City lighting ordinance. Manufacturer's cut-sheets are required for review and approval prior to issuance of a building permit;

17. All freestanding and wall signs shall comply with ordinance specifications for location, size, type, number, etc. Any proposed signs shall be permitted by a separate sign permit application prior to installation. Freestanding pole signs and electronic message boards (direct lighting) are prohibited in the I-540 Design Overlay District;

18. Large scale development approval shall be valid for one year;

19. Contact the City's Emergency 911 Address Coordinator for addressing prior to building permit;

20. Prior to building permit, a cost estimate for all required landscaping is to be submitted to the Landscape Administrator for review. Once approval is gained, a guarantee is to be issued (bond/letter of credit/cash) for 150% of the cost of the materials and installation of the plants. This guarantee will be held until the improvements are installed and inspected, at the time of Certificate of Occupancy; and

21. Prior to the issuance of a building permit the following is required:
    a. Grading and drainage permits;
    b. Separate easement plat for this project that shall include the tree preservation area and all utility and access easements;
    c. Exterior lighting package must be provided to the Planning Division;
    a. An on-site inspection by the Landscape Administrator of all tree protection measures prior to any land disturbance;
    b. Project Disk with all final revisions; and
    c. Completion of all required improvements or the placement of a surety with the City (letter of credit, bond, escrow) as required by Section 158.01 "Guarantees in Lieu of Installed Improvements" to guarantee all incomplete improvements. Further, all improvements necessary to serve the site and protect public safety must be completed, not just guaranteed, prior to the issuance of a Certificate of Occupancy.

PLANNING COMMISSION ACTION: Required YES			
Date: April 13, 2026	❒ Tabled	❒ Forwarded	❒ Denied
Motion:	**Motion #1:** -Replace condition from March 23 requiring installation of sidewalk along Marks Mill with a new condition for a $49,074 fee-in-lieu for offsite sidewalk improvements. **Motion:** Castin **2nd:** McGetrick 8-0-1 (CABE RECUSED)	**Motion #2:** -Approve with all other conditions as recommended by staff, as listed above, including in favor of all variances. **Motion:** Brink **2nd:** Werner 8-0-1 (CABE RECUSED)
Second:		
Vote:		

BUDGET/STAFF IMPACT:
None

ATTACHMENTS:

- UDC Sections:
  - 166.04 Required Infrastructure Improvements — Development In City Limits
  - 166.08 Street Design And Access Management Standards
  - 172.04 Parking Lot Design Standards
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Staff Memos
  - Engineering Memo
  - Urban Forestry Memo
- Submittal Documents
  - UPDATED EXHIBITS
  - Request Letter
  - Variance Request Letters
  - Site Plan
  - Building Elevations
- Public Comment

166.04 Required Infrastructure Improvements — Development In City Limits

…

(B) *Minimum Improvements by Application Type.* The property owner/developer shall be responsible for constructing the following minimum improvements.

…

(4) *Preliminary/Final/Concurrent Plat; Large Scale Development; Large or Small Site Improvement Plan.*

(a) *Dedication of Right-of-Way.*

(i) *On-Site.* Sufficient right-of-way dedication, to bring those streets which the Master Street Plan shows to abut or intersect the property and new streets proposed interior to the property, into conformance with the right-of-way requirements of the Master Street Plan for said streets, shall be approved by the Planning Commission; provided, the Planning Commission may recommend a lesser dedication in the event of undue hardship or practical difficulties. Such lesser dedication shall be subject to approval by the City Council.

(ii) *Council Acceptance of Streets and Alleys.* The City Council accepts all streets and alleys located in Fayetteville that have been previously approved and accepted as dedications by the Fayetteville Planning Commission. The City Council confirms the acceptance of all such streets and alleys dedicated by developers/owners to the city which have been approved by the Fayetteville Planning Commission.

(b) *Monuments and Lot Stakes.* The surveyor shall cause, preserve, and/or replace monuments and/or lot stakes marking the corners of a parcel to be set in accordance with Section 3.2, General Procedures, of the Arkansas Minimum Standards for Property Boundary Surveys and Plats.

(c) *Streets.*

(i) *On-Site.* Widening the street adjacent to the project frontage and construction of all interior streets to meet Master Street Plan standards. Street grading, base, and paving according to existing city standards and specifications as adopted by the City Council.

(ii) *Off-Site.* Street widening and/or new street construction off-site may be required to address traffic impacts based on the rough proportion and rational nexus of the impacts of the project. Street grading, base, and paving according to existing city standards and specifications as adopted by the City Council.

(iii) *Private Street Name Signs.* Where a structure is addressed on a private street or drive, the developer or property owner(s) shall be required to install, maintain, repair and replace all private street name signs. Any private street name sign existing at the time of passage of this ordinance shall be maintained, repaired and replaced as required by this section. Signs shall meet the standards of the Manual on Uniform Traffic Control Devices (MUTCD) and shall be installed at all street/drive intersections. Unless approved otherwise, all signs shall be retroreflective and utilize a white legend on a green background.

(d) *Curbs and Gutters.*

(i) *On-Site.* Curbs and gutters adjacent to the project frontage according to existing city standards and specifications as adopted by the City Council.

(ii) *Off-Site.* Curbs and gutters off-site may be required to address drainage and/or traffic impacts based on the rough proportion and rational nexus to impacts of the project. Curbs and gutters according to existing city standards and specifications as adopted by the City Council.

(e) *Traffic Signals.* As determined to be needed based on the rough proportionality and rational nexus of the impacts of the development.

(f) *Sidewalks.*

(i) *On-Site.* Sidewalks shall be installed along the property street frontage and along new interior streets according to existing city standards and the Master Street Plan as adopted by the City Council.

(ii) *Off-Site.* Sidewalks may be required to be installed off-site based on the rough proportionality and rational nexus of the impacts of the development.

…

(Code 1965, App. C., Art. III, §A(2), (3); Ord. No. 1979, 2-5-74; Ord. No. 2353, 7-5-77; Ord. No. 2755, 9-1-81; Code 1991, §§159.31, 159.32; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4263, 8-1-00; Ord. No. 4660, 12-21-04; Ord. No. 5152, 7-15-08; Ord. No. 5271, 9-1-09; Ord. No. 5296, 12-15-09; Ord. No. 5374, 12-21-10; Ord. No. 5523, 9-4-12; Ord. No. 5570, 03-05-13; Ord. No. 6116, §1, 11-20-18; Ord. No. 6166, §§1, 2, 4-2-19; Ord. No. 6195, §1, 6-4-19; Ord. No. 6350, §3(Exh. B), 8-18-20; Ord. No. 6426, §1, 4-6-21; Ord. No. 6446, §8(Exh. C), 6-15-21; Ord. No. 6751, §1(Exh. A), 5-21-24; Ord. No. 6833, §6, 1-21-25)

166.08 Street Design And Access Management Standards

(A) *Intent.* These standards are intended to ensure that development is designed to be inherently safe, walkable, and efficient for the facilitation of traffic and pedestrian movements.

(B) *Fitness for Development.* Based on topographic maps, soil surveys prepared by the Department of Agriculture and drainage information from the Future Land Use Plan and the Hillside/Hilltop Overlay District, the Planning Commission may require that steep grades, unstable soil and flood plains be set aside and not subdivided until corrections are made to protect life, health, and property.

(C) *Applicability.* The standards set forth herein shall apply to land which is proposed to be developed with new primary structures and all other developments where the creation of public streets are required, or proposed, or in which new or existing access is created or modified; or developments or expansions containing non-conforming access features which meet the thresholds set forth in subsection (G).

(F) *Access Management.* Safe and adequate vehicular, bicycle, and pedestrian access shall be provided to all parcels. Residential link streets and driveways shall not detract from the safety and efficiency of bordering arterial routes. Property that fronts onto more than one (1) public street shall place a higher priority on accessing the street with the lowest functional classification, e.g., residential and neighborhood links. In a case where the streets have the same classification, access shall be from the lower volume street, or as determined by the City Engineer.

(1) *Curb Cut Separation.* For purposes of determining curb cut or street access separation, the separation distance shall be measured along the curb line from the edge of curb cut to the edge of curb cut/intersection. The measurement begins at the point where the curb cut and intersecting street create a right angle, i.e., the intersection of lines drawn from the face-of-curb to face-of-curb. The measurement ends at the point along the street where the closest curb cut or street intersection occurs; again, measured to the point where the curb cut or intersecting streets create a right angle at the intersection of face-of-curb. In all cases curb cuts shall be a minimum of 5 feet from the adjoining property line, unless shared.

(2) Separation for two (2) family, three (3) and four (4) family, multi-family and nonresidential development.

(a) *Regional and Regional High Activity Links.* Where a street with a lower functional classification exists that can be accessed, curb cuts shall access onto those streets. When necessary, curb cuts along regional links shall be shared between two (2) or more lots. Where a curb cut must access the regional link, it shall be located a minimum of 250 feet from an intersection or driveway.

(b) *Neighborhood Links.* Curb cuts shall be located a minimum of 100 feet from an intersection or driveway. When necessary, curb cuts along neighborhood links shall be shared between two (2) or more lots.

(c) *Residential Links.* Curb cuts shall be located a minimum of 50 feet from an intersection or driveway. In no case shall a curb cut be located within the radius return of an adjacent curb cut or intersection.

…

(Code 1965, App. C., Art. IV, §§C, D, F—H; Ord. No. 1750, 7-6-70; Ord. No. 1801, 6-21-71; Ord. No. 2196, 2-17-76; Ord. No. 2353, 7-5-77; Code 1991, §§159.45, 159.58, 159.51—159.53; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4757, 9-6-05; Ord. No. 4919, 9-05-06; Ord. No. 5156, 8-5-08; Ord. No. 5296, 12-15-09; Ord. No. 5546, 12-04-12; Ord. No. 5642, 12-03-13; Ord. No. 6179, §1, 4-16-19; Ord. No. 6207, §§1—4, 7-16-19; Ord. No. 6244, §1, 10-1-19; Ord. No. 6350, §4(Exh. C), 8-18-20; Ord. No. 6658, §9, 5-2-23)

172.04 Parking Lot Design Standards

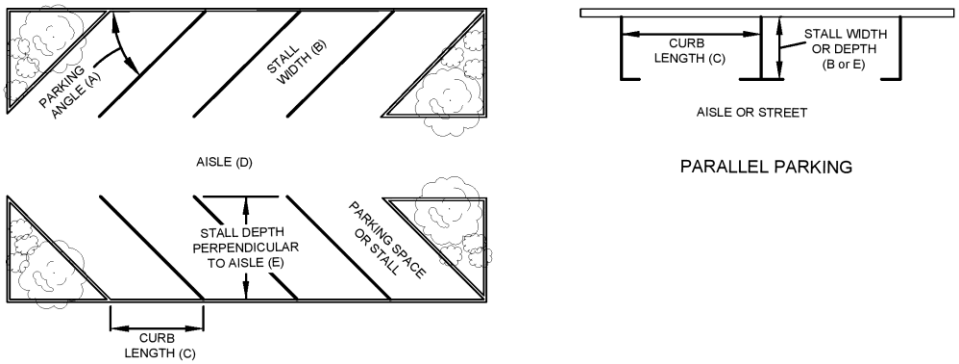
(See: Illustration: Parking Dimension Factors)

…

(E) *Dimensional Requirements.* (See Table 1)

TABLE 1
DIMENSIONAL REQUIREMENTS

Angle (A)	Type	Width (in ft.) (B)	Curb length (in ft.) (C)	One-way aisle width (in ft.) (D)	Two-way aisle width (in ft.) (D)	Stall depth (in ft.) E)
0°	Standard	8	22.5	12	24	8
Parallel	Compact	7.5	19.5	12	24	7.5
30°	Standard	9	18	12	24	17
	Compact	8	15	12	24	14
45°	Standard	9	12.5	12	24	19
	Compact	8	10.5	12	24	16
60°	Standard	9	10.5	18	24	20
	Compact	8	8.5	15	24	16.5
90°	Standard	9	9	24	24	19
	Compact	8	7.5	22	24	15
	Motorcycle/Scooter	3	3	12-24	24	7.5—9



…

(G) *Hillside/Hilltop Overlay District.*

(1) *Separation of Parking Pads in Multi-Family, and Non-Residential Development.* Parking pads shall be separated by a minimum undisturbed area of 15 feet between parking pads. Streets and access drives are permitted to cross this undisturbed area.

(2) *Cut and Fill Slopes.* Parking pads should be encouraged to utilize cut slopes with retaining walls to minimize disturbance.

(3) *Maximum Number of Spaces per Parking Lot for Multi-Family and Non-Residential Uses.* Parking pads shall have a maximum of thirty (30) spaces per pad.

(4) *Parking Lot Location.* Parking lots shall be set back with a minimum of 35 feet of undisturbed area required adjacent to the street right-of-way.

(5) *Multi-Family and Non-Residential Uses.* Developers of multi-family and non-residential uses in the Hillside Overlay District are encouraged to refer to the Hillside Best Management Practices Manual for guidance and direction in the design of their project.

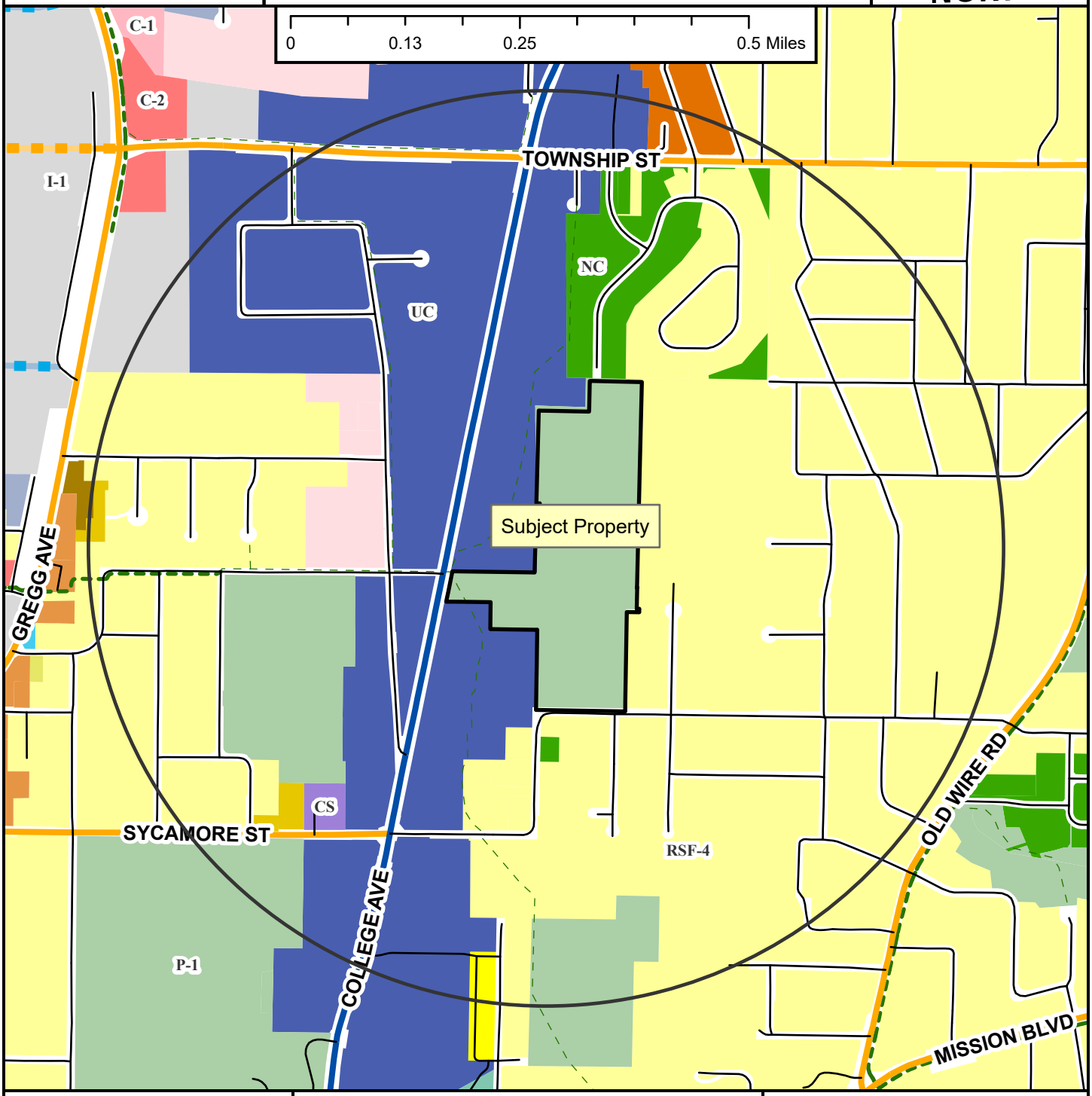
(Ord. No. 4725, 7-19-05; Ord. No. 4855, 4-18-06; Ord. No. 4917, 9-05-06; Ord. No. 5044, 8-07-07; Ord. No. 5079, 11-20-07; Ord. No. 5297, 12-15-09; Ord. No. 5592, 06-18-13; Ord. No. 5680, 4-15-14; Ord. No. 5841, §§1—3, 1-5-16; Ord. No. 5859, §2, 3-15-16; Ord. No. 6325, §1, 6-16-20; Ord. No. 6350, §9(Exh. G), 8-18-20; Ord. No. 6864, §1, 5-6-25)

LSD-2025-0019

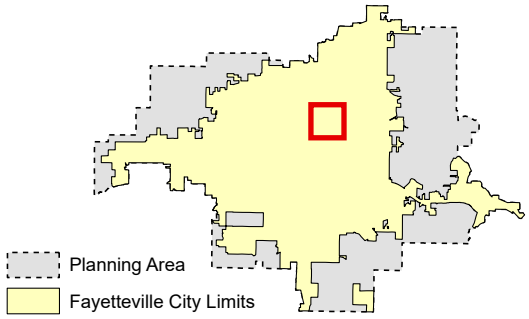
One Mile View

SOUTH OF N. MARKS MILL LANE AND NORTH OF E. ASH

NORTH



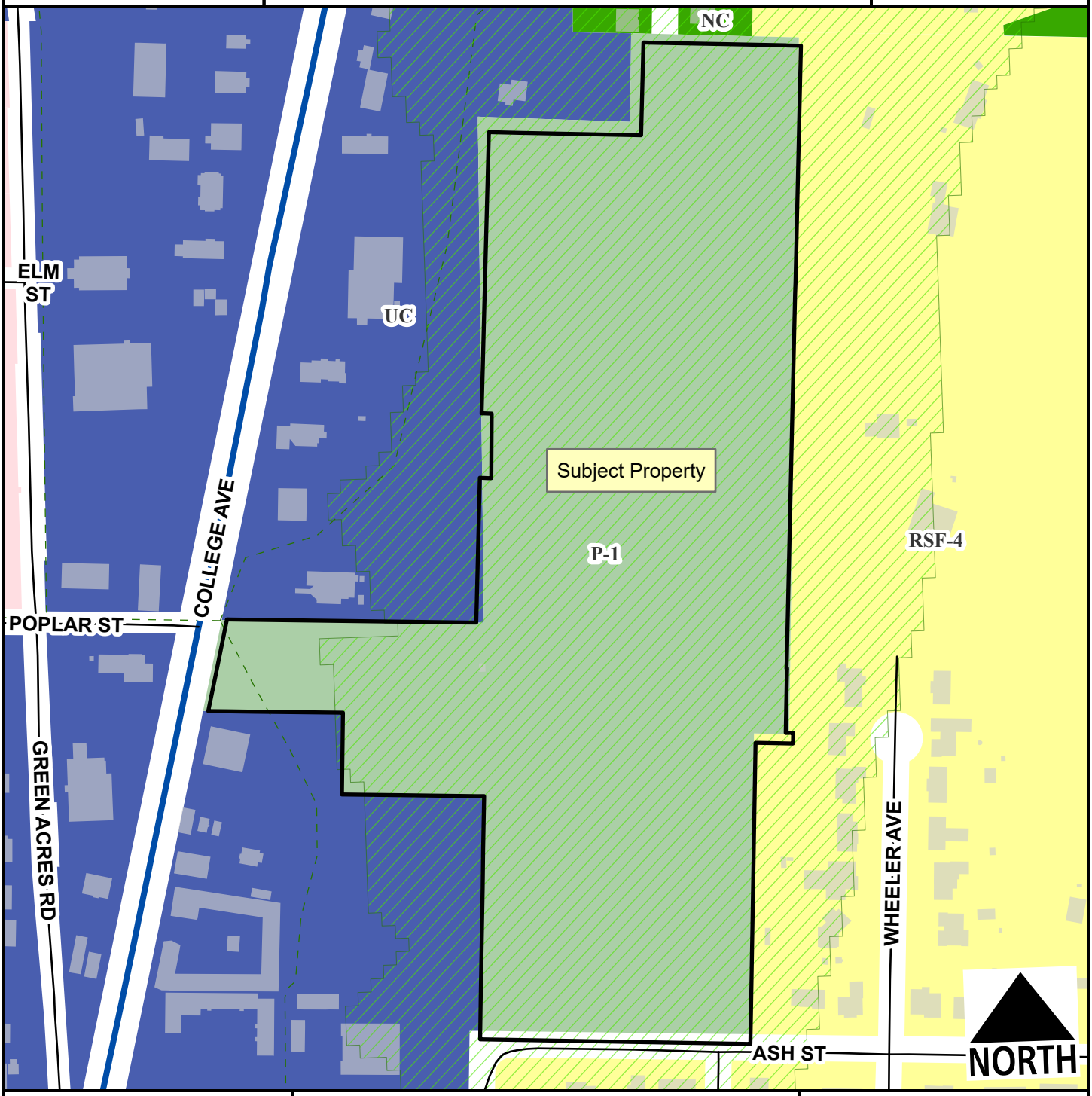
- Neighborhood Link
- Regional Link - High Activity
- Unclassified
- Residential Link
- Planned Neighborhood Link
- Planned Residential Link
- Shared-Use Paved Trail
- Trail (Proposed)
- Fayetteville City Limits
- Planning Area



LSD-2025-0019

Close Up View

SOUTH OF N. MARKS MILL LANE AND NORTH OF E. ASH



Regional Link - High Activity
Residential Link
Hillside-Hilltop Overlay District
Planning Area
Fayetteville City Limits
Trail (Proposed)

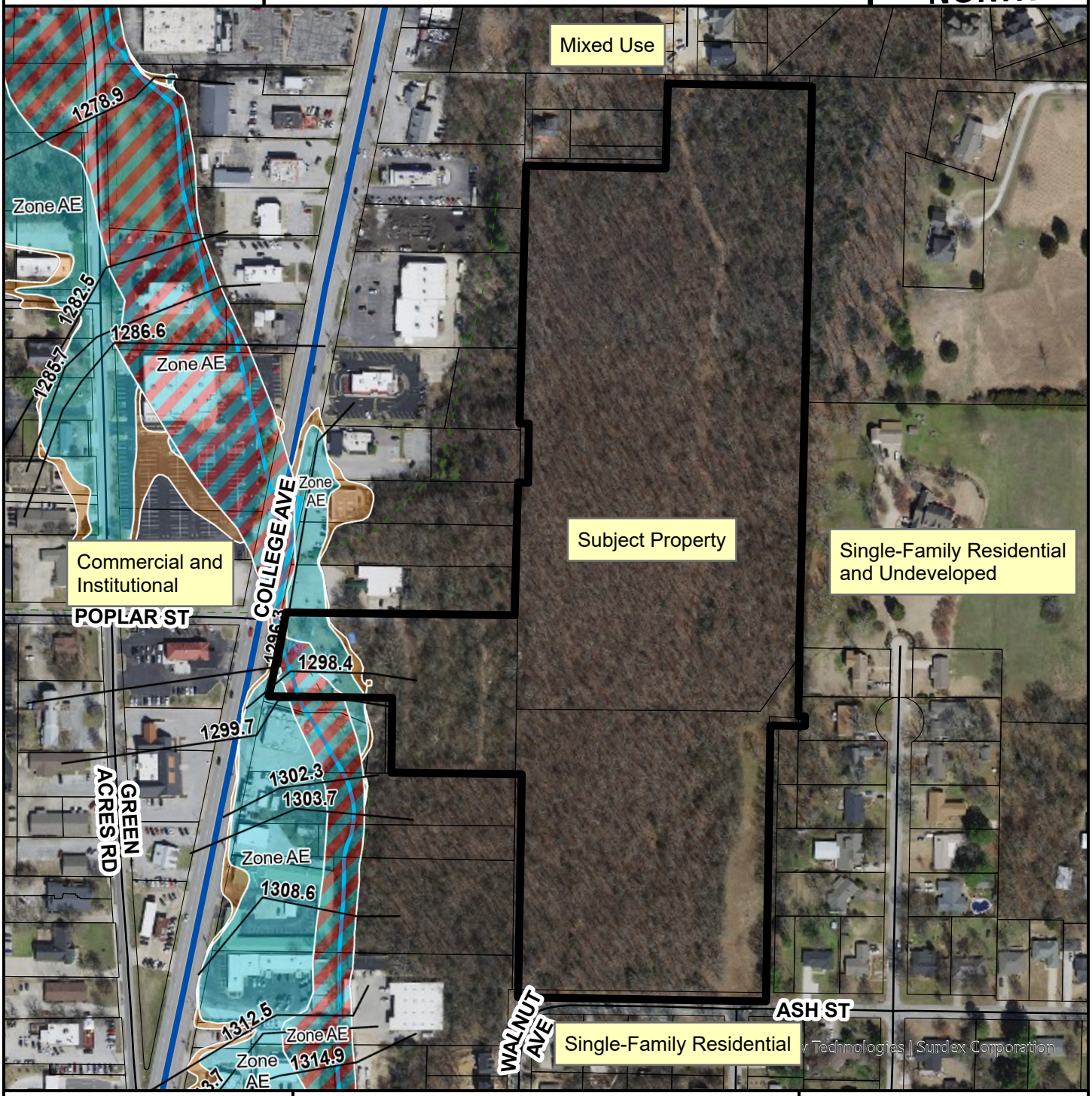
Feet
0 100 200 400 600 800
1:3,300

LSD-2025-0019

Current Land Use

SOUTH OF N. MARKS MILL LANE AND NORTH OF E. ASH STREET

NORTH



- Regional Link - High Activity
- 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: Jessie Masters, Planning Director

FROM: Justin Bland, City Engineer

DATE: ~~March 3, 2026~~ Updated April 9, 2026

SUBJECT: Revised Planning Commission Engineering Comments for LSD-2025-0019

Water: There is an existing 12" water main along the west property frontage on College Ave., an existing 8" water main along the southern property frontage along Ash St. and an existing 8" water main that dead ends at the north property frontage along Mark Mills Ln. The plans currently show a new looped connection with 8" and 6" lines between the water lines on Mark Mills and Ash St. for the domestic and fire service needs.
Staff was notified of a recent change made by the Utilities Department to the water system along Mark Mills Ln. This may necessitate a change in the proposed design including possible on-site pipe re-routing and/or an increase in pipe size. Staff is confident the required fire flow of 1,750 gpm can be provided and this will be worked out through the grading permit process.

Update: After further coordination with the Utilities Department the surrounding system conditions have been confirmed. An 8" water line will be constructed across the site connecting from Mark Mills to Ash St. This will provide adequate domestic and fire flow service.

Sewer: There is an existing 15" sewer main along the west property frontage on College Ave. The applicant is planning to extend a new 8" sewer main from it to provide sewer service for the property. The Utilities Department has confirmed there is available sewer capacity in this line.

Streets: The applicant has street frontage along N. College Ave. and Ash St. where typical street improvements will be required.

- N. College Ave: Since the street along this frontage is already improved, the applicant will be required to donate additional right-of-way and construct an 8' sidewalk per the Master Street Plan. Since the city has a federal Safe Street for All grant to improve this section of College Ave., the city is open to a fee-in-lieu of the actual construction of this sidewalk. This would allow the city's contractor to construct this sidewalk with the street project which would likely provide a more cohesive result. The fee for this, based upon current ArDOT average prices, is (106' x 8' x $10.32 sq. ft.) **$8,751.36.**
- Ash St: The applicant is proposing to widen the northern side of the street to meet the Residential Link standards. Due to the applicant constructing 12' wide public trail across the property in the vicinity of Ash St. they have asked for a variance to not construct the sidewalk along this frontage because it would be redundant. There is also existing sidewalk on the south side of Ash St.

The applicant shows two driveway connections to Ash St. The eastern drive, which aligns with Rayview Dr., is intended to only be used for emergency access. The drive will be gated with a Knox box so that emergency services can utilize when needed. The second drive will be at the corner of Ash St. and Walnut Ave. This drive will be two-way and open to the public.

This section of Ash St. will be designated as school zone with a speed limit of 20 mph when children are present. This is slightly slower than the posted speed limit of 25 mph.

Update: The applicant has proposed the following changes to the Ash Street corridor in response to feedback at the previous meeting:

- The western driveway connection to Ash St. has been shifted west to provide better line of sight along Walnut St.
- The proposed widening of Ash St. to meet Master Street Plan width requirements has been removed and the current proposal is to leave road at existing width. This is a proposed traffic calming measure as wider lanes encourage faster vehicular speeds.
- Speed cushions are now proposed on Ash St. and Walnut St. prior to the crosswalks to encourage slower vehicular speeds.

Engineering staff does not object to these new additions to the plans.

Sidewalk/Trail Connections: The project proposes a 12' multi-use trail across the site that connects to College Ave. and Ash St. This trail will be an extension of the Mid-Town Trail that currently ends further to the west along Poplar St. The trail will be open to the public 24 hours a day. It will have a split rail fence on its northern edge to discourage people from leaving the trail and encroaching onto the school property. At College Ave., the trail will have a crosswalk that is provided by the traffic signal the city will be installing as part of the Safe Streets for All grant. This crosswalk will be provided whether the Ramay project is approved or not. On Ash St. the trail will be extended offsite approximately 70' to the east to the crest of the hill. The Engineering Active Transportation team walked this corridor to confirm the safest location for this crossing. The crossing will be protected with RRFBs and advanced signage. There is also a crosswalk at the intersection of Ash St. and Walnut St. Again, city staff walked the area and confirmed this is the safest location. This location will also be protected by a RRFBs and advanced signage.

An additional sidewalk connection will be made from the project to the north at Mark Mills Ln.

Update: Regarding the Planning Commission's condition for sidewalks on Marks Mill Ln. and the trail along Ash St., the applicant has provided an estimate for a fee-in-lieu based on their expected proportionate share of trail users. Staff's recommendation on offsite sidewalk/trail improvements is that the applicant is meeting their proportionate share by constructing the trail across their property. This is cost has been estimated at $680,000 and would not typically be required. If the Commission elects to require an additional fee for off-site sidewalk/trail improvements, staff recommends for the fee to be applied within the typical walkshed of the school, rather than applied solely to one neighboring subdivision.

Traffic: A traffic impact study was prepared for this project which considered existing conditions, anticipated 2029 conditions (when the school would be opening) without the additional school traffic and total 2029 conditions with the additional school traffic. Three existing intersections were analyzed: Poplar/College, Sycamore/College and Old Wire/Ash. In addition, the driveway connection at Ash/Walnut was analyzed as a stop sign controlled intersection in the 2029 total traffic condition.

Overall, the traffic signal all operated with a LOS of A or B in all scenarios. However, as shown below, certain legs of the intersection do perform worse. Here is a breakdown of the intersections:

- College/Poplar: This intersection, which is currently unsignalized, has a failing LOS on the side street. This makes sense as it is currently stop sign controlled. As part of the Safe Streets For All grant, a traffic signal will be installed at this location whether the Ramay project continues forward or not. The city's plans for this intersection is a three-legged intersection. Since the school district will be need a fourth leg added to the intersection, staff is recommending an assessment for the cost of this leg. Staff typically estimates a traffic signal to cost $500,000, so a fee of approximately $125,000 would be expected. Since the street project will be proceeding at a similar timeline to the school, staff can bid the traffic signal in a manner to provide an accurate bid cost for the assessment. Staff recommends this approach to determine the assessment which shall be paid prior to the Certificate of Occupancy for the school.
- Sycamore/College: According to the traffic study, there is no degradation in the LOS for this intersection. Therefore, no improvements or assessments are recommended.
- Old Wire/Ash: According to the traffic study, there is no degradation in the LOS for this intersection. Therefore, no improvements or assessments are recommended.

Intersection	Type of Traffic Control	AM Peak Hour					Afternoon Peak Hour					PM Peak Hour				
		Critical Approach			Intersection		Critical Approach			Intersection		Critical Approach			Intersection	
		Approach	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS	Approach	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS	Approach	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS
2025 Existing Traffic																
Poplar Street and College Avenue	TWSC / E/W Stop	EB	57.1	F	4.1	A	WB	28.5	D	0.6	A	EB	35.3	E	1.5	A
Sycamore Street and College Avenue	Signalized	WB	20.7	C	17.2	B	WB	26.6	C	14.8	B	WB	26.8	C	15.4	B
Old Wire Road and Ash Street	TWSC / E/W Stop	EB	23.7	C	4.8	A	EB	14.1	B	2.9	A	EB	18.8	C	4.4	A
2029 Background Traffic																
Poplar Street and College Avenue	TWSC / E/W Stop	EB	87.5	F	6.2	A	WB	31.8	D	0.7	A	EB	46.2	E	1.9	A
Sycamore Street and College Avenue	Signalized	WB	22.1	C	18.2	B	WB	28.9	C	15.6	B	WB	29.3	C	16.2	B
Old Wire Road and Ash Street	TWSC / E/W Stop	EB	29.7	D	5.7	A	EB	15.1	C	3.1	A	EB	21.7	C	4.9	A
2029 Background Traffic - with Improvements																
Poplar Street and College Avenue	Signalized	EB	21.5	C	9.6	A	EB	17.1	B	5.2	A	EB	22.4	C	8.0	A
2029 Total Traffic																
Poplar Street and College Avenue	Signalized	EB	16.2	B	8.6	A	WB	19.2	B	7.3	A	EB	21.5	C	8.0	A
Sycamore Street and College Avenue	Signalized	WB	24.6	C	19.7	B	WB	30.6	C	16.6	B	WB	29.6	C	16.3	B
Old Wire Road and Ash Street	TWSC / E/W Stop	EB	28.6	D	6.8	A	EB	16.5	C	4.6	A	EB	22.7	C	5.4	A
West Drive and Ash Street	TWSC / S Stop	SB	12.7	B	2.2	A	SB	11.1	B	2.8	A	SB	10.9	B	0.6	A

Natural Features: The project encroaches into the flood plain where the proposed driveway connects to College Ave. The City of Fayetteville has standards that are stricter than FEMA in these situations which include that the improvements show no increase to the floodplain elevation, flood flows or flood velocity and provide compensatory storage for any area of the floodplain that is filled in. The applicant has provided a flood study which indicates a No Adverse Impact that meets those requirements. In addition, the applicant is providing compensatory storage by excavating an area adjacent to the channel. A detailed review of the flood study will be performed during the grading permit review process

This same area of the property is in a stream side protection zone. To avoid an additional discharge point in this zone, the applicant has provided a design that allows the piped stormwater to either tie directly into the culvert beneath the drive or be converted back to sheet flow prior to entering the stream side management zone. The applicant is proposing to extend the existing culvert beneath College Ave. by 25' upstream in order to build the driveway over the drainage channel. To offset this, the applicant will be removing existing culvert that is upstream on their property. To meet streamside requirements, the applicant will be restoring this section of channel back to a "native stream section." This includes adding native stone bank protection, native stream plantings and trees.

Drainage: The development must meet the four minimum standards outlined in the City's Drainage Criteria Manual. The first criteria for water quality is met by several different methods. The southern portion of the site around the football field will drain through isolator rows in the underground detention, much of the rest of the site will be addressed with bio-retention ponds and permeable pavers and the western portion of the site will have a trench drain across the drive that drains through an Aquaswirl unit. Minimum Standards 2-4, which are for channel protection volume and stormwater detention, are proposed to be met with a series of under and above ground detention ponds. These start with a large underground detention basin beneath the football field. This pond then discharges and is piped to a series of above ground ponds that stairstep down the western side of the property along the driveway to College Ave. By stair stepping these ponds down the steep hillside, the velocities will be controlled which will reduce any erosion potential. A detailed review of the drainage improvements will be performed during the grading permit review process.

More generally speaking on the stormwater, there are three pre-development drainage areas: a northern area, a middle area and a southern area. It's important to note that all the proposed impervious improvements (with the exception of the sidewalk connection to Mark Mills Ln.) will be captured in this middle area and drained down the school's property that connects to College Ave. These means that the northern and southern drainage areas that exist after the school is built, will drain as they currently do without any builindgs/parking/ets. This was specifically requested by city staff to avoid any negative impacts on downstream properties. With this approach any erosion issues or changes in drainage patterns will be entirely on the school's properties.

Plan Comments:

1. The applicant will need to continue coordinating with the Utilities Department to adjust water system design to ensure a fire flow of 1,750 gpm is provided.

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: Bethany Douglas, Urban Forester

CC: Jessie Masters, Planning Director

Meeting Date: February 16, 2026

Subject: LSD-2025-0019: Ramay Junior High (N Marks Mill Rd)

1. Submittal Requirements	Yes	No	N/A
Pre-Application Meeting 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

Tree Preservation Calculations Square Feet

	Square Feet	Percent of site
Total Site Area *Minus Right of Way and Easements	1,095,727	100%
*Zoning Designation * Select Below with drop down arrow*		
P-1, Institutional	273,932	25%
*HHOD * Select Below with Drop Down Arrow*		
Yes	54,786	5%
Total Canopy for Minimum Preservation Requirements	328,718	30.0%
Existing Tree Canopy * Minus Right of Way and Easements	882,991	80.6%
Tree Canopy Preserved	478,952	43.7%
Tree Canopy Removed *On Site	404,039	36.9%
Tree Canopy Removed *Off Site	0	
Tree Canopy Removed Total	404,039	36.9%
Removed Below Minimum	**0**	
Mitigation Requirements	**0**	

3. Mitigation Requirements	Canopy below requirement	Number of 2” caliper trees to be planted
High Priority		0
Low Priority		
Total Mitigation Trees Required		**0**

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**	
b.	Property Boundary	**Yes**	
c.	Natural Features (100ft beyond limits of disturbance)	**Yes**	
d.	Existing Topography and Proposed Grading	**Yes**	
e.	Soil Types	**Yes**	
f.	Significant Trees	**Yes**	
g.	Groupings of Trees	**Yes**	
h.	Table Inventory List (species, size, health, priority)	**Yes**	
i.	All Existing and Proposed Utilities	**Yes**	
j.	All Existing and Proposed Utility Easements and ROW's	**Yes**	
k.	All Streams (with approximate center line)	**N/A**	
l.	Floodplains and floodways	**Yes**	
m.	Existing Street, Sidewalk or Bike Path ROW	**Yes**	
n.	Submitted Site Analysis Plan (if required)	**N/A**	
o.	Shows ALL Proposed Site Improvements	**Yes**	
p.	Delineates trees/canopy to be preserved and removed	**Yes**	
q.	Tree Preservation Easement/s shown for LSD, LSIP and Commercial PPL projects	**Yes**	
Tree Protection Methods			
a.	Tree Protection Fencing	**Yes**	
b.	Limits of Root Pruning	**Yes**	
c.	Traffic flow on work site	**Yes**	
d.	Location of material storage	**Yes**	
e.	Location of concrete wash out	**Yes**	
f.	Location of construction entrance/exit	**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	**1-28-26**	**2-16-26**
Approved		
Tabled		
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: Bethany Douglas, Urban Forester

CC: Jessie Masters, Planning Director

Meeting Date: February 16, 2026

Subject: LSD-2025-0019: Ramay Junior High (N Marks Mill Rd)

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 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. Wheel Stops/Curbs *UDC Chapter 177.04B1*	X		
b. Narrow Tree Lawn (8' min. width, 37.5' length) *UDC Chapter 177.04C*	X		

c.	Tree Island (8’ min. width, 18.7’ min length OR 150 square feet) *UDC Chapter 177.04C*	**X**		
d.	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). *UDC Chapter 177.04D2a*			
b.	Side and Rear Property Lines (5’ Wide Landscape Area) *UDC Chapter 177D1*	X		
c.	Shade trees planted on south and west sides of parking lots *UDC Chapter 177.04D2e*			**X**
d.	Screening of parking lot from adjacent residential properties and the street.			**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 Subdivisions0 Written description for method of tracking planting *UDC Chapter 177.05A4e*			**X**
5.	**Landscape Requirement Totals**		**Amount**	
	Mitigation Trees		**N/A**	
	Parking Lot Trees		**13**	

Street Trees	**22 total needed – all existing**
Detention Pond – Large Trees (1 Tree/3,000 square feet)	**8 (existing)**
Detention Pond – Small Tree/Large Shrub (4 small trees or large shrubs/3,000 square feet)	**24**
Detention Pond – Small Shrubs/Large Grasses (6 shrubs or grasses (1 gallon)/3,000 square feet)	**48**

6. Review Status (See Comments)	**Tech Plat**	**Planning Commission**
Conditionally Approved	**2-11-26**	**2-16-26**
Approved		
Tabled		
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.

Crafton Tull
architecture | engineering | surveying

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UPDATED INFORMATION
PROVIDED BY APPLICANT

April 6th, 2026

City of Fayetteville Planning Division
Attn: Jessie Masters & Planning Commission Chairman
113 W Mountain St
Fayetteville, AR 72701

Re: Planning Commission – LSD 2025-0019
Ramay Junior High
Rational Nexus for Offsite Sidewalk & Trail improvements
Responses to Comments from Commissioners at 3/23 PC Meeting
CT Job #: 24303600

Dear Ms. Masters,

In response to the Planning Commission's requests, the Fayetteville Public School District is providing additional information, design revisions, and cost estimates for offsite improvements as follows:

- Exhibit 1: Updated Ash St Improvements, Connection Design, and Signage Plan
  - Adds speed cushions at the top of the hill on Ash St and on Walnut prior to the pedestrian crossing, provides improved sight lines at the connection to Ash at Walnut, and removes street widening, which will help to reduce traffic speeds
- Exhibit 2: New Ramay Junior High's "Preferred Walk Zone" + Trail User Calcuation
  - This area will not typically be served by busses. A conservatively high assumption of future student residences within this area has been used to calculate the percentage of annual trail users generated by the proposed school.
- Exhibit 3: Recent Trail User Counts from Old Wire Cycle-Track (Trail)
- Exhibit 4: Trail Cost Estimates and Percentage Calculations
- Exhibit 5: Ash St Trail Fee in Lieu Calculations
- Exhibit 6: City's Trail Construction Funding Timeline
- Exhibit 7: Summit Place Sidewalk Length and Cost Calculations
- Exhibit 8: Marwood Place Sidewalk Length Calculations

The requested offsite pedestrian accommodations are estimated at the amounts below:

Cost of offsite sidewalk on Marks Mill & Marwood:	$ 22,044
Cost of offsite trail on Ash St:	$ 266,628
Total cost of offsite sidewalk improvements:	**$ 288,672**

Using City trail user data and student residences within the District's preferred walk zone, a rough proportionality assessment determines that **22.4%** of future trail users would be generated from the proposed new Ramay Junior High School at full capacity. At the calculated total cost of $ 288,672, this equates to **$ 64,663**.

The School District's proposal is already providing +/- 1,585 LF of 12' trail per the design requests of the City's Active Transportation Manager. Given the steep site conditions, the site contractor is estimating that the retaining walls and earthwork to provide this trail section is approximately **$680,000**. This connection will link across College Avenue to connect Fayetteville's two most significant north-south trail corridors – the Razorback Greenway and the Old Wire cycle-track – over a steep ridge at not more than 10% grade.

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If so required by the Planning Commission as a condition of approval for LSD-2025-0019, the School District is willing to pay an additional proportional share of off-site improvements, up to the calculated fee in lieu of **$65,000**.

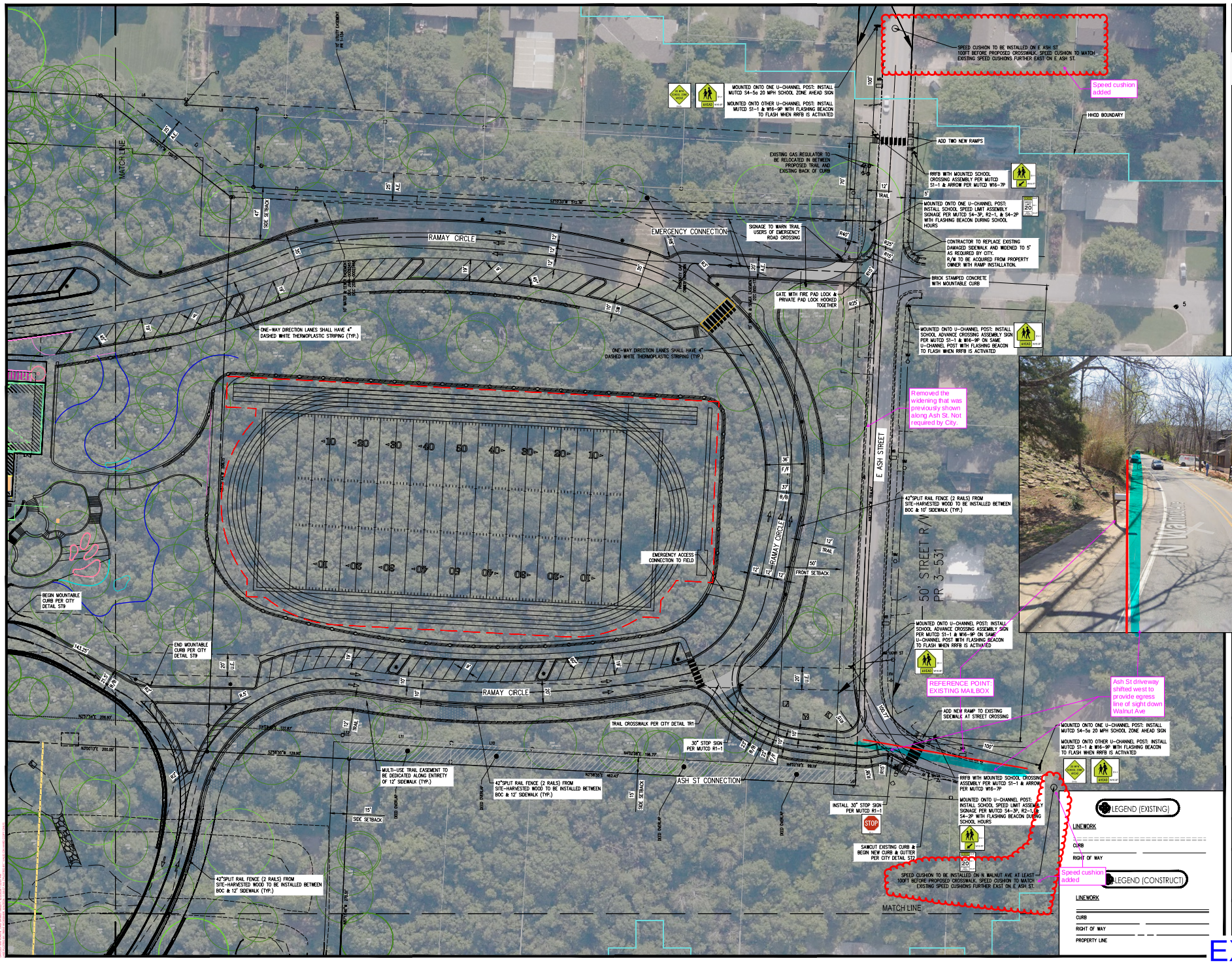
For specific responses to comments from planning commissioners at the 3/23/2026 PC meeting, please see below in red:

- *Ash Street Connection*
  - Shifted west to allow egress traffic line of sight down Walnut
  - See attached updated Site Plan B C-103 with Aerial imagery
- *Additional traffic calming opportunities on Ash*
  - Removed widening of Ash, not required by City and keeping the narrow road will help with traffic calming
  - Added speed cushions on Walnut and Ash, ahead of the proposed crosswalks
  - See attached updated Site Plan B C-103 with Aerial imagery
- *Additional information about how student bussing works (distance from school, etc).*
  - See attachment showing the preferred walk zone where kids will not typically be bused to school. This zone was delineated by the FPS transit department. On the day of opening an estimated maximum of 25 kids will walk, bike, or have their parent's drop off within this proposed preferred walk zone. A highly conservative future maximum of 50 students has been used to calculate trail uses generated.
- *Cost estimates for trail connection to Old Wire*
  - See attached exhibit pages with rational nexus calculation, with a fee in lieu cost of $266,628.
  - 22.4% of this fee would be = $59,724.67
- *Finishing out the 4-foot sidewalks through Marks Mill (cost estimates, etc).*
  - See attached exhibit which calculates the missing sidewalk to-date on west side only of Marks Mill Ln & Marwood Ave, totaling 2,136 sq ft, establishing fee in lieu amount of $22,044.
  - 22.4% of this fee would be = $4,937.86
- *Clarifying any traffic study questions*
  - Nathan Becknell, Traffic Engineer, to address at 4/13 PC.
- *All other comments issued by City staff on previous submittals*
  - All other comments by Staff have been addressed

Respectfully,

_____

Trent Woessner, P.E.
Civil Project Engineer
Crafton Tull





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LANDSCAPE ARCHITECTURE
PRISM DESIGN STUDIO CRAFTON TULL
300 N. 47TH ST, SUITE 400
ROGERS, AR 72756

STRUCTURAL ENGINEERING
SSE ENGINEERING GROUP
1300 S BOULDER AVE, SUITE 1100
TULSA, OK 74119

MEP OF RECORD
ESMA ENGINEERING & CONSULTING
24646 E. JOYCE BLVD, SUITE 1
FAYETTEVILLE, AR 72703

GRAPHIC SCALE IN FEET
30' 0 30'

Planning Commission
April 13, 2026

LSD-2025-0019 (RAMAY JR HIGH)

Page 27 of 71

No.	Description	Date

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PROJECT NO. 24303600
ISSUE DATE 02/26/26
CONTACT W. BURGESS
DC Doc.
SC Date

ISSUED FOR REVIEW

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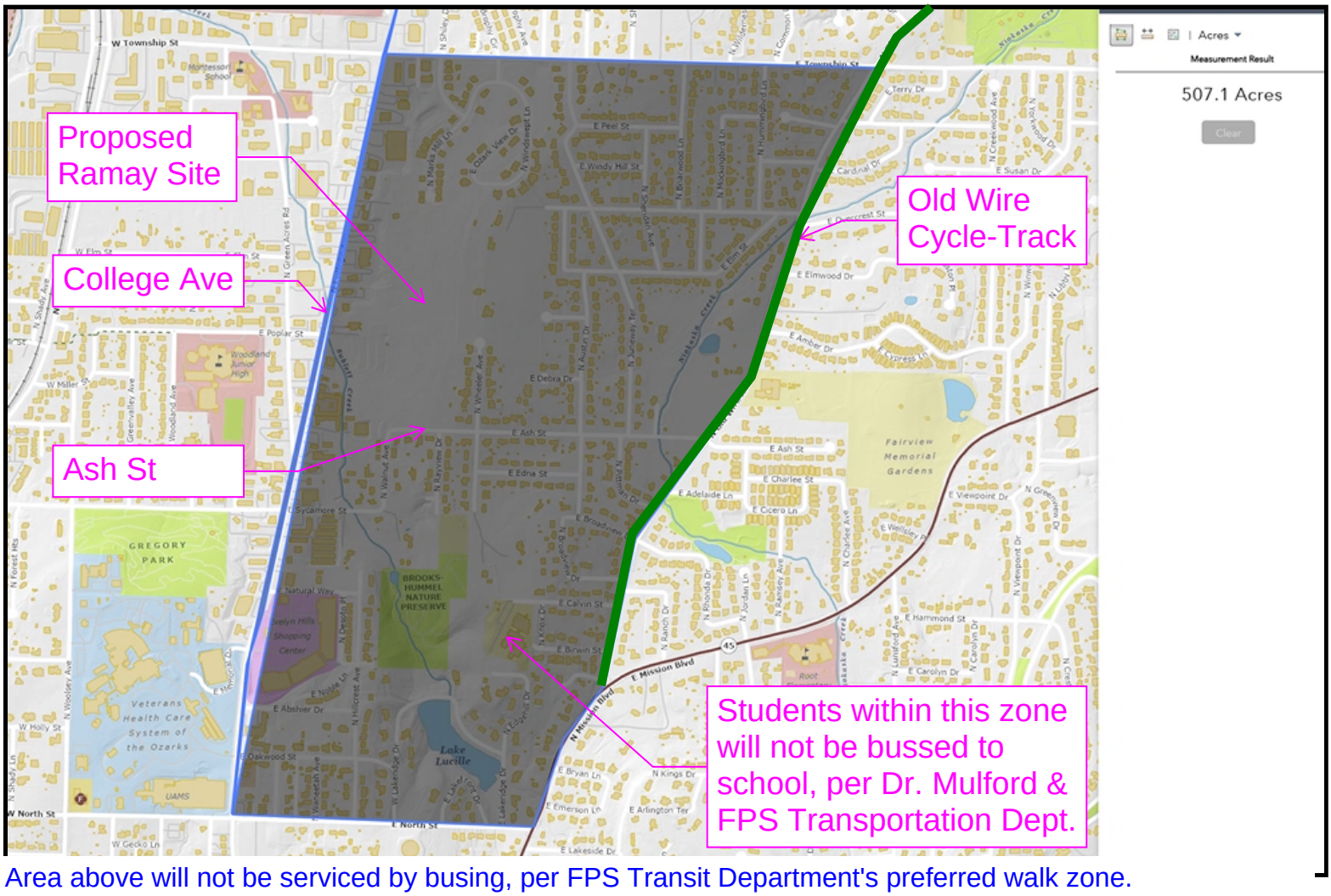
STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
No. 23100
TRENT R. WOESSNER

SITE PLAN B

EXHIBIT 1



Area above will not be serviced by busing, per FPS Transit Department's preferred walk zone.

School is in session 169 days, which is 8.45 months. A maximum of **25 students** will walk, bike, or have their parent's drop off within this preferred walk zone. To account for **future student population growth**, this maximum is increased to 50 students. And, it's conservatively assumed that all **50 students** will use the trail to walk or bike to school.

(50 students using the trail to get to school) x (169 days/year) = 8,450 trail users/year generated by the school.

(8.45 months x 3,438 users/month) = 29,501 trail users per year (WHEN SCHOOL IS IN SESSION)
(3.55 months x 2,311 users/month = 8,205 trail users per year (WHEN SCHOOL IS NOT IN SESSION)
Annual trail usage generated by the City is approximately 37,706 users = (29,501 users + 8,205 users)

Therefore, the proportional share of school's trail usage equals **22.4%** = (8,450 users generated by school / 37,702 users generated by City).

EXHIBIT 2

[External] RE: Trail User Data Recent

MM

Mihalevich, Matthew <mmihalevich@fayetteville-ar.gov>
To Trent Woessner; Eifling, Dane
Cc Kelly Freeman; Wes Burgess

Reply

Trent,
Here is monthly trail user counts from the Old Wire trail. This should be a realistic comparison.

Monthly traffic

January 1, 2025 - December 31, 2025

Date	Old Wire Cycle Track
January 2025	1,667
February 2025	2,280
March 2025	3,620
April 2025	3,428
May 2025	4,187
June 2025	4,389
July 2025	4,137
August 2025	4,509
September 2025	2,728

Trail user counts received from City Active Transportation Manger, Matt M.

Average monthly: 3,438 users

EXHIBIT 3

The cost to build the 12' trail on site is approximately $680,000

The fee in lieu for 12' trail offsite along Ash St is approximately $266,628

Therefore,

Total cost to install trail from College to Old Wire = $946,628

School District is already paying for 72% (on-site trail).

School District's proportional impact per trail user data is approximately 22.4%.

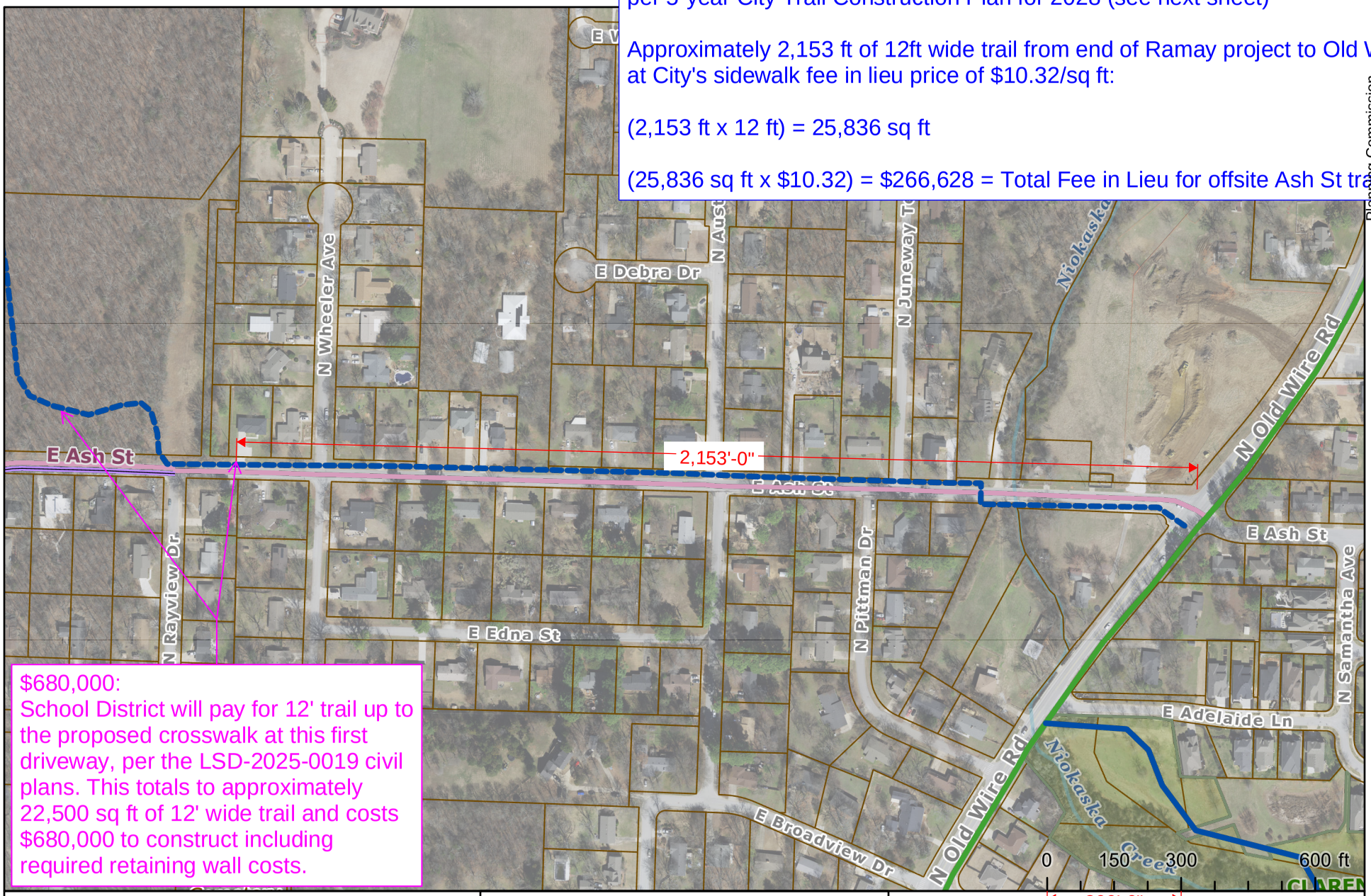
EXHIBIT 4

Ash St Trail to Old Wire:
per 5-year City Trail Construction Plan for 2028 (see next sheet)

Approximately 2,153 ft of 12ft wide trail from end of Ramay project to Old Wire at City's sidewalk fee in lieu price of $10.32/sq ft:

(2,153 ft x 12 ft) = 25,836 sq ft

(25,836 sq ft x $10.32) = $266,628 = Total Fee in Lieu for offsite Ash St trail.



$680,000:
School District will pay for 12' trail up to the proposed crosswalk at this first driveway, per the LSD-2025-0019 civil plans. This totals to approximately 22,500 sq ft of 12' wide trail and costs $680,000 to construct including required retaining wall costs.

Future Trail (Conceptual)
Future Trail (Adopted Plan)
Park Outline
Shared Roadway
Climbing Lane
Regional Network

Ash Trail Fee in Lieu Exhibit

Fayetteville, AR

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Map Author:

EXHIBIT 5

CITY OF FAYETTEVILLE ARKANSAS

ATAC Approved 12/10/25

2026 - 2031 Proposed Shared-Use Paved Trail Construction Projects

2026

		Prioritization Score*	Funding	Rank	Ward	Feet	Miles
Hamestring Creek Trail	Salem Rd. to Rupple Rd. (1 Bridge)	45.5	Trail CIP	13	4	2,386	0.45
Wedington Trail	Futrall Dr. to West End	N/A	Trail CIP	N/A	2	593	0.11
Alberta Trail	Connection to Farmington Trails	36.3	Trail CIP	22	1	1,816	0.34
Drake Trail Extension to Gordon Long (Contractor)	Gordon Long Park to College Ave. (Includes a bridge over Scull Creek)	49.5	TAP Grant	11	3	4,535	0.86
Maple Street Cycle Track (Contractor)	Razorback Greenway to Garland Ave.	53.8	Safe Streets For All / U of A	3	2	2,699	0.51
Garland Avenue (Contractor)	Poplar to Drake St.	N/A	Trans. Bond & ARDOT	N/A	2	4,554	0.86
Highway 112 (Garland Ave./Howard Nickell) (ARDOT Project)	Truckers Drive to Howard Nickell Includes Clabber Creek Tunnel	N/A	ARDOT & Grants	N/A	4	6,373	1.21
Tsa La Gi Trail (Hwy 62 MLK & I-49) ARDOT Project	Best Way to Lefler Ln. & Shiloh Trail from MLK to 15th St. overpass to Town Branch	56.7	ARDOT & Grants	1	1	9,102	1.72
White River Greenway (River Commons)	St. Paul Trail to Dead Horse Mtn.	N/A	CPRG Grant Funded	N/A	1	12,856	2.43
			In-house Constructed:		0.91	Year Total	9.35

2027

Persimmon Trail (Owl Creek Trail)	Betty Jo to Rupple Road	46.2	Trail CIP	12	4	1,959	0.37
Hwy 62 (MLK Jr. Blvd.) (Schedule dependent on ARDOT)	Lefler Ln. to Rupple Road and Ozark Trail	56.7	2026 Trail Bond & Developer Build	1	1	3,574	0.68
South of Huntsville Connection	Teal to Fairlane & Swift to Jaybird Floodway issues	50.6	Trail CIP	7	1	884	0.17
Trail Reconstruction	Scull Creek Trail (Frisco to Meadow Valley)	N/A	TAP Grant	N/A	2	6,200	1.17
			In-house Constructed:		2.39	Year Total	2.39

2028

Skillern Rd. (Sidepath South Side)	Crossover Rd. to Charleston Crossing	44.2	Trail CIP	23	3	2,320	0.44
Midtown Trail (Ash Side Path)	Woodland to College & Rayview Dr. to Old Wire	52.6	2026 Trail Bond & Ramay School	12	4	2,785	0.53
Clabber Creek Trail	Truckers Drive to Highway 112	47.8	Developer Build	11	4	1,753	0.33
Mission Blvd. Trail (Phase 3)	South of Rush Dr.to Maple St.	49.3	Future Grant Funding	10	2	2,092	0.40
Old Wire/Old Missouri Trail	Gulley Park to Rolling Hills (Includes Hilldale Connection & Crosswalk)	50.9	Undetermined	6	3	3,916	0.74
Trail Reconstruction	Various Locations	N/A	Trail CIP/Bond	N/A	N/A	2,500	0.47
			In-house Constructed:		1.61	Year Total	2.91

2029

Shiloh Trail (Wedington to MLK) & Old Farmington to Centennial Park	ARDOT Permit - Watching for Development to occur	52.5	Trail CIP	5	4	7,359	1.39
Mt. Comfort Side Path	Salem Rd. to I-49	45.5	Undetermined	13	4	4,845	0.92
Trail Reconstruction	Various Locations	N/A	Trail CIP/Bond	N/A	N/A	2,500	0.47
			In-house Constructed:		1.87	Year Total	2.78

2030

Markham Hill Trail Connector	Razorback Road to Cross Ave.	41.3	Trail CIP	17	4	1,500	0.28
Shiloh Trail (Moore Ln. to Wedington)	ARDOT Permit & Bridge over Hamestring Watching for Development to occur	52.2	Trail CIP	3	4	5,955	1.13
Trail Reconstruction	Various Locations	N/A	Trail CIP	N/A	N/A	2,500	0.47
			In-house Constructed:		1.89	Year Total	1.89

2031

Owl Creek Trail	Existing trail end west of Rupple Rd. to Broyles Road	46.2	Trail CIP	12	4	2,767	0.52
St. Paul Trail	Razorback Gwy. to St. Paul Trail (includes replacement of existing trail)	44.8	Undetermined	14	1	9,574	1.81
St. Paul Trail (Paddle Park Connection)	Armstrong to Dead House Mtn.	42.9	Undetermined	15	1	4,702	0.89
Trail Reconstruction	Various Locations	N/A	Trail CIP	N/A	N/A	2,500	0.47
			In-house Constructed:		2.81	Year Total	3.70
						5 Year Total 117,099	22.18

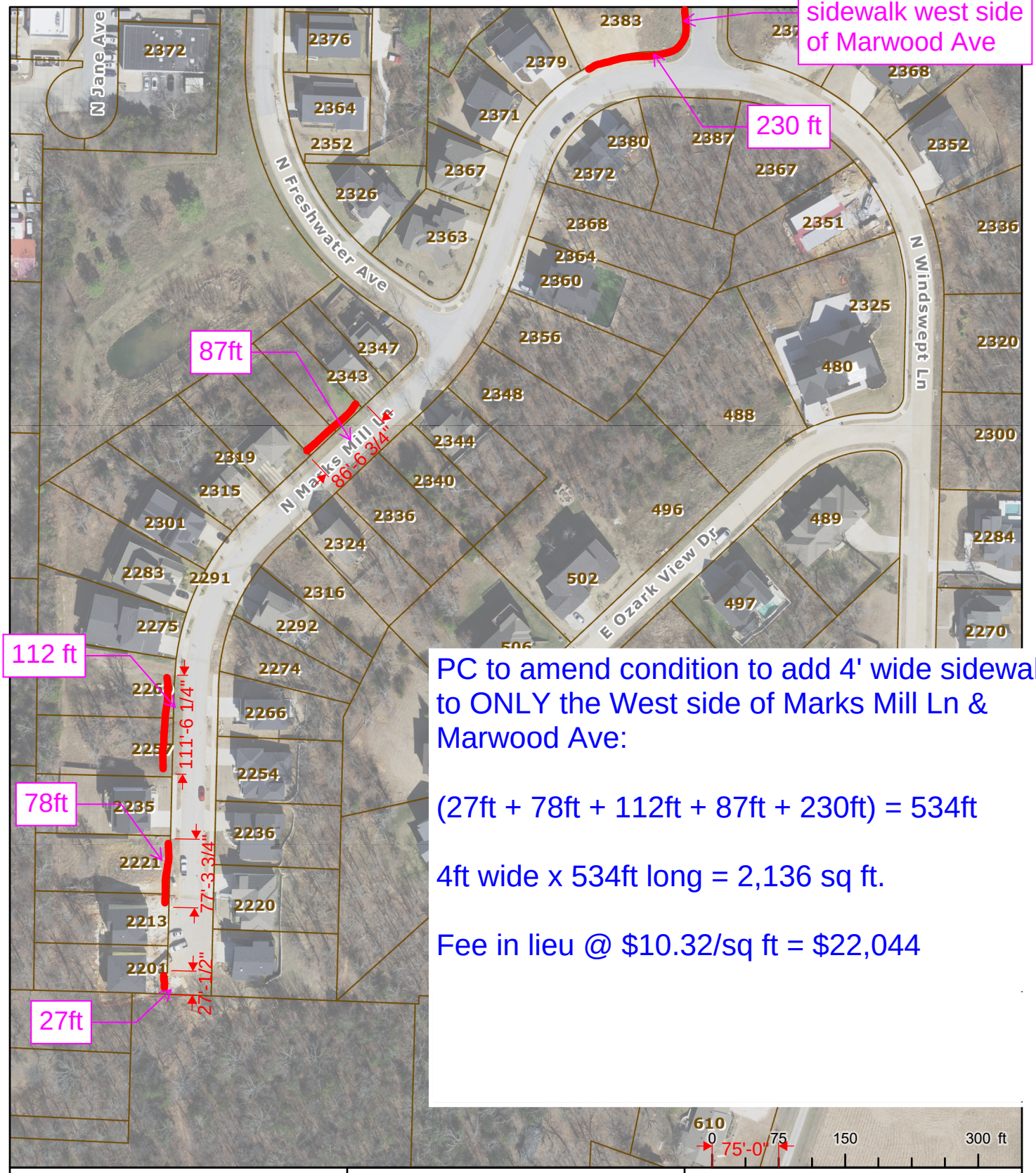
Notes:

In-House Trail Crew Build	Future Trail Bond Funded Project	Other Funding

*Trail development of approximately 2 miles per year is based on continued CIP, Future Bond and Grant funding

*Prioritization Score reflects weighting established by ATAC - Maximum score if 56.7

Ward 1 Total	42,508	8.05
Ward 2 Total	16,138	3.06
Ward 3 Total	10,771	2.04
Ward 4 Total	37,682	7.14
	117,099	22.18



Marks Mill Sidewalk Exhibit

Fayetteville, AR

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Map Author:

EXHIBIT 7



Marks Mill Sidewalk Exhibit

Fayetteville, AR

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Map Author:

EXHIBIT 8

Crafton Tull

300 North College - Suite 317
Fayetteville, AR 72701

479.455.2207
craftontull.com

October 29, 2025

City of Fayetteville Development Services
125 W Mountain St.
Fayetteville, AR 72701

RE: New Ramay Junior High
LSD First Submittal
Cover Letter
CT Job No. 24303600

Dear Ms. Masters,

The scope of this project is to develop a new facility for Ramay Jr. High school, with a roadway around building, access to College Ave. and Ash St., as well as utility infrastructure for sanitary sewer, water, and stormwater management. The nature and intent of the project is as follows: the Fayetteville School District has been analyzing their feeder patterns and planning for future growth of the student population across the district. This location in the center of town will reduce drive times for parents and provide an equitable experience for students at all of the three future junior high schools (Renovated JL Colbert, New Woodland on Crossover/Joyce, and New Ramay on College Ave).

The property is currently being rezoned from the existing RSF-4 and UC zoning to Institutional, P-1 zoning. The Planning Commission forwarded the rezone, (RZN-2025-0048) to City Council. The rezone item will be on the 11/18 City Council agenda.

No variances are being requested at this time.

Should you have any questions, or require any additional information, please contact me at your convenience at 479-878-2475 or trent.woessner@craftontull.com
.

Sincerely,

Trent Woessner, P.E.
Civil Project Engineer

Crafton Tull
architecture | engineering | surveying

300 North College, Suite 317
Fayetteville, AR 72701
479.455.2207
craftontull.com

February 20th, 2026

City of Fayetteville
Attn: Jessie Masters & Planning Commission Chairman
113 W Mountain St
Fayetteville, AR 72701

Re: Technical Plat Review – LSD 2025-0019
Ramay Junior High
Variance Request Letter
CT Job #: 24303600

Dear Ms. Masters & Chairman Brink,

Crafton Tull is seeking the following variances from the Fayetteville code of ordinances: master street plan typical section for residential link on Ash St, curb cut separation on College Ave, prioritization of higher classification street, maximum parking "pad" in the HHOD, and drive aisle width. Please see those five variance requests described below and re-submitted with LSD-2025-0019.

Drive Aisle Width:
Title XV – Unified Development Code
Chapter 172.04(E) Table 1 One-way aisle width in Column D

The one-way drive aisle widths are designed to be 10ft wide instead of the required 12ft width. The reason for the lane width reduction is to accommodate daily queueing and minimize the horizontal grading impact to the existing steep site. The vehicles will be queued for daily drop off and pick up and will move slowly through the queue lanes. Therefore, 10ft width is adequate.

If the variance is not granted, there will be undue hardship on the property owner because it will require the owner to not preserve the intent of the HHOD. The 12ft width requirement would create an additional 6ft of roadway width (2ft extra per lane for three lanes). This will increase the height of all retaining walls by approximately 1ft because the existing site is sloped at ~17%. In addition to the increased wall height, there would be an additional 9 cubic feet of earthwork cut or fill per linear yard of roadway length. There's approximately 1,000 linear yards of roadway on site. Therefore, if this variance were not granted there would be an increase to earthwork volume and disturbance of approximately 9,000 cubic feet (333 cubic yards). Because the site is in the HHOD and has steep topography, this variance is needed to minimize the grading impact and earthwork disturbance, which meets the intent of the HHOD requirements.

2040 MSP Typical Section for Residential Link along Ash St:
2040 MSP
Residential Link Typical Section, Figure 12.8. The typical section for a Residential Link street requires the sidewalk to parallel the public roadway.
Title XV – Unified Development Code
Chapter 166.04(B)(4)(f) Sidewalks

(f) Sidewalks.
(i) On-Site. Sidewalks shall be installed along the property street frontage and along new interior streets according to existing city standards and the Master Street Plan as adopted by the City Council.
(ii) Off-Site. Sidewalks may be required to be installed off-site based on the rough proportionality and rational nexus of the impacts of the development.

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craftontull.com

Along Ash St., the on-site private road is graded to a maximum of 10% longitudinal slope per Arkansas Fire Code. The existing Ash St. longitudinal slope is steeper and ranges between 12-18% slope. Therefore, the concrete multi-use trail, which is serving as the sidewalk for the proposed typical section on north side of Ash St, parallels the on-site roadway in order to minimize the longitudinal slope as much as possible. Therefore, the greenspace varies but it's consistently greater than the minimum 6ft greenspace width required for residential links. The 12-ft trail will be dedicated into a multi-use trail easement.

If this variance is not granted, there would be hardship on the property owner because the Ash St. existing slope is too steep to provide a safe and accessible multi-use trail.

Pedestrians can still walk along Ash St. if the multi-use trail is not directly adjacent on the north side. See the exhibit attached to this letter, which shows the following pedestrian paths: existing sidewalk south of Ash with proposed ramps, proposed multi-use trail north side of Ash not directly adjacent to road, 6ft proposed sidewalk and crosswalk on west side of Ash St., and 12ft multi-use trail on east side of Ash St with crosswalk.

Curb Cut Separation on College Ave:
Title XV – Unified Development Code
Chapter 166.08(F)(2)(a)

> *(a) Regional and Regional High Activity Links. Where a street with a lower functional classification exists that can be accessed, curb cuts shall access onto those streets. When necessary, curb cuts along regional links shall be shared between two (2) or more lots. Where a curb cut must access the regional link, it shall be located a minimum of 250 feet from an intersection or driveway.*

The site only has approximately 178ft of College Ave frontage. This frontage is occupied by two existing driveways. We are not adding a new curb cut. Instead, we are replacing one and removing the other. This replacement of the curb cut is needed to build out the City-proposed signalization of Poplar St. & College Ave intersection, under the 71B corridor scope of improvements. And, the replacement is needed to provide an entrance driveway for the new Ramay Junior High school. A non-signalized curb cut will be removed from the frontage along College Ave immediately adjacent to the south.

If this variance is not granted, there would be undue hardship on the property owner because there is physically not enough room to provide 250ft curb cut separation on either side of the existing curb cut being replaced. See the curb cut exhibit attached to this letter, which shows the dimension between adjacent curb cuts. The separation from the replaced curb cut to the northern existing curb cut is 3ft. The separation from the replaced curb cut to the southern existing curb cut is 202ft.

Prioritization of higher classification street:
Title XV – Unified Development Code
Chapter 166.08(F)

> *(F) Access Management. Safe and adequate vehicular, bicycle, and pedestrian access shall be provided to all parcels. Residential link streets and driveways shall not detract from the safety and efficiency of bordering arterial routes. Property that fronts onto more than one (1) public street shall place a higher priority on accessing the street with the lowest functional classification, e.g., residential and neighborhood links. In a case where the streets have the same classification, access shall be from the lower volume street, or as determined by the City Engineer.*

Crafton Tull
architecture | engineering | surveying

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The proposed site has two frontages: Regional Link - High Activity on College Ave and Residential Link on Ash St. The higher priority entrance is designed at the location of the proposed signalized intersection of Poplar St & College Ave, and an existing curb cut will be removed just south of this intersection, notably improving traffic safety at this location. A traffic study has determined that at least 2/3rds of car trips to the school are likely to arrive via College Avenue.

If this variance is not granted, there would be undue hardship on the property owner because Ash St. is steep (~16%), narrow, and not suitable for a main entrance to a public junior high school as currently built. Providing primary access at the proposed signalized intersection of Poplar St & College Ave better serves & secures the public interest because that traffic will function better at the new signalized intersection than Ash St.

Maximum Parking in HHOD:
Title XV – Unified Development Code
Chapter 172.04(G)(3)

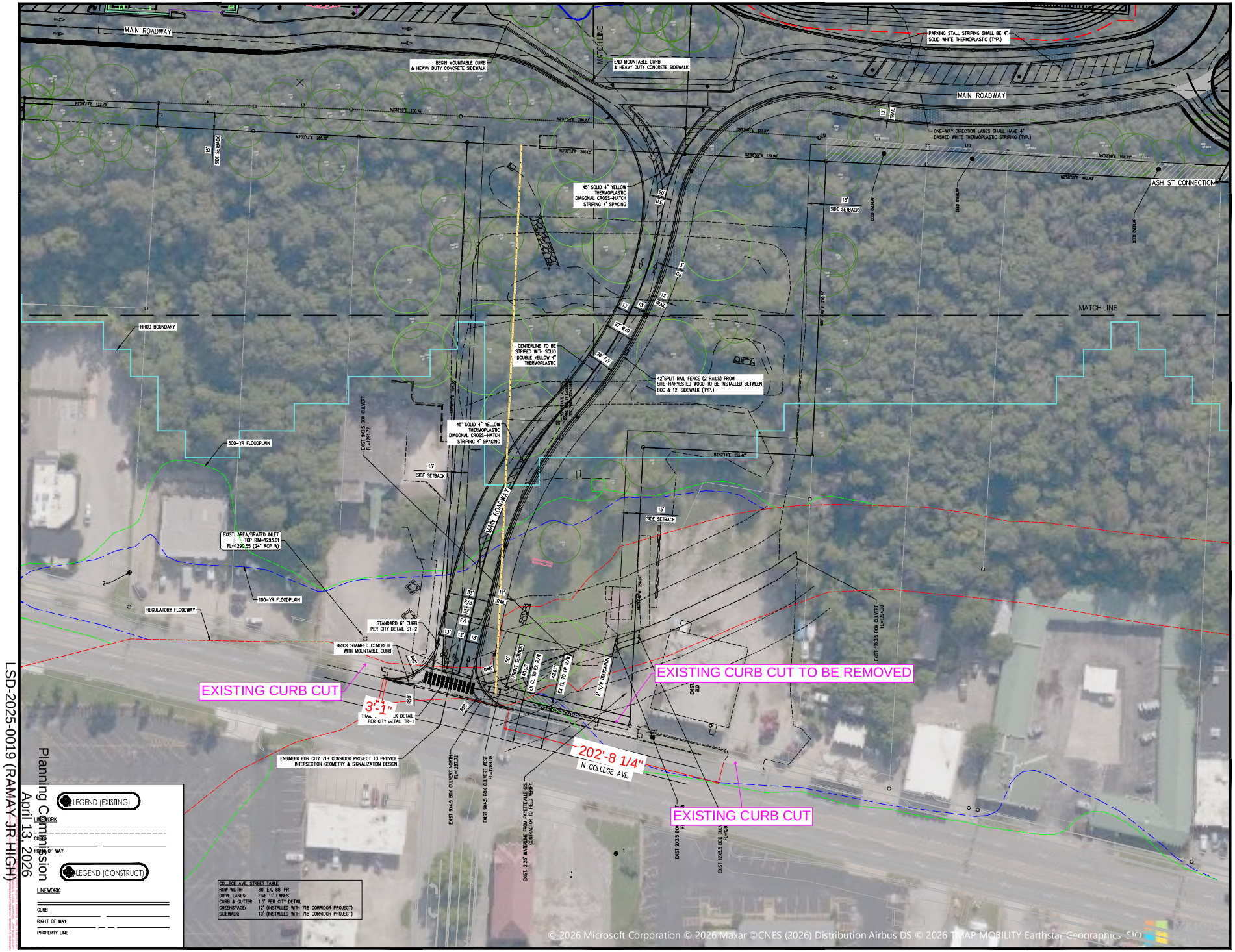
> *(G) Hillside/Hilltop Overlay District.*
>
> > *(3) Maximum Number of Spaces per Parking Lot for Multi-Family and Non-Residential Uses. Parking pads shall have a maximum of thirty (30) spaces per pad.*

The intent of this code requirement is to protect the hillside from mass grading a large parking lot. We are protecting the hillside with our linear angled parking rows and therefore meeting the intent of the code. These rows are aligned parallel with the existing contours, and they provide the minimum required parking for the owner while also not exceeding the maximum parking requirement from the City. The linear parking design allows the site grading to be terraced, which protects the hillside from excessive cut & fill that would otherwise be required for a typical public junior high school parking lot.

If this variance is not granted, there would be undue hardship on the property owner because they could not build the quantity of parking spaces they need. If the site were built with each parking pad limited to 30 spaces, it would compromise the minimum required tree preservation percentage, earthwork balance, and slope stabilization.

Respectfully,

Trent Woessner, P.E.
Civil Project Engineer
Crafton Tull



Planning Commission
April 13, 2026

LSD-2025-0019 (RAMAY JR HIGH)
Page 39 of 71

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2466E. JOYCE BLVD, SUITE 1
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GRAPHIC SCALE IN FEET
30' 30'-0" 30'

FAYETTEVILLE PUBLIC SCHOOLS
Since 1871

RAMAY JUNIOR HIGH
NORTH COLLEGE AVENUE
FAYETTEVILLE, AR 72703

Key Plan:

No.	Description	Date

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PROJECT NO. 24303600
ISSUE DATE 02/03/26
CONTACT W. BURGESS
SCALE
SHEET
PRELIMINARY PLANS

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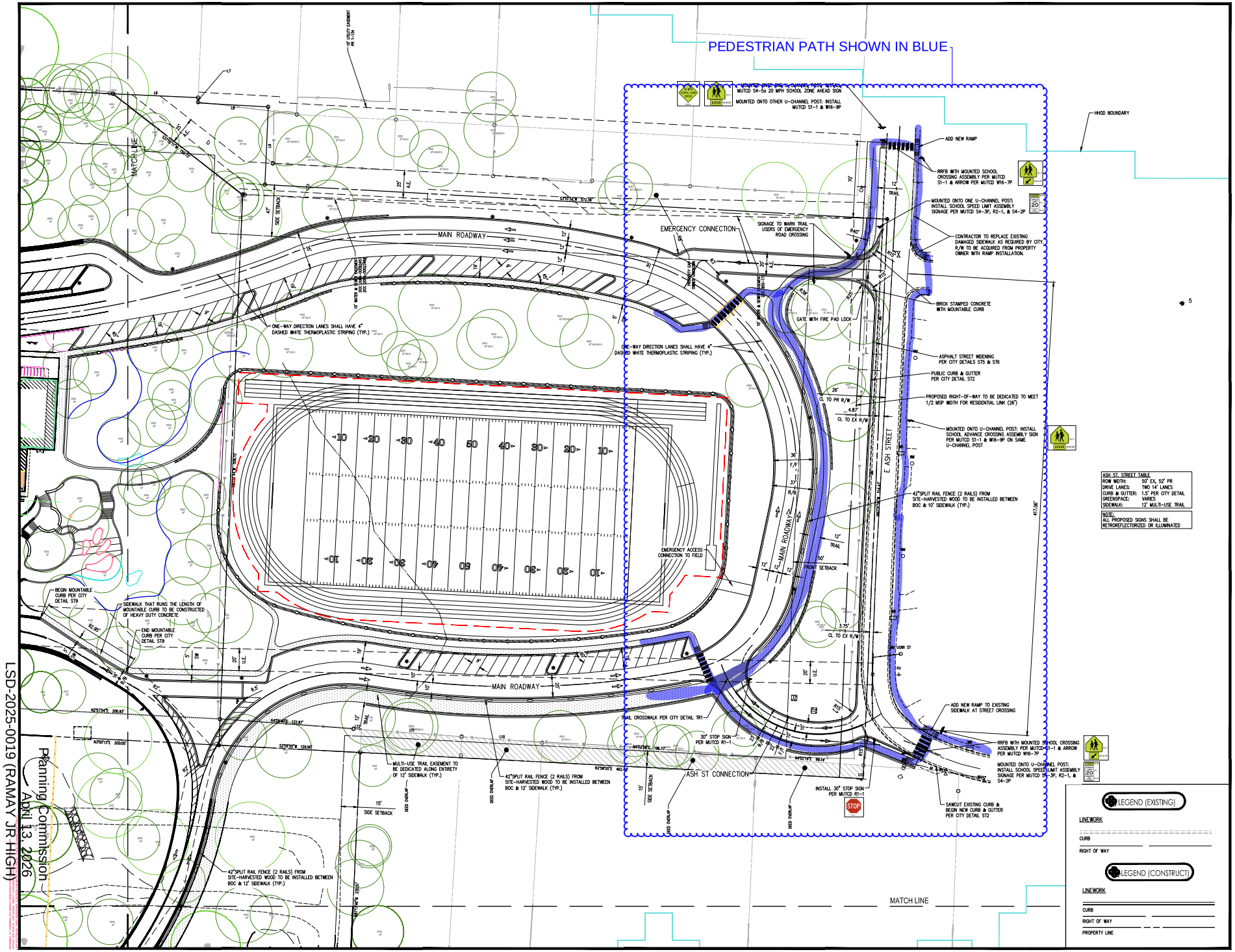
SITE PLAN C

C-104



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GRAPHIC SCALE IN FEET
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FAYETTEVILLE PUBLIC SCHOOLS
Since 1871

RAMAY JUNIOR HIGH
NORTH COLLEGE AVENUE
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Key Plan

No.	Description	Date

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PROJECT NO 24003000
DIVISION 6 02703.09
CONTRACT W. BURGESS
QC By
QC Date

PRELIMINARY PLANS

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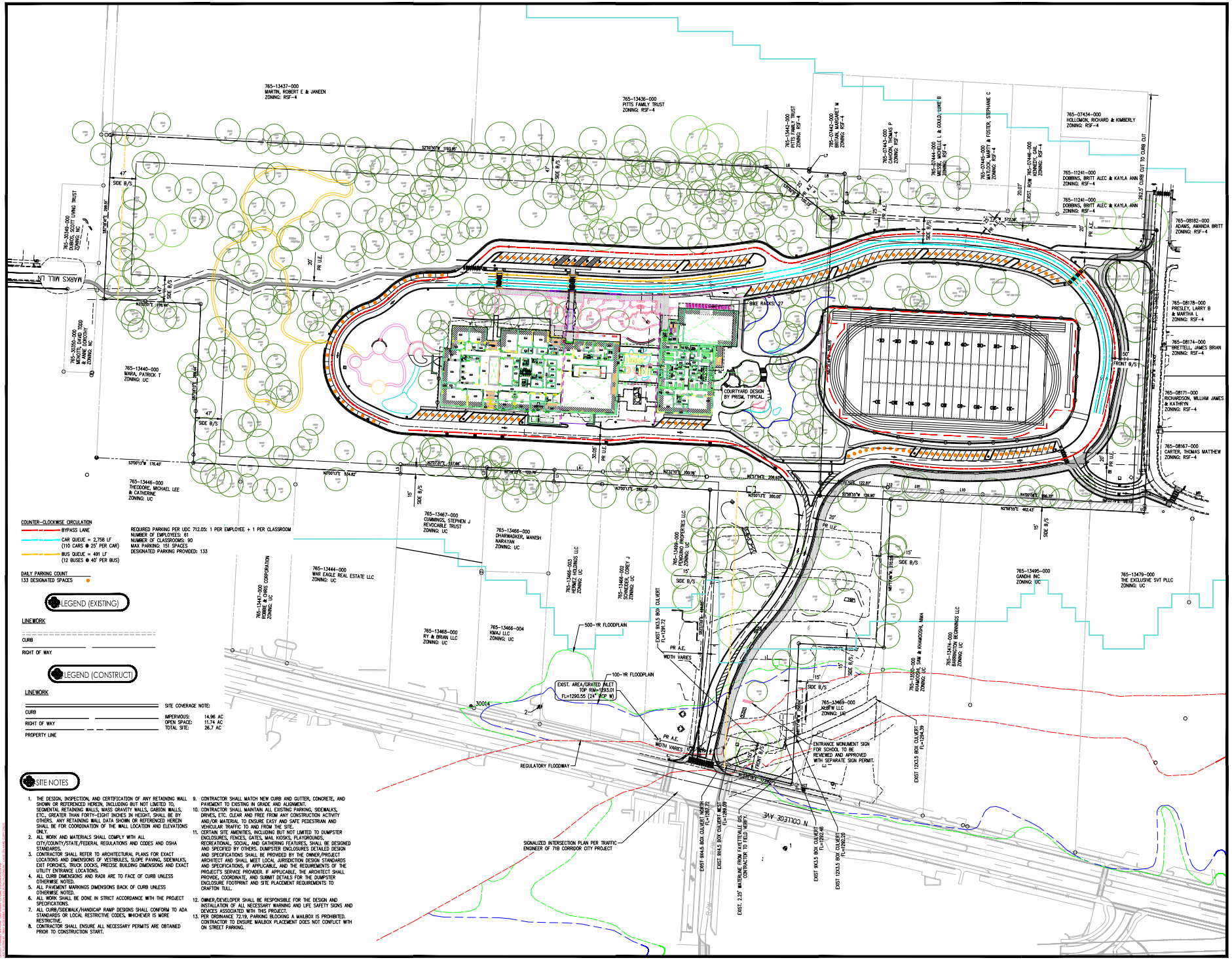
SITE PLAN B

C-103



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1 BRAD JEFFRIES, SUITE 1
FAYETTEVILLE, AR 72703

GRAPHIC SCALE IN FEET
60' 0 60'

FAYETTEVILLE PUBLIC SCHOOLS
Since 1871

RAMAY JUNIOR HIGH
NORTH COLLEGE AVENUE
FAYETTEVILLE, AR 72703

Key Plan

No.	Description	Date

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PROJECT NO 24003000
DESIGNED DD/TD/DN
DRAWN CONNECT W. BURGESS
CHECKED
SUBMITTED

PRELIMINARY PLANS

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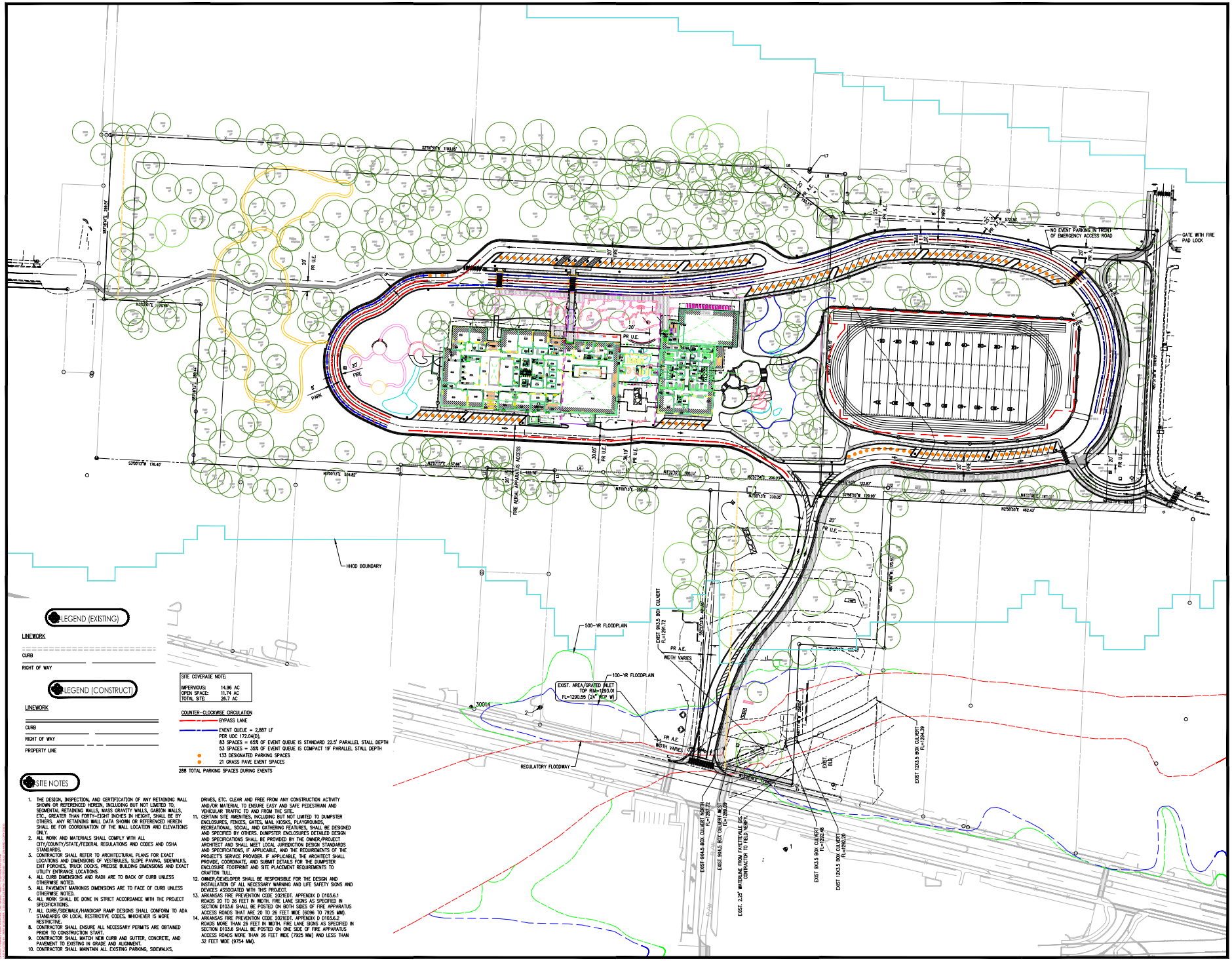
OVERALL SITE PLAN

C-100

Planning Commission
April 27, 2026
LSD-2025-0019 (RAMAY JR HIGH)
Page 41 of 71



LEGEND (EXISTING)

LINEWORK

CURB

RIGHT OF WAY

LEGEND (CONSTRUCT)

LINEWORK

CURB

RIGHT OF WAY

PROPERTY LINE

SITE COVERAGE NOTE:

IMPERVIOUS:	14.96 AC
OPEN SPACE:	11.74 AC
TOTAL SITE:	26.7 AC

COUNTER-CLOCKWISE CIRCULATION

BYPASS LANE

EVENT QUEUE = 2,887 LF
PER UDC 172.04(D),
83 SPACES = 65% OF EVENT QUEUE IS STANDARD 22.5' PARALLEL STALL DEPTH
53 SPACES = 35% OF EVENT QUEUE IS COMPACT 19' PARALLEL STALL DEPTH

133 DESIGNATED PARKING SPACES

21 GRASS PAVE EVENT SPACES

288 TOTAL PARKING SPACES DURING EVENTS

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 ARE TO 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. ARKANSAS FIRE PREVENTION CODE 2021EDT, APPENDIX D D103.6.1 ROADS 20 TO 26 FEET IN WIDTH, FIRE LANE SIGNS AS SPECIFIED IN SECTION D103.6 SHALL BE POSTED ON BOTH SIDES OF FIRE APPARATUS ACCESS ROADS THAT ARE 20 TO 26 FEET WIDE (6096 TO 7925 MM).
14. ARKANSAS FIRE PREVENTION CODE 2021EDT, APPENDIX D D103.6.2 ROADS MORE THAN 26 FEET IN WIDTH, FIRE LANE SIGNS AS SPECIFIED IN SECTION D103.6 SHALL BE POSTED ON ONE SIDE OF FIRE APPARATUS ACCESS ROADS MORE THAN 26 FEET WIDE (7925 MM) AND LESS THAN 32 FEET WIDE (9754 MM).

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105 N. 47TH ST, SUITE 402
ROGERS, AR 72756

STRUCTURAL ENGINEERING
TBD ENGINEERING GROUP
1,000 S DOUGLAS AVE, SUITE 1,000
TULSA, OK 74119

MEP OF RECORD
TBD ENGINEERING & CONSULTING
1 MAIN, SUITE TBD & SUITE 1
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Planning Commission
April 13, 2026
LSD-2025-0019 (RAMAY JR HIGH)
Page 42 of 71

GRAPHIC SCALE IN FEET
60' 0 60'

FAYETTEVILLE PUBLIC SCHOOLS
Since 1871

RAMAY JUNIOR HIGH
NORTH COLLEGE AVENUE
FAYETTEVILLE, AR 72703

Key Plan

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PROJECT NO 24003000
DESIGNER DD/TD/DN
CONTACT W. BURGESS
DRAWN BY
CHECKED BY

PRELIMINARY PLANS

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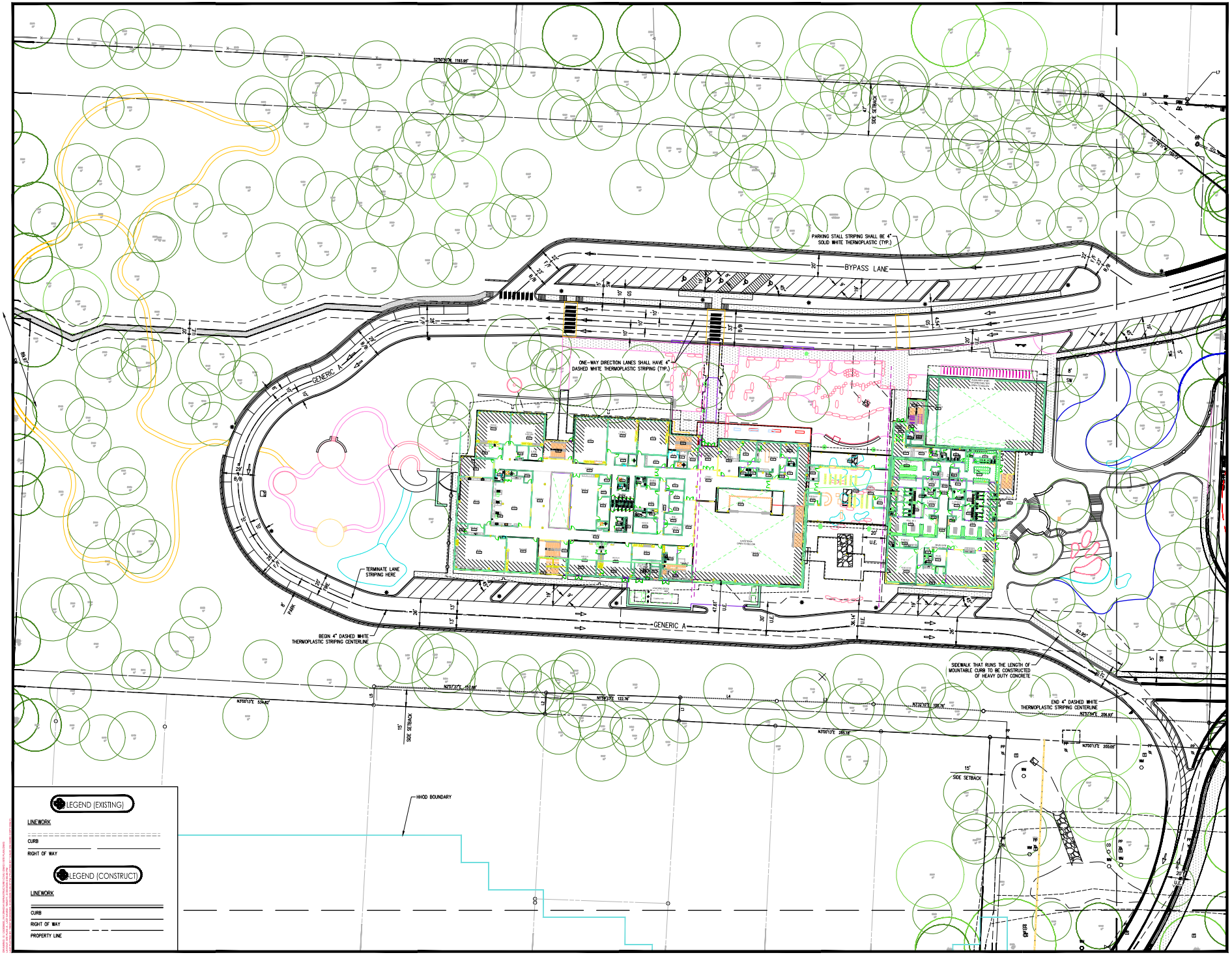
OVERALL EVENT SITE PLAN

C-101



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PRISM DESIGN STUDIO CRAFTON TULL
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1300 S COLLEGE AVE, SUITE 100
TULSA, OK 74108

MEP OF RECORD
ESMAENGINEERING & CONSULTING
2488 E. JOYCE BLVD, SUITE 1
FAYETTEVILLE, AR 72703

GRAPHIC SCALE IN FEET
30' 0 30'

FAYETTEVILLE PUBLIC SCHOOLS
Since 1871

RAMAY JUNIOR HIGH
NORTH COLLEGE AVENUE
FAYETTEVILLE, AR 72703

Key Plan

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PROJECT NO. 24303600
BUILDATE 02/03/26
CONTACT W. BURGESS
DC Ex
DC Date
PRELIMINARY PLANS

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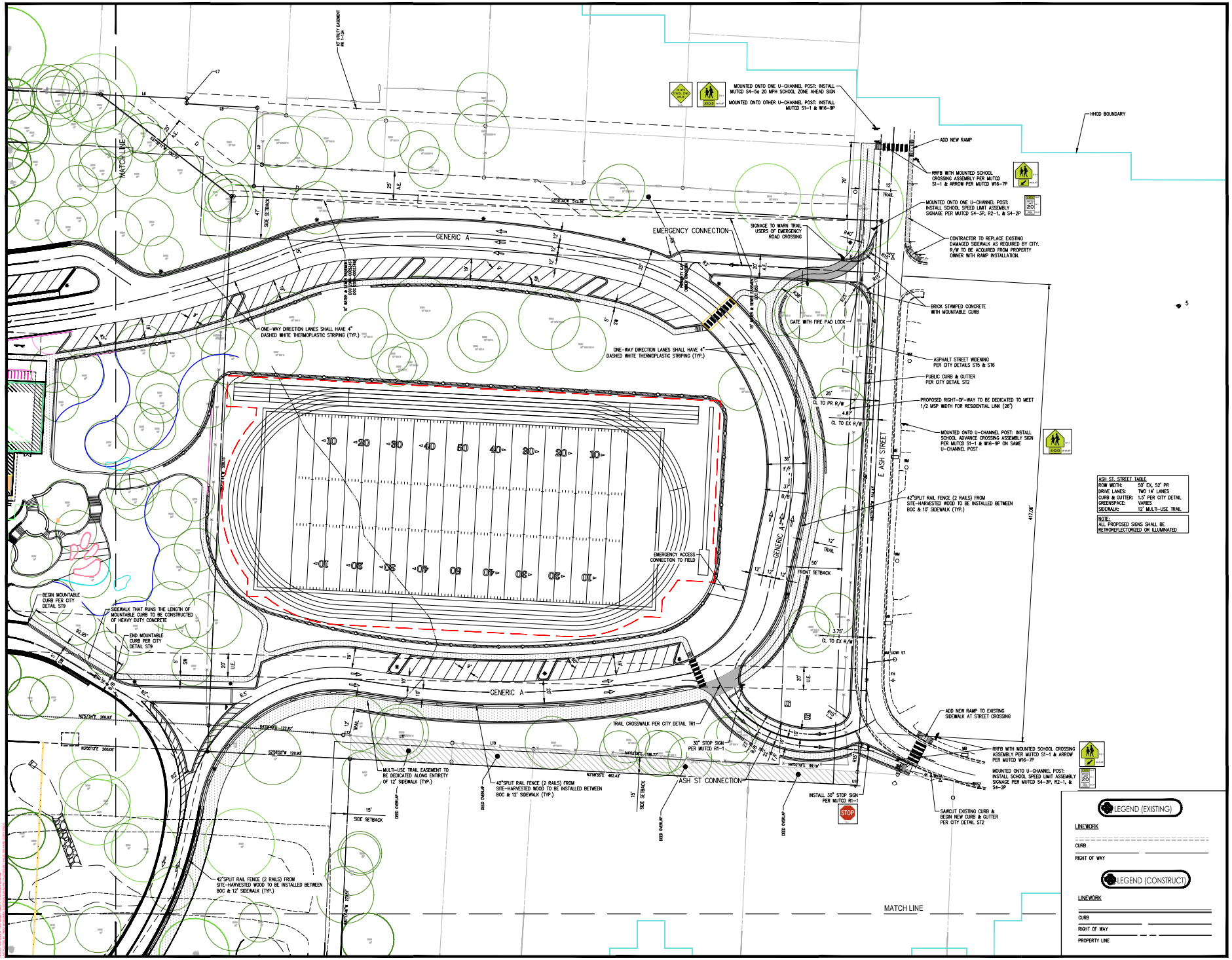
SITE PLAN A

C-102

Planning Commission
April 13, 2026

LSD-2025-0019 (RAMAY JR HIGH)



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TULSA, OK 74119

MEP OF RECORD
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1 RMA, EMPLOYEE-OWNED COMPANY
FAYETTEVILLE, AR 72703

FAYETTEVILLE PUBLIC SCHOOLS
Since 1871

RAMAY JUNIOR HIGH
NORTH COLLEGE AVENUE
FAYETTEVILLE, AR 72703

Key Plan

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PROJECT NO. 24003000
DESIGN BY: DD/TD/CN
CONTACT: W. BURGESS
DRAWN BY:
SUBMITTAL:
PRELIMINARY PLANS

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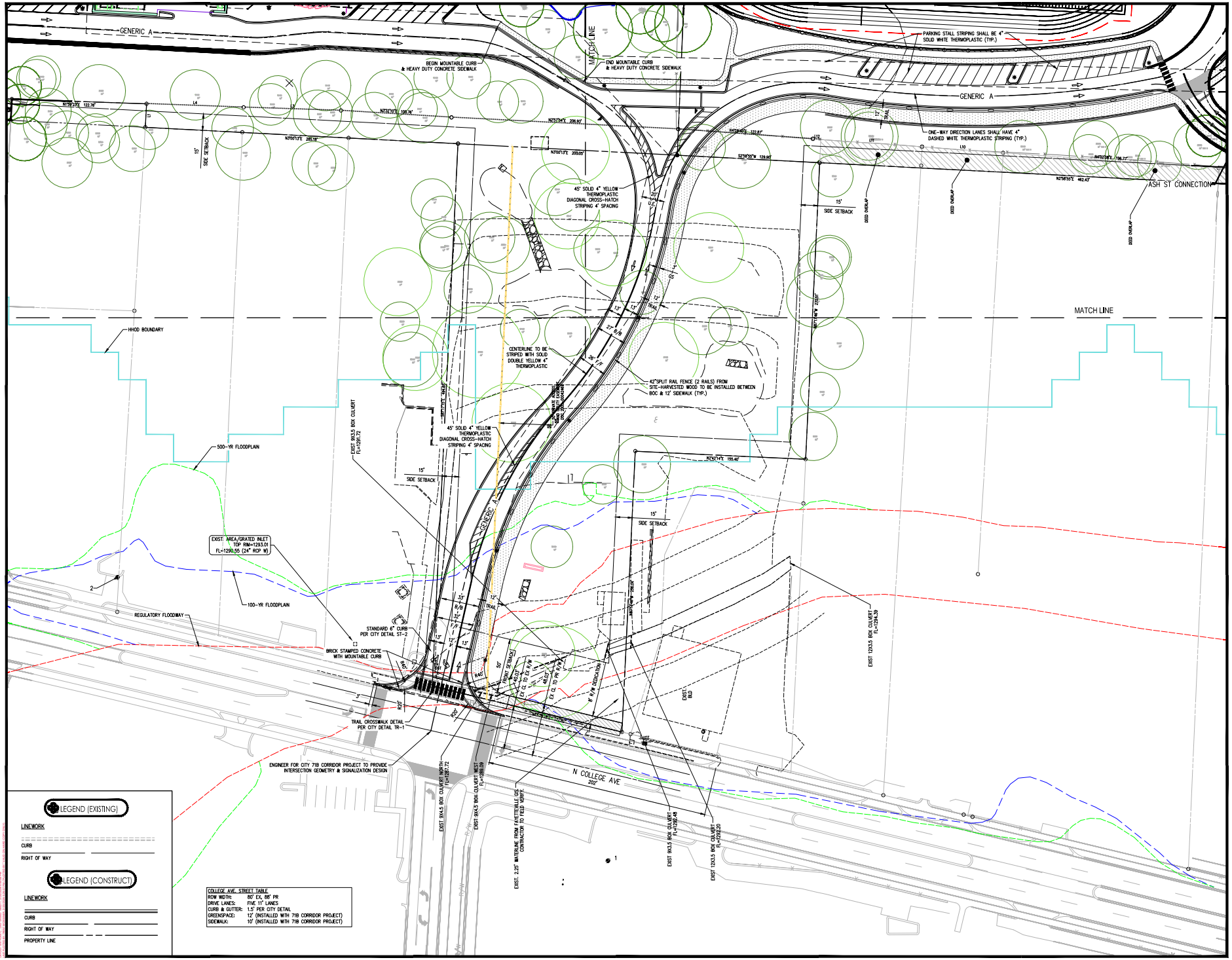
SITE PLAN B

C-103

LSD-2025-0019 (RAMAY JR HIGH)
Planning Commission
April 13, 2026



COLLEGE AVE. STREET TABLE	
ROW WIDTH:	80' EX, 88' PR
DRIVE LANES:	FIVE 11' LANES
CURB & GUTTER:	1.5' PER CITY DETAIL
GREENSPACE:	12' (INSTALLED WITH 71B CORRIDOR PROJECT)
SIDEWALK:	10' (INSTALLED WITH 71B CORRIDOR PROJECT)

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2 ABBEE, JOYCE ROAD, SUITE 1
FAYETTEVILLE, AR 72703

GRAPHIC SCALE IN FEET
30' 0 30'

FAYETTEVILLE PUBLIC SCHOOLS
Since 1871

RAMAY JUNIOR HIGH
NORTH COLLEGE AVENUE
FAYETTEVILLE, AR 72703

Key Plan

No.	Description	Date

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PROJECT NO. 24303600
ISSUE DATE 02/03/26
CONTACT W. BURGESS
QC by
DC Date

PRELIMINARY PLANS

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SITE PLAN C

C-104

Planning Commission
April 13, 2026
LSD-2025-0019 (RAMAY JR HIGH)
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Tree Preservation Calculations Square Feet		
	Square Feet	Percent of site
Total Site Area *Minus Right of Way and Easements	1,095,727	100%
*Zoning Designation * Select Below with drop down arrow*		
P-1, Institutional	273,932	25%
*HHOD * Select Below with Drop Down Arrow*		
Yes	54,786	5%
Total Canopy for Minimum Preservation Requirements	328,718	30.0%
Existing Tree Canopy * Minus Right of Way and Easements	882,991	80.6%
Tree Canopy Preserved	478,952	43.7%
Tree Canopy Removed *On Site	404,039	36.9%
Tree Canopy Removed *Off Site	0	
Tree Canopy Removed Total	404,039	36.9%
Removed Below Minimum	0	
Mitigation Requirements	0	

A GRADING PERMIT (GRD-2025-0030) AUTHORIZED REMOVAL OF TREES FOR GEO-TECHNICAL BORING ACTIVITY. TREES REMOVED UNDER THAT PERMIT ARE NOT INCLUDED IN THESE SHEETS OR CALCULATIONS.

LEGEND

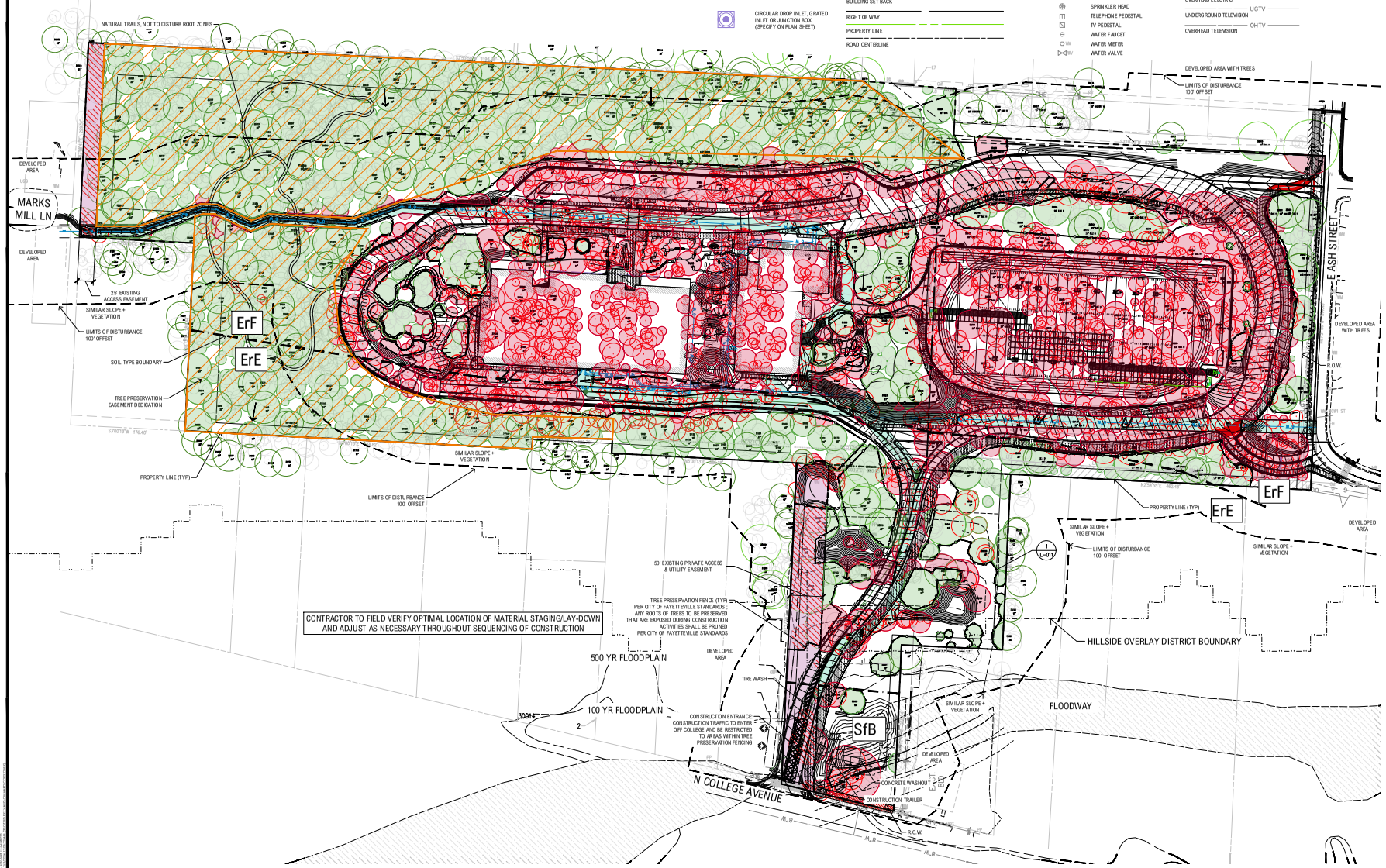
- PROPERTY LINE / ROW LINE
- EXISTING EASEMENT LIMITS
- ZONING DESIGNATION BOUNDARY
- INDEX CONTOURS
- EXISTING CANOPY COVERAGE (MINUS EASEMENTS AND ROW)
- EXISTING CANOPY TO BE HARVESTED FOR REUSE
- EXISTING EASEMENTS
- PROPOSED EASEMENTS
- TREE PRESERVATION EASEMENT DEDICATION: 328,718 SF
- EXISTING TREE
- EXISTING SIGNIFICANT TREE OUTLINE AND NUMBER
- REMOVED TREE
- DRAINAGE FLOW
- SOIL TYPE BOUNDARY
- TREE PROTECTION FENCING
- LIMITS OF DISTURBANCE - 100' OFFSET

PROPOSED LEGEND

- SET IRON PIN
- LIGHT POLE
- POWER POLE
- TELEPHONE PEDESTAL
- TV PEDESTAL
- MANHOLE
- SANITARY SEWER CLEANOUT
- GAS METER
- GAS VALVE
- STORM SEWER PIPE
- WATER VALVE
- FIRE HYDRANT ASSEMBLY
- AIR RELEASE VALVE
- FIRE DEPARTMENT CONNECTION
- WATER METER
- BACK FLOW PREVENTER
- REDUCER
- RECTANGULAR DROP INLET, GRATED INLET OR JUNCTION BOX (SPECIFY ON PLAN SHEET)
- CIRCULAR DROP INLET, GRATED INLET OR JUNCTION BOX (SPECIFY ON PLAN SHEET)
- EASEMENT
- CURB
- INDEX CONTOUR 1205
- SANITARY SEWER LINE SS
- GAS LINE G
- WATER LINE W
- UNDERGROUND TELEPHONE UGT
- UNDERGROUND ELECTRIC UGE
- OVERHEAD ELECTRIC OHE
- FIBER OPTIC FO
- UNDERGROUND TELEVISION UGTV
- BUILDING SET BACK
- RIGHT OF WAY
- PROPERTY LINE
- ROAD CENTERLINE

EXISTING LEGEND

- BENCHMARK
- FOUND IRON PIPE/REBAR
- PRIMARY CONTROL/SET MONUMENT
- FOUND MONUMENT/ROW
- AIR CONDITIONER
- AIR RELEASE VALVE
- ELECTRIC BOX/PEDESTAL
- ELECTRIC JUNCTION BOX
- ELECTRIC METER
- ELECTRIC TRANSFORMER
- FIRE DEPARTMENT CONNECTION
- FIRE HYDRANT
- GAS METER
- GAS VALVE
- GUARD POST
- LIGHT POLE
- POWER POLE
- SANITARY MANHOLE
- SANITARY SEWER CLEANOUT
- SIGN
- SPRINKLER HEAD
- TELEPHONE PEDESTAL
- TV PEDESTAL
- WATER FAUCET
- WATER METER
- WATER VALVE
- DOWN GUY
- STORM SEWER MANHOLE
- STORM SEWER PIPE
- DROP CURB INLET
- GRATED INLET
- EASEMENT
- CURB
- INDEX CONTOUR
- SANITARY SEWER LINE (SPECIFY SIZE & TYPE)
- GAS LINE
- WATER LINE (SPECIFY SIZE & TYPE)
- UNDERGROUND TELEPHONE
- UNDERGROUND ELECTRIC
- OVERHEAD ELECTRIC
- UNDERGROUND TELEVISION
- OVERHEAD TELEVISION
- CHAIN LINK FENCE
- WOOD FENCE
- BARBED WIRE FENCE
- FIBER OPTIC
- RIGHT OF WAY
- ROAD CENTERLINE



1 TREE PRESERVATION PLAN
SCALE: 1"=60'-0"

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FAYETTEVILLE, AR 72703

Planning Submission April 2026

LSD-2025-0019 (RAMAY JR HIGH)

Page 46 of 71

FAYETTEVILLE PUBLIC SCHOOLS
Since 1871

RAMAY JUNIOR HIGH
NORTH COLLEGE AVENUE
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Key Plan:

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Project No: 24003620
Drawn: DJ/DW/ZG
Checked: W. BURGESS

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TREE PRESERVATION

L-030

LANDSCAPE NOTES

1. CONTRACTOR SHALL CONFIRM THE LOCATION OF ALL UTILITIES PRIOR TO STARTING ANY WORK. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING ARKANSAS ONE-CALL TO CONFIRM ALL UTILITIES.
2. ALL PLANTS MUST BE HEALTHY, VIGOROUS AND FREE OF PESTS AND DISEASE.
3. STANDARDS SET FORTH IN "AMERICAN STANDARD FOR NURSERY STOCK" REPRESENT GUIDELINE SPECIFICATIONS ONLY AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIAL.
4. ALL PLANTS MUST BE CONTAINER GROWN OR BALLED AND BURLAPPED AS INDICATED ON THE PLANT LIST.
5. ALL REQUIRED TREES SHALL BE 2" MINIMUM CALIPER, WITH A SINGLE DOMINANT CENTRAL LEADER. MULTI-LEADER TREES WILL NOT BE ACCEPTABLE WITHOUT PRIOR APPROVAL FROM URBAN FORESTRY.
6. ALL TREES MUST BE STRAIGHT TRUNKED AND FULL HEADED, UNLESS SPECIFIED OTHERWISE, AND MUST MEET ALL REQUIREMENTS SPECIFIED ON PLANS.
7. ALL TREES AND SHRUBS SHALL BE INSTALLED PER STANDARD CITY OF FAYETTEVILLE PLANTING DETAILS.
8. ALL PLANTS ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT BEFORE, DURING, AND AFTER CONSTRUCTION.
9. ALL PLANTING AREAS MUST BE COMPLETELY MULCHED PER PLANTING SCHEDULE AND DETAILS. MULCH SHALL BE NOT BE PLACED IMMEDIATELY ADJACENT TO TREE TRUNKS, BUT SHALL BE KEPT AT LEAST 3" FROM ROOT COLLAR AT THE SOIL LINE.
10. ALL PROPOSED PLANTING AREAS COVERED BY GRASS SHALL HAVE THE SOD COMPLETELY REMOVED BEFORE PLANTING BEGINS.
11. ALL PLANTING BEDS SHALL BE CONTAINED BY EDGING MATERIAL OTHER THAN VEGETATION.
12. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL AVOID DAMAGE TO ALL UTILITIES DURING THE COURSE OF THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY AND ALL DAMAGE TO UTILITIES, STRUCTURES, SITE APPURTENANCES, ETC. WHICH OCCURS AS A RESULT OF THE LANDSCAPE CONSTRUCTION AT NO COST TO THE OWNER.
13. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON THESE PLANS BEFORE PRICING THE WORK.
14. THE CONTRACTOR IS RESPONSIBLE FOR FULLY MAINTAINING ALL PLANTING MATERIAL (INCLUDING BUT NOT LIMITED TO: WATERING, SPRAYING, MULCHING, FERTILIZING, ETC.) IN ALL PLANTING AREAS AND LAWN AREA UNTIL THE WORK IS ACCEPTED IN TOTAL BY THE OWNER.
15. THE CONTRACTOR SHALL COMPLETELY GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE (1) YEAR BEGINNING ON THE DATE OF TOTAL ACCEPTANCE. THE CONTRACTOR SHALL PROMPTLY MAKE ALL REPLACEMENTS BEFORE OR AT THE END OF GUARANTEE PERIOD.
16. ANY PLANT MATERIAL WHICH DIES, TURNS BROWN, OR DEFOLIATES (PRIOR TO TOTAL ACCEPTANCE OF THE WORK) SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, AND SIZE AND MEETING ALL PLANT LIST SPECIFICATIONS.
17. NOTIFY LANDSCAPE ARCHITECT OF DESIGNATED REPRESENTATIVE OF ANY LAYOUT DISCREPANCIES PRIOR TO ANY PLANTING. LOCATE ALL UTILITIES AND SITE LIGHTING CONDUITS BEFORE CONSTRUCTION BEGINS.
18. ALL DISTURBED AREAS SHALL BE SEEDED WITH A GRASS SEED MIX CONSISTING OF PER RECOMMENDATIONS OF LANDSCAPE ARCHITECT. CONTRACTOR TO SUBMIT RFI. MIX WILL VARY DEPENDING ON SEASON.
19. ALL AREAS TO BE SEEDED SHALL RECEIVE 4" OF TOPSOIL AND BE GRADED PER GRADING PLAN.
20. IRRIGATION SHALL BE EITHER AN UNDERGROUND AUTOMATIC SYSTEM OR SHALL UTILIZE HOSE BIBS EVERY 100' AS REQUIRED BY FAYETTEVILLE LANDSCAPE ORDINANCE.
21. MAINTENANCE: THE CURRENT OWNER OF THE PROPERTY SHALL BE RESPONSIBLE FOR THE ONGOING MAINTENANCE OR REQUIRED LANDSCAPING.
22. REPLACEMENT LANDSCAPING: REQUIRED LANDSCAPING THAT DIES OR IS DAMAGED SHALL BE REMOVED AND REPLACED BY THE CURRENT OWNER OF THE PROPERTY. THE OWNER SHALL HAVE 60 DAYS FROM THE RECEIPT OF WRITTEN NOTICE ISSUED BY THE CITY TO REMOVE AND REPLACE ANY REQUIRED LANDSCAPING THAT DIES OR IS DAMAGED.
23. THREE (3) YEAR MAINTENANCE SURETY SHALL BE DEPOSITED FOR EACH REQUIRED STREET AND MITIGATION TREE.
24. ANY STRUCTURAL SOIL REQUIRED MUST BE INDICATED ON PLAN, HAVE CERTIFIED DOCUMENTATION, AND BE INSPECTED BY URBAN FORESTER AT TIME OF INSTALLATION.
25. MAINTAIN 5' MINIMUM HORIZONTAL SEPARATION BETWEEN TREE PLANTINGS AND UTILITY LINES.

LANDSCAPE REQUIREMENTS - CHAPTER 177

PARKING LOT - CHAPTER 177.04			SYMBOL
1 TREE PER 12 PARKING SPACES	151 TOTAL SPACES / 12 = 13 REQUIRED	14 PROVIDED	P
STORMWATER DETENTION PLANTINGS - 177.06			
1 LARGE TREE, 4 LARGE SHRUBS/SMALL TREES, AND 6 SHRUBS/LARGE GRASSES PER 3,000 SQ FT	23,188 SQ FT / 3,000 = 8X REQUIREMENTS (8 LARGE TREES, 24 LARGE SHRUBS/SMALL TREES, 48 SHRUBS/LARGE GRASSES)	8 LARGE TREES PROVIDED VIA EXISTING TREES, 24 LARGE SHRUBS/SMALL TREES AND 48 SHRUBS/LARGE GRASSES PROVIDED	D
STREET TREES - 177.05			
(1) 2" CAL. TREE PER 30 LNFT. FRONTAGE	COLLEGE AVE: 178 LN FT / 30 = 6 REQUIRED, ASH ST: 473 LN FT / 30 = 16 REQUIRED	18 PROVIDED VIA EXISTING TREES	S

EXISTING TREES ALONG RING ROAD TO BE LIMBED UP 13'6" TO ACCOMMODATE DELIVERY VEHICLE HEIGHTS. ALL EXISTING TREES WITHIN THE RING ROAD TO BE LIMBED UP TO 7'.

GENERAL IMPROVEMENT LEGEND

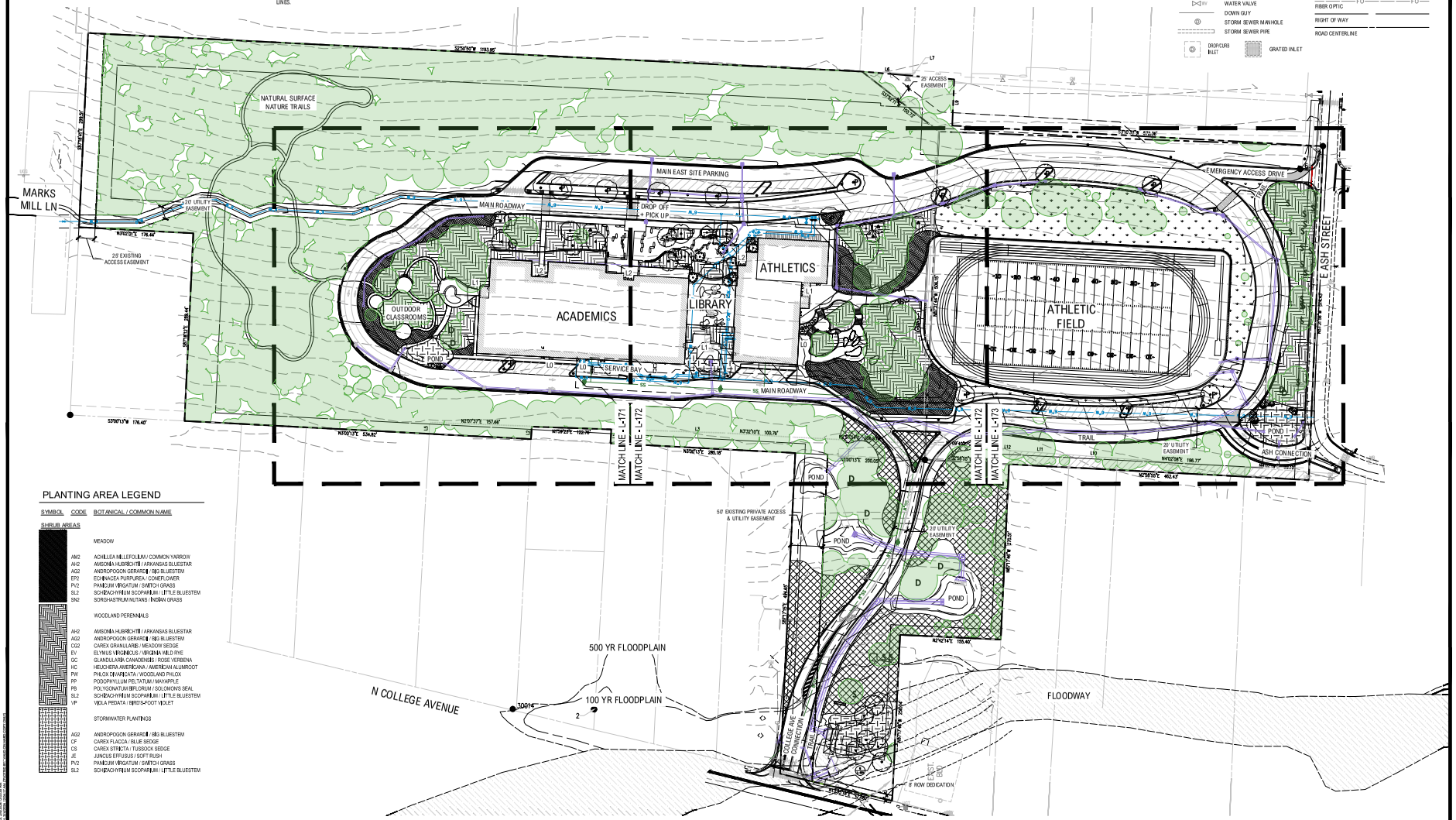
SYMBOLS
- LIGHT POLE
- POWER POLE
- MANHOLE
- SANITARY SEWER CLEANOUT
- STORM SEWER PIPE
- WATER VALVE
- FIRE HYDRANT ASSEMBLY
- AIR RELEASE VALVE
- FIRE DEPARTMENT CONNECTION
- WATER METER
- BACK FLOW PREVENTER
- REDUCER
- RECTANGULAR DROP INLET, GRATED INLET OR JUNCTION BOX (SPECIFY ON PLAN SHEET)
- CIRCULAR DROP INLET, GRATED INLET OR JUNCTION BOX (SPECIFY ON PLAN SHEET)

LINEWORK
- EASEMENT
- CURB
- INTERMEDIATE CONTOUR
- SANITARY SEWER LINE (SS)
- WATER LINE (W)
- UNDERGROUND ELECTRIC (OHE)
- OVERHEAD ELECTRIC
- BUILDING SET BACK
- RIGHT OF WAY
- PROPERTY LINE
- ROAD CENTERLINE

EXISTING LEGEND

- BENCHMARK
- FOUND IRON PIPE/REBAR
- PRIMARY CONTROL/SET MONUMENT
- FOUND MONUMENT/ROW
- AIR CONDITIONER
- AIR RELEASE VALVE
- ELECTRIC BOX/PEDESTAL
- ELECTRIC JUNCTION BOX
- ELECTRIC METER
- ELECTRIC TRANSFORMER
- FIRE DEPARTMENT CONNECTION
- FIRE HYDRANT
- GAS METER
- GAS VALVE
- GUARD POST
- LIGHT POLE
- POWER POLE
- SANITARY MANHOLE
- SANITARY SEWER CLEANOUT
- SIGN
- SPRINKLER HEAD
- TELEPHONE PEDESTAL
- TV PEDESTAL
- WATER FAUCET
- WATER METER
- WATER VALVE
- DOWN GUY
- STORM SEWER MANHOLE
- STORM SEWER PIPE
- DROP CURB INLET
- GRATED INLET

- EASEMENT
- CURB
- INTERMEDIATE CONTOUR
- INDEX CONTOUR
- SANITARY SEWER LINE (SPECIFY SIZE & TYPE)
- GAS LINE
- WATER LINE (SPECIFY SIZE & TYPE)
- UNDERGROUND TELEPHONE
- UNDERGROUND ELECTRIC
- OVERHEAD ELECTRIC
- UNDERGROUND TELEVISION
- OVERHEAD TELEVISION
- CHAIN LINK FENCE
- WOOD FENCE
- BARBED WIRE FENCE
- FIBER OPTIC
- RIGHT OF WAY
- ROAD CENTERLINE



PLANTING AREA LEGEND

SYMBOL	CODE	BOTANICAL / COMMON NAME
SHRUB AREAS		
		MEADOW
	AM2	ACHILLEA MILLEFOLIUM / COMMON YARROW
	AH2	AMSONIA HUBRICHTII / ARKANSAS BLUESTAR
	AG2	ANDROPOGON GERARDII / BIG BLUESTEM
	EP2	ECHINACEA PURPUREA / CONEFLOWER
	PV2	PANICUM VIRGATUM / SWITCH GRASS
	SL2	SCHIZACHYRIUM SCOPARIUM / LITTLE BLUESTEM
	SN2	SORGHASTRUM NUTANS / INDIAN GRASS
		WOODLAND PERENNIALS
	AH2	AMSONIA HUBRICHTII / ARKANSAS BLUESTAR
	AG2	ANDROPOGON GERARDII / BIG BLUESTEM
	CQ2	CAREX GRANULARIS / MEADOW SEDGE
	EV	ELYMUS VIRGINICUS / VIRGINIA WILD RYE
	GC	GLANDULARIA CANADENSIS / ROSE VERBENA
	HC	HEUCHERA AMERICANA / AMERICAN ALUMROOT
	PW	PHLOX DIVARICATA / WOODLAND PHLOX
	PP	PODOPHYLLUM PELTATUM / MAYAPPLE
	PB	POLYGONATUM BIFLORUM / SOLOMON'S SEAL
	SL2	SCHIZACHYRIUM SCOPARIUM / LITTLE BLUESTEM
	VP	VIOLA PEDATA / BIRD'S-FOOT VIOLET
		STORMWATER PLANTINGS
	AG2	ANDROPOGON GERARDII / BIG BLUESTEM
	CF	CAREX FLACCA / BLUE SEDGE
	CS	CAREX STRICTA / TUSSOCK SEDGE
	JE	JUNCUS EFFUSUS / SOFT RUSH
	PV2	PANICUM VIRGATUM / SWITCH GRASS
	SL2	SCHIZACHYRIUM SCOPARIUM / LITTLE BLUESTEM

1 OVERALL LANDSCAPE PLAN
SCALE: 1"=60'-0"

3901 H College Ave., Suite 317
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SAN ANTONIO, TEXAS 78201
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www.lakeflato.com

PRISM DESIGN STUDIO
LANDSCAPE ARCHITECTURE

CIVIL ENGINEERING
CRAFTON TULL
3901 H COLLEGE AVE, STE 317,
FAYETTEVILLE, AR 72701

LANDSCAPE ARCHITECTURE
PRISM DESIGN STUDIO/CRAFTON TULL
501 N. 47TH ST, SUITE 450
ROGERS, AR 72756

STRUCTURAL ENGINEERING
SSR ENGINEERING OR QUP
1 SW 3 RD ELDER AVE, SUITE 1 100
TULSA, OK 74119

MEP OF RECORD
ERA ENGINEERING & CONSULTING
3 ENGR. APPLE ROCK, SUITE 1
FAYETTEVILLE, AR 72703

Planning Submittal April 2026

LSD-2025-0019 (RAMAY JR HIGH)

Page 47 of 71

FAYETTEVILLE PUBLIC SCHOOLS
Since 1871

RAMAY JUNIOR HIGH
NORTH COLLEGE AVENUE
FAYETTEVILLE, AR 72703

Key Plan

No.	Description	Date

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PROJECT NO: 24003.00
ISSUE DATE: 02/07/26
DRAWN BY: W. BURGESS
CHK BY:
SCALE:

PRELIMINARY PLANS

THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT

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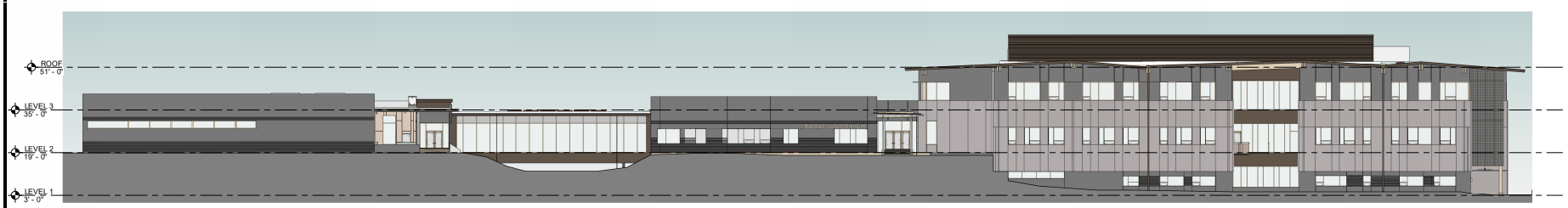
LANDSCAPE PLAN OVERALL

L-170



1 WEST OVERALL ELEVATION
SCALE: 1/16" = 1'-0"



2 EAST OVERALL ELEVATION
SCALE: 1/16" = 1'-0"



3 NORTH OVERALL ELEVATION
SCALE: 1/16" = 1'-0"



4 SOUTH OVERALL ELEVATION
SCALE: 1/16" = 1'-0"

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CRAFTON TULL
3604 COLLEGE AVE, STE 317
FAYETTEVILLE, AR 72703

LANDSCAPE ARCHITECTURE
PRINCIPLES IN STUDIO CRAFTON TULL
8016 N. 47TH ST, SUITE 400
ROGERS, AR 72756

STRUCTURAL ENGINEERING
JEGEN ENGINEERING GROUP
7030 S. YALE AVENUE, SUITE 1100
TULSA, OK 74136

MEP OF RECORD
EMA ENGINEERING & CONSULTING
3698 E. JOYCE BLVD, SUITE 1
FAYETTEVILLE, AR 72703

Planning Commission
April 13, 2026
LSD-2025-0019 (RAMAY JR HIGH)
Page 48 of 71

FAYETTEVILLE PUBLIC SCHOOLS
Since 1871

NORTH COLLEGE AVENUE
FAYETTEVILLE, ARKANSAS 72703

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. 3630.001
ISSUED ON: 10/06/2025
CONTACT:
QC BY:
QC DATE:

100% DESIGN DEVELOPMENT

THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT

NOT FOR CONSTRUCTION

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OVERALL EXTERIOR ELEVATIONS BUILDING

A-201 (1)

PRINTED BY:
DATE/TIME PLOTTED:
FILE NAME:

LSD-2025-0019
Public Comment

From: S McD <susan12mcdonald@gmail.com>
Sent: Monday, January 12, 2026 9:14 AM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: Re: Plan and the Reality

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, Jessie! This is such a nightmare. Our world is changing and we must, Must protect the natural world. It's not easy, when there are so many fun, new bright and shiny ideas.... but the fact is.... we are in some trouble with the climate. A forest is an Amazing Asset to a town. (a city.)

Thank you for sending the information onward. I'm trying to get an engineer to go over the plans with me, because there seem to be discrepancies. How this has come about is ... way too fast.

Thank you for your consideration.

Susan

On Mon, Jan 12, 2026 at 8:13 AM Masters, Jessica <jmasters@fayetteville-ar.gov> wrote:

Good morning,

Thank you for submitting this information to the City. The associated item, LSD-2025-0019, is tentatively expected to appear on the Planning Commission agenda on February 23. Staff have received your comment, and it will be included for the Planning Commission's information for that hearing. I have also forwarded this information to our City Engineer so they could evaluate whether there are any discrepancies with the related grading permit for the boring work.

Please let me know if you have any further questions.

Jessie

From: S McD <susan12mcdonald@gmail.com>
Sent: Friday, January 9, 2026 9:58 PM
To: Berna, Scott <scott.berna@fayetteville-ar.gov>; Bunch, Sarah <sarah.bunch@fayetteville-ar.gov>; Moore, Sarah <sarah.moore@fayetteville-ar.gov>; Stafford, Bob <bob.stafford@fayetteville-ar.gov>; Jones, D'Andre <dandre.jones@fayetteville-ar.gov>; Wiederkehr, Mike <mike.wiederkehr@fayetteville-

LSD-2025-0019
Public Comment

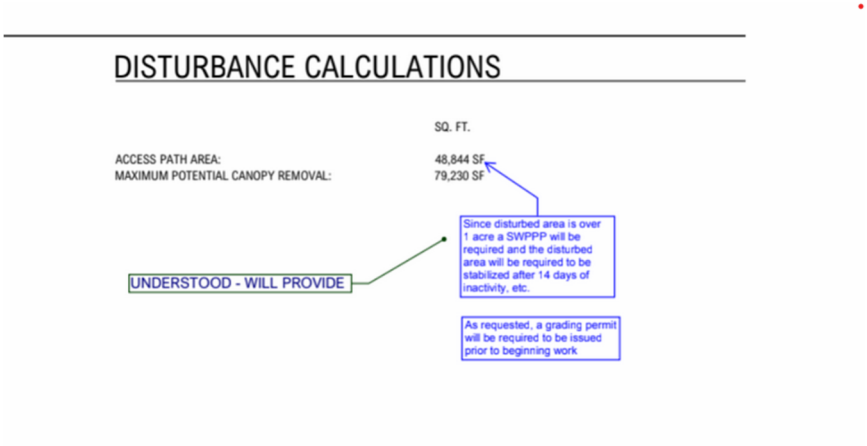
ar.gov>; Ziegler, Gracie <gziegler@fayetteville-ar.gov>; Mayors Office <MayorsOffice@fayetteville-ar.gov>; Turk, Teresa <teresa.turk@fayetteville-ar.gov>; Jones, Monique <monique.jones@fayetteville-ar.gov>; Masters, Jessica <jmasters@fayetteville-ar.gov>; CityClerk <cityclerk@fayetteville-ar.gov>
Subject: Plan and the Reality

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 Mayor Rawn and Councilmembers,

I am writing to share a brief **Plan vs Reality** comparison regarding the Ramay site, using the applicant's own project documents alongside current aerial imagery.

PLAN — What the applicant documented



Ramay Boring Exhibit – Disturbance Calculations]

The Ramay Boring Exhibit explicitly documents:

- **48,844 square feet of access-path disturbance**
- **79,230 square feet of maximum potential canopy removal**
- Confirmation that the **disturbed area exceeds one acre**, triggering:
    - A required **Stormwater Pollution Prevention Plan (SWPPP)**
    - Stabilization after 14 days of inactivity
    - A grading permit required prior to beginning work

These statements appear directly in the project exhibit and are not interpretive.

LSD-2025-0019
Public Comment

REALITY — What is visible on the ground



The attached aerial image shows:

- **Wide, continuous cleared corridors** cut through intact forest
- **Curving and branching routes** consistent with vehicle-scale access, not isolated testing points
- **Exposed soil, staging areas, and canopy fragmentation** within the forest interior

These site conditions closely match the scale and configuration of the access paths shown in the exhibit.

Why this matters

Together, these images demonstrate that the level of disturbance described in the Ramay Boring Exhibit is **not hypothetical**. The access paths and forest impacts anticipated in the planning documents are now **visibly present on the site**, prior to final land-use decisions.

I respectfully request that this documented disturbance be clearly acknowledged and incorporated into Council's ongoing review, including considerations related to tree preservation, permitting, and cumulative environmental impact.

LSD-2025-0019
Public Comment

Sincerely,

Susan McDonald

From: Masters, Jessica
Sent: Tuesday, January 6, 2026 4:56 PM
To: Lana Harris <lanalharris08@gmail.com>; Wonsower, Donna <dwonsower@fayetteville-ar.gov>
Subject: RE: Tech Plat questions: Ramay Jr. High

Good afternoon, Lana,

Donna forwarded me your email. I am the Planner who has been working on this item, and she was presenting information on my behalf at last week's Tech Plat since I was out of the office.

See below for a link to the Civil Set that includes staff mark-ups from the Tech Plat meeting that was held on Dec. 31. I hope this is the information you are looking for; please let me know if there is something more specific that you need and I am happy to provide.

https://www.dropbox.com/scl/fi/7w06c8j7q1yf7ax52rcno/24303600-Ramay-Jr-High-Civil-Set_v2-1.pdf?rlkey=vsqy6tnpeop1s9sh2y0m04hnh&st=0qqtosjo&dl=0

As far as the applicant's timeline, they have informed me that they intend to resubmit on Jan. 14, which would put them on the Jan. 28 Tech Plat hearing. If forwarded from that meeting, they would be heard by the Planning Commission on Monday, Feb. 23.

Thank you, and don't hesitate to follow up with more questions should you have them.

Jessie

Jessie Masters, AICP

From: Lana Harris <lanalharris08@gmail.com>
Sent: Friday, January 2, 2026 4:01 PM
To: Wonsower, Donna <dwonsower@fayetteville-ar.gov>
Subject: Tech Plat questions: Ramay Jr. High

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LSD-2025-0019
Public Comment

Good afternoon, Donna. I was in attendance for the Tech Plat review on Wednesday morning. Is it possible to get a copy of the slide that was presented during the Ramay Jr. High portion of the agenda? I took a picture with my phone, but there are so many tiny details that it isn't legible in the photo.

I also have a few other questions I hope you can help me with. Since the Ramay item was tabled, what does that mean for the timeframe on that? I know the consultants were asked to modify a few things and resubmit items. Is there a deadline for them to submit that information? Is there an expected date it will come before Tech Plat again? As I understand the process (and I really don't know much about it at all), it has to clear Tech Plat before it goes to the Planning Commission again. Is that correct?

I apologize for all the questions, and I appreciate any help you can provide.

Happy New Year!

Lana Harris

479-445-8002

lanalharris08@gmail.com

-----Original Message-----

From: Bill Russell <billrussellark@gmail.com>

Sent: Wednesday, January 28, 2026 3:10 PM

To: Planning Shared <planning@fayetteville-ar.gov>

Subject: New Jr. High School

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.

I am writing to voice my opposition to the proposed new Jr. High School.

In my estimation it would be an unpractical location for Fire and emergency services support.... Inclement weather,....Additionally it is nearly twice the cost of the similar Jr. High School in Springdale... finally there are other locations in Fayetteville better suited.

Bill Russell

2134 Berry Street

Fayetteville

LSD-2025-0019
Public Comment

Kit Williams, Mayor, and City Staff,

I appreciate the fact that the City Engineer responded on January 20th to my inquiry of Jan 3rd and 5th and as you can see my concerns are validated in that the Fayetteville Public Schools engineer has finally marked boundary lines and the trees and debris were pushed onto my property.

Why would any of this work have started before boundary lines were established and marked for property owners review?

Why has the road construction started with large rock being placed through to Mark Mills if it is not to be an entrance? I assume this may be for construction equipment but that should be after large scale development has approved permits

Are the FPS engineers going to face fines from the City of Fayetteville for encroachment onto personal property? I am aware that fines have been levied against developers for this very reason

I also question the response of the City Engineer that the geotechnical/boring reports "are not shared with or reviewed by the city"? How could this be? How can Technical/Plat review plans without this information and other information such as flood zones, stormwater, retaining walls (one estimated at 40 ft), crosswalks, etc?

I have also now been made aware that the traffic study from December that was reviewed by many is VASTLY different from the traffic study completed this month!! The City Council didn't wait for the current studies to be completed and filed; now there are significant complications.

I am hoping that the Technical/Plat meeting on the 28th will be addressing these issues and not just rubber stamp this project because it involves the Fayetteville Public Schools.

I appreciate your time and review of these matters, and any response would be greatly appreciated

Shelby Rogers

479-935-5866

Ward 3

LSD-2025-0019
Public Comment

From: Shelby Rogers <ShelbyR@GurthetMedia.com>
Sent: Friday, February 20, 2026 4:34 PM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>
Cc: Curth, Jonathan <jcurth@fayetteville-ar.gov>
Subject: Re: Planning Commission Meeting February 23rd

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Jessie,

Thank you for your response.

However, I still find all of these actions deceptive especially as I am not able to attend March 9th.

The public and landowners who were notified should be able to speak as we were notified and will be there! It is inappropriate that at this late time that the chair will not allow landowner comment after we have arranged our schedules to be there!!

Not appropriate and perhaps not legal!

Shelby E Rogers

479-935-5866

Sent from iPhone

On Feb 20, 2026, at 4:27 PM, Masters, Jessica <jmasters@fayetteville-ar.gov> wrote:

Shelby,

My apologies – it was never my intention to mislead, so please allow me to try to clarify.

The item is still being placed on the Feb. 23 Planning Commission agenda. The applicant has requested to table the item until March 9, and staff recommends in favor of the applicant's request. The Planning Commission will still need to take a vote on the item, so members of the public are still invited to attend the meeting. It is up to the Planning Commission chair whether they still wish to hear public comment.

LSD-2025-0019
Public Comment

Please let me know if you have any questions.

Jessie

Jessie Masters, AICP

Planning Director

Development Services

City of Fayetteville, Arkansas

(479) 575-8239

www.fayetteville-ar.gov

Website | Facebook | Twitter | Instagram | YouTube

<image001.png>

From: Shelby Rogers <ShelbyR@GurthetMedia.com>
Sent: Friday, February 20, 2026 4:19 PM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>
Cc: Curth, Jonathan <jcurth@fayetteville-ar.gov>
Subject: Re: Planning Commission Meeting February 23rd

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Jessie,

I have just been notified that the public might not be able to comment on Monday evening at the planning commission meeting.

This is the opposite of the email you just sent me yesterday!!

I also take issue with the fact that “applicant has requested tabling” as the agenda states the “Staff recommends tabling”.

This seems like a very deceptive action on the city staff and planning commission’s parts.

Shelby E Rogers

479-935-5866

Sent from iPhone

LSD-2025-0019
Public Comment

On Feb 18, 2026, at 4:50 PM, Masters, Jessica <jmasters@fayetteville-ar.gov> wrote:

Good afternoon, Shelby,

The applicant has requested to table themselves until the March 9 meeting. In these instances, the item is typically not presented to the Planning Commission, but members of the public are still permitted to speak since it was already notified.

Since the applicant is requesting to table to a specific date, code does not require them to renotify.

Jessie

Jessie Masters, AICP

Planning Director

Development Services

City of Fayetteville, Arkansas

(479) 575-8239

www.fayetteville-ar.gov

Website | Facebook | Twitter | Instagram | YouTube

<image001.png>

From: Shelby Rogers <ShelbyR@GurthetMedia.com>
Sent: Wednesday, February 18, 2026 4:47 PM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>; Curth, Jonathan <jcurth@fayetteville-ar.gov>
Subject: Planning Commission Meeting February 23rd

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LSD-2025-0019
Public Comment

Jessie and/or Jonathan,

I have heard a rumor that the Planning Commission meeting scheduled for Monday 23rd is being rescheduled?

Is this true or just talk? And if true, why? And I assume new letters will be sent out to all adjacent landowners?

Shelby Rogers

2228 & 2190 North College Avenue

From: Andrea Fournet <andreafournet@gmail.com>
Sent: Friday, February 20, 2026 4:01 PM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: Re: Public Hearing Process - Applicant Request to Table

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 Jessie,

I appreciate you getting back to me so quickly and your clarification on this issue.

This email is very helpful and I will plan to send it out to everyone who has inquired to me about this change.

May you have a wonderful weekend and enjoy those beautiful children of yours.

Warm regards,

Andrea

Andrea Fournet, C-IAYT
CEO/Founder - AYC
Arkansas Yoga and Therapy Center, Inc.

On Fri, Feb 20, 2026 at 3:48 PM Masters, Jessica <jmasters@fayetteville-ar.gov> wrote:

Good afternoon, Andrea,

LSD-2025-0019
Public Comment

Thank you for calling the City of Fayetteville Planning Department regarding the applicant's request to table LSD-2025-0019 for Ramay Jr. High.

As we discussed on the phone, the item is still on the February 23 Planning Commission agenda, but the applicant submitted a request to table the item until the March 9 meeting. Under 157.01(E), if an item is tabled to a specific date, no new public notification is required. The Planning Commission will still have to take a vote to table the item.

The Planning Commission chair, Andrew Brink, may opt to not hear public comment at the February 23 hearing, since the applicant will not be presenting their project that evening.

Members of the public are still invited to attend the February 23 meeting. Please let me know if you have any other questions.

Jessie

Jessie Masters, AICP

Planning Director

Development Services

City of Fayetteville, Arkansas

(479) 575-8239

www.fayetteville-ar.gov

Website | Facebook | Twitter | Instagram | YouTube

From: Curth, Jonathan <jcurth@fayetteville-ar.gov>
Sent: Thursday, February 19, 2026 5:23 PM
To: Dede Peters <dedepictures.4@gmail.com>
Cc: Masters, Jessica <jmasters@fayetteville-ar.gov>; Williams, Kit <kwilliams@fayetteville-ar.gov>
Subject: RE: LSD-2025-0019 Public Signage

Dede,

LSD-2025-0019
Public Comment

Yes, staff crafted the signs and we hold a validated document of the multiple sign postings associated with the project (attached). Additionally, since our correspondence earlier this week, the applicant's representative revisited all the sign posting locations to confirm their status. All were in place except for the one on College that you noted, which was found by Crafton Tull in the on-site creek near the street. This was re-installed.

Thanks,

Jonathan Curth, AICP

Development Services Director

Development Services Department

City of Fayetteville, Arkansas

479.575.8308

jcurth@fayetteville-ar.gov

Website l Facebook l Twitter l Youtube

From: Dede Peters <dedepictures.4@gmail.com>
Sent: Wednesday, February 18, 2026 2:52 PM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>; Curth, Jonathan <jcurth@fayetteville-ar.gov>; Williams, Kit <kwilliams@fayetteville-ar.gov>
Subject: LSD-2025-0019 Public Signage

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.

Emailing you all with this concern since I have a couple of other email threads going about notification.

Today, February 18, 2006, I went to ensure all the public notification signs are in place for LSD-2025-0019. The project requests variances on three parcels:
- one fronting College
- one fronting Marks Mills
- one fronting Ash.

There is no sign on College Ave for the Feb 23 PC meeting. There is a sign on the ground for the Oct 27, 2025 rezone meeting . Was there ever a sign? It may have been maliciously

removed. It may have been knocked over and lost by the very sloppy College Ave Project contractors. Either way, there is no sign and I don't know how long it's been missing. I think that stretch of College gets 30,000 vehicle trips. That is a lot of eyes missing important information.

On Marks Mills there is a sign up for the Feb 23, 2026 meeting and the Oct 27, 2025 meeting.

On Ash there is a sign for the Feb 23 meeting.

Photos attached.

-Dede Peters



LSD-2025-0019
Public Comment





LSD-2025-0019
Public Comment





-----Original Message-----

From: Paige Lorrabeth <paigelorrabeth@gmail.com>

Sent: Wednesday, February 18, 2026 8:11 PM

To: Planning Shared <planning@fayetteville-ar.gov>

LSD-2025-0019
Public Comment

Subject: In Support of the New Ramay Construction

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.

Fayetteville Planning Commission,

I'm writing to share my support for the building of a new Ramay in the proposed location on College Ave. It has come to my attention that there are still people against this and writing to you to tell you so. I wanted to make sure someone in support spoke out because as we know that happens all too infrequently with these sort of things. I'm pleased that this project has progressed and is happening. I have a 3rd grader who will be in the first class to attend this new school when it gets built and is benefiting from all the new feeder school system and the school changes right as they come up. We're so thrilled about the progress Superintendent Mulford has brought to our school district and I appreciate when planning supports his innovative initiatives. Thank you all for your time, and please remember that there are many families quietly living life, getting our kids to school in the morning, and not raising a stink about this or responding at all because we're just happily watching the progress come.

Paige

From: Michele Sutton <msutton12383@hotmail.com>
Sent: Tuesday, February 17, 2026 8:50 AM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: Rethink Ramay

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.

City Planners,

Please pause the large scale development request for Ramay Jr High School until there is more time to study all of the traffic and safety issues.

I am concerned about traffic congestion and children crossing College Ave at a very busy intersection. The entrance to the proposed site is on a sharp curve which creates safety hazards for pedestrians as well.

The site itself is unsuitable due to soil composition and erosion concerns.

LSD-2025-0019
Public Comment

I am also concerned about the lack of multiple entrance and exits as it could affect first responders access, safety in the event of a shooting event, etc.

Thank you,

Michele Sutton

1116 S Jaybird Ln 72701

Get Outlook for iOS

From: Dede Peters <dedepictures.4@gmail.com>
Sent: Wednesday, March 4, 2026 5:22 AM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: Recipient error for LSD-2025-0019 notification letter

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.

Jessica,

I've reviewed the documents in my FOIA request (2026-73) regarding LSD-2025-0019 notification. I have found multiple issues with the applicant's submitted documents and I remain quite concerned about staff's failure to review submitted documents and the overall public notification process.

The most significant of my findings is that the applicant failed to notify current residents as required in UDC 157.02. This information is located on webpage /698 as well as the hyperlinked tutorial PDF on that page. I'm not quite sure how the applicant negligently missed the information about needing to notify current residents with separate addresses in addition to the property owner.

157□02 - Development

Notification of public hearings for development applications shall occur as follows:

(A)

Public Hearing Required. A public hearing shall be held at the meeting of the Planning Commission, in accordance with the Unified Development Code the established bylaws of the Planning Commission.

LSD-2025-0019
Public Comment

(B)

Applicability. Development applications include, for the purpose of notification, preliminary plats, concurrent plats, large scale developments, variances from development requirements as listed in Section 156.03(C) and Section 156.07(A), and administrative items. If an application does not require a public hearing, notification is not required.

(C)

Notice of Public Hearing. For all development applications related to specific properties, the applicant shall provide the following notice:

(1)

Who Gets Notice. Notice of the proposed action shall be given to all landowners and residents with separate addresses within 200 feet of the boundary line of the property on which the use is proposed. Residents with separate addresses shall be notified by first class letter addressed to the 'current resident' to each address found in the city's address point file.

Please let me know what actions the Planning Department will take regarding this.
Sincerely,
Dede Peters

From: Jennifer Cook <jpinkertoncook@swbell.net>
Sent: Monday, March 23, 2026 8:53 AM
To: Brink, Andrew <andrew.brink@fayetteville-ar.gov>; Holeyfield, Ashlyn <ashlyn.holeyfield@fayetteville-ar.gov>; Payne, Brad <brad.payne@fayetteville-ar.gov>; Gulley, Fred <fred.gulley@fayetteville-ar.gov>; Madden, Mary <mary.madden@fayetteville-ar.gov>; McGetrick, Mary <mary.mcgetrick@fayetteville-ar.gov>; Castin, Nick <nick.castin@fayetteville-ar.gov>; Werner, Nick <nick.werner@fayetteville-ar.gov>; Planning Shared <planning@fayetteville-ar.gov>
Subject: RAMAY LSD - Please leave on first reading

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LSD-2025-0019
Public Comment

PLEASE INCLUDE AS A LATE ADDITION TO COMMISSION PACKETS

Hello commissioners,

Agenda information for the Ramay Junior High School LSD was only available to citizens on Friday, March 20. We need more time to review what is proposed for this very important development that will affect us for decades to come. Please leave on the first reading today, March 23.

The district's failure to properly notify residents before the last meeting should not mandate a rush on your part.

In case you do vote tonight, please vote against the variance not to require sidewalk improvements to the south side of Ash Street. This sidewalk is in desperate need of improvement and that will never happen if a development of this magnitude is not required to build it. The trail through the Ramay site will not help connect the part of the neighborhood south of the development and goes against the district's own stated goal to encourage walkability.

In addition, I have serious concerns about this statement by staff on page 4: "Access Management/Connectivity: Staff has determined that the proposed development is largely compliant with the City's access management and connectivity standards. **166.25 does not apply to institutional uses.**

Why would 166.25, which requires rather than encourages connectivity, not apply to institutional uses? P-1 potentially creates a lot more traffic than many other uses, so 166.25 should absolutely apply. This isn't even in the form of a variance you can affirm or deny. It is just stated as fact.

The district should be required, like any developer, to provide multiple street and sidewalk connections to ensure this is not an isolated site.

In addition, I am very concerned about the district's plans for the three-way intersection of Ash, Walnut and the district's "driveway" to Ash. During drop-off and pick-up, this intersection will create gridlock stretching back to College Avenue and Old Wire Road. I hope you have the design skills to figure out how to mitigate that, if it's even possible.

Thank you,

Jennifer Cook

1848 N. Wheeler Ave.

LSD-2025-0019
Public Comment

From: Shelby Rogers <ShelbyR@GurthetMedia.com>

Sent: Monday, March 23, 2026 2:02 PM

To: Planning Shared <planning@fayetteville-ar.gov>

Cc: CityClerk <cityclerk@fayetteville-ar.gov>

Subject: Ramay LSD

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.

Good afternoon.

I am writing this email as I am out of town. I have adjacent property to this location and have several issues with the plan.

The variances being requested are mostly due to the fact that the planned school for this location is not appropriate and because of that, variances are now being requested after statements were made at rezoning, “that it was suitable for this site”.

Drive Aisle Width: so because of heavy traffic you now want to reduce the size of the aisle width! This is going to cause all kinds of problems with radius turning of school busses and car traffic!

Residential Link: so the slope on Ash St is too steep to put in sidewalks and trails and yet a school can be located there????

Higher Classification Street: with there not being a left turn on Ash St, it would seem logical that much more than 2/3 of traffic will be at College. It is inappropriate to allow variances on curb cuts! If Ash is “too steep and narrow and not suitable for main entrance” why should a school be located there?

Cross Access: the FPS’ signed the agreement with the seller not to use that entrance and it should not be a variance as FPS was knowledgeable about this issue and still bought the property! This is on FPS not the citizens of Fayetteville. Safety first!!!

Bottom line: FPS and the developers have caused these variance requests by trying to locate a school at an inappropriate location.

This should not move forward!!!

Shelby E Rogers

479-935-5866

LSD-2025-0019
Public Comment

From: Brink, Andrew <andrew.brink@fayetteville-ar.gov>
Sent: Monday, March 23, 2026 5:25 PM
To: Britt Dobbins <brittd39@gmail.com>
Cc: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: Re: LSD-RAMAY- RESIDENT AT 518 E ASH CONCERNS- LIMITS OF DISTURBANCE

Thanks for reaching out, Britt. I'll try to hit on some of those concerns in tonight's meeting. If you're unable to attend, you can watch on Zoom or the City's YouTube Channel. If unable to watch live, you can watch the recording on the City's website.

If you have future or additional questions, I would reach out to City staff. I would start with Jessie Masters, cc'd.

Thanks,

Andrew Brink

Planning Commission

From: Britt Dobbins <brittd39@gmail.com>
Sent: Monday, March 23, 2026 4:15:03 PM
To: Brink, Andrew <andrew.brink@fayetteville-ar.gov>; Holeyfield, Ashlyn <ashlyn.holeyfield@fayetteville-ar.gov>; Payne, Brad <brad.payne@fayetteville-ar.gov>; Gulley, Fred <fred.gulley@fayetteville-ar.gov>; Madden, Mary <mary.madden@fayetteville-ar.gov>; McGetrick, Mary <mary.mcgetrick@fayetteville-ar.gov>; Cabe, Matthew <matthew.cabe@fayetteville-ar.gov>; Castin, Nick <nick.castin@fayetteville-ar.gov>; Werner, Nick <nick.werner@fayetteville-ar.gov>
Subject: LSD-RAMAY- RESIDENT AT 518 E ASH CONCERNS- LIMITS OF DISTURBANCE

LSD-2025-0019
Public Comment

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Hello,

I am writing to share concerns regarding the Ramay Middle School project plans.

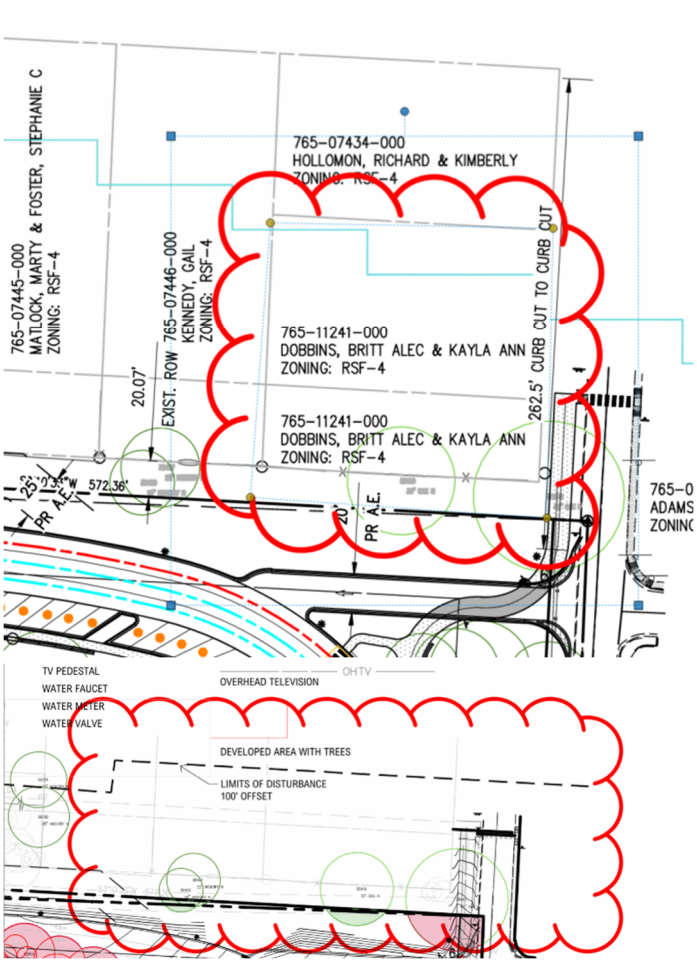
Per plan sheet L-030, the limits of disturbance appear to extend very near to—or potentially onto—my property, where several old-growth trees are located. I ask for clear confirmation of how these limits were established, what protections will be in place to prevent encroachment or damage, and how any impacts to my property would be addressed and remedied if they occur.

I am also concerned that the planned crosswalk construction may encroach on my drive way causing damage. Additionally, the added entrances along E Ash raise concerns about increased traffic, safety, and congestion in the immediate area.

I understand the project is moving forward and recognize its community benefits. I simply ask that property boundaries are respected and impacts to neighboring residents are minimized.

Thank you for your time and attention. I look forward to your response.

LSD-2025-0019
Public Comment



Respectfully,

Britt Dobbins

Resident 518 E Ash Street Fayetteville, AR 72703

518-708-5416

LSD-2025-0019
Public Comment

From: jimg20aia <jimgallagheraia@gmail.com>
Sent: Saturday, April 11, 2026 6:39 PM
To: Mayors Office <MayorsOffice@fayetteville-ar.gov>; CityClerk <cityclerk@fayetteville-ar.gov>; Williams, Kit <kwilliams@fayetteville-ar.gov>
Cc: Andrea Fournet <andreafournet@gmail.com>; Lana Harris <lanalharris08@gmail.com>
Subject: Proposed Ramey JHS

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.

I thank you for your willingness to lend the city your expertise and time to serve. As an architect who specializes in the planning and zoning phase and a former member of the Washington County Planning Board, I understand more than most people. I will be out of the country on a trip that was planned months ago. I will not be able to appear in person, but I do want to remind you of the importance of this project.

I, along with many others, appeared before you during the earlier phases of this project. We tried to explain the problems with this project on this site. We talked about the traffic, the soil instability, grading problems, the stripping of the site vegitation, and many, many other issues. In spite of the overwhelming issues, you approved this project. You kept saying it was only a zoning change. Now, you are dealing with the details you refused to talk about then. This is what happens when you approve a zoning change. Do you think you can correct everything that is wrong with this project in a single public hearing?

There is nothing wrong with admitting that the new information you have is forcing you to reconsider your position. There is also nothing wrong with saying that the number and degree of variances that the applicant is seeking are proof on their face that the use and site are not compatible.

There are far too many conflicts, deficencies, and incompatable conditions to reasonably explain them here or in a five minute oral presentation during your hearing. Consider that as you are having to pull all the pieces of this project together when trying to make a picture of what the applicant is proposing.

Please give this project the objective evaluation it deserves. Do not allow the name of the applicant to give any benefit to them that you would not give to any other applicant. The future of our city depends on your decision.

LSD-2025-0019
Public Comment

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JIM GALLAGHER, AIA, CBO
12279 Martin Road
Fayetteville, AR 72704

479-530-7103

jimgallagheraia@gmail.com

Registered in Arkansas, Texas
California, and NJ

From: Shelby Rogers <ShelbyR@GurthetMedia.com>
Sent: Monday, April 13, 2026 8:26 AM
To: Brink, Andrew <andrew.brink@fayetteville-ar.gov>; Brewer, H. Rice <hrice.brewer@fayetteville-ar.gov>; Gulley, Fred <fred.gulley@fayetteville-ar.gov>; Madden, Mary <mary.madden@fayetteville-ar.gov>; McGetrick, Mary <mary.mcgetrick@fayetteville-ar.gov>; Cabe, Matthew <matthew.cabe@fayetteville-ar.gov>; Castin, Nick <nick.castin@fayetteville-ar.gov>; Werner, Nick <nick.werner@fayetteville-ar.gov>; Holeyfield, Ashlyn <ashlyn.holeyfield@fayetteville-ar.gov>
Cc: Agenda Item Comment <agendaitemcomment@fayetteville-ar.gov>; CityClerk <cityclerk@fayetteville-ar.gov>
Subject: Ramay LSD Planning Commission- Variances requested

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.

Good afternoon.

I have adjacent property to this location and have several issues with the plan.

The variances being requested are mostly because the planned school for this location is not appropriate and because of that, variances are now being requested after statements were made at rezoning, “that it was suitable for this site”.

LSD-2025-0019
Public Comment

Drive Aisle Width: the FPS is asking for a variance to reduce aisle width when heavy traffic is already unsafe. This is going to cause all kinds of problems with radius turning of school buses and car traffic!

Residential Link: the slope on Ash St is too steep to put in sidewalks and trails and yet a school can be located there? The request for this variance is inappropriate and the comments by Andrew Brink to have sidewalks in his neighborhood are not equitable to neighboring property owners and should be illegal.

Higher Classification Street: with there not being a left turn on Ash St, it would seem logical that much more than 2/3 of traffic will be at College Avenue. It is inappropriate to allow variances on curb cuts! If Ash is "too steep and narrow and not suitable for main entrance" why should a school be located there? College is already overcrowded.

Cross Access: the FPS' signed the agreement with the seller not to use that entrance and it should not have been a variance as FPS was knowledgeable about this issue and still bought the property! This is on FPS not the citizens of Fayetteville. Safety first!!!

Bottom line: FPS and the developers have caused these variance requests by trying to locate a school at an inappropriate location.

PLEASE stay with the Unified Development Code and DO NOT allow these variances!!

Sincerely,

Shelby Rogers

2190 & 2228 N College Ave

From: KC Tucker <kcdtucker@gmail.com>
Sent: Sunday, April 12, 2026 5:18 PM
To: Agenda Item Comment <agendaitemcomment@fayetteville-ar.gov>
Subject: Strong Support for the New Ramay Junior High Project

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

Dear Members of the Fayetteville City Council,

I am writing to express my **strong** support for the new Ramay Junior High project. To be respectful of your time and the time of City workers, I submit this support in writing.

LSD-2025-0019
Public Comment

As 20+ year resident of Fayetteville and a parent with children currently enrolled in FPS, including one who will directly benefit from this new facility, I feel it is important to speak from a position grounded in both personal experience and long-term community interest. This project is not abstract to my family—it is directly tied to the quality of education and resources my child will receive.

Frankly, I am disappointed that this issue appears to be reopening for debate. From my perspective, this should already be a settled matter. The need for updated, adequately sized, and modern educational infrastructure is clear, and delaying progress only undermines the district's ability to serve its students effectively.

I also want to emphasize that the District appears to have done its due diligence in identifying an appropriate and available site for the new Ramay. Suitable land within a reasonable distance of the student population is limited. If this site is abandoned, the likely alternative would be a location farther from where students actually live—potentially on the edge of town. That shift would carry real, ongoing costs: increased transportation time for students, higher fuel and busing expenses, and reduced accessibility for families - *disproportionately impacting families and students with limited resources*. Over time, those operational costs would very likely exceed any additional upfront expense associated with building on the current site's terrain.

Beyond cost and logistics, there is also a broader planning principle at stake. Prioritizing an in-town, infill location for a public school supports more efficient land use, reduces unnecessary sprawl, and keeps essential community infrastructure closer to the families it serves. Pushing new development to the outskirts of Fayetteville would not only increase infrastructure and transportation burdens but also run counter to sustainable growth patterns that benefit the city long-term.

It is also concerning to see what appears to be a vocal minority exerting disproportionate influence over a project that serves the broader community. While public input is important, it should not come at the expense of necessary and widely beneficial improvements to our school system.

I urge the Council to remain focused on the long-term needs of Fayetteville's students and families and to fully support the Ramay Junior High project without further delay.

Thank you for your time and consideration.

Sincerely,
KC Tucker

LSD-2025-0019
Public Comment

From: lucy and george imrie <lugeo7@yahoo.com>
Sent: Monday, April 13, 2026 7:38 AM
To: CityClerk <cityclerk@fayetteville-ar.gov>; Mayors Office <MayorsOffice@fayetteville-ar.gov>
Subject: Fw: Ramay Junior High

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----- Forwarded Message -----

From: lucy and george imrie <lugeo7@yahoo.com>

To: kwilliams@fayetteville-ar.gov <kwilliams@fayetteville-ar.gov>

Sent: Monday, April 13, 2026 at 05:36:56 AM PDT

Subject: Fw: Ramay Junior High

----- Forwarded Message -----

From: lucy and george imrie <lugeo7@yahoo.com>

To: andrew.brink@fayetteville-ar.gov <andrew.brink@fayetteville-ar.gov>

Cc: andrew.brink@fayetteville-ar.gov <andrew.brink@fayetteville-ar.gov>

Sent: Sunday, April 12, 2026 at 07:18:14 AM PDT

Subject: Ramay Junior High

Please reconsider the site chosen for the school, and find a site more suited for this large scale project, that will not require the complete alteration of the land. The slopes and soils are marginal at best for this project and the location is loaded with traffic concerns.

If the goal is to preserve the trees, than this is not where you would locate the school. The soil probe results prove that the site will require nearly complete destruction of the trees and permanently alter the site.

Thanks you for your time and consideration of this issue.

George Imrie

LSD-2025-0019
Public Comment

From: Leigh Anne Yeargan <leighanneyeargan@yahoo.com>
Sent: Friday, April 10, 2026 5:29 PM
To: Andrea Fournet <andreafournet@gmail.com>; Holeyfield, Ashlyn <ashlyn.holeyfield@fayetteville-ar.gov>; Brewer, H. Rice <hrice.brewer@fayetteville-ar.gov>; Gulley, Fred <fred.gulley@fayetteville-ar.gov>; Madden, Mary <mary.madden@fayetteville-ar.gov>; McGetrick, Mary <mary.mcgetrick@fayetteville-ar.gov>; Cabe, Matthew <matthew.cabe@fayetteville-ar.gov>; Castin, Nick <nick.castin@fayetteville-ar.gov>; Werner, Nick <nick.werner@fayetteville-ar.gov>; CityClerk <cityclerk@fayetteville-ar.gov>; City_Attorney <city_attorney@fayetteville-ar.gov>; Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: Vote No - New Ramay Junior HIgh LSD

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Dear Commissioners -

The Planning Commission is tasked with evaluating whether a Large Scale Development "could create or compound a dangerous traffic situation." The proposed new Ramay Junior High School will do both.

The Traffic Reports Are Meaningless Due to Multiple Errors and Baseless Assumptions

The School District has submitted ***four*** traffic studies. The first traffic study (October 2025) was wrong because the School District used the incorrect feeder patterns (which was only discovered after the report was made public). The second traffic study (December 2025) presumably contained the correct feeder patterns, but then a third traffic study (January 2026) was performed for some inexplicit reason.

In the January report, the amount of traffic on College south of Poplar decreased from 60% to 30%, The traffic from Ash increased from 20% to 50%. There is no explanation for these differences. Additionally, the Old Wire Road/Ash Street AM traffic delay increased +26.7% (sec/veh) with no explanation. The LOS rating dropped from a "C" to a "D."

The January report includes a new table - Table 7 - with queue results. This information was not in the October or December reports. It was added in January ***after*** the City Council voted on rezoning.

The January report states that the site will add ***220*** vehicles to the Poplar/College intersection during the AM peak hours, ***98*** vehicles during the afternoon peak hours, and ***42*** vehicles during the PM peak hours for a total of ***360*** combined peak hour

trips. These numbers differ significantly from those in the December report (126/125/24 for a combined total of 275). Again, there is no explanation for the discrepancy in numbers.

The January report, Table 3 - Projected Site Generated Trips, was revised again in February 2026 "***at the suggestion of city staff the rate for pm peak hour of generator was increased to match the rate of am peak hour of generator***." The February 2026 report purports to have an updated Table 3 - Projected Site Generated Trips. However, Figure 7 - which is the 2029 Total Traffic - is the same for both January and February. If the rate was increased in Table 3, then the numbers should be higher in Figure 7. The same is true of Tables 5 and 7 - the rates should be higher, but the numbers are the same as those in January. Ironically, the February report ***does not*** give the number of entering and exiting vehicles during the afternoon peak hours in the summary under Table 3. Instead, there are two blanks on the report where the numbers should be.

Similar to the traffic report that was submitted in support of the development at Dickson and Block Street, the report is at best "sloppy" but - regardless - unreliable evidence that traffic will not be a significant issue.

Ash is Not Safe Now

One of the proposed school entrances is at the bottom of Ash where it turns into Walnut. This slope is so steep that the School District asked for a variance not to build a sidewalk because it would be "unduly burdensome." During the site visit on March 19, the Planning Commission witnessed an accident on Ash. The School District predicts that ***50% of the site generated traffic will come from the East on Ash.*** And - there are two proposed cross-walks - one at the top of Ash and one at the bottom of Ash - but no stop signs. It doesn't take an engineer to know that the proposed school will only exacerbate existing safety issues by increasing traffic and injecting pedestrians into the mix.

There is no Analysis of Traffic on Township or College/Township Intersection

Conveniently, the School District did not analyze the impact of traffic on Township or at the College/Township intersection on the premise that all increased traffic will come from the South. This premise ignores reality. With only two entrances to the school - College and Ash - and the anticipated volume of cars, the queuing time will be significant. Parents wishing to avoid the lines will take Township to Marks Mill and drop their children off there to walk to school. Township is already crowded during peak hours with traffic travelling West backing up to the top of the hill. Wait times at the College/Township light are already abysmal. The failure to analyze traffic on Township should preclude further development.

LSD-2025-0019
Public Comment

Please vote no on the LSD for the new Ramay Junior HIgh School. Thank you for your time and attention.

Leigh Anne Yeargan

From: Andrea Fournet <andreafournet@gmail.com>
Sent: Saturday, April 11, 2026 8:04 AM
To: Mayors Office <MayorsOffice@fayetteville-ar.gov>; Williams, Kit <kwilliams@fayetteville-ar.gov>; Pennington, Blake <bpennington@fayetteville-ar.gov>; CityClerk <cityclerk@fayetteville-ar.gov>
Subject: Fwd: UDC needs to be followed and safety put first

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Hello -

For the record - my email to the planning commissioners

Respectfully,

Andrea Fournet

---------- Forwarded message ---------

From: **Andrea Fournet** <andreafournet@gmail.com>
Date: Fri, Apr 10, 2026 at 5:52 PM
Subject: UDC needs to be followed and safety put first
To: <andrew.brink@fayetteville-ar.gov>, <hrice.brewer@fayetteville-ar.gov>, <fred.gulley@fayetteville-ar.gov>, <mary.madden@fayetteville-ar.gov>, <mary.mcgetrick@fayetteville-ar.gov>, <matthew.cabe@fayetteville-ar.gov>, <nick.castin@fayetteville-ar.gov>, Werner, Nick <nick.werner@fayetteville-ar.gov>, <ashlyn.holeyfield@fayetteville-ar.gov>

Dear Commissioners -

As a Fayetteville resident, I'm concerned that the proposed Ramay Junior High School requires five variances from the Unified Development Code, suggesting the site has significant limitations. When a project cannot meet standards intended to protect safety, the environment, and surrounding neighborhoods, it raises serious questions about whether this is an appropriate location. Given the steep terrain, environmental concerns,

and potential traffic impacts, this proposal feels like an attempt to force an unsuitable site to work.

I respectfully ask that you delay or deny the application, rejecting the requested variances so a safer, more appropriate solution can be found.

Thank you for your consideration and the immense amount of time you have already spent on this proposal.

Andrea Fournet

ARKANSAS YOGA & THERAPY CENTER

ANDREA FOURNET, C-IAYT
CEO/Founder
479-521-9642
yogalady@aryoga.com
1949 N Green Acres Rd,
Fayetteville, AR 72703
www.aryoga.com

From: Andrea Fournet <andreafournet@gmail.com>
Sent: Saturday, April 11, 2026 1:40 PM
To: Brink, Andrew <andrew.brink@fayetteville-ar.gov>; Brewer, H. Rice <hrice.brewer@fayetteville-ar.gov>; Gulley, Fred <fred.gulley@fayetteville-ar.gov>; Madden, Mary <mary.madden@fayetteville-ar.gov>; McGetrick, Mary <mary.mcgetrick@fayetteville-ar.gov>; Cabe, Matthew <matthew.cabe@fayetteville-ar.gov>; Castin, Nick <nick.castin@fayetteville-ar.gov>; Werner, Nick <nick.werner@fayetteville-ar.gov>; Holeyfield, Ashlyn <ashlyn.holeyfield@fayetteville-ar.gov>; Mayors Office <MayorsOffice@fayetteville-ar.gov>; Williams, Kit <kwilliams@fayetteville-ar.gov>; CityClerk <cityclerk@fayetteville-ar.gov>; Pennington, Blake <bpennington@fayetteville-ar.gov>
Subject: Dense neighborhoods north of Township across from Summit Place and on up the hill.

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LSD-2025-0019
Public Comment

Dear Commissioners,

Many families live in the neighborhoods north of Township near the proposed Ramay Junior High site, yet I have been told, by several school board members, that students in this area may not be able to attend Ramay and instead would be bused or driven by their parents across town to Woodland Junior High—approximately 3.5 to 4 miles from the intersection of Township & College to Joyce & Highway 265. This raises serious concerns about equity and consistency as well as safety with the district's stated goals of walkability and bikeability.

How would students safely cross Township—a major, high-traffic corridor—if they did want to attend Ramay, walking or biking through Summit Place using the sidewalks that are being discussed and through the woods to the building? Has safe pedestrian and bicycle access across Township even been studied or addressed as part of this proposal?

I hope one of you will ask this question at the April 13th planning commission meeting.

Respectfully,

Andrea Fournet

ARKANSAS YOGA & THERAPY CENTER

ANDREA FOURNET, C-IAYT
CEO/Founder

479-521-9642
yogalady@aryoga.com
1949 N Green Acres Rd,
Fayetteville, AR 72703
www.aryoga.com

From: Michele Sutton <msutton12383@hotmail.com>
Sent: Sunday, April 12, 2026 8:03 PM
To: Brink, Andrew <andrew.brink@fayetteville-ar.gov>
Cc: Mayors Office <MayorsOffice@fayetteville-ar.gov>; Williams, Kit <kwilliams@fayetteville-ar.gov>; CityClerk <cityclerk@fayetteville-ar.gov>
Subject: Ramay Junior High

LSD-2025-0019
Public Comment

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.

Good evening,

I am writing to express concerns about the large scale development request for the new Ramay Jr High located on Ash/Walnut.

I respect that the planning commission has a difficult yet vitally important job. You folks are tasked with ensuring safe and sustainable growth that promotes public safety, public health, and environmental quality. I know that this particular project is backed by multi million dollar development companies, a very wealthy and persuasive school district, and many prominent citizens, which makes the decision even harder. I am simply requesting the city takes outside influence out of this decision and instead follows and enforces the unified development code.

The developer is currently requesting multiple variances, including narrower lane width than required by the code. These codes are there for a reason. Narrower drive aisles pose a safety risk to buses passengers and pedestrians alike because when a bus cannot navigate a sharp curve without entering the oncoming traffic lane there is an unsafe traffic condition.

Other concerns under the UDC unsafe traffic condition clause include: adding extremely heavy traffic at peak business hours to a business corridor that is already over capacity, limited emergency access both in and out of the school and also on College Ave during peak hours. This is a very serious concern. As a CPR trained and certified care professional, I know that literally every second counts in the event of cardiac arrest or stroke. Every minute an ambulance is delayed can and does result in death. There is no time to find alternate routes or getting around stand still traffic. I am concerned about our veteran neighbors trying to access urgent/emergency care at the VA hospital during peak hours (or heck even just make their morning appointments!), I am also concerned for students experiencing medical emergencies as well due to limited access in and out of the facility under the current plan, steep terrain, and narrow corridors.

I am also concerned about huge gaps in sidewalks going to the school and steep terrain with poor visibility for drivers coming around curves. I think promoting this area as a pedestrian/bike friendly area is irresponsible and a student fatality waiting to happen—-a preventable and predictable one at that.

In closing, please remember the old adage that what is right is not always popular and what is popular is not always right. This is a decision that will impact every citizen of Fayetteville. Please follow the UDC with no variances for this site.

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Public Comment

Thank you,

Michele Sutton

1116 S Jaybird Ln

Fayetteville AR 72701

Get Outlook for iOS

From: Jennifer Cook <jpinkertoncook@swbell.net>
Sent: Friday, April 10, 2026 9:08 PM
To: Brink, Andrew <andrew.brink@fayetteville-ar.gov>; Holeyfield, Ashlyn <ashlyn.holeyfield@fayetteville-ar.gov>; Brewer, H. Rice <hrice.brewer@fayetteville-ar.gov>; Gulley, Fred <fred.gulley@fayetteville-ar.gov>; Madden, Mary <mary.madden@fayetteville-ar.gov>; McGetrick, Mary <mary.mcgetrick@fayetteville-ar.gov>; Castin, Nick <nick.castin@fayetteville-ar.gov>; Werner, Nick <nick.werner@fayetteville-ar.gov>
Cc: Planning Shared <planning@fayetteville-ar.gov>; Mayors Office <MayorsOffice@fayetteville-ar.gov>
Subject: RAMAY LSD - There are NO SIDEWALKS on south adjacent streets WHEELER, EDNA or RAYVIEW

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PLEASE INCLUDE IN THE AGENDA PACKET

Planning Commissioners,

I am impressed with the mathematical gymnastics the Fayetteville School District came up with to address the condition of adding sidewalks in the Summit Place subdivision, the neighborhood of Planning Commission Chairman Andrew Brink. So, who won this round? Mr. Brink for getting a whopping $5,000 in "in lieu of" fees toward the Marks Mill sidewalks? Or, the district for … paying little in off-site improvements and still getting approval for this unfortunate LSD plan? I'd say that's check mate by the school district.

Hope that funny math of 25 students in the entire "walk shed" works out for everyone. Seriously? A total of 25 students are expected to walk, bike or be driven by a parent to the

LSD-2025-0019
Public Comment

treehouse school. I guess we really DON'T need any sidewalks (or trails) to ferry children to this site. That's good, because ...

Meanwhile, over on Wheeler Avenue, Edna Street and Rayview Drive, there are NO SIDEWALKS (other than a stub out in front of the short term rental on Rayview). How are you going to address these needed off-site improvements? What "in lieu of" fee applies here? We do not have a neighborhood representative on the Planning Commission to plead our case, but the fact remains, these three feeder streets are no different related to the safety of school children than the streets of Summit Place.

But this isn't about safety, now is it?

p.s. I hope the surly traffic engineer answers your questions this time. His information has been wildly different in each new draft provided. BTW, the "secondary" entrance on Ash Street bears the majority of the traffic, 60 percent, if the latest report is to be believed. [See screenshots.]

Sincerely,

Jennifer Cook

1848 N. Wheeler Ave.

Ward 3

From: Lana Harris <lanalharris08@gmail.com>
Sent: Monday, April 13, 2026 3:02 PM
To: CityClerk <cityclerk@fayetteville-ar.gov>
Subject: Fwd: Request to Deny – Dangerous Traffic Condition (UDC §166.02)

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

Please enter this communication into official public record. Thank you.

Lana Harris

479-445-8002

lanalharris08@gmail.com

---------- Forwarded message ---------
From: **Lana Harris** <lanalharris08@gmail.com>
Date: Mon, Apr 13, 2026 at 2:47 PM

LSD-2025-0019
Public Comment

Subject: Request to Deny – Dangerous Traffic Condition (UDC §166.02)
To: <andrew.brink@fayetteville-ar.gov>, <hrice.brewer@fayetteville-ar.gov>, <fred.gulley@fayetteville-ar.gov>, <Fredgulley1@gmail.com>, <mary.madden@fayetteville-ar.gov>, <mmadden86@hotmail.com>, <mary.mcgetrick@fayetteville-ar.gov>, <mjmcgetr@gmail.com>, <matthew.cabe@fayetteville-ar.gov>, <cabe.arch@gmail.com>, <nick.castin@fayetteville-ar.gov>, <ncastin@gmail.com>, <nick.werner@fayetteville-ar.gov>, <werner.nickc@gmail.com>, <ashlyn.holeyfield@fayetteville-ar.gov>
Cc: Mayor Molly Rawn <mayor@fayetteville-ar.gov>, <bob.stafford@fayetteville-ar.gov>, <dandre.jones@fayetteville-ar.gov>, <sarah.moore@fayetteville-ar.gov>, <mike.wiederkehr@fayetteville-ar.gov>, <scott.berna@fayetteville-ar.gov>, <sarah.bunch@fayetteville-ar.gov>, <teresa.turk@fayetteville-ar.gov>, <monique.jones@fayetteville-ar.gov>, Williams, Kit <kwilliams@fayetteville-ar.gov>, Pennington, Blake <bpennington@fayetteville-ar.gov>

Dear Planning Commissioners,

I am writing to respectfully request denial of the proposed Ramay Junior High Large Scale Development based on **UDC §166.02**, which allows denial if a project creates or compounds a **dangerous traffic condition**.

This proposal meets that standard and raises concerns in each of these areas:

- **High Traffic Volume:** College Avenue is a major arterial corridor carrying tens of thousands of vehicles per day and already experiences congestion and peak-hour backups. This project adds additional demand to an already strained roadway.
- **Topography:** The site includes steep slopes (~17%), which limit safe access and are specifically identified in the code as a contributing factor to dangerous traffic conditions. Ash Street access is constrained by this terrain.
- **Conflict with HHOD Intent:** The applicant states that meeting standard roadway requirements would require additional grading due to the steep hillside and instead requests reduced roadway widths to preserve HHOD intent.
  ***This indicates the site cannot meet roadway safety standards and also adhere to HHOD intent.
- **Failure to Meet Standards Without Exceptions:** The proposal relies on reduced lane widths and multiple variances from standard design requirements, indicating the site cannot accommodate compliant infrastructure.
- **Constrained Traffic Design:** The proposed loop system includes multiple pick-up/drop-off lanes with limited through access. Even with three lanes, two are

dedicated to stacking, leaving limited maneuverability and raising concerns for emergency access.

In addition, there are **outstanding technical concerns** that further call into question whether this design is ready for approval:

- The traffic report contains inconsistencies that warrant further review.
- The geotechnical analysis was based on retaining walls with a stated maximum height of 10 feet, yet multiple proposed walls exceed that height.
- A Phase II geotechnical study has not been submitted for the additional acreage associated with the athletic field area, meaning key portions of the site have not been fully evaluated.

Taken together, this proposal depends on exceptions, incomplete data, and constrained designs in order to function.

If a site cannot meet safety standards without exceptions, it is the wrong site

I respectfully ask that you apply UDC §166.02 as written and deny this application.

Thank you for your time and consideration.

Sincerely,
Lana Harris

From: Jennifer Mayo <jaforse@hotmail.com>
Sent: Monday, April 13, 2026 3:17 PM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: Ramay build

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Ahead of tonight's meeting . Id like to voice my disappointment with the plans in the works to disrupt an urban forest in our beautiful city. The benefits abound for it to remain intact. If there is anyway to please consider another site, please do.

Thank you

Fayetteville resident 26 years, parent of 3 FPS students

LSD-2025-0019
Public Comment

Jennifer Mayo

Sent from my Verizon, Samsung Galaxy smartphone
Get Outlook for Android

From: Brian Harris <brianmharris300@gmail.com>
Sent: Friday, April 10, 2026 12:01 PM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: LSD-2025-0019 Large Scale Development (Ramay)

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.

April 10, 2026

Fayetteville Planning Commission

City of Fayetteville, Arkansas

Members of the Commission:

The approved site plan for Ramay Junior High School contains a critical traffic flow problem not addressed in the traffic impact analysis: the loop merging conflict at the western Ash Street entrance.

The problem is geometric. The counter-clockwise loop is designed to fill from College Avenue. The Ash Street entrance connects at the point where the queue terminates. Cars arriving from Ash Street must merge into full loop traffic. No traffic control device (signal, yield, or stop control) appears on the plans at this merge point. During peak dismissal when the loop is full, Ash Street cars cannot enter—they back up onto Ash Street itself.

The problem is compounded by the exit geometry. Cars exiting via Ash Street must cross from the inner loop lane to the outer lane. This lane change cannot occur during dismissal without stopping in the inner lane, creating a blockage that cascades counter-clockwise back toward College Avenue. The attached diagram illustrates both issues.

Before approval, the applicant must either redesign the Ash Street entrance/exit geometry or install explicit traffic control to manage the entry merge and exit lane change. Capacity is irrelevant if access is blocked.

Attached is a PDF that I will reference during the public speaking segment of Monday's PC meeting.

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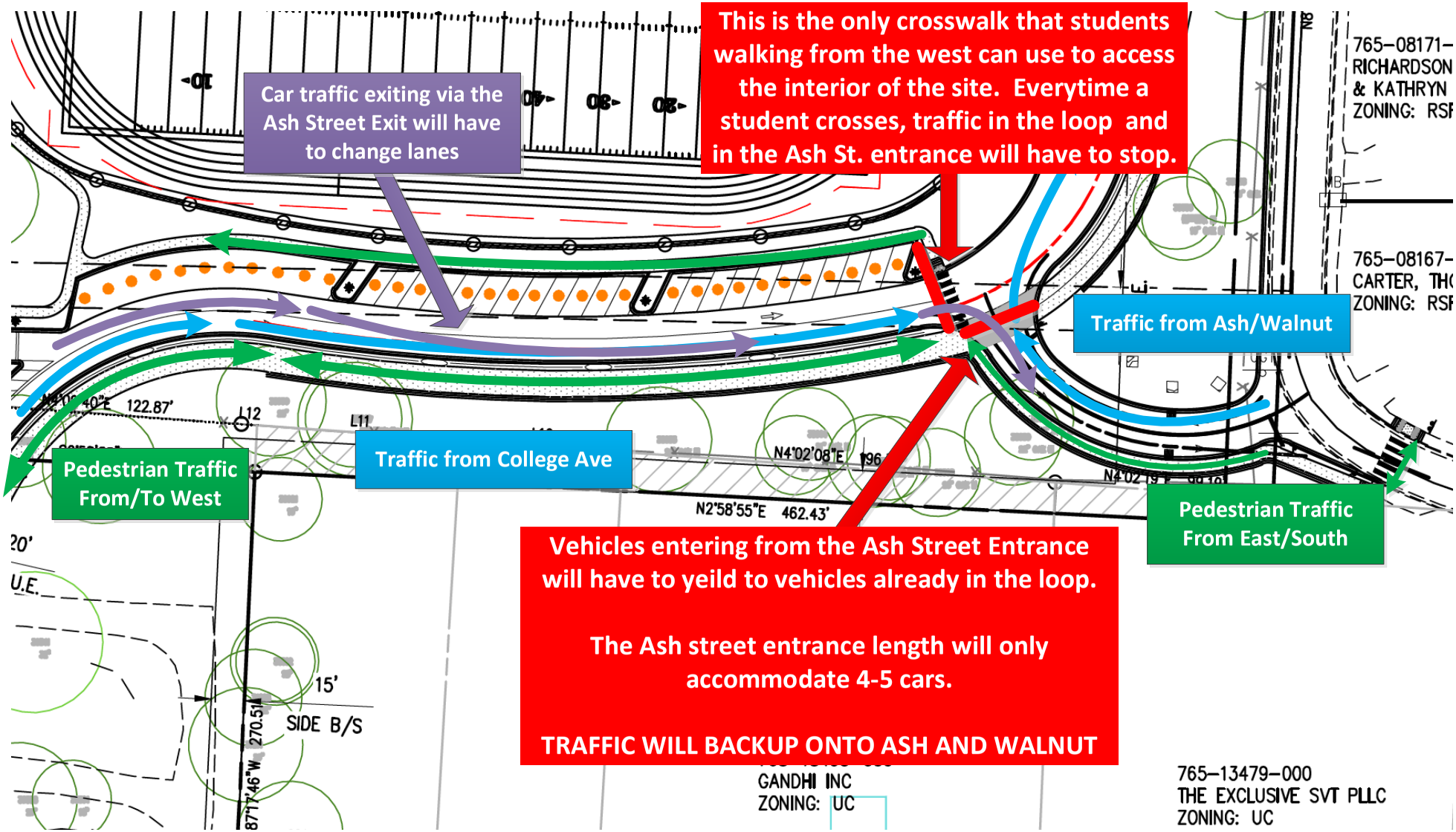
Public Comment

Respectfully submitted,

Brian Harris

4277 W Kynleigh Place

Fayetteville, AR 72704


This is the only crosswalk that students walking from the west can use to access the interior of the site. Everytime a student crosses, traffic in the loop and in the Ash St. entrance will have to stop.
Car traffic exiting via the Ash Street Exit will have to change lanes
Traffic from Ash/Walnut
Traffic from College Ave
Pedestrian Traffic From/To West
Pedestrian Traffic From East/South
Vehicles entering from the Ash Street Entrance will have to yeild to vehicles already in the loop.
The Ash street entrance length will only accommodate 4-5 cars.
TRAFFIC WILL BACKUP ONTO ASH AND WALNUT
765–08171–
RICHARDSON
& KATHRYN
ZONING: RSF
765–08167–
CARTER, THO
ZONING: RSF
122.87'
L12
L11
N4°02'08"E
N2°58'55"E 462.43'
15'
SIDE B/S
270.51'
GANDHI INC
ZONING: UC
765–13479–000
THE EXCLUSIVE SVT PLLC
ZONING: UC

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-1622

MEETING OF MAY 12, 2026

TO: Mayor Rawn and City Council

THROUGH: Keith Macedo, Chief of Staff

FROM: Jonathan Curth, Development Services Director

SUBJECT: **Continuing Alignment of Development-Related Fees with Service Costs**

RECOMMENDATION:
City staff recommend approval of an amendment to Chapters 51, 94, 110, 116, 118, 157, 159, and 178 as described in Exhibits 'A' and 'B' to align development-related user fees with the costs of associated services.

BACKGROUND:
Fayetteville's well-established history of charging user fees for City services can be traced to a the 1980s. Formal fee studies subsequently completed in the 1990s and 200s recommended that the city implement fees, particularly for development-related applications, that cover the costs of their associated services. These recommendations were not fully implemented, with many fees remaining the same in 2024 as they were adopted in 2004.

Recognizing an increasing divide between the cost of services and the fees paid for those services, City Council approved a contract with MGT for an updated user fee study. The study evaluated the current fee structure, defined the cost of city services, and, ultimately, recommended fees based on the cost of services. All told, the divide between application fees and services was a subsidy of over $2,000,000. Given the marked increase the study proposed to close this gap, staff recommended a stepped implementation, with approximately 1/3rd of the study's proposed fees adopted annually beginning in 2025. City Council approved the first step of this in February of 2025 alongside a resolution creating seven new development review-related positions in the Engineering, Planning, Long-Range Planning, and Building Safety Divisions.

DISCUSSION:
The proposed amendment includes amendments to the following chapters of the Fayetteville Code of Ordinances:

- Chapter 51, Water and Sewers
- Chapter 94, Fire Prevention
- Chapter 110, Telecommunication Franchise, Billposting, and Small Cell Facilities and Networks
- Chapter 116, Door To Door Solicitation At Private Residence
- Chapter 118, Business Registry and Licenses
- Chapter 157, Notification and Public Hearings
- Chapter 159, Fees
- Chapter 178, Outdoor Vendors

Fees proposed for amendment will increase by 1/3rd of the user fee study recommended amount in both 2026 and 2027. Additional changes include the following:

- Fees administered by the Fire Marshal (Chapter 94) will include a penalty for work without a permit (tripled application fee with a minimum of $250.00) and a fee for re-inspection ($125.00)
- Renewal late fees for business licenses (Chapter 118) will decrease from $50.00 to $30.00
- Additional grading permit categories, Miscellaneous and Minor Utility Extension or Fireline, will be formalized with associated fees ($150.00 and $400.00 for application and $50.00 and $150.00 for resubmittal, respectively)
- An associated service fee for pilot over-the-counter and same-day permit programs will be adopted, charging one and a half times the standard price

The 2026 and 2027 dates of these fee enactments will be determined by the date of City Council approval.

BUDGET/STAFF IMPACT:

ATTACHMENTS: 3. Staff Review Form , 4 Exhibit 'A', 5. Exhibit 'B'

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

File #: 2026-1622

AN ORDINANCE TO ALIGN DEVELOPMENT—RELATED USER FEES WITH THE COSTS OF ASSOCIATED SERVICES BY AMENDING CHAPTER 51 WATER AND SEWERS, CHAPTER 94 FIRE PREVENTION, CHAPTER 110 TELECOMMUNICATION, CHAPTER 116 DOOR TO DOOR SOLICITATION AT PRIVATE RESIDENCE, CHAPTER 118 BUSINESS REGISTRY AND LICENSES, CHAPTER 157 NOTIFICATION AND PUBLIC HEARINGS, CHAPTER 159 FEES, AND CHAPTER 178 OUTDOOR VENDORS OF THE *UNIFIED DEVELOPMENT CODE*

WHEREAS, on February 21, 2023, City Council passed Resolution 39-23 approving a contract with MGT Consulting for an updated user fee study that evaluated the city's fee structure, defined the cost of city services, and recommended fees based on the cost of services; and

WHEREAS, on February 18, 2025, City Council passed Ordinances 6844, 6845, and 6846 approving a stepped user fee implementation with approximately 1/3rd of the study's proposed fees adopted annually beginning in 2025; and

WHEREAS, this proposed amendment will increase fees by 1/3rd of the user fee study recommended amount in both 2026 and 2027.

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 subsection (A) of § 51.114 **Water, Sewer Tap Connection Fees** and enacts a replacement § 51.114(A) as shown in Exhibit A attached hereto and made a part hereof.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 94.10 **Fees/Schedule** in Chapter 94 **Fire Prevention** and enacts a replacement § 94.10 as shown in Exhibit A.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby repeals subsection (J) of § 110.03 **Small Cell Facilities and Networks** and enacts a replacement § 110.03(J) as shown in Exhibit A.

Section 4: That the City Council of the City of Fayetteville, Arkansas hereby repeals the introductory paragraph of subsection (C) *Principal Permit* in § 116.02 **Door to Door Solicitation at Private**

Residence and enacts replacement language as shown in Exhibit A.

Section 5: That the City Council of the City of Fayetteville, Arkansas hereby enacts § 116.02(C)(5) as shown in Exhibit A.

Section 6: That the City Council of the City of Fayetteville, Arkansas hereby amends § 116.02(D) *Permit for Peddlers/Solicitors* by striking "The cost to obtain a peddler/solicitor permit is $12.00" from the introductory paragraph and by enacting § 116.02(D)(6) as shown in Exhibit A.

Section 8: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 118.02(C) *Fees* in § 118.02 **Entry Upon Business Registry and Issuance of Business License** and enacts a replacement § 118.02(C) as shown in Exhibit A.

Section 9: That the City Council of the City of Fayetteville, Arkansas hereby repeals subsection (C)(4) of § 157.01 regarding the cost of signs for public notification and enacts a replacement § 157.01(C)(4) as shown in Exhibit A.

Section 10: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 159.01 **Fees/Schedule** and enacts a replacement § 159.01 as shown in Exhibit A.

Section 11: That the City Council of the City of Fayetteville, Arkansas hereby repeals the introductory paragraph of subsection (C) in §178.03 **Sidewalk Vendors** and enacts replacement language as shown in Exhibit A.

Section 12: That the City Council of the City of Fayetteville, Arkansas hereby repeals subsection (C)(1) of § 178.04 **Outdoor Mobile Vendors** and enacts replacement language as shown in Exhibit A.

City of Fayetteville Staff Review Form

2026-1622

Item ID

5/19/2026

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jonathan Curth	4/30/2026	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

City staff recommend approval of an amendment to Chapters 51, 94, 110, 116, 118, 157, 159, and 178 as described in Exhibits 'A' and 'B' to align development-related user fees with the costs of associated services.

Budget Impact:

Account Number	Fund
Project Number	Project Title

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

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

EXHIBIT 'A'

51.114 Water, Sewer Tap Connection Fees

(A) All service connections made on city-owned water and sewer mains shall be made by the Water and Sewer Division. Such connections shall be made upon payment to the city of the following fees:

Fee Description	INSIDE CITY		OUTSIDE CITY	
	Effective MM-DD-YY	Effective MM-DD-YY	Effective MM-DD-YY	Effective MM-DD-YY
⅝-inch Water	$1,195.00	$1,580.00	$1,518.00	$2,040.00
⅝-inch Double Water	$1,439.00	$1,921.00	$1,762.00	$2,381.00
1-inch Water	$1,648.00	$2,210.00	$1,972.00	$2,670.00
2-inch Water	$3,299.00	$4,348.00	$3,621.00	$4,807.00
4-inch Sewer	$1,286.00	$1,716.00	$1,592.00	$2,176.00
Televising (credited to tap fee when new connection required)	$275.00			
Cost Per Additional Depth (Exceeding 5-foot, up to 10-foot)	$606.00			
Cost Per Additional Depth (Exceeding 10-foot)	Actual Cost			
Cost Per Additional Length (Per Foot Exceeding 60 feet)	$40.00			
Street Cut	$1,696.00	$2,257.00	$1,696.00	$2,257.00
Street Bore	$894.00	$1,229.00	$894.00	$1,229.00
Cost per Additional Lane	$427.00	$640.00	$427.00	$640.00
Gravel Road Crossing/Cut	$972.00	$1,171.00	$972.00	$1,171.00

(B) Fees for connections where unusual field conditions exist shall be determined by the City Engineer. Unusual field conditions would include but not be limited to the presence of rock, any state or U.S. Highway crossing, extra thick concrete or asphalt paving, or conflicts with other utilities. The City Engineer may also modify the stated fees if there are a number of taps to be made in the same location, or if a plumber or other contractor is allowed to do the excavation.

(Code 1965, §21-2; Ord. No. 2676, 11-4-80; Ord. No. 2746, 8-4-81; Ord. No. 2895, 2-15-83; Ord. No. 3088, 5-7-85; Ord. No. 4066, §1, 11-4-97; Code 1991, §51.114; Ord. No. 6844, §1, 2-18-25; Ord. No. 6868, §1, 5-6-25)

94.10 Fees/Schedule

(A) *Fees.* Fees shall be imposed, as set forth below, to cover a portion of the cost incurred in connection with processing applications, plan reviews, amendments, permits, acceptance inspections and other matters pertaining to fire protection and fire protection systems in the City of Fayetteville.

(B) *Fee Schedule.*

Fee Description	Effective MM-DD-YY	Effective MM-DD-YY
Indoor Pyrotechnic and Special Effects Permit	$68.00	$102.00
Blasting Permit	$68.00	$102.00
Fire Alarm and Detection System Permit	$238.00	$357.00
Fire Sprinkler System Permit (NFPA 13 or NFPA 13R systems)	$238.00	$357.00
Fire Sprinkler System Permit (NFPA 13D system)	$10.00	
Alternative Automatic Fire Extinguishing System Permit	$51.00	$76.00
Fire Performance Permit	$17.00	$25.00
Tent Inspection Permit	$67.00	$101.00

(C) Supplementary Permit Fees:

(i) *Work Without a Permit.* Where work for which a permit is required is started or proceeded prior to obtaining said permit, the fees specified herein shall be tripled with a minimum penalty of $250.00. Payment of such fee shall not relieve any persons from fully complying with the requirement of any standard or code in the execution of the work or activity not from any other applicable penalties.

(ii) *Re-Inspection.* For a re-inspection to correct a violation(s) and/or if installation is not ready for requested inspections the fee shall be $125.00. All re-inspect fees must be paid prior to the inspection taking place.

(Ord. No. 6850, §3(Exh. A), 3-18-25)

110.03 Small Cell Facilities and Networks

...

(J) Application Fees and Annual Rates.

(1) *Fees.* Fees shall be imposed, as set forth below, to cover a portion of the cost incurred in connection with processing applications, plan reviews, amendments, permits, acceptance inspections and other matters pertaining to small wireless facilities:

Fee Description	Effective MM-DD-YY	Effective MM-DD-YY
Small wireless facility proposed on existing wireless support structure or pole	$233.00	$300.00
Small wireless facility proposed with installation, modification, or replacement of pole together with collocation	$283.00	$300.00
Small wireless facility annual rate in right-of-way	$110.00	$150.00
Small wireless facility annual rate on city-owned pole	$150.00	

(2) Applicants shall pay a fee of $150.00 for each small wireless facility that does not pass an initial inspection and requires re-inspection. This fee ensures the city shall recover its costs associated with administering and conducting a reinspection.

(3) A provider who attaches a small wireless facility to a city pole or other structure without proper authority shall pay a fee of $480.00 per year. This fee is in addition to any penalty that may be assigned or adjudicated for violation of a city ordinance. This fee ensures that the City shall recover its costs associated with locating and remediating unauthorized attachments.

(4) A provider shall pay $10.00 per day for each small wireless facility that is attached to a city facility in violation of a permit or an applicable code for more than thirty (30) days after notice of the violation. This fee ensures that the city shall recover its costs associated with locating and remediating specific permit violations.

(5) Refunds. No fees and charges specified in this section shall be refunded on account of any relinquishment or abandonment of a permit granted under this regulation.

(6) Late Charges. If city does not receive payment for any amount owed within sixty (60) calendar days after it becomes due, wireless providers shall pay a late processing charge equal to 5% of the amount owed. In addition to assessing a late processing charge, if any fees or charges remain unpaid for a period exceeding ninety (90) days: (1) wireless providers shall be charged interest at the rate of 10% per year on the amount owed; (2) city may discontinue the processing of applications for new small wireless facilities and/or poles until such fees or charges are paid: and (3) city may cause the disconnection of electric service from wireless provider's small wireless facilities at wireless provider's expense.

...

(Ord. No. 6220, §1(Exh. A), 8-20-19; Ord. No. 6845, §1, 2-18-25)

Editor's note(s)—Ord. No. 6220, §1, adopted Aug. 20, 2019, repealed the former § 110.03, and enacted a new § 110.03 as set out herein. The former § 110.03 pertained to similar subject matter and derived from Ord. No. 6009, §1, adopted Nov. 21, 2017.

116.02 Door To Door Solicitation At Private Residence

…

(C) *Principal Permit.* No peddling or solicitation shall be conducted within the city without a principal permit being issued. The permit shall expire on December 31 in the year the permit is issued. In addition to the principal's permit, the principal must also comply with the city's business license requirement pursuant to Chapter 118: Business Registry and License of the Fayetteville Code. To obtain a permit, a representative of the principal shall provide the required fee and a written, signed application stating:

…

(5) The cost for the principal to obtain a solicitor/peddler's permit shall be paid to the business office before any peddling or soliciting is conducted within the city.

(a) Fee.

	Effective MM-DD-YY	Effective MM-DD-YY
Principal Permit	$113.00	$150.00

(D) *Permit for Peddlers/Solicitors.* In addition to the principal permit, each peddler or solicitor acting for the principal shall also obtain a permit from the Planning Department before peddling or soliciting within the city. In applying for the permit, each applicant shall provide the following to the Planning Department:

…

(6) The cost to obtain a peddler/solicitor permit shall be paid to the business office before any peddling or soliciting is conducted within the city.

	Effective MM-DD-YY	Effective MM-DD-YY
Individual Solicitor	$18.00	$25.00

…

(Ord. No. 5593, 7-2-13; Ord. No. 5767, 5-5-15; Ord. No. 5873, §§2—5, 5-17-16; Ord. No. 6845, §2, 2-18-25)

118.02 Entry Upon Business Registry And Issuance Of Business License

…

(C) *Fees.* Fees shall be imposed, as set forth below, to cover a portion of the cost of expenses incurred in connection with the processing of applications.

Fee Description	New		Renewal
	Effective MM-DD-YY	Effective MM-DD-YY	Effective MM-DD-YY
Home Based Business	$31.00	$35.00	$10.00
Non-Home Based Business	$98.00	$130.00	$10.00
Short-Term Rental	$127.00	$165.00	$35.00
Renewal Late Fee	$30.00		

…

(Ord. No. 5347, 9-7-10; Ord. No. 6630, §2, 12-20-22; Ord. No. 6845, §3, 2-18-25)

Editor's note(s)—Ord. No. 6888, §1, adopted June 17, 2025 determines that Ordinance 6427 (Sunset Clause), Ordinance 6625 (extending Sunset Clause), Ordinance 6710 (extending the Sunset Clause), and Ordinance 6820 (extending the Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 6427 shall automatically sunset, be repealed and become void on November 30, 2025 unless prior to that time and date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section. Subsequently, Ord. No. 6945, §1, adopted Dec. 16, 2025, repealed all Sunset Clause Ordinances pertaining to short-term rentals and enacted new long-term provisions. See Code Comparative Table for full derivation.

157.01 General Requirements/Information

…

(C) *Posted Notice.* The applicant shall post a notice on the land for which the use is requested.

…

(4) Signs shall be made available to the applicant by the Planning Division. A fee per sign shall be remitted by the applicant as outlined in Chapter 159, Fees.

…

(Ord. No. 4100, §2 (Ex. A), 6-16-98; ord. 5183, 10-7-08; Ord. No. 6212, §1, 8-6-19)

159.01 Fees/Schedule

(A) *Fees.* Fees shall be imposed, as set forth below, to cover a portion of the cost of public notices and such other expenses as may be incurred in connection with processing of applications, plan reviews, amendments, permits, variances and other matters pertaining to the UDC.

A councilmember may present a resolution to the City Council to waive or reduce development permit fees otherwise required by this chapter or elsewhere within the Unified Development Code, where it is permitted. If the reduction or waiver would serve the public interest, alleviate an unfair burden upon an applicant, or be beneficial to the city as a whole, the City Council may grant such reduction or waiver of permit fee.

(B) *Fee Schedule.*

(1) *General.* Unless specific fees are otherwise adopted by the City Council, the following schedule of fees is established.

(2) *Signs.*

	Effective MM-DD-YY	Effective MM-DD-YY
Each Sign	$48.00	$60.00
Windblown Signs	$30.00	$40.00
Sign Variances	$208.00	$300.00

(3) *Development.* The following application fees are due for each of the following development review submittals:

	Effective MM-DD-YY	Effective MM-DD-YY
All Concept Plats	$683.00	$1,000.00
Lot Splits or Property Line Adjustments	$600.00	$800.00
All Other Plat Reviews (Concurrent, Preliminary, and Final):		
Nonresidential	$1,067.00	$1,500.00
25 or less residential units	$1,467.00	$2,000.00
26 or more residential units	$1,933.00	$2,500.00
Large Scale Development, Small and Large Site Improvement Plan (The greater of the two fees shall be applied for instances of mixed-use development:		
Nonresidential 5,000 or less sq. ft.	$1,267.00	$1,500.00
Nonresidential over 5,000 sq. ft.	$2,042.00	$2,500.00
25 or less residential units	$1,242.00	$1,500.00
26 or more residential units	$2,042.00	$2,500.00
Planning Commission Variance:		
Before any violation has occurred	$567.00	$800.00
After any violation has occurred	$1,067.00	$1,500.00

(4) *Grading Permit.* Two (2) reviews are covered with the initial application fee. For each subsequent review, a resubmittal fee shall apply. For review of all changes and plan revision submittals required after permit issuance, a resubmittal fee shall apply.

(a) *Permit Application Fee:*

	Effective MM-DD-YY	Effective MM-DD-YY	Effective MM-DD-YY	Effective MM-DD-YY
Size of Disturbed Area:	Grading Plan and Permit		Resubmittal Fee	
One acre of less	$700.00	$1,000.00	$200.00	$250.00
Per additional acre, up to five acres	$500.00	$750.00	$300.00	$350.00
Per additional acre, greater than five acres and less than 20	$333.00	$500.00	$300.00	$350.00
Per additional acre, greater than 20 acres, up to 40	$200.00	$300.00	$300.00	$350.00
Miscellaneous (retaining walls, minor yard grading, small site erosion control, etc,)	$150.00		$50.00	
Minor Utility Main Extension (less than 100-foot) or fireline	$150.00		$50.00	
Floodplain grading permit review	$42.00	$50.00		
Appeals	$167.00	$200.00		

(b) *Supplementary Permit Fees:*

(i) *Work Without a Permit.* Where work for which a grading permit is required is started or proceeded prior to obtaining said permit, the fees specified herein shall be doubled. Payment of such fee shall not relieve any persons from fully complying with the requirement of any code in the execution of the work not from any other applicable penalties.

(ii) *Re-Inspection.* For a re-inspection to correct a violation(s) and/or if installation is not ready for requested inspections the fee shall be $25.00. For each subsequent re-inspection, the fee shall be double the amount of the previous fee, with a maximum of $200.00. All re-inspect fees must be paid prior to the inspection taking place.

(5) *Zoning.*

	Effective MM-DD-YY	Effective MM-DD-YY
Annexation:		
Less than one acre	$667.00	$1,000.00
One acre or greater	$1,000.00	$1,500.00
Rezoning:		
Less than one acre	$708.00	$900.00
One acre or greater	$908.00	$1,200.00
Planning Zoning District:		
Less than one acre	$1,333.00	$2,000.00
One acre or greater	$1,667.00	$2,500.00
Conditional Use	$600.00	$800.00
Board of Adjustment Variance:		
Before any violation has occurred	$367.00	$500.00
After any violation has occurred	$733.00	$1,000.00
Zoning Verification Letter	$83.00	$100.00

(6) *Streets and Sidewalks.*

	Effective MM-DD-YY	Effective MM-DD-YY
Driveway, curb cut, sidewalk, and all other excavation in public right-of-way	$75.00	$100.00

(7) *Administrative Items.*

	Effective MM-DD-YY	Effective MM-DD-YY
General	$84.00	$111.00
Plan Amendment	$67.00	$100.00
Project Extensions	$67.00	$100.00
Appeals (Beyond General Procedure)	$667.00	$1,000.00
Master Street Plan Amendment	$667.00	$1,000.00

(8) *Floodplain.*

Type of Review	Initial Submittal	Resubmittal Fee (after 2nd submittal)
Development Review	$33.00	N/A
Administrative review (EC, Fence, Acc. Structure, etc.)	$50.00	N/A
LOMA, LOMR-F	$100.00	$25.00
CLOMR/LOMR	$200.00	$100.00
Appeals	$100.00	N/A

(9) *Vacations.*

	Effective MM-DD-YY	Effective MM-DD-YY
Right-of-Way	$667.00	$900.00
Utility Easement	$533.00	$700.00
Tree Preservation Easement	$1,067.00	$1,500.00

(10) *Public Notification.*

	Effective MM-DD-YY	Effective MM-DD-YY
Per Sign	$67.00	$100.00

(11) *Building Permits.*

(a) *General Fees.* The following general provisions shall apply to all permits, including but not limited to building, electrical, gas, mechanical and plumbing; and shall apply in addition to the fees and requirements set forth in each separate code.

(b) *Permit Valuation.*

(i) Permit valuation is the reasonable valuation of all services, labor, materials, and appliances or devices entering into and necessary to the prosecution and completion of the work ready for occupancy.

(ii) The permit valuation shall include total cost such as plumbing, electrical, gas, mechanical, equipment, and other systems, however, the cost of excavation or grading, paving, and land cost are not deemed a part of such permit valuation.

(iii) The building permit fee shall be based on the construction valuation as determined by the published Building Code Fee Schedule or as submitted by the applicant, whichever is greater.

(c) *Building Construction.* Building construction fees shall be as set forth in the Building Code, fees appendix, except as set forth below:

	Effective MM-DD-YY	Effective MM-DD-YY
Occupant load certificate	$150.00	
Demolition permit (commercial)	$183.00	$250.00
Demolition permit (residential)	$150.00	$200.00
Temporary C of O (commercial; 30 days)	$342.00	$500.00
Temporary C of O (residential; 30 days)	$175.00	$250.00
Footing/foundation only (commercial)	$350.00	$500.00
Footing/foundation only (residential)	$83.00	$100.00
Appeal of building official to Construction Board of Adjustment and Appeal	$183.00	$250.00
Moving permit	$200.00	$250.00
Permit extension	$83.00	$100.00
Permit Processing Fees*		

*Permit processing and review fees shall be submitted with all building permit applications as required in the Building Safety Division's Fee Schedule. This fee shall be applied as a credit to the total fees due once the building permit is obtained.

(d) The Building Official shall administer the collection and reporting of fees as required herein. In the event of whether a fee should be charged or not, the Building Official shall make the final determination.

(e) *Supplementary Permit Fees.*

(i) *Design/Build Fee.* In addition to the permit fees, a design/build fee for fast-track, design/build, and buildings permitted with construction progressing as design and construction plans are in progress shall be paid.

	Effective MM-DD-YY	Effective MM-DD-YY
Design Build Fee	$1,400.000	$1,600.000

(ii) *Emergency, Investigative and After Hour(s).* In addition to the permit fee, an emergency fee for after hours inspection, investigations and emergency inspections shall be $300.00 and an additional $100.00 per hour after two (2) hours.

(iii) *Outside City Limits.* In addition to the permit fee, each inspection required outside Fayetteville city limits shall be $20.00 per inspection.

(iv) *Work Without Permit.* Where work for which a permit is required is started or proceeded prior to obtaining said permit, the fees herein specified shall be tripled, with a minimum penalty of $250.00. Payment of such triple fee shall not relieve any persons from fully complying with the requirement of any code in the execution of the work nor from any other applicable penalties.

(v) *Re-Inspection.* For a re-inspection to correct a violation(s) and/or if installation is not ready for requested inspections the fee shall be $125.00. All re-inspect fees must be paid prior to the inspection taking place.

(vi) Over-the-Counter/Same-Day Permit. For permits eligible for Over-the-Counter or Same-Day permitting, the fees herein shall be increased by one and a half.

(f) *Exemptions from Permit Fees.*

(i) *Historical Buildings.*

(a) Buildings identified and classified as historical buildings or structures by state or local jurisdiction shall be exempt from permit fees.

(b) The Mayor may exempt all or part of the applicable permit fees for buildings that can be proven to be more than fifty (50) years old. This exemption shall apply only to owner-occupied, single-family dwellings where there is to be no change of use or occupancy.

(ii) *Affordable Housing and Homeless Shelters.* Construction of single-family, non-profit multi-family supportive housing, and homeless shelters funded wholly or primarily by federal Community Development Block Grants, non-profit service organizations such as Habitat for Humanity, Housing and Urban Development housing loans and similar programs designed to provide affordable, owner-occupied, single-family residences to low income individuals, non-profit multi-family supportive housing, and homeless shelters shall be exempted from payment of building permit fees.

(iii) *City-Owned Facilities.* Construction projects that occur on city-owned properties for facilities that are partially or wholly owned by the city shall be exempted from payment of building permit fees.

(12) *Temporary Closure Permits.* The following application and use fees are due for each of the following requests for closure:

(a) *Application Fees.* An application fee shall be due at that time of any request for temporary, street/road closure, partial street/lane closure, parking closure, trail closure, or sidewalk closure.

	Effective MM-DD-YY	Effective MM-DD-YY
Application Fee	$75.00	$100.00

(b) *Closure Fees.* Due to the impact of closures on functionality of streets, sidewalks and trails, the following use fees shall apply based on the type, length and duration of closure requested:

	Effective MM-DD-YY	Effective MM-DD-YY
Closure Fee (per day, per impacted lane)		
Shared-Use Paved Trails and Sidewalks	$25.00	
Sidewalks within Entertainment District*	$25.00	
Residential Links and Alleys	$75.00	$100.00
Neighborhood Links and Downtown/Urban Streets	$117.00	$150.00
Regional Links	$167.00	$200.00

*Sidewalk closures outside of the Entertainment Districts do not require a permit; please coordinate with the Engineering Office for notification and signage.

(c) Detour route required when one (1) or more lanes will be completely closed, and flaggers are not used to maintain traffic.

(d) A detour route shall be provided for all trail and sidewalk closures requiring a permit per this section.

(Code 1965, §§17B-3(c); 17B-7(k), 18-27, App. A., Art. 9(6), 10(2), 11, App. C., Art. II, §E; Ord. No. 1747, 6-29-70; Ord. No. 1790, 3-15-71; Ord. No. 1893, 12-19-72; Ord. No. 2198, 2-17-76; Ord. No. 2323, 4-5-77; Ord. No. 2538, 7-3-79; Ord. No. 2581, 12-4-79; Ord. No. 2934, 8-2-83; Ord. No. 2948, 9-20-83; Ord. No. 3230, 11-8-86; Ord. No. 3298, 10-6-87; Code 1991, §§98.62, 158.22, 158.45, 159.15, 160.172, 160.195, 160.197; Ord. No. 3716, §2, 6-15-93; Ord. No. 3925, §4, 7, 10-3-95; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4113, §1, 8-18-98; Ord. 4323, 6-19-01; Ord. No. 4806, 12-20-05; Ord. No. 5425, 8-2-11; Ord. No. 5724, 12-02-14; Ord. No. 6255, §1, 11-5-19; Ord. No. 6446, §7(Exh. B), 6-15-21; Ord. No. 6577, §§1, 2(Exh. A), 6-21-22; Ord. No. 6578, §1, 6-21-22; Ord. No. 6630, §4, 12-20-22; Ord. No. 6846, §1(Exh. A), 2-18-25)

CHAPTER 178: OUTDOOR VENDORS

178.03 Sidewalk Vendors

…

(C) *Permit Application.* Each application for a permit to conduct business on a sidewalk shall be accompanied by an application and permit fee.

	Effective MM-DD-YY	Effective MM-DD-YY
Sidewalk Vendor Permit	$167.00	$200.00

Permits issued after July 1st shall be accompanied by a $50.00 application and permit fee. Each permit will expire at 3:00 a.m. on January 1st following the year issued. The permit fee shall be collected prior to issuance of the permit

…

(Ord. No. 5185, 10-7-08; Ord. No. 5321, 5-18-10; Ord. No. 5459, 11-15-11; Ord. No. 5768, 5-5-15; Ord. No. 5979, §§3, 4, 5-16-17; Ord. No. 6846, §4, 2-18-25)

178.04 Outdoor Mobile Vendors

…

(C) *Mobile Vendor Permit Requirements.* All mobile vendors shall meet the following requirements and submittals prior to approval:

(1) Each application for a permit to conduct a mobile vendor business shall be accompanied by a permit review and processing fee.

	Effective MM-DD-YY	Effective MM-DD-YY
Mobile Vendor Permit	$150.00	$175.00

Mobile vendor permits shall be issued to the owner of the mobile vendor vehicle. This application will also serve as the vendor's business license that will be processed as such.

…

(Ord. No. 5185, 10-7-08; Ord. No. 5425, 8-2-11; Ord. No. 5498, 05-01-12; Ord. No. 5666, 3-18-14; Ord. No. 5979, §§5, 6, 5-16-17; Ord. No. 6707, §2, 11-21-23; Ord. No. 6846, §5, 2-18-25; Ord. No. 6877, §2(Exh. B), 5-20-25)

EXHIBIT 'B'

51.114 Water, Sewer Tap Connection Fees

(A) All service connections made on city-owned water and sewer mains shall be made by the Water and Sewer Division. Such connections shall be made upon payment to the city of the following fees:

~~Fee Description~~	~~INSIDE CITY~~	~~OUTSIDE CITY~~
~~¾-inch Water~~	~~$810.00~~	~~$997.00~~
~~¾-inch Double Water~~	~~$957.00~~	~~$1,144.00~~
~~1-inch Water~~	~~$1,087.00~~	~~$1,273.00~~
~~2-inch Water~~	~~$2,249.00~~	~~$2,436.00~~
~~4-inch Sewer~~	~~$855.00~~	~~$1,009.00~~
~~Televising (credited to tap fee when new connection required)~~	~~$275.00~~	
~~Cost Per Additional Depth (Exceeding 5-foot, up to 10-foot)~~	~~$606.00~~	
~~Cost Per Additional Depth (Exceeding 10-foot)~~	~~Actual Cost~~	
~~Cost Per Additional Length (Per Foot Exceeding 60 feet)~~	~~$40.00~~	
~~Street Cut~~	~~$1,136.00~~	
~~Street Bore~~	~~$560.00~~	
~~Cost per Additional Lane~~	~~$213.00~~	
~~Gravel Road Crossing/Cut~~	~~$774.00~~	

Fee Description	INSIDE CITY		OUTSIDE	
	Effective MM-DD-YY	Effective MM-DD-YY	Effective MM-DD-YY	Effective MM-DD-YY
⅝-inch Water	$1,195.00	$1,580.00	$1,518.00	$2,040.00
⅝-inch Double Water	$1,439.00	$1,921.00	$1,762.00	$2,381.00
1-inch Water	$1,648.00	$2,210.00	$1,972.00	$2,670.00
2-inch Water	$3,299.00	$4,348.00	$3,621.00	$4,807.00
4-inch Sewer	$1,286.00	$1,716.00	$1,592.00	$2,176.00
Televising (credited to tap fee when new connection required)	$275.00			
Cost Per Additional Depth (Exceeding 5-foot, up to 10-foot)	$606.00			
Cost Per Additional Depth (Exceeding 10-foot)	Actual Cost			
Cost Per Additional Length (Per Foot Exceeding 60 feet)	$40.00			
Street Cut	$1,696.00	$2,257.00	$1,696.00	$2,257.00
Street Bore	$894.00	$1,229.00	$894.00	$1,229.00
Cost per Additional Lane	$427.00	$640.00	$427.00	$640.00
Gravel Road Crossing/Cut	$972.00	$1,171.00	$972.00	$1,171.00

(B) Fees for connections where unusual field conditions exist shall be determined by the City Engineer. Unusual field conditions would include but not be limited to the presence of rock, any state or U.S. Highway crossing, extra thick concrete or asphalt paving, or conflicts with other utilities. The City Engineer may also modify the stated fees if there are a number of taps to be made in the same location, or if a plumber or other contractor is allowed to do the excavation.

(Code 1965, §21-2; Ord. No. 2676, 11-4-80; Ord. No. 2746, 8-4-81; Ord. No. 2895, 2-15-83; Ord. No. 3088, 5-7-85; Ord. No. 4066, §1, 11-4-97; Code 1991, §51.114; Ord. No. 6844, §1, 2-18-25; Ord. No. 6868, §1, 5-6-25)

94.10 Fees/Schedule

(A) *Fees.* Fees shall be imposed, as set forth below, to cover a portion of the cost incurred in connection with processing applications, plan reviews, amendments, permits, acceptance inspections and other matters pertaining to fire protection and fire protection systems in the City of Fayetteville.

(B) *Fee Schedule.*

~~Indoor Pyrotechnic and Special Effects Permit~~	~~$34.00~~
~~Blasting Permit~~	~~$34.00~~
~~Fire Alarm and Detection System Permit~~	~~$119.00~~
~~Fire Sprinkler System Permit (NFPA 13 or NFPA 13R systems)~~	~~$119.00~~
~~Fire Sprinkler System Permit (NFPA 13D system)~~	~~$10.00~~
~~Alternative Automatic Fire Extinguishing System Permit~~	~~$25.00~~
~~Fire Performance Permit~~	~~$8.00~~
~~Tent Inspection Permit~~	~~$34.00~~

Fee Description	Effective MM-DD-YY	Effective MM-DD-YY
Indoor Pyrotechnic and Special Effects Permit	$68.00	$102.00
Blasting Permit	$68.00	$102.00
Fire Alarm and Detection System Permit	$238.00	$357.00
Fire Sprinkler System Permit (NFPA 13 or NFPA 13R systems)	$238.00	$357.00
Fire Sprinkler System Permit (NFPA 13D system)	$10.00	
Alternative Automatic Fire Extinguishing System Permit	$51.00	$76.00
Fire Performance Permit	$17.00	$25.00
Tent Inspection Permit	$67.00	$101.00

(C) Supplementary Permit Fees:

(i) *Work Without a Permit.* Where work for which a permit is required is started or proceeded prior to obtaining said permit, the fees specified herein shall be tripled with a minimum penalty of $250.00. Payment of such fee shall not relieve any persons from fully complying with the requirement of any standard or code in the execution of the work or activity not from any other applicable penalties.

(ii) *Re-Inspection.* For a re-inspection to correct a violation(s) and/or if installation is not ready for requested inspections the fee shall be $125.00. All re-inspect fees must be paid prior to the inspection taking place.

(Ord. No. 6850, §3(Exh. A), 3-18-25)

110.03 Small Cell Facilities and Networks

…

(J) Application Fees and Annual Rates.

~~(1) Applicants shall submit a fee in the amount of $167.00 for each small wireless facility proposed to be installed on an existing wireless support structure or pole.~~

~~(2) Applicants shall submit a fee in the amount of $267.00 for the installation, modification, or replacement of a pole together with the collocation of an associated small wireless facility in the right-of-way.~~

~~(3) Providers shall pay an annual rate of $70.00 per small wireless facility for use of the public right-of-way.~~

~~(4) Providers shall pay an annual rate of $150.00 per small wireless facility that is collocated on a city-owned pole.~~

(1) *Fees.* Fees shall be imposed, as set forth below, to cover a portion of the cost incurred in connection with processing applications, plan reviews, amendments, permits, acceptance inspections and other matters pertaining to small wireless facilities:

Fee Description	Effective MM-DD-YY	Effective MM-DD-YY
Small wireless facility proposed on existing wireless support structure or pole	$233.00	$300.00
Small wireless facility proposed with installation, modification, or replacement of pole together with collocation	$283.00	$300.00
Small wireless facility annual rate in right-of-way	$110.00	$150.00
Small wireless facility annual rate on city-owned pole	$150.00	

~~(5)~~(2) Applicants shall pay a fee of $150.00 for each small wireless facility that does not pass an initial inspection and requires re-inspection. This fee ensures the city shall recover its costs associated with administering and conducting a reinspection.

~~(6)~~(3) A provider who attaches a small wireless facility to a city pole or other structure without proper authority shall pay a fee of $480.00 per year. This fee is in addition to any penalty that may be assigned or adjudicated for violation of a city ordinance. This fee ensures that the City shall recover its costs associated with locating and remediating unauthorized attachments.

~~(7)~~(4) A provider shall pay $10.00 per day for each small wireless facility that is attached to a city facility in violation of a permit or an applicable code for more than thirty (30) days after notice of the violation. This fee ensures that the city shall recover its costs associated with locating and remediating specific permit violations.

~~(8)~~(5) Refunds. No fees and charges specified in this section shall be refunded on account of any relinquishment or abandonment of a permit granted under this regulation.

~~(9)~~(6) Late Charges. If city does not receive payment for any amount owed within sixty (60) calendar days after it becomes due, wireless providers shall pay a late processing charge equal to 5% of the amount owed. In addition to assessing a late processing charge, if any fees or charges remain unpaid for a

period exceeding ninety (90) days: (1) wireless providers shall be charged interest at the rate of 10% per year on the amount owed; (2) city may discontinue the processing of applications for new small wireless facilities and/or poles until such fees or charges are paid: and (3) city may cause the disconnection of electric service from wireless provider's small wireless facilities at wireless provider's expense.

…

(Ord. No. 6220, §1(Exh. A), 8-20-19; Ord. No. 6845, §1, 2-18-25)

Editor's note(s)—Ord. No. 6220, §1, adopted Aug. 20, 2019, repealed the former § 110.03, and enacted a new § 110.03 as set out herein. The former § 110.03 pertained to similar subject matter and derived from Ord. No. 6009, §1, adopted Nov. 21, 2017.

116.02 Door To Door Solicitation At Private Residence

…

(C) *Principal Permit.* No peddling or solicitation shall be conducted within the city without a principal permit being issued. ~~The cost for the principal to obtain a solicitor/peddler's permit is $77.00, and shall be paid to the business office before any peddling or soliciting is conducted within the city.~~ The permit shall expire on December 31 in the year the permit is issued. In addition to the principal's permit, the principal must also comply with the city's business license requirement pursuant to Chapter 118: Business Registry and License of the Fayetteville Code. To obtain a permit, a representative of the principal shall provide the required fee and a written, signed application stating:

…

(5) The cost for the principal to obtain a solicitor/peddler's permit shall be paid to the business office before any peddling or soliciting is conducted within the city.

(a) Fee.

	Effective MM-DD-YY	Effective MM-DD-YY
Principal Permit	$113.00	$150.00

(D) *Permit for Peddlers/Solicitors.* In addition to the principal permit, each peddler or solicitor acting for the principal shall also obtain a permit from the Planning Department before peddling or soliciting within the city. ~~The cost to obtain a peddler/solicitor permit is $12.00.~~ In applying for the permit, each applicant shall provide the following to the Planning Department:

…

(6) The cost to obtain a peddler/solicitor permit shall be paid to the business office before any peddling or soliciting is conducted within the city.

	Effective MM-DD-YY	Effective MM-DD-YY
Individual Solicitor	$18.00	$25.00

…

(Ord. No. 5593, 7-2-13; Ord. No. 5767, 5-5-15; Ord. No. 5873, §§2—5, 5-17-16; Ord. No. 6845, §2, 2-18-25)

118.02 Entry Upon Business Registry And Issuance Of Business License

…

(C) *Fees.* Fees shall be imposed, as set forth below, to cover a portion of the cost of expenses incurred in connection with the processing of applications.

~~Fee Description~~	~~New~~	~~Renewal~~
~~Home Based Business~~	~~$26.00~~	~~$10.00~~
~~Non-Home Based Business~~	~~$67.00~~	~~$10.00~~
~~Short-Term Rental~~	~~$88.00~~	~~$35.00~~
~~Renewal Late Fee~~	~~$50.00~~	

Fee Description	New		Renewal
	Effective MM-DD-YY	Effective MM-DD-YY	Effective MM-DD-YY
Home Based Business	$31.00	$35.00	$10.00
Non-Home Based Business	$98.00	$130.00	$10.00
Short-Term Rental	$88.00	$127.00	$35.00
Renewal Late Fee	$30.00		

…

(Ord. No. 5347, 9-7-10; Ord. No. 6630, §2, 12-20-22; Ord. No. 6845, §3, 2-18-25)

Editor's note(s)—Ord. No. 6888, §1, adopted June 17, 2025 determines that Ordinance 6427 (Sunset Clause), Ordinance 6625 (extending Sunset Clause), Ordinance 6710 (extending the Sunset Clause), and Ordinance 6820 (extending the Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 6427 shall automatically sunset, be repealed and become void on November 30, 2025 unless prior to that time and date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section. Subsequently, Ord. No. 6945, §1, adopted Dec. 16, 2025, repealed all Sunset Clause Ordinances pertaining to short-term rentals and enacted new long-term provisions. See Code Comparative Table for full derivation.

157.01 General Requirements/Information

…

(C) *Posted Notice.* The applicant shall post a notice on the land for which the use is requested.

…

(4) Signs shall be made available to the applicant by the Planning Division. A ~~$5.00~~ fee per sign shall be remitted by the applicant as outlined in Chapter 159, Fees.

…

(Ord. No. 4100, §2 (Ex. A), 6-16-98; ord. 5183, 10-7-08; Ord. No. 6212, §1, 8-6-19)

159.01 Fees/Schedule

(A) *Fees.* Fees shall be imposed, as set forth below, to cover a portion of the cost of public notices and such other expenses as may be incurred in connection with processing of applications, plan reviews, amendments, permits, variances and other matters pertaining to the UDC.

A councilmember may present a resolution to the City Council to waive or reduce development permit fees otherwise required by this chapter or elsewhere within the Unified Development Code, where it is permitted. If the reduction or waiver would serve the public interest, alleviate an unfair burden upon an applicant, or be beneficial to the city as a whole, the City Council may grant such reduction or waiver of permit fee.

(B) *Fee Schedule.*

(1) *General.* Unless specific fees are otherwise adopted by the City Council, the following schedule of fees is established.

(2) *Signs.*

~~(a) *Signs.* $37.00 for each sign.~~

~~(b) *Windblown Signs.* $20.00.~~

~~(c) *Sign Variance.* Filing fee: $117.00~~

	Effective MM-DD-YY	Effective MM-DD-YY
Each Sign	$48.00	$60.00
Windblown Signs	$30.00	$40.00
Sign Variances	$208.00	$300.00

(3) *Development.* The following application fees are due for each of the following development review submittals:

~~(a) *All Concept Plats.* $367.00~~

~~(b) *Lot Splits or Property Line Adjustments.* $400.00~~

~~(c) *Subsequent Technical Plat Reviews for Tabled Items, After Initial Fee in Item (d) Below.* $267.00~~

~~(d) *All Other Plat Reviews (Concurrent, Preliminary And Final):*~~

~~Nonresidential~~	~~$800.00~~
~~25 or less residential units~~	~~$933.00~~
~~26 or more residential units~~	~~$1,367.00~~

~~(e) *Large Scale Development, Small and Large Site Improvement Plan Reviews.* The greater of the two (2) fees shall be applied for instances of mixed-use development:~~

~~Nonresidential 5,000 or less sq. ft.~~	~~$1,033.00~~
~~Nonresidential Over 5,000 sq. ft.~~	~~$1,583.00~~
~~25 or less residential units~~	~~$983.00~~
~~26 or more residential units~~	~~$1,583.00~~

~~(f) *Planning Commission Variance:*~~

~~Before any violation has occurred~~	~~$333.00~~
~~After any violation has occurred~~	~~$633.00~~

	Effective MM-DD-YY	Effective MM-DD-YY
All Concept Plats	$683.00	$1,000.00
Lot Splits or Property Line Adjustments	$600.00	$800.00
All Other Plat Reviews (Concurrent, Preliminary, and Final):		
Nonresidential	$1,067.00	$1,500.00
25 or less residential units	$1,467.00	$2,000.00
26 or more residential units	$1,933.00	$2,500.00
Large Scale Development, Small and Large Site Improvement Plan (The greater of the two fees shall be applied for instances of mixed-use development:		
Nonresidential 5,000 or less sq. ft.	$1,267.00	$1,500.00
Nonresidential over 5,000 sq. ft.	$2,042.00	$2,500.00
25 or less residential units	$1,242.00	$1,500.00
26 or more residential units	$2,042.00	$2,500.00
Planning Commission Variance:		
Before any violation has occurred	$567.00	$800.00
After any violation has occurred	$1,067.00	$1,500.00

(4) *Grading Permit.* Two (2) reviews are covered with the initial application fee. For each subsequent review, a resubmittal fee shall apply. For review of all changes and plan revision submittals required after permit issuance, a resubmittal fee shall apply.

(a) *Permit Application Fee:*

~~Size of Disturbed Area~~	~~Grading Plan and Permit~~	~~Resubmittal Fee~~
~~One acre or less~~	~~$400.00~~	~~$150.00~~
~~Per additional acre, up to five acres~~	~~$250.00 per acre~~	~~$250.00~~
~~Per additional acre, greater than five acres and less than 20~~	~~$167.00 per acre~~	~~$250.00~~
~~Per additional acre, greater than 20 acres, up to 40~~	~~$100.00 per acre~~	~~$250.00~~
~~Floodplain grading permit review~~	~~$33.00~~	
~~Appeals~~	~~$133.00~~	~~N/A~~

	Effective MM-DD-YY	Effective MM-DD-YY	Effective MM-DD-YY	Effective MM-DD-YY
Size of Disturbed Area:	Grading Plan and Permit		Resubmittal Fee	
One acre of less	$700.00	$1,000.00	$200.00	$250.00
Per additional acre, up to five acres	$500.00	$750.00	$300.00	$350.00
Per additional acre, greater than five acres and less than 20	$333.00	$500.00	$300.00	$350.00
Per additional acre, greater than 20 acres, up to 40	$200.00	$300.00	$300.00	$350.00
Miscellaneous (retaining walls, minor yard grading, small site erosion control, etc,)	$150.00		$50.00	
Minor Utility Main Extension (less than 100-foot) or fireline	$150.00		$50.00	
Floodplain grading permit review	$42.00	$50.00		
Appeals	$167.00	$200.00		

(b) *Supplementary Permit Fees:*

(i) *Work Without a Permit.* Where work for which a grading permit is required is started or proceeded prior to obtaining said permit, the fees specified herein shall be doubled. Payment of such fee shall not relieve any persons from fully complying with the requirement of any code in the execution of the work not from any other applicable penalties.

(ii) *Re-Inspection.* For a re-inspection to correct a violation(s) and/or if installation is not ready for requested inspections the fee shall be $25.00. For each subsequent re-inspection, the fee shall be double the amount of the previous fee, with a maximum of $200.00. All re-inspect fees must be paid prior to the inspection taking place.

(5) *Zoning.*

~~Annexation:~~	
~~— Less than one acre~~	~~$333.00~~
~~— One acre or greater~~	~~$500.00~~
~~Rezoning:~~	
~~— Less than one acre~~	~~$517.00~~
~~— One acre or greater~~	~~$617.00~~
~~Planned Zoning District:~~	
~~— Less than one acre~~	~~$667.00~~
~~— One acre or greater~~	~~$833.00~~
~~Conditional use~~	~~$400.00~~
~~Planning Commission or Board of Adjustment Variance:~~	
~~— Before any violation has occurred~~	~~$233.00~~
~~— After any violation has occurred~~	~~$467.00~~
~~Zoning Verification Letter~~	~~$67.00~~

	Effective MM-DD-YY	Effective MM-DD-YY
Annexation:		
Less than one acre	$667.00	$1,000.00
One acre or greater	$1,000.00	$1,500.00
Rezoning:		
Less than one acre	$708.00	$900.00
One acre or greater	$908.00	$1,200.00
Planning Zoning District:		
Less than one acre	$1,333.00	$2,000.00
One acre or greater	$1,667.00	$2,500.00
Conditional Use	$600.00	$800.00
Board of Adjustment Variance:		
Before any violation has occurred	$367.00	$500.00
After any violation has occurred	$733.00	$1,000.00
Zoning Verification Letter	$83.00	$100.00

(6) *Streets and Sidewalks.*

~~Driveway, curb cut, sidewalk, and all other excavation in public right-of-way~~	~~$50.00~~

	Effective MM-DD-YY	Effective MM-DD-YY
Driveway, curb cut, sidewalk, and all other excavation in public right-of-way	$75.00	$100.00

(7) *Administrative Items.*

~~General~~	~~$57.00~~
~~Plan Amendment~~	~~$33.00~~
~~Project Extension~~	~~$33.00~~
~~Appeals~~	~~$333.00~~
~~Master Street Plan Amendment~~	~~$333.00~~

	Effective MM-DD-YY	Effective MM-DD-YY
General	$84.00	$111.00
Plan Amendment	$67.00	$100.00
Project Extensions	$67.00	$100.00
Appeals (Beyond General Procedure)	$667.00	$1,000.00
Master Street Plan Amendment	$667.00	$1,000.00

(8) *Floodplain.*

Type of Review	Initial Submittal	Resubmittal Fee (after 2nd submittal)
Development Review	$33.00	N/A
Administrative review (EC, Fence, Acc. Structure, etc.)	$50.00	N/A
LOMA, LOMR-F	~~$83.00~~ $100.00	$25.00
CLOMR/LOMR	$200.00	$100.00
Appeals	$100.00	N/A

(9) *Vacations.*

~~Right-of-Way~~	~~$433.00~~
~~Utility Easement~~	~~$367.00~~
~~Tree Preservation Easement~~	~~$633.00~~

	Effective MM-DD-YY	Effective MM-DD-YY
Right-of-Way	$667.00	$900.00
Utility Easement	$533.00	$700.00
Tree Preservation Easement	$1,067.00	$1,500.00

(10) *Public Notification.* ~~$33.00 per sign~~

	Effective MM-DD-YY	Effective MM-DD-YY
Per Sign	$67.00	$100.00

(11) *Building Permits.*

(a) *General Fees.* The following general provisions shall apply to all permits, including but not limited to building, electrical, gas, mechanical and plumbing; and shall apply in addition to the fees and requirements set forth in each separate code.

(b) *Permit Valuation.*

(i) Permit valuation is the reasonable valuation of all services, labor, materials, and appliances or devices entering into and necessary to the prosecution and completion of the work ready for occupancy.

(ii) The permit valuation shall include total cost such as plumbing, electrical, gas, mechanical, equipment, and other systems, however, the cost of excavation or grading, paving, and land cost are not deemed a part of such permit valuation.

(iii) The building permit fee shall be based on the construction valuation as determined by the published Building Code Fee Schedule or as submitted by the applicant, whichever is greater.

(c) *Building Construction.* Building construction fees shall be as set forth in the Building Code, fees appendix, except as set forth below:

~~Occupant load certificate~~	~~$150.00~~
~~Demolition permit (commercial)~~	~~$117.00~~
~~Demolition permit (residential)~~	~~$100.00~~
~~Temporary C of O (commercial; 30 days)~~	~~$183.00~~
~~Temporary C of O (residential; 30 days)~~	~~$100.00~~
~~Footing/foundation only (commercial)~~	~~$200.00~~
~~Footing/foundation only (residential)~~	~~$67.00~~
~~Appeal of building official to Construction Board of Adjustment and Appeal~~	~~$117.00~~
~~Moving permit~~	~~$150.00~~
~~Permit extension~~	~~$67.00~~
~~Permit Processing Fees*~~	

	Effective MM-DD-YY	Effective MM-DD-YY
Occupant load certificate	$150.00	
Demolition permit (commercial)	$183.00	$250.00
Demolition permit (residential)	$150.00	$200.00
Temporary C of O (commercial; 30 days)	$342.00	$500.00
Temporary C of O (residential; 30 days)	$175.00	$250.00
Footing/foundation only (commercial)	$350.00	$500.00
Footing/foundation only (residential)	$83.00	$100.00
Appeal of building official to Construction Board of Adjustment and Appeal	$183.00	$250.00
Moving permit	$200.00	$250.00
Permit extension	$83.00	$100.00
Permit Processing Fees*		

*Permit processing and review fees shall be submitted with all building permit applications as required in the Building Safety Division's Fee Schedule. This fee shall be applied as a credit to the total fees due once the building permit is obtained.

(d) The Building Official shall administer the collection and reporting of fees as required herein. In the event of whether a fee should be charged or not, the Building Official shall make the final determination.

(e) *Supplementary Permit Fees.*

(i) *Design/Build Fee.* In addition to the permit fees, a design/build fee for fast-track, design/build, and buildings permitted with construction progressing as design and construction plans are in progress shall be paid. ~~$1,200.00.~~

	Effective MM-DD-YY	Effective MM-DD-YY
Design Build Fee	$1,400.000	$1,600.000

(ii) *Emergency, Investigative and After Hour(s).* In addition to the permit fee, an emergency fee for after hours inspection, investigations and emergency inspections shall be $300.00 and an additional $100.00 per hour after two (2) hours.

(iii) *Outside City Limits.* In addition to the permit fee, each inspection required outside Fayetteville city limits shall be $20.00 per inspection.

(iv) *Work Without Permit.* Where work for which a permit is required is started or proceeded prior to obtaining said permit, the fees herein specified shall be tripled, with a minimum penalty of $250.00. Payment of such triple fee shall not relieve any persons from fully complying with the requirement of any code in the execution of the work nor from any other applicable penalties.

(v) *Re-Inspection.* For a re-inspection to correct a violation(s) and/or if installation is not ready for requested inspections the fee shall be $125.00. All re-inspect fees must be paid prior to the inspection taking place.

(vi) Over-the-Counter/Same-Day Permit. For permits eligible for Over-the-Counter or Same-Day permitting, the fees herein shall be increased by one and a half.

(f) *Exemptions from Permit Fees.*

(i) *Historical Buildings.*

(a) Buildings identified and classified as historical buildings or structures by state or local jurisdiction shall be exempt from permit fees.

(b) The Mayor may exempt all or part of the applicable permit fees for buildings that can be proven to be more than fifty (50) years old. This exemption shall apply only to owner-occupied, single-family dwellings where there is to be no change of use or occupancy.

(ii) *Affordable Housing and Homeless Shelters.* Construction of single-family, non-profit multi-family supportive housing, and homeless shelters funded wholly or primarily by federal Community Development Block Grants, non-profit service organizations such as Habitat for Humanity, Housing and Urban Development housing loans and similar programs designed to provide affordable, owner-occupied, single-family residences to low income individuals, non-profit multi-family supportive housing, and homeless shelters shall be exempted from payment of building permit fees.

(iii) *City-Owned Facilities.* Construction projects that occur on city-owned properties for facilities that are partially or wholly owned by the city shall be exempted from payment of building permit fees.

(12) *Temporary Closure Permits.* The following application and use fees are due for each of the following requests for closure:

(a) *Application Fees.* An ~~$50.00~~ application fee shall be due at that time of any request for temporary, street/road closure, partial street/lane closure, parking closure, trail closure, or sidewalk closure.

	Effective MM-DD-YY	Effective MM-DD-YY
Application Fee	$75.00	$100.00

(b) *Closure Fees.* Due to the impact of closures on functionality of streets, sidewalks and trails, the following use fees shall apply based on the type, length and duration of closure requested:

~~(i) *Shared-Use Paved Trails and Sidewalks:*~~

~~(a) $25.00 per day—Shared-use paved trails.~~

~~(b) $25.00 per day—Sidewalks within Entertainment District (sidewalk closures outside the Entertainment District do not require a permit, please coordinate with the Engineering Office for notification and signage).~~

~~(ii) *Residential Links, and Alleys:*~~

~~(a) $50.00 per day, per impacted lane.~~

~~(iii) *Neighborhood Links and Downtown/Urban Streets:*~~

~~(a) $83.00 per day, per impacted lane.~~

~~(iv) *Regional Links:*~~

~~(a) $133.00 per day, per impacted lane.~~

~~(c) *Extension Fees.* A $25.00 extension fee shall be due at the time of any request for extension of a temporary closure. Daily closure fees as listed in this section shall also apply to the extension.~~

	Effective MM-DD-YY	Effective MM-DD-YY
Closure Fee (per day, per impacted lane)		
Shared-Use Paved Trails and Sidewalks	$25.00	
Sidewalks within Entertainment District*	$25.00	
Residential Links and Alleys	$75.00	$100.00
Neighborhood Links and Downtown/Urban Streets	$117.00	$150.00
Regional Links	$167.00	$200.00

*Sidewalk closures outside of the Entertainment Districts do not require a permit; please coordinate with the Engineering Office for notification and signage.

(~~d~~c) Detour route required when one (1) or more lanes will be completely closed, and flaggers are not used to maintain traffic.

(~~e~~d) A detour route shall be provided for all trail and sidewalk closures requiring a permit per this section.

(Code 1965, §§17B-3(c); 17B-7(k), 18-27, App. A., Art. 9(6), 10(2), 11, App. C., Art. II, §E; Ord. No. 1747, 6-29-70; Ord. No. 1790, 3-15-71; Ord. No. 1893, 12-19-72; Ord. No. 2198, 2-17-76; Ord. No. 2323, 4-5-77; Ord. No. 2538, 7-3-79; Ord. No. 2581, 12-4-79; Ord. No. 2934, 8-2-83; Ord. No. 2948, 9-20-83; Ord. No. 3230, 11-8-86; Ord. No. 3298, 10-6-87; Code 1991, §§98.62, 158.22, 158.45, 159.15, 160.172, 160.195, 160.197; Ord. No. 3716, §2, 6-15-93; Ord. No. 3925, §4, 7, 10-3-95; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4113, §1, 8-18-98; Ord. 4323, 6-19-01; Ord. No. 4806, 12-20-05; Ord. No. 5425, 8-2-11; Ord. No. 5724, 12-02-14; Ord. No. 6255, §1, 11-5-19; Ord. No. 6446, §7(Exh. B), 6-15-21; Ord. No. 6577, §§1, 2(Exh. A), 6-21-22; Ord. No. 6578, §1, 6-21-22; Ord. No. 6630, §4, 12-20-22; Ord. No. 6846, §1(Exh. A), 2-18-25)

CHAPTER 178: OUTDOOR VENDORS

178.03 Sidewalk Vendors

…

(C) *Permit Application.* Each application for a permit to conduct business on a sidewalk shall be accompanied by an ~~$133.00~~ application and permit fee.

	Effective MM-DD-YY	Effective MM-DD-YY
Sidewalk Vendor Permit	$167.00	$200.00

Permits issued after July 1st shall be accompanied by a $50.00 application and permit fee. Each permit will expire at 3:00 a.m. on January 1st following the year issued. The permit fee shall be collected prior to issuance of the permit

…

(Ord. No. 5185, 10-7-08; Ord. No. 5321, 5-18-10; Ord. No. 5459, 11-15-11; Ord. No. 5768, 5-5-15; Ord. No. 5979, §§3, 4, 5-16-17; Ord. No. 6846, §4, 2-18-25)

178.04 Outdoor Mobile Vendors

…

(C) *Mobile Vendor Permit Requirements.* All mobile vendors shall meet the following requirements and submittals prior to approval:

(1) Each application for a permit to conduct a mobile vendor business shall be accompanied by a ~~$125.00~~ permit review and processing fee.

	Effective MM-DD-YY	Effective MM-DD-YY
Mobile Vendor Permit	$150.00	$175.00

Mobile vendor permits shall be issued to the owner of the mobile vendor vehicle. This application will also serve as the vendor's business license that will be processed as such.

…

(Ord. No. 5185, 10-7-08; Ord. No. 5425, 8-2-11; Ord. No. 5498, 05-01-12; Ord. No. 5666, 3-18-14; Ord. No. 5979, §§5, 6, 5-16-17; Ord. No. 6707, §2, 11-21-23; Ord. No. 6846, §5, 2-18-25; Ord. No. 6877, §2(Exh. B), 5-20-25)

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-1657

MEETING OF MAY 12, 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: **ADM-2026-0013: Administrative Item (LOTS 167, 169, 170, 171, 172, 173 & 174 MAGNOLIA PARKS SD. PH. 5/MAGNOLIA PARKS SD., 244); Submitted by CRAFTON & TULL & ASSOCIATES, INC. for properties located in MAGNOLIA PARKS in WARD 4, zoned NS-G, NEIGHBORHOOD SERVICES - GENERAL and contains approximately 4.17 acres. The request is for lesser dedication of right-of-way.**

RECOMMENDATION:
City Planning staff and the Planning Commission recommend approval of a request for lesser dedication of right-of-way as described and shown for associated lot splits in the attached Exhibits 'A' and 'B'.

BACKGROUND:
The subject properties are in northwest Fayetteville and are part of the Magnolia Park subdivision, which borders the western side of N. Rupple Rd. and extends from W. Weir Rd. to the north to W. Dahlia to the south. The preliminary plat of Magnolia Park showing all planned phases of the subdivision was initially approved in 2019, and subsequently the concurrent plat of Phase V was approved in March of 2026.

Request: The applicant requests a reduction in right-of-way dedication with an approved concurrent plat of Phase V of the Magnolia Parks subdivision to create 7 new lots.

Public Comment: Staff has not received any public comment on this item.

DISCUSSION:
The preliminary plat of the Magnolia Parks subdivision was approved in 2019 (PPL 19-6526). Phases I & II received final plat approval in 2021 (FPL-2021-000011) and Phases III & IV were approved in 2025 (FPL-2025-0010). The final phase was prepared as a Concurrent Plat instead of a standard final plat given the existence of required infrastructure and was approved on March 09, 2026 (CCP-2026-0001).

Unified Development Code section 166.04(B)(4)(a)(i) indicates that an infrastructure improvement required with any subdivision of land is to dedicate sufficient right-of-way to meet the Master Street Plan. Where right-of-way dedication represents a hardship or practical difficulty, an applicant may petition the City Council, by way of the Planning Commission, for lesser dedication. For the subject property, right-of-way dedication to meet the Residential Link Street requirements of 52 feet, or 26 feet from centerline of the street is required. However, these Master Street Plan cross-sections and standards were updated in early 2020; staff finds that given the prior approval of these lots with the preliminary plat in 2019, and the recent construction and build out

of infrastructure according to previously approved standards, that to require additional right-of-way at this time would qualify as a “practical difficulty” and recommends the lots adhere to the right-of-way dedicated with the Phase V concurrent plat, totaling 50 feet, as indicated on the associated concurrent plat.

At the March 09, 2026 Planning Commission meeting, commissioners unanimously voted (7-0-2) to forward this item to City Council with a recommendation of approval. The item was included on the consent agenda, with Commissioner Madden making the motion, and Commissioner Castin seconding; Commissioner Cabe and Commissioner McGetrick recused from this item. The item had been placed on the consent agenda at the March 05, 2026 agenda session by the commissioners, and no further discussion was made. No public comment was heard on the item.

BUDGET/STAFF IMPACT:
N/A

ATTACHMENTS: 3. Staff Review Form, 4. Exhibit A, 5. Exhibit B, 6. Applicant Request Letter, 7. Planning Commission Staff Report

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

File #: 2026-1657

A RESOLUTION PURSUANT TO § 166.04 (B)(2) OF THE FAYETTEVILLE *UNIFIED DEVELOPMENT CODE* TO APPROVE THE REQUEST TO NOT DEDICATE ADDITIONAL RIGHT OF WAY ALONG WEST LIERLY LANE

WHEREAS, the preliminary plat of the Magnolia Parks subdivision was approved in 2019 (PPL 19-6526), Phases I & II received final plat approval in 2021 (FPL-2021-000011), Phases III & IV were approved in 2025 (FPL-2025-0010), and the final phase, which was prepared as a Concurrent Plat instead of a standard final plat given the existence of required infrastructure, was approved on March 9, 2026 (CCP-2026-0001); and

WHEREAS, previous phases of the subdivision were approved under the 2030 Master Street Plan standards which required a 50-foot right-of-way and the applicant is requesting reduction for seven lots along West Lierly Lane to match those in the previous phases; and

WHEREAS, the City Council has determined that to require additional right-of-way at this time would qualify as a "practical difficulty" and recommends the lots adhere to the right of way dedicated with the Phase V concurrent plat, totaling 50 feet.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the request to not dedicate additional row along West Lierly Lane, pursuant to § 166.04 (B)(2) of the Unified Development Code.

City of Fayetteville Staff Review Form

2026-1657

Item ID

5/19/2026

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

Jonathan Curth	4/28/2026	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

ADM-2026-0013: Administrative Item (LOTS 167, 169, 170, 171, 172, 173 & 174 MAGNOLIA PARKS SD. PH. 5/MAGNOLIA PARKS SD., 244): Submitted by CRAFT & TULL & ASSOCIATES, INC. for properties located in MAGNOLIA PARKS in WARD 4, zoned NS-G, NEIGHBORHOOD SERVICES - GENERAL and contains approximately 4.17 acres. The request is for lesser dedication of right-of-way.

Budget Impact:

Account Number	Fund
Project Number	Project Title

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

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

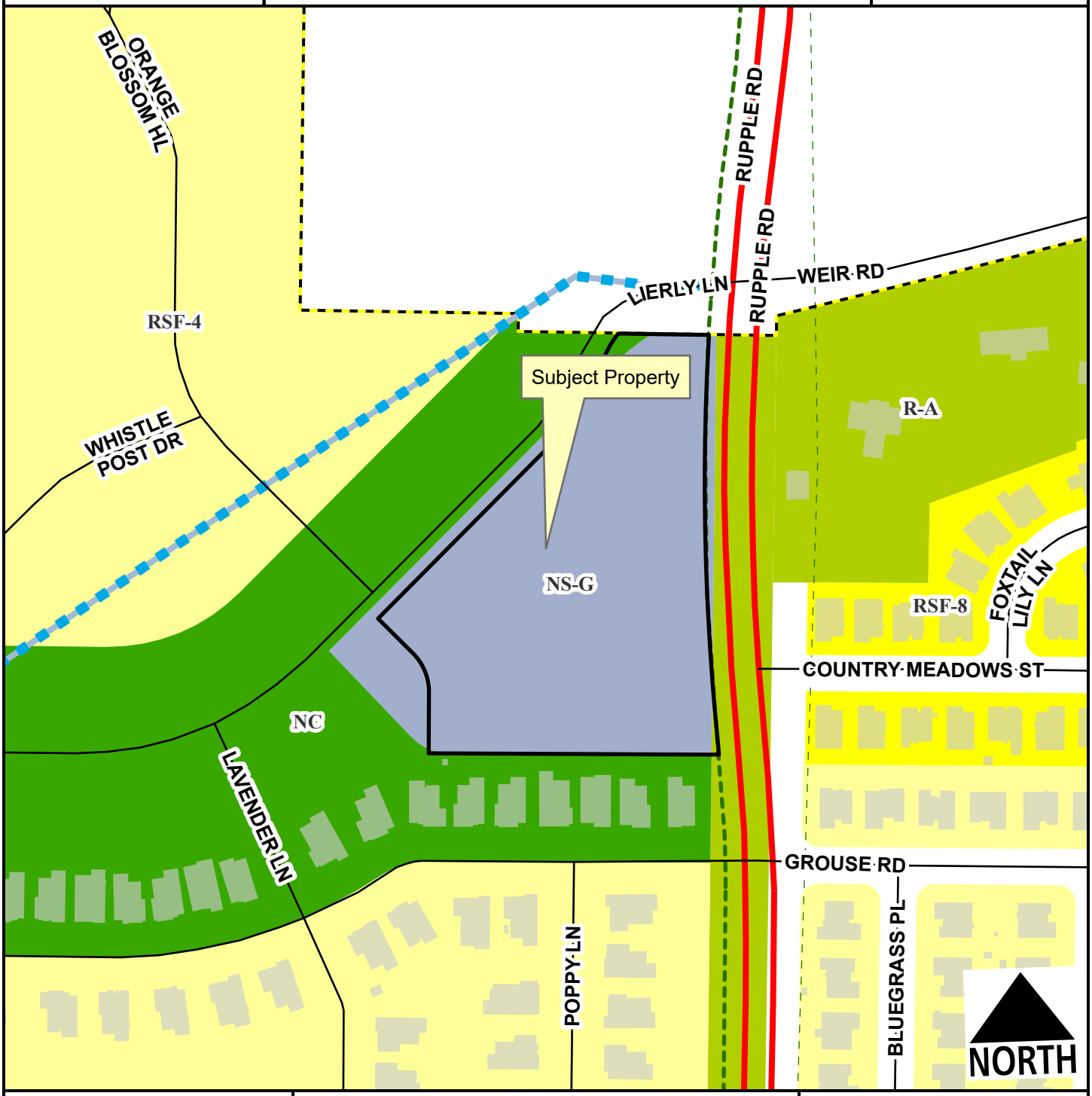
Comments:

CCP-2026-0001

Close Up View

SOUTHWEST OF N. RUPPLE RD & W. LIERLY LN

EXHIBIT A
"ADM-2026-0013"



- Regional Link
- Residential Link
- Planned Residential Link
- Planning Area
- Fayetteville City Limits
- Shared-Use Paved Trail
- Trail (Proposed)

Feet

0 75 150 300 450 600

1:2,400

Exhibit B
"ADM-2026-0013"

SUBDIVISION DESCRIPTION

PART OF THE NORTHEAST QUARTER (NE/4) OF THE NE/4 OF SECTION 31, TOWNSHIP 17 NORTH, RANGE 30 WEST, CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 31; THENCE SOUTH 02°40'16" WEST ALONG THE LINE COMMON TO SECTIONS 31 & 32 OF SAID TOWNSHIP AND RANGE, A DISTANCE OF 726.35 FEET TO THE NORTH BOUNDARY OF THAT CERTAIN TRACT OF LAND CONVEYED TO THE CITY OF FAYETTEVILLE BY WARRANTY DEED RECORDED AS REAL ESTATE FILE NO. 2021-00022714; THENCE LEAVING SAID SECTION LINE AND ALONG SAID NORTH BOUNDARY NORTH 87°10'00" EAST, A DISTANCE OF 95.08 FEET TO THE NORTHWEST CORNER OF SAID CITY OF FAYETTEVILLE TRACT OF LAND FOR THE POINT OF BEGINNING;

THENCE ALONG THE WEST BOUNDARY OF SAID CITY OF FAYETTEVILLE TRACT OF LAND SAME BEING THE WEST RIGHT-OF-WAY OF RUPPLE ROAD FOR THE FOLLOWING THREE (3) CALLS:

1) 546.33 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 3553.00 FEET, A CENTRAL ANGLE OF 08°48'36" AND SUBTENDED BY A CHORD BEARING SOUTH 00°53'23" WEST – 545.79 FEET TO A POINT OF TANGENCY;
2) SOUTH 03°30'55" EAST – 1.69 FEET TO A TANGENT CURVE TO THE RIGHT;
3) 33.15 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2947.00 FEET, A CENTRAL ANGLE OF 00°38'40", AND SUBTENDED BY A CHORD BEARING SOUTH 03°11'35" EAST – 33.15 FEET TO THE NORTHEAST CORNER OF MAGNOLIA PARK PHASE I;

THENCE ALONG THE NORTH BOUNDARY OF SAID SUBDIVISION THE FOLLOWING TWO (2) CALLS:

1) NORTH 87°44'53" WEST, A DISTANCE OF 397.38 FEET TO A TANGENT CURVE TO THE LEFT;
2) 4.06 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 00°55'52" AND SUBTENDED BY A CHORD BEARING NORTH 88°12'49" WEST – 4.06 FEET;

THENCE NORTH 02°15'07" EAST, A DISTANCE OF 84.82 FEET TO A TANGENT CURVE TO THE LEFT; THENCE 59.45 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 45°24'55" AND SUBTENDED BY A CHORD BEARING NORTH 20°27'21" WEST – 57.90 FEET TO A POINT OF TANGENCY; THENCE NORTH 43°09'48" WEST, A DISTANCE OF 68.28 FEET; THENCE NORTH 46°50'12" EAST, A DISTANCE 347.55 FEET TO A TANGENT CURVE TO THE LEFT; THENCE 45.31 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 17°18'28" AND SUBTENDED A CHORD BEARING NORTH 38°10'58" EAST – 45.14 FEET; THENCE NORTH 29°31'44" EAST, A DISTANCE OF 104.55 FEET TO A TANGENT CURVE TO THE RIGHT; THENCE 22.21 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 12°43'31" AND SUBTENDED BY A CHORD BEARING NORTH 35°53'30" EAST – 22.16 FEET; THENCE SOUTH 87°10'00" EAST, A DISTANCE OF 125.49 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.17 ACRES MORE OR LESS.

Crafton Tull

300 North College - Suite 317
Fayetteville, AR 72701

479.455.2207
craftontull.com

April 22nd, 2026

City of Fayetteville Development Services
125 W Mountain St.
Fayetteville, AR 72701

RE: Magnolia Park Phase V Concurrent Plat
First ADM Submittal
CCP-2026-0001
CT Job No. 24304100

Dear Ms. Masters,

The scope of this project is to plat the 6 residential lots and 1 POA lot associated with Phase 5 of Magnolia Park subdivision. See FPL-2025-0010 for the final plat of Phases 3&4. As directed by City planning staff, this request is for lesser dedication of ROW that would apply solely to W. Leirly Lane. The existing ROW in this location from previous phases is 50 feet which is less than the updated Master Street plan requirement of 52 feet.

Should you have any questions, or require any additional information, please contact me at your convenience at 479-878-2475 or trent.woessner@craftontull.com
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Sincerely,

Trent Woessner, P.E.
Civil Project Engineer

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Jessie Masters, Planning Director

FROM: Citlali Samano, Planner
Willa Thompson, Urban Forester

MEETING: March 9, 2026 UPDATED WITH PC RESULTS

SUBJECT: **CCP-2026-0001: Concurrent Plat (SOUTHWEST OF N. RUPPLE RD & W. LIERLY LN/MAGNOLIA PARK PH 5, 244)** Submitted by CRAFTON TULL for property located SOUTHWEST OF N. RUPPLE RD & W. LIERLY LN. The property is zoned NS-G, NEIGHBORHOOD SERVICES-GENERAL and contains approximately 4.17 acres. The request is for the concurrent plat of 6 residential lots and 1 unbuildable lot.

RECOMMENDATION:
Staff recommends approval of **CCP-2026-0001** with conditions.

RECOMMENDED MOTION:
*"I move to approve **CCP-2026-0001**, recommending:*

- *In favor of recommended right-of-way dedication, and*
- *In favor of all other conditions as recommended by staff."*

BACKGROUND:
The subject property is located in northwest Fayetteville at the corner of the N. Rupple Road and W. Weir Road intersection. The property is just within City limits and is zone NS-G, Neighborhood Services, General. The parcel is not within any overlay districts. No protected streams or FEMA floodplain are located on the property, and it does not contain hydric soils. Surrounding land uses and zoning are depicted in *Table 1.*

Table 1:
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Single-Family Residential	Washington County
South	Single-Family Residential	NC, Neighborhood Conservation
East	Undeveloped	R-A, Residential Agricultural
West	Single-Family Residential	NC, Neighborhood Conservation

Proposal: The applicant proposes building 6 residential lots and 1 unbuildable lot for phase 5 of the Magnolia Parks subdivision. Magnolia Parks Phases 1 & 2 were administratively approved by the Planning department on December 22, 2021, whereas Phases 3 & 4 were administratively approved on February 09, 2026. Phase 5 will be the final phase for the subdivision. No variances are being requested with this proposal.

Water and Sewer System: There is an existing 8 in. water line and an 8 in. sewer line across the northern frontage of the lots along W. Lierly Lane. The water line will be tapped for domestic water and fire service to the lots and the sewer line will be tapped for domestic sewer service to the lots.

Drainage: The drainage for these lots was included in the recently approved Magnolia Park subdivision so no additional improvements are required.

Street Improvements: The lots have W. Lierly Lane across their northern frontage which is an improved Residential Link with pavement, curb and gutter and sidewalk. On the east side of the lots, Rupple Road is an improved Regional Link with pavement, and curb and gutter and trail. Staff does not recommend any additional street improvements

Right-of-way to be dedicated:
W. Lierly Lane: W Lierly Ln is classified as a Residential Link Street in the 2040 Master Street Plan. Staff recommends right-of-way dedication along this street in the amount of 50 feet to align with the typical standards for that street classification. The applicant is proposing to dedicate 50 feet of right-of-way along this street.

Tree Preservation: 20% for NS-G, Neighborhood Services – General. Per Mitigation Requirements, phases 3 to 5 call for a total of 520 2" caliper trees to be planted. Landscape Requirements lists 14 street trees and 52 lot trees for phase 5.

Parkland Fees: $6,534 for the creation of 6 single family units.

Public Comment: Staff has not received any public comment.

RECOMMENDATION: Staff recommends approval of CCP-2026-0001 with the following conditions:

Conditions of Approval:

1. **Planning Commission determination of right-of-way dedication.** *Staff recommends that the Planning Commission support maintaining a 50-foot right-of-way dedication along W Lierly Lane and 53 feet from centerline along Rupple Road. As the current Master Street Plan requires 52 feet of right-of-way along W Lierly Lane (previously 50 feet), maintaining the 50-foot dedication would constitute a lesser dedication and would require consideration by the City Council pursuant to §166.04(B)(4)(a)(i). Should the Planning Commission support this approach, staff will prepare a City Council item for final consideration.*
2. All lots shall be labeled with addresses as approved by the 911 Coordinator on the concurrent plat (if applicable).

3. Plat Review and Subdivision comments (to include written staff comments provided to the applicant or their representative, and all comments from utility representatives: Black Hills Energy, AT&T, Ozarks, SWEPCO, Cox Communication).

4. 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 the City's current requirements.

Planning Commission Action:	❒ **Approved**	❒ **Tabled**	❒ **Denied**

Meeting Date: **March 09, 2026**

Motion: Madden

Second: Castin

Vote: 7-0-2

BUDGET/STAFF IMPACT:
None

ATTACHMENTS:

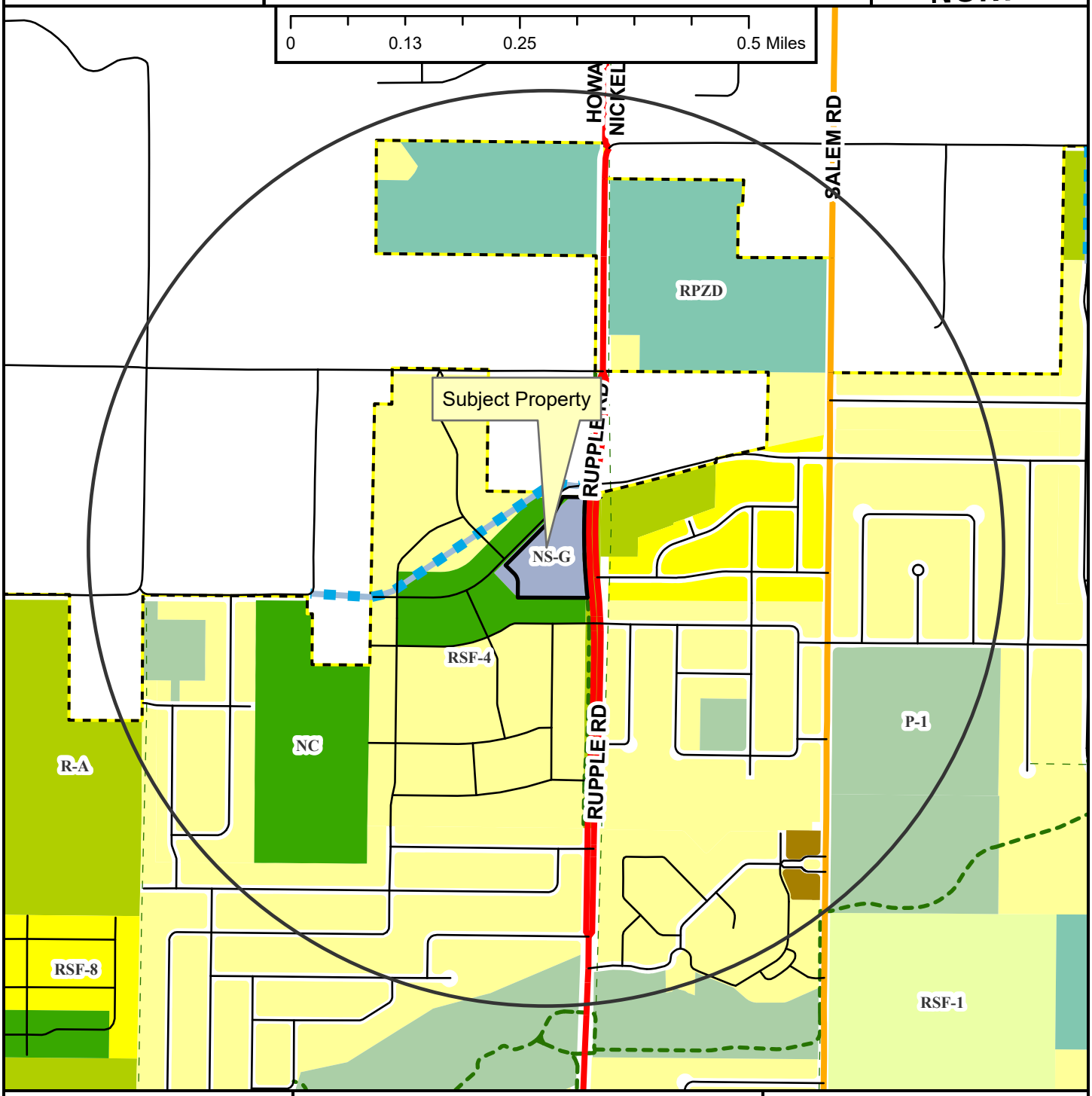
- Project Maps
  - One Mile Map
  - Close-Up Map
  - Current Land Use Map
- Urban Forestry Memos
  - Tree Preservation Review
  - Landscape Review
- Applicant Exhibits
  - Cover Letter
  - Site Plan

CCP-2026-0001

One Mile View

SOUTHWEST OF N. RUPPLE RD & W. LIERLY LN

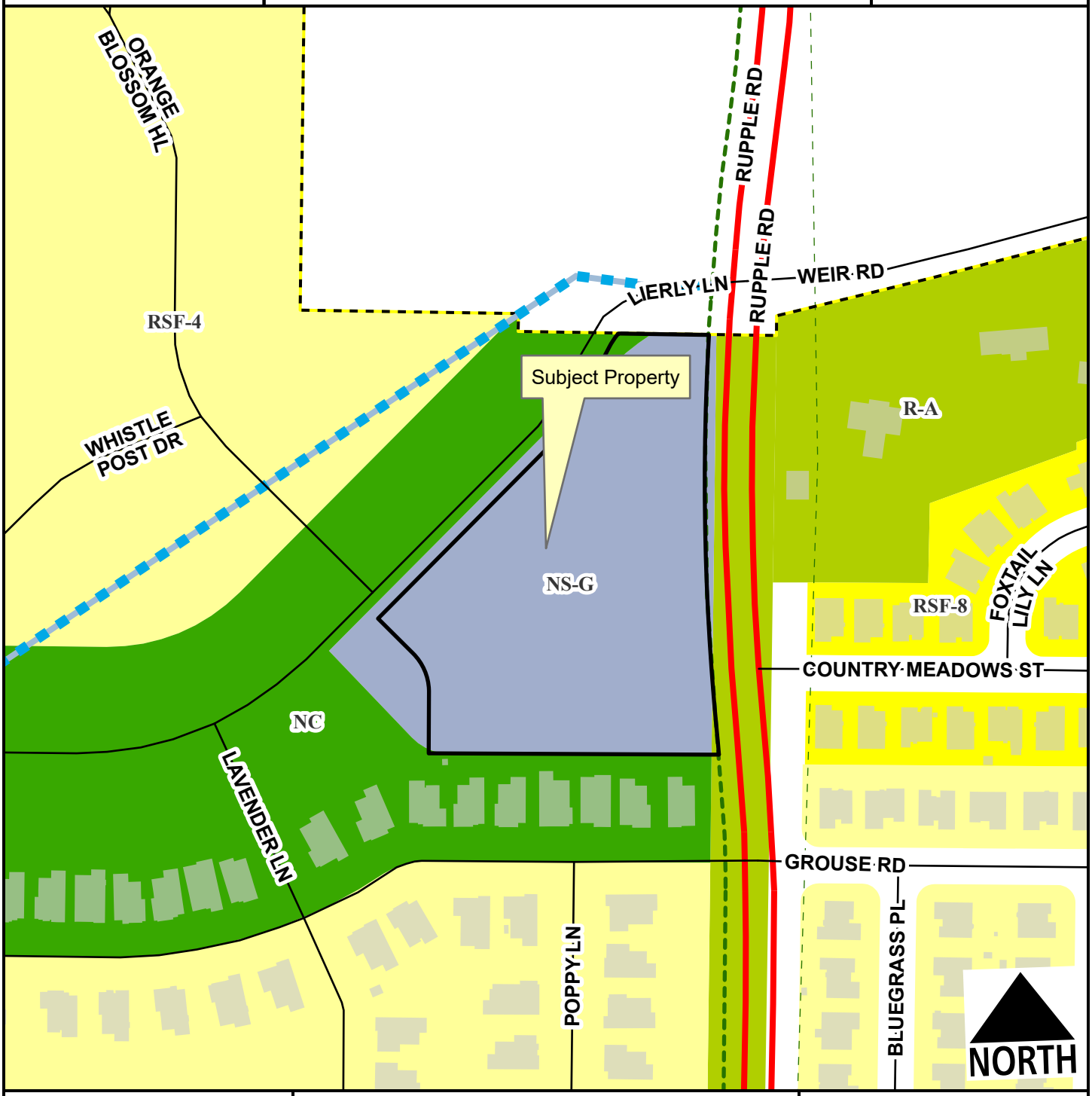
NORTH



CCP-2026-0001

Close Up View

SOUTHWEST OF N. RUPPLE RD & W. LIERLY LN



- Regional Link
- Residential Link
- Planned Residential Link
- Planning Area
- Fayetteville City Limits
- Shared-Use Paved Trail
- Trail (Proposed)

Feet

0 75 150 300 450 600

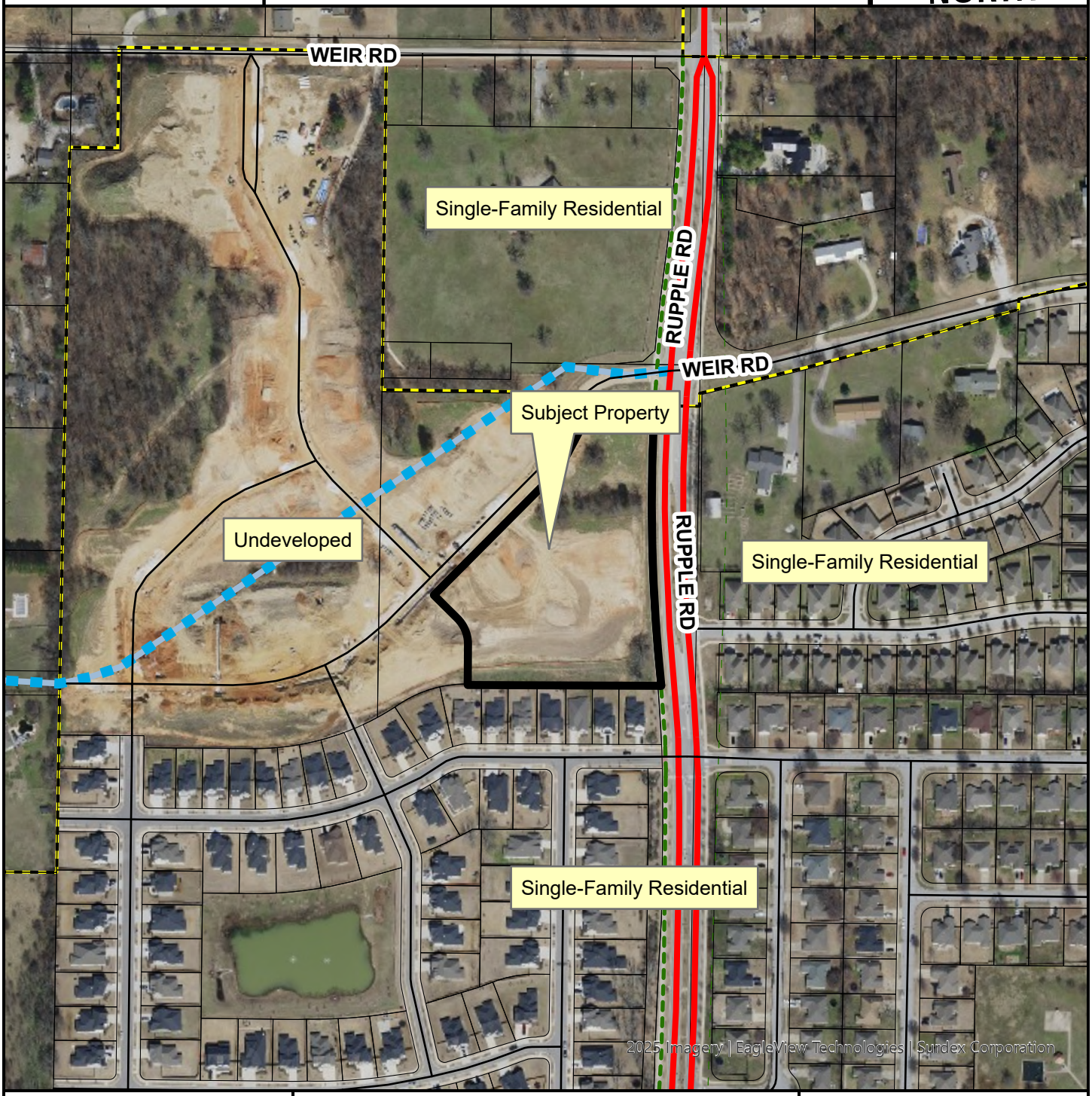
1:2,400

CCP-2026-0001

Current Land Use

SOUTHWEST OF N. RUPPLE RD & W. LIERLY LN

NORTH



- Regional Link
- 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

URBAN FORESTRY
TREE PRESERVATION COMMENTS

To: Crafton Tull

From: Willa Thomason, Urban Forester

CC: Citlaliti Samano, Planner

Meeting Date: March 9, 2026

Subject: CCP-2026-0001: Magnolia Park Phases 3-5 (3767 W Lierly Ln)

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

Tree Preservation Calculations		
	Square Feet	Percent of site
Total Site Area *Minus Right of Way and Easements	2,809,435	100%
*Zoning Designation * Select Below with drop down arrow*		
RSF-4 Single-Family Residential, Four Units Per Acre	2,190,012	25%
NC-Neighborhood Conservation	415,562	20%
NS-Neighborhood Services	203,861	20%
Required Area/Weighted Average	671,455	23.9%
*HHOD * Select Below with Drop Down Arrow*		
No	0	0%
Total Canopy for Minimum Preservation Requirements	671,455	23.9%
Existing Tree Canopy * Minus Right of Way and Easements	730,018	26.0%
Tree Canopy Preserved	294,872	10.5%
Tree Canopy Removed *On Site	435,146	15.5%
Tree Canopy Removed *Off Site	0	
Tree Canopy Removed Total	435,146	15.5%
Removed Below Minimum	**376,583**	
Mitigation Requirements	**376,583**	

3. Mitigation Requirements	Canopy below requirement	Number of 2” caliper trees to be planted
High Priority	**84,496**	**388**
Low Priority	**292,087**	**766**

Total Mitigation Trees Required	**0**	**520 (this phase)**	

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)	**Yes**	**Yes**
l.	Floodplains and floodways	**Yes**	**Yes**
m.	Existing Street, Sidewalk or Bike Path ROW	**Yes**	**Yes**
n.	Submitted Site Analysis Plan (if required)	**N/A**	**N/A**
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	**No**	**Yes**

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	**No**	**No**
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 (not required because approved PPL did not have one)**
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	**2-11-26**	
Approved		**2-26-26**
Tabled		
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: Citlaliti Samano, Planner

Meeting Date: March 9, 2026

Subject: CCP-2026-0001: Magnolia Park Phases 3-5 (3767 W Lierly Ln)

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	**520 (with this phase)**
Parking Lot Trees	**0**
Street Trees	**14 street trees, 52 lot trees**
Detention Pond – Large Trees (1 Tree/3,000 square feet)	**0**
Detention Pond – Small Tree/Large Shrub (4 small trees or large shrubs/3,000 square feet)	**0**
Detention Pond – Small Shrubs/Large Grasses (6 shrubs or grasses (1 gallon)/3,000 square feet)	**0**

6. Review Status (See Comments)	**Tech Plat**	**Planning Commission**
Conditionally Approved	**2-11-26**	
Approved		**2-26-26**
Tabled		
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.

Crafton Tull

300 North College - Suite 317
Fayetteville, AR 72701

479.455.2207
craftontull.com

January 15th, 2026

City of Fayetteville Development Services
125 W Mountain St.
Fayetteville, AR 72701

RE: Magnolia Park Phase V Concurrent Plat
First CCP Submittal
Scope, Nature, Intent Letter
CT Job No. 24304100

Dear Ms. Masters,

The scope of this project is to plat the 6 residential lots and 1 POA lot associated with Phase 5 of Magnolia Park subdivision. See FPL-2025-0010 for the final plat of Phases 3&4. We are currently addressing City comments on that final plat and will resubmit before 1/21. The nature and intent of this project is to finish closing out the Magnolia Park subdivision. The POA lot 167 will be heavily landscaped. All utilities, paving, landscaping, and grading for the Phase 5 residential lots and the POA lot 167 were installed with GRD-2022-000009.

A few items to clarify:
The date of the PRAB meeting used on the application is the date of the receipt for the parkland dedication fee payment, 2026/01/07. See City Invoice INV-2026-00108711. The receipt and invoice are attached in the same PDF and included in the submittal package for this concurrent plat.

Should you have any questions, or require any additional information, please contact me at your convenience at 479-878-2475 or trent.woessner@craftontull.com
.

Sincerely,

Trent Woessner, P.E.
Civil Project Engineer

CONCURRENT PLAT
MAGNOLIA PARK
PHASE V
FAYETTEVILLE, ARKANSAS

CERTIFICATE OF APPROVAL OF WATER & SEWER SYSTEM:

THE WATER DISTRIBUTION SYSTEM AND SEWAGE COLLECTION SYSTEM INSTALLED IN THIS SUBDIVISION ARE HEREBY APPROVED AND ACCEPTED BY THE CITY OF FAYETTEVILLE.

_____ _____
DATE CITY ENGINEER

CERTIFICATE OF APPROVAL OF STREETS, SIDEWALKS, AND DRAINAGE:

THE STREETS, SIDEWALKS, AND DRAINAGE SYSTEMS INSTALLED IN THIS SUBDIVISION ARE HEREBY APPROVED AND ACCEPTED BY THE CITY OF FAYETTEVILLE.

_____ _____
DATE CITY ENGINEER

CERTIFICATE OF APPROVAL OF BUILDING SET-BACK DIMENSIONS:

I HEREBY CERTIFY THAT ALL BUILDING SETBACK DIMENSIONS SHOWN ON THIS PLAT ARE IN ACCORDANCE WITH THE CURRENT SETBACK REQUIREMENTS.

_____ _____
DATE ZONING & DEVELOPMENT ADMINISTRATOR

CERTIFICATE OF APPROVAL FOR RECORDING:

THIS PLAT WAS APPROVED ADMINISTRATIVELY BY THE FAYETTEVILLE PLANNING DIVISION ON _____, 20___.

_____ _____
DATE ZONING & DEVELOPMENT ADMINISTRATOR

CERTIFICATE OF APPROVAL FOR SIDEWALKS:

CONSTRUCTION OF ALL SIDEWALKS SHALL BE INSPECTED BY THE CITY SIDEWALK AND TRAILS COORDINATOR TO COMPLY WITH THE CITY SPECIFICATIONS. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE CONSTRUCTION AND COMPLETION OF ALL SIDEWALKS SHOWN ON THIS FINAL PLAT.

_____ _____
DATE CITY ENGINEER

TREE PRESERVATION EASEMENT:

THE TREE PRESERVATION EASEMENT INDICATED ON THIS EASEMENT PLAT CONSTITUTES A COVENANT RUNNING WITH THE TITLE OF THE SUBJECT PROPERTY AND IS DENOTED FOR THE PROPERTY OWNERS AND THEIR FUTURE SUCCESSORS, ASSIGNEES OR TRANSFEREES TO PRESERVE, PROTECT AND MAINTAIN EXISTING TREE CANOPY. NO TREE REMOVAL OR LAND DISTURBANCE AS DEFINED WITHIN THE CITY OF FAYETTEVILLE UNIFIED DEVELOPMENT CODE MAY OCCUR WITHIN THE TREE PRESERVATION EASEMENT UNLESS APPROVED BY THE CITY OF FAYETTEVILLE. PERSONS SEEKING REMOVAL OF SUCH TREE PRESERVATION EASEMENTS, OR REQUESTING TO MODIFY THE PROPERTY IN SUCH A WAY AS TO EFFECT THE CANOPY WITHIN, MUST SEEK APPROVAL FROM THE CITY COUNCIL THROUGH A REQUEST MADE BY THE URBAN FORESTER OF THE CITY OF FAYETTEVILLE.

APPROVED BY:

_____ _____
DATE CITY OF FAYETTEVILLE URBAN FORESTER

CERTIFICATE OF OWNERSHIP & DEDICATION:

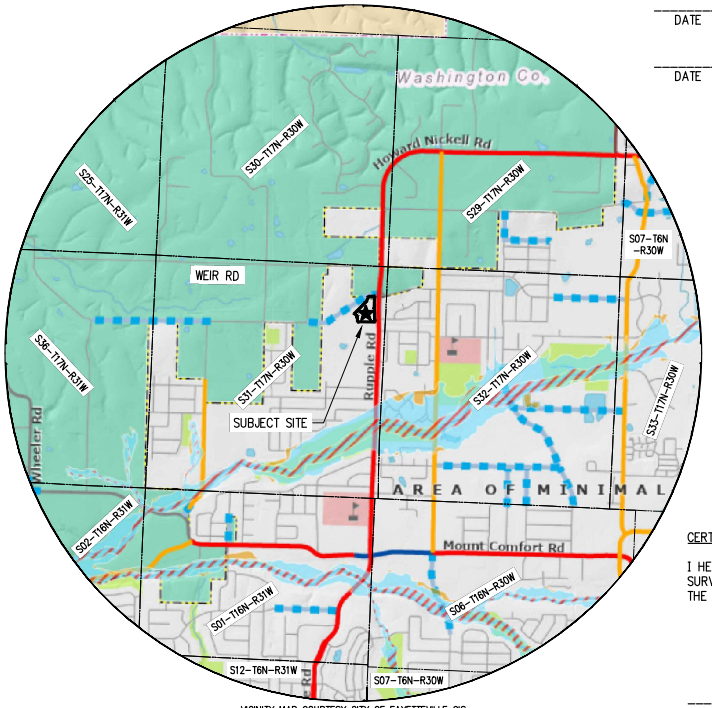
WE, THE UNDERSIGNED OWNERS, REPRESENTING ONE HUNDRED PERCENT (100%) OWNERSHIP OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY DEDICATE FOR PUBLIC OWNERSHIP, ALL STREETS AND ALLEYS AS SHOWN ON THIS PLAT FOR PUBLIC BENEFIT AS PRESCRIBED BY LAW. THE OWNERS ALSO DEDICATE TO THE CITY OF FAYETTEVILLE AND TO THE PUBLIC UTILITY COMPANIES (INCLUDING ANY CABLE TELEVISION COMPANY HOLDING A FRANCHISE GRANTED BY THE CITY OF FAYETTEVILLE) THE EASEMENTS AS SHOWN ON THIS PLAT FOR THE PURPOSE OF INSTALLATION OF NEW FACILITIES AND THE REPAIR OF EXISTING FACILITIES. ALSO ESTABLISHED HEREBY IS THE RIGHT OF INGRESS AND EGRESS TO SAID EASEMENTS, THE RIGHT TO PROHIBIT THE ERECTION OF BUILDINGS, STRUCTURES, OR FENCES WITHIN SAID EASEMENTS, AND THE RIGHT TO REMOVE OR TRIM TREES WITHIN SAID EASEMENTS.

___/___/20__
_____
OWNER: BUFFINGTON WEIR LLC

CERTIFICATE OF APPROVAL OF PARK LAND DEDICATION OR MONEY IN-LIEU:

I HEREBY CERTIFY THAT THIS FINAL PLAT COMPLIES WITH SECTION 166.04(K) WITH THE OWNER(S) DEDICATION OF _____ ACRES AND/OR PAYING IN-LIEU $ _____
WARRANTY DEED FOR PARK LAND RECORDED AS FOLLOWS:
BOOK #: _____ PAGE #: _____

_____ _____
DATE PARKS AND RECREATION REPRESENTATIVE



VICINITY MAP COURTESY CITY OF FAYETTEVILLE GIS

GRAPHIC SCALE IN FEET
2000' 0 2000'

LEGEND

SITE LOCATION
PROPERTY LINE
FLOOD PLAIN WITH FLOODWAY

Freeway/Expressway
Regional Link - High Activity
Regional Link
Neighborhood Link
Institutional Master Plan
Urban Center

CERTIFICATE OF APPROVAL OF UTILITY EASEMENTS:

WE HEREBY CERTIFY THAT ALL UTILITY EASEMENTS, INCLUDING CABLE TELEVISION EASEMENTS, PLATTED IN THIS SUBDIVISION ARE SHOWN AS REQUESTED AND WERE APPROVED BY THE UNDERSIGNED UTILITIES OF THE CITY OF FAYETTEVILLE, ARKANSAS.

_____ _____ _____
DATE ELECTRIC

_____ _____ _____
DATE GAS SERVICE

_____ _____ _____
DATE TELEPHONE

_____ _____ _____
DATE CABLE TELEVISION

_____ _____ _____
DATE CITY OF FAYETTEVILLE

OWNER:

BUFFINGTON WEIR, LLC
2826 JOYCE BLVD.
FAYETTEVILLE, AR 72703
479-251-1106

SUBJECT PROPERTY CURRENT
ZONING: NS-G
PLAT PAGE #244

CERTIFICATE OF SURVEY AND ACCURACY:

I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON IS A TRUE AND CORRECT SURVEY AND THAT THE MONUMENTS HAVE BEEN PLACED AS STATED HEREON AS REQUIRED BY THE SUBDIVISION REGULATIONS OF THE CITY OF FAYETTEVILLE, ARKANSAS.

For Review
02/17/2026 1:19:00 PM

_____
DATE

CRAFTON TULL & ASSOCIATES, INC.
BY MARK A. MEADOR (AGENT)

_____
MARK A. MEADOR RPLS 1304
PROFESSIONAL SURVEYOR

ALL COPIES THAT DO NOT BEAR AN ORIGINAL SEAL AND SIGNATURE MAY HAVE BEEN ALTERED. THE ABOVE DECLARATION SHALL NOT APPLY TO ANY COPY THAT DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE.

FLOOD NOTE:

THIS PROPERTY IS NOT IN FLOOD ZONE "A" OR "AE", AND IS OUTSIDE THE 100-YEAR FLOOD PLAIN AS SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM'S FIRM PANEL NUMBER 05143C0205 F, EFFECTIVE DATE MAY 16, 2008.

THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP(S). IN ADDITION, NO INDEPENDENT STUDY OF THE LIKELIHOOD OF FLOODING OF THE SURVEYED PROPERTY HAS BEEN DONE BY THE SURVEYOR AND NO OPINION OF FLOOD HAZARDS IS INCLUDED IN THIS SURVEY. THE FLOOD HAZARD ZONE BOUNDARIES SHOWN HEREON ARE SHOWN AS DEPICTED ON THE CITY OF FAYETTEVILLE GIS AND WERE INDEPENDENTLY SCALED FROM THE CITED FLOOD MAPS AND ARE NOT THE RESULT OF INDEPENDENT COMPUTATION OR ANALYSIS.

RECORD INFORMATION

Planning Commission
March 9, 2026
CCP-2026-0001 (MAGNOLIA PARK PH 5)
Page 15 of 17

STATE PLAT CODE:
500-17N-30W-0-31-110-72-1304

SEAL

For Review
02/17/2026 1:18:48 PM

MAGNOLIA PARK PHASE V - CONCURRENT PLAT
PART OF NE/4 OF SECTION 31, T17N, R30W
FAYETTEVILLE, ARKANSAS

PREPARED FOR:
BUFFINGTON WEIR, LLC

DATE: 02/17/2026
PROJECT NO: 2430.100
CONTACT: M. MEADOR

901 N. 47th St., Suite 400
Rogers, Arkansas 72756
Crafton Tull
479.636.4838 t
www.craftontull.com

CERTIFICATE OF AUTHORIZATION

CERTIFICATE OF AUTHORIZATION
CRAFTON, TULL & ASSOCIATES, INC.
No. 109
ARKANSAS

© 2026 Crafton, Tull & Associates, Inc.

DELTA	DESCRIPTION	DATE

SHEET NO.:
1 OF 3

DRAWING: G:\2430\100_MAGPARK\INFRASTRUCTURE\SURVEY\DWG\2430100_PHASEV_CONCURRENPLAT_COVER.DWG
LAST SAVED BY: MARK A. MEADOR 2/17/2026 12:53:47 PM
LAST PLOTTED BY: MARK A. MEADOR 2/17/2026 12:53:47 PM [PLOTTED BY: VALID (ON HARD COPY ONLY)]

THIS SHEET IS A PART OF THE LEGAL CADASTRE

SUBDIVISION DESCRIPTION

PART OF THE NORTHEAST QUARTER (NE/4) OF THE NE/4 OF SECTION 31, TOWNSHIP 17 NORTH, RANGE 30 WEST, CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 31; THENCE SOUTH 02°40'16" WEST ALONG THE LINE COMMON TO SECTIONS 31 & 32 OF SAID TOWNSHIP AND RANGE, A DISTANCE OF 726.35 FEET TO THE NORTH BOUNDARY OF THAT CERTAIN TRACT OF LAND CONVEYED TO THE CITY OF FAYETTEVILLE BY WARRANTY DEED RECORDED AS REAL ESTATE FILE NO. 2021-00022714; THENCE LEAVING SAID SECTION LINE AND ALONG SAID NORTH BOUNDARY NORTH 87°10'00" WEST, A DISTANCE OF 95.08 FEET TO THE NORTHWEST CORNER OF SAID CITY OF FAYETTEVILLE TRACT OF LAND FOR THE POINT OF BEGINNING;

THENCE ALONG THE WEST BOUNDARY OF SAID CITY OF FAYETTEVILLE TRACT OF LAND SAME BEING THE WEST RIGHT-OF-WAY OF RUPPLE ROAD FOR THE FOLLOWING THREE (3) CALLS:

1) 546.33 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 3553.00 FEET, A CENTRAL ANGLE OF 08°48'36" AND SUBTENDED BY A CHORD BEARING SOUTH 00°53'23" WEST – 545.79 FEET TO A POINT OF TANGENCY;
2) SOUTH 03°30'55" EAST – 1.69 FEET TO A TANGENT CURVE TO THE RIGHT;
3) 33.15 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2947.00 FEET, A CENTRAL ANGLE OF 00°38'40", AND SUBTENDED BY A CHORD BEARING SOUTH 03°11'35" EAST – 33.15 FEET TO THE NORTHEAST CORNER OF MAGNOLIA PARK PHASE I;

THENCE ALONG THE NORTH BOUNDARY OF SAID SUBDIVISION THE FOLLOWING TWO (2) CALLS:

1) NORTH 87°44'53" WEST, A DISTANCE OF 397.38 FEET TO A TANGENT CURVE TO THE LEFT;
2) 4.06 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 00°55'52" AND SUBTENDED BY A CHORD BEARING NORTH 88°12'49" WEST – 4.06 FEET;

THENCE NORTH 02°15'07" EAST, A DISTANCE OF 84.82 FEET TO A TANGENT CURVE TO THE LEFT; THENCE 59.45 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 45°24'55" AND SUBTENDED BY A CHORD BEARING NORTH 20°27'21" WEST – 57.90 FEET TO A POINT OF TANGENCY; THENCE NORTH 43°09'48" WEST, A DISTANCE OF 68.28 FEET; THENCE NORTH 46°50'12" EAST, A DISTANCE 347.55 FEET TO A TANGENT CURVE TO THE LEFT; THENCE 45.31 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 17°18'28" AND SUBTENDED A CHORD BEARING NORTH 38°10'58" EAST – 45.14 FEET; THENCE NORTH 29°31'44" EAST, A DISTANCE OF 104.55 FEET TO A TANGENT CURVE TO THE RIGHT; THENCE 22.21 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 12°43'31" AND SUBTENDED BY A CHORD BEARING NORTH 35°53'30" EAST – 22.16 FEET; THENCE SOUTH 87°10'00" EAST, A DISTANCE OF 125.49 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.17 ACRES MORE OR LESS.

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	546.33'	3553.00'	8°48'36"	S0° 53' 23"W	545.79'
C2	33.15'	2947.00'	0°38'40"	S3° 11' 35"E	33.15'
C3	4.06'	250.00'	0°55'52"	N88° 12' 49"W	4.06'
C4	59.45'	75.00'	45°24'55"	N20° 27' 21"W	57.90'
C5	45.31'	150.00'	17°18'28"	N38° 10' 58"E	45.14'
C6	22.21'	100.00'	12°43'31"	N35° 53' 30"E	22.16'

PARCEL LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S3° 30' 55"E	1.69'

POB
NW CORNER OF CITY OF FAYETTEVILLE PROPERTY PER DEED FILE NO. 2021-00022714

POC
CORNER OF SECTIONS 29, 30, 31, & 32; T17N, R30W. PER WASHINGTON CO. SURVEYOR'S RECORD BOOK 2 PAGE 206, ADLS PLAT RECORD 202301111656 AND ADLS PLAT RECORD 20250828164711. FOUND A 5/8" REBAR WITH 3 1/4" ALUMINUM CAP STAMPED WITH STANDARD BLM MARKINGS

REF1 – 2" ALUM. MON. K-7 2021 S55°17'20"W, 39.99'
REF2 – 5/8" CAPPED REBAR LS 1642 S87°57'47"E, 57.03'
REF3 – 5/8" CAPPED REBAR LS 1642 S87°33'50"E, 216.74'
REF4 – 5/8" REBAR CTA CONTROL CAP N50°56'20"W – 114.58'

5/8" REBAR PER UN-RECORDED PLAT BY LS1320. MARKER NOTED ON PLAT OF SURVEY FOR BUFFINGTON HOMES OF ARKANSAS, RECORDED AS DOCUMENT NO. 202010225376 IN THE OFFICE OF STATE SURVEYOR, DIVISION OF LAND SURVEY, DEPARTMENT OF TRANSFORMATION AND SHARED SERVICES, STATE OF ARKANSAS.

PARCEL NO. 001-16781-100
TAMMY L. VINES LIVING TRUST
DEED FILE NO. 2021-00037300

PARCEL NO. 765-21247-201
CITY OF FAYETTEVILLE, ARKANSAS
DEED FILE NO. 2021-00022714

PARENT TRACT
PARCEL NO. 765-21247-200
BUFFINGTON WEIR, LLC
REMNANT OF
DEED FILE NO. 2019-00003647

50'R.O.W. PER MAGNOLIA PARK PHASE III & IV

W LIERLY LANE (RESIDENTIAL LINK)

N. ORANGE BLOSSOM HILL

N. LAVENDER LANE

RUPPLE ROAD (REGIONAL LINK)

CENTER LINE OF ALIGNMENT

46' MSP
92' R/W MSR
53' TO R/W

0-25' BUILD TO ZONE

LOT 167
115,395± SQFT
2.649± AC

LOT 168
11,372± SQFT
0.260± AC

LOT 169
10,913± SQFT
0.250± AC

LOT 170
10,913± SQFT
0.250± AC

LOT 171
10,913± SQFT
0.250± AC

LOT 172
10,913± SQFT
0.250± AC

LOT 173
11,472± SQFT
0.263± AC

LOT 8 MAGNOLIA PARK PHASE I ZONING: NC
LOT 7 MAGNOLIA PARK PHASE I ZONING: NC
LOT 6 MAGNOLIA PARK PHASE I ZONING: NC
LOT 5 MAGNOLIA PARK PHASE I ZONING: NC
LOT 4 MAGNOLIA PARK PHASE I ZONING: NC
LOT 3 MAGNOLIA PARK PHASE I ZONING: NC
LOT 2 MAGNOLIA PARK PHASE I ZONING: NC
LOT 1 MAGNOLIA PARK PHASE I ZONING: NC

LEGEND

UE – UTILITY EASEMENT
BTZ – BUILD TO ZONE
BS – BUILDING SETBACK
DE – DRAINAGE EASEMENT
LE – LANDSCAPE EASEMENT

- SET 5/8" REBAR W/CAP EMBOSSED AR PS 1304
- FND 5/8" REBAR W/CAP PS 1304 UNLESS OTHERWISE NOTED
- CALCULATED POINT
- EXISTING WOOD FENCE
- SECTIONAL SUBDIVISION LINE
- PROPERTY LINE
- CENTERLINE OF RIGHT-OF-WAY
- STREET RIGHT-OF-WAY BY THIS PLAT
- EASEMENT LINE BY THIS PLAT
- BUILDING SETBACK LINE BY THIS PLAT
- EXISTING WELDED WIRE FENCE
- EXISTING CURBED ASPHALT STREET
- EXISTING SIDEWALK
- ADA RAMP TO BE INSTALLED BY HOME BUILDER
- SIDEWALK TO BE INSTALLED BY HOME BUILDER

QUARTER CORNER OF
SEC 31 & 32, T17N, R30W
9" X 10" LIMESTONE
PER PLAT 2003-00017759
PER CLABBER CREEK PHASE 4, PLAT FILE NO. 0023-00000254
PER DIV. OF LAND SURVEY FILE NO. 202010225376
REPLACED WITH 5/8" REBAR & 3 1/4" ALUM. CAP PER PLAT
FILE NO. 024A-00000386
REF1 – WATER VALVE N42°46'21"E, 28.98'
REF2 – WATER VALVE N67°36'15"E, 53.51'
REF3 – FIRE HYDRANT S31°50'46"E, 28.17'
REF4 – WATER VALVE S27°45'22"E – 27.07'
REF5 – STORM DRAIN MANHOLE N39°43'22"W, 47.18'

RECORD INFORMATION

STATE PLAT CODE:
500-17N-30W-0-72-110-72-1304

SEAL

For Review
02/17/2026 2:22:18 PM

MAGNOLIA PARK PHASE V - CONCURRENT PLAT
PART OF NE/4 OF SECTION 31, T17N, R30W
FAYETTEVILLE, ARKANSAS

PREPARED FOR:
BUFFINGTON WEIR, LLC

DATE: 10/02/2024
PROJECT NO: 24304100
CONTACT: M. MEADOR

901 N. 47th St., Suite 400
Rogers, Arkansas 72756
Crafton Tull
479.636.4838 t
www.craftontull.com

CERTIFICATE OF AUTHORIZATION:
CRAFTON, TULL & ASSOCIATES, INC. No. 109

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DELTA	DESCRIPTION	DATE
01	COMMENTS FROM CITY	02/17/2026

SHEET NO.:
2 OF 3

DRAWING: S:\24304100_MAGPARK5\INFRASTRUCTURE\SURVEY\DWG\24304100_PHASEV_CONCURRENPLAT.DWG
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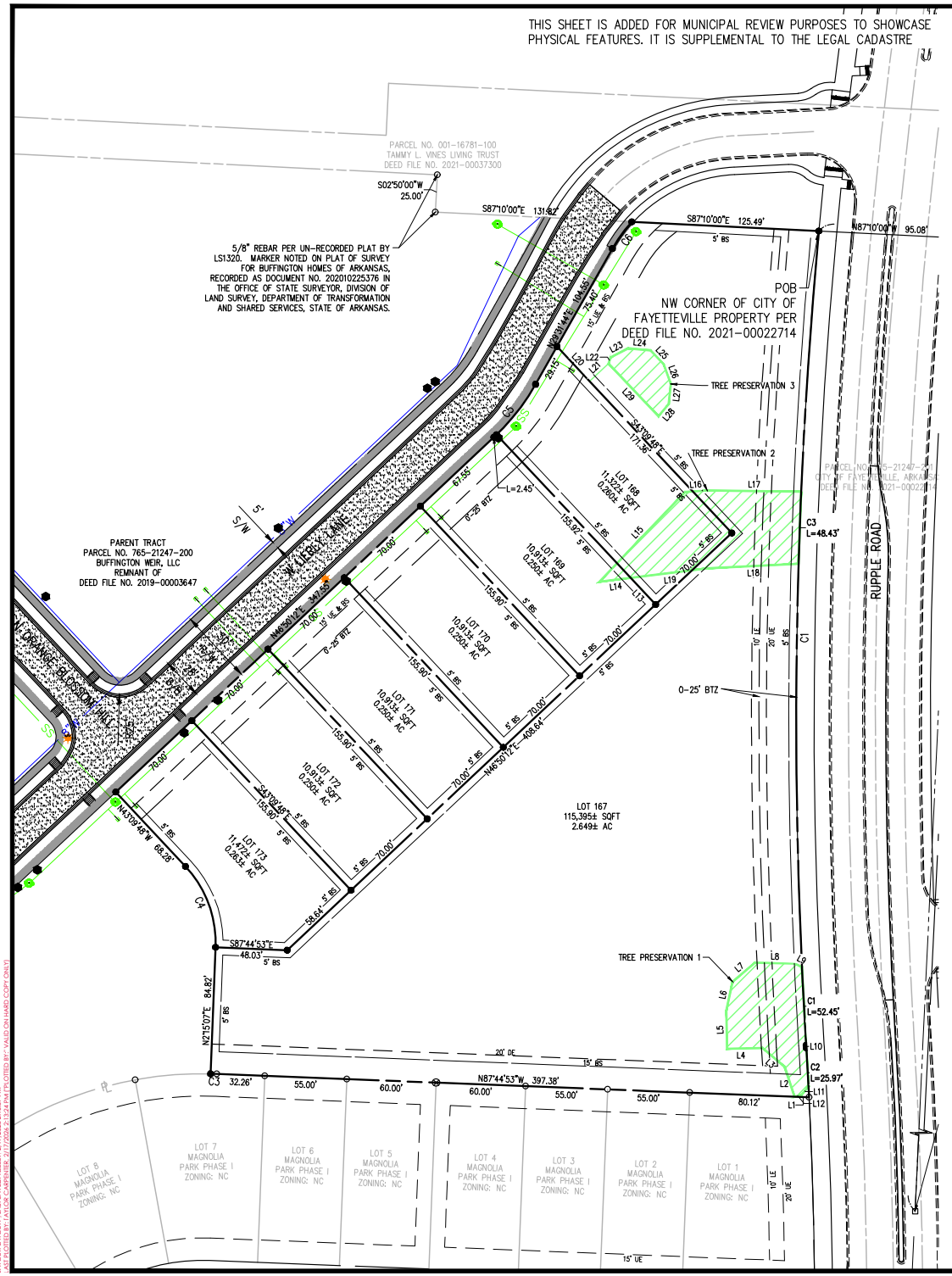
LAST PLOTTED BY: TAYLOR CARPENTER
XREF: 24304100_PHASEV_CONCURRENPLAT.DWG



STREET CROSS SECTION CHART LOCAL STREET PER MASTER STREET PLAN STREETS: W LIERLY, ORANGE BLOSSOM HILL
50' RIGHT OF WAY
26' FACE TO FACE
28' BACK TO BACK
7' PARKING LANE
8.5' & 9.5' DRIVING LANES
2' CURB AND GUTTER
6' GREENSPACE ONE SIDE
5' SIDEWALK BOTH SIDE

NOTE:
1. FOR ROADS 20 TO 26 FEET IN WIDTH, NO PARKING–FIRE LANE SIGNS SHALL BE PROVIDED ON BOTH SIDES OF THE STREET AS REQUIRED BY 2012 IFC 503.3 & D103.6
2. FOR ROADS 26 TO 32 FEET IN WIDTH, NO PARKING–FIRE LANE SIGNS SHALL BE PROVIDED ON ONE SIDE OF THE STREET AS REQUIRED BY 2012 IFC 503.3 & D103.6
3. ALL FENCES THAT ABUT LOTS 123 AND 153 SHALL BE LIMITED TO 42 INCHES IN HEIGHT

LEGEND (CONSTRUCT)

SYMBOLS	LINEWORK
SET IRON PIN	EASEMENT
LIGHT POLE	CURB
WATER SERVICE	BUILDING SET BACK
	RIGHT OF WAY
	PROPERTY LINE
	ROAD CENTERLINE
	SIDEWALK BY LOT
	SIDEWALK BY COMMON AREA TO BE CONSTRUCTED BY DEVELOPER
	8" WATER LINE

LEGEND (EXISTING SYMBOLS)

SYMBOLS	LINEWORK
FOUND IRON PIN	EASEMENT
LIGHT POLE	CURB
	RIGHT OF WAY
	ROAD CENTERLINE

BUILDING SETBACKS

ZONING: NSG
FRONT = BUILD TO 0'–25'
SIDE = 5' B/S
REAR = NONE
REAR WHEN CONTIGUOUS TO A SINGLE–FAMILY RESIDENTIAL DISTRICT = 15' B/S

TREE PRESERVATION 1		
LINE #	DIRECTION	LENGTH
L1	N87° 45' 10"W	9.89'
L2	N17° 47' 58"W	21.01'
L3	N49° 26' 58"W	19.45'
L4	S88° 43' 38"W	23.85'
L5	N1° 16' 22"W	25.73'
L6	N12° 21' 54"E	19.70'
L7	N49° 34' 34"E	19.60'
L8	S88° 57' 56"E	26.92'
L9	S61° 23' 43"E	5.31'
L10	S3° 30' 55"E	1.69'
L11	S40° 46' 07"W	7.48'
L12	S76° 27' 27"W	4.76'

TREE PRESERVATION 2		
LINE #	DIRECTION	LENGTH
L13	N43° 09' 48"W	24.46'
L14	S82° 59' 13"W	21.17'
L15	N43° 37' 50"E	83.16'
L16	N86° 04' 47"E	14.91'
L17	S89° 13' 06"E	62.97'
L18	S87° 09' 43"W	60.88'
L19	S82° 59' 13"W	52.04'

TREE PRESERVATION 3		
LINE #	DIRECTION	LENGTH
L20	S43° 09' 48"E	31.96'
L21	N46° 50' 12"E	17.36'
L22	N17° 34' 59"E	4.36'
L23	N62° 47' 52"E	13.31'
L24	S84° 48' 08"E	15.21'
L25	S42° 48' 39"E	12.88'
L26	S20° 06' 43"E	13.97'
L27	S6° 25' 34"W	13.56'
L28	S40° 26' 37"W	10.57'
L29	N43° 33' 09"W	48.61'

RECORD INFORMATION

Planning Commission
March 9, 2026

STATE PLAT CODE:
500-17N-30W-0-72-110-72-1304

SEAL

For Review
02/17/2026 2:22:04 PM

MAGNOLIA PARK PHASE V - CONCURRENT PLAT
PART OF NE/4 OF SECTION 31, T17N, R30W
FAYETTEVILLE, ARKANSAS

PREPARED FOR:
BUFFINGTON WEIR, LLC

DATE: 02/17/2026
PROJECT NO: 2430410.00
CONTACT: M. MEADOR

901 N. 47th St., Suite 400
Rogers, Arkansas 72756
Crafton Tull
479.636.4838.1
www.craftontull.com

CERTIFICATE OF AUTHORIZATION

CRAFTON, TULL & ASSOCIATES, INC. No. 109

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DELTA	DESCRIPTION	DATE

SHEET NO.:
3 OF 3

DRAWING: S:\2430410.00_MAGPARK5\INFRASTRUCTURE\SURVEY\DWG\2430410.00_PHASEV_CONCURRENTPLAT_STREET_TABLE.DWG
LAYOUT: LAYOUT1 | LAST SAVED: 2/17/2026 2:13:07 PM | PLOTTED BY: VALID ON HARD COPY ONLY!

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-1662

MEETING OF MAY 12, 2026

TO: Mayor Rawn and City Council

THROUGH: Keith Macedo, Chief of Staff
Jonathan Curth, Development Services Director

FROM: Jessica Masters, Planning Director

SUBJECT: **APPEAL: BOA-2026-0002: Board of Adjustment (3660 S. SCHOOL AVE/HANNA'S CANDLE COMPANY, 756): Submitted by SWARM AERO for property located at 3660 S. SCHOOL AVE. in WARD 1. The property is zoned I-1, HEAVY COMMERCIAL AND LIGHT INDUSTRIAL and contains approximately 15.0 acres. The request is an appeal of a Board of Adjustment determination of use.**

RECOMMENDATION:
City Planning staff recommend that City Council find in favor of the appellant and determine that Use Unit 22 is the most appropriate classification for this business.

BACKGROUND:
The subject property is in south Fayetteville on S. School Avenue, just north of Drake Field, the City of Fayetteville's airport. Containing two parcels with approximately 15.0 acres, the property is zoned I-1, Heavy Commercial and Light Industrial, and is currently developed with a light industrial building that County records indicate was constructed in the mid-1950s. The structure has historically been used for manufacturing purposes, specifically Use Unit 22 per the Unified Development Code, dating back to the operation of an electrical components manufacturer and distribution center (Cooper Power System) which opened in 1954. Following closure in 2016, it appears that Hannah's Candle, a candle manufacturing company applied for but, failing to receive a final Fire Marshal inspection, was never issued a City business license at this location. Another electronic manufacturing company, Keytronics, was issued a business license at that location in 2018. Following the business' relocation to Springdale, the license was officially revoked in 2026. Hannah's Candle Company is still listed as the property owner of record.

Request: The request is an appeal of a determination by the Board of Adjustments on a zoning use classification for a drone manufacturing facility. Originally classified as Use Unit 22 by the Zoning and Development Administrator, the Board ruled in favor of a member of the public who appealed that classification. The Board did not determine the appropriate classification.

Public Comment: Staff has received public comment in opposition on this item, following the initial approval of the business license. Written communication is attached to this memo.

DISCUSSION:
At the April 6, 2026 Board of Adjustments meeting, a vote of 3-1-0 (Fox voting no) approved an appeal of staff's initial determination of use. The appeal was submitted by resident Jesse Buchanan with Councilmember Sarah Moore. Board member Fox voted in favor of upholding staff's determination, while the three other

present members voted in favor of granting the appeal. Board member Norman provided an outline and a recommendation for Use Unit 31, which the City Attorney indicated would not be an appropriate use due to the City's limitation in regulating pollution. No other Use Units for consideration were offered by the Board.

Lacking an alternative that is consistent with the stated Use Unit 22 description within existing zoning code or prior application of that zoning code, staff find that Use Unit 22 remains the most appropriate classification for drone manufacturing based on the applicant's provided information. Use Unit 22 "consists of industrial uses which usually generate some adverse environmental effects and for this reason they should be located away from uses which do not produce adverse effects." This description covers light to moderate industrial fabrication and assembly, including fabricated metal products, machinery, or transportation equipment. After further conferring with and touring the Swarm Aero facility following the April 6 Board of Adjustment decision, staff were informed that the onsite manufacturing process will involve assembly of lightweight components, fabrication of small mechanical parts, and research and development of various carbon fiber weaving technologies. Comparatively, Use Unit 23, Heavy Industrial, is reserved for heavy industrial uses with great environmental impacts, such as foundries, petroleum processing, or demolition services. None of these heavy industrial activities are planned with the applicant's business activities. Further, the applicant does not intend to perform test flights, or modify the property and its onsite structure in ways staff finds to have adverse impact. Should flights occur in the future, they would take place at Drake Field Airport and are regulated as necessary by the Federal Aviation Administrion (FAA).

BUDGET/STAFF IMPACT:
N/A

ATTACHMENTS: 3. Appeal Letter, 4. Exhibit A, 5. Legal Memo - Use Unit 31, 6. Mayor Memo to City Council, 7. BOA Staff Report

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

File #: 2026-1662

A RESOLUTION TO GRANT THE APPEAL SUBMITTED BY SWARM AERO AND DETERMINE THAT USE UNIT 22 MANUFACTURING IS THE MOST APPROPRIATE CLASSIFICATION FOR THIS BUSINESS

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 grants the appeal submitted by Swarm Aero and determines that Use Unit 22, Manufacturing is the most appropriate classification for this business.

HALL ESTILL
ATTORNEYS AT LAW

Robert K. Rhoads
75 N. East Ave., Suite 500
Fayetteville, AR 72701-5388
Direct Dial: (479) 973-5202
rrhoads@hallestill.com

April 15, 2026

RECEIVED
APR 15 2026
City Clerk Treasurer

VIA HAND DELIVERY

Kara Paxton
City Clerk
City of Fayetteville
113 W. Mountain St.
Fayetteville, AR 72701

Re: Appeal of BOA-2026-00002

Dear Kara:

I hope this letter finds you well. Please know that I am now representing Swarm Aero, and the landowner, Hanna's Candle Company ("Petitioners"). Petitioners were subject to an Appeal of a staff decision before the BOA. Petitioners received favorable staff approval for a commercial business license and an appropriate designation of use, that being Use Unit 22, Manufacturing. The BOA in an April 6, 2026 public meeting overturned the staff's decision but did not declare what use unit this business should be.

It is the Petitioner's view that the City staff and specifically the Zoning and Development Administrator, has the expertise in the City's zoning and general land use classifications. The fully authorized decision was based on knowledge of the light industrial district and researching exactly what the Petitioners use would be on the site. The Zoning and Development Administrator was well within her discretion to designate Use Unit 22, and the Petitioners are well within their rights to rely upon that decision.

The BOA's failure to approve the staff's decisions regarding the granting of the business license and the designation of the Use Unit 22 was not consistent with the facts, therefore failure to uphold staff's decision because of numerous comments not relevant to the actual legitimate business uses of the Petitioner should be remedied.

Further, this appeal is being filed on this 15th day of April well within the ten (10) working days laid out in Unified Development Code 155.02. Therefore, pursuant to section 155.02, the Petitioner appeals to the City Council asking it to uphold the staff's decision in granting the business license and the Use Unit 22 designation.

Sincerely,

Robert K. Rhoads

RKR:mcn

Cc: Kit Williams
Blake Pennington
Jessie Masters
Mayor Rawn
Clients

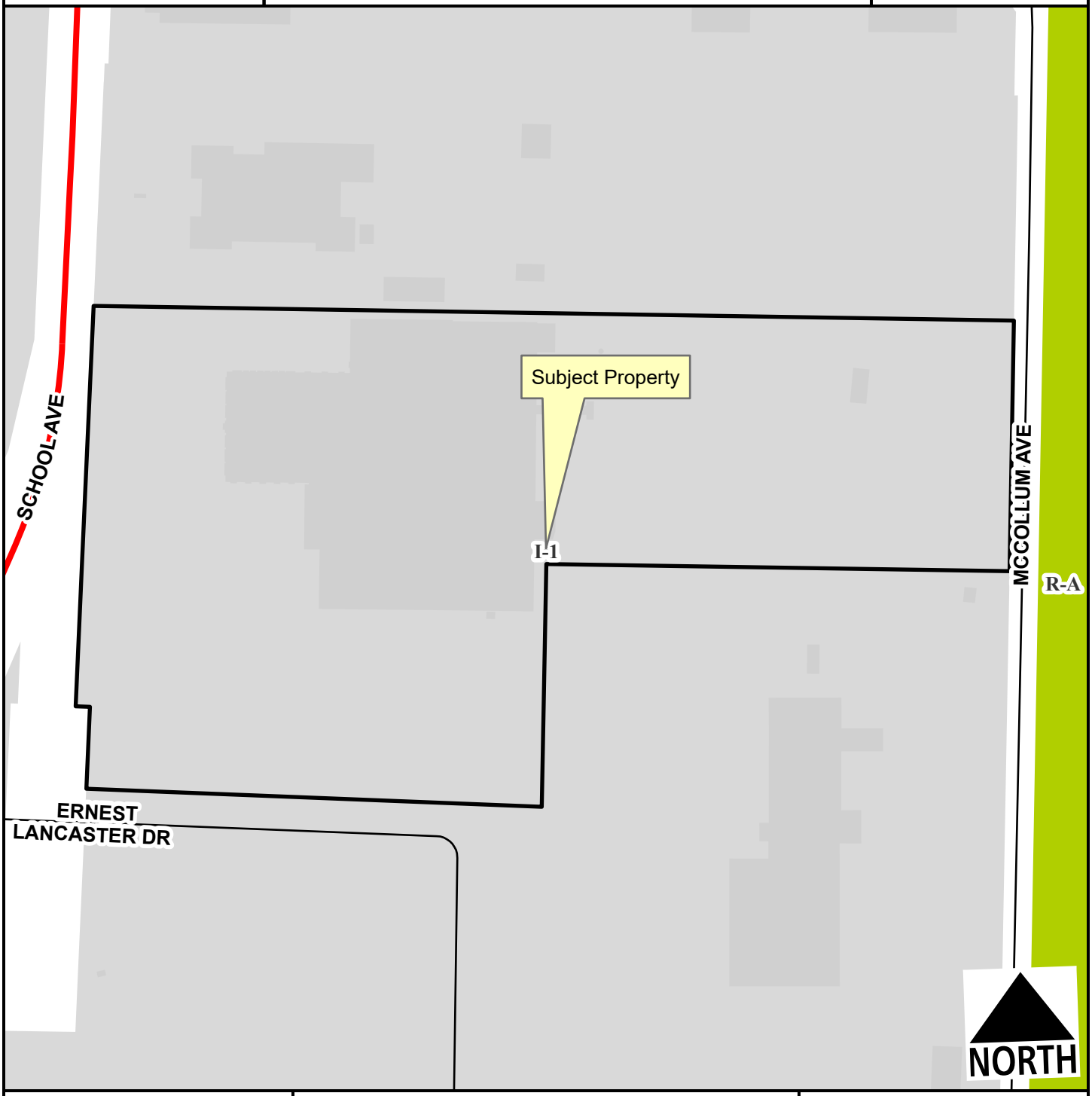
22179086.1:999999.01838

BOA-2026-0002

Close Up View

3660 S. SCHOOL AVE

EXHIBIT A



Regional Link
Unclassified
Residential Link
Planning Area
Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

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**

CC: **Keith Macedo**, Chief of Staff
Jonathan Curth, Development Services Director
Jessie Masters, Planning Director

FROM: **Kit Williams**, City Attorney

DATE: **April 7, 2026**

RE: **City of Fayetteville Preempted from Control and Abatement of Air Pollution and Contamination**

More than twenty years ago, I informed the Mayor and Council that State law preempted cities from governmental regulation of outdoor air pollution which would include cigarette smoking. The City Council was then creating a no smoking ordinance for restaurants and most places of employment. Therefore, the smoking ordinance was limited in part to enclosed areas within these businesses.

A.C.A. § 8-4-306 **Political subdivisions preempted – exception** is still effective and enforceable. It states in part:

"In order to avoid conflicting and overlapping jurisdiction, it is the intention of this chapter to occupy, by preemption, the field of control and abatement of air pollution and contamination and no political subdivision of this state shall enact or enforce laws, ordinances, resolutions, rules, or regulations in this field."

"Air pollution and contamination" are very broadly defined in A.C.A. § 8-4-306 to mean just about everything that could occur in the "outdoor atmosphere." These are the relevant statutory definitions:

"'Air contaminant' means any solid, liquid, gas, or vapor or any combination thereof;

'Air contamination' means the presence in the outdoor atmosphere of one (1) or more air contaminants that contribute to a condition of air pollution;

'Air pollution' means the presence in the outdoor atmosphere of one (1) or more air contaminants in quantities, of characteristics, and of a duration that are materially injurious or can be reasonably expected to become materially injurious to human, plant, or animal life or to property, or that unreasonably interfere with enjoyment of life or use of property throughout the state or throughout the area of the state as shall be affected thereby..."

It is clear that we can smell "odors" because they are a "solid, liquid, gas, or vapor or any combination thereof" that our smell receptors in our noses can detect. Therefore, we are preempted from regulating odors in the "outdoor atmosphere" (meaning not fully contained within an enclosed structure). Instead, the outdoor air pollution may only be regulated by the State, probably through the Arkansas Pollution Control and Ecology Commission.

Use Unit 31, **Facilities Emitting Odors and Facilities Handling Explosives** was drafted by my predecessor in the 1990's in response to Fort Smith's problems with a rendering plant stinking up the city. As a Council Member, I voted for it, but had no knowledge then of the statutory preemption. This provision may have indirectly helped deter rendering plants and other stinky facilities from locating in Fayetteville. However, I am not aware any prior use of Unit 31 by our city to remove or block a business like Swarm Aero from operating in Fayetteville. As I warned the Board of Adjustment last night, the City cannot legally use "odors" to prevent the operation of a legal business in Fayetteville.

OFFICE OF MAYOR
MOLLY RAWN

MEMO

Date: April 16, 2026
To: Members of the City Council; City Attorney Kit Williams
CC**:** Mayor's Direct Reports

Yesterday, Swarm Aero filed a notice of appeal regarding the decision by the Board of Adjustments on April 6th.

In Fayetteville, all businesses must obtain a business license. Once a business applies for a license, our staff conducts a zoning review to ensure the business is operating in the right zone. When Swarm Aero applied for a business license, our professional and competent city staff performed a thorough and careful review just as they do for all businesses opening in the city.

The business license for Swarm Aero was approved fairly and, as stated by the City Attorney, in accordance with the law.

I remain supportive of my staff, as well as staff in the City Attorney's office, for their dedication and adherence to all local and state regulations.

CITY OF FAYETTEVILLE ARKANSAS

BOARD OF ADJUSTMENTS MEMO

TO: Board of Adjustment

FROM: Jessie Masters, Planning Director

MEETING DATE: April 6, 2026 Updated with results

SUBJECT: **BOA-2026-0002: Board of Adjustment (3660 S. SCHOOL AVE/HANNA'S CANDLE COMPANY, 756):** Submitted by JESSE BUCHANAN for property located at 3660 S. SCHOOL AVE. The property is zoned I-1, HEAVY COMMERCIAL AND LIGHT INDUSTRIAL and contains approximately 15.0 acres. The request is an appeal of staff's determination of a proposed use.

RECOMMENDATION:
Staff recommends denial of **BOA-2026-0002,** upholding staff's determination of use classification.

RECOMMENDED MOTION:
*"I move to approve **BOA-2026-0002**."*

BACKGROUND:
The subject property is in south Fayetteville on S. School Avenue, just north of Drake Field, the City of Fayetteville's airport. Containing two parcels with approximately 15.0 acres, the property is zoned I-1, Heavy Commercial and Light Industrial, and is currently developed with a light industrial building that County records indicate was constructed in the mid-1950s. The structure has historically been used for manufacturing purposes, specifically Use Unit 22 per the Unified Development Code, dating back to the operation of an electrical components manufacturer and distribution center (Cooper Power System) which opened in 1954. Following closure in 2016, it appears that Hannah's Candle, a candle manufacturing company applied for but, failing to receive a final Fire Marshal inspection, was never issued a City business license at this location. Another electronic manufacturing company, Keytronics, was issued a business license at that location in 2018. Following the business' relocation to Springdale, the license was officially revoked in 2026. Hannah's Candle Company is still listed as the property owner of record. Surrounding land uses and zoning are depicted in *Table 1.*

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	State of Arkansas (National Guard)	I-1, Heavy Commercial and Light Industrial
South	Undeveloped/Airport	I-1, Heavy Commercial and Light Industrial
East	Rural/Undeveloped/Industrial	R-A, Residential Agricultural; I-1, Heavy Commercial and Light Industrial
West	Industrial	I-1, Heavy Commercial and Light Industrial

DISCUSSION:
Request: In December 2025, a new tenant at the subject property, Swarm Aero, applied for a commercial business license as an "aerospace research and development" organization for drone manufacturing. City planning staff performed a standard zoning compliance check and found the

most appropriate use to apply to the application was for Use Unit 22, Manufacturing. A member of the public with support from a City Councilperson is appealing staff's determination of use, contesting that the applicant's on-site activities will exceed those typically found under that classification, and would be more akin to a facility that handles explosives or creates excessive nuisance affects on the surroundings.

Public Comment: Staff has received public opposition to the issuance of the business license, with comment contesting that the business operations fall under the provided use classification. Written comment received by City staff is attached to this report.

RECOMMENDATION: Staff recommends denial of **BOA-2026-0002**, upholding staff's determination of the use classification.

BOARD OF ADJUSTMENT ACTION:	X **Approved**	**Denied**	**Tabled**
Date: **April 6, 2026**	Staff's determination was overturned.		
Motion: Young			
Second: Ata			
Vote: 3-1-0 (Fox voted no)			

City Plan 2040 Future Land Use Designation: **Industrial**

FINDINGS:
As outlined in 162.02(B), when a use is not specifically classified in the City's use schedule, it is the responsibility of the Zoning and Development Administrator to determine the appropriate designation. Code does not recognize drone manufacturing as an independent use, so staff evaluated the application materials submitted by the business to make a determination.

Business license applications take the form of a multi-step review process. City Planning, the City's Fire Marshal, and, if necessary, the Accounting Division for businesses remitting HMR tax, review business licenses according to relevant codes. For each business license issued by the City, Planning staff perform a zoning check, which relies primarily on the applicant's submitted information and cross-referencing the City's zoning ordinance for guidance on applying an appropriate use. In instances where there may be zoning discrepancies or additional information required, Planning staff will reach out directly to the applicant for clarification, rely on precedent for similar uses, or confer with other planners for institutional knowledge. Further, if a use is not permitted by zoning code, staff may direct an applicant to apply for a conditional use permit, if permissible in a specific zoning district, or recommend that the applicant rezone their property, or seek an alternative location where the use is permitted by-right. Each planner's determination is then reviewed by the Planning Director prior to approval.

In this instance, planners discussed the application internally and came to a consensus that Use Unit 22 is consistent with the application materials that were submitted. Prominently, the applicant noted that there would be no flammable or explosive materials handled, which can lead to a different use unit designation with corresponding zoning implications. Use Unit 22 includes fabricated metal and structural products, like fire control, transportation, machinery, and HVAC

equipment. Accordingly, City staff found Swarm Aero's stated business activities to accurately align with this.

Alternatively, other use units that could have been considered may have been Use Unit 23, Heavy Industrial, or Use Unit was 42, Clean Technologies, which includes research and development, but not manufacturing. Use Unit 42 is also permitted in the I-1 zoning district. Use Unit 23 would require a rezone to I-2, General Industrial, and Use Unit 31 would require both a rezoning and an additional conditional use permit. With the application materials submitted, there was no indication that the business intended to handle explosives, emit noxious odors, or would otherwise qualify the business as a land use other than Use Unit 22 Manufacturing. The Fayetteville Fire Marshal also investigated the property prior to business license issuance and found no evidence to support that the type of work performed on site would require a more intensive use classification.

Prior to this hearing, the applicant provided an additional description of the proposed site activities, and it is attached to this report.

Should the Board choose to grant the applicant's appeal, the business license would likely require revocation if the applicant chose to remain at the location but is were unable to rezone their property or receive a necessary conditional use permit for this stated location. Following this, if the Board finds in favor of the appellants and applies a different use classification, then the applicant may also seek a relocation to a zoning district that allows the use by-right within the City limits.

Should the Board choose to find in favor of staff's determination, the business license will remain active. However, in the future, if the business activities are found to change in a manner that moves them out of zoning compliance, code outlines a specific set of opportunities for revocation under chapter 118.03 – Suspension and Revocation of Business License.

BUDGET/STAFF IMPACT:
None

ATTACHMENTS:

- Unified Development Code
  - 161.30 District I-1, Heavy Commercial And Light Industrial
  - 162: Use Units
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Business License Application
- Swarm Aero Written Documentation
- City Attorney Memo
- Request Letter
- Public Comment Additional added 4/6/2026

161.30 District I-1, Heavy Commercial And Light Industrial

(A) *Purpose.* The Heavy Commercial District is designed primarily to accommodate certain commercial and light industrial uses which are compatible with one another but are inappropriate in other commercial or industrial districts. The Light Industrial District is designed to group together a wide range of industrial uses, which do not produce objectionable environmental influences in their operation and appearance. The regulations of this district are intended to provide a degree of compatibility between uses permitted in this district and those in nearby residential districts.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government Facilities
Unit 6	Agriculture
Unit 13	Eating places
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 21	Warehousing and wholesale
Unit 22	Manufacturing
Unit 25	Offices, studios and related services
Unit 27	Wholesale bulk petroleum storage facilities with underground storage tanks
Unit 42	Clean technologies
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 19	Commercial recreation, small sites
Unit 20	Commercial recreation, large sites
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communications facilities
Unit 38	Mini-storage units
Unit 43	Animal boarding and training

(C) *Density.* None.

(D) *Bulk and Area Regulations.* None.

(E) *Setback Regulations.*

Front, when adjoining A or R districts	50 feet
Front, when adjoining C, 1, or P districts	25 feet
Side, when adjoining A or R districts	50 feet
Side, when adjoining C, 1, or P districts	10 feet
Rear	25 feet

(F) *Height Regulations.* There shall be no maximum height limits in I-1 District, provided, however, that if a building exceeds the height of two (2) stories, the portion of the building that exceeds two (2) stories shall have an additional setback from any boundary line of an adjacent residential district. The amount of additional setback for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

(G) *Building Area.* None.

(Ord. No. 6945, §5(Exh. D), 12-16-25)

CHAPTER 162: USE UNITS

162.01 Establishment/Listing

The various use units referred to in the zoning district provisions are herein listed in numerical order. Within the use units, the permitted uses are ordinarily listed in alphabetical order. In these use units where there is a preliminary descriptive statement (which may mention specific uses) in addition to the detailed list of uses, the detailed list shall govern.

Unit 1	City-wide uses by right
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 6	Agriculture
Unit 7	Animal husbandry
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 11	Manufactured home park
Unit 12a	Limited business
Unit 12b	General business
Unit 13	Eating places
Unit 14	Hotel, motel and amusement facilities
Unit 15	Neighborhood shopping goods
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 20	Commercial recreation, large sites
Unit 21	Warehousing and wholesale
Unit 22	Manufacturing
Unit 23	Heavy industrial
Unit 24	Home occupation
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 27	Wholesale bulk petroleum storage facilities with underground storage tanks
Unit 28	Center for collecting recyclable materials
Unit 29	Dance halls
Unit 30	Extractive uses
Unit 31	Facilities emitting odors & facilities handling explosives
Unit 32	Sexually oriented business
Unit 33	Adult live entertainment club or bar
Unit 34	Liquor stores
Unit 35	Outdoor music establishments
Unit 36	Wireless communications facilities
Unit 37	Manufactured homes
Unit 38	Mini-storage units
Unit 39	Auto salvage and junk yards
Unit 40	Sidewalk Cafes
Unit 41	Accessory dwellings
Unit 42	Clean technologies
Unit 43	Animal boarding and training

Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals
Unit 48	Private dormitories

…

(W) *Unit 22. Manufacturing.*

(1) *Description.* Unit 22 consists of industrial uses which usually generate some adverse environmental effects and for this reason they should be located away from uses which do not produce adverse effects.

(2) *Included Uses.*

Fabricated metal products:	• Cutlery engraving
	• Fire control equipment
	• Guns and related equipment
	• Machinery
	• Tanks
	• Transportation equipment, including body shops
Fabricated structural products:	• Air conditioning and cooling apparatus
	• Fabricated wire products
	• Fire control equipment
	• Hardware products
	• Heating apparatus
	• Metal cans
Miscellaneous manufacturing:	• Athletic goods
	• Amusements
	• Musical instruments
	• Plated ware
	• Silverware
	• Sporting goods
	• Toys
	• Textile products
	• Housing for caretakers

…

(X) *Unit 23. Heavy Industrial.*

(1) *Description.* Unit 23 consists of uses which cause the greatest adverse environmental effects because of odor, noise, unsightliness, air pollution and explosions.

(2) *Included Uses.*

Manufacturing uses:	• Fabricated metal products
	• Primary metal industries
	• Textile mill products
Processing and sales:	• Scrap metal
	• Refuse
Repair service	• Tirecapping
Wrecking and demolition services	
Apparel products:	• Industrial leather belting
Clay products	
Food and allied products	
Furniture and allied products	

Glass products	
Lumber and wood products:	• Millware products
	• Plywood products
	• Prefabricated structural wood
	• Veneer products
	• Wooden container
Paper and allied products:	• Paperboard containers
Petroleum and related industries:	• Coal yard
	• Lubricating oils and greases
Primary metal industry:	• Foundry
Stone products	
Housing for caretakers	

…

(FF) *Unit 31. Facilities Emitting Odors and Facilities Handling Explosives. **

(1) *Description.* Unit 31 consists of facilities which are heavy industrial in nature, but which have the potential to have adverse effects such as odor or the potential for explosions

(2) *Included Uses.*

Manufacturing Uses:	Chemical and allied products	
	Food and kindred products:	• Animal fats and oils rendering
		• Beverages distilling
		• Meat slaughtering and packaging
	Paper and allied products	
	Rubber and plastic products	
Processing and sales:	Explosives	
Wholesale and warehousing:	Livestock stockyards	
	Explosive materials	
Apparel products:	Leather tanning	
Chemical and allied products:	Any process likely to emit odor or have the potential for explosion	
Paper and allied products:	Building paper and board	• Paper
Petroleum and related industries:	Bulk station and terminal	
Rubber and miscellaneous plastic products:	Inner tubes Tires	

…

(QQ) *Unit 42. Clean Technologies.*

(1) *Description.* Unit 42 consists of uses that fabricate or produce goods and services that greatly reduce or eliminate negative environmental impacts, create new technologies or improve the productive and responsible use of natural resources.

Alternative Energy Fabrication and Storage Components:	• Wind
	• Solar

	• Fuel cells
	• Batteries
	• Hybrid systems
Fabrication or Production of Materials:	• Nano Technologies
	• Solar panels
	• Computer components, such as microchips
	• Advanced packaging
Research and Development:	• Monitoring and control systems
	• Energy infrastructure management
	• Energy efficiency management
	• Materials and recycling management
	• Transportation logistics
	• Environmental cleanup and safety
	• Scientific or high tech research laboratories

(Code 1965, App. A., Art. 6 (A), (F); Ord. No. 329, 10-1-85; Ord. No. 3165, 2-4-86; Ord. No. 3341, 3-15-88; Ord. No. 1747, 6-29-70; Code 1991, §§118.01, 160.055; Ord. No. 3546, 4-19-91; Ord. No. 3792, §§2, 3, 5-17-94; Ord. No. 3870, §1 (Ex. A), 2-21-95; Ord. No. 3909, §1, 7-18-95; Ord. No. 3971, §§3, 4, 5-21-96; Ord. No. 4024, §3, 3-18-97; Ord. No. 4034, §§1, 2, 4-15-97; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4376, §5 (Ex. E), §6 (Ex. F), 3-5-02; Ord. No. 4423, §1 (Ex. A), 10-02-02, Ord. No. 4728, 7-19-05; Ord. No. 4913, 8-15-06; Ord. No. 4919, 09-05-06; Ord. No. 4930, 10-03-06; Ord. No. 4946, 11-21-06; Ord. No. 5028, 6-19-07; Ord. No. 5128, 4-15-08; Ord. No. 5203, 12-2-08; Ord. No. 5195, 11-6-08; Ord. No. 5226, 3-3-09; Ord. No. 5238, 5-5-09; Ord. No. 5312, 4-20-10; Ord. No.5312, 4-20-10; Ord. No. 5338, 8-3-10; Ord. No. 5339, 8-3-10; Ord. No. 5352, 9-7-10; Ord. No. 5462, 12-6-11, Ord. No. 5668, 3-18-14; Ord. No. 5735, 1-20-15; Ord. No. 5772, 5-19-15; Ord. No. 5921, §§2, 3, 11-1-16; Ord. No. 5945, §§10—14, 1-17-17; Ord. No. 5990, §1, 8-1-17; Ord. No. 6245, §3, 10-15-19; Ord. No. 6427, §§1(Exh. D), 2, 4-20-21; Ord. No. 6624, §1, 11-1-22; Ord. No. 6678, §2, 9-5-23; Ord. No. 6879, §3, 5-20-25)

Editor's note(s)—Ord. No. 6888, §1, adopted June 17, 2025 determines that Ordinance 6427 (Sunset Clause), Ordinance 6625 (extending Sunset Clause), Ordinance 6710 (extending the Sunset Clause), and Ordinance 6820 (extending the Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 6427 shall automatically sunset, be repealed and become void on November 30, 2025 unless prior to that time and date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section.

162.02 Interpretation

(A) In each use unit division, permitted uses are set forth in the division entitled "Included uses." In the event of a conflict between such divisions and the "description" divisions, the former shall prevail.

(B) In any case where there is a question as to whether or not a particular use is included in a particular use unit, the Zoning and Development Administrator shall decide. A use shall not be interpreted as being in any use unit if it is specifically listed in another unit in this chapter.

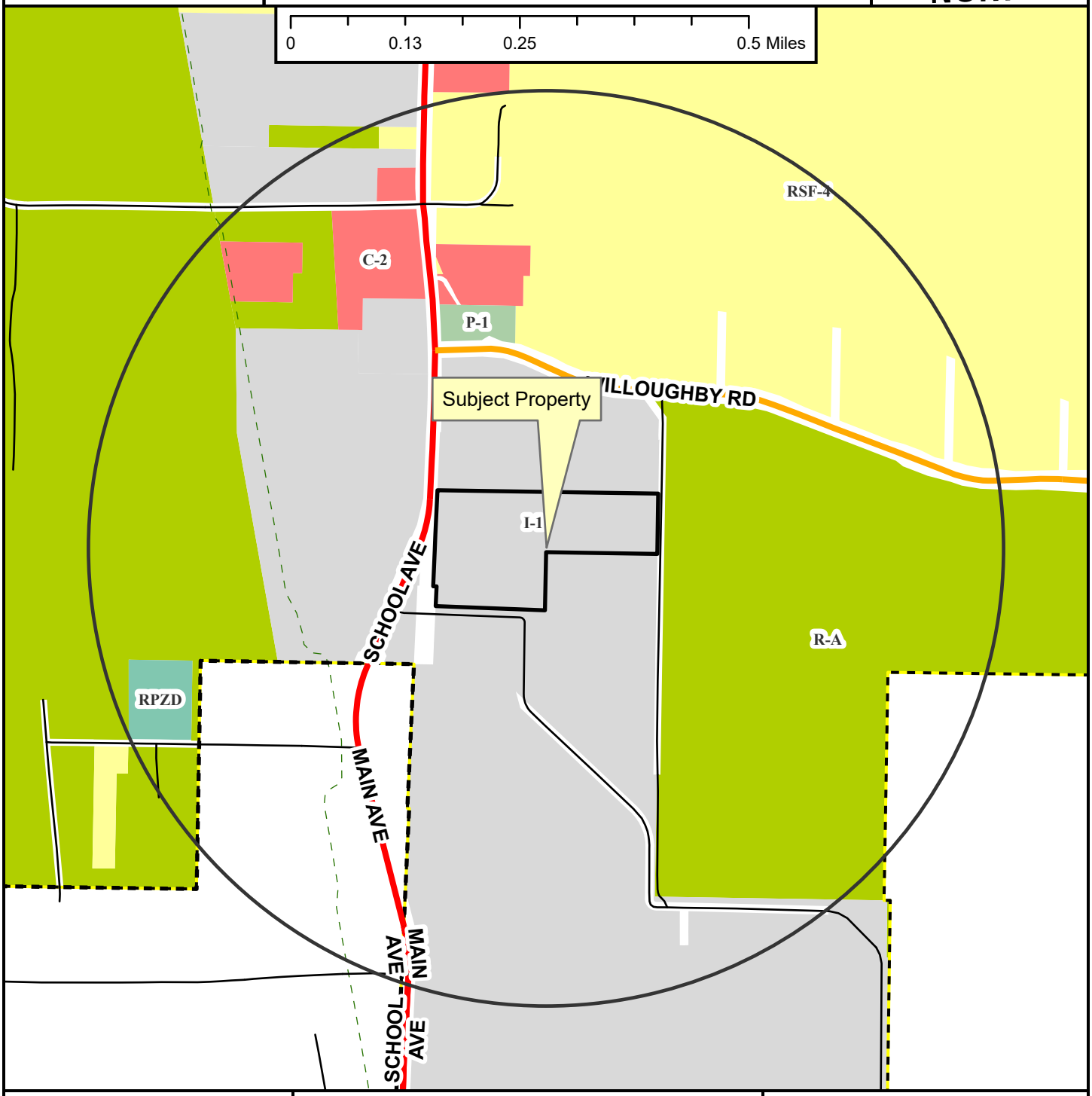
(Code 1965, App. A., Art. 6(B); Ord. No. 1747, 6-29-70; Ord. No. 2181, 1-6-76; Code 1991, §160.056; Ord. No. 4100, §2 (Ex. A), 6-16-98

BOA-2026-0002

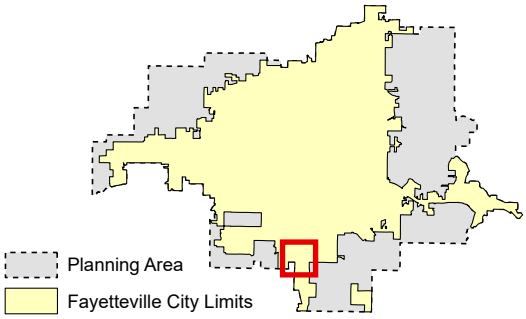
One Mile View

3660 S. SCHOOL AVE

NORTH



Regional Link
Neighborhood Link
Unclassified
Residential Link
Trail (Proposed)
Design Overlay District
Fayetteville City Limits
Planning Area

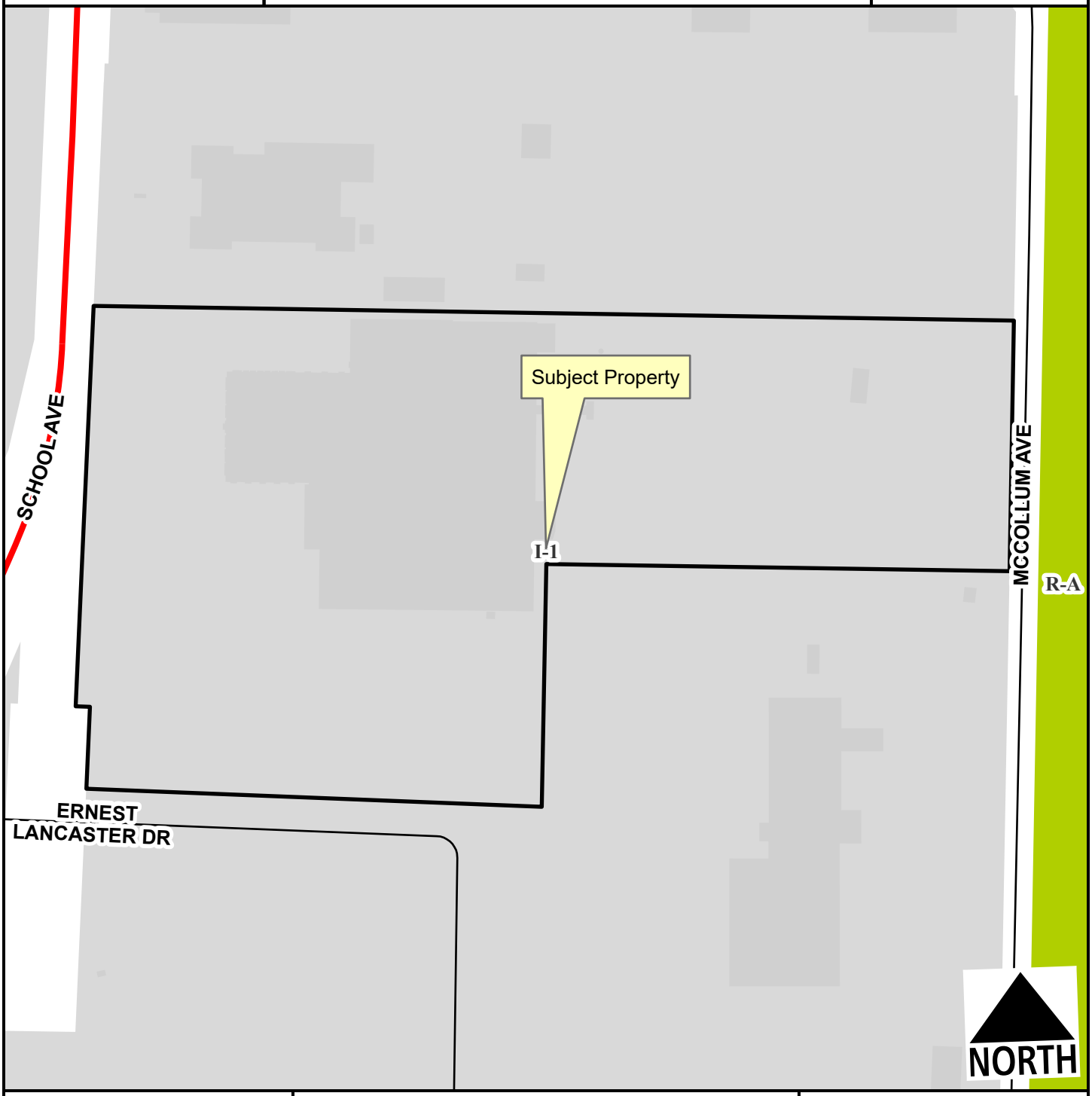


Board of Adjustment
April 6, 2026
Item 3
BOA-2026-0002 (HANNA'S CANDLE COMPANY)

BOA-2026-0002

Close Up View

3660 S. SCHOOL AVE



Regional Link
Unclassified
Residential Link
Planning Area
Fayetteville City Limits

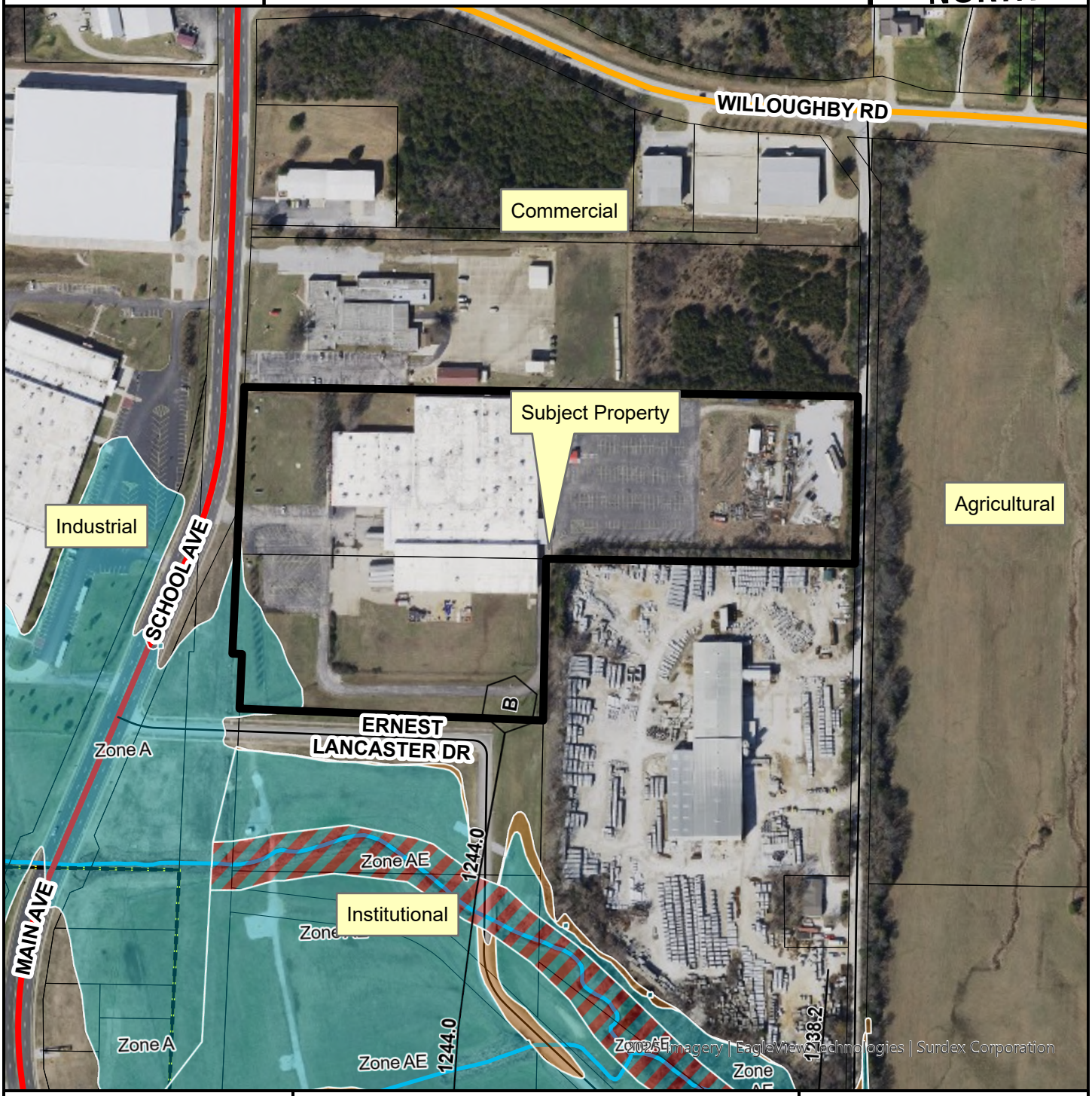
Feet
0 75 150 300 450 600
1:2,400

BOA-2026-0002

Current Land Use

3660 S. SCHOOL AVE

NORTH



- Regional Link
- Neighborhood Link
- Unclassified
- Residential Link
- Planning Area
- Fayetteville City Limits

Feet

0 112.5 225 450 675 900

1:3,600

FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway

Manage Business License Search JM

BLC-1079-2025 • Autonomous Defense Technologies Corp • Swarm Aero (3660 S SCHOOL AVE FAYETTEVILLE, AR 72701)

New Business License

- Summary
- Details
- Location
- Industry Classification
- Additional Info
- Workflow
- Linked Records
- Holds
- Contacts (3)
- Fees (1)
- Bonds
- Activities
- Files (1)
- Print Documents
- Conditions
- Tasks (1)
- Internal Notes (3)
- Inspection Cases
- Communication (1)
- History

SCREENSHOTS FROM BUSINESS LICENSE

BLC-1079-2025 • Autonomous Defense Technologies Corp • Swarm Aero • Issued

License Type	Classification	Industry Classification	Issued By	License Year
Business License Commercial	Manufacturing	3364 - Aerospace Product and Parts Manufacturin	EGSystem Administrator	2025

Application Date	Expiration Date	Invoice Date	Last Renewal Date
12/16/2025	10/31/2026	12/16/2025	

$ 0.00

Pay fees

Recent Activity

Workflow Activity
Action: Issue Business License
Status: Passed
Date: 02/17/2026

Workflow Activity
Action: Set Status Change
Status: Passed
Date: 02/17/2026

Workflow Activity
Action: Planning Supervisor Review
Status: Passed
Date: 02/12/2026

Workflow Activity
Action: Commercial Business License Review
Status: Passed
Date: 02/09/2026

Workflow Activity
Action: Confirm Application Complete
Status: Passed
Date: 12/16/2025

Workflow Activity
Action: Address Verification
Status: Passed

Business Details

Business Name	DBA
Autonomous Defense Technologies Corp	Swarm Aero

Business Type	Status
Corporation	Active

Location	Open Date
Commercial	

Location



TS Solano, Tavi
Autonomous ...
ID-000026651

Applicant

Mobile Phone
(479) 466-1177

Email
becca@swarm.aero

Main Address
3660 S School Ave
Fayetteville, AR
72701

Title

Previous Licenses

Manage Business License Search JM

BLC-1079-2025 • Autonomous Defense Technologies Corp • Swarm Aero (3660 S SCHOOL AVE FAYETTEVILLE, AR 72701)

New Business License

- Summary
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- Bonds
- Activities
- Files (1)
- Print Documents
- Conditions
- Tasks (1)
- Internal Notes (3)
- Inspection Cases
- Communication (1)
- History

License Type * Business License Commercial

District * SouthSide

Application/Renewal Date * 12/16/2025

Classification * Manufacturing

Status * Issued

License Year * 2025

Assigned To Kimberly McGuire

Issued Date 02/17/2026

Issued by * EGSystem Administrator

Expiration Date 10/31/2026

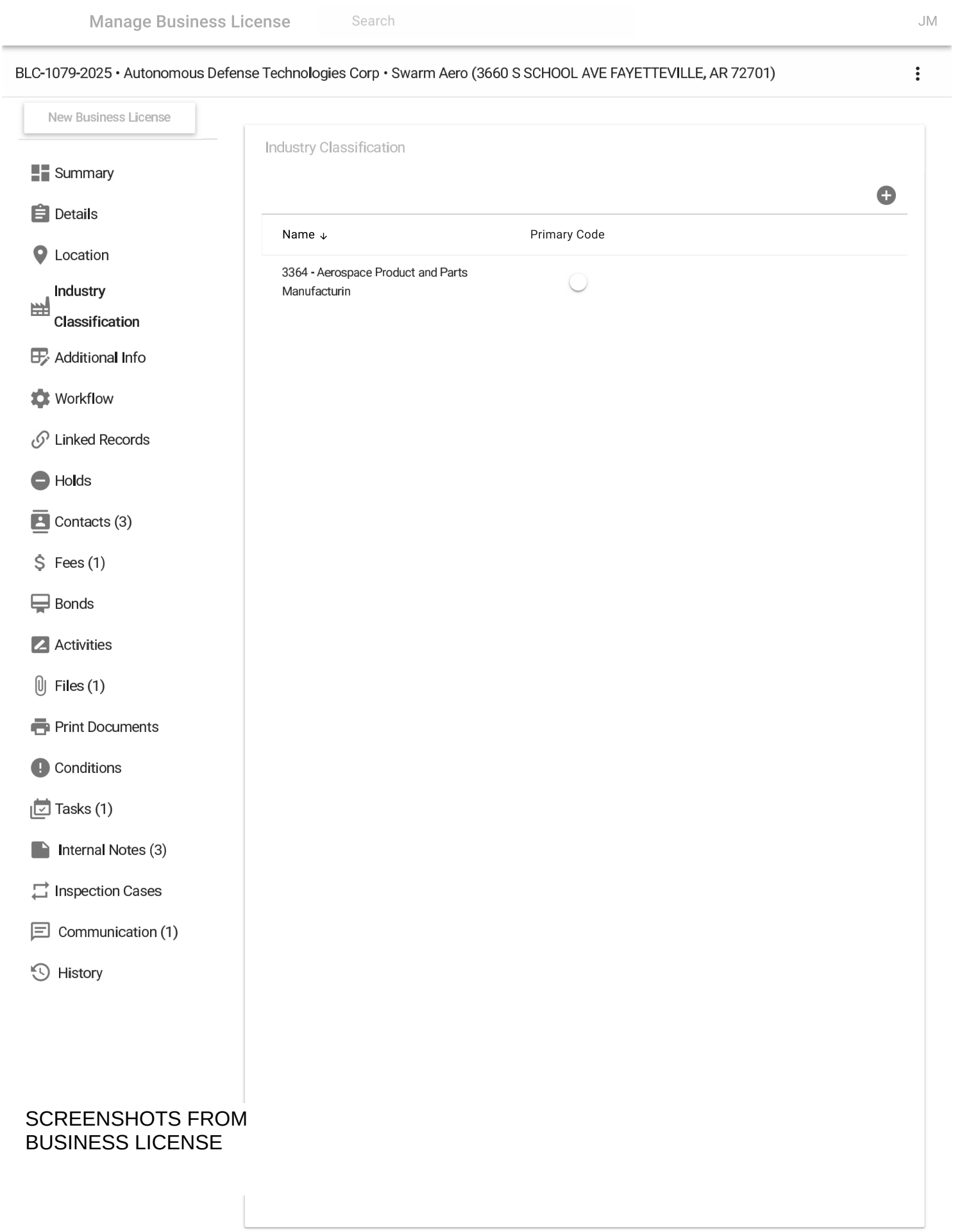
Account

Last Renewal Date

Linked Account Balance $0.00

Description Aerospace research and development

SCREENSHOTS FROM BUSINESS LICENSE



SCREENSHOTS FROM BUSINESS LICENSE

New Business License

- Summary
- Details
- Location
- Industry Classification
- Additional Info
- Workflow
- Linked Records
- Holds
- Contacts (3)
- Fees (1)
- Bonds
- Activities
- Files (1)
- Print Documents
- Conditions
- Tasks (1)
- Internal Notes (3)
- Inspection Cases
- Communication (1)
- History

General Information | Legacy Information

Date Business Opened: 02/08/2022

Full Time Employees: 42

Part Time Employees: 0

HMR: No

If HMR: N/A

Rental Property Business: No

Number of Rental Units:

Sexually Oriented Business: No

If Yes. Please Describe:

New Structure: No

If No, Previous Use:

Structure Vacant: No

If yes, how long:

If an insurance company, does your business pay the premium tax required by A.C.A. Section 26-57-603 - 605?: No

Building Square Footage: 136000

Business Square Footage: 77125

Outdoor Music or Dancing: No

Sprinkler System: Yes

Fire Alarm: Yes

Outdoor Storage or Equipment: Yes

If Yes, please describe: small equipment on south side of building

Flammable or Explosive Materials: No

If Yes, Please Describe:

Owner Designation
- [ ] Minority
- [ ] Veteran
- [ ] Female
- [x] N/A

Description of Business:

Zoning District: I-1 Heavy Commercial & Light Industrial

Use Unit: UU-22 Manufacturing

Change of Ownership: No

Change of Business Location: No

If yes, previous location:

If yes, previous business license number:

Emergency Contact #1 - Name: Tavi Solano

Emergency Contact #1 - Phone Number: 4794661177

Emergency Contact #2 - Name: Spencer Rodriguez

Emergency Contact #2 - Phone Number: 5622213998

Business Website Address: https://www.swarm.aero/

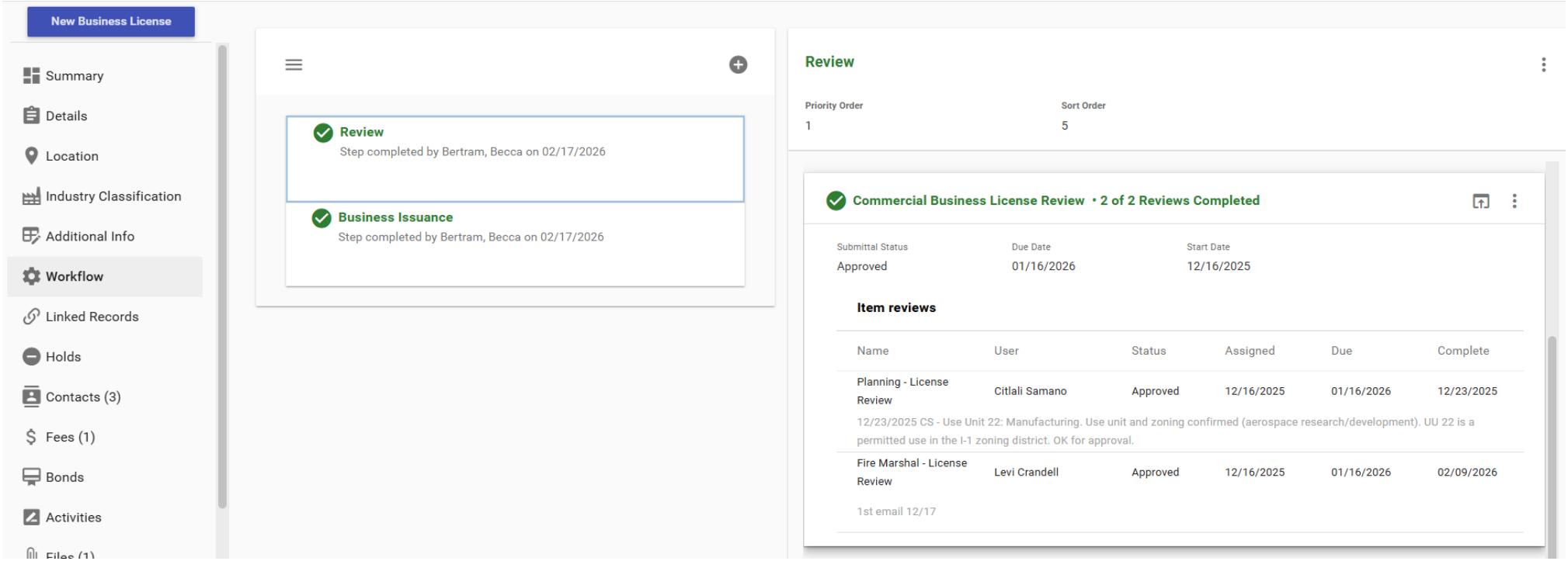
Individual Responsible for Business Operations: Include full name, phone number, and email address for a local individual or individuals responsible for business operations.

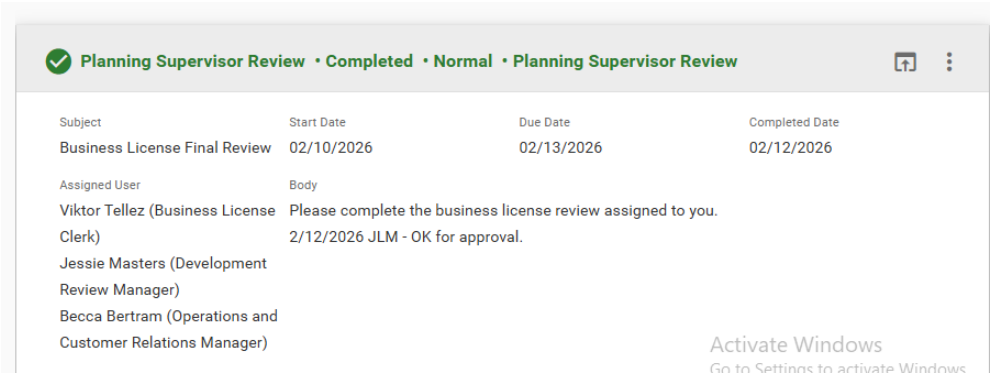
Spencer Rodriguez, 562.221.3998, spencer@swarm.aero OR Tavi Solano, 479.466.1177, becca@swarm.aero

BOA-2026-0002 (HANNA'S CANDLE COMPANY)
Board of Adjustment
April 6, 2026
Item 3

SCREENSHOTS FROM BUSINESS LICENSE

BLC-1079-2025 • Autonomous Defense Technologies Corp • Swarm Aero (3660 S SCHOOL AVE FAYETTEVILLE, AR 72701)

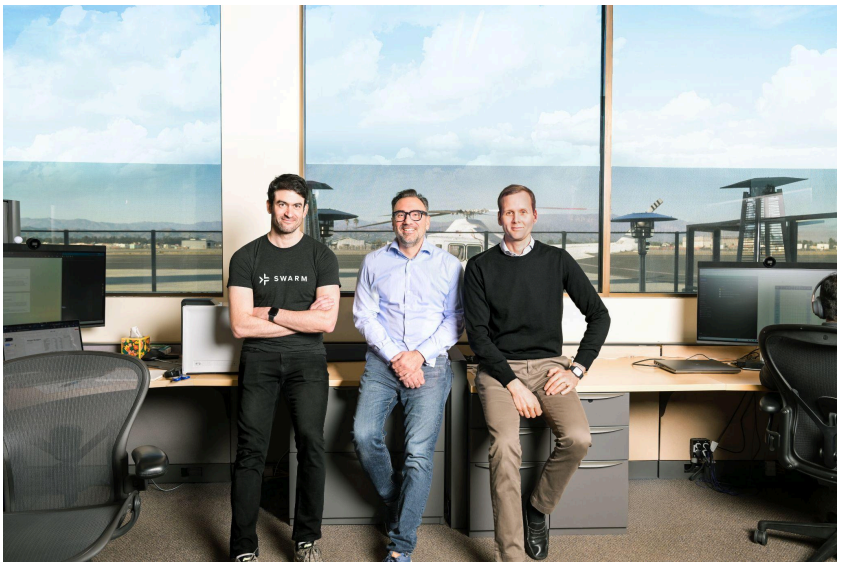




SCREENSHOTS FROM BUSINESS LICENSE

SWARM AERO

Who Are We?



Swarm Aero is an American aerospace manufacturer founded in 2022 and headquartered in Oxnard, California.

We design and manufacture large uncrewed aircraft as well as the software that enables these - and other - vehicles to be operated more efficiently.

Founders:
Danny Goodman
Peter Kalogiannis
Oliver Palmer

Why Arkansas?



- We evaluated more than 20 states before choosing Arkansas and settling in Fayetteville. Each day we're reminded we made the right call.
- From our university partners to our neighbors at Drake Field to the civic leaders who joined us for our ribbon cutting — we are proud of the relationships we are building here.
- We are not just operating here. We are investing here, hiring here, and building something we believe this community will be proud of for a long time.
- We are actively hiring across the organization and intend to double our aircraft team in 2026.

What Are Our Fayetteville Facilities To Be Used For?

- Our operations at 3660 S. School are for aircraft manufacturing only: composite fabrication, airframe assembly, and engineering research and development.
- Our aircraft - like any aircraft - are built to carry payloads of a variety of types. We do not manufacture or decide on those payloads.
- There are no explosive materials, no ordnance, and no hazardous chemical emissions associated with our work.
- This kind of aircraft manufacturing happens in many facilities across the country, with no odors emitted

When Will We Take Flight?

- We celebrated our ribbon cutting in February 2026 and are working towards having our first flight in the next two years (so by mid-2028) at our development facilities elsewhere
- The only flights that will take place from Fayetteville will be one-way delivery operations where the aircraft takes off from Drake Field, but lands elsewhere at the customer's site. These flights are years away. No test flights will take place in Fayetteville.

For Complete Clarification:

- No weapons manufacturing or testing
- No explosives present
- Not a data center
- A pilot manufacturing facility at which initial flight testing isn't slated to start til mid-2028

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: **Board of Adjustment**

CC: **Jessie Masters**, Planning Director

FROM: **Blake Pennington**, Senior Assistant City Attorney

DATE: **April 2, 2026**

RE: **Appeal of Staff Zoning Determination**

Most of the items heard by the Board of Adjustment are requests for variances from zoning regulations. However, § 155.06(B)(1) of the Unified Development Code provides as follows:

> (B) Appeals to the Board of Adjustment. The following interpretations and decisions may be appealed by an owner of record of the property in question or a council member on behalf of a resident of the city to the Board of Adjustment:
>
> > (1) Zoning and Development Administrator. An interpretation or decision regarding zoning matters.

§ 162.02 - **Interpretation** of the UDC provides in subsection (B):

> "In any case where there is a question as to whether or not a particular use is included in a particular use unit, the Zoning and Development Administrator shall decide. A use shall not be interpreted as being in any use unit if it is specifically listed in another unit in this chapter."

Because the UDC cannot possibly list the entire universe of uses, the Zoning and Development Administrator must occasionally interpret how an unlisted use should be classified. In this case, Autonomous Defense Technologies Corp. d/b/a Swarm Aero submitted a business license application describing its proposed activities on its property as "aerospace research and development." Under industry classification, the application shows a North American Industry Classification System (NAICS) Code 3364, which is for "Aerospace Product and Parts

Manufacturing." The only question you are considering, therefore, is whether the Zoning and Development Administrator properly classified "aerospace research and development" or "Aerospace Product and Parts Manufacturing" under Use Unit 22, Manufacturing. The description of this use unit in Section 162.01(W) of the Unified Development Code is:

> (W) Unit 22. Manufacturing.
>
> > (1) Description. Unit 22 consists of industrial uses which usually generate some adverse environmental effects and for this reason they should be located away from uses which do not produce adverse effects.

Another potential use unit this type of activity could be classified under is Unit 42, Clean Technologies, which is also allowed by right in zoning district I-1, Heavy Commercial and Light Industrial. Unit 42 is described in Section 162.02(QQ): "Unit 42 consists of uses that fabricate or produce goods and services that greatly reduce or eliminate negative environmental impacts, create new technologies or improve the productive and responsible use of natural resources."

The only industrial or manufacturing type use units more intense than Unit 22 are Unit 23, Heavy Industrial and Unit 31, Facilities Emitting Odors and Facilities Handling Explosives. Unit 23 is not allowed in I-1 zoning but is allowed by right in I-2, General Industrial. Unit 31 is not allowed by right in any zoning district but is a conditional use in I-2, General Industrial. However, when asked if there would be "flammable or explosive materials" the applicant stated there would not and also received approval from the Fayetteville Fire Department.

The regulations for Use Units 22, 23, 31, and 42 are attached for your reference. As I mentioned above, the list of uses within each use unit is not exclusive but these are provided so you can compare the types of activities that fall under each use unit to help you determine if Unit 22 was an improper classification.

Conclusion

The Board of Adjustment's only duty is to determine whether the interpretation or decision by Jessie Masters should be overturned. Her interpretation/decision was that "aerospace research and development" is properly classified under Use Unit 22. A majority vote by the Board of Adjustment is necessary to overturn that decision.

162.01 Establishment/Listing

(W) *Unit 22. Manufacturing.*

(1) *Description.* Unit 22 consists of industrial uses which usually generate some adverse environmental effects and for this reason they should be located away from uses which do not produce adverse effects.

(2) *Included Uses.*

Fabricated metal products:	• Cutlery engraving
	• Fire control equipment
	• Guns and related equipment
	• Machinery
	• Tanks
	• Transportation equipment, including body shops
Fabricated structural products:	• Air conditioning and cooling apparatus
	• Fabricated wire products
	• Fire control equipment
	• Hardware products
	• Heating apparatus
	• Metal cans
Miscellaneous manufacturing:	• Athletic goods
	• Amusements
	• Musical instruments
	• Plated ware
	• Silverware
	• Sporting goods
	• Toys
	• Textile products
	• Housing for caretakers

(X) *Unit 23. Heavy Industrial.*

(1) *Description.* Unit 23 consists of uses which cause the greatest adverse environmental effects because of odor, noise, unsightliness, air pollution and explosions.

(2) *Included Uses.*

Manufacturing uses:	• Fabricated metal products
	• Primary metal industries
	• Textile mill products
Processing and sales:	• Scrap metal
	• Refuse
Repair service	• Tirecapping
Wrecking and demolition services	
Apparel products:	• Industrial leather belting
Clay products	
Food and allied products	
Furniture and allied products	
Glass products	
Lumber and wood products:	• Millware products
	• Plywood products
	• Prefabricated structural wood
	• Veneer products
	• Wooden container
Paper and allied products:	• Paperboard containers
Petroleum and related industries:	• Coal yard
	• Lubricating oils and greases
Primary metal industry:	• Foundry
Stone products	
Housing for caretakers	

(FF) *Unit 31. Facilities Emitting Odors and Facilities Handling Explosives.* *

(1) *Description.* Unit 31 consists of facilities which are heavy industrial in nature, but which have the potential to have adverse effects such as odor or the potential for explosions

(2) *Included Uses.*

Manufacturing Uses:	Chemical and allied products	
	Food and kindred products:	• Animal fats and oils rendering
		• Beverages distilling
		• Meat slaughtering and packaging
	Paper and allied products	
	Rubber and plastic products	
Processing and sales:	Explosives	
Wholesale and warehousing:	Livestock stockyards	
	Explosive materials	
Apparel products:	Leather tanning	
Chemical and allied products:	Any process likely to emit odor or have the potential for explosion	
Paper and allied products:	Building paper and board	• Paper
Petroleum and related industries:	Bulk station and terminal	
Rubber and miscellaneous plastic products:	Inner tubes Tires	

(QQ) *Unit 42. Clean Technologies.*

(1) *Description.* Unit 42 consists of uses that fabricate or produce goods and services that greatly reduce or eliminate negative environmental impacts, create new technologies or improve the productive and responsible use of natural resources.

Alternative Energy Fabrication and Storage Components:	• Wind
	• Solar
	• Fuel cells
	• Batteries
	• Hybrid systems
Fabrication or Production of Materials:	• Nano Technologies
	• Solar panels
	• Computer components, such as microchips
	• Advanced packaging
Research and Development:	• Monitoring and control systems
	• Energy infrastructure management
	• Energy efficiency management
	• Materials and recycling management
	• Transportation logistics
	• Environmental cleanup and safety
	• Scientific or high tech research laboratories

DEPARTMENTAL CORRESPONDENCE

OFFICE OF THE
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Kit Williams
City Attorney

Blake Pennington
Senior Assistant City Attorney

Hannah Hungate
Assistant City Attorney

Stacy Barnes
Paralegal

TO: **Sarah Moore,** Council Member

CC: **Keith Macedo**, Chief of Staff
Jonathan Curth, Development Services Director
Jessie Masters, Planning Director
Blake Pennington, Senior Assistant City Attorney

FROM: **Kit Williams**, City Attorney

DATE: **February 20, 2026**

RE: **Swarm Aero, Zoning Interpretation Issue**

Thank you for your question about how to review a decision by City Staff regarding a zoning issue. As you probably know, the Zoning and Development Administrator (formerly known as the City Planner and currently as Planning Director) was empowered by the Fayetteville City Council to interpret and administer the *Unified Development Code* sections involving zoning. Therefore, the decision that the manufacturer Swarm Aero would be authorized to do business in I-1, Heavy Commercial and Light Industrial was properly made by the authorized City Staff.

However, even though the correct staff member made this decision, you may appeal such decision pursuant to § 155.06 **Appeals from Staff Interpretations and Actions** (B) *Appeals to the Board of Adjustment.* "The following interpretations and decisions may be appealed by an owner of record of the property in question or a council member on behalf of a resident of the city to the Board of Adjustment."

Also attached is § 155.02 **Form/Time/Place** "For appeals to the City Council, Planning Commission, Board of Adjustment or Construction Board of Adjustments and Appeals, the following requirements must be met:

(A) *Form.* All appeals must be submitted in writing (which may include by email) and which should reference the applicable UDC sections and set forth the reasons the applicant contends the decision was in error and how the applicant is adversely impacted."

The section goes on to state that "Appeals shall be submitted within ten (10) working days from the date of the final action taken." § 155.02 (B) *Time.* Weekends and holidays are not counted for this ten-day appeal period.

An appeal to the "Board of Adjustment shall be filed with the Zoning and Development Administrator." § 155.02 (C)(2).

If you have further questions, please let me know.

155.06 Appeals From Staff Interpretations And Actions

(A) *Appeals to City Council.*

(1) The City Engineer's decision to issue a violation notice or stop work order may be appealed to the City Council by an owner of record of the property in question or a council member on behalf of a resident of the city.

(2) The Zoning and Development Administrator's decision to deny a vacation of any public easement (whether constructed or not) or portion thereof may be appealed by the owner of record of the property.

(3) *Stormwater Management Utility Fee Decision.* If an appealing property owner or customer disagrees with the City Engineer's decision regarding their appeal concerning the application, assessment, legality, or constitutionality of the stormwater management utility fee to their property, that property owner or customer may appeal the City Engineer's decision to the City Council.

(B) *Appeals to the Board of Adjustment.* The following interpretations and decisions may be appealed by an owner of record of the property in question or a council member on behalf of a resident of the city to the Board of Adjustment:

(1) *Zoning and Development Administrator.* An interpretation or decision regarding zoning matters.

(2) *Building Safety Officer—Airport Zone.* Any person aggrieved, or any taxpayer affected by any decision of the Building Safety Officer, made in the administration of Airport Zone, Chapter 165.

(C) *Appeals to the Planning Commission.*

(1) *Zoning and Development Administrator's Required Dedications and Improvements.*

(a) An owner or developer who is aggrieved by the requirements of the Unified Development Code for land, right-of-way or easement dedications, construction of on-site or off-site improvements, or payments in lieu of any dedication or improvement, which are in excess of the "rough proportionality" of the impact of the development upon the city's infrastructure or services may appeal such requirement to the Planning Commission as a part of the submission of the preliminary plat, large scale development, subdivision, building permit, lot split, grading permit, floodplain development permit, or otherwise within ten (10) days of notification of such development requirements. The appeal must be presented to the Planning Division in writing and state the grounds, or reasons for the appeal.

(b) The Planning Commission shall determine after public hearing whether the required dedications, improvements, and fees meet the "rough proportionality" of the impact of the development on city infrastructure and services. If the requirements are in excess of the "rough proportionality," the Planning Commission is empowered to modify or reduce such requirements to achieve "rough proportionality."

(c) Any potential reduction of impact fees must be approved by the City Council.

(2) *Administrative Approvals and Interpretations by Zoning and Development Administrator.*

(a) A resident of the city or an owner/developer who is aggrieved by a decision of the Zoning and Development Administrator regarding development matters that are approved administratively pursuant to §166.02(C), §172.05 or otherwise may appeal the final development approval decision affected by this matter to the Planning Commission. The appeal shall be submitted in writing to the Planning Division within ten (10) working days of the final decision. The Planning Commission may consider the following factors and issues:

CHAPTER 155: APPEALS

155.01 Circuit Court

Unless internally appealed as set forth otherwise below, all appeals from final actions taken by the City Council, Planning Commission, Board of Adjustment, Construction Board of Adjustment and Appeals, and the Zoning and Development Administrator shall be taken to the Circuit Court of Washington County.

(Code 1965, App. A., Art. 9(6); Ord. No. 1747, 6-29-70; Ord. No. 2323, 4-5-77; Ord. No. 2538, 7-3-79; Code 1991, §160.175; Ord. No. 3925, §7, 10-3-95; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4652, 12-07-04); Ord. No. 6867, §1, 5-6-25)

155.02 Form/Time/Place

For appeals to the City Council, Planning Commission, Board of Adjustment or Construction Board of Adjustments and Appeals, the following requirements must be met:

(A) *Form.* All appeals must be submitted in writing (which may include by email) and which should reference the applicable UDC sections and set forth the reasons the applicant contends the decision was in error and how the applicant is adversely impacted.

(B) *Time.*

(1) *Appeals.* Appeals shall be submitted within ten (10) working days from the date of the final action taken.

(2) *Hearings.* The entity hearing the appeal shall fix a reasonable time for hearing an appeal.

(C) *Place.* Appeals shall be filed with the following:

(1) *City Clerk.* Appeals made to the City Council shall be filed with the City Clerk.

(2) *Zoning and Development Administrator.* Appeals made to the Planning Commission or Board of Adjustment shall be filed with the Zoning and Development Administrator.

(3) *Building Safety Division Director.* Appeals made to the Construction Board of Adjustment and Appeals shall be filed with the Building Safety Division Director.

(Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4652, 12-07-04; Ord. No. 6773, §§ 1, 2, 7-16-24; Ord. No. 6867, §2, 5-6-25)

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: **D'Andre Jones**, Council Member
Bob Stafford, Council Member

CC: **Jonathan Curth**, Development Services Director

FROM: **Kit Williams**, City Attorney

DATE: **March 19, 2026**

RE: **Email from Cory Gargas, Ph.D.**

Thanks for your request that I explain the issuance and revocation procedures for the City to issue a City Business License. Development Services issues business licenses pursuant to § 118.02 **Entry Upon Business Registry and Issuance of Business License of the *Fayetteville Code***.

"(D) *Issuance of Business License.*

(1) The Director of Development Services or designee shall promptly issue a business license to any applicable business or entity which properly completes the Application For Business Registry and License, pays the proper fee, and is not ineligible for a business license because of prior suspension or revocation of the license, lack of a required state or city permit, or violation of state law or city ordinance."

Despite Mr. Gargas' objections to the issuance of a business license to "Swarm Aero," I see nothing in his complaint that would legally allow Development Services to fail to "promptly issue a business license" to Swarm Aero.

Any business license can be suspended or revoked based upon the grounds for such action spelled out in § 118.03 **Suspension and Revocation of Business License**.

"(A) *Grounds That Could Support Suspension or Revocation of Business License.*

(1) Valid complaints that the business license holder is operating the business in a dangerously unsanitary or unhealthy manner, or in such manner as to unreasonably and adversely affect the peace, health or safety of neighbors or other Fayetteville citizens.

(2) The determination that the premises are a fire hazard or otherwise unsafe for occupancy because of violations of building, property maintenance or fire codes.

(3) The business is delinquent in submitting Hotel, Motel and Restaurant or city alcohol tax forms or in payment of the city's Hotel, Motel and Restaurant taxes or any other city or state taxes or required fees.

(4) The business is being operated in violation of any federal or state law or city ordinance or has had a necessary state or city license suspended or revoked.

(5) The business license was procured through fraud or misrepresentation."

More than mere allegations or speculations would be necessary to suspend or revoke a business license. Concrete examples of unreasonable and adverse effects upon the peace, health or safety of neighbors or citizens would be required. A general dislike of the manufactured product of a business for political reasons would be insufficient to justify revocation of business license in my opinion. However, the Development Services Director would have to make this decision. Any such decision could be appealed by the business license holder to the Chief of Staff for a Due Process Hearing.

As long as a business is legally established and operating legally without creating actual damage or real danger to our citizens, the City of Fayetteville cannot deny the business the right to operate in Fayetteville. If citizens oppose what the business manufacturer makes or what services it offers, they can peacefully demonstrate on public property to show their opposition.

(18) Short-term rentals must comply with the Unified Development Code including the regulations contained in §163.18 and §164.26 and must successfully obtain a business license prior to operation.

(Ord. No. 5347, 9-7-10; Ord. No. 6427, §§1(Exh. A), 2, 4-20-21; Ord. No. 6505, §1(Exh. A), 11-16-21; Ord. No. 6521, §§1, 2, 1-18-22; Ord. No. 6537, §1(Exh. A), 2-15-22; Ord. No. 6630, §1(Exh. A), 12-20-22; Ord. No. 6672, §1, 7-6-23; Ord. No. 6821, §1, 12-4-24)

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.

118.02 Entry Upon Business Registry And Issuance Of Business License

(A) *Annual Application Required.* Every applicable business or other entity identified in §118.01 shall annually complete the Application For Business Registry And License (substantially as shown on Exhibit A and which can be administratively amended by the Mayor) and pay the appropriate fee as required by this chapter.

(B) *Time For Application Submittal.* Applications and annual renewals for existing business license holders shall be completed between September 1 and October 31 each year. Business licenses shall be issued for a fiscal year of November 1 to October 31. New businesses, businesses locating to Fayetteville or entities to which these provisions become applicable in the future shall register and obtain their business license within two (2) months of their move into Fayetteville or commencement of activities.

(C) *Fees.* Fees shall be imposed, as set forth below, to cover a portion of the cost of expenses incurred in connection with the processing of applications.

Fee Description	*New*	*Renewal*
Home Based Business	$26.00	$10.00
Non-Home Based Business	$67.00	$10.00
Short-Term Rental	$88.00	$35.00
Renewal Late Fee	$50.00	

(D) *Issuance of Business License.*

(1) The Director of Development Services or designee shall promptly issue a business license to any applicable business or entity which properly completes the Application For Business Registry and License, pays the proper fee, and is not ineligible for a business license because of prior suspension or revocation of the license, lack of a required state or city permit, or violation of state law or city ordinance.

(2) The registration and business license is not transferable nor assignable. Upon the sale, merger or transfer of business ownership, the new owner must register and apply for a new business license within thirty (30) days of the date of transfer or reopening of the business.

(3) If the Director of Development Services initially refuses to issue a business license, the applicant shall be entitled to a due process hearing before the Chief of Staff concerning the grounds for refusal to issue the license. An applicant can appeal the Chief of Staff's decision to the City Council in the same manner prescribed for an appeal of the Chief of Staff's decision to suspend or revoke a business license.

(E) *Display of Business License.* Every business and other entity receiving a business license shall prominently display the business license near any other licenses required for the business and issued by a government entity. The business license shall be displayed where customers or visitors entering the establishment will be able to view the business license.

(Ord. No. 5347, 9-7-10; Ord. No. 6630, §2, 12-20-22; Ord. No. 6845, §3, 2-18-25)

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.

118.03 Suspension And Revocation Of Business License

(A) *Grounds That Could Support Suspension or Revocation of Business License.*

(1) Valid complaints that the business license holder is operating the business in a dangerously unsanitary or unhealthy manner, or in such manner as to unreasonable and adversely affect the peace, health or safety of neighbors or other Fayetteville citizens.

(2) The determination that the premises are a fire hazard or otherwise unsafe for occupancy because of violations of building, property maintenance or fire codes.

(3) The business is delinquent in submitting Hotel, Motel and Restaurant or city alcohol tax forms or in payment of the city's Hotel, Motel and Restaurant taxes or any other city or state taxes or required fees.

(4) The business is being operated in violation of any federal or state law or city ordinance or has had a necessary state or city license suspended or revoked.

(5) The business license was procured through fraud or misrepresentation.

(B) *Notice.* If the Director of Development Services has reason to believe that grounds exist that could justify the suspension or revocation of a business license, the director shall mail a letter to the business mailing address shown on the application by first class mail notifying the business owner of the possible grounds to suspend or revoke the license and setting a due process hearing in not less than five (5) nor more than ten (10) business days. The director shall also telephone the business owner using the business phone number provided on the application (as well as the emergency phone number if the owner cannot be reached on the business phone number) and provide the same information as is within the letter.

Board of Adjustment
April 6, 2026
Item 3
BOA-2026-0002 (HANNA'S CANDLE COMPANY)

APPLICANT REQUEST LETTER

Masters, Jessica

From: Jesse Buchanan <jbuchanancc@gmail.com>
Sent: Friday, February 20, 2026 4:27 PM
To: Masters, Jessica
Cc: Moore, Sarah
Subject: Swarm AERO Appeal

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,

I am following up from our call earlier and submitting my request in writing. I would like to request an appeal to the Board of Adjustments regarding Swarm AERO's authorization to do business in I1 - Heavy Commercial and Light Industrial. According to § 155.06 **Appeals from Staff Interpretations and Actions** (B) *Appeals to the Board of Adjustment,* these decisions can be appealed by a council member on behalf of a resident of the city. I have CC'ed council member Moore, of Ward 2, so she may do so on my behalf. Please let me know if there is anything else needed from me. Thank you!

-Jesse Buchanan

Masters, Jessica

APPLICANT REQUEST LETTER

From: Pennington, Blake
Sent: Wednesday, March 25, 2026 9:51 AM
To: Masters, Jessica
Subject: FW: I1 questions of objectionable environmental influences

Jessie, here is the first email we received from Sarah. Kit's memo went out the next day.

Blake E. Pennington
Senior Assistant City Attorney
City of Fayetteville, Arkansas
bpennington@fayetteville-ar.gov
Direct: (479) 575-8312

From: Moore, Sarah <sarah.moore@fayetteville-ar.gov>
Sent: Thursday, February 19, 2026 4:44 PM
To: Williams, Kit <kwilliams@fayetteville-ar.gov>; Pennington, Blake <bpennington@fayetteville-ar.gov>
Subject: I1 questions of objectionable environmental influences

Kit and Blake

Good Afternoon.

This passage is in the I1 stating industrial uses that do not produce "objectionable environmental influences". The business, Swarm Aero, that was allowed to be licensed in the city as use unit 22 mfg at 3660 S School has a high likelihood to do this. I am wondering what avenues are available if you think this was allowed to be a by use right given it may be counter to this passage within the UDC for this type of business. Are there re review mechanisms for this license? Are there ways to look further at the business make up for compatibility to what is listed as the type of uses in I1?

I don't think this business is light industrial with the descriptions that I am reading further in the UDC as well for types of business listed.

161.30 - District I-1, Heavy Commercial And Light Industrial

(A)

Purpose. The Heavy Commercial District is designed primarily to accommodate certain commercial and light industrial uses which are compatible with one another but are inappropriate in other commercial or industrial districts. The Light Industrial District is designed to group together a wide range of industrial uses, which do not produce objectionable environmental influences in their operation and appearance. The regulations of this district are intended to provide a degree of compatibility between uses permitted in this district and those in nearby residential districts.

Sarah Moore
Fayetteville City Council, Ward 2
sarah.moore@fayetteville-ar.gov
479.263.6629

Report a concern with SeeClickFix:
https://www.fayetteville-ar.gov/4233/Report-a-Concern-with-SeeClickFix
Speak up on City projects:
https://speakup.fayetteville-ar.gov/
Voice your feedback to the entire Council and Mayor by emailing:
agendaitemcomment@fayetteville-ar.gov

From: Jay Gray <jwgray1000@gmail.com>
Sent: Thursday, April 2, 2026 8:12 AM
To: Caroline Fox <CarolineF@dcius.pro>
Subject: Zoning Concerns

Dear Board of Adjustments -

I am writing in opposition to the administrative decision that Swarm Aero received a zoning classification of "light industrial" for the property at 3660 S. School Ave at the April 6, 2026 meeting, for the following reasons.

1. The administrative zoning process was manipulated, by imposing secrecy on City employees that represent the citizens, with NDAs. This violates Arkansas policy of freedom of information and open meetings. The administrative process was fatally flawed and therefore should be referred to City Council for a full public review.

2. Swarm Aero “use” is not “light industrial.” The Uniform Development Code Chapter 162 defines “light industrial” to include activities like engraving cutlery or making toys or “amusements.” Autonomous weaponized drones do not fit this definition, and should not be allowed to proceed.

3. This project should not have been waved through as if it were a like-for-like substitution for the prior electronic-component assembler, which was a better fit with light industrial zoning.

I respectfully ask the Board to find that:

1. The Swarm Aero facility was wrongly classified as “light industrial”; and

2. The change-of-use analysis should have been, but apparently was not, done; and

3. The administrative approval of the Swarm Aero facility was procedurally defective because it was wrongly kept secret, and, for that reason, this matter should be referred to City Council for full public review as a properly noticed agenda item, not mere re-approval by staff; and

4. Certify this matter to the City Attorney for a formal opinion, placed on the public record, to justify the use of NDAs apparently to circumvent Arkansas policy of freedom of information and public meetings.

Thank you for your time.

Sincerely,

Jay W. Gray

272 S. Napier Ave

Fayetteville, Arkansas 72701

4/2/2026

From: Ginny Masullo <masullo.ginny1@gmail.com>
Sent: Thursday, April 2, 2026 12:04 PM
To: peternormanboa@gmail.com; samcasualmail@gmail.com; Caroline Fox <CarolineF@dcius.pro>; erin.a.adkins@gmail.com; jyoung@odysseynwa.com
Subject: Auguments for why AERO SWARM is not Light industry

Dear Fayetteville Board of Adjustments,

· The repeated claim that everything will be "enclosed," and therefore fits light industry, just doesn't fully add up. Manufacturing might happen indoors, but AUS, armed uncrewed vehicles, testing can't be enclosed. That means noise, safety, and other impacts won't stay neatly contained inside a building.

· Safety. These aren't tiny hobby drones — they're large, experimental aircraft. If one crashes, the potential damage is serious. Testing that kind of equipment near neighborhoods, schools and active civilian air traffic feels like an unnecessary risk. My understanding is that this type of testing is usually done in much more isolated areas.

· Then there's the practical issue of transportation. Getting large drones from the factory to the airport would mean using public roads, would it not? . That raises obvious concerns about traffic disruptions, safety, and whether roads might need to be closed from time to time.

· Secrecy is another concern. If security requirements lead to restricted access to roads or parts of the airport, that affects the public's ability to use shared spaces and infrastructure.

· Finally, fuel and energy storage shouldn't be brushed aside. Aircraft fuel and lithium-ion batteries both come with real fire and explosion risks.

With these concerns I respectfully submit that AERO SWARM is not a light industry.

Ginny Masullo

1837 Rupple Road

Fayetteville Ar. 72704

-----Original Message-----
From: Celeste <celestenic@yahoo.com>
Sent: Wednesday, April 1, 2026 5:50 PM

To: erin.a.adkins@gmail.com; Caroline Fox <CarolineF@dcius.pro>; samcasualmail@gmail.com; peternormanboa@gmail.com
Subject: “To Build the largest UAV Swarm on the Planet” Swarm Aeros mission -Zefyron. NO KILLER DRONES IN NWA

To the Board of Adjustments: For decision at the April 6, 2026, meeting, I oppose the administrative grant to Swarm Aero of “light industrial” zoning classification at the 3660 S. School property in Fayetteville. My reasons follow.

1. This weapons manufacturer appears to have manipulated the administrative zoning process by imposing secrecy on City employees with NDAs. This violates Arkansas policy of freedom of information and open meetings. The administrative process was, therefore, fatally flawed and should be referred to City Council for a full public review.

2. Swarm Aero “use” is a galaxy away from “light industrial.” The Uniform Development Code Chapter 162 defines “light industrial” to include activities like engraving cutlery or making toys or “amusements.” There is nothing whatsoever “amusing” about autonomous weaponized bombers flying around our City skies in swarms.

3. Nor should this project have been waved through as if it were a like-for-like substitution for the prior electronic-component assembler.

It is long past time to shed some sunshine on this outrage. I respectfully ask the Board to find that:

1. The Swarm Aero facility was wrongly classified as “light industrial”; and

2. The change-of-use analysis should have been, but apparently was not, done; and

3. The administrative approval of the Swarm Aero facility was procedurally defective because it was wrongly kept secret, and, for that reason, this matter should be referred to City Council for full public review as a properly noticed agenda item, not mere re-approval by staff; and

4. Certify this matter to the City Attorney for a formal opinion, placed on the public record, to justify the use of NDAs apparently to circumvent Arkansas policy of freedom of information and public meetings.

Thank you for your service.

Obviously I’ve copy/pasted, since this was clear and concise, but this all was beyond shocking to learn!! I showed up for the quorum court to oppose an IDA for Washington County. I’m SHOCKED this was snuck through without allowing citizens a voice on this. I hope you will see that the zoning doesn’t fit and this can move forward to try and get this thing out of here!! I don’t want The Natural State to become the War State…even though it seems that may be the trajectory the NWA Council has planned. I will protest this every step of the way any way I can.

Thank you all for listening!,

A very concerned citizen

Celeste Wharry

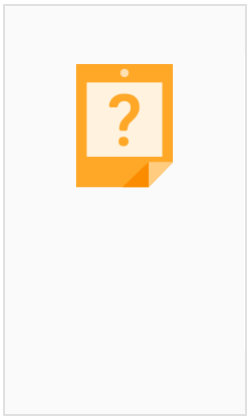
479-879-2923

celestenic@yahoo.com

(Not sure you need this, but 65 W Ozark Tr. Fay., AR 72701

From: Necia Parker-Gibson <neciap@gmail.com>
Sent: Wednesday, April 1, 2026 5:23 PM
To: Caroline Fox <CarolineF@dcius.pro>
Subject: Fwd: Swarm Aero shouldn't fly

Swarm Aero is not an appropriate industry for the light industrial category, or for South Fayetteville. It will be water and power intensive where the infrastructure is way behind the growth in population, and no one wants to hear or see military hardware hovering as they come to campus or live and work in the area. Sincerely, Necia Parker-Gibson



From: Virginia Hillis <carriagehouseonthetrail@gmail.com>
Sent: Wednesday, April 1, 2026 4:15 PM
To: Agenda Item Comment <agendaitemcomment@fayetteville-ar.gov>
Subject: Drone manufacturing and AI Data bank

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.

I want to express my extreme opposition to having our peaceful enlightened city be the home of manufacturing military machines and data storage. This not only makes us vulnerable and a target to who ever the chosen enemy is at the moment it will increase the noise & danger to our streets and skies while increasing the cost for energy and most importantly send the Very wrong distorted message as a city that we believe in violence and war and support it. I don't want to see these nightmarish robots flying overhead the soul purpose would be to kill people ! Not a fit for a

peaceful college town in the Natural State.Can you just imagine besides local opposition the tourists and parents of UA students finding out about this crap.

The noise alone would bring on PTSD.Don't ruin our vibe !

Sincerely concerned,Greenway Trail House

From: Frank Head <ccisnw@gmail.com>
Sent: Monday, March 30, 2026 4:59 PM
To: erin.a.adkins@gmail.com; gavin@grsmithcivilengineering.com; Caroline Fox <CarolineF@dcius.pro>; samcasualmail@gmail.com; peternormanboa@gmail.com
Subject: Zoning consideration at April 6 meeting

Dear Board of Adjustments Member:

Re your decision at the April 6, 2026, meeting, I strongly oppose the administrative grant to Swarm Aero of "light industrial" zoning classification at the 3660 S. School property in Fayetteville. My reasons are as follows:

1. This weapons manufacturer appears to have manipulated the administrative zoning process by imposing secrecy on City employees with NDAs. This violates Arkansas policy of freedom of information and open meetings. The administrative process was, therefore, fatally flawed and should be referred to City Council for a full public review.

2. Swarm Aero "use" is a galaxy away from "light industrial." The Uniform Development Code Chapter 162 defines "light industrial" to include activities like engraving cutlery or making toys or "amusements." There is nothing whatsoever "amusing" about autonomous weaponized bombers flying around our City skies in swarms.

3. Nor should this project have been waved through as if it were a like-for-like substitution for the prior electronic-component assembler.

It is long past time to shed some sunshine on this outrage. I respectfully ask the Board to find that:

1. The Swarm Aero facility was wrongly classified as “light industrial”; and

2. The change-of-use analysis should have been, but apparently was not, done; and

3. The administrative approval of the Swarm Aero facility was procedurally defective because it was wrongly kept secret, and, for that reason, this matter should be referred to City Council for full public review as a properly noticed agenda item, not mere re-approval by staff; and

4. Certify this matter to the City Attorney for a formal opinion, placed on the public record, to justify the use of NDAs apparently to circumvent Arkansas policy of freedom of information and public meetings.

Thank you for your service.

Frank W. Head Jr.

402 West ILA Street

Fayetteville AR 72701

From: Phyllis Head <brooklyngirl951@gmail.com>
Sent: Monday, March 30, 2026 5:11 PM
To: Erin.A.Adkins@gmail.com; gavin@grsmithcivilengineering.com; Caroline Fox <CarolineF@dcius.pro>; samcasualmail@gmail.com; peternormanboa@gmail.com
Subject: Please change zoning of Swarm Aero April 6

Dear Board of Adjustments Member:

Re your decision at the April 6, 2026, meeting, I strongly oppose the administrative grant to Swarm Aero of “light industrial” zoning classification at the 3660 S. School property in Fayetteville. My reasons are as follows:

1. This weapons manufacturer appears to have manipulated the administrative zoning process by imposing secrecy on City employees with NDAs. This violates Arkansas policy of freedom of information and open meetings. The administrative process was, therefore, fatally flawed and should be referred to City Council for a full public review.

2. Swarm Aero “use” is a galaxy away from “light industrial.” The Uniform Development Code Chapter 162 defines “light industrial” to include activities like engraving cutlery or making toys or “amusements.” There is nothing whatsoever “amusing” about autonomous weaponized bombers flying around our City skies in swarms.

3. Nor should this project have been waved through as if it were a like-for-like substitution for the prior electronic-component assembler.

It is long past time to shed some sunshine on this outrage. I respectfully ask the Board to find that:

1. The Swarm Aero facility was wrongly classified as “light industrial”; and

2. The change-of-use analysis should have been, but apparently was not, done; and

3. The administrative approval of the Swarm Aero facility was procedurally defective because it was wrongly kept secret, and, for that reason, this matter should be referred to City Council for full public review as a properly noticed agenda item, not mere re-approval by staff; and

4. Certify this matter to the City Attorney for a formal opinion, placed on the public record, to justify the use of NDAs apparently to circumvent Arkansas policy of freedom of information and public meetings.

Thank you for your service.

Phyllis Head
402 West ILA Street
Fayetteville AR 72701

From: panneverland1@protonmail.com <panneverland1@protonmail.com>
Sent: Monday, March 30, 2026 9:29 PM
To: erin.a.adkins@gmail.com; jyoung@odysseynwa.com; Caroline Fox <CarolineF@dcius.pro>; samcasualmail@gmail.com; peternormanboa@gmail.com; gavin@grsmithcivilengineering.com
Subject: A Message from a Concerned Citizen to the Board of Adjustments in regards to Swarm Aero

Dear Board members,

I am sending this email to you in regards to the upcoming Board of Adjustments meeting that will happen on April 6. On that day, Council member Sarah More and Jesse Buchanan will argue that Swarm Aero does not meet the criteria of a I-1 zoning law and therefore cannot operate under a heavy commercial and light industrial zone.

As a concerned citizen of my home town of Fayetteville, Arkansas, I fully support and back the arguments of Sarah More and Jesse Buchanan. I do not support Swarm Aero, nor do I want said drone weapons manufacturing company being placed in my home town. I hope that the board members will carefully consider the arguments of Sarah More and Jesse Buchanan, and will vote in favor of their arguments and against the zoning of Swarm Aero.

Thank you for your time and consideration and I hope you will make the wise decision of not supporting the I-1 zoning of Swarm Aero.

Sincerely,

Jacob C. Hook

Sent with Proton Mail secure email.

From: Ginny Masullo <masullo.ginny1@gmail.com>
Sent: Monday, March 30, 2026 12:01 PM
To: Caroline Fox <CarolineF@dcius.pro>
Subject: April 6 appeal re: Wrongful procedure in Swarm Aero zoning

Dear Caroline,

The approval of Swarm Aero's zoning raises serious concerns regarding compliance with the Arkansas Open Meetings Act, specifically the requirement that City employees execute nondisclosure agreements.

Swarm Aero also does not qualify as "light industrial" under Uniform Development Code Chapter 162, which contemplates substantially different uses.

At the April 6, 2026 meeting, the approval of Swarm Aero at 3660 S. School Avenue should be rescinded. Alternatively, the matter should be referred to the City Council for public review and formal action.

Additionally, I request that the Board of Adjustment refer this matter to the City Attorney for a formal legal opinion addressing both the zoning classification and the use of nondisclosure agreements, with the opinion entered into the public record.

Respectfully,

Ginny Masullo
1837 N. Rupple Road
Fayetteville, Arkansas 72704

Thank you,

Ginny Masullo

1837 N. Rupple Road

Fayetteville Arkansas 72704

From: anita schnee <anitafay@gmail.com>
Sent: Monday, March 30, 2026 8:25 AM
To: Caroline Fox <CarolineF@dcius.pro>
Subject: April 6 Swarm Aero: oppose zoning, secrecy: amicus brief

To the Board of Adjustments:

I am a concerned-citizen attorney living in Fayetteville. For decision at the April 6, 2026, meeting, I oppose the administrative grant to Swarm Aero of "light industrial" zoning classification at the 3660 S. School property in Fayetteville. I attach a brief I have prepared in support of the appeal. This contains the legal citations and analysis in support of my reasoning. Please treat this brief as an "amicus curiae" submission.

In summary, my reasons follow.

1. This weapons manufacturer appears to have manipulated the administrative zoning process by imposing secrecy on City employees with NDAs. This violates Arkansas policy of freedom of information and open meetings. The administrative process was, therefore, fatally flawed and should be referred to City Council for a full public review.

2. Swarm Aero "use" is a galaxy away from "light industrial." The Uniform Development Code Chapter 162 defines "light industrial" to include activities like engraving cutlery or making toys or "amusements." There is nothing whatsoever "amusing" about autonomous weaponized bombers flying around our City skies in swarms.

3. Nor should this project have been waved through as if it were a like-for-like substitution for the prior electronic-component assembler.

It is long past time to shed some sunshine on this ill-advised project. I respectfully ask the Board to find that:

1. The Swarm Aero facility was wrongly classified as "light industrial"; and

2. The change-of-use analysis should have been, but apparently was not, done; and

3. The administrative approval of the Swarm Aero facility was procedurally defective because it was wrongly kept secret, and, for that reason, this matter should be referred to City Council for full

public review as a properly noticed agenda item, not mere re-approval by staff; and

4. Certify this matter to the City Attorney for a formal opinion, placed on the public record, to justify the use of NDAs that had the effect of circumventing Arkansas policy of freedom of information and public meetings.

Thank you for your service.

/s/ Anita Schnee

P.O. Box 3484, Fayetteville, AR 72702
March 30, 2026

~`~`~`

To: Caroline Fox <CarolineF@dcius.pro>
Subject: April 6 Swarm Aero: oppose zoning classification and secrecy.

March 29, 2026

To the Board of Adjustments: For decision at the April 6, 2026, meeting, I oppose the

administrative grant to Swarm Aero of "light industrial" zoning classification at the 3660 S. School property in Fayetteville. My reasons follow.

1. This weapons manufacturer appears to have manipulated the administrative zoning process by imposing secrecy on City employees with NDAs. This violates Arkansas policy of freedom of information and open meetings. The administrative process was, therefore, fatally flawed and should be referred to City Council for a full public review.

2. Swarm Aero "use" is a galaxy away from "light industrial." The Uniform Development Code Chapter 162 defines "light industrial" to include activities like engraving cutlery or making toys or "amusements." There is nothing whatsoever "amusing" about autonomous weaponized bombers flying around our city skies in swarms.

3. Nor should this project have been waved through as if it were a like-for-like substitution for the prior electronic-component assembler.

It is long past time to shed some sunlight on this outrage. I respectfully ask the Board to find that:

1. The Swarm Aero facility was wrongly classified as "light industrial"; and

2. The change-of-use analysis should have been, but was not, done; and

3. The administrative approval of the Swarm Aero facility was procedurally defective because it was wrongly kept secret, and, for that reason, this matter should be referred to City Council for full public review as a properly noticed agenda item, not mere re-approval by staff; and

4. Certify this matter to the City Attorney for a formal opinion, placed on the public record, to justify the use of NDAs to circumvent Arkansas policy of freedom of information and public meetings.

Thank you for your service.

Pattie Williams

1008 W. Grand Blvd., Unit 328

Fayetteville, Arkansas 72704

From: Bayard Blain <bayardguitars@gmail.com>
Sent: Sunday, March 29, 2026 2:03 PM
To: Caroline Fox <CarolineF@dcius.pro>
Subject: Swarm aero

Hello I'm a citizen of Fayetteville working to express my concerns.

This weapons manufacturer appears to have manipulated the administrative zoning process by imposing secrecy on City employees with NDAs. This violates Arkansas policy of freedom of information and open meetings. The administrative process was, therefore, fatally flawed and should be referred to City Council for a full public review.

2. Swarm Aero "use" is a galaxy away from "light industrial." The Uniform Development Code Chapter 162 defines "light industrial" to include activities like engraving cutlery or making toys or "amusements." There is nothing whatsoever "amusing" about autonomous weaponized bombers flying around our City skies in swarms.

3. Nor should this project have been waved through as if it were a like-for-like substitution for the prior electronic-component assembler.

It is long past time to shed some sunlight on this outrage. I respectfully ask the Board to find that:

1. The Swarm Aero facility was wrongly classified as "light industrial"; and

2. The change-of-use analysis should have been, but was not, done; and

3. The administrative approval of the Swarm Aero facility was procedurally defective because it was wrongly kept secret, and, for that reason, this matter should be referred to City Council for full public review as a properly noticed agenda item, not mere re-approval by staff; and

4. Certify this matter to the City Attorney for a formal opinion, placed on the public record, to justify the use of NDAs to circumvent Arkansas policy of freedom of information and public meetings.

Thank you for your service.

Bayard Blain

19 E 4th

Fayetteville AR

72701



From: Curth, Jonathan <jcurth@fayetteville-ar.gov>
Sent: Tuesday, February 17, 2026 4:07 PM
To: Moore, Sarah <sarah.moore@fayetteville-ar.gov>
Cc: Macedo, Keith <kmacedo@fayetteville-ar.gov>
Subject: RE: Swarm Aero

Sarah,

The process for Swarm Aero was consistent with other commercial business license applications in Fayetteville, with reviews from Planning and the Fire Marshal for zoning and fire protection respectively.

Searching “3660 S. School Ave” or “BLC-1079-2025” will bring up the license information in our online portal, although that may list the NAICS (North American Industry Classification System) code and not the local zoning use unit. The Use Unit for this license is 22, Manufacturing. This is permitted by-right in the I-1, Heavy Commercial and Light Industrial zoning district.

Thanks,

Jonathan Curth, AICP

Development Services Director

Development Services Department

City of Fayetteville, Arkansas

479.575.8308

jcurth@fayetteville-ar.gov

Website l Facebook l Twitter l Youtube

From: Moore, Sarah <sarah.moore@fayetteville-ar.gov>
Sent: Tuesday, February 17, 2026 1:48 PM
To: Curth, Jonathan <jcurth@fayetteville-ar.gov>
Cc: Macedo, Keith <kmacedo@fayetteville-ar.gov>
Subject: Re: Swarm Aero

Thanks Jonathan. I was trying to understand better what the process was when they applied for being a business in Fayetteville. If I look them up in the portal, will I be able to see all the details for that business?

Like what use unit they are for the zoning for that space....

Sarah Moore

Fayetteville City Council, Ward 2

sarah.moore@fayetteville-ar.gov

479.263.6629

Report a concern with SeeClickFix:

https://www.fayetteville-ar.gov/4233/Report-a-Concern-with-SeeClickFix

Speak up on City projects:

https://speakup.fayetteville-ar.gov/

Voice your feedback to the entire Council and Mayor by emailing:

agendaitemcomment@fayetteville-ar.gov

From: Curth, Jonathan <jcurth@fayetteville-ar.gov>
Date: Tuesday, February 17, 2026 at 10:15 AM
To: Moore, Sarah <sarah.moore@fayetteville-ar.gov>

Cc: Macedo, Keith <kmacedo@fayetteville-ar.gov>
Subject: Swarm Aero

Sarah,

Thanks for the message this morning. Development Services does not participate in all stages of business recruitment and I am uncertain what level of that may have occurred with Swarm Aero. Our role is generally limited to the permitting and licensing side. For Swarm Aero, they applied for a business license in mid-December and several sign permits soon thereafter. All have been issued.

Otherwise, I am not familiar with any standard we enforce regarding testing or interaction of the business with airspace or the airport, but have copied Keith here in case he has something to add.

Jonathan Curth, AICP

Development Services Director

Development Services Department

City of Fayetteville, Arkansas

479.575.8308

jcurth@fayetteville-ar.gov

Website l Facebook l Twitter l Youtube

From: Curth, Jonathan <jcurth@fayetteville-ar.gov>
Sent: Friday, March 20, 2026 8:32 AM
To: Williams, Kit <kwilliams@fayetteville-ar.gov>; Jones, D'Andre <dandre.jones@fayetteville-ar.gov>; Stafford, Bob <bob.stafford@fayetteville-ar.gov>; Macedo, Keith <kmacedo@fayetteville-ar.gov>
Cc: Pennington, Blake <bpennington@fayetteville-ar.gov>; Hungate, Hannah <hhungate@fayetteville-ar.gov>; Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: RE: Attached Image

All,

As a follow-up on the below, please be advised that Fayetteville's Board of Adjustment will be considering whether staff made the appropriate zoning designation of Swarm Aero at the upcoming April 6th meeting. How a business is designated determines if it is permitted in the underlying zoning district. This is a resident appeal of staff's determination that Swarm Aero is a manufacturing use, which is permitted by-right in I-1, Heavy Commercial and Light Industrial zoning district.

Thanks,

Jonathan Curth, AICP

Development Services Director

Development Services Department

City of Fayetteville, Arkansas

479.575.8308

jcurth@fayetteville-ar.gov

Website l Facebook l Twitter l Youtube

From: Williams, Kit <kwilliams@fayetteville-ar.gov>
Sent: Thursday, March 19, 2026 3:55 PM
To: Jones, D'Andre <dandre.jones@fayetteville-ar.gov>; Stafford, Bob <bob.stafford@fayetteville-ar.gov>; Macedo, Keith <kmacedo@fayetteville-ar.gov>; Curth, Jonathan <jcurth@fayetteville-ar.gov>
Cc: Pennington, Blake <bpennington@fayetteville-ar.gov>; Hungate, Hannah <hhungate@fayetteville-ar.gov>
Subject: Fw: Attached Image

D'Andre and Bob,

Please find attached my memo answering D'Andre's questions presented to him by Mr. Gargas.

Kit Williams

City Attorney

City of Fayetteville AR

479-575-8313