City of Fayetteville, Arkansas

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

City Council Tentative Agenda

Tuesday, June 30, 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: 812 4151 5085

Public Registration Link: https://fayetteville-ar.zoom.us/webinar/register/WN_IUvC6lPBQtGSTSkoqM30VA

Public Comment:

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

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

Call to Order

Roll Call

Pledge of Allegiance

Mayor' s Announcements, Proclamations and Recognitions

City Council Meeting Presentations, Reports and Discussion Items

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

A. Consent

A.1. Approval of the June 16, 2026 City Council Meeting Minutes

A.2. Large Commercial Grade Mower Replacements for Parks Maintenance through Professional Turf Products, L.P.:
A resolution to approve the purchase of two commercial mowers from Professional Turf Products, L.P. in the total amount of $205,512.92, pursuant to a Sourcewell Cooperative Purchasing Contract, plus any applicable surcharges, freight charges, or delivery fees up to 10% of the original purchase price. (2026-1852)

A.3. Bid #26-37 Millsap & College Int. Improvements:
A resolution to award Bid 26-37 and authorize a contract with APAC-Central, Inc. in the amount of $3,568,811.20 for construction of the Millsap Road and College Avenue Intersection and North Hemlock Avenue Project, to approve a project contingency in the amount of $357,000.00, to authorize acceptance of a Surface

Transportation Block Grant in the amount of $3,600,000.00 awarded by the Northwest Arkansas Planning Commission, and to approve a budget amendment. (2026-2044)

A.4. Millsap & College Intersection - Supplemental Agreement #1:
A resolution to approve Supplemental Agreement No. 1 to the contract with Burns & McDonnell Engineering Company, Inc. in the amount of $93,785.00 for additional engineering services associated with the Millsap Road & College Avenue Intersection and Hemlock Avenue Improvement Project. (2026-2045)

A.5. Authorization for Mayor to Sign Tender Agreement for Bryce Davis Park Phase I Improvements:
A resolution to waive competitive bidding and authorize a tender agreement with U.S. Specialty Insurance Company and ACS Playground Adventures to transfer project completion responsibilities for phase 1 improvements for Bryce Davis Park to ACS Playground Adventures, to authorize additional contract days to complete work, and to approve a budget amendment. (2026-2068)

A.6. Mission Boulevard Sidewalk Bid Award:
A resolution to award Bid 26-36 and authorize a contract with Milestone Construction Company in the amount of $178,997.00 for construction of a sidewalk along the north side of Mission Boulevard from Libby Lane to Winwood Drive, to approve a project contingency in the amount of $17,000.00, and to recognize revenue in the amount of $50,000.00 from the Whistler Woods Subdivision Property Owners Association. (2026-2003)

A.7. Deed of Declaration First Amendment for Parcel 765-14855-001:
A resolution to approve Amendment No. 1 to the Deed of Declaration associated with city-owned parcel 765-14855-001. (2026-1984)

A.8. Adoption of a City of Fayetteville-University of Arkansas Memorandum of Understanding:
A resolution to approve a Memorandum of Understanding with the University of Arkansas that establishes maintenance responsibilities on certain roadways and sidewalks through and adjacent to University of Arkansas properties. (2026-1978)

A.9. Sale of City Property to Reindl Properties:
A resolution pursuant to § 34.27(E) Sale of Municipally Owned Real Property of the Fayetteville City Code to authorize the Mayor to sell approximately 477 square feet of property in the south end of the Ramble Civic Plaza to Reindl Properties, Inc. for the amount of $24,665.00. (2026-2150)

B. Public Hearing

B.1. Raze and Removal of a Dilapidated Structure Located at 320 W Ila St.:
A resolution to order the razing and removal of a dilapidated and unsafe structure on property owned by Steven and Cynthia Parette located at 320 West Ila Street in Ward 2 in the City of Fayetteville, Arkansas. (2026-2143)

B.2. Raze and Removal of a Dilapidated Structure Located at 3582 N Hwy 112:
A resolution to order the razing and removal of a dilapidated and unsafe structure on property owned by GRL 112 LLC located at 3582 North Highway 112 in Ward 2 in the City of Fayetteville, Arkansas. (2026-2144)

C. Unfinished Business

C.1. Raze and Removal of a Dilapidated and Unsafe Structure at 848 N. Jackson Dr.:
A resolution to order the razing and removal of a dilapidated and unsafe structure on property owned by Born In a Barn, Inc. located at 848 North Jackson Drive in the City of Fayetteville, Arkansas. (2026-1194)

At the April 21, 2026 City Council meeting, this resolution was tabled to the June 2, 2026 City Council meeting.

At the June 2, 2026 City Council meeting, this resolution was tabled to the July 7, 2026 City Council meeting.

D. New Business

D.1. VAC 2026-0005 West Cactus Place:
An ordinance to approve VAC-26-05 for property located at 4307 West Cactus Place in Ward 1 to vacate 239 square feet of general utility easement. (2026-2024)

D.2. RZN 2026-0015 NW of N. Deane Solomon Rd. & W. Vanike Dr.:
An ordinance to rezone the property described in Rezoning Petition RZN 2026-15 for approximately 36.2 acres northwest of North Deane Solomon Road and West Vanike Drive in Ward 4 from RSF-4, Residential Single-Family, Four (4) Units Per Acre and CPZD, Commercial Planned Zoning District, to RMF-12, Residential-Multi Family, 12 Units Per Acre and RSF-8, Residential Single-Family, Eight (8) Units Per Acre. (2026-1944)

D.3. RZN 2026-0016 East Mission Boulevard:
An ordinance to rezone the property described in Rezoning Petition RZN 2026-16 for approximately 2.5 acres located at 1905 East Mission Boulevard in Ward 3 from C-1, Neighborhood Commercial and RSF-4, Residential Single-Family, Four Units Per Acre, to CS, Community Services. (2026-2023)

D.4. RZN 2026-0017 North Old Wire Road:
An ordinance to rezone the property described in Rezoning Petition RZN 2026-17 for approximately 3.53 acres located at 3105 North Old Wire Road in Ward 3 from RSF-4, Residential Single-Family, Four Units Per Acre, to P-1, Institutional. (2026-2022)

D.5. Sales and Use Tax Bonds (Issuance Authorization):
An ordinance authorizing the issuance and sale of the City's not to exceed $191,220,000 of Sales and Use Tax Capital Improvement and Refunding Bonds, Series 2026, for the purpose of financing all or a portion of the costs of certain water and wastewater system, parks system, animal services, trails, transportation, sustainability, aquatics/recreation center and fire department facilities and improvements and for the purpose of refunding the City's outstanding sales and use tax capital improvement bonds; authorizing the execution and delivery of a trust indenture pursuant to which the bonds will be issued and secured; authorizing the execution and delivery of an official statement pursuant to which the bonds will be offered; authorizing the execution and delivery of a bond purchase agreement providing for the sale of the bonds; authorizing the execution and delivery of a continuing disclosure agreement; authorizing the execution and delivery of an escrow deposit agreement providing for the defeasance and redemption of the City's outstanding sales and use tax capital improvement bonds; prescribing other matters relating thereto; and declaring an emergency. (2026-2002)

D.6. An Ordinance to Promote Transparency:
An ordinance prohibiting the City of Fayetteville from entering into nondisclosure agreements that restrict disclosure of public records or public business beyond that authorized by law, and to declare an emergency. (2026-2142)

E. Proposed Agenda Additions

F. City Council Agenda Session Presentations

F.1. External Audit Results - Ann Gearity

G. City Council Tour

H. Announcements

I. Adjournment

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-1852

MEETING OF JUNE 30, 2026

TO: Mayor Rawn and City Council

THROUGH: Terry Gulley, Asst Public Works Director - Ops

FROM: Ross Jackson, Fleet Operations Superintendent

SUBJECT: **Large commercial grade mower replacements for Parks Maintenance through Professional Turf Products, L.P.**

RECOMMENDATION:
A RESOLUTION TO APPROVE THE PURCHASE OF TWO COMMERCIAL MOWERS IN THE AMOUNT OF $205,512.92 FROM PROFESSIONAL TURF PRODUCTS, L.P. PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (112624-TTC) PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE.

BACKGROUND:
5067 (PRKS_F060) 2016 Toro GM-4000D has surpassed its expected service life of 6 years.
5082 (PRKS_F047) 2017 Toro GM-4000D has surpassed its expected service life of 6 years.

DISCUSSION:

The proposed purchase of Toro Groundsmaster mowing equipment will continue the City's ongoing operational improvement efforts by replacing existing units with the same proven OEM platform currently utilized within operations. The Groundsmaster utilizes an approximate 11-foot mowing width compared to the 60-inch cutting width of the City's Hustler mower platforms, allowing significantly more acreage to be maintained in less time while reducing labor hours and overall equipment runtime.

The Groundsmaster platform is designed specifically for heavy-duty municipal operations involving large open areas, uneven terrain, and extended daily use, providing improved durability, stability, and reliability for City mowing operations.

Additionally, the proposed units include operator cooling fans integrated into the canopy system to improve operator comfort and safety during extreme summer temperatures. Enhancing operator working conditions helps reduce heat-related fatigue while supporting employee wellbeing, retention, and recruitment efforts in demanding outdoor work environments.

BUDGET/STAFF IMPACT:
These assets are fiscal year 2026 budgeted replacements, sufficient funds have been budgeted within the fleet fund.

ATTACHMENTS: 3. Staff Review Form, 4. Quote $205,512.93, 5. Price Hold

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

File #: 2026-1852

A RESOLUTION TO APPROVE THE PURCHASE OF TWO COMMERCIAL MOWERS FROM PROFESSIONAL TURF PRODUCTS, L.P. IN THE TOTAL AMOUNT OF $205,512.92, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, OR DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of two commercial mowers from Professional Turf Products, L.P. in the total amount of $205,512.92, pursuant to a Sourcewell cooperative purchasing contract, plus any applicable surcharges, freight charges, or delivery fees up to 10% of the original purchase price.

City of Fayetteville Staff Review Form

2026-1852

Item ID

6/16/2026

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

Ross Jackson	5/18/2026	FLEET OPERATIONS (770)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

A RESOLUTION TO APPROVE THE PURCHASE OF TWO COMMERCIAL MOWERS IN THE AMOUNT OF $205,512.92 FROM PROFESSIONAL TURF PRODUCTS, L.P. PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (112624-TTC) PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE.

Budget Impact:

9700.770.1920-5802.00	SHOP
Account Number	Fund
97001.2250.521	Fleet Replacements- Parks
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	422,511.00
		Expenses (Actual+Encum)	$	11.18
		Available Budget	$	**422,499.82**
Does item have a direct cost?	Yes	Item Cost	$	205,512.92
Is a Budget Amendment attached?	No	Budget Amendment	$	-
		Remaining Budget	$	**216,986.90**

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

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

Original Contract Number: _____

Comments:

Professional Turf Products, L.P.
2201 N Beech Ave
Broken Arrow, Ok 74012
Derrick Trotter
(682) 416-1905
trotterd@proturf.com

Ship To	City of Fayetteville	Date	5/18/2026
Bill To	SOURCEWELL (CONTRACT #112624)	Estimated Tax Rate	
Contact	Ross Jackson		
Address	1525 S Happy Hollow Rd	Trade-In	
	Fayetteville, AR 72701	Finance	
Phone	(479) 879-6221	Account Type	CONTRACT
Email	rjackson@fayetteville-ar.gov	CPQ: ID	04520061
Comments	Sourcewell Cooperative Contract **#112624 - TTC** ; City of Fayetteville ID **#34143**. Applicable Property and Sales Tax Not Included. Quote inclusive of equipment setup & delivery to the Fayetteville, AR address identified. **Sourcewell Pricing: 22% OFF MSRP**.		

Proposal

Qty	*Model #*	*Description*	*MSRP*	*Sourcewell Selling Price*
2	30609	Toro Groundsmaster 4000-D (T4)		
16	93-5974	8 Inch Foam Filled Caster Wheel Assembly		
2	30669	Universal Sunshade, White		
2	03247	Operator Cooling Fan		
2	03248	Universal Sunshade Switch Panel		
2	44967	MVP Kit 1000 Hour (PX Hydraulic Fluid)		
		Toro Groundsmaster 4000-D (T4)	**$ 263,478.12**	**$205,512.93**

SubTotal	**$**	**205,512.93**
Destination		**INCLUDED**
Tax (Estimated)	**$**	**-**
TOTAL	**$**	**205,512.93**

Comments:

For all New Equipment, Demo units may be available for up to 20% savings.
For all New Equipment, Refurbished units may be available for up to 40% savings.
Due to unexpected issues with much of our supply chain, we are experiencing longer lead times than we have seen in the past. We are doing everything we can to get products to you as quickly as possible.

Terms & Conditions:
1. Prices & Finance Rates are subject to change at any time. Monthly Payments are Estimates based on Prices & Rates when quoted.
2. Due to the volatility of inflation, rising transportation costs, and supply shortages, some orders may incur additional cost increases that are beyond the control of PTP and the vendors we represent. These pricing adjustments may be made from the time the order is entered through equipment delivery. Any adjustments will be communicated to customers with orders in the system with a new sale price as they occur.
3. Order cancellations are subject to fees up to 10% of the original order value.
4. Equipment delivery time is estimated once credit is approved & documents are executed & is contingent on Manufacturer availability.
5. Payments by Credit Card are subject to convenience fee.
6. Used and Demo equipment is in high demand and availability is subject to change.
A. Upon firm customer commitment to purchase & credit is approved, said equipment availability will be determined.
B. In the event equipment is unavailable at time of order, PTP will employ every resource to secure an acceptable substitute.
C. PTP strongly advises the customer to issue a firm PO as quickly as possible after acceptance of quotation.
7. "Trade In Allowances" will be treated as a credit for future parts purchases on PTP account unless other arrangements have been made.

Returns Policy:
1. All returns & Canceled PO's are subject to restocking, refurbishing, usage, and shipping fees.
2. All returns must be able to be sold as new.

3. Items missing parts are non returnable.

Payment:

1. **Terms are net 10 unless prior arrangements have been made.**
2. **Quoted prices are subject to credit approval.**
   - **A. PTP will work with third party financial institutions to secure leases when requested to do so.**
   - **B. When using third party financiers, documentation fees & advance payments may be required.**
   - **C. For convenience, monthly payments are estimated based on third party rate factors in effect at time of the quotation.**
   - **D. PTP assumes no liability in the event credit becomes unavailable or rates change during the approval process.**
3. **There will be a service charge equal to 1.5% per month (18% per annum) on all past due invoices.**
4. **By Law we are required to file a "Notice to Owner" of our intent to file lien in the event of payment default. This notice must be sent within 60 days of the date the original invoice and will happen automatically regardless of any special payment arrangements that may have been made.**

Authorized Signature: _____ **Date:** _____

Jackson, Ross

From: Derrick Trotter <trotterd@proturf.com>
Sent: Tuesday, June 2, 2026 4:05 PM
To: Jackson, Ross
Subject: Re: Updated Toro Proposal 5.18.26 - Professional Turf Products

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

Yes sir!

Thanks,

Derrick Trotter
Professional Turf Products
(682) 416-1905

From: Jackson, Ross <rjackson@fayetteville-ar.gov>
Sent: Tuesday, June 2, 2026 3:59:04 PM
To: Derrick Trotter <trotterd@proturf.com>
Cc: Jackson, Ross <rjackson@fayetteville-ar.gov>
Subject: RE: Updated Toro Proposal 5.18.26 - Professional Turf Products

Think Before You Click
This email originated outside our organization

Derrick,

I have this set to go to City Council on July 7th with a PO approximately 07/24/26. Will pricing be good through then?

Thank you,

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



From: Derrick Trotter <trotterd@proturf.com>
Sent: Tuesday, May 19, 2026 7:53 AM
To: Jackson, Ross <rjackson@fayetteville-ar.gov>
Subject: RE: Updated Toro Proposal 5.18.26 - Professional Turf Products

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.

Mr. Jackson,

A PO works just fine. There is no need to sign the quote. We will do billing net 30 upon delivery of the 2 GroundsMasters.

I will hold pricing through the end of June – No Problem.

We greatly appreciate the opportunity to quote. I'm here to support City of Fayetteville with current/future Toro commercial equipment. Always give me a ring when you have any questions or concerns! I also have some customer events coming up soon that I'll keep you and your team posted about.

Thanks!

Derrick Trotter
Professional Turf Products
(682) 416-1905

From: Jackson, Ross <rjackson@fayetteville-ar.gov>
Sent: Monday, May 18, 2026 3:16 PM
To: Derrick Trotter <trotterd@proturf.com>
Subject: RE: Updated Toro Proposal 5.18.26 - Professional Turf Products

Think Before You Click
This email originated outside our organization

Derrick,

Will you accept a PO in lieu of signature? Also we typically operate off of a net 30. Once a PO is issued, equipment will arrive and we will have 30 days from signing of sales docs and delivery to issue payment.

Please let me know if this is acceptable.

Lastly, I plan to put this on the City Council Agenda for June 16th agenda pending first, internal approvals then city council final approval. Will you be able to hold the current quoted price through the end of June which would be the latest a PO could be approved?

Thank you,

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

From: Derrick Trotter <trotterd@proturf.com>
Sent: Monday, May 18, 2026 2:49 PM
To: Jackson, Ross <rjackson@fayetteville-ar.gov>
Subject: Updated Toro Proposal 5.18.26 - Professional Turf Products

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.

Mr. Jackson,

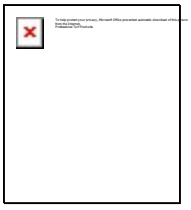
Thanks for reaching out. Please see attached updated quote

- I added a 2nd Toro GM4000D
- All Sourcewell account numbers are in the Comments Section
- Sourcewell discount percentage is in the Comments Section
- I included Toro's MSRP final price
- I included City of Fayetteville's Sourcewell discounted final price highlighted in yellow

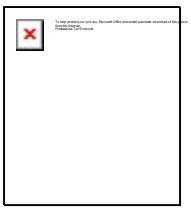
Please let me know if you have any questions or concerns. I'm more than happy to help!

Thanks,

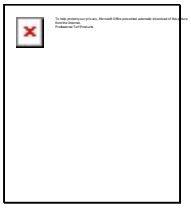
Derrick Trotter
Professional Turf Products
(682) 416-1905



Derrick Trotter | Golf & Grounds Account Executive
| 004702 Broken Arrow Commercial
,
817-785-1900 | c: | www.proturf.com



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CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-2044

MEETING OF JUNE 30, 2026

TO: Mayor Rawn and City Council

THROUGH: Keith Macedo, Chief of Staff
Chris Brown, Public Works Director
Justin Bland, City Engineer

FROM: Paul Libertini, Staff Engineer

SUBJECT: **Bid #26-37 Millsap Rd & College Ave Intersection Improvements – APAC-Central, Inc. Construction Contract Award**

RECOMMENDATION:
A Resolution to award Bid #26-37 and authorize a contract with APAC-Central, Inc. in the amount of $3,568,811.20 for the construction of the Millsap Rd & College Ave Intersection and N. Hemlock Ave project, approve a project contingency of $357,000, recognize $3,600,000 of Surface Transportation Block Grant Program – Attributable (STBGP-A) funds awarded by the Northwest Arkansas Regional Planning Commission (NWARPC), and approve a Budget Amendment.

BACKGROUND:
This project includes improvements to Millsap Road near the intersection with College Avenue. The improvements to Millsap Road include an additional lane west of College Avenue to provide additional left turning capacity, realignment of lanes on both sides of College Avenue, signalization timing and phasing improvements and installation of crosswalks and pedestrian signals. It also includes new construction of the continuation of a 2-lane N. Hemlock Ave. from Sain St. to Millsap Rd. Lastly, relocation of water and sewer lines to allow for the construction will be completed as part of the construction project.

The City received authorization from the Arkansas Department of Transportation (ARDOT) to advertise this project for construction bids on April 24, 2026. The bid opening was held on July 10, 2026.

DISCUSSION:
A total of one bid was received from APAC-Central, Inc. in the amount of $3,568,811.20. The Engineers' opinion of probable cost was $3,321,479.75. The City has received a letter from our consultant, Burns & McDonnell, recommending award of this contract to APAC-Central, Inc. The contract time is 360 calendar days for final completion.

Please note that as part of the Federal-aid process, the Mayor will be submitting the required Certification Letter to ARDOT requesting their review of the bid tabulations and concurrence in award of the contract to APAC-Central, Inc. The actual execution of the construction agreement will occur after receipt of ARDOT concurrence.

BUDGET/STAFF IMPACT:

This project is based on an Agreement of Understanding with ARDOT in which Federal-aid money will pay 80% of the contract amount and the City will pay a 20% match for the street improvements. The City will make payments to the Contractor and then submit the required paperwork to ARDOT requesting 80% reimbursement. The City 20% matching funds for the roadway improvements will be paid from the Street Projects 2024 Bonds. The water and sewer relocations totaling $321,994 are not part of this 80/20 matching grant and will be fully paid from Water and Sewer funds.

ATTACHMENTS: 3. Staff Review Form, 4. Budget Amendment, 5. NWARPC STBGP-A Award Letters, 6. Millsap-College 00500 Agreement - APAC, 7. Bid #26-37 Recommendation of Award, 8. Bid #26-37, City Bid Tab, 9. Bid #26-37, Bid Submittal - APAC-Central, Inc, 10. Bid 26-37, City Issued Bid

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

File #: 2026-2044

A RESOLUTION TO AWARD BID 26-37 AND AUTHORIZE A CONTRACT WITH APAC-CENTRAL, INC. IN THE AMOUNT OF $3,568,811.20 FOR CONSTRUCTION OF THE MILLSAP ROAD AND COLLEGE AVENUE INTERSECTION AND NORTH HEMLOCK AVENUE PROJECT, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $357,000.00, TO AUTHORIZE ACCEPTANCE OF A SURFACE TRANSPORTATION BLOCK GRANT IN THE AMOUNT OF $3,600,000.00 AWARDED BY THE NORTHWEST ARKANSAS PLANNING COMMISSION, AND TO APPROVE A BUDGET AMENDMENT

WHEREAS, this project proposes improvements to Millsap Road near the intersection with College Avenue, signalization timing and phasing improvements, installation of crosswalks and pedestrian signals, continuation of a 2-lane North Hemlock Avenue from Sain Street to Millsap Road, and relocation of water and sewer lines.

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 26-37 and authorizes a contract with APAC-Central, Inc. in the amount of $3,568,811.20 for construction of the Millsap Road and College Avenue intersection and North Hemlock Avenue project and further approves a project contingency in the amount of $357,000.00.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Rawn to sign the required Certification Letter and any other documents necessary to accept a Surface Transportation grant in the amount of $3,600,000.00 awarded by the Northwest Arkansas Planning Commission.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget amendment, a copy of which is attached to this Resolution.

City of Fayetteville Staff Review Form

2026-2044

Item ID

7/7/2026

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

Paul Libertini	6/16/2026	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

A Resolution to award Bid #26-37 and authorize a contract with APAC-Central, Inc. in the amount of $3,568,811.20 for the construction of the Millsap Rd & College Ave Intersection and N. Hemlock Ave Improvement project, approve a project contingency of $357,000, recognize $3,600,000 of Surface Transportation Block Grant Program – Attributable (STBGP-A) funds awarded by the Northwest Arkansas Regional Planning Commission (NWARPC), and to approve a Budget Amendment.

Budget Impact:

Account Number	Fund
4601.860.7227-5809.00	Bond Program Grant Matching
4802.860.7227-5809.00	Street Projects 2024 Bonds
5400.860.5600-5808.00	Water & Sewer

Project Number	Project Title
46020.7227	Streets Bond Projects - Millsap/College Intersection Impr
11011.2019.7227	W&S Relocations - Bond Issue Projects - Millsap/College

Budgeted Item?	Yes	Total Amended Budget	$	938,100.00
		Expenses (Actual+Encum)	$	263,491.00
		Available Budget	$	**674,609.00**
Does item have a direct cost?	Yes	Item Cost	$	3,925,811.20
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	3,496,986.00
		Remaining Budget	$	**245,783.80**

V20221130

Purchase Order Number: _____

Previous Ordinance or Resolution # 66-23

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:

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

Budget Year	Division /Org2	BA Number
2026	ENGINEERING (621)	
	Requestor: Paul Libertini	

BUDGET AMENDMENT/ADJUSTMENT DESCRIPTION:

A Resolution to award Bid #26-37 and authorize a contract with APAC-Central, Inc. in the amount of $3,568,811.20 for the construction of the Millsap Rd & College Ave Intersection and N. Hemlock Ave Improvement project, approve a project contingency of $357,000, recognize $3,600,000 of Surface Transportation Block Grant Program – Attributable (STBGP-A) funds awarded by the Northwest Arkansas Regional Planning Commission (NWARPC), and to approve a Budget Amendment. APAC contract = $3,246,817.20 roadway + $321,994 W&S

RESOLUTION/ORDINANCE

COUNCIL DATE: 7/7/2026

ITEM ID#: **2026-2044**

Holly Black 6/16/26

Budget Division Date

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

JOURNAL #:

GLDATE:

CHKD/POSTED: /

v.2026611

TOTAL	3,496,986	3,496,986				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
4601.860.7227-4309.00		1,300,000	46020	7227	RE	Federal Grants - Capital
4601.860.7227-4309.00		1,900,000	46020	7227	RE	Federal Grants - Capital
4601.860.7227-4309.00		400,000	46020	7227	RE	Federal Grants - Capital
4601.860.7227-5805.00	400,000	-	46020	7227	EX	Land - Acquisition
4601.860.7227-5809.00	3,200,000	-	46020	7227	EX	Improvements - Street
4802.860.7227-5805.00	180,000	-	46020	7227	EX	Land - Acquisition
4802.860.7227-5809.00	775,247	-	46020	7227	EX	Improvements - Street
4802.860.7227-5860.02	24,753	-	46020	7227	EX	Capital Prof Svcs - Engineering/Architectura
4802.860.7999-5899.00	(980,000)	-	46020	7999	EX	Unallocated - Budget
4601.860.7227-4309.00	-	(4,000)	46020	7227	RE	Federal Grants - Capital
4601.860.7227-4309.00	-	(99,014)	46020	7227	RE	Federal Grants - Capital
4601.860.7227-5809.00	(4,000)	-	46020	7227	EX	Improvements - Street
4601.860.7227-5860.02	(99,014)	-	46020	7227	EX	Capital Prof Svcs - Engineering/Architectura
4802.860.7227-5805.00	(180,000)	-	46020	7227	EX	Land - Acquisition
4802.860.7227-5809.00	(1,000)	-	46020	7227	EX	Improvements - Street

	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
4802.860.7227-5860.02	(24,753)	-	46020	7227	EX	Capital Prof Svcs - Engineering/Architectura
4802.860.7227-5809.00	(475,385)	-	46020	7227	EX	Improvements - Street
4802.860.7999-5899.00	681,138	-	46020	7999	EX	Unallocated - Budget
4601.860.7227-5809.00	(118,610)	-	46020	7227	EX	Improvements - Street
4601.860.7227-5911.99	118,610	-	46020	7227	EX	Contingency - Capital Project
4802.860.7227-5809.00	(206,390)	-	46020	7227	EX	Improvements - Street
4802.860.7227-5911.99	206,390	-	46020	7227	EX	Contingency - Capital Project
5400.720.5600-5808.00	(94,602)		11011	1	EX	Improvements - Water Line
5400.720.5600-5911.99	(259,392)		11011	2102	EX	Contingency - Capital Project
5400.860.5600-5808.00	321,994		11011	2019.7227	EX	Improvements - Water Line
5400.860.5600-5911.99	32,000		11011	2019.7227	EX	Contingency - Capital Project

NWA Regional Planning Commission

NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION

1311 Clayton St., Springdale, Arkansas, 72762

• (479) 751 7125 • Fax: (479) 751 7150 • http://nwarpc.org

August 29, 2023

Mayor Lioneld Jordan
City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

Re: Millsap Rd. & College Ave. Intersection and N. Hemlock – ROW/Utilities
FFY 2024 Surface Transportation Block Grant Program – Attributable (STBGP-A)
Total NWARPC Federal Funds Awarded to College Ave. $1,620,000

Dear Mayor Jordan:

I am pleased to inform you the Millsap Rd. & College Ave. Inter. and N. Hemlock Project was selected by the Northwest Arkansas Regional Planning Commission on August 23, 2023, for Federal Fiscal Year (FFY) 2024 STBGP-A funding. The awarded STBGP-A funds and the required local match are shown below:

NWARPC STBGP-A	**$1,300,000 (80% Federal)**
City Match	**$ 325,000 (20% Local Match)**
Total	**$1,625,000**

The STBGP-A funding is subject to an obligation limitation and the total available funds may change after final FFY 2024 funding is published by the Federal Highway Administration (FHWA).

These funds are required to be obligated by the end of the Federal Fiscal Year which ends on September 30, 2024. All required ARDOT submittals and required approvals for this project should be completed by August 15, 2024, to allow sufficient time to obligate the STBGP-A funds for this project.

Please note that STBGP-A projects "...must comply with applicable provisions in Title 23, such as project agreements, authorization to proceed prior to incurring costs, prevailing wage rates (Davis-Bacon), competitive bidding, and other contracting requirements, regardless of whether the projects are located within the right-of-way of a Federal-aid highway."

Training for this program is being provided by ARDOT **on September 12, 2023, from 10:00-11:30** at the NWARPC office. Please send the appropriate staff member(s).

Please let us know if you have any questions or need additional information regarding this program.

Sincerely,

Tim Conklin
Executive Director

Cc: Ms. Keli Wylie, ARDOT
Ms. Erica Adams, ARDOT
Mr. Travis Brooks, ARDOT
Mr. David Siskowski, ARDOT
Ms. Minghua Qiu Miller, ARDOT
Mr. Sunny Farmahan, ARDOT
Mr. Anthony Hunter, ARDOT
Mr. Chris Brown, Public Works Director
Mr. Paul Libertini, Staff Engineer

NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION
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June 6, 2024

Mayor Lioneld Jordan
City of Fayetteville
113 W Mountain
Fayetteville, AR 72701

Re: Millsap Rd/College Ave Inters Impvts & N Hemlock Ave Imrpvts (Job No. 040943) – Construction
NWARPC FFY 2025 Surface Transportation Block Grant Program – Attributable (STBGP-A)
Total NWARPC Federal Funds Awarded to Job 040943: $3,520,000

Dear Mayor Jordan:

I am pleased to inform you the Millsap Rd/College Ave Inters Impvts & N Hemlock Ave Imrpvts (Job No. 040943) was selected by the Northwest Arkansas Regional Planning Commission on May 22, 2024, for Federal Fiscal Year (FFY) 2025 NWARPC Surface Transportation Block Grant Program – Attributable (STBGP-A) funding.

The awarded FY2025 NWARPC STBGP-A funds and the required local match are shown below:

NWARPC STBGP-A	**$1,900,000 (80% Federal)**
City Match	**$ 475,000 (20% Local Match)**
Total	**$2,375,000**

The NWARPC STBGP-A funding is subject to an obligation limitation and the total available funds may change after final FFY 2025 funding is published by the Federal Highway Administration (FHWA).

These funds are required to be obligated by the end of the Federal Fiscal Year that ends on September 30, 2025. All required submittals to Arkansas Department of Transportation (ARDOT) and required approvals for this project should be completed by August 15, 2025, to allow sufficient time to obligate the STBGP-A funds for this project.

ARDOT administers the Local Public Agency (LPA) program, including oversight support for the federal-aid project delivery and applicable provisions in Title 23, U.S.C., and processes reimbursement requests for the NWARPC funding award. Please refer to the ARDOT Local Public Agency Project Manual for more information. Required training for this program is being provided by ARDOT **on Thursday, July 18, 2024, from 9:00 am to 10:00 am** at the NWARPC office. Please send the appropriate staff member(s).

Please let us know if you have any questions or need additional information regarding this program.

Sincerely,

Tim Conklin
Executive Director

Cc: David Siskowski, ARDOT
Minghua Qiu Miller, ARDOT
Carlos Meredith, ARDOT
Ashley Smith, ARDOT
Sunny Farmahan, ARDOT
Anthony Hunter, ARDOT
Chris Brown, Fayetteville Public Works Director/City Engineer
Paul Libertini, Fayetteville Staff Engineer
Matt Casey, Fayetteville Staff Engineer

NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION
1311 Clayton St., Springdale, Arkansas, 72762
• (479) 751 7125 • http://nwarpc.org

June 16, 2026

Mayor Molly Rawn
City of Fayetteville
113 W Mountain
Fayetteville, AR 72701

Re: Millsap Rd/College Ave Inters Impvts & N Hemlock Ave Impvts. (Job No. 040943) – Construction
NWARPC FFY 2027 Surface Transportation Block Grant Program – Attributable (STBGP-A)
Total NWARPC Federal Funds Awarded to Project to Date: $3,920,000

Dear Mayor Rawn:

I am pleased to inform you that the Millsap Rd/College Ave Inters Impvts & N Hemlock Ave Impvts. (Job No. 040943) was selected by the Northwest Arkansas Regional Planning Commission on May 27, 2026, for Federal Fiscal Year (FFY) 2027 NWARPC Surface Transportation Block Grant Program – Attributable (STBGP-A) funding.

The awarded FY2027 NWARPC STBGP-A funds and the required local match are shown below:

NWARPC STBGP-A	**$400,000**	**(80% Federal)**
City Match	**$100,000**	**(20% Local Match)**
Total	**$500,000**	

The NWARPC STBGP-A funding is subject to an obligation limitation and the total available funds may change after final FFY 2027 funding is published by the Federal Highway Administration (FHWA), subject to Congressional reauthorization and appropriation.

These funds are required to be obligated by the end of the Federal Fiscal Year that ends on September 30, 2027. All required submittals to the Arkansas Department of Transportation (ARDOT) and required approvals for this project should be completed by August 15, 2027, to allow sufficient time to obligate the STBGP-A funds for this project.

ARDOT administers the Local Public Agency (LPA) program, providing oversight for federal-aid project delivery and ensuring compliance with applicable provisions of Title 23, U.S.C. ARDOT also processes reimbursement requests for NWARPC funding awards. For more details, please refer to the ARDOT Local Public Agency Project Manual. Required training for this program will be conducted by ARDOT on **Thursday, August 20, 2026, from 8:30 a.m. to 9:30 a.m. at the NWARPC office**. Please ensure the appropriate staff member(s) attend.

Please let us know if you have any questions or need additional information regarding this program.

Sincerely,

Tim Conklin
Executive Director

Cc: David Siskowski, ARDOT
Minghua Qiu Miller, ARDOT
Whitnee V. Bullerwell, ARDOT
ARDOT LPA Staff
Sunny Farmahan, ARDOT
Anthony Hunter, ARDOT
Chris Brown, Fayetteville Public Works Director
Justin Bland, Fayetteville City Engineer
Paul Libertini, Fayetteville Staff Engineer

DOCUMENT 00500 – AGREEMENT

BETWEEN OWNER AND CONTRACTOR

Contract Name/Title: Millsap Rd./College Ave. Inters. Impvts. & N. Hemlock Ave Impvts.

Bid No.: 26-37, Construction

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2026 by and between The City of Fayetteville, Arkansas (which may hereinafter be called City) and APAC-Central, 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 of improvements to the intersection of Millsap Road/College Avenue and improvements to Hemlock Avenue in Fayetteville, Arkansas. The project is split into two separate packages consisting of approximately:

Package 1 will be constructed first and will consist of a 700 foot extension of N. Hemlock Avenue from Sain Street to Millsap Road. This new road connection will connect to the existing street stub out provided south of the recently completed roundabout on Sain Street and will become the new connection between Millsap and Sain Street as Front Street is disconnected. Improvements will consist of new curb and gutter, new sidewalk on the west side of the road, and new drainage infrastructure

Package 2 will be constructed second and will consist of improvements to the intersection that extends approximately 350 feet east and west of College Avenue. Left turn lanes will be added to the east and west bound legs of the intersection as well as, new curb and gutter, new sidewalks and pedestrian accommodations, new drainage infrastructure, and traffic signal modifications. To improve safety and traffic flow, Front Street will be disconnected from Millsap Road. There will also be some waterline relocation included in Package 2.

During Stage 1 construction of Package 2, AT&T will be on site to relocate and lower a portion of existing fiber duct bank that crosses Millsap, east of College Avenue. The total duration of this work is anticipated to be one week. Contractor shall coordinate with AT&T and their utility subcontractor for scheduling of this work in conjunction with excavating road subgrade, relocation of watermain, and installation of new storm drainage pipe.

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

Open burning is not allowed on City projects.

Blasting is not allowed on City projects.

Contractor shall obtain all permits required for the Work. Fees for City-issued permits shall be waived, but Contractor remains responsible for obtaining and paying for all non-City permits, licenses, approvals, inspections, and authorizations unless expressly stated otherwise in the Contract Documents.

The Contract includes work in City of Fayetteville Right-of-way and in General Utility Easements.

Refer to Section 00400-Bid Form for quantities.

ARTICLE 2 - ENGINEER

2.01 A portion of the Contract Documents associated with this Agreement 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 those Contract Documents it has prepared 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 300 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 360 calendar days after the date when the Contract Times commence to run.

3.03 LIQUIDATED DAMAGES:

A. The City of Fayetteville and Contractor recognize that time is of the essence of this Agreement and that the City will suffer financial loss (including, but not limited to, administrative costs, engineering costs, inspection costs, public inconvenience, disruption to City operations, and loss of use) 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 Three Thousand Dollars ($3,000.00) for each calendar day that expires after the time specified above in Paragraph 3.02 for Substantial Completion until the Work is Substantially Complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in Paragraph 3.02 for completion and readiness for final payment or any proper extension thereof granted by The City of Fayetteville, Contractor shall pay The City of Fayetteville Two Thousand Dollars ($2,000.00) 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 (BID FORM) 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.
2. Minor variations may be authorized in the form of Field Order as provided in the General Conditions and do not require formal contract amendments.

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. Nothing in this article shall be construed to waive Contractor's rights, if any, under the Contract Documents regarding differing or unforeseen site or subsurface conditions, concealed conditions, hazardous environmental conditions, or changes in the Work.

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 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.

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: Millsap Rd./College Ave. Inters. Impvts. & N. Hemlock Ave Impvts.
8. Addenda numbers 1 to 2 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.

B. ORDER OF PRECEDENCE:

In the event of a conflict, inconsistency, or ambiguity among the Contract Documents, the documents shall govern in the following order unless otherwise required by law: written amendments and change orders; this Agreement; Specifications; Drawings; Addenda; Supplementary Conditions; General Conditions; contractor's bid; and other exhibits.

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 itself and its 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 MUTUAL CONSTRUCTION:

A. The parties acknowledge and agree that this Agreement has been negotiated, reviewed, and mutually drafted by the parties, each of whom has had the opportunity to consult with legal counsel. Accordingly, no provision of this Agreement shall be

construed against either party on the basis that such party drafted or proposed the provision.

8.05 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.

8.06 DISPUTES:

A. This Agreement shall be governed by the laws of the State of Arkansas. Disputes shall be resolved in accordance with the provisions of Article 16 of the General Conditions. Venue for any legal action arising from this Agreement shall be in a court of competent jurisdiction in Washington County, Arkansas.

8.07 NO WAIVER:

A. Nothing in this Agreement or the Contract Documents shall be construed as a waiver of the City's sovereign immunity, defenses, limitations of liability, or protections available under Arkansas law.

8.08 FREEDOM OF INFORMATION ACT:

A. City contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act, Ark. Code Ann. § 25-19-101, et seq. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor shall promptly provide the documents in Contractor's possession that are responsive to the request as prescribed in the Arkansas Freedom of Information Act. Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

8.09 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' or 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 separate payment and performance bonds each in an amount equal to the amount of this contract. Any subcontractor or materials supplier may bring an action for non-payment of labor or material on the bond. The contractor shall notify every subcontractor and materials supplier for this project of this paragraph and obtain written acknowledgement of such notice before that subcontractor or supplier begins work or provides materials.

DOCUMENT 00500 – AGREEMENT (continued)

IN WITNESS WHEREOF, The City of Fayetteville and Contractor have signed this Agreement in quadruplicate. One counterpart each has been delivered to Contractor. 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 _____, 2026 which is the Effective Date of the Agreement.

CONTRACTOR: APAC-Central, Inc.

By: Murry Cline

(Type or legibly print)

(Signature)

Title: Vice President

CITY OF FAYETTEVILLE

By: Molly Rawn

(Signature)

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)

Attest _____

APAC - CENTRAL, INC. CORPORATE SEAL 1980 DELAWARE

(SEAL)

Attest _____

DOCUMENT 00500 – AGREEMENT (continued)

Address for giving notices

755 E Millsap Rd

Fayetteville, AR 72703

Address for giving notices

113 W. Mountain St.

Fayetteville, AR 72701

License No. 0011840427

Agent for Service of process

Murry Cline

(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

Docusign Envelope ID: FC82D248-59F2-469F-AB8B-DAC5D4437E0C

ACTION BY WRITTEN CONSENT
OF THE BOARD OF DIRECTORS
OF
APAC-CENTRAL, INC.

The undersigned, being all of the members of the Board of Directors of APAC-Central, Inc., a Delaware corporation (the "***Corporation***"), do hereby, pursuant to applicable Delaware statute, give this written consent to the taking of the following actions, such actions to have the same force and effect had a meeting been duly called and held:

RESOLVED, that effective February 25, 2026, all previous elections of officers are terminated, and the following persons be, and hereby are, elected to serve as officers of the Corporation (each individually, an ***"Officer"*** and collectively, the ***"Officers"***) in the capacities set forth opposite their respective names until such time as their successors shall be elected and qualified:

Brandon LeFevre	President
Murry E. Cline	Vice President/Secretary
Michael J. Dugan	Vice President/Assistant Secretary
Kristopher P. McClanahan	Vice President/Assistant Secretary
Michael J. Eshleman	Vice President/Assistant Secretary
Richard Neubert	Vice President/Assistant Secretary
Travis Morris	Treasurer
Brandon Beam	Assistant Secretary
David M. Toolan	Assistant Secretary
Tim P. George	Assistant Secretary

FURTHER RESOLVED, that the Officers be, and each of them hereby is, authorized to execute and deliver agreements, contracts, documents, certificates, and other instruments, under the seal of the Corporation if required, for the purpose of conducting the Corporation's business, including without limitation, selling products and securing construction work, and to take such other action, as they may deem necessary, advisable, convenient, or appropriate to carry out and fully perform duties incident to the office or offices so appointed, and such other duties as may be prescribed by the Board of Directors from time to time;

FURTHER RESOLVED, that effective February 25, 2026, previous appointments of authorized employees are terminated, and that the following persons be and each of them hereby is appointed to serve as an authorized employee of the Corporation (each individually, an ***"Authorized Employee"*** and collectively, the ***"Authorized Employees"***), which persons shall be authorized to execute and deliver such agreements, contracts, documents, certificates and other instruments, under the seal of the Corporation if required, for the purpose of conducting the Corporation's business including, without limitation, selling products and securing construction work:

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Brian A. Verkamp	Nick Burt
Darrin Beeson	David Foreman
Douglas Fronick	Douglas Luetjen
James Hawkins	Joshua W. Davis
Ted B. Craft	David L. Foster
Shannon Holley	

FURTHER RESOLVED, that the President of the Corporation may, from time to time, without further action by the Board of Directors, appoint other persons to serve as authorized employees, or remove any individuals from this capacity, and to direct those appointed to take such action, as he may deem necessary, advisable, convenient or appropriate to carry out and fully perform the duties incident to the office of President;

FURTHER RESOLVED, that the activities and operations of the Corporation may be carried on in any of the following manners or styles as may from time-to-time be deemed necessary or appropriate:

Arkhola Sand & Gravel Co.
McClinton-Anchor Co.
APAC-Central, Inc.

FURTHER RESOLVED, that all actions previously taken by any Officer or Authorized Employee of the Corporation appointed hereunder in his/her capacity as such Officer or Authorized Employee be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects as the authorized acts and deeds of the Corporation;

FURTHER RESOLVED, that each undersigned agrees that electronic signatures, whether digital or encrypted, of the Board of Directors are intended to authenticate this consent and to have the same force and effect as manual signatures. As used in the previous sentence, the term "electronic signatures" means any electronic sound, symbol or process attached to or logically associated with this consent and executed and adopted by a member of the Board of Directors with the intent to sign such consent, including, but not limited to, e-mail electronic signatures executed through DocuSign Services; and

FURTHER RESOLVED, that this Consent, following execution by the Board of Directors, be filed in appropriate order in the minute book of the Corporation.

Signed by:
9945E30E1BD4459...
Nathan Creech

Signed by:
53B0F66EAABD417...
Aylwyn Bryan

June 11, 2026

Mr. Paul Libertini, PE
City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

Re: Bid #26-37, Construction – Millsap Rd./College Ave. Inters. Impvts. & N. Hemlock Ave. Impvts. - Recommendation of Award

Dear Mr. Libertini:

Bids were received Wednesday, June 10, 2026 for the Millsap Rd./College Ave. Inters. Impvts. & N. Hemlock Ave. Impvts. project. A total of one bid was received from APAC-Central, Inc. with a total bid of $3,568,811.20.

A copy of the certified bid tabulation showing the completed bids is included for your reference. The engineer's opinion of probable construction cost for the project, prior to receipt of bids, was $3,321,479.75.

We have reviewed the Bidders Qualifications Statement submitted by APAC-Central, Inc. and based upon the information provided, we believe them to be qualified to successfully complete this project. Therefore, we recommend that the City award this contract to APAC-Central, Inc. in the bid amount of $3,568,811.20.

The contract documents require the furnishing of 100 percent performance and payment bonds prior to authorization of the Notice to Proceed. Completion of the project is to be within 360 days from the date of the issuance of the Notice to Proceed.

If you have any questions, please do not hesitate to contact us.

Sincerely,
BURNS & McDONNELL

Jonathan Ely, PE
Project Manager

enclosures

cc: Mr. Trevel Young – City of Fayetteville Procurement Agent
Mr. Kenny Fitch – City of Fayetteville Senior Procurement Agent
Mr. William Pattengill, PE – Burns & McDonnell Resident Project Representative

6576 Lynch's Prairie Cove, Suite B \ Springdale, AR 72762
O 479-384-5092 \ **C** 479-936-1833 \ burnsmcd.com

Certified Bid Tabulation
Bid 26-37, Construction - Millsap/College Intersection and
Hemlock Improvements
Bid Opening Date: June 10, 2026

CONTRACT				ENGINEER'S OPCC		APAC-CENTRAL, INC.	
ITEM NO.	ITEM DESCRIPTION	QTY.	PAY UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
	SCHEDULE A (BASE BID ITEMS)						
1.1	MOBILIZATION	1	LS	$ 151,500.00	$ 151,500.00	$ 145,000.00	$ 145,000.00
1.2	BONDS & INSURANCE	1	LS	$ 30,000.00	$ 30,000.00	$ 20,500.00	$ 20,500.00
1.3	TRENCH & EXCAVATION SAFETY	1	LS	$ 25,000.00	$ 25,000.00	$ 30,000.00	$ 30,000.00
SUBTOTAL CONSTRUCTION COST SCHEDULE A (BASE BID ITEMS)				**$**	**206,500.00**	**$**	**195,500.00**
	SCHEDULE B (PACKAGE 1 - HEMLOCK)						
2.1	ROADWAY CONSTRUCTION CONTROL	1	LS	$ 25,000.00	$ 25,000.00	$ 45,000.00	$ 45,000.00
2.2	CLEARING, GRUBBING, AND DEMOLITION	1	LS	$ 40,000.00	$ 40,000.00	$ 60,000.00	$ 60,000.00
2.3	UNCLASSIFIED EXCAVATION (PLAN QUANTITY)	1883	CY	$ 24.00	$ 45,192.00	$ 45.25	$ 85,205.75
2.4	EMBANKMENT (PLAN QUANTITY)	427	CY	$ 27.00	$ 11,529.00	$ 18.50	$ 7,899.50
2.5	SELECT EMBANKMENT (PLAN QUANTITY)	1468	CY	$ 32.00	$ 46,976.00	$ 39.00	$ 57,252.00
2.6	UNDERCUT AND BACKFILL (IF AND WHERE DIRECTED)	200	CY	$ 40.00	$ 8,000.00	$ 108.00	$ 21,600.00
2.7	ROCK EXCAVATION (ALLOWANCE)	10	CY	$ 500.00	$ 5,000.00	$ 580.00	$ 5,800.00
2.8	SUBGRADE PREPARATION	2218	SY	$ 3.00	$ 6,654.00	$ 3.60	$ 7,984.80
2.9	4" TOPSOIL PLACEMENT (SOD + SEEDING AREAS)	1552	SY	$ 6.00	$ 9,312.00	$ 5.90	$ 9,156.80
2.10	18" REINFORCED CONCRETE PIPE (CLASS III) UNDER PAVEMENT	51	LF	$ 200.00	$ 10,200.00	$ 170.00	$ 8,670.00
2.11	24" REINFORCED CONCRETE PIPE (CLASS III) - UNDER PAVEMENT	20	LF	$ 235.00	$ 4,700.00	$ 194.00	$ 3,880.00
2.12	18" REINFORCED CONCRETE PIPE (CLASS III)	58	LF	$ 175.00	$ 10,150.00	$ 120.00	$ 6,960.00
2.13	24" REINFORCED CONCRETE PIPE (CLASS III)	26	LF	$ 210.00	$ 5,460.00	$ 137.50	$ 3,575.00
2.14	18" R.C. FLARED END SECTION	1	EA	$ 1,950.00	$ 1,950.00	$ 1,250.00	$ 1,250.00
2.15	24" R.C. FLARED END SECTION	1	EA	$ 2,500.00	$ 2,500.00	$ 1,350.00	$ 1,350.00
2.16	4'X4' DROP INLETS (TYPE D2)	3	EA	$ 8,000.00	$ 24,000.00	$ 11,000.00	$ 33,000.00
2.17	4' DIA. DROP INLETS (TYPE D1)	2	EA	$ 9,000.00	$ 18,000.00	$ 11,100.00	$ 22,200.00
2.18	4' DROP INLET EXTENSION	2	EA	$ 3,100.00	$ 6,200.00	$ 2,225.00	$ 4,450.00
2.19	DRAINAGE STRUCTURE BACK OPENING	1	EA	$ 1,600.00	$ 1,600.00	$ 5,000.00	$ 5,000.00
2.20	CONCRETE FLUME	2	SY	$ 175.00	$ 350.00	$ 1,250.00	$ 2,500.00
2.21	LANDSCAPE ROCK DRAINAGE SWALE	60	LF	$ 100.00	$ 6,000.00	$ 55.50	$ 3,330.00
2.22	SCOUR TRANSITION MAT	32	SF	$ 60.00	$ 1,920.00	$ 30.00	$ 960.00
2.23	SELECT PIPE BACKFILL (CLASS 67)(IF AND WHERE DIRECTED)	50	CY	$ 110.00	$ 5,500.00	$ 109.50	$ 5,475.00
2.24	6" DEPTH AGGREGATE BASE COURSE	2218	SY	$ 35.00	$ 77,630.00	$ 13.30	$ 29,499.40
2.25	P.C.C. PAVEMENT (6" UNIFORM THICKNESS), INCLUDING MONOLITHIC CURB (TYPE A)	2032	SY	$ 250.00	$ 508,000.00	$ 173.00	$ 351,536.00
2.26	ASPHALT CONCRETE PATCHING FOR MAINTENANCE OF TRAFFIC	40	TON	$ 230.00	$ 9,200.00	$ 290.00	$ 11,600.00
2.27	U OF A PROPERTY - APRON (PAVERS)	185	SF	$ 150.00	$ 27,750.00	$ 66.75	$ 12,348.75
2.28	U OF A PROPERTY - MODIFIED CURB (2")	43	LF	$ 30.00	$ 1,290.00	$ 94.75	$ 4,074.25
2.29	U OF A PROPERTY- CONCRETE CURB AND GUTTER (TYPE A)	81	LF	$ 35.00	$ 2,835.00	$ 65.25	$ 5,285.25
2.30	U OF A PROPERTY - FLUSH CONCRETE HEADER	18	LF	$ 25.00	$ 450.00	$ 125.00	$ 2,250.00
2.31	U OF A PROPERTY - 8" DEPTH AGGREGATE BASE	162	SY	$ 35.00	$ 5,670.00	$ 57.00	$ 9,234.00
2.32	U OF A PROPERTY - 3" THICKNESS ACHM SURFACE COURSE	23	TON	$ 200.00	$ 4,600.00	$ 275.00	$ 6,325.00
2.33	U OF A PROPERTY - PRIME COAT	136	SY	$ 18.00	$ 2,448.00	$ 4.75	$ 646.00
2.34	U OF A PROPERTY - 6" CONCRETE SIDEWALK THRU DRIVEWAY	21	SY	$ 80.00	$ 1,680.00	$ 178.00	$ 3,738.00
2.35	U OF A PROPERTY - CONCRETE SIDEWALK WITH TURN DOWN EDGE (MATCH EXISTING)	8	SY	$ 70.00	$ 560.00	$ 680.00	$ 5,440.00
2.36	U OF A PROPERTY - RELOCATE LIGHT POLE	1	EA	$ 3,500.00	$ 3,500.00	$ 11,625.00	$ 11,625.00
2.37	U OF A PROPERTY - CHAIN LINK SECURITY FENCE	35	LF	$ 50.00	$ 1,750.00	$ 110.00	$ 3,850.00
2.38	4" THICK CONCRETE SIDEWALK	477	SY	$ 100.00	$ 47,700.00	$ 82.00	$ 39,114.00
2.39	SOLID SOD	1552	SY	$ 15.00	$ 23,280.00	$ 4.65	$ 7,216.80
2.40	ADDITIONAL WATERING	1	MG	$ 90.00	$ 90.00	$ 545.00	$ 545.00
2.41	4" PAVEMENT MARKING (THERMOPLASTIC)	80	LF	$ 2.00	$ 160.00	$ 3.30	$ 264.00
2.42	6" PAVEMENT MARKING (THERMOPLASTIC)	1150	LF	$ 2.50	$ 2,875.00	$ 3.55	$ 4,082.50
2.43	24" PAVEMENT MARKING (THERMOPLASTIC)	20	LF	$ 25.00	$ 500.00	$ 21.90	$ 438.00
2.44	STREET SIGN INSTALLATION	6	EA	$ 350.00	$ 2,100.00	$ 382.50	$ 2,295.00
2.45	EROSION CONTROL	1	LS	$ 20,000.00	$ 20,000.00	$ 11,675.00	$ 11,675.00
2.46	TRAFFIC CONTROL AND MAINTENANCE	1	LS	$ 10,000.00	$ 10,000.00	$ 96,000.00	$ 96,000.00
2.47	AGGREGATE BASE FOR ROADWAY MAINTENANCE	20	TON	$ 60.00	$ 1,200.00	$ 114.50	$ 2,290.00
2.48	CAST-IN-PLACE DETECTABLE WARNING PANEL	25	SF	$ 60.00	$ 1,500.00	$ 25.15	$ 628.75
2.49	HANDICAP ACCESS RAMP	23	SY	$ 120.00	$ 2,760.00	$ 257.25	$ 5,916.75
2.50	TREE PROTECTION FENCING	200	LF	$ 5.00	$ 1,000.00	$ 5.00	$ 1,000.00
SUBTOTAL CONSTRUCTION COST SCHEDULE B (PACKAGE 1 - HEMLOCK)				**$**	**1,056,721.00**	**$**	**1,031,416.30**
	SCHEDULE C (PACKAGE 2 - MILLSAP)						
3.1	ROADWAY CONSTRUCTION CONTROL	1	LS	$ 35,000.00	$ 35,000.00	$ 65,000.00	$ 65,000.00
3.2	CLEARING, GRUBBING, AND DEMOLITION	1	LS	$ 45,000.00	$ 45,000.00	$ 105,000.00	$ 105,000.00
3.3	UNCLASSIFIED EXCAVATION (PLAN QUANTITY)	1000	CY	$ 24.00	$ 24,000.00	$ 121.50	$ 121,500.00
3.4	EMBANKMENT (PLAN QUANTITY)	320	CY	$ 27.00	$ 8,640.00	$ 24.75	$ 7,920.00
3.5	SELECT EMBANKMENT (PLAN QUANTITY)	2150	CY	$ 32.00	$ 68,800.00	$ 40.60	$ 87,290.00
3.6	UNDERCUT AND BACKFILL (IF AND WHERE DIRECTED)	100	CY	$ 40.00	$ 4,000.00	$ 150.00	$ 15,000.00
3.7	ROCK EXCVATION (ALLOWANCE)	10	CY	$ 500.00	$ 5,000.00	$ 580.00	$ 5,800.00
3.8	SUBGRADE PREPARATION	2475	SY	$ 3.00	$ 7,425.00	$ 6.40	$ 15,840.00
3.9	4" TOPSOIL PLACEMENT	1850	SY	$ 6.00	$ 11,100.00	$ 5.90	$ 10,915.00
3.10	18" REINFORCED CONCRETE PIPE (CLASS III) - UNDER PAVEMENT	90	LF	$ 200.00	$ 18,000.00	$ 120.00	$ 10,800.00
3.11	23"X14" HERCP (CLASS III) - UNDER PAVEMENT	184	LF	$ 300.00	$ 55,200.00	$ 151.50	$ 27,876.00
3.12	24" REINFORCED CONCRETE PIPE (CLASS III) - UNDER PAVEMENT	23	LF	$ 235.00	$ 5,405.00	$ 148.50	$ 3,415.50
3.13	18" REINFORCED CONCRETE PIPE (CLASS III)	111	LF	$ 175.00	$ 19,425.00	$ 125.25	$ 13,902.75
3.14	24" REINFORCED CONCRETE PIPE (CLASS III)	23	LF	$ 210.00	$ 4,830.00	$ 148.50	$ 3,415.50
3.15	24" R.C. FLARED END SECTION	1	EA	$ 2,500.00	$ 2,500.00	$ 1,350.00	$ 1,350.00
3.16	4'X4' DROP INLETS (TYPE D2)	4	EA	$ 8,000.00	$ 32,000.00	$ 10,000.00	$ 40,000.00
3.17	5'X5' JUNCTION BOXES (TYPE D4)	1	EA	$ 9,000.00	$ 9,000.00	$ 13,500.00	$ 13,500.00

Continues Next Page

Certified Bid Tabulation
Bid 26-37, Construction - Millsap/College Intersection and
Hemlock Improvements
Bid Opening Date: June 10, 2026

ITEM NO.	ITEM DESCRIPTION	QTY.	PAY UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
	CONTRACT			ENGINEER'S OPCC		APAC-CENTRAL, INC.	
ITEM NO.	ITEM DESCRIPTION	QTY.	PAY UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
3.18	4' DROP INLET EXTENSION	2	EA	$ 3,100.00	$ 6,200.00	$ 1,600.00	$ 3,200.00
3.19	8' DROP INLET EXTENSION	2	EA	$ 4,600.00	$ 9,200.00	$ 3,000.00	$ 6,000.00
3.20	DRAINAGE STRUCTURE BACK OPENING (SP #6)	1	EA	$ 1,350.00	$ 1,350.00	$ 5,000.00	$ 5,000.00
3.21	CONRETE FLUME (SP #7)	10	SY	$ 175.00	$ 1,750.00	$ 360.00	$ 3,600.00
3.22	SELECT PIPE BACKFILL (CLASS 67)(IF AND WHERE DIRECTED) (SP #8)	50	CY	$ 110.00	$ 5,500.00	$ 110.00	$ 5,500.00
3.23	PRIME COAT	2825	SY	$ 17.50	$ 49,437.50	$ 4.60	$ 12,995.00
3.24	2" ASPHALT CONCRETE HOT MIX SURFACE COURSE (ACHMSC)	360	TON	$ 210.00	$ 75,600.00	$ 195.00	$ 70,200.00
3.25	4" ASPHALT CONCRETE HOT MIX BINDER COURSE (ACHMBC)	550	TON	$ 180.00	$ 99,000.00	$ 175.00	$ 96,250.00
3.26	5" ASPHALT CONCRETE HOT MIX BASE COURSE (ACHMBC)	815	TON	$ 160.00	$ 130,400.00	$ 145.00	$ 118,175.00
3.27	ASPHALT CONCRETE PATCHING FOR MAINTENANCE OF TRAFFIC	40	TON	$ 230.00	$ 9,200.00	$ 460.00	$ 18,400.00
3.28	PORTLAND CEMENT CONCRETE BASE (4" UNIFORM THICKNESS) (ARDOT 308)	68	SY	$ 140.00	$ 9,520.00	$ 120.00	$ 8,160.00
3.29	PORTLAND CEMENT CONCRETE BASE (5" UNIFORM THICKNESS) (ARDOT 309)	120	SY	$ 150.00	$ 18,000.00	$ 140.00	$ 16,800.00
3.30	CONCRETE CURB AND GUTTER (TYPE A)	1545	LF	$ 30.00	$ 46,350.00	$ 47.25	$ 73,001.25
3.31	4" THICK CONCRETE SIDEWALK	712	SY	$ 100.00	$ 71,200.00	$ 91.00	$ 64,792.00
3.32	CONCRETE PEDESTRIAN REFUGE ISLANDS (SP #9)	41	SY	$ 225.00	$ 9,225.00	$ 300.00	$ 12,300.00
3.33	CONCRETE DRIVEWAY APRONS	365	SY	$ 170.00	$ 62,050.00	$ 115.50	$ 42,157.50
3.34	ASPHALT DRIVEWAY	295	SY	$ 40.00	$ 11,800.00	$ 60.00	$ 17,700.00
3.35	SOLID SOD	1850	SY	$ 15.00	$ 27,750.00	$ 4.65	$ 8,602.50
3.36	ADDITIONAL WATERING	1	MG	$ 90.00	$ 90.00	$ 550.00	$ 550.00
3.37	6" PAVEMENT MARKING (THERMOPLASTIC)	3278	LF	$ 2.50	$ 8,195.00	$ 4.95	$ 16,226.10
3.38	8" PAVEMENT MARKING (THERMOPLASTIC)	280	LF	$ 5.00	$ 1,400.00	$ 6.00	$ 1,680.00
3.39	10" PAVEMENT MARKING (THERMOPLASTIC)	318	LF	$ 10.00	$ 3,180.00	$ 13.10	$ 4,165.80
3.40	24" PAVEMENT MARKING (THERMOPLASTIC)	510	LF	$ 25.00	$ 12,750.00	$ 27.35	$ 13,948.50
3.41	PAVEMENT SYMBOLS (THERMOPLASTIC)	22	EA	$ 575.00	$ 12,650.00	$ 545.00	$ 11,990.00
3.42	PAVEMENT MARKING REMOVAL	250	SF	$ 20.00	$ 5,000.00	$ 2.20	$ 550.00
3.43	STREET SIGN INSTALLATION	17	EA	$ 350.00	$ 5,950.00	$ 382.50	$ 6,502.50
3.44	EROSION CONTROL	1	LS	$ 10,000.00	$ 10,000.00	$ 7,225.00	$ 7,225.00
3.45	TRAFFIC CONTROL AND MAINTENANCE	1	LS	$ 100,000.00	$ 100,000.00	$ 150,000.00	$ 150,000.00
3.46	AGGREGATE BASE FOR ROADWAY MAINTENANCE	80	TON	$ 60.00	$ 4,800.00	$ 41.50	$ 3,320.00
3.47	PORTABLE CHANGEABLE MESSAGE SIGN	1825	DAY	$ 25.00	$ 45,625.00	$ 27.25	$ 49,731.25
3.48	CAST-IN-PLACE DETECTABLE WARNING PANEL	160	SF	$ 60.00	$ 9,600.00	$ 22.30	$ 3,568.00
3.49	HANDICAP ACCESS RAMP	50	SY	$ 120.00	$ 6,000.00	$ 252.50	$ 12,625.00
3.50	PROJECT SIGNS	4	EA	$ 1,500.00	$ 6,000.00	$ 985.00	$ 3,940.00
3.51	COLD MILLING PAVEMENT	660	SY	$ 30.00	$ 19,800.00	$ 19.60	$ 12,936.00
3.52	GRAVITY BLOCK RETAINING WALL (SP #10)	745	SF	$ 185.00	$ 137,825.00	$ 82.25	$ 61,276.25
3.53	REMOVE AND REPLACE TREES (SP #11)	7	EA	$ 750.00	$ 5,250.00	$ 630.00	$ 4,410.00
3.54	IRRIGATION SYSTEM ADJUSTMENT (SP #12)	1	LS	$ 5,000.00	$ 5,000.00	$ 7,100.00	$ 7,100.00
3.55	TREE PROTECTION FENCING	200	LF	$ 5.00	$ 1,000.00	$ 5.00	$ 1,000.00
3.56	McCAIN ATC eX2 NEMA CONTROLLER TS2-TYPE 2 (SP #17 & ARDOT 701)	1	EA	$ 42,000.00	$ 42,000.00	$ 50,500.00	$ 50,500.00
3.57	SHIREEN ITEM #DC-1021, CAT 5E VIDEO CABLE OR EQUAL (SHIELDED) (SP #18)	1045	LF	$ 5.50	$ 5,747.50	$ 2.45	$ 2,560.25
3.58	EMERGENCY VEHICLE PREEMPTION SYSTEM RELOCATION (SP #33)	2	EA	$ 9,000.00	$ 18,000.00	$ 2,350.00	$ 4,700.00
3.59	TESCO CLASS 22 BBS (BATTERY BACKUP SYSTEM) (SP #19)	1	EA	$ 24,000.00	$ 24,000.00	$ 22,820.00	$ 22,820.00
3.60	TRAFFIC SIGNAL HEAD, LED, (3 SECTION, 1 WAY) (SP #20 & ARDOT 706)	9	EA	$ 1,450.00	$ 13,050.00	$ 1,760.00	$ 15,840.00
3.61	TRAFFIC SIGNAL HEAD, LED, (4 SECTION, 1 WAY) (SP #20 & ARDOT 706)	3	EA	$ 1,750.00	$ 5,250.00	$ 2,615.00	$ 7,845.00
3.62	POLARA iCCU-S2 (INTELLIGENT CENTRAL CONTROL UNIT - SHELF MOUNT) INCLUDES BIU CAPABILITY (SP #31 & ARDOT 707)	1	EA	$ 6,500.00	$ 6,500.00	$ 5,525.00	$ 5,525.00
3.63	POLARA iNS2 3TN0-B, 9x15 APS PUSHBUTTON STATION (BLACK) (SP #31 & ARDOT 707)	8	EA	$ 1,950.00	$ 15,600.00	$ 1,650.00	$ 13,200.00
3.64	EAGLE 16" COUNTDOWN PEDESTRIAN SIGNAL HEAD (LED) (ALUMINUM) (SP #22 & ARDOT 707)	8	EA	$ 1,750.00	$ 14,000.00	$ 1,355.00	$ 10,840.00
3.65	TRAFFIC SIGNAL CABLE (5C/12 A.W.G.) (ARDOT 708)	1460	LF	$ 5.50	$ 8,030.00	$ 4.40	$ 6,424.00
3.66	TRAFFIC SIGNAL CABLE (5C/14 A.W.G.) (ARDOT 708)	1600	LF	$ 6.00	$ 9,600.00	$ 5.50	$ 8,800.00
3.67	TRAFFIC SIGNAL CABLE (7C/14 A.W.G.) (ARDOT 708)	260	LF	$ 6.25	$ 1,625.00	$ 7.65	$ 1,989.00
3.68	TRAFFIC SIGNAL CABLE (20C/14 A.W.G.) (ARDOT 708)	800	LF	$ 9.00	$ 7,200.00	$ 13.10	$ 10,480.00
3.69	ELECTRICAL CONDUCTORS-IN-CONDUIT (1C/8 A.W.G., E.G.C.) (SP #23)	940	LF	$ 3.00	$ 2,820.00	$ 2.75	$ 2,585.00
3.70	ELECTRICAL CONDUCTORS-IN-CONDUIT (1C/12 A.W.G., E.G.C.) (SP #23)	220	LF	$ 2.00	$ 440.00	$ 1.85	$ 407.00
3.71	ELECTRICAL CONDUCTORS-IN-CONDUIT (2C/6 A.W.G.) (SP #23)	220	LF	$ 6.00	$ 1,320.00	$ 7.50	$ 1,650.00
3.72	ELECTRICAL CONDUCTORS FOR LUMINAIRES (SP #29)	805	LF	$ 3.75	$ 3,018.75	$ 3.15	$ 2,535.75
3.73	GALVANIZED STEEL CONDUIT (2") (ARDOT 709)	20	LF	$ 65.00	$ 1,300.00	$ 89.00	$ 1,780.00
3.74	NON-METALLIC CONDUIT (2") (ARDOT 710)	295	LF	$ 35.00	$ 10,325.00	$ 46.50	$ 13,717.50
3.75	NON-METALLIC CONDUIT (3") (ARDOT 710)	600	LF	$ 50.00	$ 30,000.00	$ 62.30	$ 37,380.00
3.76	CONCRETE PULL BOX (TYPE 2) (ARDOT SS & 711)	5	EA	$ 2,000.00	$ 10,000.00	$ 2,225.00	$ 11,125.00
3.77	CONCRETE PULL BOX (TYPE 3) (ARDOT SS & 711)	1	EA	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00
3.78	CONCRETE PULL BOX (TYPE 2 HD) (ARDOT SS & 711)	2	EA	$ 2,300.00	$ 4,600.00	$ 2,400.00	$ 4,800.00
3.79	CONCRETE PULL BOX (TYPE 3 HD) (ARDOT SS & 711)	1	EA	$ 2,700.00	$ 2,700.00	$ 2,725.00	$ 2,725.00
3.80	TRAFFIC SIGNAL PEDESTAL POLE WITH FOUNDATION (ARDOT SS & 711)	6	EA	$ 9,000.00	$ 54,000.00	$ 4,500.00	$ 27,000.00
3.81	TRAFFIC SIGNAL MAST ARM AND POLE WITH FOUNDATION (42') (ARDOT SS & 714)	3	EA	$ 45,000.00	$ 135,000.00	$ 43,000.00	$ 129,000.00
3.82	AUTOBAHN SERIES ATBM P40 LED LUMINAIRE ASSEMBLY (SP #24)	4	EA	$ 1,500.00	$ 6,000.00	$ 1,500.00	$ 6,000.00
3.83	SERVICE POINT ASSEMBLY (2 CIRCUITS) (SP #25)	1	EA	$ 8,200.00	$ 8,200.00	$ 5,500.00	$ 5,500.00
3.84	REMOVAL OF TRAFFIC SIGNAL EQUIPMENT (SP #26)	1	LS	$ 17,000.00	$ 17,000.00	$ 5,500.00	$ 5,500.00
3.85	18" STREET NAME SIGN (SP #27)	4	EA	$ 1,500.00	$ 6,000.00	$ 950.00	$ 3,800.00
3.86	VIDEO DETECTOR RELOCATION (ARDOT 733)	2	EA	$ 650.00	$ 1,300.00	$ 820.00	$ 1,640.00
3.87	VIDEO DETECTOR ROTATION (SP #28)	4	EA	$ 500.00	$ 2,000.00	$ 820.00	$ 3,280.00
3.88	ITERIS VANTAGE NEXT VIDEO DETECTOR (SP #18 & ARDOT 733)	2	EA	$ 6,500.00	$ 13,000.00	$ 5,100.00	$ 10,200.00
3.89	ITERIS VANTAGE VECTOR HYBRID DETECTOR (SP #18 & ARDOT 733)	2	EA	$ 14,000.00	$ 28,000.00	$ 11,500.00	$ 23,000.00
3.90	INVID TECH, IMHD-10, HDMI VIDEO MONITOR (SP #18 & ARDOT 733)	1	EA	$ 1,950.00	$ 1,950.00	$ 1,600.00	$ 1,600.00

Continues Next Page

Certified Bid Tabulation
Bid 26-37, Construction - Millsap/College Intersection and
Hemlock Improvements
Bid Opening Date: June 10, 2026

ITEM NO.	ITEM DESCRIPTION	QTY.	PAY UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
	CONTRACT			**ENGINEER'S OPCC**		**APAC-CENTRAL, INC.**	
ITEM NO.	**ITEM DESCRIPTION**	**QTY.**	**PAY UNIT**	**UNIT PRICE**	**TOTAL**	**UNIT PRICE**	**TOTAL**
3.91	ITERIS VANTAGE NEXT SHELF-MOUNT CCU (SP #18 & ARDOT 733)	1	EA	$ 8,500.00	$ 8,500.00	$ 56,000.00	$ 56,000.00
3.92	RELOCATION OF TRAFFIC SIGNAL HEAD (SP #21)	1	EA	$ 550.00	$ 550.00	$ 550.00	$ 550.00
SUBTOTAL CONSTRUCTION COST SCHEDULE C (PACKAGE 2 - MILLSAP)				**$**	**1,920,098.75**	**$**	**2,019,900.90**
	SCHEDULE D (WATER AND SEWER RELOCATION)						
4.1	CONSTRUCTION CONTROL AND LAYOUT	1	LS	$ 10,000.00	$ 10,000.00	$ 70,000.00	$ 70,000.00
4.2	6" DIA. WATER LINE (AWWA C900 DR14)	20	LF	$ 140.00	$ 2,800.00	$ 306.00	$ 6,120.00
4.3	8" DIA. WATER LINE (AWWA C900 DR14)	222	LF	$ 160.00	$ 35,520.00	$ 316.00	$ 70,152.00
4.4	TAPPING SLEEVE AND VALVE (8"X8")	1	EA	$ 8,500.00	$ 8,500.00	$ 14,000.00	$ 14,000.00
4.5	6" GATE VALVE	1	EA	$ 2,150.00	$ 2,150.00	$ 5,050.00	$ 5,050.00
4.6	8" GATE VALVE	2	EA	$ 2,800.00	$ 5,600.00	$ 6,500.00	$ 13,000.00
4.7	FIRE HYDRANT ASSEMBLY INSTALLED COMPLETE	1	EA	$ 7,600.00	$ 7,600.00	$ 23,500.00	$ 23,500.00
4.8	SINGLE WATER METER INSTALLED COMPLETE	2	EA	$ 3,000.00	$ 6,000.00	$ 9,100.00	$ 18,200.00
4.9	DOUBLE WATER METER INSTALLED COMPLETE	1	EA	$ 3,500.00	$ 3,500.00	$ 16,500.00	$ 16,500.00
4.10	DUCTILE IRON FITTINGS	164	LBS	$ 22.50	$ 3,690.00	$ 48.00	$ 7,872.00
4.11	CUT & CAP ABANDON EXISTING WATERLINE (6")	2	EA	$ 8,000.00	$ 16,000.00	$ 4,675.00	$ 9,350.00
4.12	FIRE HYDRANT ASSEMBLY REMOVAL	1	EA	$ 1,500.00	$ 1,500.00	$ 3,300.00	$ 3,300.00
4.13	2" DIA COATED COPPER PIPE AND FITTINGS	80	LF	$ 60.00	$ 4,800.00	$ 105.00	$ 8,400.00
4.14	8" DIA. REMOVE CLAY PIPE AND REPLACE WITH PVC	20	LF	$ 350.00	$ 7,000.00	$ 550.00	$ 11,000.00
4.15	16" DIAMETER STEEL CASING WITH W/MECHANICAL LINK END SEALS AND SPACERS (DIRECT BURY)	10	LF	$ 320.00	$ 3,200.00	$ 775.00	$ 7,750.00
4.16	SANITARY SEWER MANHOLE - REMOVE CONE, LOWER TO GRADE	2	EA	$ 2,500.00	$ 5,000.00	$ 4,500.00	$ 9,000.00
4.17	SANITARY SEWER MANHOLE - ADJUST RING TO GRADE	2	EA	$ 1,000.00	$ 2,000.00	$ 2,500.00	$ 5,000.00
4.18	FLOWABLE FILL - ABANDON 8" WATERLINE UNDER ROADWAY	410	LF	$ 30.00	$ 12,300.00	$ 45.00	$ 18,450.00
4.19	UTILITY ADJUSTMENT - WATER VALVE / METER	2	EA	$ 500.00	$ 1,000.00	$ 2,675.00	$ 5,350.00
SUBTOTAL CONSTRUCTION COST SCHEDULE D (WATER AND SEWER RELOCATION)				**$**	**138,160.00**	**$**	**321,994.00**
TOTAL BID (SUBTOTAL CONSTRUCTION COSTS OF SCHEDULE A + B + C + D)				**$**	**3,321,479.75**	**$**	**3,568,811.20**

Certified Correct: _____

Date: 6/11/2026

CITY OF FAYETTEVILLE ARKANSAS

BID TABULATION

Bid 26-37, Construction - Millsap/College Intersection & Hemlock Improvements

Deadline: Wednesday, June 10, 2026 at 2:00 PM

Certification of Funds: $4,900,000 *($6,125,000 maximum allowed)*

				APAC-Central, Inc.	
		Total		$3,568,811.20	
Line #	Description	QTY	UOM	Unit	Extended
1	**PACKAGE A - BASE BID ITEMS**				**$195,500.00**
1.1	MOBILIZATION	1	LS	$145,000.00	$145,000.00
1.2	BONDS & INSURANCE	1	LS	$20,500.00	$20,500.00
1.3	TRENCH & EXCAVATION SAFETY	1	LS	$30,000.00	$30,000.00
2	**PACKAGE B - HEMLOCK**				**$1,031,416.30**
2.1	ROADWAY CONSTRUCTION CONTROL	1	LS	$45,000.00	$45,000.00
2.2	CLEARING, GRUBBING, AND DEMOLITION	1	LS	$60,000.00	$60,000.00
2.3	UNCLASSIFIED EXCAVATION (PLAN QUANTITY)	1883	CY	$45.25	$85,205.75
2.4	EMBANKMENT (PLAN QUANTITY)	427	CY	$18.50	$7,899.50
2.5	SELECT EMBANKMENT (PLAN QUANTITY)	1468	CY	$39.00	$57,252.00
2.6	UNDERCUT AND BACKFILL (IF AND WHERE DIRECTED)	200	CY	$108.00	$21,600.00
2.7	ROCK EXCAVATION (ALLOWANCE)	10	CY	$580.00	$5,800.00
2.8	SUBGRADE PREPARATION	2218	SY	$3.60	$7,984.80
2.9	4" TOPSOIL PLACEMENT (SOD + SEEDING AREAS)	1552	SY	$5.90	$9,156.80
2.10	18" REINFORCED CONCRETE PIPE (CLASS III) UNDER PAVEMENT	51	LF	$170.00	$8,670.00
2.11	24" REINFORCED CONCRETE PIPE (CLASS III) - UNDER PAVEMENT	20	LF	$194.00	$3,880.00
2.12	18" REINFORCED CONCRETE PIPE (CLASS III)	58	LF	$120.00	$6,960.00
2.13	24" REINFORCED CONCRETE PIPE (CLASS III)	26	LF	$137.50	$3,575.00
2.14	18" R.C. FLARED END SECTION	1	EA	$1,250.00	$1,250.00
2.15	24" R.C. FLARED END SECTION	1	EA	$1,350.00	$1,350.00
2.16	4'X4' DROP INLETS (TYPE D2)	3	EA	$11,000.00	$33,000.00
2.17	4' DIA. DROP INLETS (TYPE D1)	2	EA	$11,100.00	$22,200.00
2.18	4' DROP INLET EXTENSION	2	EA	$2,225.00	$4,450.00
2.19	DRAINAGE STRUCTURE BACK OPENING	1	EA	$5,000.00	$5,000.00
2.20	CONCRETE FLUME	2	SY	$1,250.00	$2,500.00
2.21	LANDSCAPE ROCK DRAINAGE SWALE	60	LF	$55.50	$3,330.00
2.22	SCOUR TRANSITION MAT	32	SF	$30.00	$960.00
2.23	SELECT PIPE BACKFILL (CLASS 67)(IF AND WHERE DIRECTED)	50	CY	$109.50	$5,475.00
2.24	6" DEPTH AGGREGATE BASE COURSE	2218	SY	$13.30	$29,499.40
2.25	P.C.C. PAVEMENT (6" UNIFORM THICKNESS), INCLUDING MONOLITHIC CURB (TYPE A)	2032	SY	$173.00	$351,536.00
2.26	ASPHALT CONCRETE PATCHING FOR MAINTENANCE OF TRAFFIC	40	TON	$290.00	$11,600.00
2.27	U OF A PROPERTY - APRON (PAVERS)	185	SF	$66.75	$12,348.75
2.28	U OF A PROPERTY - MODIFIED CURB (2")	43	LF	$94.75	$4,074.25
2.29	U OF A PROPERTY- CONCRETE CURB AND GUTTER (TYPE A)	81	LF	$65.25	$5,285.25
2.30	U OF A PROPERTY - FLUSH CONCRETE HEADER	18	LF	$125.00	$2,250.00
2.31	U OF A PROPERTY - 8" DEPTH AGGREGATE BASE	162	SY	$57.00	$9,234.00
2.32	U OF A PROPERTY - 3" THICKNESS ACHM SURFACE COURSE	23	TON	$275.00	$6,325.00
2.33	U OF A PROPERTY - PRIME COAT	136	SY	$4.75	$646.00
2.34	U OF A PROPERTY - 6" CONCRETE SIDEWALK THRU DRIVEWAY	21	SY	$178.00	$3,738.00
2.35	U OF A PROPERTY - CONCRETE SIDEWALK WITH TURN DOWN EDGE (MATCH EXISTING)	8	SY	$680.00	$5,440.00
2.36	U OF A PROPERTY - RELOCATE LIGHT POLE	1	EA	$11,625.00	$11,625.00
2.37	U OF A PROPERTY - CHAIN LINK SECURITY FENCE	35	LF	$110.00	$3,850.00
2.38	4" THICK CONCRETE SIDEWALK	477	SY	$82.00	$39,114.00
2.39	SOLID SOD	1552	SY	$4.65	$7,216.80
2.40	ADDITIONAL WATERING	1	MG	$545.00	$545.00
2.41	4" PAVEMENT MARKING (THERMOPLASTIC)	80	LF	$3.30	$264.00
2.42	6" PAVEMENT MARKING (THERMOPLASTIC)	1150	LF	$3.55	$4,082.50
2.43	24" PAVEMENT MARKING (THERMOPLASTIC)	20	LF	$21.90	$438.00
2.44	STREET SIGN INSTALLATION	6	EA	$382.50	$2,295.00
2.45	EROSION CONTROL	1	LS	$11,675.00	$11,675.00
2.46	TRAFFIC CONTROL AND MAINTENANCE	1	LS	$96,000.00	$96,000.00
2.47	AGGREGATE BASE FOR ROADWAY MAINTENANCE	20	TON	$114.50	$2,290.00
2.48	CAST-IN-PLACE DETECTABLE WARNING PANEL	25	SF	$25.15	$628.75
2.49	HANDICAP ACCESS RAMP	23	SY	$257.25	$5,916.75
2.50	TREE PROTECTION FENCING	200	LF	$5.00	$1,000.00

3	PACKAGE C - MILLSAP				$2,019,900.90
3.1	ROADWAY CONSTRUCTION CONTROL	1	LS	$65,000.00	$65,000.00
3.2	CLEARING, GRUBBING, AND DEMOLITION	1	LS	$105,000.00	$105,000.00
3.3	UNCLASSIFIED EXCAVATION (PLAN QUANTITY)	1000	CY	$121.50	$121,500.00
3.4	EMBANKMENT (PLAN QUANTITY)	320	CY	$24.75	$7,920.00
3.5	SELECT EMBANKMENT (PLAN QUANTITY)	2150	CY	$40.60	$87,290.00
3.6	UNDERCUT AND BACKFILL (IF AND WHERE DIRECTED)	100	CY	$150.00	$15,000.00
3.7	ROCK EXCVATION (ALLOWANCE)	10	CY	$580.00	$5,800.00
3.8	SUBGRADE PREPARATION	2475	SY	$6.40	$15,840.00
3.9	4" TOPSOIL PLACEMENT	1850	SY	$5.90	$10,915.00
3.10	18" REINFORCED CONCRETE PIPE (CLASS III) - UNDER PAVEMENT	90	LF	$120.00	$10,800.00
3.11	23"X14" HERCP (CLASS III) - UNDER PAVEMENT	184	LF	$151.50	$27,876.00
3.12	24" REINFORCED CONCRETE PIPE (CLASS III) - UNDER PAVEMENT	23	LF	$148.50	$3,415.50
3.13	18" REINFORCED CONCRETE PIPE (CLASS III)	111	LF	$125.25	$13,902.75
3.14	24" REINFORCED CONCRETE PIPE (CLASS III)	23	LF	$148.50	$3,415.50
3.15	24" R.C. FLARED END SECTION	1	EA	$1,350.00	$1,350.00
3.16	4'X4' DROP INLETS (TYPE D2)	4	EA	$10,000.00	$40,000.00
3.17	5'X5' JUNCTION BOXES (TYPE D4)	1	EA	$13,500.00	$13,500.00
3.18	4' DROP INLET EXTENSION	2	EA	$1,600.00	$3,200.00
3.19	8' DROP INLET EXTENSION	2	EA	$3,000.00	$6,000.00
3.20	DRAINAGE STRUCTURE BACK OPENING (SP #6)	1	EA	$5,000.00	$5,000.00
3.21	CONRETE FLUME (SP #7)	10	SY	$360.00	$3,600.00
3.22	SELECT PIPE BACKFILL (CLASS 67)(IF AND WHERE DIRECTED) (SP #8)	50	CY	$110.00	$5,500.00
3.23	PRIME COAT	2825	SY	$4.60	$12,995.00
3.24	2" ASPHALT CONCRETE HOT MIX SURFACE COURSE (ACHMSC)	360	TON	$195.00	$70,200.00
3.25	4" ASPHALT CONCRETE HOT MIX BINDER COURSE (ACHMBC)	550	TON	$175.00	$96,250.00
3.26	5" ASPHALT CONCRETE HOT MIX BASE COURSE (ACHMBC)	815	TON	$145.00	$118,175.00
3.27	ASPHALT CONCRETE PATCHING FOR MAINTENANCE OF TRAFFIC	40	TON	$460.00	$18,400.00
3.28	PORTLAND CEMENT CONCRETE BASE (4" UNIFORM THICKNESS) (ARDOT 308)	68	SY	$120.00	$8,160.00
3.29	PORTLAND CEMENT CONCRETE BASE (5" UNIFORM THICKNESS) (ARDOT 309)	120	SY	$140.00	$16,800.00
3.30	CONCRETE CURB AND GUTTER (TYPE A)	1545	LF	$47.25	$73,001.25
3.31	4" THICK CONCRETE SIDEWALK	712	SY	$91.00	$64,792.00
3.32	CONCRETE PEDESTRIAN REFUGE ISLANDS (SP #9)	41	SY	$300.00	$12,300.00
3.33	CONCRETE DRIVEWAY APRONS	365	SY	$115.50	$42,157.50
3.34	ASPHALT DRIVEWAY	295	SY	$60.00	$17,700.00
3.35	SOLID SOD	1850	SY	$4.65	$8,602.50
3.36	ADDITIONAL WATERING	1	MG	$550.00	$550.00
3.37	6" PAVEMENT MARKING (THERMOPLASTIC)	3278	LF	$4.95	$16,226.10
3.38	8" PAVEMENT MARKING (THERMOPLASTIC)	280	LF	$6.00	$1,680.00
3.39	10" PAVEMENT MARKING (THERMOPLASTIC)	318	LF	$13.10	$4,165.80
3.40	24" PAVEMENT MARKING (THERMOPLASTIC)	510	LF	$27.35	$13,948.50
3.41	PAVEMENT SYMBOLS (THERMOPLASTIC)	22	EA	$545.00	$11,990.00
3.42	PAVEMENT MARKING REMOVAL	250	SF	$2.20	$550.00
3.43	STREET SIGN INSTALLATION	17	EA	$382.50	$6,502.50
3.44	EROSION CONTROL	1	LS	$7,225.00	$7,225.00
3.45	TRAFFIC CONTROL AND MAINTENANCE	1	LS	$150,000.00	$150,000.00
3.46	AGGREGATE BASE FOR ROADWAY MAINTENANCE	80	TON	$41.50	$3,320.00
3.47	PORTABLE CHANGEABLE MESSAGE SIGN	1825	DAY	$27.25	$49,731.25
3.48	CAST-IN-PLACE DETECTABLE WARNING PANEL	160	SF	$22.30	$3,568.00
3.49	HANDICAP ACCESS RAMP	50	SY	$252.50	$12,625.00
3.50	PROJECT SIGNS	4	EA	$985.00	$3,940.00
3.51	COLD MILLING PAVEMENT	660	SY	$19.60	$12,936.00
3.52	GRAVITY BLOCK RETAINING WALL (SP #10)	745	SF	$82.25	$61,276.25
3.53	REMOVE AND REPLACE TREES (SP #11)	7	EA	$630.00	$4,410.00
3.54	IRRIGATION SYSTEM ADJUSTMENT (SP #12)	1	LS	$7,100.00	$7,100.00
3.55	TREE PROTECTION FENCING	200	LF	$5.00	$1,000.00
3.56	McCAIN ATC eX2 NEMA CONTROLLER TS2-TYPE 2 (SP #17 & ARDOT 701)	1	EA	$50,500.00	$50,500.00
3.57	SHIREEN ITEM #DC-1021, CAT 5E VIDEO CABLE OR EQUAL (SHIELDED) (SP #18)	1045	LF	$2.45	$2,560.25
3.58	EMERGENCY VEHICLE PREEMPTION SYSTEM RELOCATION (SP #33)	2	EA	$2,350.00	$4,700.00
3.59	TESCO CLASS 22 BBS (BATTERY BACKUP SYSTEM) (SP #19)	1	EA	$22,820.00	$22,820.00
3.60	TRAFFIC SIGNAL HEAD, LED, (3 SECTION, 1 WAY) (SP #20 & ARDOT 706)	9	EA	$1,760.00	$15,840.00
3.61	TRAFFIC SIGNAL HEAD, LED, (4 SECTION, 1 WAY) (SP #20 & ARDOT 706)	3	EA	$2,615.00	$7,845.00
3.62	POLARA iCCU-S2 (INTELLIGENT CENTRAL CONTROL UNIT - SHELF MOUNT) INCLUDES BIU CAPABILITY (SP #31 & ARDOT 707)	1	EA	$5,525.00	$5,525.00
3.63	POLARA iNS2 3TN0-B, 9x15 APS PUSHBUTTON STATION (BLACK) (SP #31 & ARDOT 707)	8	EA	$1,650.00	$13,200.00
3.64	EAGLE 16" COUNTDOWN PEDESTRIAN SIGNAL HEAD (LED) (ALUMINUM) (SP #22 & ARDOT 707)	8	EA	$1,355.00	$10,840.00
3.65	TRAFFIC SIGNAL CABLE (5C/12 A.W.G.) (ARDOT 708)	1460	LF	$4.40	$6,424.00
3.66	TRAFFIC SIGNAL CABLE (5C/14 A.W.G.) (ARDOT 708)	1600	LF	$5.50	$8,800.00
3.67	TRAFFIC SIGNAL CABLE (7C/14 A.W.G.) (ARDOT 708)	260	LF	$7.65	$1,989.00
3.68	TRAFFIC SIGNAL CABLE (20C/14 A.W.G.) (ARDOT 708)	800	LF	$13.10	$10,480.00
3.69	ELECTRICAL CONDUCTORS-IN-CONDUIT (1C/8 A.W.G., E.G.C.) (SP #23)	940	LF	$2.75	$2,585.00
3.70	ELECTRICAL CONDUCTORS-IN-CONDUIT (1C/12 A.W.G., E.G.C.) (SP #23)	220	LF	$1.85	$407.00
3.71	ELECTRICAL CONDUCTORS-IN-CONDUIT (2C/6 A.W.G.) (SP #23)	220	LF	$7.50	$1,650.00

3.72	ELECTRICAL CONDUCTORS FOR LUMINAIRES (SP #29)	805	LF	$3.15	$2,535.75
3.73	GALVANIZED STEEL CONDUIT (2") (ARDOT 709)	20	LF	$89.00	$1,780.00
3.74	NON-METALLIC CONDUIT (2") (ARDOT 710)	295	LF	$46.50	$13,717.50
3.75	NON-METALLIC CONDUIT (3") (ARDOT 710)	600	LF	$62.30	$37,380.00
3.76	CONCRETE PULL BOX (TYPE 2) (ARDOT SS & 711)	5	EA	$2,225.00	$11,125.00
3.77	CONCRETE PULL BOX (TYPE 3) (ARDOT SS & 711)	1	EA	$2,500.00	$2,500.00
3.78	CONCRETE PULL BOX (TYPE 2 HD) (ARDOT SS & 711)	2	EA	$2,400.00	$4,800.00
3.79	CONCRETE PULL BOX (TYPE 3 HD) (ARDOT SS & 711)	1	EA	$2,725.00	$2,725.00
3.80	TRAFFIC SIGNAL PEDESTAL POLE WITH FOUNDATION (ARDOT SS & 711)	6	EA	$4,500.00	$27,000.00
3.81	TRAFFIC SIGNAL MAST ARM AND POLE WITH FOUNDATION (42') (ARDOT SS & 711)	3	EA	$43,000.00	$129,000.00
3.82	AUTOBAHN SERIES ATBM P40 LED LUMINAIRE ASSEMBLY (SP #24)	4	EA	$1,500.00	$6,000.00
3.83	SERVICE POINT ASSEMBLY (2 CIRCUITS) (SP #25)	1	EA	$5,500.00	$5,500.00
3.84	REMOVAL OF TRAFFIC SIGNAL EQUIPMENT (SP #26)	1	LS	$5,500.00	$5,500.00
3.85	18" STREET NAME SIGN (SP #27)	4	EA	$950.00	$3,800.00
3.86	VIDEO DETECTOR RELOCATION (ARDOT 733)	2	EA	$820.00	$1,640.00
3.87	VIDEO DETECTOR ROTATION (SP #28)	4	EA	$820.00	$3,280.00
3.88	ITERIS VANTAGE NEXT VIDEO DETECTOR (SP #18 & ARDOT 733)	2	EA	$5,100.00	$10,200.00
3.89	ITERIS VANTAGE VECTOR HYBRID DETECTOR (SP #18 & ARDOT 733)	2	EA	$11,500.00	$23,000.00
3.90	INVID TECH, IMHD-10, HDMI VIDEO MONITOR (SP #18 & ARDOT 733)	1	EA	$1,600.00	$1,600.00
3.91	ITERIS VANTAGE NEXT SHELF-MOUNT CCU (SP #18 & ARDOT 733)	1	EA	$56,000.00	$56,000.00
3.92	RELOCATION OF TRAFFIC SIGNAL HEAD (SP #21)	1	EA	$550.00	$550.00
4	**PACKAGE D - WATER AND SEWER RELOCATION**				**$321,994.00**
4.1	CONSTRUCTION CONTROL AND LAYOUT	1	LS	$70,000.00	$70,000.00
4.2	6" DIA. WATER LINE (AWWA C900 DR14)	20	LF	$306.00	$6,120.00
4.3	8" DIA. WATER LINE (AWWA C900 DR14)	222	LF	$316.00	$70,152.00
4.4	TAPPING SLEEVE AND VALVE (8"X8")	1	EA	$14,000.00	$14,000.00
4.5	6" GATE VALVE	1	EA	$5,050.00	$5,050.00
4.6	8" GATE VALVE	2	EA	$6,500.00	$13,000.00
4.7	FIRE HYDRANT ASSEMBLY INSTALLED COMPLETE	1	EA	$23,500.00	$23,500.00
4.8	SINGLE WATER METER INSTALLED COMPLETE	2	EA	$9,100.00	$18,200.00
4.9	DOUBLE WATER METER INSTALLED COMPLETE	1	EA	$16,500.00	$16,500.00
4.10	DUCTILE IRON FITTINGS	164	LBS	$48.00	$7,872.00
4.11	CUT & CAP ABANDON EXISTING WATERLINE (6")	2	EA	$4,675.00	$9,350.00
4.12	FIRE HYDRANT ASSEMBLY REMOVAL	1	EA	$3,300.00	$3,300.00
4.13	2" DIA COATED COPPER PIPE AND FITTINGS	80	LF	$105.00	$8,400.00
4.14	8" DIA. REMOVE CLAY PIPE AND REPLACE WITH PVC	20	LF	$550.00	$11,000.00
4.15	16" DIAMETER STEEL CASING WITH W/MECHANICAL LINK END SEALS AND SPACERS (DIRECT BURY)	10	LF	$775.00	$7,750.00
4.16	SANITARY SEWER MANHOLE - REMOVE CONE, LOWER TO GRADE	2	EA	$4,500.00	$9,000.00
4.17	SANITARY SEWER MANHOLE - ADJUST RING TO GRADE	2	EA	$2,500.00	$5,000.00
4.18	FLOWABLE FILL - ABANDON 8" WATERLINE UNDER ROADWAY	410	LF	$45.00	$18,450.00
4.19	UTILITY ADJUSTMENT - WATER VALVE / METER	2	EA	$2,675.00	$5,350.00

* 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 26-37 Addendum 2
APAC-Central, Inc.
Supplier Response

Event Information

Number:	Bid 26-37 Addendum 2
Title:	Construction - Millsap/College Intersection & Hemlock Improvements
Type:	Invitation to Bid
Issue Date:	5/17/2026
Deadline:	6/10/2026 02:00 PM (CT)
Notes:	The City of Fayetteville is accepting sealed bids from contractors for the construction of improvements to the intersection at Millsap Rd. and College Ave. including the relocation & construction of N. Hemlock Avenue. Improvements include roadway construction, curb & gutter, sidewalks, drainage, and traffic signal modifications. 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

APAC-Central, Inc. Information

Contact: Doug Luetjen
Address: 755 E. Millsap Rd
Fayetteville, AR 72703
Phone: (479) 587-3300
Email: doug.luetjen@apac.com

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

Doug Luetjen
Signature

Doug.Luetjen@apac.com
Email

Submitted at 6/10/2026 11:04:26 AM (CT)

Requested Attachments

Signature Forms for Bid 26-37

Bid26-37_Bid Submittal_FINAL_APAC.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 26-37

Millsap College Bid_APAC Bid Bond_EXECUTED.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:** 100057210
2	**Arkansas Contractor License Number:** *Contractor's License must have a classification relating to the scope of this project.* 0011840427
3	**System for Award Management (SAM.gov) Registration Number** FTNNZLURMXZ5
4	**Check Yes or No:** Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing. ☑ Yes, I agree ☐ No, I don't agree

5 **Check Yes or No:**

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

☑ Yes, I agree

☐ No, I don't agree

6 **Addendum Acknowledgement:**

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

☑ I agree

Bid Lines

1 **Package Header**

PACKAGE A - BASE BID ITEMS

Quantity: 1 UOM: EA Total: $195,500.00

Package Items

1.1 MOBILIZATION (SHALL NOT EXCEED 5% OF TOTAL BID PRICE, EXCLUDING BONDS & INSURANCE AND TRENCH & EXCAVATION SAFETY)

Quantity: 1 UOM: LS Price: $145,000.00 Total: $145,000.00

1.2 BONDS & INSURANCE

Quantity: 1 UOM: LS Price: $20,500.00 Total: $20,500.00

1.3 TRENCH & EXCAVATION SAFETY

Quantity: 1 UOM: LS Price: $30,000.00 Total: $30,000.00

2 **Package Header**

PACKAGE B - HEMLOCK

Quantity: 1 UOM: EA Total: $1,031,416.30

Package Items

2.1 ROADWAY CONSTRUCTION CONTROL

Quantity: 1 UOM: LS Price: $45,000.00 Total: $45,000.00

2.2 CLEARING, GRUBBING, AND DEMOLITION

Quantity: 1 UOM: LS Price: $60,000.00 Total: $60,000.00

2.3 UNCLASSIFIED EXCAVATION (PLAN QUANTITY)

Quantity: 1883 UOM: CY Price: $45.25 Total: $85,205.75

2.4 EMBANKMENT (PLAN QUANTITY)

Quantity: 427 UOM: CY Price: $18.50 Total: $7,899.50

2.5 SELECT EMBANKMENT (PLAN QUANTITY)

Quantity: 1468 UOM: CY Price: $39.00 Total: $57,252.00

2.6 UNDERCUT AND BACKFILL (IF AND WHERE DIRECTED)

Quantity: 200 UOM: CY Price: $108.00 Total: $21,600.00

2.7 ROCK EXCAVATION (ALLOWANCE)

Quantity: 10 UOM: CY Price: $580.00 Total: $5,800.00

2.8 SUBGRADE PREPARATION

Quantity: 2218 UOM: SY Price: $3.60 Total: $7,984.80

2.9 4" TOPSOIL PLACEMENT (SOD + SEEDING AREAS)

Quantity: 1552 UOM: SY Price: $5.90 Total: $9,156.80

2.10 18" REINFORCED CONCRETE PIPE (CLASS III) UNDER PAVEMENT

Quantity: 51 UOM: LF Price: $170.00 Total: $8,670.00

2.11 24" REINFORCED CONCRETE PIPE (CLASS III) - UNDER PAVEMENT

Quantity: 20 UOM: LF Price: $194.00 Total: $3,880.00

2.12 18" REINFORCED CONCRETE PIPE (CLASS III)

Quantity: 58 UOM: LF Price: $120.00 Total: $6,960.00

2.13 24" REINFORCED CONCRETE PIPE (CLASS III)

Quantity: 26 UOM: LF Price: $137.50 Total: $3,575.00

2.14 18" R.C. FLARED END SECTION

Quantity: 1 UOM: EA Price: $1,250.00 Total: $1,250.00

2.15 24" R.C. FLARED END SECTION

Quantity: 1 UOM: EA Price: $1,350.00 Total: $1,350.00

2.16 4'X4' DROP INLETS (TYPE D2)

Quantity: 3 UOM: EA Price: $11,000.00 Total: $33,000.00

2.17 4' DIA. DROP INLETS (TYPE D1)

Quantity: 2 UOM: EA Price: $11,100.00 Total: $22,200.00

2.18 4' DROP INLET EXTENSION

Quantity: 2 UOM: EA Price: $2,225.00 Total: $4,450.00

2.19 DRAINAGE STRUCTURE BACK OPENING

Quantity: 1 UOM: EA Price: $5,000.00 Total: $5,000.00

2.20 CONCRETE FLUME

Quantity: 2 UOM: SY Price: $1,250.00 Total: $2,500.00

2.21 LANDSCAPE ROCK DRAINAGE SWALE

Quantity: 60 UOM: LF Price: $55.50 Total: $3,330.00

2.22 SCOUR TRANSITION MAT

Quantity: 32 UOM: SF Price: $30.00 Total: $960.00

2.23 SELECT PIPE BACKFILL (CLASS 67)(IF AND WHERE DIRECTED)

Quantity: 50 UOM: CY Price: $109.50 Total: $5,475.00

2.24 6" DEPTH AGGREGATE BASE COURSE

Quantity: 2218 UOM: SY Price: $13.30 Total: $29,499.40

2.25 P.C.C. PAVEMENT (6" UNIFORM THICKNESS), INCLUDING MONOLITHIC CURB (TYPE A)

Quantity: 2032 UOM: SY Price: $173.00 Total: $351,536.00

2.26 ASPHALT CONCRETE PATCHING FOR MAINTENANCE OF TRAFFIC

Quantity: 40 UOM: TON Price: $290.00 Total: $11,600.00

2.27 U OF A PROPERTY - APRON (PAVERS)

Quantity: 185 UOM: SF Price: $66.75 Total: $12,348.75

2.28 U OF A PROPERTY - MODIFIED CURB (2")

Quantity: 43 UOM: LF Price: $94.75 Total: $4,074.25

2.29 U OF A PROPERTY- CONCRETE CURB AND GUTTER (TYPE A)

Quantity: 81 UOM: LF Price: $65.25 Total: $5,285.25

2.30 U OF A PROPERTY - FLUSH CONCRETE HEADER

Quantity: 18 UOM: LF Price: $125.00 Total: $2,250.00

2.31 U OF A PROPERTY - 8" DEPTH AGGREGATE BASE

Quantity: 162 UOM: SY Price: $57.00 Total: $9,234.00

2.32 U OF A PROPERTY - 3" THICKNESS ACHM SURFACE COURSE

Quantity: 23 UOM: TON Price: $275.00 Total: $6,325.00

2.33 U OF A PROPERTY - PRIME COAT

Quantity: 136 UOM: SY Price: $4.75 Total: $646.00

2.34 U OF A PROPERTY - 6" CONCRETE SIDEWALK THRU DRIVEWAY

Quantity: 21 UOM: SY Price: $178.00 Total: $3,738.00

2.35 U OF A PROPERTY - CONCRETE SIDEWALK WITH TURN DOWN EDGE (MATCH EXISTING)

Quantity: 8 UOM: SY Price: $680.00 Total: $5,440.00

2.36 U OF A PROPERTY - RELOCATE LIGHT POLE

Quantity: 1 UOM: EA Price: $11,625.00 Total: $11,625.00

2.37 U OF A PROPERTY - CHAIN LINK SECURITY FENCE

Quantity: 35 UOM: LF Price: $110.00 Total: $3,850.00

2.38 4" THICK CONCRETE SIDEWALK

Quantity: 477 UOM: SY Price: $82.00 Total: $39,114.00

2.39 SOLID SOD

Quantity: 1552 UOM: SY Price: $4.65 Total: $7,216.80

2.40 ADDITIONAL WATERING

Quantity: 1 UOM: MG Price: $545.00 Total: $545.00

2.41 4" PAVEMENT MARKING (THERMOPLASTIC)

Quantity: 80 UOM: LF Price: $3.30 Total: $264.00

2.42 6" PAVEMENT MARKING (THERMOPLASTIC)

Quantity: 1150 UOM: LF Price: $3.55 Total: $4,082.50

2.43 24" PAVEMENT MARKING (THERMOPLASTIC)

Quantity: 20 UOM: LF Price: $21.90 Total: $438.00

2.44 STREET SIGN INSTALLATION

Quantity: 6 UOM: EA Price: $382.50 Total: $2,295.00

2.45 EROSION CONTROL

Quantity: 1 UOM: LS Price: $11,675.00 Total: $11,675.00

2.46 TRAFFIC CONTROL AND MAINTENANCE

Quantity: 1 UOM: LS Price: $96,000.00 Total: $96,000.00

2.47 AGGREGATE BASE FOR ROADWAY MAINTENANCE

Quantity: 20 UOM: TON Price: $114.50 Total: $2,290.00

2.48 CAST-IN-PLACE DETECTABLE WARNING PANEL

Quantity: 25 UOM: SF Price: $25.15 Total: $628.75

2.49 HANDICAP ACCESS RAMP

Quantity: 23 UOM: SY Price: $257.25 Total: $5,916.75

2.50 TREE PROTECTION FENCING

Quantity: 200 UOM: LF Price: $5.00 Total: $1,000.00

3 Package Header

PACKAGE C - MILLSAP

Quantity: 1 UOM: EA Total: $2,019,900.90

Package Items

3.1 ROADWAY CONSTRUCTION CONTROL

Quantity: 1 UOM: LS Price: $65,000.00 Total: $65,000.00

3.2 CLEARING, GRUBBING, AND DEMOLITION

Quantity: 1 UOM: LS Price: $105,000.00 Total: $105,000.00

3.3 UNCLASSIFIED EXCAVATION (PLAN QUANTITY)

Quantity: 1000 UOM: CY Price: $121.50 Total: $121,500.00

3.4 EMBANKMENT (PLAN QUANTITY)

Quantity: 320 UOM: CY Price: $24.75 Total: $7,920.00

3.5 SELECT EMBANKMENT (PLAN QUANTITY)

Quantity: 2150 UOM: CY Price: $40.60 Total: $87,290.00

3.6 UNDERCUT AND BACKFILL (IF AND WHERE DIRECTED)

Quantity: 100 UOM: CY Price: $150.00 Total: $15,000.00

3.7 ROCK EXCVATION (ALLOWANCE)

Quantity: 10 UOM: CY Price: $580.00 Total: $5,800.00

3.8 SUBGRADE PREPARATION

Quantity: 2475 UOM: SY Price: $6.40 Total: $15,840.00

3.9 4" TOPSOIL PLACEMENT

Quantity: 1850 UOM: SY Price: $5.90 Total: $10,915.00

3.10 18" REINFORCED CONCRETE PIPE (CLASS III) - UNDER PAVEMENT

Quantity: 90 UOM: LF Price: $120.00 Total: $10,800.00

3.11 23"X14" HERCP (CLASS III) - UNDER PAVEMENT

Quantity: 184 UOM: LF Price: $151.50 Total: $27,876.00

3.12 24" REINFORCED CONCRETE PIPE (CLASS III) - UNDER PAVEMENT

Quantity: 23 UOM: LF Price: $148.50 Total: $3,415.50

3.13 18" REINFORCED CONCRETE PIPE (CLASS III)

Quantity: 111 UOM: LF Price: $125.25 Total: $13,902.75

3.14 24" REINFORCED CONCRETE PIPE (CLASS III)

Quantity: 23 UOM: LF Price: $148.50 Total: $3,415.50

3.15 24" R.C. FLARED END SECTION

Quantity: 1 UOM: EA Price: $1,350.00 Total: $1,350.00

3.16 4'X4' DROP INLETS (TYPE D2)

Quantity: 4 UOM: EA Price: $10,000.00 Total: $40,000.00

3.17 5'X5' JUNCTION BOXES (TYPE D4)

Quantity: 1 UOM: EA Price: $13,500.00 Total: $13,500.00

3.18 4' DROP INLET EXTENSION

Quantity: 2 UOM: EA Price: $1,600.00 Total: $3,200.00

3.19 8' DROP INLET EXTENSION

Quantity: 2 UOM: EA Price: $3,000.00 Total: $6,000.00

3.20 DRAINAGE STRUCTURE BACK OPENING (SP #6)

Quantity: 1 UOM: EA Price: $5,000.00 Total: $5,000.00

3.21 CONRETE FLUME (SP #7)

Quantity: 10 UOM: SY Price: $360.00 Total: $3,600.00

3.22 SELECT PIPE BACKFILL (CLASS 67)(IF AND WHERE DIRECTED) (SP #8)

Quantity: 50 UOM: CY Price: $110.00 Total: $5,500.00

3.23 PRIME COAT

Quantity: 2825 UOM: SY Price: $4.60 Total: $12,995.00

3.24 2" ASPHALT CONCRETE HOT MIX SURFACE COURSE (ACHMSC)

Quantity: 360 UOM: TON Price: $195.00 Total: $70,200.00

3.25 4" ASPHALT CONCRETE HOT MIX BINDER COURSE (ACHMBC)

Quantity: 550 UOM: TON Price: $175.00 Total: $96,250.00

3.26 5" ASPHALT CONCRETE HOT MIX BASE COURSE (ACHMBC)

Quantity: 815 UOM: TON Price: $145.00 Total: $118,175.00

3.27 ASPHALT CONCRETE PATCHING FOR MAINTENANCE OF TRAFFIC

Quantity: 40 UOM: TON Price: $460.00 Total: $18,400.00

3.28 PORTLAND CEMENT CONCRETE BASE (4" UNIFORM THICKNESS) (ARDOT 308)

Quantity: 68 UOM: SY Price: $120.00 Total: $8,160.00

3.29 PORTLAND CEMENT CONCRETE BASE (5" UNIFORM THICKNESS) (ARDOT 309)

Quantity: 120 UOM: SY Price: $140.00 Total: $16,800.00

3.30 CONCRETE CURB AND GUTTER (TYPE A)

Quantity: 1545 UOM: LF Price: $47.25 Total: $73,001.25

3.31 4" THICK CONCRETE SIDEWALK

Quantity: 712 UOM: SY Price: $91.00 Total: $64,792.00

3.32 CONCRETE PEDESTRIAN REFUGE ISLANDS (SP #9)

Quantity: 41 UOM: SY Price: $300.00 Total: $12,300.00

3.33 CONCRETE DRIVEWAY APRONS

Quantity: 365 UOM: SY Price: $115.50 Total: $42,157.50

3.34 ASPHALT DRIVEWAY

Quantity: 295 UOM: SY Price: $60.00 Total: $17,700.00

3.35 SOLID SOD

Quantity: 1850 UOM: SY Price: $4.65 Total: $8,602.50

3.36 ADDITIONAL WATERING

Quantity: 1 UOM: MG Price: $550.00 Total: $550.00

3.37 6" PAVEMENT MARKING (THERMOPLASTIC)

Quantity: 3278 UOM: LF Price: $4.95 Total: $16,226.10

3.38 8" PAVEMENT MARKING (THERMOPLASTIC)

Quantity: 280 UOM: LF Price: $6.00 Total: $1,680.00

3.39 10" PAVEMENT MARKING (THERMOPLASTIC)

Quantity: 318 UOM: LF Price: $13.10 Total: $4,165.80

3.40 24" PAVEMENT MARKING (THERMOPLASTIC)

Quantity: 510 UOM: LF Price: $27.35 Total: $13,948.50

3.41 PAVEMENT SYMBOLS (THERMOPLASTIC)

Quantity: 22 UOM: EA Price: $545.00 Total: $11,990.00

3.42 PAVEMENT MARKING REMOVAL

Quantity: 250 UOM: SF Price: $2.20 Total: $550.00

3.43 STREET SIGN INSTALLATION

Quantity: 17 UOM: EA Price: $382.50 Total: $6,502.50

3.44 EROSION CONTROL

Quantity: 1 UOM: LS Price: $7,225.00 Total: $7,225.00

3.45 TRAFFIC CONTROL AND MAINTENANCE

Quantity: 1 UOM: LS Price: $150,000.00 Total: $150,000.00

3.46 AGGREGATE BASE FOR ROADWAY MAINTENANCE

Quantity: 80 UOM: TON Price: $41.50 Total: $3,320.00

3.47 PORTABLE CHANGEABLE MESSAGE SIGN

Quantity: 1825 UOM: DAY Price: $27.25 Total: $49,731.25

3.48 CAST-IN-PLACE DETECTABLE WARNING PANEL

Quantity: 160 UOM: SF Price: $22.30 Total: $3,568.00

3.49 HANDICAP ACCESS RAMP

Quantity: 50 UOM: SY Price: $252.50 Total: $12,625.00

3.50 PROJECT SIGNS

Quantity: 4 UOM: EA Price: $985.00 Total: $3,940.00

3.51 COLD MILLING PAVEMENT

Quantity: 660 UOM: SY Price: $19.60 Total: $12,936.00

3.52 GRAVITY BLOCK RETAINING WALL (SP #10)

Quantity: 745 UOM: SF Price: $82.25 Total: $61,276.25

3.53 REMOVE AND REPLACE TREES (SP #11)

Quantity: 7 UOM: EA Price: $630.00 Total: $4,410.00

3.54 IRRIGATION SYSTEM ADJUSTMENT (SP #12)

Quantity: 1 UOM: LS Price: $7,100.00 Total: $7,100.00

3.55 TREE PROTECTION FENCING

Quantity: 200 UOM: LF Price: $5.00 Total: $1,000.00

3.56 McCAIN ATC eX2 NEMA CONTROLLER TS2-TYPE 2 (SP #17 & ARDOT 701)

Quantity: 1 UOM: EA Price: $50,500.00 Total: $50,500.00

3.57 SHIREEN ITEM #DC-1021, CAT 5E VIDEO CABLE OR EQUAL (SHIELDED) (SP #18)

Quantity: 1045 UOM: LF Price: $2.45 Total: $2,560.25

3.58 EMERGENCY VEHICLE PREEMPTION SYSTEM RELOCATION (SP #33)

Quantity: 2 UOM: EA Price: $2,350.00 Total: $4,700.00

3.59 TESCO CLASS 22 BBS (BATTERY BACKUP SYSTEM) (SP #19)

Quantity: 1 UOM: EA Price: $22,820.00 Total: $22,820.00

3.60 TRAFFIC SIGNAL HEAD, LED, (3 SECTION, 1 WAY) (SP #20 & ARDOT 706)

Quantity: 9 UOM: EA Price: $1,760.00 Total: $15,840.00

3.61 TRAFFIC SIGNAL HEAD, LED, (4 SECTION, 1 WAY) (SP #20 & ARDOT 706)

Quantity: 3 UOM: EA Price: $2,615.00 Total: $7,845.00

3.62 POLARA iCCU-S2 (INTELLIGENT CENTRAL CONTROL UNIT - SHELF MOUNT) INCLUDES BIU CAPABILITY (SP #31 & ARDOT 707)

Quantity: 1 UOM: EA Price: $5,525.00 Total: $5,525.00

3.63 POLARA iNS2 3TN0-B, 9x15 APS PUSHBUTTON STATION (BLACK) (SP #31 & ARDOT 707)

Quantity: 8 UOM: EA Price: $1,650.00 Total: $13,200.00

3.64 EAGLE 16" COUNTDOWN PEDESTRIAN SIGNAL HEAD (LED) (ALUMINUM) (SP #22 & ARDOT 707)

Quantity: 8 UOM: EA Price: $1,355.00 Total: $10,840.00

3.65 TRAFFIC SIGNAL CABLE (5C/12 A.W.G.) (ARDOT 708)

Quantity: 1460 UOM: LF Price: $4.40 Total: $6,424.00

3.66 TRAFFIC SIGNAL CABLE (5C/14 A.W.G.) (ARDOT 708)

Quantity: 1600 UOM: LF Price: $5.50 Total: $8,800.00

3.67 TRAFFIC SIGNAL CABLE (7C/14 A.W.G.) (ARDOT 708)

Quantity: 260 UOM: LF Price: $7.65 Total: $1,989.00

3.68 TRAFFIC SIGNAL CABLE (20C/14 A.W.G.) (ARDOT 708)

Quantity: 800 UOM: LF Price: $13.10 Total: $10,480.00

3.69 ELECTRICAL CONDUCTORS-IN-CONDUIT (1C/8 A.W.G., E.G.C.) (SP #23)

Quantity: 940 UOM: LF Price: $2.75 Total: $2,585.00

3.70 ELECTRICAL CONDUCTORS-IN-CONDUIT (1C/12 A.W.G., E.G.C.) (SP #23)

Quantity: 220 UOM: LF Price: $1.85 Total: $407.00

3.71 ELECTRICAL CONDUCTORS-IN-CONDUIT (2C/6 A.W.G.) (SP #23)

Quantity: 220 UOM: LF Price: $7.50 Total: $1,650.00

3.72 ELECTRICAL CONDUCTORS FOR LUMINAIRES (SP #29)

Quantity: 805 UOM: LF Price: $3.15 Total: $2,535.75

3.73 GALVANIZED STEEL CONDUIT (2") (ARDOT 709)

Quantity: 20 UOM: LF Price: $89.00 Total: $1,780.00

3.74 NON-METALLIC CONDUIT (2") (ARDOT 710)

Quantity: 295 UOM: LF Price: $46.50 Total: $13,717.50

3.75 NON-METALLIC CONDUIT (3") (ARDOT 710)

Quantity: 600 UOM: LF Price: $62.30 Total: $37,380.00

3.76 CONCRETE PULL BOX (TYPE 2) (ARDOT SS & 711)

Quantity: 5 UOM: EA Price: $2,225.00 Total: $11,125.00

3.77 CONCRETE PULL BOX (TYPE 3) (ARDOT SS & 711)

Quantity: 1 UOM: EA Price: $2,500.00 Total: $2,500.00

3.78 CONCRETE PULL BOX (TYPE 2 HD) (ARDOT SS & 711)

Quantity: 2 UOM: EA Price: $2,400.00 Total: $4,800.00

3.79 CONCRETE PULL BOX (TYPE 3 HD) (ARDOT SS & 711)

Quantity: 1 UOM: EA Price: $2,725.00 Total: $2,725.00

3.80 TRAFFIC SIGNAL PEDESTAL POLE WITH FOUNDATION (ARDOT SS & 711)

Quantity: 6 UOM: EA Price: $4,500.00 Total: $27,000.00

3.81 TRAFFIC SIGNAL MAST ARM AND POLE WITH FOUNDATION (42') (ARDOT SS & 711)

Quantity: 3 UOM: EA Price: $43,000.00 Total: $129,000.00

3.82 AUTOBAHN SERIES ATBM P40 LED LUMINAIRE ASSEMBLY (SP #24)

Quantity: 4 UOM: EA Price: $1,500.00 Total: $6,000.00

3.83 SERVICE POINT ASSEMBLY (2 CIRCUITS) (SP #25)

Quantity: 1 UOM: EA Price: $5,500.00 Total: $5,500.00

3.84 REMOVAL OF TRAFFIC SIGNAL EQUIPMENT (SP #26)

Quantity: 1 UOM: LS Price: $5,500.00 Total: $5,500.00

3.85 18" STREET NAME SIGN (SP #27)

Quantity: 4 UOM: EA Price: $950.00 Total: $3,800.00

3.86 VIDEO DETECTOR RELOCATION (ARDOT 733)

Quantity: 2 UOM: EA Price: $820.00 Total: $1,640.00

3.87 VIDEO DETECTOR ROTATION (SP #28)

Quantity: 4 UOM: EA Price: $820.00 Total: $3,280.00

3.88 ITERIS VANTAGE NEXT VIDEO DETECTOR (SP #18 & ARDOT 733)

Quantity: 2 UOM: EA Price: $5,100.00 Total: $10,200.00

3.89 ITERIS VANTAGE VECTOR HYBRID DETECTOR (SP #18 & ARDOT 733)

Quantity: 2 UOM: EA Price: $11,500.00 Total: $23,000.00

3.90 INVID TECH, IMHD-10, HDMI VIDEO MONITOR (SP #18 & ARDOT 733)

Quantity: 1 UOM: EA Price: $1,600.00 Total: $1,600.00

3.91 ITERIS VANTAGE NEXT SHELF-MOUNT CCU (SP #18 & ARDOT 733)

Quantity: 1 UOM: EA Price: $56,000.00 Total: $56,000.00

3.92 RELOCATION OF TRAFFIC SIGNAL HEAD (SP #21)

Quantity: 1 UOM: EA Price: $550.00 Total: $550.00

4 Package Header

PACKAGE D - WATER AND SEWER RELOCATION

Quantity: 1 UOM: EA Total: $321,994.00

Package Items

4.1 CONSTRUCTION CONTROL AND LAYOUT

Quantity: 1 UOM: LS Price: $70,000.00 Total: $70,000.00

4.2 6" DIA. WATER LINE (AWWA C900 DR14)

Quantity: 20 UOM: LF Price: $306.00 Total: $6,120.00

4.3 8" DIA. WATER LINE (AWWA C900 DR14)

Quantity: 222 UOM: LF Price: $316.00 Total: $70,152.00

4.4 TAPPING SLEEVE AND VALVE (8"X8")

Quantity: 1 UOM: EA Price: $14,000.00 Total: $14,000.00

4.5 6" GATE VALVE

Quantity: 1 UOM: EA Price: $5,050.00 Total: $5,050.00

4.6 8" GATE VALVE

Quantity: 2 UOM: EA Price: $6,500.00 Total: $13,000.00

4.7 FIRE HYDRANT ASSEMBLY INSTALLED COMPLETE

Quantity: 1 UOM: EA Price: $23,500.00 Total: $23,500.00

4.8 SINGLE WATER METER INSTALLED COMPLETE

Quantity: 2 UOM: EA Price: $9,100.00 Total: $18,200.00

4.9 DOUBLE WATER METER INSTALLED COMPLETE

Quantity: 1 UOM: EA Price: $16,500.00 Total: $16,500.00

4.10 DUCTILE IRON FITTINGS

Quantity: 164 UOM: LBS Price: $48.00 Total: $7,872.00

4.11 CUT & CAP ABANDON EXISTING WATERLINE (6")

Quantity: 2 UOM: EA Price: $4,675.00 Total: $9,350.00

4.12 FIRE HYDRANT ASSEMBLY REMOVAL

Quantity: 1 UOM: EA Price: $3,300.00 Total: $3,300.00

4.13 2" DIA COATED COPPER PIPE AND FITTINGS

Quantity: 80 UOM: LF Price: $105.00 Total: $8,400.00

4.14 8" DIA. REMOVE CLAY PIPE AND REPLACE WITH PVC

Quantity: 20 UOM: LF Price: $550.00 Total: $11,000.00

4.15 16" DIAMETER STEEL CASING WITH W/MECHANICAL LINK END SEALS AND SPACERS (DIRECT BURY)

Quantity: 10 UOM: LF Price: $775.00 Total: $7,750.00

4.16 SANITARY SEWER MANHOLE - REMOVE CONE, LOWER TO GRADE

Quantity: 2 UOM: EA Price: $4,500.00 Total: $9,000.00

4.17 SANITARY SEWER MANHOLE - ADJUST RING TO GRADE

Quantity: 2 UOM: EA Price: $2,500.00 Total: $5,000.00

4.18 FLOWABLE FILL - ABANDON 8" WATERLINE UNDER ROADWAY

Quantity: 410 UOM: LF Price: $45.00 Total: $18,450.00

4.19 UTILITY ADJUSTMENT - WATER VALVE / METER

Quantity: 2 UOM: EA Price: $2,675.00 Total: $5,350.00

Response Total: $3,568,811.20

CITY OF
FAYETTEVILLE
ARKANSAS

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

INVITATION TO BID

Bid 26-37, Construction – Millsap/College Intersection & Hemlock Improvements

DEADLINE: Wednesday, June 10, 2026 before 2:00 PM, Local Time
PRE-BID MEETING: Wednesday, May 27, 2026 at 11:00 AM
SR. PROCUREMENT AGENT: Kenny Fitch, kfitch@fayetteville-ar.gov
DATE OF ISSUE & ADVERTISEMENT: 05/17/2026 & 05/24/2026

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 – **688 Total Pages**
FILE #02: PLANS – **92 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

Advertisement

City of Fayetteville, Arkansas
INVITATION TO BID
Bid 26-37, Construction – Millsap/College Intersection & Hemlock Improvements

The City of Fayetteville is accepting sealed bids from contractors for the construction of improvements to the intersection at Millsap Rd. and College Ave. including the relocation & construction of N. Hemlock Avenue. Improvements include roadway construction, curb & gutter, sidewalks, drainage, and traffic signal modifications. 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 Wednesday, May 27, 2026, at 11:00 AM. Details regarding the pre-bid meeting are available on the project page of 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 Wednesday, June 10, 2026, before 2:00 PM local time, utilizing the electronic bidding software or by submitting a sealed bid to the City of Fayetteville Procurement Division. Submitting a bid electronically is strongly encouraged. A public bid opening will be conducted shortly after the deadline and livestreamed on Zoom.

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

Bidders shall have a valid State of Arkansas Contractor's License, have a valid registration and be in good standing with the Arkansas Secretary of State, and have an active registration with the System for Award Management (SAM.gov) at the time of the contract award.

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

The City of Fayetteville hereby notifies all bidders that this contract is subject to applicable labor laws, non-discrimination provisions, wage rate laws and other federal laws including the Fair Labor Standards Acts of 1938. The Work Hours Act of 1962 and Title VI of the Civil Rights Act of 1964 also apply. Build America, Buy America provisions apply to this project.

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: 05.17.26 & 05.24.26
This publication was paid for by the Procurement Division of the City of Fayetteville, Arkansas.
Amount paid: $496.12

Project Manual

CITY OF
FAYETTEVILLE
ARKANSAS

Engineering Division
113 West Mountain Street
Fayetteville, Arkansas
72701

MILLSAP RD. / COLLEGE AVE. INTERS. IMPVTS. & N. HEMLOCK AVE. IMPVTS.

CERTIFICATE OF AUTHORIZATION
BURNS & McDONNELL ENGINEERING COMPANY, INC.
No.17
ARKANSAS-ENGINEER

BID # 26-37, Construction
Date: May, 2026

STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
No. 14032
JONATHAN ELY
5/14/2026

CITY OF
FAYETTEVILLE
ARKANSAS

Bid Check List

Bid 26-37 , Job 040943, MILLSAP/COLLEGE INTERSECTION IMPRVMNT PROJECT

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. Information is shown below only as a matter of convenience. Use of this checklist does not relieve the Bidder from the responsibility of meeting all requirements of the Specifications concerning the preparation of an acceptable bid. Bidders are welcome to use this form as a coversheet for a sealed envelope; however, using this form itself is NOT a requirement.

- [x] 5% Bid Bond of the amount bid accompanied by required documentation (Power of Attorney, etc.)
  - In lieu of a bid bond, the bidder may submit a cashier's check for at least five percent (5%) of the amount bid (inclusive of any deductive alternates). Cashiers checks shall be made payable to the City of Fayetteville, AR.
- [x] All addenda shall be signed, acknowledged, and submitted on the appropriate forms (submitting the actual addendums or marking acknowledgement on other bid pages).
- [x] All line items shall be appropriately filled out and extended to reveal the line item price as well as the total bid price.

All bidders shall submit the following forms with each bid:

- [x] Bidder's Qualification Statement (pages 11 - 14),
- [x] Bid Form (pages 26 - 31),
- [x] Bid Bond (pages 32 - 33),
- [x] List of Subcontractors (page 34),
- [x] Sponsor Supplement to Proposal - Anti-Collusion and Debarment (pages 680 - 681),
- [x] Sponsor Supplement to Proposal - Certification (pages 682 - 683)

CITY OF
FAYETTEVILLE
ARKANSAS

Bid Check List

Bid 26-37 , Job 040943, MILLSAP/COLLEGE INTERSECTION IMPRVMNT PROJECT

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

A State of Arkansas Contractor's License is **not** required to bid on the project; however, no contractor shall submit a bid prior to submitting an initial application (which does not require a full audit) for licensure, and no construction contract shall be executed until the successful bidder has furnished an appropriate license issued by the State of Arkansas Contractor's Licensing Board.

CONTRACTOR NAME: APAC-Central, Inc.

ARKANSAS CONTRACTORS LICENSE NUMBER: 0011840427

(This is a Federal Aid Project and therefore a License Number is **not** required for bidding)

CITY OF
FAYETTEVILLE
ARKANSAS

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TECHNICAL SPECIFICATIONS

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CITY OF FAYETTEVILLE STANDARD SPECIFICATIONS FOR DESIGN AND CONSTRUCTION OF WATER LINES AND SEWER LINES, 2022 EDITION

ARKANSAS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2014 EDITION *(REFERENCE ONLY. GO TO https://ardot.gov/divisions/construction/standard-specifications/ FOR FULL DOCUMENTS)*

ERRATA FOR THE 2014 ARKANSAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2014 EDITION *(REFERENCE ONLY. GO TO https://ardot.gov/divisions/construction/standard-specifications/ FOR FULL DOCUMENTS)*

SPECIAL PROVISIONS

SP #1 COORDINATION OF WORK
SP #2 TRENCH AND EXCAVATION SAFETY SYSTEMS
SP #3 STORM WATER POLLUTION PREVENTION PLAN
SP #4 MAINTENANCE OF TRAFFIC
SP #5 SHORING FOR CULVERTS
SP #6 DRAINAGE STRUCTURE BACK OPENING
SP #7 CONCRETE FLUME
SP #8 SELECT PIPE BACKFILL (CLASS 67)
SP #9 PEDESTRIAN REFUGE ISLANDS
SP #10 GRAVITY BLOCK RETAINING WALL
SP #11 REMOVE AND REPLACE TREES
SP #12 IRRIGATION SYSTEM ADJUSTMENT
SP #13 LANDSCAPE ROCK DRAINAGE SWALE
SP #14 SCOUR TRANSITION MAT
SP #15 P.C.C. PAVEMENT (6" UNIFORM THICKNESS), INCLUDING MONLITHIC CURB (TYPE A)
SP #16 U OF A PROPERTY CONSTRUCTION
SP #17 McCAIN ATC eX2 NEMA CONTROLLER TS2-TYPE 2
SP #18 HYBRID VIDEO/RADAR DETECTION SYSTEM
SP #19 EMERGENCY BATTERY BACKUP SYSTEM INSTALLATION
SP #20 LED TRAFFIC SIGNAL HEAD
SP #21 NOT USED
SP #22 LED COUNTDOWN PEDESTRIAN SIGNAL HEAD
SP #23 ELECTRICAL CONDUCTORS-IN-CONDUIT (TRAFFIC SIGNAL)
SP #24 LED LUMINAIRE ASSEMBLY
SP #25 SERVICE POINT ASSEMBLY (TRAFFIC CONTROL DEVICES)
SP #26 REMOVAL OF TRAFFIC SIGNAL EQUIPMENT
SP #27 STREET NAME SIGN (MAST ARM MOUNTED)
SP #28 VIDEO DETECTOR ROTATION
SP #29 ELECTRICAL CONDUCTORS FOR LUMINAIRES (TRAFFIC SIGNAL)
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SP #31 ACCESSIBLE PEDESTRIAN SIGNAL (APS)
SP #32 CABINET DRAWER ASSEMBLY

SP #33 PREEMPTION SYSTEM
SP #34 DIFFERING SITE CONDITIONS AND TEMPORARY SUSPENSIONS OF WORK
SP #35 BUY AMERICA – CONSTRUCTION MATERIALS
SP #36 DOCUMENTATION OF PAYMENTS MADE TO DBE
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ARDOT/FHWA SPECIAL PROVISIONS

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- TITLE VI CONTRACT PROVISIONS, APPENDIX E
- FHWA-1273 – REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS
- FHWA-1273 SUPPLEMENTAL SPECIFICATION, EQUAL EMPLOYMENT OPPORTUNITY – NOTICE TO CONTRACTORS
- FHWA-1273 SUPPLEMENTAL SPECIFICATION, SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES
- FHWA-1273 SUPPLEMENT SPECIFICATION, EQUAL EMPLOYMENT OPPORTUNITY – GOALS & TIMETABLES
- FHWA-1273 SUPPLEMENTAL SPECIFICATION, EQUAL EMPLOYMENT OPPORTUNITY – FEDERAL STANDARDS
- FHWA-1273 SUPPLEMENTAL SPECIFICATION, POSTERS AND NOTICES REQUIRED FOR FEDERAL-AID PROJECTS
- SUPPLEMENT TO PROPOSAL – ANTI-COLLUSION AND DEBARMENT CERTIFICATION
- SUPPLEMENT TO PROPOSAL – CERTIFICATION
- MINIMUM WAGE RATE REQUIREMENTS – WASHINGTON COUNTY

END OF DOCUMENT 00010

DIVISION 00 – BID & AGREEMENT

DOCUMENT 00140 – BIDDER'S QUALIFICATION STATEMENT

Contract Name: Millsap Rd./College Ave. Inters. Impvts. & N. Hemlock Ave. Impvts.
Bid #: 26-37, Construction
Date: 6-10-2026

SUBMITTED TO:

The City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

SUBMITTED BY:

Company APAC-Central, Inc.

Name Doug Luetjen

Address 755 E. Millsap Rd. Fayetteville AR 72703

Principal Office Same as above

Corporation, partnership, individual, joint venture, other Corporation

Arkansas State General Contractor's License Number
0011840427

(Type or legibly print)

EXPERIENCE STATEMENT

✓ 1. Bidder has been engaged as a General Contractor in construction for 40+ years and has performed work of the nature and magnitude of this Contract for 40+ years. Bidder has been in business under its present name for 15+ 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.) Attached

✓ 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.) Separate Sheet Attached

✓ 4. Has Bidder ever failed to complete any project? If so, state when, where, and why.

NO

DOCUMENT 00140 – BIDDER'S QUALIFICATION STATEMENT (continued)

5. Bidder normally performs the following work with his own forces:

Pipe, Excavation, Earthwork, ACHM Paving Base, concrete flatwork/paving, curb, MOT Surveying & staking, demo, clear & grubbing

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

Scott Beeks - Construction Manager - 34 years
Doug Luetjen - Operations Manager - 13 years
Murry Cline - General Manager - 35 years
Grant Ferguson - Estimating/PM - 8 years

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:

Kimberly Leonard
Marsh USA [redacted] LLC / Fidelity & Deposit Company of Maryland
[redacted] 973-401-5381
445 South Street, Suite 210, Morristown NJ 07960

8. Bidder's Workmen's Compensation Experience Modifier Factor is: 0.55 (2025)

FINANCIAL STATEMENT

B. 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:

At request only

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.

DOCUMENT 00140 – BIDDER'S QUALIFICATION STATEMENT (continued)

d. Current liabilities (accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes).

at request only

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.	N/A		$
b.			$

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

Date: 6/10/2026, 2026.

(OFFICIAL SEAL)

Name of Organization: Corporation
APAC-Central, Inc.

By Doug Luetjen

(Type or legibly print)

By _____

(Signature)

Title Operations Manager

(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.)

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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.
      e. Supplement to Proposal - Anti-Collusion and Debarment
      f. Supplement to Proposal - Certification
   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. The Successful Bidder shall possess an Arkansas Contractor's License, hold a registration in good standing with the Arkansas Secretary of State, and have an active registration with the System for Award Management (SAM.gov) prior to contract award.

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

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 Engineer 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 Engineer. 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 City of Fayetteville Procurement Department 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. 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 meeting will be held at a time and location indicated on the City of Fayetteville's procurement website. All interested parties are strongly encouraged to attend. Please contact the City of Fayetteville Procurement Department with any questions.

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. Forms shall not be removed from the bound document.

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 as set forth on the City of Fayetteville's procurement website.

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

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
   5. SUPPLEMENT TO PROPOSAL - ANTI-COLLUSION AND DEBARMENT
   6. SUPPLEMENT TO PROPOSAL - CERTIFICATION

3.06 BID SECURITY:

A. Each Bid shall be accompanied by a Bid security, payable to Owner, of 5% of the amount 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 both the surety and the bidder meeting the requirements set forth for "Surety Bonds" in the GENERAL CONDITIONS. A Bid Bond lacking a signature from either the surety or the bidder shall be considered an invalid Bid Bond 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. Bid security of the Successful Bidder will be retained until Bidder has delivered the required performance and payment bonds. If the Successful Bidder fails to deliver the performance and payment bonds within 15 days after the date of the Notice of Award, Owner may choose to annul the Notice of Award, and the Bid security of that bidder will be forfeited to Owner.

3.07 SUBMISSION OF BID:

A. Bids shall be submitted at the time and place designated in the Invitation to Bid.

B. When 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 this federally funded project).

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 PHYSICAL 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 indicated on the City of Fayetteville's procurement website. 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 Bid's Acceptance. 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 ACCEPTANCE OF BID:

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 the Bid's Acceptance 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 shall sign the agreement and return the signed agreement to the Owner.

6.03 Upon receiving the signed agreement from the Contractor, City staff will route all contract documents to Fayetteville City Council for review and project approval. Following Council's approval, the City will deliver a copy of the executed contract to the Contractor. The delivery of the fully executed contract to the Contractor shall serve as the Notice of Award.

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END OF DOCUMENT 00200

DOCUMENT 00400 – BID FORM

Contract Name: Millsap Rd./College Ave. Inters. Impvts. & N. Hemlock Ave. Impvts.

Bid Number: 26-37, Construction

BID TO:

Owner: The City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701



BID FROM:

Bidder: APAC - Central, Inc.
755 E. Millsap Rd
Fayetteville, AR 72703
479 - 587 - 3300

ARTICLE 1 - INTENT

1.01 For clarification, the City will award this contract to one General Contractor (There is no intent to award different phases of the work to different contractors.) 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
001	05/29/26
002	06/08/26

N/A

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 Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by Engineer 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 in order to further evaluate bids until a bid received falls within the amount certified, plus 25%.

In the event all deductive alternates are subtracted from the total base bid and no bid falls within the amount certified, plus 25%, all bids shall be rejected and become confidential.

In no case shall the amount bid for the item of "mobilization" exceed 5% of the total contract amount for all items listed in the proposal or bid excluding Insurance & Bonding and Trench & Excavation Safety Systems. 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 5% 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:

APAC-Central, Inc.
755 E. Millsap Rd
Fayetteville, AR 72703
Email: Doug.Luetjen@APAC.com
Phone No. 479-652-9840
Fax No. N/A

7.02 Required Bidder Information:

Arkansas State Contractor License No. (or date of application):

CO11840427

Arkansas Secretary of State Filing No. (or date of application):

100057210

System for Award Management (SAM.gov) Registration No. (or date of application):

FTNNZLURMXZ5

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: APAC-Central, Inc. (SEAL)

State of Incorporation: Delaware

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

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

Name (type or printed): Doug Luetjen

Title: Operations Manager

(CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Phone No. 479-652-9840 Fax No. N/A

Email address: Doug.Luetjen@APAC.com

Tax ID Number (TIN): 58-1401469

UEI # FTNNZLURMXZ5

Cage Code: 5VCZ5

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END OF DOCUMENT 00400

Attached Seperate

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:

Millsap Rd./College Ave. Inters. Impvts. & N. Hemlock Ave Impvts.

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.

Attached Sparks

DOCUMENT 00410 –BID BOND (continued)

Signed and sealed this _____ day of _____ 20___.

PRINCIPAL (CORPORATE SEAL)

_____

By _____

_____

SURETY

_____

By _____

_____

ATTORNEY-IN-FACT (CORPORATE SEAL)

_____

_____

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

END OF DOCUMENT 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:

Millsap Rd./College Ave. Inters. Impvts. & N. Hemlock Ave Impvts.

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	APAC - Central 755 Millsap Fayetteville AR	< 10%
SWPPP/Erosion Control	Second Nature Landscapes 211 Hwy 264, Springdale AR	< 10%
Asphalt	APAC - Central 755 Millsap Fayetteville AR	< 15%
Concrete	APAC - Central 755 Millsap Fayetteville AR	≈ 25%
Landscaping	Second Nature Landscapes 211 Hwy 264, Springdale AR	< 10%
Material Testing	McClelland Engineering 1580 E. Stearns St. Fayetteville	< 2%
Other (designate)	Electrical/Signals - TLS 13305 Santa Fe Ave, OKC, ok	15%
Utilities	Steep Creek of Garrett X	< 10%

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

Bidder's Signature

APAC - CENTRAL, INC. CORPORATE SEAL 1980 DELAWARE

Striping/Signage	Time Striping, Inc. 4963 Alma Hwy, Van Buren, AR	< 10%

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END OF DOCUMENT 00430

SPONSOR

SUPPLEMENT TO PROPOSAL

ANTI-COLLUSION AND DEBARMENT CERTIFICATION

FAILURE TO EXECUTE AND SUBMIT THIS CERTIFICATION SHALL RENDER THIS BID NONRESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION.

As a condition precedent to the acceptance of the bidding document for this project, the bidder shall file this Affidavit executed by, or on behalf of the person, firm, association, or corporation submitting the bid. The original of this Affidavit shall be filed with the SPONSOR **at the time proposals are submitted**.

AFFIDAVIT

I hereby certify, under penalty of perjury under the laws of the United States and/or the State of Arkansas, that the bidder listed below has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid for this project, is not presently barred from bidding in any other jurisdiction as a result of any collusion or any other action in restraint of free competition, and that the foregoing is true and correct.

Further, that except as noted below, the bidder, or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal funds:

a. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;

b. has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;

c. does not have a proposed debarment pending; and

d. has not been indicted, convicted, or had an adverse civil judgment rendered by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

SPONSOR

SUPPLEMENT TO PROPOSAL

ANTI-COLLUSION AND DEBARMENT CERTIFICATION

FAILURE TO EXECUTE AND SUBMIT THIS CERTIFICATION SHALL RENDER THIS BID NONRESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION.

EXCEPTIONS: N/A

APPLIED TO	INITIATING AGENCY	DATES OF ACTION

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

Job No. ArDOT # 040943

F.A.P. No. STPU - 9142 (54)

6/10/2026
(Date Executed)

APAC-Central, Inc.
(Name of Bidder)

(Signature)

Operations Manager
(Title of Person Signing)

The following Notary Public certification is **OPTIONAL** and may or may not be completed at the contractor's discretion.

State of Arkansas)
County of Washington)ss.

Doug Lueken, being duly sworn, deposes and says that he is

Operations Manager (Title) of APAC-Central, Inc. (Name of Bidder)

and that the above statements are true and correct.

Subscribed and Sworn to before me this 10 day of June, 2024.
My commission expires: 2/3/29

Amanda Menke
(Notary Public)

(NOTARY SEAL)

AMANDA MENKE NOTARY PUBLIC SEBASTIAN COUNTY - ARKANSAS COMM. #12369707 MY COMMISSION EXPIRES 02-03-2029

SPONSOR

SUPPLEMENT TO PROPOSAL

CERTIFICATION

The prospective contractor certifies, by signing and submitting this proposal, to the best of his or her knowledge and belief, that:

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

2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal-Aid contract, the prospective contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Available from Arkansas State Highway and Transportation Department, Programs and Contracts Division).

This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code.

During the period of performance of this contract, the contractor and all lower tier subcontractors must file a Form-LLL at the end of each calendar year quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any previously filed disclosure form. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

The prospective contractor also agrees by submitting his or her proposal that he or she shall require that the language of this Certification be included in all lower tier subcontracts which exceed $100,000 and that all such subcontractors shall certify and disclose accordingly.

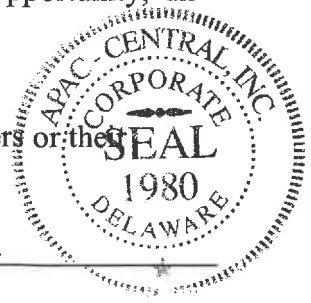
SPONSOR

SUPPLEMENT TO PROPOSAL

CERTIFICATION

THIS CERTIFICATION SHALL BE COMPLETED BY THE BIDDER AS PART OF THIS PROPOSAL

The bidder APAC-Central, Inc., proposed subcontractor _____, hereby certifies that he has ✓, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he has ✓, has not _____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.



(Currently, Standard Form 100 [EEO-1] is the only report required by the Executive Orders or their implementing regulations.)

JOB NO. ArDOT 040943

F.A.P. NO. STPU - 9142(54)

6/10/2026
(Date Executed)

APAC-Central, Inc.
(Company)

By: _____
(Signature)

Operations Manager
(Title of Person Signing)

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bond Number: 06102026

Bid Bond

CONTRACTOR:
(Name, legal status and address)

APAC-Central, Inc.
755 E. Millsap Road
Fayetteville, AR 72703

SURETY:
(Name, legal status and principal place of business)
Fidelity and Deposit Company of Maryland
1299 Zurich Way
Schaumburg, IL 60196-1056
State of Inc: Illinois

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.

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

BOND AMOUNT: 5%

PROJECT:
(Name, location or address, and Project number, if any)
Bid 26-37 (Addendum 2) (Construction - Millsap/College Intersection & Hemlock Improvements)
City of Fayetteville, AR

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 10 day of June , 2026

APAC-Central, Inc.

(Witness)

(Principal) (Seal)

(Title)

Fidelity and Deposit Company of Maryland

(Witness)

(Surety) (Seal)

(Title) Doug Luetjen, Attorney-In-Fact

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Brandon Lefevre, Murry Cline, Michael Dugan, Kristopher McClanahan, Michael Eshleman, Doug Luetjen, James Hawkins, Joshua Davis and Doug Fronick, all of Fayetteville, Arkansas**, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: Any and all bid bonds issued on behalf of **APAC - Central, Inc. of Fayetteville, Arkansas** each in a penalty not to exceed the sum of $1,000,000, **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 3rd day of January, A.D. 2023.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 3rd day of January, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Iva Bethea
Notary Public
My Commission Expires September 30, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 10 day of June, '26.







M J Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
Ph: 800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:
reportsfclaims@zurichna.com

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/21/2025

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
Liberty Mutual Insurance Co. National Insurance East
500 N 3rd St, Suite 300
Wausau, WI 54403

www.LibertyMutual.com

CONTACT NAME: Named Insured / CRH Operating Company
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Fire Insurance Company	23035
INSURER B : Liberty Insurance Corporation	42404
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
APAC-Central, Inc. (207-FAY)
PO Box 9208
Fayetteville AR 72703

COVERAGES **CERTIFICATE NUMBER:** 88024956 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY	✓	✓	TB2-C81-004095-115	9/1/2025	9/1/2026	EACH OCCURRENCE	$2,000,000
	☐ CLAIMS-MADE ☑ OCCUR			XCU Coverage Included			DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	✓ Primary/Non-Contributory						MED EXP (Any one person)	$50,000
	✓ Separation of Insured						PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	☐ POLICY ☑ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	✓	✓	AS2-C81-004095-125	9/1/2025	9/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	✓ ANY AUTO						BODILY INJURY (Per person)	$
A	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			AS2-C81-054502-525 Physical Damage only: Comprehensive Ded $10,000 Collision Ded $10,000	9/1/2025	9/1/2026	BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		✓	WA7-C8D-004095-025 All except OH, ND, WA, WY	9/1/2025	9/1/2026	✓ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N	N/A					E.L. EACH ACCIDENT	$1,000,000
B	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC7-C81-004095-015 WI, MN	9/1/2025	9/1/2026	E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

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

Bid: Millsap College intersection impv.

CERTIFICATE HOLDER

City of Fayetteville
113 W. Mountain Street
Fayetteville AR 72701

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Valerie Reece

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APAC-Central, Inc.

Shaun Long
Estimator

755 Millsap Road
Fayetteville, AR 72702
Tel: 479 587-3300
Fax: 479 521-2826
Shaun.Long@apac.com

Equipment Description
Air compressor, all portable
CAT Asphalt 10' Track Paver
CAT Asphalt 8' Wheel Paver
Wirtgen Asphalt Milling Machine
Broom, 4 wheel self-propelle
Crane, Stinger Truck mounted
Concrete Curb Machine
Concrete Paver, Slipform
Crane, Linkbelt LS-118-60ton
Crane, GroveRT59S- 20 ton
Crane, Grove AT400-30-45 ton
Crawler,Track loader- Cat963
Dozer, JD 450G - Small
Dozer, D-3C & JD 550 G & H
Dozer, Kmtsu D53A -81-95 HP
Dozer, D-6H, D65 Kom.
Dozer, D-7H- 201 - 270 HP
Dozer, D-8R, D-8N- Large
Asphalt Distibutor Truck
Asp. Roller- IR DD-24 Vibr.
Asp Roller - IR DD-90 & 110
Stump Trailer w/Truck
Service Truck Conc. Flatbed
10-Wheeler Dump Truck
Tri-Axle Dump Truck
Dump Truck w/ Demo Bed
Trackhoe Kobel. SK210, small
Kobelco 220 / 250
Trackhoe w/ Hydraulic Hammer
Kobelco 290 / 300, CAT 330
Komatsu 300 w/ Hyd. Hammer
CAT 350L
Trackhoe - Hitachi 800
Forklift, Case 584 & 586E
Farm tractor, to 40 HP
Farm tractor, 41-65 HP
Hydroseeder - Finn T110
Volvo Articulating Dump 30 T
Volvo Articulating Dump 40 T
End Dump pit truck to 40 ton
Terex 45 Ton End Dump
Rubber Tire Backhoe
Message Board / Radar Trlr.
Motor Grader, CAT 12G
Motor Grader, CAT 140G/140H

Equipment Description
Boom lift, gas or diesel RT
Boom Lift Over 60'
Material Transfer Veh. - MTV

Pump, centrifugal - 6 inch &
Dirt Roller Vibr Padfoot Sm.
Dirt Roller Vibr Padfoot Lrg
Dirt Roller Vibr Padft 12 TN
Roller, Padfoot, CAT 815B
Truck, pickup 1/2 ton
Truck, pickup 3/4 ton
Wheel loader- Small- Kaw 65Z
Wheel loader- yard- Kaw 95 Z
Wheel loader-Pit - Cat 988
Asp Rbr. Tire Roller- Static
Road widener, self-propelled
Scraper 18 to 29 cy -Cat 621
Base/Dirt Roller Vibr.- Sm.
Base/Dirt Roller Vibr.- Lge.
Scraper Paddlewheel Cat 613B
Scraper Paddlewheel Cat 615
Skid steer loader, Bob Cat
Skid Steer, Cat 236 w/ Rake
Asphalt Service Truck
Box Blade Tractor Front Load
Trench Roller, Vibr Pad Foot
Low Boy Trailer w/Truck
Truck, pickup 1 ton
Ford F450/F550, GMC 5500
Water truck 1,001-2,000 gall
Water Truck 2000 - 7000 gal
Off-Rd Water Truck 7,000 gal

License No. 0011840427

ID #2781

State of Arkansas

Commercial Contractors Licensing Board

APAC-CENTRAL. INC.
PO BOX 9208
FAYETTEVILLE, AR 72703

This is to Certify That APAC-CENTRAL. 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 April 24, 2026 **until** April 30, 2027 **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

April 24, 2026 - dsa

APAC-CENTRAL, INC.

ATTACHMENT A-2

Listed below is a partial list of the organization's current projects in progress and their estimated completion dates.

CONTRACT AMOUNT	REFERENCE	TYPE OF WORK	ESTIMATED COMPLETION DATE	PERCENT COMPLETE	LOCATION CITY/COUNTY STATE	PROJECT'S OWNER'S NAME AND ADDRESS
$ 99,982,313.86	203638. - ARDOT 040846 MLK/I-49 CMGC	Interchange Improvements & Street Widening	1-Aug-2028	41.00%	Gravette, AR	ARDOT
$ 577,107.00	203671. - ARDOT 090580 - I49 Welcome Center	Base & Paving	1-Dec-2026	47.00%	Gravette, AR	ARDOT
$ 9,470,865.00	203673. - N. 56th St. Improvements	Roadway Construction: base/paving/curb/sidewalks/storm drain/etc.	30-Dec-2027	8.00%	Springdale, AR	Crossland Heavy Contractors - City of Springdale
$ 369,425.00	203676. - Maple St Improvements	Asphalt Paving	22-Aug-2026	51.00%	Fayetteville, AR	Flintco - City of Fayetteville
$ 296,576.00	203677. - Stadium Drive Reconstruction	Asphalt Paving	22-Aug-2026	80.00%	Fayetteville, AR	Flintco - City of Fayetteville
$ 298,313.00	203683. - E. Joyce Blvd Ext. - Paving	Asphalt Paving	22-Aug-2026	83.00%	Fayetteville, AR	Precision Sitework - City of Fayetteville
$ 284,000.00	203695. - MLK Utility Relocation	Asphalt Patching	20-Jun-2027	80.00%	Fayetteville, AR	Nabholz - City of Fayetteville
$ 7,041,302.00	203696. - Don Tyson Pkwy Extension	Roadway Construction: base/paving/curb/sidewalks/storm drain/etc.	1-Nov-2026	48.00%	Springdale, AR	City of Springdale
$ 395,778.00	203699. - 2025 Tontitown Overlay	Asphalt Overlay - Fog Seal	15-Jul-2026	44.00%	Tontitown, AR	City of Tontitown
$ 1,012,885.00	203704. - Maddison Heights Subdivision	Base/Curb/Paving	30-Jul-2026	46.00%	Bentonville, AR	First Star Construction
$ 43,941,618.00	203711. - ARDOT 040746 HWY 112 Truckers Drive-Howard Nickell	Roadway Construction: base/paving/curb/sidewalks/storm drain/etc.	30-Apr-2028	1.00%	Fayetteville, AR	ARDOT

APAC-CENTRAL, INC.

ATTACHMENT A-1

Listed below is a partial list of similar projects completed within the last five years.

CONTRACT AMOUNT	TYPE OF WORK	WHEN COMPLETED	LOCATION CITY/COUNTY AND STATE	REFERENCE Name , Work Location (City, county or state)	PROJECT OWNER'S NAME AND ADDRESS
4,944,199	Grading, Concrete, Drainage, Aggregate, Asphalt	2015	Benton County, AR	202704. - XNA Reconstruction Runway 16	Northwest AR Reg Airport 1 Airport Blvd Bentonville AR 72712
16,410,071	Grading, Concrete, Drainage, Aggregate, Asphalt	2015	Benton County, AR	203228. - AHTD 090292 Bella Vista Bypass	AHTD PO Box 1262 Little Rock AR 72203
1,003,158	Grading, Concrete, Drainage, Aggregate, Asphalt	2015	Bentonville, Benton County, AR	203273. - NW 2nd ST & SW A to Walton Blvd	City of Bentonville 117 W Central Bentonville AR 72712
608,364	Drainage, Mill, Asphalt Overlay	2015	Bentonville, Benton County, AR	203290. - City of Bentonville Overlay	City of Bentonville 117 W Central Bentonville AR 72712
240,956	Asphalt Overlay	2015	Huntsville, Madison County, AR	203303. - AHTD C440091 Huntsville Overlay	AHTD PO Box 1262 Little Rock AR 72203
80,879	Asphalt Overlay	2015	Avoca, Benton County, AR	203305. - Town of Avoca Street Overlay	Town of Avoca PO Box 160 Avoca AR 72711-0160
153,396	Asphalt Overlay	2015	Lincoln, Washington Co, Arkansas	203322. - SA7294 Rd 11 Lincoln Overlay	AHTD PO Box 1262 Little Rock AR 72203
1,519,819	Grading, Concrete, Drainage, Aggregate, Asphalt	2015	Tulsa County, Oklahoma	403013. - COT PROJECT 104317	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
1,255,425	Grading, Structures, Pipe, Asph. Paving	2015	Tulsa County, Oklahoma	403047. - Yorktown III	Yorktown Holdings, LLC, 5711 E. 71st Street, Ste 120, Tulsa, OK 74136
1,429,486	Asphalt Paving	2015	Creek County, Oklahoma	403042. - T-MC-114 Sub To Koss	Koss Construction, 6830 SW Drury Ln, Topeka, KS 66604
2,878,011	Grading, Concrete, Drainage, Aggregate, Asphalt	2015	Tulsa County, Oklahoma	403014. - COT Proj. 104021-5 Mill/Overlay	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
1,879,618	Grading, Concrete, Drainage, Aggregate, Asphalt	2015	Tulsa County, Oklahoma	403027. - COT Project 104619 4th and Sheridan	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
4,877,847	Asphalt Paving	2016	Osage County, Oklahoma	403044. - NHPPY-257N(020) Osage Hwy - 60	Sherwood Construction, 1640 S. 101st E. Ave., Tulsa, OK 74128
3,061,913	Grading, Aggregate, Asphalt	2015	Joplin, Jasper Co., MO	603913 - Mercy Replacement Hospital, Joplin, MO	Mercy Hospital, Joplin, MO
1,982,497	Asphalt Paving	2015	Joplin, Jasper Co., MO	603995 - Jasper County Overlay, Carthage, MO	Jasper County Comm., Jasper County Courthouse, Carthage, MO 64836
1,019,670	Grading, Aggregate, Asphalt	2015	Neosho, Newton Co., MO	604021 - Love's Truck Stop, Neosho, MO	Love's Truck Stop, Neosho, MO
1,214,562	Site Prep., Aggregate, Milling, Asphalt	2015	Joplin, Jasper Co., MO	604023 - Joplin Airport, Joplin, Jasper Co., MO	City of Joplin, 602 S. Main Street, Joplin, MO 64801
1,151,788	Highway Construction	2015	Rt. 65 & Battlefield, Greene Co., MO	604024 - Rt. 65 & Battlefield, Greene Co., MO	MODOT, Jefferson City, MO
307,012	Asphalt Patching & Overlay	2015	Joplin, Jasper Co., MO	604026 - Tamko High Street Plt., Joplin, MO	Tamko Building Products, PO Box 1404, Joplin, MO
6,498,006	Highway Construction	2015	Rt. 49, Barton, Vernon Co., MO	604036 - Rt. 49, J7P2200, Barton, Vernon Co., MO	MODOT, Jefferson City, MO
1,895,668	Highway Construction	2015	Rt. Loop 44 & 13, Greene Co, MO	604037 - Rt. Loop 44, 13, J8P2264C, Greene, MO	MODOT, Jefferson City, MO
2,783,716	Highway Construction	2015	Rt. Bus. 60 Newton & Rt. HH Barry Co.	604038 - Rt. 60 & HH, Newton, Barry Co., MO	MODOT, Jefferson City, MO
1,486,729	Highway Construction	2015	Rt. 14, Douglas Co., MO	604039 - Rt. 14, J8S2480, Douglas Co., MO	MODOT, Jefferson City, MO
3,445,471	Highway Construction	2015	Rt. 54 & 254, Cedar, St. Clair, Hickory Co., MO	604042 - Rt. 54 & 254, Var. Counties, MO	MODOT, Jefferson City, MO
349,622	Concrete C & G, Milling, Asphalt	2015	Nevada, Vernon Co., MO	604044 - City of Nevada, Vernon Co., MO	City of Nevada, 110 S. Ash Street, Nevada, MO 64772
2,715,064	Highway Construction	2015	Rt. 60, Newton Co., MO	604047 - Rt. 60, J7O3068, Newton Co., MO	MODOT, Jefferson City, MO
615,752	Highway Construction	2015	Rt. 160, Greene Co., MO	604048 - Rt 160, J8S0890B, Greene Co., MO	MODOT, Jefferson City, MO
374,476	Grading, Aggregate, Asphalt	2015	Republic, Greene Co., MO	604049 - Republic Bus Barn, Republic, Greene, MO	Republic School Dist., Republic, MO
376,998	Removals, Grading, Aggr., Conc. C & G, Asphalt	2015	Springfield, Greene Co., MO	604051 - Moore Parking Lot, Springfield, MO	Jordan Valley Community Health Ctr., PO Box 5681, Springfield, MO
316,662	Grading, Aggregate, Asphalt	2015	Springfield, Greene Co., MO	604053 - Greene Co. FR 178, Springfield, MO	Greene County Highway Dept., Springfield, MO
240,577	Asphalt Paving	2015	Lamar, Barton Co., MO	604067 - City of Lamar Overlay, Barton Co., MO	City of Lamar, 1104 Broadway Street, Lamar, MO 64759
6,890,371	Grading, Concrete, Drainage, Aggregate, Asphalt	2016	Centerton, Benton Co., AR	203246. - AHTD-090174-Hwy 102 Centerton	AHTD PO Box 1262 Little Rock AR 72203
1,701,612	Asphalt Paving	2016	Bella Vista, Benton Co., AR	203255. - AHTD-090293-Bella Vista Bypass (Kolb)	Kold Grading 5731 St. Charles MO 63304
1,385,003	Asphalt Paving	2016	Fayetteville, Washington Co. Arkansas	203259. - AHTD-040489-Hwy 112- Sub to Sweetser	Sweetser Construcion 590 W Poplar Fayetteville AR 72703
374,621	Asphalt Paving and Pavement Marking	2016	Rogers, Benton County, AR	203260. - AHTD-090383- Hwy 62 Rogers East & West Overlay	AHTD PO Box 1262 Little Rock AR 72203
1,235,976	Grading, Concrete, Drainage, Aggregate, Asphalt	2016	Johnson, Washington County, AR	203279. - AHTD BB0412 Johnson Mill Blvd Interchng Impvts	AHTD PO Box 1262 Little Rock AR 72203
1,142,939	Grading, Concrete, Drainage, Aggregate, Asphalt	2016	Siloam Springs, Benton Co, Arkansas	203280. - AHTD 090269 Kenwood St Siloam Springs	AHTD PO Box 1262 Little Rock AR 72203
170,745	Asphalt Paving	2016	Huntsville, Madison County, AR	203304. - Harmony Road - City of Huntsville	City of Huntsville PO Box 549 Huntsville AR 72740
18,580	Asphalt Paving	2016	Greenland, Washington County, AR	203306. - City of Greenland - Additional Asphalt Pving	City of Greenland 8 E Ross St Greenland AR 72737
229,955	Asphalt Paving	2016	Bentonville, Benton County, AR	203310. - J Street Warehouse Paving - Bentonville	Crossland Construction Co 833 S East Ave Columbus KS 66725
55,031	Asphalt Paving	2016	Fayetteville, Washington Co. Arkansas	203311. - Quarry Trace Subdivision Fayetteville	Sweetser Construcion 590 W Poplar Fayetteville AR 72703
65,419	Grading, Asphalt Paving	2016	Fayetteville, Washington Co. Arkansas	203313. - AHTD 040646 - I-49 Median Cable (Sub to Time Striping)	Time Striping Inc PO Box 1236 Van Buren AR 72957
6,890,371	Grading, Concrete, Drainage, Aggregate, Asphalt	2016	Centerton, Benton Co., AR	203246. - AHTD-090174-Hwy 102 Centerton	AHTD PO Box 1262 Little Rock AR 72203
1,701,612	Asphalt Paving	2016	Bella Vista, Benton Co., AR	203255. - AHTD-090293-Bella Vista Bypass (Kolb)	Kold Grading 5731 St. Charles MO 63304
1,385,003	Asphalt Paving	2016	Fayetteville, Washington Co. Arkansas	203259. - AHTD-040489-Hwy 112- Sub to Sweetser	Sweetser Construcion 590 W Poplar Fayetteville AR 72703
374,621	Asphalt Paving and Pavement Marking	2016	Rogers, Benton County, AR	203260. - AHTD-090383- Hwy 62 Rogers East & West Overlay	AHTD PO Box 1262 Little Rock AR 72203
1,235,976	Grading, Concrete, Drainage, Aggregate, Asphalt	2016	Johnson, Washington County, AR	203279. - AHTD BB0412 Johnson Mill Blvd Interchng Impvts	AHTD PO Box 1262 Little Rock AR 72203
1,142,939	Grading, Concrete, Drainage, Aggregate, Asphalt	2016	Siloam Springs, Benton Co, Arkansas	203280. - AHTD 090269 Kenwood St Siloam Springs	AHTD PO Box 1262 Little Rock AR 72203
170,745	Asphalt Paving	2016	Huntsville, Madison County, AR	203304. - Harmony Road - City of Huntsville	City of Huntsville PO Box 549 Huntsville AR 72740
18,580	Asphalt Paving	2016	Greenland, Washington County, AR	203306. - City of Greenland - Additional Asphalt Pving	City of Greenland 8 E Ross St Greenland AR 72737
229,955	Asphalt Paving	2016	Bentonville, Benton County, AR	203310. - J Street Warehouse Paving - Bentonville	Crossland Construction Co 833 S East Ave Columbus KS 66725
55,031	Asphalt Paving	2016	Fayetteville, Washington Co. Arkansas	203311. - Quarry Trace Subdivision Fayetteville	Sweetser Construcion 590 W Poplar Fayetteville AR 72703
65,419	Grading, Asphalt Paving	2016	Fayetteville, Washington Co. Arkansas	203313. - AHTD 040646 - I-49 Median Cable (Sub to Time Striping)	Time Striping Inc PO Box 1236 Van Buren AR 72957
3,788,770	Grading, Curb, Sidewalk, Aggregates, Asphalt	2016	Tulsa, Oklahoma	403052. - COT Project 104020 Various Streets	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
1,891,105	Asphalt Paving	2016	Craig Co., OK	403054. - US-59 STPY-115S(067) Craig County	ODOT, 200 NE 21st Street, OKC, OK 73105
906,959	Grading, Curb, Sidewalk, Aggregates, Asphalt	2016	Tulsa, Oklahoma	403066. - COT Project 144020	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
1,752,791	Mill & Asphalt Overlay	2016	Craig Co., OK	403073. - SH-66 SSR-218C(045)SR Craig	ODOT, 200 NE 21st Street, OKC, OK 73105
582,610	Grading, Aggr., Concrete C & G, Asphalt	2016	Springfield, Greene Co., MO	604045. - Crossway Baptist Church, Springfield, Greene Co., MO	Crossway Baptist Church, Springfield, MO
1,739,318	Highway Construction	2016	Rt. 65 DDI Christian Co., MO	604060. - Rt. 65 DDI, Christian Co., MO	MODOT, Jefferson City, MO
2,210,892	Highway Construction	2016	Rt. 54 Hickory, St. Clair Co., MO	604078. - Rt. 54 Hickory, St. Clair Co., MO	MODOT, Jefferson City, MO
1,112,154	Highway Construction	2016	Rt. 65 Benton Co., MO	604079. - Rt. 65 Benton Co., MO	MODOT, Jefferson City, MO
216,719	Asphalt Paving	2016	Springfield, Greene Co., MO	604082. - Fremont Elementary School, Springfield, Greene Co., MO	Springfield School Dist., Springfield, MO
175,758	Asphalt Paving	2016	Republic, Greene Co., MO	604105. - Woodland Park Estates, Republic, Greene Co., MO	BT & TD Investments, 910 E. Dade #161, Everton, MO 65646
534,065	Asphalt Overlay	2016	Bolivar, Polk Co., MO	604115. - Various Rds., Polk Co., MO	County of Polk, 102 E. Broadway Str., Bolivar, MO 65613
90,450	Asphalt Paving	2016	Clever, Christian Co., MO	606150. - Street Improvements, Clever, Christian Co., MO	City of Clever, PO Box 52, Clever, MO 65631
90,337	Asphalt Overlay	2016	Neosho, Newton Co., MO	606170. - Various Rds., Neosho, Newton Co., MO	Neosho Special Rd. Dist., PO Box 51, Neosho, MO 64850
63,000	Asphalt Paving	2016	Osceola, St. Clair Co., MO	606182. - Osceola First Baptist Church, Osceola, St. Clair Co., MO	Osceola First Baptist Church, PO Box 385, Osceola, MO 64776
5,626,890	Grading, Concrete, Drainage, Aggregate, Asphalt	2017	Springdale, Washington Co., AR	203250. - AHTD-040490-Hwy 265 Springdale	Arkansas Department of Transportation PO Box 1262, Little Rock, AR 72203
9,727,686	Grading, Concrete, Drainage, Aggregate, Asphalt	2017	Johnson-Springdale, Washington Co., AR	203251. - CP-0808-Johnson Road Springdale	City of Springdale, 201 Spring St., Springdale, AR 72764

APAC-CENTRAL, INC.

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Listed below is a partial list of similar projects completed within the last five years.

CONTRACT AMOUNT	TYPE OF WORK	WHEN COMPLETED	LOCATION CITY/COUNTY AND STATE	REFERENCE Name , Work Location (City, county or state)	PROJECT OWNER'S NAME AND ADDRESS
120,778	Asphalt, Drainage, Concrete	2017	Siloam Springs, Benton Co., AR	203258. - AHTD-090268-Sager Creek-Sub to Manhattan	Arkansas Department of Transportation PO Box 1262, Little Rock, AR 72203
5,344,701	Asphalt Paving	2017	Fayetteville, Washington Co., AR	203271. - AHTD #040605 Hwy 16W Porter Rd Pace	Arkansas Department of Transportation PO Box 1262, Little Rock, AR 72203
15,681,579	Grading, Concrete, Drainage, Aggregate, Asphalt	2017	Bethel Heights, Benton Co., AR	203275. - AHTD 090331 I-540 at Wagon Wheel Rd	Arkansas Department of Transportation PO Box 1262, Little Rock, AR 72203
4,402,702	Grading, Concrete, Drainage, Aggregate, Asphalt	2017	Fayetteville, Washington Co., AR	203278. - Van Asche Dr, Gregg St Garland Ave	City of Fayetteville, 113 W. Mountain, Fayetteville, AR 72701
384,516	Asphalt Paving	2017	Springdale, Washington Co., AR	203298. - AHTD # 040581 HWY 180 LEROY POND DR	Arkansas Department of Transportation PO Box 1262, Little Rock, AR 72203
1,149,112	Asphalt Overlay	2017	Springdale, Washington Co., AR	203318. - City of Springdale Street Paving 2015	City of Springdale, 201 Spring St., Springdale, AR 72764
2,773,777	Grading, Concrete, Drainage, Aggregate, Asphalt	2017	Springdale, Washington Co., AR	203320. - 040619 - Johnson Road Phase 2 CO 4	City of Springdale, 201 Spring St., Springdale, AR 72764
12,125	Concrete	2017	Johnson, Washington County, AR	203323. - City of Johnson Ditch Paving - McGuire Street	City of Johnson, 2904 Main Dr., Johnson 72737
75,392	Asphalt Paving	2017	Rogers, Benton County, AR	203330. - Grand Points Subdivision - Rogers	J. Johnson Construction Company, Inc., 1300 Morsani Dr., Rogers, AR 72756
1,294,277	Asphalt Overlay	2017	Madison/Washington Co. Line, AR	203334. - AHTD 090444 WASHINGTON CO LINE HWY 16E OL	Arkansas Department of Transportation PO Box 1262, Little Rock, AR 72203
15,811	Asphalt Overlay	2017	St. Paul, Madison Co., AR	203340. - Oak Street Add-on St. Paul	Town of Saint Paul, PO Box 19, Saint Paul, AR 72760
22,366	Concrete Paving, Asphalt Paving	2017	Fayetteville, Washington Co., AR	203341. - Dr. Bryan Abernathy Driveway - Prepaid	Bryan Abernathy, 1806 N. Crossover Rd., Suite 4, Fayetteville, AR 72701
158,559	Asphalt Paving	2017	Fayetteville, Washington Co., AR	203349. - Mountain Ranch Subdivision - Phase 3	Trufove Construction, LLC, P.O. Box 182, Berryville, AR 72616
331,681	Asphalt Overlay	2017	Siloam Springs, Benton Co, AR	203358. - AHTD 090483 - Hwy 43 OL	Arkansas Department of Transportation PO Box 1262, Little Rock, AR 72203
290,347	Asphalt Paving	2017	Fayetteville, Washington Co., AR	203366. - Collier's Race Track	Sweetser Construction 590 W Poplar Fayetteville AR 72703
3,011,251	Grading, Concrete, Drainage, Aggregate, Asphalt	2017	Tulsa, Oklahoma	403036. - COT Project 104231 33rd West Ave. Tulsa, OK	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
3,629,266	Mill & Asphalt Overlay	2017	SH-28, Rogers County, OK	403055. - SH-28 SSR-253C(028)SR/SSR-266C(034)SR ROGERS	ODOT, 200 NE 21st Street, OKC, OK 73105
3,744,016	Mill & Asphalt Overlay	2017	Will Rogers Turnpike, Craig County, OK	403076. - WR-MC-129	Oklahoma Turnpike Authority, P.O. Box 11357, OKC, OK 73136
869,369	Mill & Asphalt Overlay	2017	Avant, Osage County, OK	403078. - CO 450 STP-257B(046) 3P OSAGE (Avant)	ODOT, 200 NE 21st Street, OKC, OK 73105
869,244	Mill & Asphalt Overlay	2017	Wyandotte, SH-10, Ottawa County, OK	403089. - SSR-253C(025)SR Ottawa SH-10 Wyandotte	ODOT, 200 NE 21st Street, OKC, OK 73105
5,035,676	Grading, Concrete, Drainage, Aggregate, Asphalt	2017	Joplin, Jasper Co., MO	603961. - Malden Lane Widening, Joplin, MO	City of Joplin, 602 S. Main Street, Joplin, MO 64801
2,839,631	Grading, Concrete, Aggregate, Asphalt	2017	Rt. 60 Newton Co., MO	604047. - Rt. 60 Newton Co., MO	MODOT, Jefferson City, MO
2,756,291	Grading, Concrete, Aggregate, Asphalt	2017	Rt. 60 Barry, Lawrence Co., MO	604076. - Rt. 60 Barry, Lawrence Co., MO	MODOT, Jefferson City, MO
3,869,808	Grading, Concrete, Aggregate, Asphalt	2017	Rt. 65 Benton, Dallas, Hickory Co., MO	604077. - Rt. 65 Benton, Dallas, Hickory Co., MO	MODOT, Jefferson City, MO
142,282	Grading, Concrete, Aggregate, Asphalt	2017	Springfield, Greene Co., MO	604083. - Loren Cook Addition, Springfield, Greene Co., MO	Loren Cook, Springfield, MO
304,363	Grading, Concrete, Aggregate, Asphalt	2017	City of Aurora, Lawrence, Co., MO	604087. - White Park Trail, Aurora, Lawrence Co., MO	City of Aurora, PO Box 30, Aurora, MO 65605
4,444,970	Grading, Concrete, Aggregate, Asphalt	2017	Rt. 60 Wright Co., MO	604090. - Rt. 60 Wright Co., MO	MODOT, Jefferson City, MO
4,030,673	Grading, Concrete, Aggregate, Asphalt	2017	Rt. 13 Henry, St. Clair Co., MO	604094. - Rt. 13 Henry, St. Clair Co., MO	MODOT, Jefferson City, MO
730,322	Grading, Concrete, Drainage, Aggregate, Asphalt	2017	Springfield, Greene Co., MO	604097. - Packer Rd. Ext. & Cedarbrook, Springfield, Greene Co., MO	New Prime Inc., PO Box 4208, Springfield, MO 65808
452,235	Concrete C&G, Asphalt Paving	2017	Nevada, Vernon Co., MO	604100. - City Streets, Nevada, Vernon Co., MO	City of Nevada, 110 S. Ash Street, Nevada, MO 64772
845,978	Grading, Concrete, Drainage, Aggregate, Asphalt	2017	Springfield, Greene Co., MO	604106. - Pilot Flying J, Springfield, Greene Co., MO	Pilot Travel Ctrs., LLC, PO Box 10146, Knoxville, TN 37939
1,186,573	Grading, Aggregate, Asphalt	2017	Ozark, Christian Co., MO	604108. - Street Overlay, Ozark, Christian Co., MO	City of Ozark, PO Box 295, Ozark, MO 65721
380,637	Aggregate, Asphalt Paving	2017	Neosho, Newton Co., MO	604113. - Neosho Jr. High, Neosho, Newton Co., MO	Neosho R-5 School Dist., 418 Fairground Rd., Neosho, MO 64850
1,153,157	Grading, Concrete, Drainage, Aggregate, Asphalt	2017	Springfield, Greene Co., MO	604117. - Springfield-Branson Airport, Springfield, Greene Co., MO	City of Springfield, 216 E. Central, Springfield, MO 65802
214,436	Remove & Replace Concrete	2017	Hollister, Taney Co., MO	604121. - UPS, Hollister, Taney Co., MO	UPS, 5501 Fourche Dam Pike, Little Rock, AR 72206
343,247	Grading, Concrete, Aggregate, Asphalt	2017	Springfield, Greene Co., MO	604126. - Springfield Grocer, Springfield, Greene Co., MO	Springfield Grocer, Springfield, MO
199,800	Earthwork, Drainage, Asphalt Paving	2017	Mountain Grove, Wright Co., MO	604141. - Mountain Grove Campus, Mountain Grove, Wright Co., MO	Missouri State University, 901 S. National Ave., Springfield, MO 65897
628,901	Asphalt paving	2018	Winslow, Washington, AR	203328. - AHTD #040207 Devils Den-West (Pace)	Arkansas Department of Transportation PO Box 1262, Little Rock, AR 72203
1,476,112	Excavation/subsurface, Drainage, Aggregate, Concrete, Asphalt	2018	Siloam Springs, Benton, AR	203361. - AHTD 090408 Hwy 43 KCS Railroad Overpass	Arkansas Department of Transportation PO Box 1262, Little Rock, AR 72203
270,035	Excavation/subsurface, Drainage, Aggregate, Concrete, Asphalt	2018	Bella Vista, Benton, AR	203365. - AHTD C04010 Bella Vista Cedar Crest Dr Surfacing	Arkansas Department of Transportation PO Box 1262, Little Rock, AR 72203
631,060	Millings and asphalt paving.	2018	Alma, Crawford, AR	203375. - AHTD C17006 - Alma & Kibler OL	Arkansas Department of Transportation PO Box 1262, Little Rock, AR 72203
143,612	Mill and asphalt with driveways	2018	Bentonville, Benton, AR	203376. - NW 3rd St Phase 3	City of Bentonville, 117 W. Central Ave., Bentonville, AR 72712
369,963	Excavation, base, drainage, concrete, signage	2018	Bella Vista, Benton, AR	203379. - Suite-Us Drive Improvements Bella Vista	City of Bella Vista, 616 W. Lancashire Blvd., Bella Vista, AR 72714
5,915,033	Concrete Patching, Asphalt Paving	2018	Tulsa, OK	403097. - NHPP-272A(126)3B/SSP-272N(203)SS/STP-272S(174)3B	ODOT, 200 NE 21st Street, OKC, OK 73105
2,280,226	Asphalt Milling and Asphalt Paving, Airport Runway	2018	Claremore, OK	403106. - Claremore Runway and Taxiway Rehab	City of Claremore, 104 South Muskogee Ave., Claremore, OK 74019
578,451	Fine Grade, Asphalt Paving, Concrete Curb & Gutter, Drainage	2018	Jenks, OK	403107. - Yorktown Phase 5	Yorktown Holdings, LLC., 5741 E. 71st St Suite 120, Tulsa, OK 74136
1,270,176	Grading, Aggregate, Asphalt Paving	2019	Springfield, Greene Co., MO	604187. - Menards East Non-Public Portion	Menards, Inc., Springfield, MO
150,013	Asphalt Paving	2019	Springfield, Greene Co., MO	604188. - Menards East Public Portion	Menards, Inc., Springfield, MO
998,245	Grading, Aggregate, Asphalt	2019	Var. Rts., Jasper Co., MO	604194. - Rt. HH, AA, VV Jasper Co. J7S3055	MODOT Southwest Dist., PO Box 868, Springfield, MO 65801
416,958	Asphalt Paving	2019	Rt. 43 Newton Co, MO	604195. - Rt. 43 Newton Co. J7S2227D	MODOT Southwest Dist., PO Box 868, Springfield, MO 65801
739,126	Asphalt Paving	2019	Rt. 66, Jasper Co., MO	604196. - Rt. 66 Jasper Co., J7S3118	MODOT Southwest Dist., PO Box 868, Springfield, MO 65801
378,352	Asphalt Paving	2019	Rt. TT, Jasper Co., MO	604197. - Rt. TT Jasper Co., J7S3162	MODOT Southwest Dist., PO Box 868, Springfield, MO 65801
129,796	Grading, Aggregate, Concrete, Asphalt	2019	Springfield, Greene Co., MO	604199. - Hickman Woods, Springfield	Hawkins & Sons, LLC, 3606 E. Gasconade, Springfield, MO 65809
103,548	Excavation, Asphalt Paving	2019	Joplin, Jasper Co., MO	604200. - Owens Corning / Joplin Mineral Wool Plant	Owens Corning Sales, LLC, PO Box 13950, Durham, NC 27709
13,461,621	Grading, Aggregate, Asphalt	2019	Rt. 44, Jasper, Lawrence Co., MO	604203. - Rt. 44 Jasper, Lawrence J7I3073	MODOT Southwest Dist., PO Box 868, Springfield, MO 65801
3,710,311	Asphalt paving	2019	Rogers, Benton, AR	203360. - AHTD 090376 8th St Interchange	Arkansas Department of Transportation PO Box 1262, Little Rock, AR 72203
4,977,105	Asphalt paving	2019	Creek County, OK	403103. - T-MC-107C1 Turner Turnpike	Dult Construction, P.O. Box 3788, Edmond, OK 73083
2,376,552	Grading, Aggregate, Drainage, Concrete, Asphalt	2019	Rt. 65 Greene Co., MO	604163. - MODOT Rt. 65 Greene Co. J8P3036	MODOT Southwest Dist., PO Box 868, Springfield, MO 65801
2,122,664	Excavation, Grading, Aggregate, Drainage, Concrete, Asphalt	2019	Rt. 360 & 60 Greene Co., MO	604169. - MODOT Rt. 360 & 60 Greene Co., J8P3102	MODOT Southwest Dist., PO Box 868, Springfield, MO 65801
3,658,849	Grading, Aggregate, Asphalt	2019	Rt. 13 St. Clair Co., MO	604177. - Rt. 13 St. Clair Co., J7S2232	MODOT Southwest Dist., PO Box 868, Springfield, MO 65801
212,857	Aggregate, Asphalt	2019	Rt. 76 Taney Co., MO	604184. - Rt. 76 Taney Co., 3 Bridges Ends J7S3067, B, C	MODOT Southwest Dist., PO Box 868, Springfield, MO 65801
335,091	Grading, Aggregate, Asphalt Paving	2019	Springfield, Greene Co., MO	604190. - 3M Site Package	3M Company, PO Box 3428, St. Paul, MN 55133
6,899,198	Excavation/subsurface, Drainage, Aggregate, Concrete, Asphalt	2020	Springdale, Washington, AR	203418. - Gene George Blvd (56th St.) - Section 1	City of Springdale, 201 Spring St., Springdale, AR 72764
1,209,148	Excavation/subsurface, Drainage, Aggregate, Concrete, Asphalt	2020	Bentonville, Benton, AR	203420. - Hwy 102-SW "I" Street	City of Bentonville, 117 W. Central Ave., Bentonville, AR 72712
1,045,551	Excavation/subsurface, Drainage, Aggregate, Concrete, Asphalt	2020	Centerton, Benton, AR	203412. - Hwy 102B-Seba Road	Arkansas Department of Transportation PO Box 1262, Little Rock, AR 72204
8,490,898	Excavation/subsurface, Drainage, Aggregate, Concrete, Asphalt	2019	Rogers, Benton, AR	203378. - Bellview Road South Improvements	City of Rogers, 301 W. Chestnut, Rogers, AR 72756
10,243,392	Excavation/subsurface, Drainage, Aggregate, Concrete, Asphalt	2019	Springdale, Washington, AR	203383. - ArDOT 012007 Randall Wobbe-264 Hwy 265	Arkansas Department of Transportation PO Box 1262, Little Rock, AR 72203
3,754,094	Milling, Asphalt Paving, Concrete	2020		203433. - ArDOT 090561 Hwy 12 - I-49 (71B OL)	Arkansas Department of Transportation PO Box 1262, Little Rock, AR 72203
428,784	Asphalt paving	2019	Bentonville, Benton, AR	203440. - Bentonville Street OL 2019	City of Bentonville, 117 W. Central Ave., Bentonville, AR 72712

APAC-CENTRAL, INC.

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CONTRACT AMOUNT	TYPE OF WORK	WHEN COMPLETED	LOCATION CITY/COUNTY AND STATE	REFERENCE Name , Work Location (City, county or state)	PROJECT OWNER'S NAME AND ADDRESS
8,498,764	Milling, Asphalt Paving, Aggregate	2020	Waldron, Scott, AR	203445. - ArDOT A40002 Waldron - Yell Co	Arkansas Department of Transportation PO Box 1262, Little Rock, AR 72203
2,497,437	Excavation/subsurface, Drainage, Aggregate, Concrete, Asphalt	2019	Ottawa County, OK	403121. - STATE LINE ROAD OTTAWA COUNTY	Ottawa County, 102 E. Central, Miami, OK 74354
2,462,453	Milling, Asphalt Paving	2019	Tulsa County, OK	403127. - Taxiway J North Reconstruction ESS	Tulsa International Airport / Emory Sapp & Sons, 2301 I-70 Drive, Columbia, MO
7,430,589	Excavation/subsurface, Drainage, Aggregate, Concrete, Asphalt	2020	Tulsa,Tulsa County, OK	403130. - COT 170965 MINGO RD	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
7,966,930	Milling, Asphalt Paving, guardrail	2019	Springdale, Washington, AR	403134 - NHPP-0072(57) ARDOT 040774 US 412	Arkansas Department of Transportation PO Box 1262, Little Rock, AR 72203
4,935,148	Grading, Aggregate, Drainage, Concrete, Asphalt	2020	Rt. 160 Christian Co., MO	604242. - Rt. 160 & 13 Christian Stone J7S3133/MODOT S.W. Dist.	MODOT Southwest Dist., PO Box 868, Springfield, MO 65801
6,299,102	Excavation, Grading, Aggregate, Drainage, Concrete, Asphalt	2020	Rt. 160 Christian Co., MO	604257. - Rt. 160 Christian Greene J8O3141/MODOT SW Dist.	MODOT Southwest Dist., PO Box 868, Springfield, MO 65801
26,934,336	Excavation,Bridge,Drainage,Asphalt,Traffic Signalization	2020	Rogers, Benton, AR	203401. - ArDOT BB0903 - I-49/Hwy 71B Interchange	Arkansas Department of Transportation PO Box 1262, Little Rock, AR 72202
53,385,638	Milling, Asphalt Paving, Bridge deck modifications, guardrail	2020	Ft. Smith, Crawford, AR	203415. - ArDOT BB0401 - I-405-540	Arkansas Department of Transportation PO Box 1262, Little Rock, AR 72204
1,645,342	Excavation/subsurface, Drainage, Aggregate, Concrete, Asphalt	2021	Tontitown, AR	203453 - Fletcher Avenue Improvements	City of Tontitown, Henri De Tonti Blvd, Tontitown, AR
687,387	Excavation/subsurface, Drainage, Aggregate, Concrete, Asphalt	2021	Farmington, AR	203467 - ArDOT C72003 Farmington Double Springs Rd Impv.	Arkansas Department of Transportation PO Box 1262, Little Rock, AR 72204
947,629	Excavation/subsurface, Drainage, Aggregate, Concrete, Asphalt	2020	Fayetteville, AR	203469 - Wallin Mountain Road Rehab	Washington County Road Department, Fayetteville Arkansas 72701
214,012	Milling, Asphalt Paving	2020	Jasper, AR	203471 - ArDOT SA4438, Madison County	Arkansas Department of Transportation PO Box 1262, Little Rock, AR 72204
802,269	Milling, Asphalt Paving, Aggregate	2020	Fayetteville, AR	203477 - ArDOT 7299 Co. Road 30&32	Arkansas Department of Transportation PO Box 1262, Little Rock, AR 72204
6,097,916	Excavation/subsurface, Drainage, Aggregate, Concrete, Asphalt	2021	Fayetteville, AR	203478 - ArDOT 040579 College Ave - Huntsville Rd	Arkansas Department of Transportation PO Box 1262, Little Rock, AR 72204
1,487,625	Excavation/subsurface, Drainage, Aggregate, Concrete, Asphalt	2021	Springdale, AR	203480 - ArDOT EF7211 Spring Creek Str. & Approaches	Arkansas Department of Transportation PO Box 1262, Little Rock, AR 72204
3,128,001	Excavation/subsurface, Drainage, Aggregate, Concrete, Asphalt	2021	Rogers, AR	203481 - Rogers Airport Taxilane PH 2	City of Rogers, 301 W. Chestnut, Rogers, AR 72756
9,000,000	Excavation/subsurface, Drainage, Aggregate, Concrete, Asphalt	2022	Springdale, AR	203497 - 64th Street Improvements	City of Springdale, 201 Spring St., Springdale, AR 72764
350,000	Milling, Asphalt Paving, Aggregate	2022	Fayetteville, AR	203499 - Sain Street Extension	City of Fayetteville, W Mountain Street, Fayetteville AR
3,500,000	Milling, Asphalt Paving, Aggregate	2022	Bella Vista, AR	2034500 - ArDOT A80007 - Mo St Line - Hwy 279	Arkansas Department of Transportation PO Box 1262, Little Rock, AR 72204
250,000	Asphalt Paving & Base Laydown	2022	Rogers, AR	2034501 - Independence Plaza Retail	PROJECT'S OWNER'S
300,000	Milling, Asphalt Paving, Aggregate	2021	Goshen, AR	203508 - C72013 - Goshen Overlay	Arkansas Department of Transportation PO Box 1262, Little Rock, AR 72204
1,200,000	Milling, Asphalt Paving, Aggregate	2021	Dry Fork, AR	203509 - ArDOT A80008 - Hwy 412 Overlay	Arkansas Department of Transportation PO Box 1262, Little Rock, AR 72204
15,000,000	Excavation/subsurface, Drainage, Aggregate, Concrete, Asphalt	2023	Fayetteville, AR	203504 - ArDOT 040847 Washington Interchange	Arkansas Department of Transportation PO Box 1262, Little Rock, AR 72204
8,000,000	Milling, Asphalt Paving, Aggregate	2023	Bentonville, AR	203511 - Water Tower Road/8th Street Improvements	City of Bentonville

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bond Number: 06102026

Bid Bond

CONTRACTOR:
(Name, legal status and address)

APAC-Central, Inc.
755 E. Millsap Road
Fayetteville, AR 72703

SURETY:
(Name, legal status and principal place of business)
Fidelity and Deposit Company of Maryland
1299 Zurich Way
Schaumburg, IL 60196-1056
State of Inc: Illinois

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.

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

BOND AMOUNT: 5%

PROJECT:
(Name, location or address, and Project number, if any)
Bid 26-37 Addendum 2 (Construction - Millsap/College Intersection & Hemlock Improvements)
City of Fayetteville, AR

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 10 day of June , 2026

APAC-Central, Inc.

(Witness) (Principal) (Seal)

(Title)

Fidelity and Deposit Company of Maryland

(Witness) (Surety) (Seal)

(Title) Doug Luetjen, Attorney-In-Fact

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Brandon Lefevre, Murry Cline, Michael Dugan, Kristopher McClanahan, Michael Eshleman, Doug Luetjen, James Hawkins, Joshua Davis and Doug Fronick, all of Fayetteville, Arkansas**, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: Any and all bid bonds issued on behalf of **APAC - Central, Inc. of Fayetteville, Arkansas** each in a penalty not to exceed the sum of $1,000,000, **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 3rd day of January, A.D. 2023.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 3rd day of January, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Iva Bethea
Notary Public
My Commission Expires September 30, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 10 day of June, '26.







MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
Ph: 800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:
reportsfclaims@zurichna.com

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

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 26-37, Construction – Millsap/College Intersection & Hemlock Improvements

DEADLINE: Wednesday, June 10, 2026 before 2:00 PM, Local Time
PRE-BID MEETING: Wednesday, May 27, 2026 at 11:00 AM
SR. PROCUREMENT AGENT: Kenny Fitch, kfitch@fayetteville-ar.gov
DATE OF ISSUE & ADVERTISEMENT: 05/17/2026 & 05/24/2026

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 – 688 Total Pages
FILE #02: PLANS – 92 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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Advertisement

City of Fayetteville, Arkansas
INVITATION TO BID
Bid 26-37, Construction – Millsap/College Intersection & Hemlock Improvements

The City of Fayetteville is accepting sealed bids from contractors for the construction of improvements to the intersection at Millsap Rd. and College Ave. including the relocation & construction of N. Hemlock Avenue. Improvements include roadway construction, curb & gutter, sidewalks, drainage, and traffic signal modifications. 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 Wednesday, May 27, 2026, at 11:00 AM. Details regarding the pre-bid meeting are available on the project page of 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 Wednesday, June 10, 2026, before 2:00 PM local time, utilizing the electronic bidding software or by submitting a sealed bid to the City of Fayetteville Procurement Division. Submitting a bid electronically is strongly encouraged. A public bid opening will be conducted shortly after the deadline and livestreamed on Zoom.

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

Bidders shall have a valid State of Arkansas Contractor's License, have a valid registration and be in good standing with the Arkansas Secretary of State, and have an active registration with the System for Award Management (SAM.gov) at the time of the contract award.

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

The City of Fayetteville hereby notifies all bidders that this contract is subject to applicable labor laws, non-discrimination provisions, wage rate laws and other federal laws including the Fair Labor Standards Acts of 1938. The Work Hours Act of 1962 and Title VI of the Civil Rights Act of 1964 also apply. Build America, Buy America provisions apply to this project.

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: 05.17.26 & 05.24.26
This publication was paid for by the Procurement Division of the City of Fayetteville, Arkansas.
Amount paid: $496.12

Project Manual

CITY OF
FAYETTEVILLE
ARKANSAS

Engineering Division
113 West Mountain Street
Fayetteville, Arkansas
72701

MILLSAP RD. / COLLEGE AVE. INTERS. IMPVTS. & N. HEMLOCK AVE. IMPVTS.

CERTIFICATE OF AUTHORIZATION
BURNS & McDONNELL ENGINEERING COMPANY, INC.
No.17
ARKANSAS-ENGINEER

BID # 26-37, Construction
Date: May, 2026

STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
No. 14032
JONATHAN ELY
5/14/2026

Bid Check List

Bid 26-37 , Job 040943, MILLSAP/COLLEGE INTERSECTION IMPRVMNT PROJECT

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. Information is shown below only as a matter of convenience. 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 for at least five percent (5%) of the amount bid (inclusive of any deductive alternates). Cashiers checks shall be made payable to the City of Fayetteville, AR.

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

☐ All line items shall be appropriately filled out and extended to reveal the line item price as well as the total bid price.

All bidders shall submit the following forms with each bid:

☐ Bidder's Qualification Statement (pages 11 - 14),

☐ Bid Form (pages 26 - 31),

☐ Bid Bond (pages 32 - 33),

☐ List of Subcontractors (page 34),

☐ Sponsor Supplement to Proposal - Anti-Collusion and Debarment (pages 680 - 681),

☐ Sponsor Supplement to Proposal - Certification (pages 682 - 683)

Bid Check List

Bid 26-37 , Job 040943, MILLSAP/COLLEGE INTERSECTION IMPRVMNT PROJECT

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

A State of Arkansas Contractor's License is **not** required to bid on the project; however, no contractor shall submit a bid prior to submitting an initial application (which does not require a full audit) for licensure, and no construction contract shall be executed until the successful bidder has furnished an appropriate license issued by the State of Arkansas Contractor's Licensing Board.

CONTRACTOR NAME: _____

ARKANSAS CONTRACTORS LICENSE NUMBER: _____

(This is a Federal Aid Project and therefore a License Number is **not** required for bidding)

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MILLSAP RD./COLLEGE AVE. INTERS. IMPVTS. & N. HEMLOCK AVE. IMPVTS.

CONTRACT DOCUMENTS

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TECHNICAL SPECIFICATIONS

CITY OF FAYETTEVILLE STANDARD SPECIFICATIONS FOR STREET AND DRAINAGE CONSTRUCTION

CITY OF FAYETTEVILLE STANDARD SPECIFICATIONS FOR DESIGN AND CONSTRUCTION OF WATER LINES AND SEWER LINES, 2022 EDITION

ARKANSAS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2014 EDITION *(REFERENCE ONLY. GO TO https://ardot.gov/divisions/construction/standard-specifications/ FOR FULL DOCUMENTS)*

ERRATA FOR THE 2014 ARKANSAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2014 EDITION *(REFERENCE ONLY. GO TO https://ardot.gov/divisions/construction/standard-specifications/ FOR FULL DOCUMENTS)*

SPECIAL PROVISIONS

SP #1 COORDINATION OF WORK
SP #2 TRENCH AND EXCAVATION SAFETY SYSTEMS
SP #3 STORM WATER POLLUTION PREVENTION PLAN
SP #4 MAINTENANCE OF TRAFFIC
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SP #7 CONCRETE FLUME
SP #8 SELECT PIPE BACKFILL (CLASS 67)
SP #9 PEDESTRIAN REFUGE ISLANDS
SP #10 GRAVITY BLOCK RETAINING WALL
SP #11 REMOVE AND REPLACE TREES
SP #12 IRRIGATION SYSTEM ADJUSTMENT
SP #13 LANDSCAPE ROCK DRAINAGE SWALE
SP #14 SCOUR TRANSITION MAT
SP #15 P.C.C. PAVEMENT (6” UNIFORM THICKNESS), INCLUDING MONLITHIC CURB (TYPE A)
SP #16 U OF A PROPERTY CONSTRUCTION
SP #17 McCAIN ATC eX2 NEMA CONTROLLER TS2-TYPE 2
SP #18 HYBRID VIDEO/RADAR DETECTION SYSTEM
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- TITLE VI CONTRACT PROVISIONS, APPENDIX E
- FHWA-1273 – REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS
- FHWA-1273 SUPPLEMENTAL SPECIFICATION, EQUAL EMPLOYMENT OPPORTUNITY – NOTICE TO CONTRACTORS
- FHWA-1273 SUPPLEMENTAL SPECIFICATION, SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES
- FHWA-1273 SUPPLEMENT SPECIFICATION, EQUAL EMPLOYMENT OPPORTUNITY – GOALS & TIMETABLES
- FHWA-1273 SUPPLEMENTAL SPECIFICATION, EQUAL EMPLOYMENT OPPORTUNITY – FEDERAL STANDARDS
- FHWA-1273 SUPPLEMENTAL SPECIFICATION, POSTERS AND NOTICES REQUIRED FOR FEDERAL-AID PROJECTS
- SUPPLEMENT TO PROPOSAL – ANTI-COLLUSION AND DEBARMENT CERTIFICATION
- SUPPLEMENT TO PROPOSAL – CERTIFICATION
- MINIMUM WAGE RATE REQUIREMENTS – WASHINGTON COUNTY

END OF DOCUMENT 00010

DIVISION 00 – BID & AGREEMENT

DOCUMENT 00140 – BIDDER'S QUALIFICATION STATEMENT

Contract Name: Millsap Rd./College Ave. Inters. Impvts. & N. Hemlock Ave. Impvts.
Bid #: 26-37, Construction
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.)

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: _____.

FINANCIAL STATEMENT

B. 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.	_____	_____	$_____

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

Date: _____, 20____.

(OFFICIAL SEAL)

Name of Organization:

_____

By _____

(Type or legibly print)

By _____

(Signature)

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.)

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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.
      e. Supplement to Proposal - Anti-Collusion and Debarment
      f. Supplement to Proposal - Certification
   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. The Successful Bidder shall possess an Arkansas Contractor's License, hold a registration in good standing with the Arkansas Secretary of State, and have an active registration with the System for Award Management (SAM.gov) prior to contract award.

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

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 Engineer 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 Engineer. 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 City of Fayetteville Procurement Department 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. 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 meeting will be held at a time and location indicated on the City of Fayetteville's procurement website. All interested parties are strongly encouraged to attend. Please contact the City of Fayetteville Procurement Department with any questions.

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. Forms shall not be removed from the bound document.

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 as set forth on the City of Fayetteville's procurement website.

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

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
   5. SUPPLEMENT TO PROPOSAL - ANTI-COLLUSION AND DEBARMENT
   6. SUPPLEMENT TO PROPOSAL - CERTIFICATION

3.06 BID SECURITY:

A. Each Bid shall be accompanied by a Bid security, payable to Owner, of 5% of the amount 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 both the surety and the bidder meeting the requirements set forth for "Surety Bonds" in the GENERAL CONDITIONS. A Bid Bond lacking a signature from either the surety or the bidder shall be considered an invalid Bid Bond 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. Bid security of the Successful Bidder will be retained until Bidder has delivered the required performance and payment bonds. If the Successful Bidder fails to deliver the performance and payment bonds within 15 days after the date of the Notice of Award, Owner may choose to annul the Notice of Award, and the Bid security of that bidder will be forfeited to Owner.

3.07 SUBMISSION OF BID:

A. Bids shall be submitted at the time and place designated in the Invitation to Bid.

B. When 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 this federally funded project).

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 PHYSICAL 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 indicated on the City of Fayetteville's procurement website. 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 Bid's Acceptance. 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 ACCEPTANCE OF BID:

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 the Bid's Acceptance 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 shall sign the agreement and return the signed agreement to the Owner.

6.03 Upon receiving the signed agreement from the Contractor, City staff will route all contract documents to Fayetteville City Council for review and project approval. Following Council's approval, the City will deliver a copy of the executed contract to the Contractor. The delivery of the fully executed contract to the Contractor shall serve as the Notice of Award.

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END OF DOCUMENT 00200

DOCUMENT 00400 – BID FORM

Contract Name: Millsap Rd./College Ave. Inters. Impvts. & N. Hemlock Ave. Impvts.

Bid Number: 26-37, Construction

BID TO:

Owner: The City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

BID FROM:

Bidder: _____

_____

_____

_____

ARTICLE 1 - INTENT

1.01 For clarification, the City will award this contract to one General Contractor (There is no intent to award different phases of the work to different contractors.) 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 Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by Engineer 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 in order to further evaluate bids until a bid received falls within the amount certified, plus 25%.

In the event all deductive alternates are subtracted from the total base bid and no bid falls within the amount certified, plus 25%, all bids shall be rejected and become confidential.

In no case shall the amount bid for the item of "mobilization" exceed 5% of the total contract amount for all items listed in the proposal or bid excluding Insurance & Bonding and Trench & Excavation Safety Systems. 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.

DOCUMENT 00400 – BID FORM (continued)

ARTICLE 7 - COMMUNICATIONS

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

_____

_____

_____

Email: _____

Phone No. _____

Fax No. _____

7.02 Required Bidder Information:

Arkansas State Contractor License No. (or date of application):

_____

Arkansas Secretary of State Filing No. (or date of application):

_____

System for Award Management (SAM.gov) Registration No. (or date of application):

_____

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: _____

(THIS PAGE INTENTIONALLY LEFT BLANK)

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:

Millsap Rd./College Ave. Inters. Impvts. & N. Hemlock Ave Impvts.

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

DOCUMENT 00410 –BID BOND (continued)

Signed and sealed this _____ day of _____ 20___.

PRINCIPAL (CORPORATE SEAL)

_____

By _____

_____

SURETY

_____

By _____

_____

ATTORNEY-IN-FACT (CORPORATE SEAL)

_____

_____

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

END OF DOCUMENT 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:

Millsap Rd./College Ave. Inters. Impvts. & N. Hemlock Ave Impvts.

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

(THIS PAGE INTENTIONALLY LEFT BLANK)

END OF DOCUMENT 00430

DOCUMENT 00500 – AGREEMENT

BETWEEN OWNER AND CONTRACTOR

Contract Name/Title: Millsap Rd./College Ave. Inters. Impvts. & N. Hemlock Ave Impvts.

Bid No.: 26-37, Construction

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2026 by and between The City of Fayetteville, Arkansas (which may hereinafter be called City) 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 of improvements to the intersection of Millsap Road/College Avenue and improvements to Hemlock Avenue in Fayetteville, Arkansas. The project is split into two separate packages consisting of approximately:

Package 1 will be constructed first and will consist of a 700 foot extension of N. Hemlock Avenue from Sain Street to Millsap Road. This new road connection will connect to the existing street stub out provided south of the recently completed roundabout on Sain Street and will become the new connection between Millsap and Sain Street as Front Street is disconnected. Improvements will consist of new curb and gutter, new sidewalk on the west side of the road, and new drainage infrastructure

Package 2 will be constructed second and will consist of improvements to the intersection that extends approximately 350 feet east and west of College Avenue. Left turn lanes will be added to the east and west bound legs of the intersection as well as, new curb and gutter, new sidewalks and pedestrian accommodations, new drainage infrastructure, and traffic signal modifications. To improve safety and traffic flow, Front Street will be disconnected from Millsap Road. There will also be some waterline relocation included in Package 2.

During Stage 1 construction of Package 2, AT&T will be on site to relocate and lower a portion of existing fiber duct bank that crosses Millsap, east of College Avenue. The total duration of this work is anticipated to be one week. Contractor shall coordinate with AT&T and their utility subcontractor for scheduling of this work in conjunction with excavating road subgrade, relocation of watermain, and installation of new storm drainage pipe.

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

Open burning is not allowed on City projects.

Blasting is not allowed on City projects.

Contractor shall obtain all permits required for the Work. Fees for City-issued permits shall be waived, but Contractor remains responsible for obtaining and paying for all non-City permits, licenses, approvals, inspections, and authorizations unless expressly stated otherwise in the Contract Documents.

The Contract includes work in City of Fayetteville Right-of-way and in General Utility Easements.

Refer to Section 00400-Bid Form for quantities.

ARTICLE 2 - ENGINEER

2.01 A portion of the Contract Documents associated with this Agreement 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 those Contract Documents it has prepared 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 300 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 360 calendar days after the date when the Contract Times commence to run.

3.03 LIQUIDATED DAMAGES:

A. The City of Fayetteville and Contractor recognize that time is of the essence of this Agreement and that the City will suffer financial loss (including, but not limited to, administrative costs, engineering costs, inspection costs, public inconvenience, disruption to City operations, and loss of use) 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 Three Thousand Dollars ($3,000.00) for each calendar day that expires after the time specified above in Paragraph 3.02 for Substantial Completion until the Work is Substantially Complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in Paragraph 3.02 for completion and readiness for final payment or any proper extension thereof granted by The City of Fayetteville, Contractor shall pay The City of Fayetteville Two Thousand Dollars ($2,000.00) 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 (BID FORM) 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.
2. Minor variations may be authorized in the form of Field Order as provided in the General Conditions and do not require formal contract amendments.

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. Nothing in this article shall be construed to waive Contractor's rights, if any, under the Contract Documents regarding differing or unforeseen site or subsurface conditions, concealed conditions, hazardous environmental conditions, or changes in the Work.

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 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.

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: Millsap Rd./College Ave. Inters. Impvts. & N. Hemlock Ave Impvts.
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.

B. ORDER OF PRECEDENCE:

In the event of a conflict, inconsistency, or ambiguity among the Contract Documents, the documents shall govern in the following order unless otherwise required by law: written amendments and change orders; this Agreement; Specifications; Drawings; Addenda; Supplementary Conditions; General Conditions; contractor's bid; and other exhibits.

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 itself and its 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 MUTUAL CONSTRUCTION:

A. The parties acknowledge and agree that this Agreement has been negotiated, reviewed, and mutually drafted by the parties, each of whom has had the opportunity to consult with legal counsel. Accordingly, no provision of this Agreement shall be

construed against either party on the basis that such party drafted or proposed the provision.

8.05 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.

8.06 DISPUTES:

A. This Agreement shall be governed by the laws of the State of Arkansas. Disputes shall be resolved in accordance with the provisions of Article 16 of the General Conditions. Venue for any legal action arising from this Agreement shall be in a court of competent jurisdiction in Washington County, Arkansas.

8.07 NO WAIVER:

A. Nothing in this Agreement or the Contract Documents shall be construed as a waiver of the City's sovereign immunity, defenses, limitations of liability, or protections available under Arkansas law.

8.08 FREEDOM OF INFORMATION ACT:

A. City contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act, Ark. Code Ann. § 25-19-101, et seq. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor shall promptly provide the documents in Contractor's possession that are responsive to the request as prescribed in the Arkansas Freedom of Information Act. Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

8.09 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' or 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 separate payment and performance bonds each in an amount equal to the amount of this contract. Any subcontractor or materials supplier may bring an action for non-payment of labor or material on the bond. The contractor shall notify every subcontractor and materials supplier for this project of this paragraph and obtain written acknowledgement of such notice before that subcontractor or supplier begins work or provides materials.

DOCUMENT 00500 – AGREEMENT (continued)

IN WITNESS WHEREOF, The City of Fayetteville and Contractor have signed this Agreement in quadruplicate. One counterpart each has been delivered to Contractor. 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 _____, 2026 which is the Effective Date of the Agreement.

CONTRACTOR:	CITY OF FAYETTEVILLE
By: _____	By: Molly Rawn
(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 _____

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: Millsap Rd./College Ave. Inters. Impvts. & N. Hemlock Ave. Impvts.

Contract No: 26-37, Construction

Owner: City of Fayetteville, Arkansas

You are notified that the Contract Time(s) under the above Contract will commence to run on Click or tap here to enter text.. 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 Click or tap here to enter text. and Click or tap here to enter text.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 Click or tap here to enter text..

OWNER

City of Fayetteville

By: Paul Libertini

Signature: _____

Title: Staff Engineer

Date: Click or tap here to enter text.

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 Millsap Rd./College Ave. Inters. Impvts. & N. Hemlock Ave Impvts. which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.
Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations, thereunder, the Surety may promptly remedy the default, or shall promptly:

A. Complete the Contract in accordance with its terms and conditions, or

B. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof.

The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

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

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

Signed and sealed this _____ day of _____ 20____.

CONTRACTOR (CORPORATE SEAL)

_____

By:_____

_____

SURETY COUNTERSIGNED: Resident Agent

State of Arkansas

_____ _____

By _____ By _____

_____ _____

ATTORNEY-IN-FACT (CORPORATE SEAL)

_____

_____

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

Approved as to Form:

_____

_____

Attorney for _____

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 Millsap Rd./College Ave. Inters. Impvts. & N. Hemlock Ave Impvts. 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 _____ 20____.

CONTRACTOR (CORPORATE SEAL)

_____

By _____

_____

DOCUMENT 00611 – LABOR AND MATERIAL PAYMENT BOND (continued)

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 _____

(THIS PAGE INTENTIONALLY LEFT BLANK)

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 (60° Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.
29. "Program Manager" – NOT USED.
30. "Project" - the total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.
31. "Project Manual" - The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
32. "Radioactive Material" - source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
33. "Resident Project Representative" - the authorized representative of Engineer who is assigned to the construction Site or any part thereof.
34. "Reference Drawings" - drawings not specifically prepared for, nor a part of, this Contract, but which contain information pertinent to the Work.
35. "Samples" - physical examples of Equipment, Materials, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
36. "Shop Drawings" - all drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
37. "Site" - lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
38. "Specifications" - those portions of the Contract Documents consisting of written technical descriptions of the Work, and covering the Equipment, Materials, workmanship, and certain administrative details applicable thereto.
39. "Subcontractor" - an individual, firm, or corporation having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
40. "Submittals" - all Shop Drawings, product data, and Samples which are prepared by Contractor, a Subcontractor, manufacturer, or Supplier, and submitted by Contractor to Engineer as a basis for approval of the use of Equipment and Materials proposed for incorporation in the Work or needed to describe proper installation, operation and maintenance, or technical properties.
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 60 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 60th 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. 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. Following the Notice of Award, the Contractor shall furnish 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. The bonds shall either include the total amount approved by the City Council or include a rider for the continency amount above the Contract Price. 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. The Bonds shall be provided to the City after the bonds are 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.

C. DIGITAL ACCCESSIBLITY REQUIREMENTS: if applicable, Contractor shall provide accessibility conformance reports (ACRs) for any software provided by the Contractor that will be accessible by the public upon delivery, whether developed by the Contractor or a third-party. Visit the link for more information: https://www.fayettevillear.gov/DocumentCenter/View/39767/Web-Accessibility-Requirements-for-Vendors-and-Technology-Addendum. Contractor must address all accessibility issues in any software provided or licensed by the Contractor and delivered to the City, as well as any documents delivered by the Contractor. Contractor must ensure that end user deliverables adhere to the WCAG 2.1 AA standard as defined by Title II of the Americans with Disabilities Act. Deliverables are defined as any web platform or mobile application, or documents that may be hosted on a web or mobile platform. This includes documents, spreadsheets or presentations regardless of format (Microsoft Office products, PDF, etc.). Contractor must ensure accessibility is addressed during all stages of a project, from commencement to implementation. Contractor must meet with City staff at the City's discretion to review accessibility issues. If Contractor deliverables fail to comply with WCAG 2.1 Level AA standard, the Contractor shall provide the City with a credit to cover the cost of additional accessibility testing and resolution. Such credits shall not exceed 5% of either (1) the total fixed price due to the Contractor under the contract or (2) the total not-to-exceed amount of the contract if entered under a time and materials basis.

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.

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 in Washington County, Arkansas.

G. Neither arbitration nor binding mediation shall 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

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.

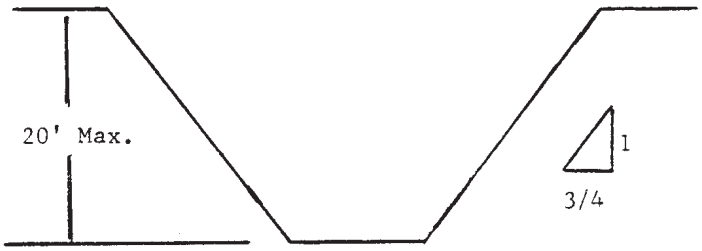
Figure B–1

Slope Configurations

(All slopes stated below are in the horizontal to vertical ratio)

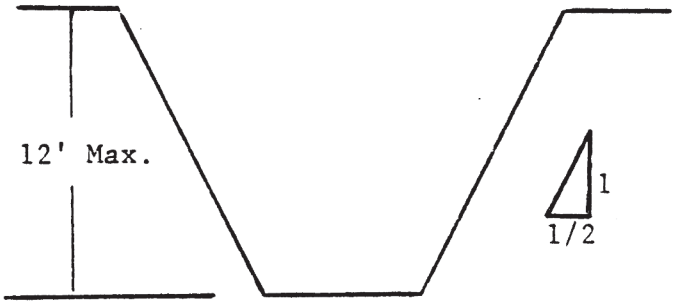
B–1.1 Excavations made in Type A soil.

1. All simple slope excavation 20 feet or less in depth shall have a maximum allowable slope of ¾:1.



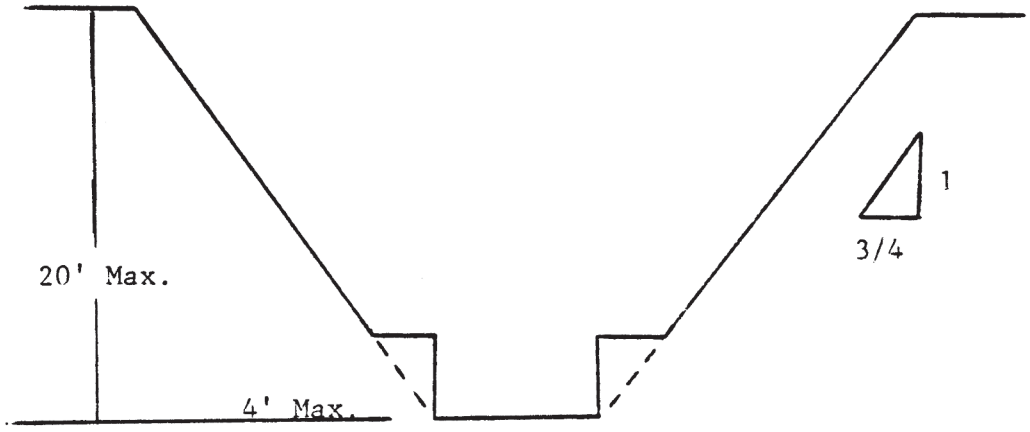
SIMPLE SLOPE—GENERAL

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.

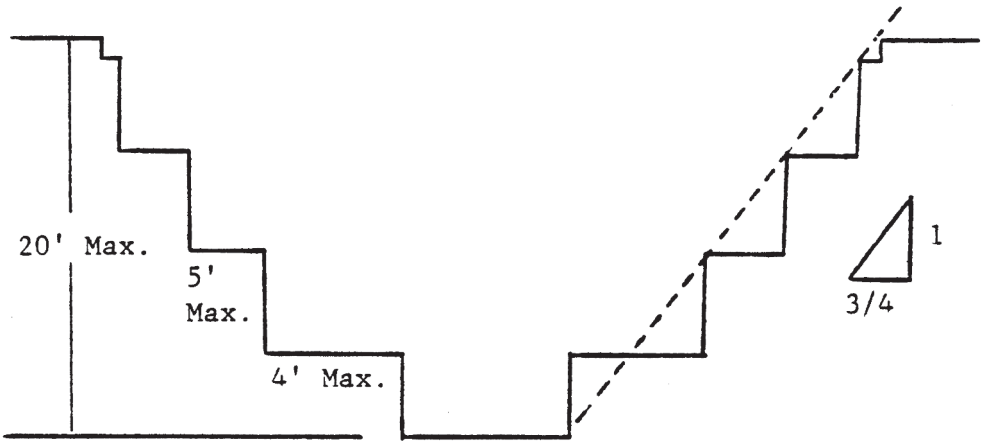


SIMPLE SLOPE—SHORT TERM

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:

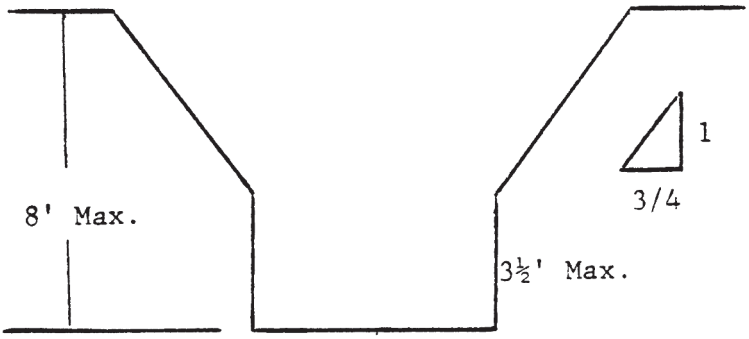


SIMPLE BENCH



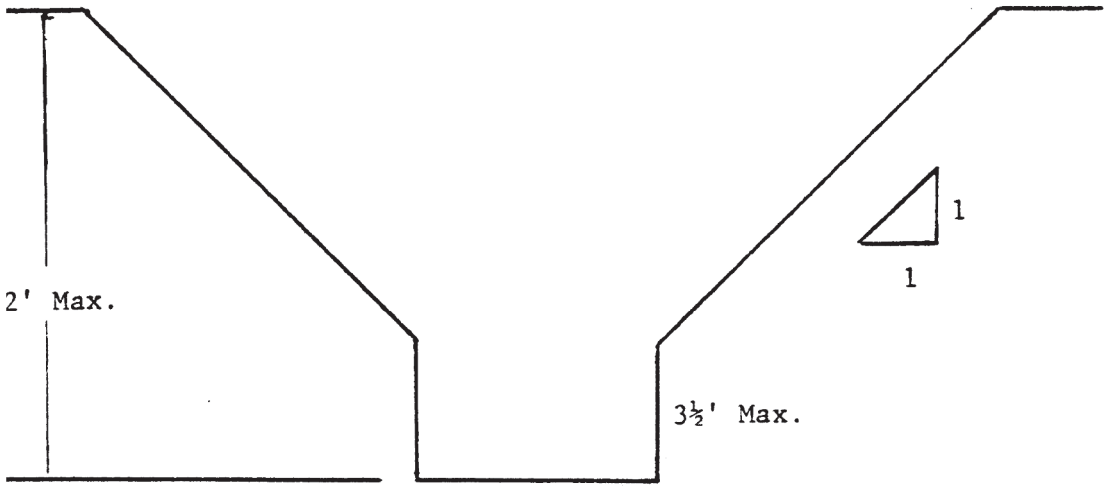
MULTIPLE BENCH

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.



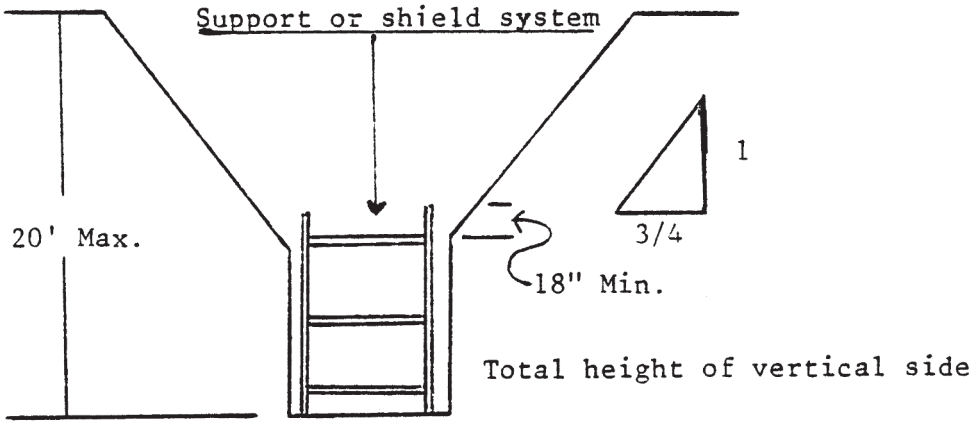
UNSUPPORTED VERTICALLY SIDED LOWER PORTION—MAXIMUM 8 FEET IN DEPTH

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.

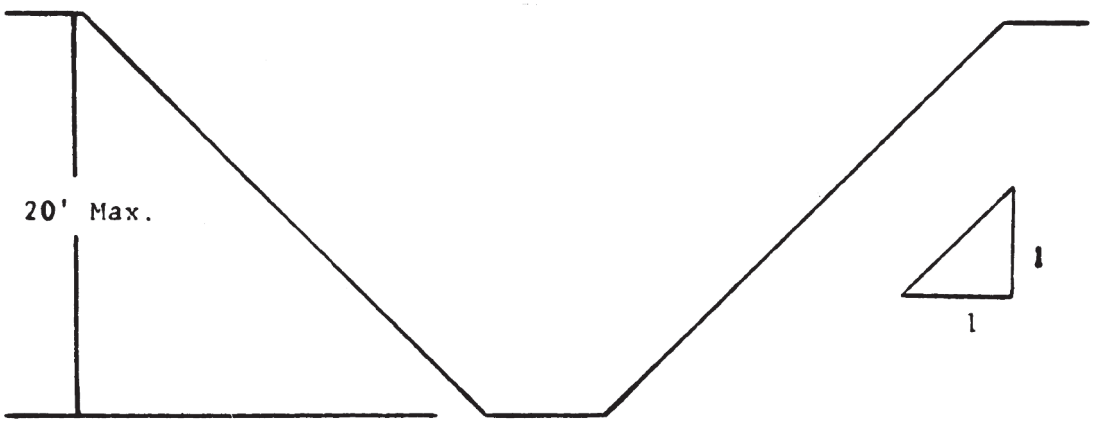


SUPPORTED OR SHIELDED VERTICALLY SIDED LOWER PORTION

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).

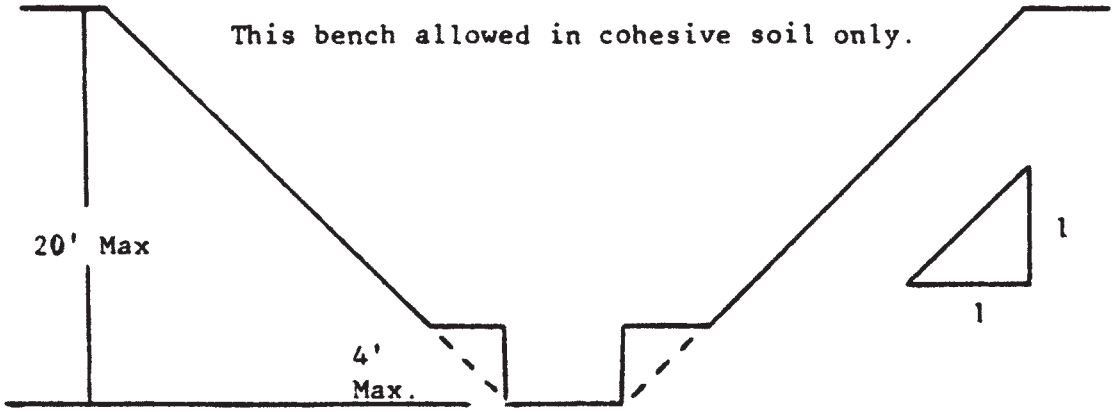
B–1.2 Excavations Made in Type B Soil

1. All simple slope excavations 20 feet or less in depth shall have a maximum allowable slope of 1:1.

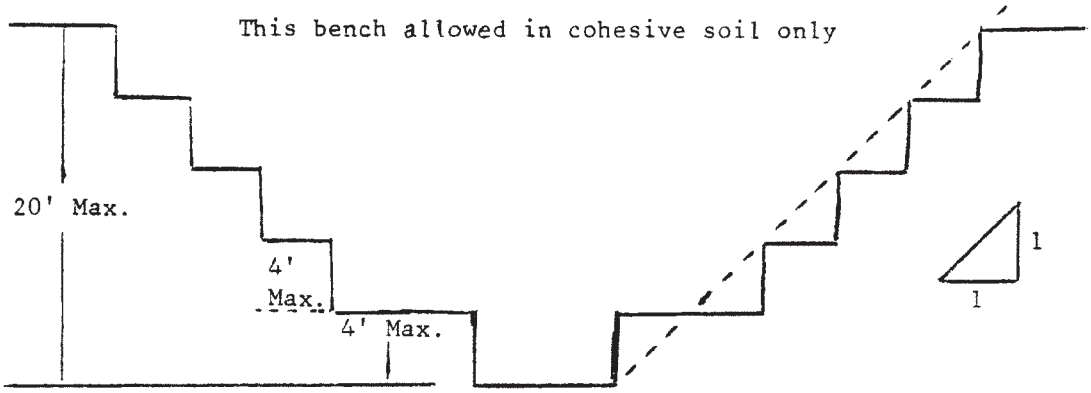


SIMPLE SLOPE

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:

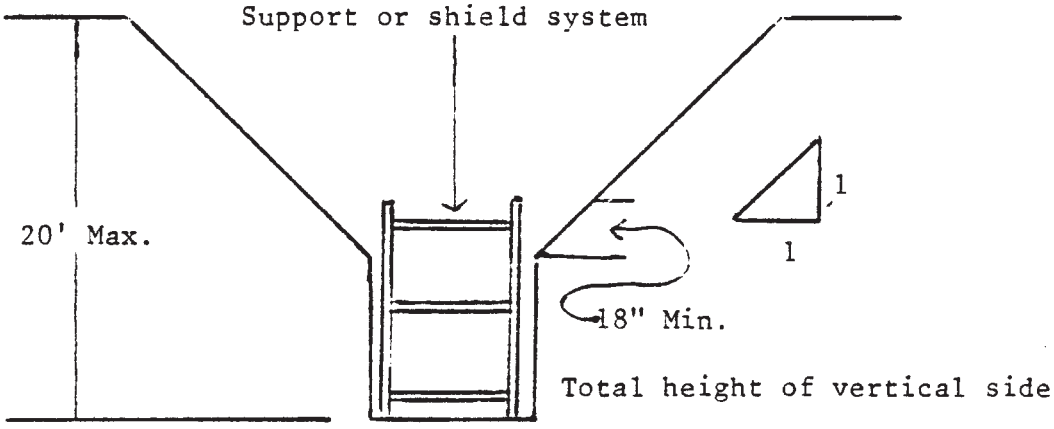


SINGLE BENCH



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.

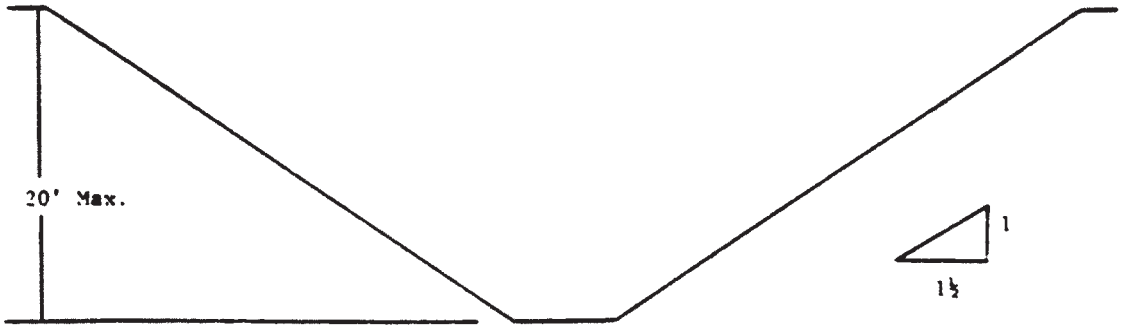


VERTICALLY SIDED LOWER PORTION

4. All other sloped excavations shall be in accordance with the other options permitted in §1926.652(b).

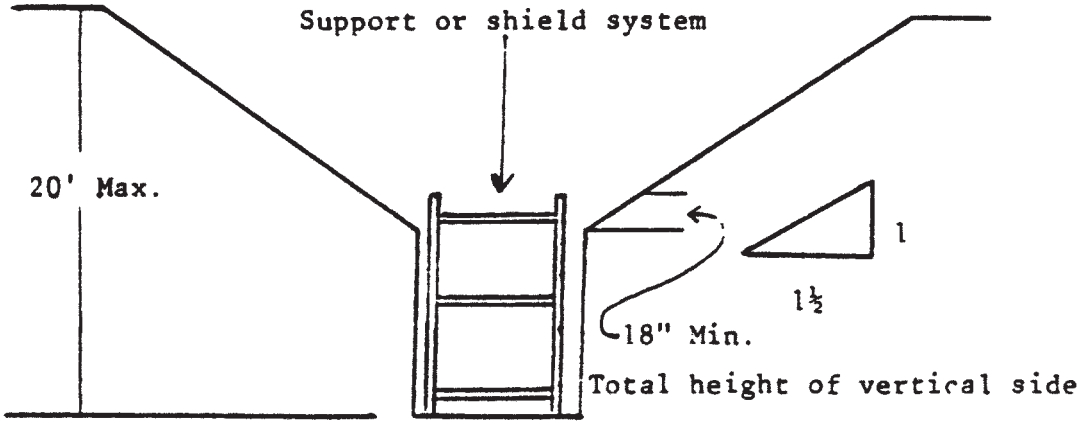
B–1.3 EXCAVATIONS MADE IN TYPE C SOIL

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.

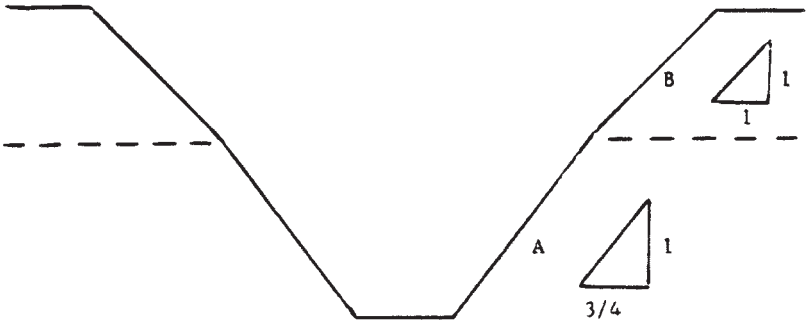


VERTICAL SIDED LOWER PORTION

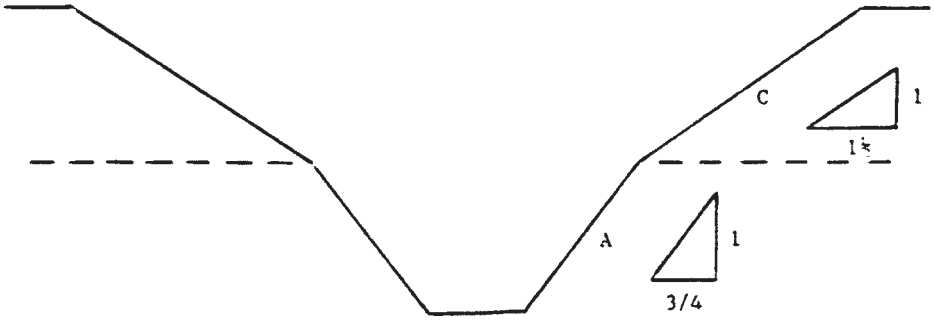
3. All other sloped excavations shall be in accordance with the other options permitted in §1926.652(b).

B–1.4 Excavations Made in Layered Soils

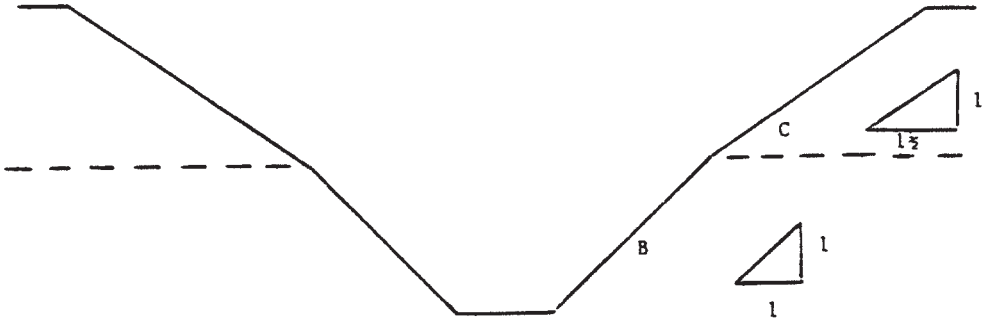
1. All excavations 20 feet or less in depth made in layered soils shall have a maximum allowable slope for each layer as set forth below.



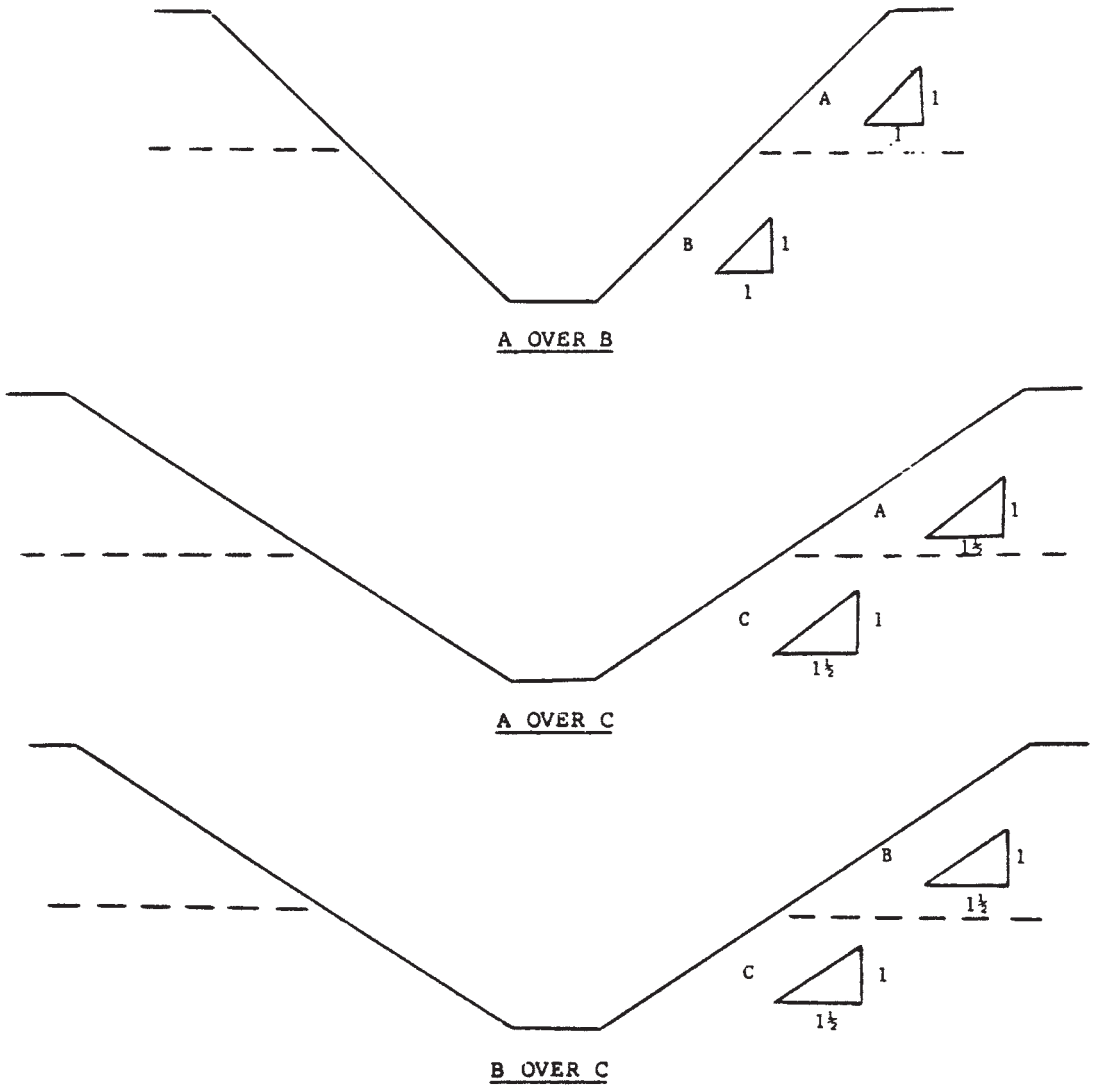
B OVER A



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 SHORING -- 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							UPRIGHTS				
	HORIZ. SPACING (FEET)	WIDTH OF TRENCH (FEET)					VERT. SPACING (FEET)	SIZE (IN.)	VERT. SPACING (FEET)	MAXIMUM ALLOWABLE HORIZONTAL SPACING (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. 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	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	5	8X8	5	3X6				
	UP TO 8	6X6	6X6	6X6	8X8	8X8	5	10X10	5	3X6				
	UP TO 10	6X6	6X6	8X8	8X8	8X8	5	10X12	5	3X6				
	See Note 1													
10 TO 15	UP TO 6	6X8	6X8	8X8	8X8	8X8	5	10X10	5	4X6				
	UP TO 8	8X8	8X8	8X8	8X8	8X8	5	12X12	5	4X6				
	See Note 1													
	See Note 1													
15 TO 20	UP TO 6	8X8	8X8	8X8	8X10	8X10	5	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)

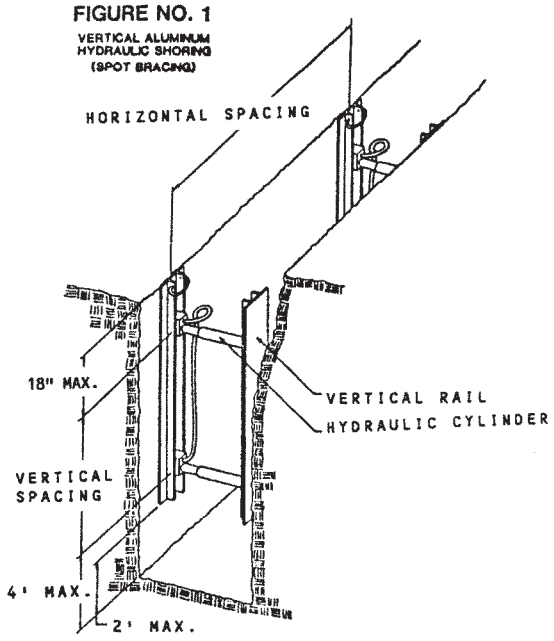


FIGURE NO. 2
VERTICAL ALUMINUM HYDRAULIC SHORING (WITH PLYWOOD)

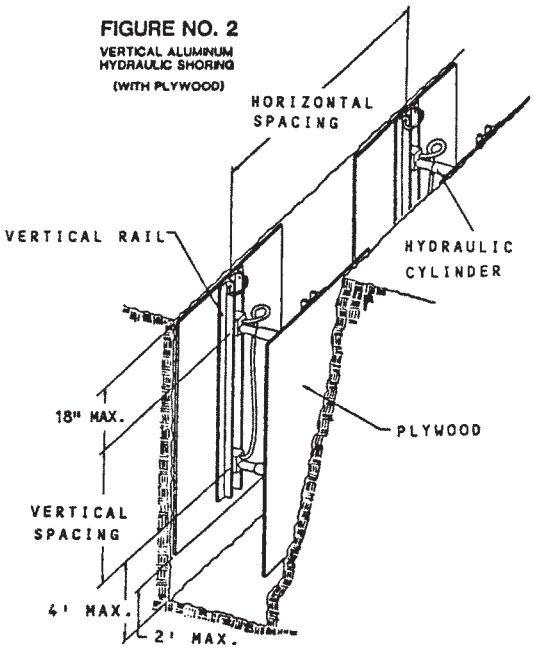


FIGURE NO. 3
VERTICAL ALUMINUM HYDRAULIC SHORING (STACKED)

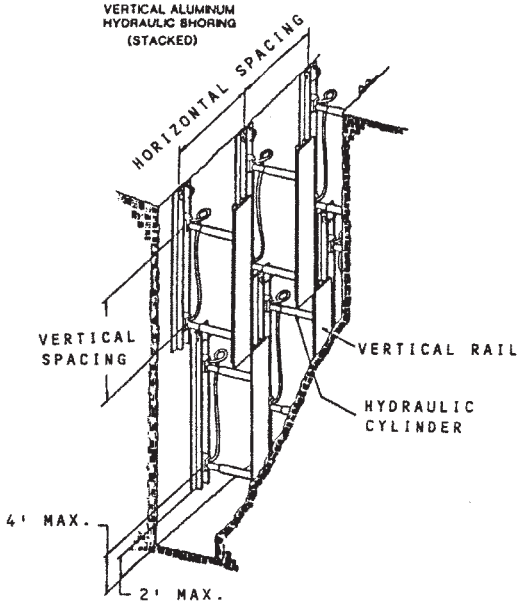


FIGURE NO. 4
ALUMINUM HYDRAULIC SHORING WALER SYSTEM (TYPICAL)

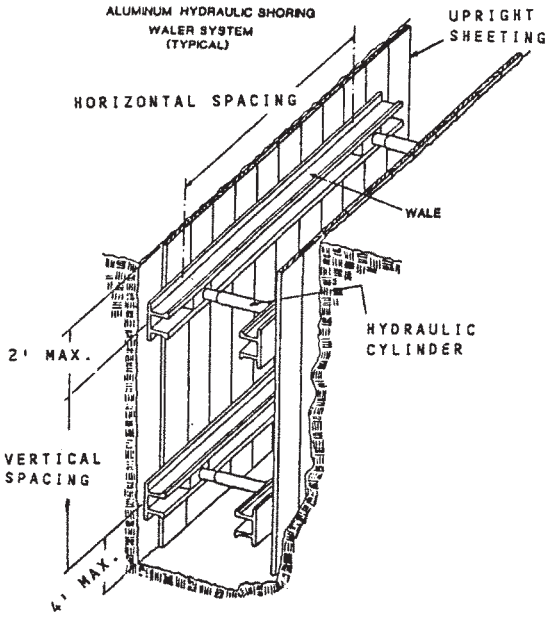


TABLE D - 1.1
ALUMINUM HYDRAULIC SHORING
VERTICAL SHORES
FOR SOIL TYPE A

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		
	VERTICAL SPACING (FEET)	* SECTION MODULUS (IN^3)	WIDTH OF TRENCH (FEET)						MAX.HORIZ.SPACING (ON CENTER)		
			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			
OVER 5 UP TO 10	4	3.5	8.0	2 IN	8.0	2 IN NOTE(2)	8.0	3 IN	—	—	3x12
		7.0	9.0	2 IN	9.0	2 IN NOTE(2)	9.0	3 IN			
		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	—	3x12	—
		7.0	8.0	3 IN	8.0	3 IN	8.0	3 IN			
		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	3x12	—	—
		7.0	6.0	3 IN	6.0	3 IN	6.0	3 IN			
		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		
	VERTICAL SPACING (FEET)	* SECTION MODULUS (IN^3)	WIDTH OF TRENCH (FEET)						MAX.HORIZ SPACING (ON CENTER)		
			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

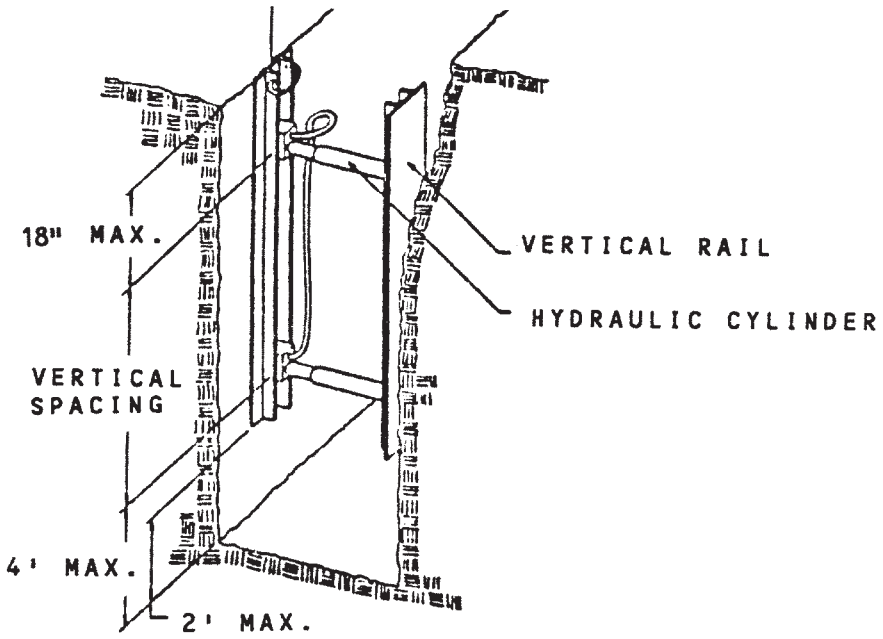


Figure 2. Pneumatic/hydraulic Shoring

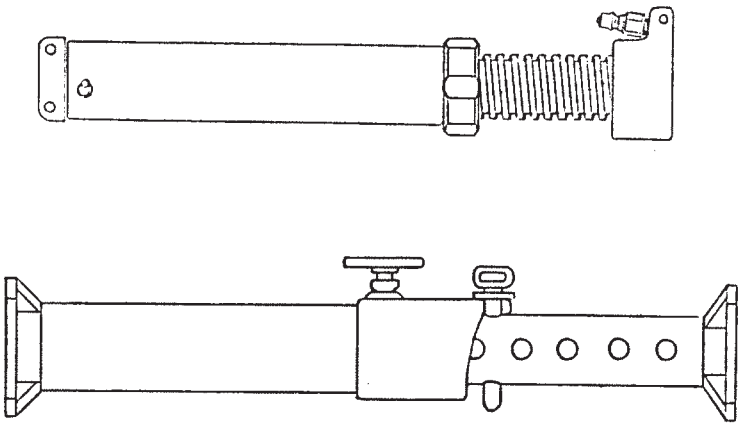


Figure 3. Trench Jacks (Screw Jacks)

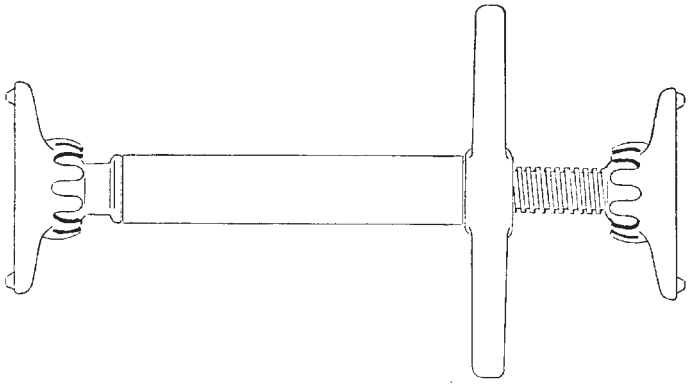
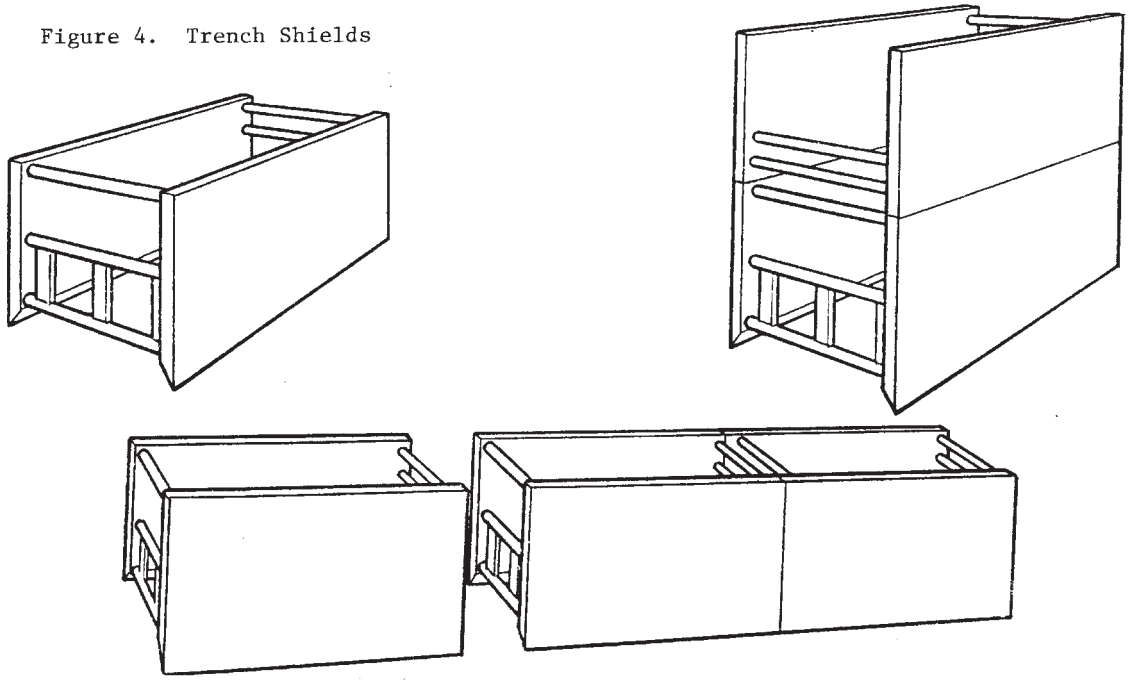


Figure 4. Trench Shields



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).

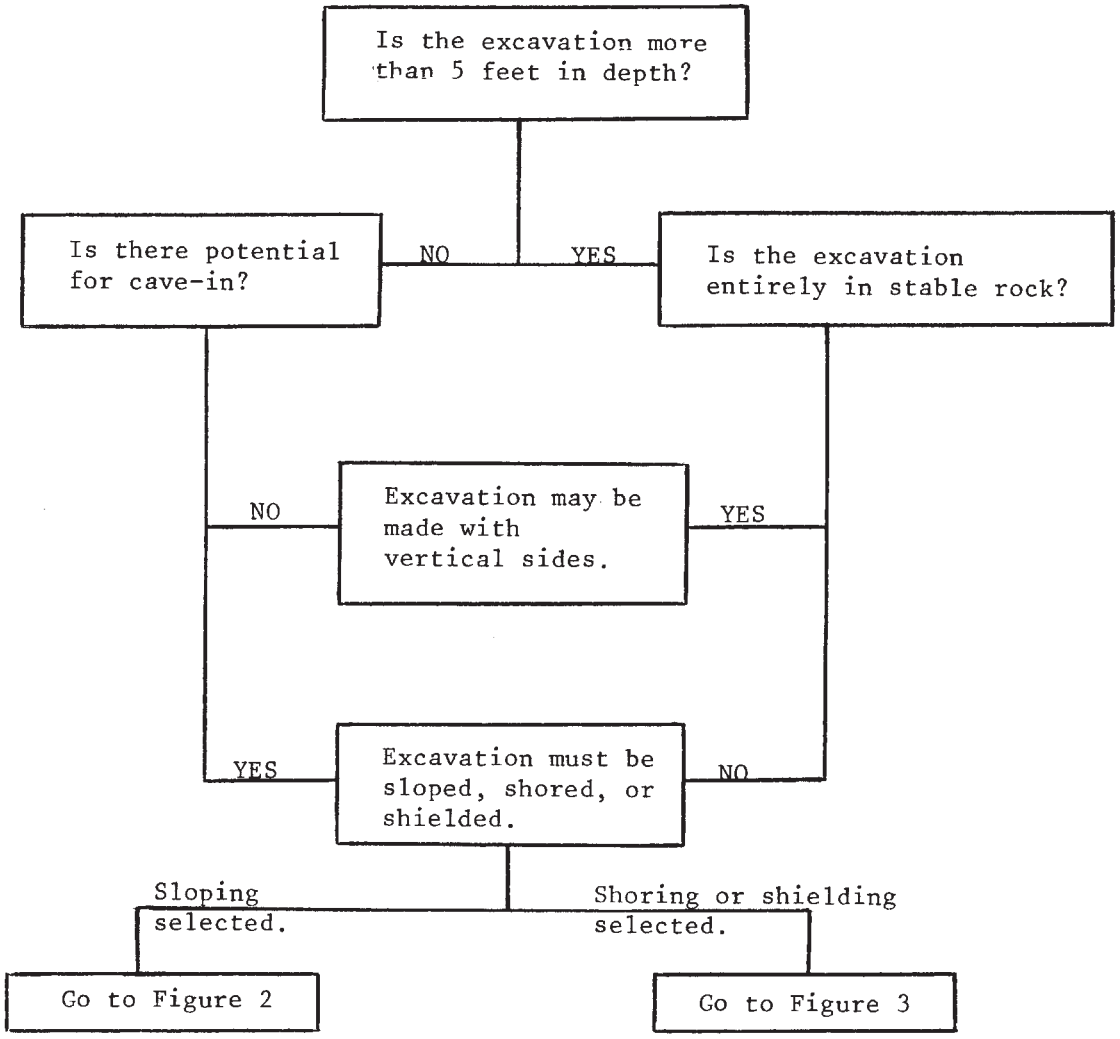


FIGURE 1 - PRELIMINARY DECISIONS

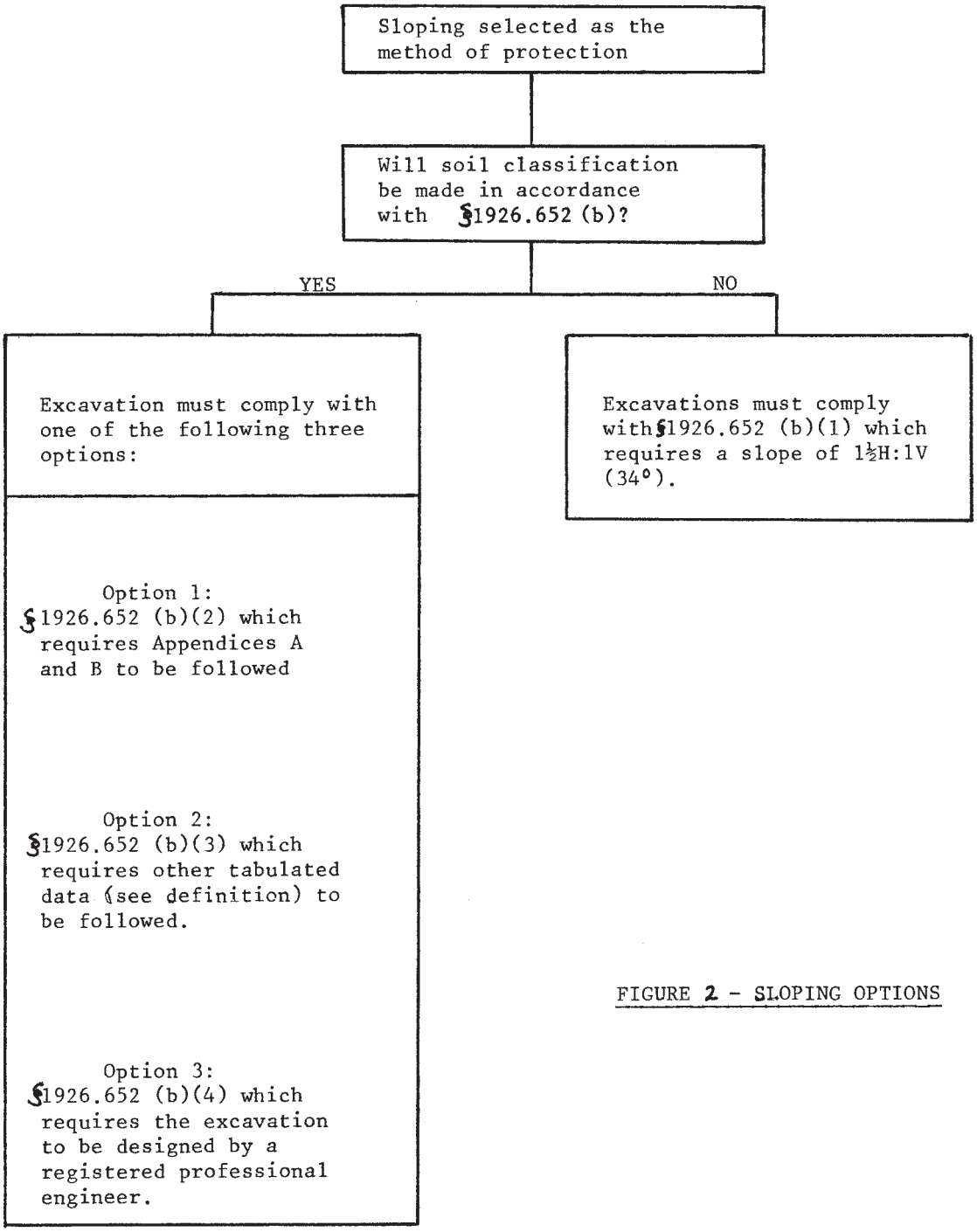


FIGURE 2 - SLOPING OPTIONS

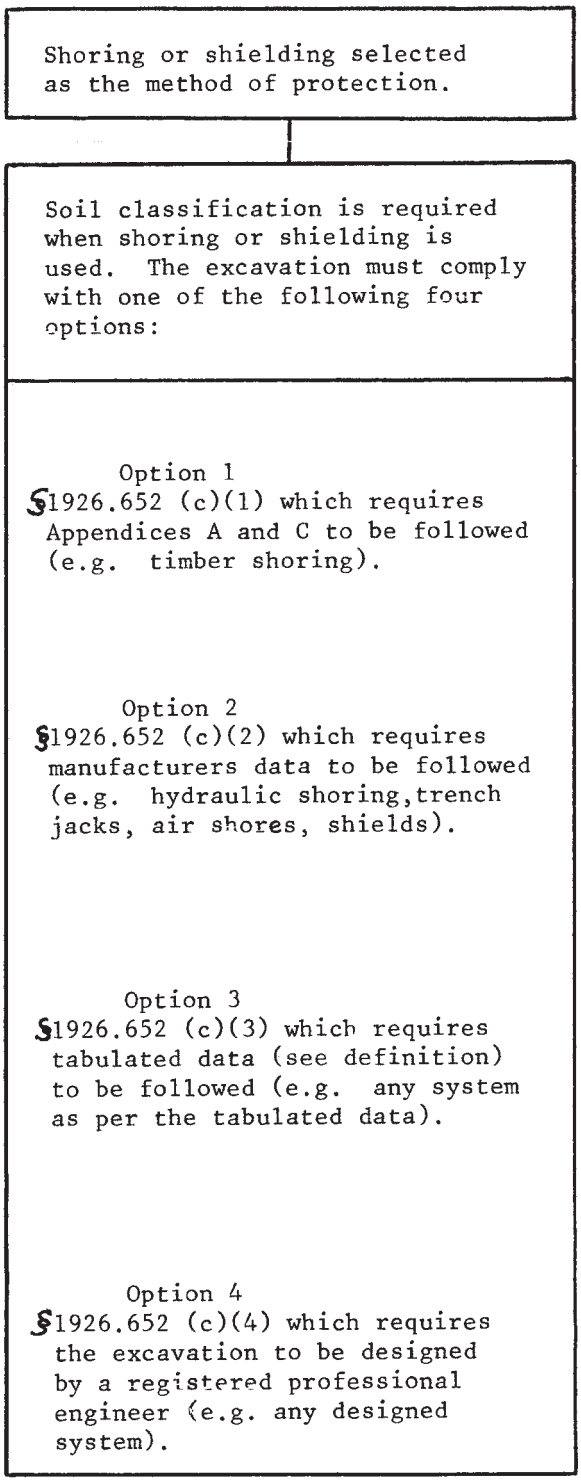


FIGURE 3 - SHORING AND SHIELDING OPTIONS

DIVISION 01 – GENERAL REQUIREMENTS

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: Millsap Rd./College Ave. Inters. Impvts. & N. Hemlock Ave Impvts.
2. Location: Fayetteville, Arkansas.

C. Engineer: The Contract Documents were prepared by Burns & McDonnell Engineering Company, Inc., 6576 Lynch's Prairie Cove, Suite B, Springdale, AR 72762.

1.02 PROJECT DESCRIPTION:

THE WORK UNDER THIS CONTRACT INCLUDES, BUT IS NOT LIMITED TO:

The construction of improvements to the intersection of Millsap Road and College Avenue in Fayetteville, Arkansas. The project is split into two separate packages.

Package 1 will be constructed first and will consist of a 700 foot extension of N. Hemlock Avenue from Sain Street to Millsap Road. This new road connection will connect to the existing street stub out provided south of the recently completed roundabout on Sain Street and will become the new connection between Millsap and Sain Street as Front Street is disconnected. Improvements will consist of new curb and gutter, new sidewalk on the west side of the road, and new drainage infrastructure

Package 2 will be constructed second and will consist of improvements to the intersection that extends approximately 350 feet east and west of College Avenue. Left turn lanes will be added to the east and west bound legs of the intersection as well as, new curb and gutter, new sidewalks and pedestrian accommodations, new drainage infrastructure, and traffic signal modifications. To improve safety and traffic flow, Front Street will be disconnected from Millsap Road. There will also be some waterline relocation included in Package 2.

1.03 WORK BY OTHERS:

A. Work Under Other Contracts: None.

B. Work by Owner: None.

C. Other Activities: Utility Relocations by AT&T, Ritter Communications, Cox Communications, AEP/SWEPCO, and Black Hills Energy. Adjacent Development.

During Stage 1 construction of Package 2, AT&T will be on site to relocate and lower of a portion of existing fiber duct bank that crosses Millsap, east of College Avenue. The total duration of this work is anticipated to be one week. Contractor shall coordinate with AT&T and their utility subcontractor for scheduling of this work in conjunction with excavating road subgrade, relocation of watermain, and installation of new storm drainage pipe.

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. Package 1 shall be constructed first and shall be substantially complete prior to starting on Package 2.

B. General: Construction sequence within each package 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.

C. 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: Millsap Rd./College Ave. Inters. Impvts. & N. Hemlock Ave Impvts.
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.

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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. Insert on DOCUMENT 00400 – BID FORM, 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 on DOCUMENT 00400 – BID FORM, 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 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 related to water and sewer, 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 (SCHEDULE C)

ITEM NO.	ITEM DESCRIPTION
C1	INSURANCE AND BONDING – "Insurance and Bonding" for item number C1 is intended to cover those insurance and bonding costs associated directly with water and/or sewer work shown in the contract. Requirements, Measurements and Payment is defined by Section 103 of the City of Fayetteville – Standard Street and Drainage Specifications.
C2	CONSTRUCTION CONTROL AND LAYOUT – "Construction Control and Layout" shall conform to the Construction Requirements shall be those listed in Section 111.03 Construction Requirements of the City of Fayetteville – Standard Street and Drainage Specifications. Work completed, accepted and measured will be paid for at the contract lump sum (LS) price bid, 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 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. Partial payments for Construction Control and Layout 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.

C3 TRENCH AND EXCAVATION SAFETY SYSTEMS – "Trench and Excavation Safety Systems" that comply with OSHA Standards 29 CFR 1926 Safety and Health Regulations for Construction Subpart P shall be paid for on a lump sum (LS) basis at the unit price listed on the Unit Price Schedule. After contract award, the Contractor shall submit to the Owner a cost breakdown for the work involved in the lump sum price bid for Trench and Excavation Safety System for all water and sanitary sewer facilities and shall, with each periodic payment request, submit a certification by the "competent person" as defined in 29 CFR 1926.650(b) that the Contractor has complied with the provisions of the OSHA Standard for Excavation and Trench Safety Systems, 29 CFR 1926 Subpart P, for work for which payment is requested. Periodic payments will be made in proportion to the amount of work accomplished, as determined by the Owner, and will be full compensation for trench and excavation safety, including all materials, labor, and incidentals necessary to perform the work.

C4 MOBILIZATION – "Mobilization" for item number C4 is intended to cover those mobilization costs associated directly with water and/or sewer work shown in the contract. Requirements, Measurements and Payment is defined by Section 511 of the City of Fayetteville – Standard Street and Drainage Specifications.

C5, C6 X" DIA. WATER LINE (AWWA C900 DR14) – "X" Dia. Water Line (AWWA C900 DR14)" shall be paid for on a linear foot (LF) basis at the unit price listed on the Unit Price Schedule. Work performed and accepted under this item will be measured along the center of the excavated trench. Payment will be for all excavation, dewatering, pipe, placement of bedding/embedment, backfill, tracer wire, safety marker tape, joint restraint systems, connections to existing pipes, testing and disinfecting, surface restoration, and all other materials, labor, and incidentals necessary to perform work. Excavation shall include, but not be limited to soil, stones, stumps, debris, concrete, structures, footings, foundations, and any other obstacles that may obstruct the work.

TYPE
6" DIA. WATER LINE (AWWA C900 DR14)
8" DIA. WATER LINE (AWWA C900 DR14)

C7 TAPPING SLEEVE AND VALVE (8" x 8") – "Tapping Sleeve and Valve (8" X 8") shall be paid for by each (EA) basis at the unit price listed on the Unit Price Schedule. Payment shall be full compensation for all complete sleeve and valve assemblies including excavation, concrete thrust blocking, polywrap, placement of bedding/embedment, backfill, surface restoration and all other materials and equipment required to complete the tapping operation and all other related items needed to provide a product as intended by the Contract Documents.

C8, C9 X" GATE VALVE – "X" Gate Valve" shall be paid for by each (EA) valve installed complete at the unit price listed on the Unit Price Schedule. Payment shall be full compensation for furnishing and installing the valve, valve box and lid, valve nut extension with set screw, "Mega-Lug" type restrained joint glands, mechanical joint plugs, tracer wire, polywrap, thrust blocking, testing, concrete slabs around the top of the valve boxes, and all other equipment, tools, labor, and incidentals necessary to complete the work.

TYPE
6" GATE VALVE
8" GATE VALVE

C10 FIRE HYDRANT ASSEMBLY INSTALLED COMPLETE – "Fire Hydrant Assembly Installed Complete" shall be paid for by each (EA) fire hydrant assembly installed complete. Payment shall be full compensation for all fire hydrants, risers as required, auxiliary valve, valve box and lid, locked hydrant adapters, thrust blocking, "Mega-Lug" type restrained joint glands, tracer wire, concrete slab around the valve box, paint, granular material for hydrant drainage, and all other materials, equipment, tools, labor, and incidentals necessary to complete the fire hydrant installation.

C11, C12 WATER METER INSTALLED COMPLETE – "Water Meter Installed Complete" shall be paid for by each (EA) basis for the size shown and at the unit price listed on the Unit Price Schedule. Payment shall be full compensation for furnishing and installing all materials and appurtenant work required to install settings and to connect the new meter to the existing service line. Work shall include all excavation, backfilling, tracer wire, safety marking tape, pavement repair, installing meter box, furnishing and installing tapping saddle, corporation stop, tapping of water line, pavement repair, and all cleanup and every other item of work necessary to provide a product as intended by the Contract Documents.

TYPE
SINGLE WATER METER INSTALLED COMPLETE
DOUBLE WATER METER INSTALLED COMPLETE

C13 DUCTILE IRON FITTINGS– "Ductile Iron Fittings" shall be paid for per pound (LB) of fitting at the unit price listed on the Unit Price Schedule. Work performed and accepted under this item will be measured and based on standard AWWA C153/A21.53 weight tables for compact mechanical joint fittings. Payment will be for furnishing and installing and wrapping the fittings, and the required concrete reaction backing (with straps and/or stainless steel all thread as required), and all other materials, labor, and incidentals necessary to perform work.

C14 CUT, CAP, AND ABANDON EXISTING WATER LINE (X") – "Cut, Cap, and Abandon Existing Water Line (X")" shall be paid for by each (EA) basis at the unit price listed on the Unit Price Schedule. Payment shall be full compensation for furnishing and installing all materials and necessary work required to install the restrained mechanical joint caps, timber or post with wedges, concrete, forming, pouring, excavation (including rock removal if necessary), backfilling, and surface restoration in conformance with details found in the City of Fayetteville Standard Detail W28 found in Construction Plans and on the City's website.

TYPE
CUT, CAP AND ABANDON WATER LINE (6")

C15 FIRE HYDRANT ASSEMBLY REMOVAL – "Fire Hydrant Assembly Removal" shall be paid for by each (EA) fire hydrant assembly removed complete at the unit price listed on the Unit Price Schedule. Work performed shall include removal of the

existing hydrant, valves and fittings, capping of the existing main, excavation (including rock removal if necessary), backfilling, delivery of the removed materials to the City as requested, and all related materials and work necessary to provide a product as intended by the Contract Documents.

C16 2" DIA. COATED COPPER PIPE AND FITTINGS – "2" DIA. Coated Copper Pipe and Fittings" shall be paid for on a linear foot (LF) basis at the unit price listed on the unit price schedule. Work performed and accepted under this item will be measured along the center of the excavated and/or bored trench. Payment will be for all excavation, boring, dewatering, pipe, placement of bedding/embedment, backfill, tracer wire, safety marker tape, joint restraint systems, connections to existing pipes, all fittings, testing and disinfecting, surface restoration, and all other materials, labor, and incidentals necessary to perform work. Excavation shall include, but not be limited to soil, stones, stumps, debris, concrete, structures, footings, foundations, and any other obstacles that may obstruct the work.

C17 8" DIA. – REMOVE CLAY PIPE, REPLACE WITH PVC – "8" Dia. – Remove Clay Pipe, Replace with PVC" shall be paid for by lump sum (LS) for work completed to remove clay pipe and replace with PVC as described in the plans. Lump Sum shall include removal of existing pipe, installation of new pipe, reinforced flexible coupling (per City of Fayetteville Detail S18) at each end of the section to be replaced, reconnection of new pipe to existing manhole and all other incidentals necessary to complete the work, including but not limited to pump around operations while the sewer line is taken out of service. Payment shall be made at the unit price listed on the Unit Price Schedule. Payment shall be for all excavation, dewatering, concrete, fittings, tracer wire, formwork, pipe, polywrap, backfill, testing, surface restoration, and all other materials, labor, and incidentals necessary to perform work. Excavation shall include, but not be limited to soil, stones, stumps, debris, concrete, structures, footings, foundations, and any other obstacles that may obstruct the work. A temporary pump around may be necessary to complete this work. Flows shall be monitored and coordinated with the City of Fayetteville prior to scheduling the work to determine if the line can be plugged and taken out of service temporarily, or if a pump around will be required.

C18 16" DIAMETER STEEL CASING W/MECHANICAL LINK END SEALS AND SPACERS (DIRECT BURY) – "16" DIA. Steel Casing w/Mechanical Link End Seals and Spacers (Direct Bury)" shall be paid for on a linear foot (LF) basis at the unit price listed on the Unit Price Schedule. Work performed and accepted under this item will be measured along the center of the excavated trench. Payment will be for all excavation, dewatering, casing pipe including field welding and coating, placement of bedding/embedment, backfill, installation of carrier pipe including joint restraint systems, casing spacers, and end seals, polywrap, surface restoration, and all other materials, labor, and incidentals necessary to perform work. Excavation shall include, but not be limited to soil, stones, stumps, debris, concrete, structures, footings, foundations, and any other obstacles that may obstruct the work.

C19 SANITARY SEWER MANHOLE – REMOVE CONE, LOWER TO GRADE – "Sanitary Sewer Manhole – Remove Cone, Lower to Grade" shall be paid for by each

(EA) complete sanitary sewer manhole (SSMH) lowered to grade per City of Fayetteville Detail S12, at the unit price listed on the Unit Price Schedule. Payment shall be for all excavation, dewatering, concrete, MH Adaptors, tracer wire, formwork, frame and cover, backfill, testing, surface restoration, and all other materials, labor, and incidentals necessary to perform work. Excavation shall include, but not be limited to soil, stones, stumps, debris, concrete, structures, footings, foundations, and any other obstacles that may obstruct the work.

C20 SANITARY SEWER MANHOLE – ADJUST RING TO GRADE – "Sanitary Sewer Manhole – Adjust Ring to Grade" shall be paid for by each (EA) complete sanitary sewer manhole (SSMH) adjusted to grade per City of Fayetteville Detail S12, at the unit price listed on the Unit Price Schedule. Payment shall be for all excavation, dewatering, concrete, MH Adaptors, tracer wire, formwork, frame and cover, backfill, testing, surface restoration, and all other materials, labor, and incidentals necessary to perform work. Excavation shall include, but not be limited to soil, stones, stumps, debris, concrete, structures, footings, foundations, and any other obstacles that may obstruct the work.

C21 FLOWABLE FILL ABANDON 8" WATER LINE UNDER ROADWAY – "Flowable Fill Abandon 8" Waterline Under Roadway" shall be paid for on a linear foot (LF) basis at the unit price listed on the Unit Price Schedule. Payment shall be full compensation to excavate (including rock removal if necessary), saw cut the pipe, and fully grout fill and abandon the entire existing waterline.

C22 UTILITY ADJUSTMENT – WATER VALVE / METER – "Utility Adjustment – Water Valve / Meter" shall be paid for by each (EA) complete water valve or meter adjusted to grade per City of Fayetteville specifications and details, at the unit price listed on the Unit Price Schedule. Payment shall be for all excavation, dewatering, concrete, adaptors, tracer wire, formwork, valve box, meter box and cover, backfill, testing, surface restoration, and all other materials, labor, and incidentals necessary to perform work. Excavation shall include, but not be limited to soil, stones, stumps, debris, concrete, structures, footings, foundations, and any other obstacles that may obstruct the work.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION 01271

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
Millsap Rd./College Ave. Inters. Impvts. & N. Hemlock Ave Impvts.

Construction Period:			
Date of Estimate:			
NTP Issued:		#DIV/0!	Contract Time Used
Revised Substantial Completion:		#REF!	Work Complete (% of Contract $'s)
Cal. Days			
C/O Days			
Total Days	0		

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:	#REF!
Initial Stored Materials:	$ -
Less Materials Used:	$ -
Subtotal:	#REF!

Amount Due:	**#REF!**

Retainage Previous Periods	
Retainage This Period	#REF!
Less Total Retainage (5%)	**#REF!**

Previous Payments	
Less Total Previous Payments	**$ -**

Due and Payable This Period:	**#REF!**

CITY OF FAYETTEVILLE ARKANSAS

CERTIFICATE OF SUBSTANTIAL COMPLETION

Contract Number: 26-37
Contract Title: Millsap Rd./College Ave. Inters. Impvts. & N. Hemlock Ave. Impvts.

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

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END OF DOCUMENT 01290.12

CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Contract Number: 26-37

Contract Title Contract Title: Millsap Rd./College Ave. Inters. Impvts. & N. Hemlock Ave Impvts.

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. 26-37 and Contract Name/Title: Millsap Rd./College Ave. Inters. Impvts. & N. Hemlock Ave. Impvts.

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

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END OF DOCUMENT 01290.14

SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Contract Number: 26-37

Contract Title: Millsap Rd./College Ave. Inters. Impvts. & N. Hemlock Ave. Impvts.

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 26-37, Millsap Rd./College Ave. Inters. Impvts. & N. Hemlock Ave. Impvts.
(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

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END OF DOCUMENT 01290.15

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. 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. 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.

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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.

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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

DIVISION 02 – TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATION

JOB NO. 040943
MILLSAP / COLLEGE INTERSECTION IMPROVEMENT PROJECT

All Work shall be performed in accordance with the latest edition of the City of Fayetteville *Standard Specifications for Street and Drainage Construction* and the 2022 edition of the City of Fayetteville *Standard Specifications for Design and Construction of Water Lines and Sewer Lines*, unless otherwise noted.

Where notes, details, or special provisions reference Arkansas Department of Transportation standards, the Arkansas Department of Transportation *Standard Specifications for Highway Construction, 2014 Edition* shall be applied. When applied, Section 101, Definition and Terms of the Standard Specifications shall be used for the application of the referenced Divisions, Sections, and Special Provisions to the Work with the following modifications:

> "Commission", "Department", and "Director" shall refer to the "Owner" as defined in the CONTRACT DOCUMENTS.
>
> "Engineer" and "Resident Engineer" shall refer to the "Engineer" as defined in the CONTRACT DOCUMENTS.

Where conflicts between these Technical Specifications and the CONTRACT DOCUMENTS exist, the CONTRACT DOCUMENTS shall govern.

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. Contractor shall have the performance and payment bonds recorded at the Washington County Circuit Clerk office before submitting to the City. A Purchase Order cannot be issued by the City until the recorded bonds have been received.

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. Trees not shown for removal on the plans, but are in direct conflict of construction, shall also be cleared and grubbed. Undisturbed and sound stumps and nonperishable solid objects located more than two feet below subgrade and slope of embankments may remain in place. When authorized, stumps and nonperishable solid objects that are located more than 1 foot below the ground line may remain if they are located outside the construction limits of excavation and embankment areas.

Trees and other vegetation to be preserved shall be carefully protected from abuse, marring, or damage during construction operations. Repair of damage to bark, limbs, or roots of trees or vegetation designated to remain shall be repaired by corrective pruning or other appropriate methods.

Low hanging, unsound, or unsightly branches shall be removed from trees or shrubs designated to remain. Trees extending over the roadway shall be trimmed to provide a clear height of 18 feet about the pavement elevation. All trimming shall be accomplished with skilled workers and in accordance with good tree surgery practices. Before cutting, removing, or trimming any tree within the City of Fayetteville, the owner and supervisory personnel of each business performing commercial tree work shall obtain a city issued commercial tree pruner/service certificate.

Parking and servicing equipment under branches of trees designated to remain is not allowed.

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 3% 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 98% 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 98% of maximum density as measured by AASHTO T 99 for soil materials or by AASHTO T 180 for aggregate base materials.

All structures or parts of structures that fall within the limits of the roadway (defined as centerline to 1' behind the backs of curbs) shall be backfilled with aggregate base material unless otherwise allowed in writing by the Engineer/City Engineer.

Structures in other areas shall be backfilled with approved material provided from on-site or off-site areas.

Structures shall be cleaned of any accumulation of silt, debris, or foreign matter of any kind, and shall be reasonably free of such accumulations at the time of final inspection.

302.05 Method of Measurement. Drop inlets, junction boxes, and drop inlet extensions will be measured by the unit. One drop inlet extension unit is measured at a 4' length. Each unit shall consist of the concrete frame, the ring and grate, and any pipe required to form the vertical portion of the drain including a standard elbow or tee.

302.06 Basis of Payment. Work completed and accepted and measured as provided above will be paid for at the contract unit price bid each for Drop Inlets, Drop Inlet Extensions, or Junction Boxes, of the size and type specified, which price shall be full compensation for constructing drop inlets, drop inlet extensions, or junction boxes; for furnishing, installing, and painting (if required), of rings and covers or grates and frames; for excavation and backfill; and for all materials, labor, tools, equipment, and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
(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 98% of maximum density as determined by AASHTO T 180 or ASTM D1557. “Hillside” material shall be placed in layers

not to exceed 8" loose depth and shall be compacted to 95% of maximum density as determined by AASHTO T 99 or ASTM D698.

Backfill material placed in other areas shall be "hillside" material or other material that may be approved by the Engineer/City Engineer. Backfill in these areas shall be placed in layers not to exceed 8" loose depth and shall be compacted to 90% of maximum density as determined by AASHTO T 99 or ASTM D698.

No backfill shall be placed against box culvert walls or on box culvert tops until the concrete has cured for 14 days and until test cylinders show that the minimum specified strength has been obtained.

Backfill shall be placed and compacted on both sides of the box culvert simultaneously.

Structures shall be cleaned of any accumulation of silt, debris, or foreign matter of any kind, and shall be reasonably free of such accumulations at the time of final inspection.

303.04 Method of Measurement. Measurement will be by one of the following methods as detailed below. The method to be used will be stated in the bid form.

(a) Lump Sum Method. No measurement will be made for this item. Payment will be on a lump sum basis.

(b) Unit Price Method. Concrete box culverts will be measured by the linear foot (LF) of box culvert constructed. Measurement will be taken at the centerline of the box culvert. Wingwalls, headwalls, and other appurtenances will not be measured under this item but will be considered as a separate lump sum item.

303.05 Basis of Payment.

(a) Lump Sum Method. Payment using this method will be on a lump sum basis. The lump sum price shall include all labor, materials, equipment, and incidentals necessary to completely construct each box culvert. Payment shall also include construction of all wingwalls, headwalls, and other appurtenances, as shown on the plans, excavation, backfill, and over excavation as necessary to provide a stable subgrade for box culvert construction.

(b) Unit Price Method. Payment using this method will be made at the per linear foot price (LF) for box culvert completed, accepted and measured as provided above. The per lineal foot price shall include all labor, materials, equipment, and incidentals necessary to completely construct each box culvert. Payment shall also include excavation, backfill, and over excavation as necessary to provide a stable subgrade for box culvert construction. This per linear foot price shall not include construction of headwalls, wingwalls, and other appurtenances. They will be paid on a lump sum basis for each box culvert.

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 Ditch 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 2014, 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 2014 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 located within the construction limits as shown on the plans. Sod will be measured by the SY of actual area covered located within the construction limits as shown on the plans. Additional watering if so directed will be measured by thousands of gallons (MG) applied.

505.05 Basis of Payment. Seeding completed and accepted and measured as provided above will be paid for at the contract unit price bid per acre for Seeding, which price shall be full compensation for seedbed preparation; for furnishing and applying fertilizer, lime, seed, mulch, and tackifier; and for all labor, equipment, tools, and incidentals necessary to complete the work.

Payments for seeding will be made according to the following schedule:

1) 50 % On the first regularly scheduled estimate after the Seeding and Mulch Cover are completed.
2) 25% On the next regularly scheduled estimate, provided that the Engineer/City Engineer determines that the seeded and mulched areas have received at least the amount of water specified in Section 505.03 above.
3) 25% On the succeeding regularly scheduled estimate, provided that the Engineer/City Engineer determines that a dense lawn of permanent grass has been established.

Sodding completed and accepted and measured as provided above will be paid for at the contract unit price bid per square yard for Sodding, which price shall be full compensation for bed preparation; for furnishing and applying fertilizer, topsoil, and sod; and for all labor, equipment, tools, and incidentals necessary to complete the work.

Additional watering above and beyond the 1" per week for the first three weeks will be paid for at the unit price per thousand gallons (M.G.) of water applied. This work will be paid for only when directed to by the Engineer/City Engineer. Any watering to be paid for under this item shall be conducted in the presence of the Engineer/City Engineer.

Payment will be made under:

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 new 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. Should the amount entered in the Proposal for this item exceed 5%, the bid shall be rejected.

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 include the ramp, landing and wings.

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, aggregate base and concrete; 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
Maximum Water/Cement Ratio	0.45
Slump Range (Inches)	1-4*
Air Content Range (%)	4-7
Maximum Fly Ash Content	20%

*Maximum slump shall be 2" when slip form paving methods are used.

For all classes of concrete, the concrete materials shall be using the Absolute Volumes method in accordance with the requirements for the class specified.

The Contractor shall submit a mix design meeting the requirements of these Specifications. Certification that all materials used in the concrete mix meet the requirements of these Specifications shall be included with the mix design. No concrete shall be placed until a mix design is approved by the City.

Compressive strengths for all classes of concrete will be determined from test cylinders made in accordance with AASHTO T 23. If the strength required for the class of concrete being produced is not obtained with the minimum cement content specified, additional cement shall be used at no extra cost to the City.

601.05 Sampling and Testing. During the progress of work, concrete test specimens will be made by the City or its authorized representative in accordance with American Concrete Institute testing procedures. Sampling frequency will be as specified in Section 107.

Slump will be determined using AASHTO T 119. Air content will be determined using AASHTO T 152. Compressive strength specimens will be made in accordance with AASHTO T 23 and tested in accordance with AASHTO T 22.

Specimens for determining when forms may be removed, when a structure may be put in service, or when concrete piling may be driven will be cured, as nearly as practicable, in the same manner as the concrete in the structure and in accordance with AASHTO T 23.

601.06 Measurement of Materials. Materials will be measured by weighing, except as otherwise specified or where other methods are specifically authorized by the Engineer/City Engineer. Aggregates shall be measured separately and accurately by weight. Measuring devices

shall be operated in a manner that will consistently weigh the cement within ± 1% and the individual aggregates within ± 2% of the required weight. Measuring devices shall be so designed and plainly marked that the weights can be accurately and conveniently verified for the quantities of each component actually being used.

Cement in standard packages (sack) need not be weighed, but bulk cement shall be weighed.
The mixing water shall be measured by weight or by volume. The water measuring device shall be accurate to within 1%.

When the aggregates contain more water than the quantity necessary to produce a saturated surface-dry condition, representative samples shall be taken and the moisture content determined for each kind of aggregate.

601.07 Mixing Concrete. Concrete shall be thoroughly mixed in a mixer of an approved size and type that will insure a uniform distribution of the materials throughout the mass.

The concrete shall be mixed only in the quantity required for immediate use. Concrete that has developed an initial set shall not be used. Re-tempering concrete will not be permitted.

Mixers and agitators shall not be charged in excess of the manufacturer's rated capacity. Concrete shall be delivered and discharged from the truck mixer or agitator into the forms within 1½ hours after the introduction of the mixing water to the cement. In hot weather, or under other conditions contributing to quick setting of the concrete, the maximum allowable time may be reduced by the Engineer/City Engineer. Each mixture shall be accompanied by a truck ticket issued at the batch plant. This ticket shall include the following information:

1) Unique ticket number.
2) Identification of the truck.
3) Date and time of batching.
4) Total weights and/or volumes of each component.
5) Total volume of mix.
6) Total quantity of water added after batching.
7) Time of discharge.

Plants and transit mix trucks shall be equipped with adequate water storage and a device for accurately measuring and controlling the amount of water used in each batch.

Truck mixers shall be capable of combining the ingredients of the concrete into a thoroughly mixed and uniform mass, and of discharging the concrete within the specified range of consistency. The concrete shall be mixed not less than 70 nor more than 100 revolutions of the drum or blades at the rate of rotation specified by the manufacturer as the mixing speed. The pick-up and throw-over blades in the drum of all mixers shall be maintained in satisfactory condition to assure thoroughly mixed concrete.

If additional mixing water is required to maintain the specified slump, approximately 20 revolutions of the mixer drum at mixing speed shall be required before discharge of any concrete. No additional water shall be added without approval of the Engineer/City Engineer.

601.08 Handling and Placing Concrete.

(a) General. The Contractor shall provide sufficient supervision, manpower, equipment, tools, and materials and shall assure proper production, delivery, placement, and finishing of the concrete for each placement in accordance with the specifications.

The time interval between batches of concrete in a continuous placement shall not exceed 20 minutes. The minimum placement rate shall be 20 cubic yards per hour in bridges, box culverts, and retaining walls.

In preparation for the placing of concrete, construction debris and extraneous matter shall be removed from the interior of forms. Struts, stays, and braces, serving temporarily to hold the forms in correct shape and alignment pending the placing of concrete, shall be removed when the concrete placement has reached an elevation rendering their service unnecessary.

(b) Conveying. Concrete shall be placed to avoid segregation of the materials and the displacement of the reinforcement. The use of long troughs, chutes, and pipes for conveying the concrete to the forms will be permitted only when authorized by the Engineer/City Engineer. In case an inferior quality of concrete is produced by the use of such conveyors, the Contractor shall cease the use of that conveyor until such corrections in procedure are made to insure work of the quality specified.

Open troughs and chutes shall be of metal or metal lined. Where steep slopes are required, the chutes shall be equipped with baffles or be in short lengths that reverse the direction of movement. Aluminum chutes, troughs, and pipes shall not be used for depositing concrete.
Chutes, troughs, and pipes shall be kept clean and free from coatings of hardened concrete by thoroughly flushing with water after each run. Water used for flushing shall be discharged clear of the structure.

When placing operations involve dropping the concrete more than 5', it shall be deposited through approved pipes. Walls of 10" thickness or less may be placed without the use of pipes, provided the concrete can be placed without segregation.

(c) Placing. Concrete shall be placed in horizontal layers not more than 18" thick except as hereinafter provided. When less than a complete layer is placed, it shall be terminated in a vertical bulkhead. Each layer shall be placed and consolidated before the preceding batch has taken initial set to prevent injury to the green concrete and avoid surfaces of separation between the batches. Each layer shall be consolidated so as to avoid the formation of a construction joint with a preceding layer that has not taken initial set.

Concrete in footings shall be placed in the dry unless natural conditions prohibit. In that case, concrete shall be placed in accordance with Subsection 601.10. In order to separate water from

the concrete, it will be permissible to utilize polyethylene sheeting or tarpaulins to maintain a physical barrier between the water and the concrete.

When the placing of concrete is temporarily discontinued, the concrete, after becoming firm enough to retain its form, shall be cleaned of laitance and other objectionable material to a sufficient depth to expose sound concrete. To avoid visible joints as far as possible upon exposed faces, the top surface of the concrete adjacent to the forms shall be smoothed with a trowel. Where a "feather edge" might be produced at a construction joint, an inset form shall be used to produce an edge thickness of not less than 6 inches.

Immediately following the discontinuance of placing concrete, accumulations of mortar splashed upon the reinforcing steel and the surfaces of forms should be removed. Dried mortar chips and dust shall not be puddled into the concrete. If the accumulations are not removed prior to the concrete becoming set, care shall be exercised not to damage or break the concrete-steel bond at or near the surface of the concrete while cleaning reinforcing steel.
After initial set of the concrete, the forms shall not be jarred and no strain shall be placed on the ends of projecting reinforcing bars.

Concrete in walls and top slabs of box culverts shall not be placed less than 24 hours after the concrete in previous placements has set. Provision shall be made for bonding the walls to the bottom slab or footing and the top slab to the walls by means of roughened longitudinal keys. Before concrete is placed in the walls or top slabs, the bottom slab, footing, or walls shall be thoroughly cleaned of extraneous material. No horizontal construction joints will be allowed in any wall of a box culvert unless provided on the plans or approved by the Engineer/City Engineer.

(d) Consolidating. All concrete, during and immediately after depositing, shall be thoroughly consolidated. This shall be accomplished by mechanical vibration subject to the following provisions:

1) The vibration shall be internal unless special authorization of other methods is given by the Engineer/City Engineer.
2) Vibrators shall be of a type and design approved by the Engineer/City Engineer. They shall be capable of transmitting vibration to the concrete at rated frequencies of not less than 4500 impulses per minute.
3) The intensity of vibration shall be such as to visibly affect a mass of concrete over a radius of at least 18 inches.
4) The Contractor shall provide a sufficient number of vibrators to properly compact each batch immediately after it is placed in the forms and shall have in reserve at all times sufficient vibratory equipment to guard against shut down of the work because of the failure of the equipment in operation.
5) Vibrators shall be manipulated to thoroughly work the concrete around the reinforcement and embedded fixtures and into the corners and angles of the forms.
6) Vibration shall be applied at the point of deposit and in the area of freshly deposited concrete. The vibrators shall be inserted and withdrawn out of the concrete slowly. The vibration shall be of sufficient duration and intensity to thoroughly consolidate the

concrete, but shall not be continued so as to cause segregation. Vibration shall not be continued at any one point to the extent that localized areas of grout are formed. Application of vibrators shall be at points uniformly spaced and not farther apart than twice the radius over which the vibration is visibly effective.

7) Vibration shall not be applied directly or through the reinforcement to sections or layers of concrete that have hardened to the degree that the concrete ceases to be plastic under vibration. It shall not be used to make concrete flow in the forms over distances so great as to cause segregation, and vibrators shall not be used to transport concrete in the forms.

8) Vibration shall be supplemented by such spading as is necessary to ensure smooth surfaces and dense concrete along form surfaces and in corners and locations impossible to reach with the vibrators.

These provisions shall apply to precast products except that, if approved by the Engineer/City Engineer, the manufacturer's methods of vibration may be used.

601.09 Pumping. Concrete may be placed by pumping. The equipment for pumping shall be arranged and operated so that no vibrations result that might damage freshly placed concrete.

The Contractor will be permitted to furnish coarse aggregate for concrete that is to be pumped in a size smaller than that specified provided that a suitable mix can be produced that will conform to the requirements for the class specified.

Where concrete is conveyed and placed by mechanically applied pressure, the equipment shall be adequate in capacity for the work. The operation of the pump shall be such that a continuous stream of concrete without air pockets is produced. When pumping is completed, the concrete remaining in the pipe, if it is to be used, shall be ejected in such a manner that there will be no contamination of the concrete or separation of the ingredients.

Concrete for slump and air content requirements shall be obtained at the discharge end of the pipe.

The use of aluminum pipe as a conveyance for the concrete will not be permitted.

601.10 Depositing Concrete Under Water. Concrete shall not be deposited in water except when shown on the plans or with the approval of the Engineer/City Engineer. No concrete shall be placed underwater without an approved mix design which meets the ARDOT requirements for Seal Concrete.

The supply of concrete shall be maintained at the rate necessary to raise the elevation over the entire seal by a minimum of 1' per hour or an approved retarder shall be used as necessary for lesser placement rates.

For parts of structures under water, seal concrete shall be placed continuously from start to finish. The surface of the concrete shall be kept as nearly horizontal as practicable. The Contractor shall provide equipment and personnel to sound the top of the seal in the presence of

the Inspector in order to verify the location of the seal at all times. Previously placed seal concrete shall not have taken its initial set prior to the placement of adjacent concrete.

Concrete shall be carefully placed by means of a tremie or other approved method. Still water shall be maintained at the point of deposit. Concrete shall be deposited in such a manner that the planned horizontal concrete flow shall be no more than 15 feet.

A tremie shall consist of a tube having a diameter of not less than 10", constructed in sections having flanged couplings fitted with gaskets and an approved foot valve. The tremie shall be supported so as to permit rapid lowering when necessary to retard or stop the flow of concrete. The discharge end shall be closed at the start of the work so as to prevent water from entering the tube and shall be entirely sealed. The tremie tube shall be kept sufficiently full to prevent the loss of the concrete seal. When a batch is dumped into the tube, the flow of concrete shall be induced by slightly raising the discharged end, always keeping it in the deposited concrete. If at any time the seal is lost, the tremie shall be raised, the discharge end closed for a new start, and then lowered into position with the discharge end in the previously deposited concrete. Aluminum tremies will not be permitted.

Dewatering may proceed when the seal concrete has been allowed to cure for a minimum of 72 hours at a water temperature above 45° F. All laitance or other unsatisfactory materials shall be removed from the exposed surfaces that are to support other structural loads.

601.11 Joints.

(a) Construction joints. Construction joints shall be made only where located on plans or shown in the placement schedule, unless otherwise approved by the Engineer/City Engineer.

The placing of concrete shall be carried continuously from joint to joint. The face edges of all joints that are exposed to view shall be carefully finished true to line and elevation.

The surface of the hardened concrete shall be roughened in a manner that will not leave loosened particles of aggregates or damaged concrete at the surface. It shall be thoroughly cleaned of foreign matter and laitance and saturated with water.

If not detailed on the plans, or in the case of emergency, construction joints shall be placed as directed by the Engineer/City Engineer. Shear keys or inclined reinforcement shall be used where necessary to transmit shear or bond the two sections together. When shear keys or inclined reinforcement is not provided, the concrete shall be roughened as directed.

(b) Expansion and Fixed Joints. Joints shall be constructed according to the details shown on the plans.

1) **Open Joints.** Open joints shall be placed in the locations shown on the plans and shall be constructed by the insertion and subsequent removal of a wood strip, metal plate, or other approved material. The insertion and removal of the template shall be accomplished

without chipping or breaking the corners of the concrete. Reinforcement shall not extend across an open joint unless specified on the plans.

2) **Filled Joints.** Poured expansion joints shall be constructed similar to open joints. When premolded types are specified, the filler shall be in the correct position when the concrete on the second side of the joint is placed. An approved joint sealer meeting the requirements of Subsection 601.11(d) is required in addition to the joint filler. The cavity for the sealer shall be formed by the insertion and subsequent removal of a wood strip, metal plate, or other approved material.

All faces of the joint to be sealed shall be thoroughly cleaned by sand blasting, water blasting, or other approved methods prior to placing the joint seal material.

Preformed expansion joint filler, non-extruding and resilient types, shall meet the requirements of AASHTO M 153. Type 2 (sponge rubber) shall be required to have a minimum expansion of 125% and be within ± 0.1" of the specified plan thickness.

Other types of joint fillers may be allowed if approved by the Engineer/City Engineer.

(c) Contraction Joints. Contraction joints shall be constructed according to the dimensions specified in the plans and these specifications. The joints shall continue continuously across the full width of the concrete surface. Contraction joints shall be 1/8" to 3/8" wide and shall extend to a depth equal to ¼ to 1/3 of the thickness of the concrete being placed. All contraction joints shall be sealed with an approved sealant meeting the requirements of Subsection 601.11(d) for types 3, 4 or 5.

(d) Joint Materials. Materials for filling and sealing joints shall be as shown on the plans and shall comply with the following requirements, as applicable:

Type 1. A joint filler that is a uniform mixture of sawdust and asphalt material in the proportion of one part asphalt to four parts sawdust, by volume. Asphalt material used shall be either MC-250 or SS-1. When this material is specified, the joint shall be filled to within 25 mm (1") of the pavement surface. The top 1" shall be sealed with a material complying with the requirements of AASHTO M 173.

Type 2. A joint filler that is preformed, non-extruding, and resilient type, complying with AASHTO M 153 Type I (sponge rubber).

The material for filling and sealing longitudinal, warping, contraction, and other specified joints shall be as shown on the plans and shall comply with the following requirements:

1) Backer rod filler for Types 3, 4, and 5 joint shall be of resilient material approximately 3 mm (1/8") larger in diameter than the width of the joint to be sealed. All components of the joint sealant system, including the backer rod, shall be compatible. No bond shall occur between the backup material and the sealant system for types 3 and 4 joint sealer.

Type 3. A joint sealer that is a one part silicone formulation that does not require a primer for bond to concrete. The compound shall be compatible with concrete. Acetic acid cure sealants are not acceptable. The material shall be one that has been approved by the Engineer.

Type 4. A joint sealer that is a one part silicone formulation that does require a primer for bond to concrete. The compound shall be compatible with concrete. Acetic acid cure sealants are not acceptable. The material shall be one that has been approved by the Engineer.

Type 5. A joint sealer that is a hot poured elastomeric joint sealant. The material shall comply with AASHTO M 282. The appendix of that specification shall be considered a part of this specification.

Type 6. A joint sealer that is a 2 component, cold poured, synthetic polymer, complying with ASTM D 1850 with the exception of penetration, which shall not exceed 100, and resilience, both original cured sample and oven aged, which shall be a minimum of 70%.

Type 7. A joint sealer that is a hot poured elastic type complying with AASHTO M 173.

601.12 Forms. Forms shall be mortar-tight and of sufficient rigidity to prevent distortion due to the pressure of the concrete and other loads incident to the construction operations. Forms shall be constructed and maintained so as to prevent warping and the opening of joints due to shrinkage of the lumber.

The forms shall be substantial and unyielding and shall be so designed that the finished concrete will conform to the proper dimensions and contours. The design of the forms shall take into account the effect of vibration of concrete as it is placed.

Forms for exposed surfaces shall be made of dressed lumber or plywood of uniform thickness, steel, or other approved materials that will provide a smooth surface, and shall be mortar-tight. Forms shall have a ¾" chamfer at all sharp corners unless otherwise directed. In the case of projections, such as girders and copings, forms shall be given a bevel or draft to insure easy removal.

Metal snap-ties within the forms shall be so constructed as to permit their removal to a depth of at least 1" from the face of the concrete. Metal inserts or anchorages within the forms shall be so constructed as to permit their removal to a depth of at least 1" from the face of the concrete or be covered by being embedded a minimum of 1" in the concrete. In case ordinary wire ties are permitted, all wires, upon removal of the forms, shall be cut back at least ¼" from the face of the concrete. All cavities shall be filled with cement mortar and the surface left sound, smooth, even, and uniform in color.

Forms shall be set and maintained true to the line designated until the concrete is sufficiently hardened. Before depositing new concrete on or against concrete that has hardened, the forms shall be re-tightened. Forms shall remain in place for the periods specified in Subsection 601.13. When forms appear to be unsatisfactory in any way, either before or during the placing of

concrete, the Engineer/City Engineer shall order the work stopped until the defects have been corrected.

The shape, strength, rigidity, watertightness, and surface smoothness of re-used forms shall be maintained at all times. Any warped or bulged lumber must be re-sized before being re-used.

Forms shall be cleaned before being set to line and grade and shall be oiled prior to placing reinforcing steel in the vicinity of the forms. Materials or methods used in oiling the forms shall not result in the discoloration of the concrete.

601.13 Removal of Forms. In the determination of the time for the removal of forms and the discontinuance of heating, consideration shall be given to the location and character of the structure, the weather and other conditions influencing the setting of the concrete, and the materials used in the mix.

Removal of forms shall be in accordance with the following schedule:

Item	Minimum Time	Strength Requirement
Top Slabs of RC Box Culverts	7 days	80% Specified
Forms for Columns and Vertical Walls	24 hours	N /A
Side Forms for Parapets, Median Barriers, and Curb Faces	6 hours	N/A

Forms on surfaces that will require a Class 2 finish in accordance with Subsection 601.16 shall be removed at the earliest time permitted under these Specifications in order to begin finishing operations.

Forms and their supports shall not be removed without the approval of the Engineer/City Engineer. Supports shall be removed in such a manner as to permit the concrete to uniformly and gradually take the stresses due to its own weight. Methods of form removal likely to cause overstressing of or damage to the concrete shall not be used.

601.14 Weather and Temperature Limitations.

(a) Hot Weather. When the internal temperature of the plastic concrete reaches 85° F, the Contractor shall take the necessary precautions to ensure that the temperature of succeeding batches does not exceed 90° F. Concrete batches with temperatures in excess of 90° F will be rejected. The method used to control the concrete temperature shall be approved in writing by the Engineer. The temperature of the plastic concrete shall be determined immediately prior to its being deposited in the forms by inserting a thermometer to a depth consistent with the capabilities of the thermometer being used to obtain a true reading. Prior to beginning placement, the Contractor shall insure that sufficient materials, labor, and equipment are available during placement to implement the previously approved cooling process.

(b) Cold Weather. Concreting operations will not be permitted when a descending air temperature falls below 40° F nor resumed until an ascending air temperature reaches 35° F without specific authority from the Engineer/City Engineer. Under no circumstances will the placing of concrete on a frozen subgrade be permitted. No concrete shall be placed unless the temperature of the concrete is more than 50° F when placed. If heating of the ingredients is necessary to meet this criterion, it shall be accomplished by a method such as dry heat or steam and not by direct flame. Water shall not be heated to more than 180° F, and shall be combined with the aggregate before the addition of cement. Frozen aggregates may not be used.

After concrete is placed, it shall be protected by insulated forms, blankets, enclosing and heating, and/or any other method approved by the Engineer/City Engineer that will maintain the temperature adjacent to the concrete at a minimum of 50° F for at least 5 days. Concrete that has been frozen or damaged due to weather conditions shall be removed and replaced by the Contractor at no cost to the City.

(c) Protection Against Rain. In order that concrete may be properly protected against the effects of rain before the concrete is sufficiently hardened, the Contractor shall have available at all times materials for the protection of the edges and surface of the unhardened concrete. Such protective materials shall consist of standard metal forms or wood planks having a nominal thickness of not less than 2" and a nominal width of not less than the thickness of the pavement at its edge for the protection of the pavement edges, and covering material such as burlap or cotton mats, or plastic sheeting material for the protection of the surface of the pavement. When rain appears imminent, all paving operations shall stop and all available personnel shall begin protection of the sides of the pavement and covering the surface of the unhardened concrete with the protective covering. Any surface finish damaged by rain shall be repaired or replaced to the satisfaction of the City at no cost to the City.

601.15 Curing Concrete.

(a) Materials. Materials used in curing concrete shall conform to one of the following types:
Burlap-polyethylene sheeting shall meet the requirements of AASHTO M 171.

Polyethylene sheeting shall meet the requirements of AASHTO M 171.

Copolymer/synthetic blanket shall meet the requirements of AASHTO M 171. Copolymer/synthetic blankets shall be a composite of a copolymer membrane material coated over a layer of absorbent nonwoven synthetic fabric weighing at least 6 ounces per square yard, uniform in appearance, and free from visible defects.

Other approved sheeting materials shall meet the requirements of AASHTO M 171.

Membrane curing compound shall meet the requirements of AASHTO M 148, Type 1-D or Type 2.

(b) Application. The exposed concrete, immediately after finishing, shall be covered with one of the curing materials listed above and shall be kept continuously and thoroughly wet for a period

of not less than 5 days after the concrete is placed. Membrane curing does not require the application of additional moisture.

Membrane curing compound shall not be used on surfaces requiring a Class 2 finish.

When membrane curing is used, the exposed concrete shall be thoroughly sealed by applying the membrane curing solution immediately after the free water has left the surface. The concrete inside the forms shall be sealed immediately after the forms are removed and necessary finishing has been done. For uniform application in the field on vertical concrete surfaces, the specified rate of application may be achieved by two coats applied at an interval of approximately 1 hour.

The Contractor shall provide satisfactory equipment and means to properly control and assure the direct application of the curing solution on the concrete surface so as to result in a uniform coverage at the rate of 1 gallon for each 125 square feet of area.

If rain falls on the newly coated concrete before the film has dried sufficiently to resist damage, or if the film is damaged in any other manner, a new coat of the solution shall be applied to the affected portions equal in curing value to that specified above.

601.16 Finishing Concrete Surfaces. Surface finishes shall be classified as follows:

Class 1. Ordinary Surface finish.
Class 2. Rubbed finish.
Class 3. Sprayed finish.
Class 4. Exposed Aggregate finish.
Class 5. Tined Surface finish.
Class 6. Broomed finish.
Class 7. Grooved finish.

All concrete shall be given a Class 1, Ordinary Surface Finish. In addition, if further finishing is required, such other types of finish will be as specified herein.

Payment for finishes will be considered a part of the applicable item of concrete used.

The following surfaces shall be given a Class 2 finish except when a Class 3 finish is specified in the plans:

1) Exposed surfaces of retaining walls and box culvert wingwalls, surfaces of concrete rails, rail posts, rail end posts, rail bases, and parapets, including the outside face.
2) At the option of the Contractor, a Class 3 finish may be used on all surfaces requiring a Class 2 finish provided the same class of finish is used on the entire job.
3) Sidewalks, curbs, exposed horizontal surfaces of inlets and junction boxes, and exposed horizontal faces of miscellaneous concrete items shall be given a Class 6 finish.
4) Concrete pavement surfaces shall be given a Class 5 finish.

The various classes of surface finish are defined as follows:

(1) Class 1, Ordinary Surface Finish. Immediately following the removal of forms, fins and irregular projections shall be removed from all surfaces except from those that are not to be exposed or are not to be waterproofed. On all surfaces, the cavities produced by form ties and all other holes, broken corners or edges, and other defects shall be thoroughly cleaned, and after having been thoroughly saturated with water, shall be carefully pointed and trued with a mortar of cement and fine aggregate mixed in the proportion of 1:2. Mortar used in pointing shall be not more than 1 hour old. The concrete shall then be rubbed or sprayed, if required, and cured as specified under Subsection 601.15. Construction and expansion joints in the completed work shall be left carefully tooled and free of mortar and concrete. The joint filler shall be left exposed for its full length with clean and true edges.

The resulting surfaces shall be true and uniform. Repaired surfaces, the appearance of which is not satisfactory to the City, shall be rubbed as specified under Class 2 finish.

Exposed surfaces not protected by forms shall be struck off with a straightedge and finished with a wood float to a true and even surface. The use of additional mortar to provide a plastered or grout finish will not be permitted.

The tops of caps in the area of the bridge seat shall be finished with a steel trowel or by grinding to a smooth finish and true slope at the proper elevation.

(2) Class 2, Rubbed Finish. After removal of forms, the rubbing of concrete shall be started as soon as its condition will permit. Immediately before starting this work the concrete shall be thoroughly saturated with water. Sufficient time shall have elapsed before the wetting down to allow the mortar used in the pointing of rod holes and defects to thoroughly set. Surfaces to be finished shall be rubbed with a medium coarse carborundum stone, using a small amount of mortar on its face. The mortar shall be composed of cement and fine sand mixed in proportions used in the concrete being finished. Rubbing shall be continued until form marks, projections, and irregularities have been removed, voids filled, and a uniform surface has been obtained. The paste produced by this rubbing shall be left in place at this time.

After concrete above the surface being treated has been cast, the final finish shall be obtained by rubbing with a fine carborundum stone and water. This rubbing shall be continued until the entire surface is of a smooth texture and uniform color.

After the final rubbing is complete and the surface has dried, it shall be rubbed with burlap to remove loose powder and shall be left free from all unsound patches, paste, powder, and objectionable marks.

(3) Class 3, Sprayed Finish. The material furnished for sprayed finish shall be a commercial paint type texturing product produced specifically for this purpose, and shall consist of a synthetic non-alkyd resin containing mica, perlite, non-biodegradable fibers, and durable tinting pigments. The material shall be approved by the City. Unless otherwise specified in the Contract,

the color of the sprayed finish shall be concrete gray, equal or close to Shade 36622 of the Federal Color Standard 595 A.

Surfaces to be coated shall be free from efflorescence, flaking, coatings, dirt, oil, and other foreign substances. The sprayed finish shall not be applied over surfaces cured with membrane curing compound until 30 days has elapsed from application of the membrane. Prior to application of spray finish, the surfaces shall be free of moisture, as determined by sight and touch, and in a condition consistent with the manufacturer's published recommendations.

The spray finish shall be applied at a rate as recommended by the manufacturer and as approved by the Engineer/City Engineer. The spray finish shall be applied with heavy duty spray equipment capable of maintaining a constant pressure as necessary for proper application.

The completed finish shall be tightly bonded to the structure and shall present a uniform appearance and texture equal to or better than that required for rubbed finish. If necessary, an additional coat or coats shall be applied to produce the desired surface texture and uniformity. Upon failure to adhere positively to the structure without chipping or cracking, or to attain the desired surface appearance, the coating shall be removed from the structure and the surface given a rubbed finish, or another approved finish satisfactory to the City.

(4) Class 4, Exposed Aggregate Finish. This type of finish shall be produced by scrubbing the surface of green concrete with stiff wire or fiber brushes, using a solution of muriatic acid in the proportion of 1 part acid to 4 parts water, or by sand blasting, until the cement film or surface is completely removed and the aggregate particles are exposed. The amount of aggregate exposure will be specified on the plans or designated by the Engineer/City Engineer. Any surface treated with muriatic acid shall be thoroughly washed with water to which a small amount of ammonia has been added to remove all traces of the acid. The resulting surface shall be an even pebbled texture.

(5) Class 5, Tined Roadway Surface Finish. The concrete roadway surface shall be given a finish with a burlap drag, followed by tining.

The surface shall be finished by dragging a seamless strip of damp burlap over the full width of the roadway surface. The burlap drag shall consist of sufficient layers of burlap and have sufficient length in contact with the concrete to slightly groove the surface, and shall be moved forward with a minimum bow of the lead edge. The drag shall be kept damp, clean, and free of particles of hardened concrete.

The final finish shall be accomplished by using the drag finish as described above with the further application of a metal tine finishing device. The tine shall be approximately 0.032" by 0.125" of steel flat wire, 2" to 5" in length, and spaced on ½" to ¾" centers. The grooves produced in the concrete shall be substantially from 1/8" to 3/16" in depth. The grooves shall be transverse to the centerline of the surface. The metal tine device shall be operated by approved mechanical or manual means. Other texturing equipment may be approved by the Engineer/City Engineer provided it produces a texture equivalent to that produced by the metal tine.

The tining shall be terminated with a transition in depth 18" from the gutter line. The outer 18" of the tined surface shall receive a Class 6, broomed finish.

(6) Class 6, Broomed Finish. After the concrete has been deposited in place, it shall be consolidated and the surface shall be struck off by means of a strike board, floated, and broomed. An edging tool shall be used on edges and expansion joints. The surface shall not vary more than ¼" under a 10' straightedge. The surface shall have a granular or matte texture.

(7) Class 7, Grooved Finish. The roadway surface shall be grooved perpendicular to the centerline with grooves extending across the slab to within 18" of the gutter line. The grooves shall be cut using a mechanical sawing device that will leave grooves 1/8" to 3/16" in depth and spaced on ½" to ¾" centers.

Section 602. Reinforcing Steel

602.01 Description. This item shall consist of reinforcing steel and miscellaneous accessories of the quality, type, size, and quantity designated, which shall be furnished and placed in concrete according to these specifications and in conformity with the details shown on the plans, or as directed.

602.02 Materials.

(a) Bar Reinforcement. Bar reinforcement for concrete in sizes up to and including #18 shall conform to the requirements of AASHTO M 31 or M 53.

(b) Wire and Wire Fabric. Wire, when used as reinforcement in concrete, shall conform to the requirements of AASHTO M 32 or M 225.

(c) Bar Mat Reinforcement. Bar mat reinforcement for concrete shall conform to the requirements of AASHTO M 54.

(d) Epoxy Coating. When specified, reinforcing steel bars shall be coated according to AASHTO M 284 using a coating material that meets the requirements of Annex A1 of AASHTO M 284.

The Contractor shall supply to the Engineer a written certification that properly identifies the number of each batch of coating material used in the order; the material, quantity represented, date of manufacture, and name and address of the manufacturer; and a statement that the supplied coating material meets the requirements of Annex A1 of AASHTO M 284.

Patching material, compatible with coating material, inert in concrete, and meeting the requirements of Annex A1 of AASHTO M 284, shall be provided by the epoxy coating manufacturer.

602.03 Bar Lists and Bending Diagrams. All reinforcing steel shall be fabricated to conform to the details shown on the plans. Pins used for bending reinforcing steel shall be equal to or larger than that shown on the plans. Bar lists and bending diagrams for reinforcing steel and

bar supports will not be reviewed or approved by the Engineer. The Contractor shall be responsible for the accuracy of the fabricated reinforcing steel.

602.04 Fabrication. Bar reinforcement shall be bent to the shapes shown on the plans.

Bars shall be bent cold, unless otherwise permitted by the Engineer. No bars partially embedded in concrete shall be field bent, except as shown on the plans or specifically permitted by the Engineer.

Radii for bends shall be as shown on the plans. When not shown on the plans, radii bends on the inside of bars shall be as specified below:

Bar Number	**Minimum Radii**
Stirrups and Ties	4 bar diameters
3,4,5,6,7, or 8	6 bar diameters
9,10, or 11	8 bar diameters
14 or 18	10 bar diameters

The Engineer/City Engineer or his representative shall have free access to the shop for inspection, and every facility shall be extended to him for this purpose. On a random basis, samples of bars, other than the additional test bars, may be taken by the Engineer.

Epoxy coating applicators shall be CRSI certified. The Contractor shall inform the Engineer, in writing, at least 10 days prior to performing any of the cleaning or coating operations. The Contractor shall furnish to the Engineer the coating applicator's certification certifying that all materials used, the preparation of the bars, coating, and curing were done according to these specifications and that no bars contain more than six holidays per yard. The certification shall include or have attached specific results of tests of coating thickness and flexibility of coating.

602.05 Shipping, Handling, and Protection of Material. Bar reinforcement shall be shipped in standard bundles, tagged and marked according to the *Code of Standard Practice* of the Concrete Reinforcement Steel Institute.

Steel reinforcement shall be protected from damage. When placed in the work, it shall be free from dirt, detrimental rust or scale, paint, oil, or other foreign substance. Steel reinforcement shall be stored above the ground on skids, platforms, or other supports. Epoxy coated reinforcing steel that is not incorporated into the work within 90 calendar days after delivery to the project shall be protected from exposure to the sun.

Epoxy coating damaged during fabrication, shipping, or installation shall be repaired according to AASHTO M 284. Damaged areas less than 0.10 square inch need not be repaired but all areas larger than 0.10 square inch shall be repaired. The maximum amount of damage shall not exceed 2% of the surface area of each bar. All damaged areas shall be repaired according to the manufacturer's instructions. Repairs will be required on all sheared or cut ends of bars, end areas left bare during the coating process, and any areas where the entire coating is removed. All

repairs shall be completed as soon as practicable and, in the case of bare end areas and sheared ends, before visible oxidation of the surface occurs. Epoxy coated bars shall not be flame cut.

The Contractor shall exercise caution when placing and vibrating concrete to prevent any damage to epoxy coated bars. In order to prevent the vibrator from damaging the coated bars, the head shall be covered with a sheet of rubber or a similar material as approved by the Engineer/City Engineer.

602.06 Placing and Fastening. Steel reinforcement shall be accurately placed in the positions shown on the plans and firmly held during the placing and setting of concrete. Bars shall be tied at all intersections except where spacing is less than 12" in each direction, in which case alternate intersections shall be tied. Bundled bars shall be tied together at not more than 6' centers.

Bar positions or clearances from the forms shall be maintained by means of stays, ties, hangers, or other approved devices. Reinforcing steel shall not be welded unless detailed on the plans or authorized in writing by the Engineer. Metal bar supports that are in contact with the exterior surface of the concrete shall have protection conforming with the CRSI Specifications, Class 1 for Plastic Protected Bar Supports or Class 2 for Stainless Steel Bar Supports, with the further provision that the plastic protection may be applied either by a dipping operation or by the addition of premolded plastic tips to the legs of the supports. Epoxy Coated Bar Supports that are coated according to the provisions of AASHTO M 284 using a coating material meeting the requirements of Annex A1 of AASHTO M 284 may be substituted for Plastic Protected Bar Supports or Stainless Steel Bar Supports. All high chairs and bar bolsters shall be metal. Any bar supports that deform under foot traffic or other construction activities shall not be used.

When concrete is to rest on an excavated surface, layers of bars shall be supported above the surface by metal chairs or by precast mortar or concrete blocks. The use of rocks, pieces of stone or brick, pipe, wooden blocks, or chunks of concrete will not be permitted as bar supports or spacers.

Reinforcement shall be placed by the Contractor and inspected and approved by the Engineer/City Engineer before the placing of concrete begins. Concrete placed in violation of this provision may be rejected and removal required. Unless otherwise shown on the plans, the spacing of supports shall conform to the recommendations of CRSI.

Epoxy coated bars shall be placed on plastic coated or epoxy coated metal supports and shall be held in place by use of plastic coated tie wires or molded plastic clips especially fabricated for this purpose. Bar supports for epoxy coated bars shall be fully coated metal supports. Epoxy coated bar supports shall be coated according to the provisions of AASHTO M 284 using a coating material meeting the requirements of Annex A1. In placing epoxy coated bars, care shall be maintained to prevent coated bars from being damaged.

After the coated bars are secured to bar supports, a final visual inspection shall be made and all uncoated or damaged areas coated or repaired as required by the Engineer/City Engineer.

602.07 Splicing. Reinforcing steel shall be furnished in the full lengths specified on the plans. Bars spliced as a result of unforeseen construction conditions or sequences will require the written approval of the Engineer. Splices shall meet the requirements of the current edition of the AASHTO *Standard Specifications for Highway Bridges.*

Secondary reinforcing used for distribution of loads, such as longitudinal bars in box culverts and retaining walls may be lapped 32 bar diameters minimum if bars are #6 or smaller. Primary reinforcing for columns and retaining walls which require splicing as a result of the lowering of footings shall be spliced at the upper end of the original bars. Required lengths of splices for primary reinforcing will be determined by the Engineer.

In lapped splices, the bars shall be placed in contact and fastened together in such a manner as to maintain the minimum distance to the surface of the concrete as shown on the plans.

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.

STANDARD SPECIFICATIONS
FOR DESIGN AND CONSTRUCTION
OF WATER LINES AND SEWER LINES

CITY OF
FAYETTEVILLE
ARKANSAS

2022 EDITION

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STANDARD SPECIFICATIONS
FOR DESIGN AND CONSTRUCTION
OF WATER LINES AND SEWER LINES

2022 EDITION

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SECTION 0001 CERTIFICATION AND STATEMENT

1.01 INTENT

A. The intent of this publication is to simplify and expedite the process of water and sewer design and construction within the jurisdiction of the City of Fayetteville.

1.02 REQUIREMENTS

All rules, regulations and requirements of the Arkansas Department of Health (ADH Rules Pertaining to Public Water Systems) are the minimum standard of all plan requirements and construction and development practices to be approved by the City of Fayetteville. In such case as the Standard Specifications herein set forth exceeds the Arkansas Department of Health requirements, then this Standard Specification as approved by the City Council Fayetteville, Arkansas governs.

The Utilities Director and/or the City Engineer are responsible to the extent possible as a function of their supervisory position within the City to require compliance with the Arkansas State Board of Health, Department of Health Center for Local Public Health Environmental Health Branch, Engineering Section, Rules and Regulations Pertaining to Public Water Systems, latest edition, aka "Rules and Regulations Pertaining to Public Water Systems".

All rules, regulations and requirements of the Arkansas Board of Licensure For Professional Engineers and Professional Surveyors shall be the minimum standard for professional surveying and for professional engineering.

Standard construction details prepared by the City of Fayetteville Engineering Division are available from the City Engineer. In the case of a conflict between the Standard construction details prepared by the City of Fayetteville Engineering Division and the text of these Standard Specifications, then the text of these Standard Specifications govern unless an exception or variance is otherwise granted.

Nothing within this Standard Specification is intended to, or can, replace any latest edition minimum requirement by City Ordinance or Arkansas State Rules, Law or Regulations or any Federal Law or Regulation.

The Engineer of Record is responsible for their design and compliance with City of Fayetteville Specifications, ADH Rules Pertaining to Public Water Systems and State of Arkansas Rules, Regulations and Laws and any Federal Law, Rule or Regulation.

These Specifications do not replace the Engineer of Record's specifications and contract documents, however these specifications set forth the minimum requirements for design and construction of all water and sanitary sewer within the jurisdiction of the City of Fayetteville.

These Specifications shall not be copied, reproduced or physically included within any private or public project documents without the prior written consent of the City of Fayetteville.

The City of Fayetteville, and the City of Fayetteville Utilities Engineer, accept no liability arising from any use or reuse of these specifications.

1.03 CITY STANDARDS

The basis for the STANDARD SPECIFICATIONS FOR DESIGN AND CONSTRUCTION OF WATER LINES AND SEWER LINES, 2022 Edition is as follows:

A. Previous editions of City of Fayetteville water and/or sewer standards.

   The following previous editions of Water and Sanitary Sewer minimum standards were found in the files and utilized in the current edition.

   1. City of Fayetteville 1994 Minimum Requirements for Water, Sewer, Streets, Drainage and Inspection by Donald Bunn, P.E., City Engineer.

   2. City of Fayetteville Water and Sewer standards 1995 by Donald Bunn, P.E., City Engineer.

   3. City of Fayetteville 1996 Standard Water Line Specifications 1996 Donald Bunn, P.E., City Engineer, as further approved by the City's Water and Sewer Committee and the City Council by Resolution 46-96 on April 2, 1996.

   4. STANDARD SPECIFICATIONS FOR DESIGN AND CONSTRUCTION OF WATER LINES AND SEWER LINES, 2017 Edition

B. Other published City Standard Specifications utilized in our region, with specific acknowledgement to the City of Bentonville.

C. Meetings and review with City of Fayetteville Engineering Division staff, the Utilities Director, the Utitlies Operation Manager, and the Utilities Field Supervisors.

D. Public review available at the City of Fayetteville website, at the City of Fayetteville Water and Sewer Committee meetings, and at the City of Fayetteville City Council meeting.

E. Review and Approval by the Arkansas Department of Health.

END OF SECTION 0001

SECTION 1000 GENERAL REQUIREMENTS

1.01 GENERAL

A. The intent of this publication is to simplify and expedite the process of water and sewer design and construction with the jurisdiction of the City of Fayetteville.

All rules, regulations and requirements of the Arkansas Department of Health (ADH Rules Pertaining to Public Water Systems) are the minimum standard of all plan requirements and construction and development practices to be approved by the City of Fayetteville. In such case as the Standard Specifications herein set forth exceeds the Arkansas Department of Health requirements, then this Standard Specification as approved by the City Council Fayetteville, Arkansas shall govern.

Additionally, this Standard Specification includes the requirement that the minimum standards of design and construction specified herein, that directly affects health and safety, must further comply with the recommendations of both (1) the 10 States Standards (GLUMRB) and (2) the American Water Works Association (AWWA). Any conflict that directly affects health and safety between these Standard Specifications and the recommendations from the 10 States Standards, or the recommendations from AWWA, must be resolved to provide the greatest protection of health and safety.

Incorporation by reference: The Arkansas State Board of Health, Department of Health Center for Local Public Health Environmental Health Branch, Engineering Section, Rules and Regulations Pertaining to Public Water Systems, lasted edition, aka "Rules and Regulations Pertaining to Public Water Systems"; and the National Primary Drinking water Regulations found in 40 CFR Parts 141, 142 and 143 are incorporated by reference into this Standard Specification.

All rules, regulations and requirements of the Arkansas Board of Licensure For Professional Engineers and Professional Surveyors shall be the minimum standard for professional surveying and for professional engineering.

Special conditions may arise on projects that are not covered in these Specifications. Such special conditions must be submitted to the City Engineer or Utilities Division for review and approval.

Standard construction details prepared by the City of Fayetteville Engineering Division are available from the City Engineer. In the case of a conflict between the Standard construction details prepared by the City of Fayetteville Engineering Division and the text of these Standard Specifications, then the text of these Standard Specifications govern unless an exception or variance is granted.

B. This Standard Specification applies to all water and sewer design and construction within the jurisdiction of the City of Fayetteville and as follows:

This publication specifically applies, but is not limited to "Subdivision", "Large Scale Development" and other development as defined by City ordinances.

This publication provides the minimum standards to be utilized by the Engineer of Record in producing project specific specifications for a Capital Project (a.k.a. Capital Improvement Program/Project or CIP). The Engineer of Record for a Capital Project may use or adapt these Standard Specifications by express permission only. The Engineer of Record for a Capital Project shall prepare and provide project specific technical specifications.

Maintenance performed by City forces "in-house" shall utilize these specifications under the direction of the Utilities Director.

The Utilities Director and/or the City Engineer are responsible to the extent possible as a function of their supervisory position within the City to require compliance with the Arkansas State Board of Health, Department of Health Center for Local Public Health Environmental Health Branch, Engineering Section, Rules and Regulations Pertaining to Public Water Systems, lasted edition, aka "Rules and Regulations Pertaining to Public Water Systems".

Nothing within this Specifications is intended to, or can, replace any minimum requirement by City Ordinance or State Law.

This standard specification is not intended to cover all operation, maintenance, purchasing, warehousing, and emergency scenarios that arise in the City's operation of a public water distribution system and public sewer collection system, but rather intended to apply to new construction within the City's service boundary.

C. The Engineer of Record is responsible for their design and compliance with latest edition City of Fayetteville Ordinances and Specifications, ADH Rules Pertaining to Public Water Systems and State of Arkansas Rules, Regulations and Laws, or any Federal Law, Rule or Regulation.

These Specifications do not replace the Engineer of Record's specifications and contract documents, however these specifications set forth the minimum requirements for design and construction of all water and sanitary sewer within the jurisdiction of the City of Fayetteville. These specifications may be included by reference only in the Engineer of Record's documents.

D. The Engineer of Record for public, private and City-forces "in-house" projects designed and constructed under the requirements of these Specifications, shall provide to the Utilities engineer and copy to the City Engineer a sealed (PE) letter report stating that the design and construction of the water and/or sewer improvements met the minimum requirements of these Specifications. This sealed letter report will also contain documentation of any special conditions or additions to these Specifications for the specific project.

E. These specifications shall not be copied, reproduced or physically included within any private or public project documents without the prior written consent of the City of Fayetteville.

The City, and the Utilities Engineer, accept no liability arising from any use or reuse of these specifications.

F. Comprehensive construction observation services shall be provided by, or under the direction of, a professional engineer as defined by AR §17-30-101.

G. The City Engineer's office is responsible for the issuance of construction permits for the installation of water and sewer facilities constructed in the City of Fayetteville as required by the City of Fayetteville Unified Development Code. The City's Utilities Engineer is responsible to assist the City Engineer's office as directed by the Utilities Director.

The City's Utilities Engineer is responsible for review and recommendations, or assisting the City Engineer with review and recommendations, of the City's Capital Improvement Projects requiring City Council approval.

All water and/or sewer capital project design, including water and/or sewer included in other capital projects such as roadway improvements, designed by consultant or by City engineers, will be reviewed and approved by the Utilities Director or the Utilities Engineer as appropriate.

H. The City of Fayetteville is not responsible, nor bears any liability for the Contractor's means, methods, techniques, sequences, procedures of construction or the safety precautions and programs incident thereto in performing or furnishing any of the work.

I. Maintenance Bond: Once the City accepts the project for ownership, the Owner shall be responsible for the provision to the City of a two (2) year maintenance bond for 25 percent of the construction cost of water lines and sewer lines, which shall cover defects in materials and workmanship. A walk-through shall be performed at the end of the two year period and all deficiencies corrected prior to release of the bond. City maintenance shall begin after release of the Two (2) year Maintenance Bond.

J. Change's or addendums to this document shall require formal approvals and addendums in compliance with professional standards of practice and Arkansas Professional Engineering rules and regulations.

K. Administration, Appeals, Variances and Exceptions:

Administration, Appeals and Variances are defined in Chapters 152, 155 and 156 of the City of Fayetteville Unified Development Code and as follows:

When the Utilities Director and/or the City Engineer determines that application of the standards within this Standard Specification would cause undue hardship, or unnecessary

practical problems for a specific project, then an exception or variance to this Standard Specification may be reviewed on a case by case basis and may be granted by the Utilities Director and/or City Engineer. An exception or variance that is granted may be conditioned by requiring other standards to safeguard the purposes of this Standard Specification.

No exception or variance can violate minimum Arkansas Health Department requirements, or the Arkansas Board of Licensure for Professional Engineers and Professional Surveyors Board Laws and Rules, City Ordinances or State or Federal Law.

Requests that are Professional Engineering shall be submitted by and reviewed by a licensed Professional Engineer.

Such exception or variance request will be approved or denied by written communication by the Utilities Director and/or City Engineer as appropriate to existing regulations. Engineering plans reviewed and approved by the City do not grant or imply a variance to these Specifications. Variances must be requested by the Engineer of Record and approved in writing by the City of Fayetteville prior to start of work.
If an exception or variance is granted then a copy of the exception or variance must be provided by the Engineer of Record to the Arkansas Department of Health.

L. Questions and comments concerning theses Specifications should be directed to the Utilities Director, 113 W. Mountain St., Fayetteville, Arkansas, 72701 (479) 575-8386.

1.02 DEFINITIONS

A. City – The City of Fayetteville. Throughout this document, the name City of Fayetteville applies for all entities in the City of Fayetteville water and/or sewer service and jurisdiction areas.

B. City of Fayetteville Utilities Department –The Utilities Department is comprised of 4 major divisions with a common goal of providing vital city services to the citizens of Fayetteville:

Utilities Management and Capital Projects
Wastewater Treatment
Water and Sewer Operations Division
Water & Sewer Service Set Up & Billing

C. City of Fayetteville Engineering Division - The Engineering Division:

Provides design and project management for city infrastructure projects.
Reviews development proposals for compliance with city criteria such as water, sewer, streets, drainage, grading and other technical requirements.
Manages the planning, design, and permitting of trails projects and oversees construction of trails by the Transportation Division or private contractors.
Assists in the acquisition and sale of city property, right of way, easements, etc.
Manages miscellaneous stormwater and water quality initiatives.
Is responsible for ensuring compliance with

The City's NPDES Stormwater Permit issued through the Arkansas Department of Environmental Quality.
The City's floodplain regulations.

D. Engineer, and/or Engineer of Record – A qualified Professional Engineer licensed in the State of Arkansas, for the Owner, City or Governmental agency.

E. STANDARD SPECIFICATIONS FOR DESIGN AND CONSTRUCTION OF WATER LINES AND SEWER LINES, 2022 Edition – also referred to as "standards" or "minimum standards" or "specifications" or "Standard Specification(s)" within this document.

F. Design – Includes, but is not limited to, all requirements of:

1. Arkansas State Law Title 22 - Public Property Chapter 9 – Public Works Subchapter 1 – General Provisions 22-9-101 -Observation by registered professionals required.

2. Arkansas Board of Licensure for Professional Engineers and Professional Surveyors, Board Laws and Rules Handbook.

3. Arkansas Department of Health requirements, including but not limited to, "Rules and Regulations Pertaining to Public Water Systems" XXI. Submission of Plans and Specifications.

G. Comprehensive construction observation services -

1. Observation and inspection services must comply with Arkansas State Law Title 22 - Public Property Chapter 9 – Public Works Subchapter 1 – General Provisions 22-9-101 - Observation by registered professionals required.

2. As required by the City of Fayetteville. Observation and inspection includes, but is not limited to, periodic visits to construction site to observe the progress and quality of the executed work to determine compliance with approved plans and specifications and the standards or requirements as set forth in the project approval or permit.

If deemed necessary by the City of Fayetteville, the Engineer of Record shall provide qualified full time Resident Inspection during part or all of the executed work for the project.

3. As required by the Arkansas Department of Health.

4. As further defined in this Standard Specification.

H. Owner – Any Individual, partnership, firm, corporation or other entity who, as property owner, is initiating the work.

I. Provide – Furnish and install, complete in place, operating, tested and approved.

J. Products – The materials, systems, and equipment provided by the Contractor.

K. 10 States Standards – The recommended standards and polices prepared by Great Lakes – Upper Mississippi River Board of State and Provincial Public Health and Environmental Managers (GLUMB). Standards include: Recommended Standards for Waterworks and Recommended Standards for Wastewater Facilities, latest editions.

1.03 LAWS, REGULATIONS AND ORDINANCES

A. All Federal, State, County and Municipal Laws, Regulations, or Ordinances shall be complied with on all projects. Where the requirements of another jurisdictional authority having influence on work outside the purview of the City of Fayetteville are greater than that provided by these Specifications, the work shall conform to the greater requirement of that respective jurisdictional authority.

1.04 PERMITS AND LICENSES

A. City of Fayetteville construction permits for Development projects shall be obtained from the City Engineer's Office for the installation of all water and/or sewer facilities in accordance with the City Ordinances, City Engineering standards and these Specifications.

B. All other permits required to accomplish the work shall be the responsibility of the owner or engineer. Such permits may include but are not limited to permits for work within Highway Department R/W, railroad crossing permits, "Notice of Intent" for Erosion Control (Arkansas Department of Environmental Quality). Work shall not be started without the appropriate permit(s) in place.

1.05 DOMESTIC USA MANUFACTURE

A. Domestic United States of America (USA) manufacture. Product-specific requirements for Domestic manufacture are noted within the “product” sections of this specification for each product.

B. American Iron and Steel (AIS) requirements.

a. The American Iron and Steel (AIS) requirements of the Consolidated Appropriations Act of 2014 Public Law 113-76 and further requirements including, but not limited to P.L. 113-121, 114-113 and 608 of Title 33 of the United States Code and latest codes/laws as may be provided, are a separate and additional consideration to these Specifications based upon Clean Water and Safe Water SRF Federal and State funding sources.

1.06 PLANS AND SPECIFICATIONS - SUBMITTAL AND APPROVAL

A. Detailed plans and specifications shall be required for all water and/or sewer extensions, facilities or modifications and shall be prepared by a qualified professional engineer

registered to do business in the State of Arkansas. These detailed plans and specifications shall be submitted to the City for review and approval.

B. The plans and specifications shall be first approved in writing by the City Engineer or Utilities Engineer as applicable for the project and then shall be forwarded to the Arkansas Department of Health by the Engineer of Record for their (ADH) approval. In no case shall any water or sewer construction be allowed before the City has written approval from the Arkansas Department of Health.

C. The Engineer of Record must approve all material prior to installation.

D. The Owners of the project are responsible for acquiring and recording all easements and giving all notices necessary and incidental to the work.

E. Private water lines constructed for fire prevention purposes which have no metering device or backflow prevention device at the point of tie-in to the City main shall be treated as a public line and be subject to these Standard Specifications as far as engineering, construction techniques, materials, testing, and inspections are concerned.

F. For projects which require formal erosion control plans by ordinance or standards, the construction may not begin without an approved erosion control plan on file with the City. Minimum erosion control measures are required for all projects. It is the responsibility of the owner and contractor to comply with the Arkansas Department of Environmental Quality (ADEQ) requirements.

G. A pre-construction conference involving the Engineer of Record, Contractor, and the City is required prior to beginning construction. One full set of construction drawings will be provided to the Water and Sewer Department prior to the pre-construction meeting.

H. Provide legible, professional documents meeting the requirements of Ten States Standards and as follows to City Engineering and/or the Utilities for review and approval.

Plans should be drawn to a scale suitable for adequately showing the facilities proposed as stipulated herein.

All proposed water mains, sewer mains, water meters, water services, sewer services, valves, hydrants, sewer manholes, lift stations and other appurtenances are to be clearly represented on the plans.

All water and sewer mains shall include plan and profile sheets with the plan and profile on the same sheet.

I. Engineering work, including plan and profile sheets, shall be sealed and dated by a Professional Engineer licensed in the State of Arkansas and in compliance with the requirements of the Arkansas Board of Licensure for Professional Engineers.

1.07 EASEMENTS

A. The Owners of the project are responsible for acquiring and recording all easements and giving all notices necessary and incidental to the work.

1.08 UTILITY COORDINATION

A. The plans shall show the location of existing overhead and underground utility lines, existing water and sewer lines and the proposed water and/or sewer improvements according to the best information presented and available.

B. It is the responsibility of the Owner or his authorized representative to coordinate with and get approval from the various UTILITIES, including other Departments of the City. Further, it is the responsibility of the Owner to get authorization to encroach upon any other utilities' easement(s) and secure such recorded encroachment as a requirement for dedication of the water and/or sewer lines and system.

C. It is the responsibility of the owner or his authorized representative to comply with the "Arkansas Underground Facilities Damage Prevention Act".

1.09 PUBLIC TRAVEL

A. When requested by the City, and project specific, the Engineer will provide a maintenance of traffic plan for City review and approval.

B. The contractor will plan and execute the work to assure minimal interference with normal flow of traffic and pedestrians.

C. The contractor will be reasonable for making provisions for the safe and free passage of persons and vehicles over or around the construction site, both during and after working hours. Such provisions will be satisfactory to the City, County or State authority having jurisdiction within the work area.

D. The contractor will notify and obtain applicable approvals and permits from City, County or State authorities before closing or obstructing any public highway, street, road, trail or sidewalk.

E. The contractor will provide and maintain necessary barricades, signs, lights, roadway trench covering, fencing, personal safety equipment and markers around or at the construction area to avoid any property damage or personal injury. The contractor will provide qualified flagmen to direct traffic while working upon or in a highway, street or road over which traffic must pass.

F. Excavated area within traffic lanes of highways, streets, roads, trails and walks will be backfilled with compacted class 7 aggregate base course immediately following pipe installation and the area opened to traffic. Where indicated or when requested by the City

an additional course of asphalt concrete hot or cold mix will be provided as the travel surface. Excavated areas shall be brought to the adjacent/contiguous paved surface elevations and constantly maintained by the contractor.

1.10 MATERIALS SUBMITTALS

A. Submittals sent to the City shall be in PDF format.

B. The Engineer of Record shall be responsible to review and approve the materials submittal(s) to ensure compliance with these specifications. The City of Fayetteville generally will not review and approve material submittals for private development projects, but will rather check materials in the field to ensure they comply with these specifications.. Once the Engineer of Record has reviewed and approved the material submittals, they shall submit those to the City of Fayetteville where they will be kept on file for reference.

C. Submit the manufacturer's certificate that the products/materials meets the Specification requirements including material testing requirements.

D. Construction procedures other than those outlined in these specifications shall be submitted for review and approval by the City of Fayetteville.

1.11 CONSTRUCTION LAYOUT

A. The layout and staking of the construction work shall be by trained and qualified survey personnel under the supervision of the Engineer. Construction layout shall consist of staking (physical monuments) necessary to determine alignment and elevations to properly construct the proposed facilities. The use of a pipe laser is required for gravity sewer construction.

1.12 INSPECTION, OBSERVATION AND TESTING

A. Comprehensive construction observation services shall be provided by a professional engineer as defined by AR §17-30-101.

B. Only authorized personnel from the City of Fayetteville Water & Sewer Department are permitted to operate valves on the existing water system. Under no circumstance shall the Contractor operate any valve on the existing water system.

C. All field tests and inspections required for a project shall be witnessed by the City in the presence of the Engineer of Record or their authorized representative and the Contractor. Water Testing is further defined in Section 5300. The tests required for sewer lines, manholes and service lines are further specified in Section 5200. The tests for pump stations will be determined for each project based upon the final design and Section 3500.

On a case by cases bases for work after hours (or other similar circumstances), the City Engineer or Utility Engineer may authorize testing without city personnel when the Engineer of Record or their authorized representative is present.

D. The City representative will be determined at, or prior to, the pre-construction meeting.

E. In no case shall a test be made without the presence of the Engineer of Record's representative and the Contractor. It is the responsibility of the Engineer of Record and/or the Contractor to coordinate the scheduling of tests with the City and with the other parties involved.

F. All equipment, materials, and labor required for testing shall be furnished by the Contractor at his expense.

G. Generally, no Contractor or Engineer of Record involvement is required in the taking of samples for the Bac-T test except that the Contractor is responsible for the proper flushing of the line prior to samples being taken by the City. However, the City may require the presence of the Contractor or Engineer of Record when questions have been raised as to the methodology or techniques used in the sampling process.

H. Bac-T samples are sent to the Arkansas Department of Health for testing. Results are available on-line at the ADH website. Results obtained by the City may be forwarded to the Engineer of Record either by email, fax, or mail upon request of the contractor.

I. Lines failing the Bac-T tests shall be re-sampled as soon as practicable. If a line fails two (2) consecutive Bac-T tests, the line must be re-chlorinated before Bac-T samples can be taken again. The City shall not be responsible for rescheduling Bac-T tests.

J. The fire hydrant test shall consist of checking the operation of the fire hydrant valve and flowing the fire hydrant. This test will be performed jointly by Contractor and City forces. This test will be done after the pressure test has been completed. The fire hydrant valve shall be left in the open position during the test and after the test is completed.

1.13 "AS-BUILT" or "RECORD DRAWINGS"

Upon completion of the project, the Engineer shall provide to City Engineering for record purposes "as-built" or "record drawings". The minimum requirements include:

A. <u>DATUM REQUIREMENTS</u>

1. Horizontal Datum: NAD83 (1986) Arkansas State Plane, North Zone, US foot (Grid System).
2. Vertical Datum: NAVD88 (feet)

B. <u>TOLERANCES</u>

1. Horizontal: +/- 0.5 feet
2. Vertical: +/- 0.05 feet

C. Water drawings submitted as record ("as-built") drawings shall indicate the location where the water line was installed and have the following items surveyed during/after construction and shown on the drawings:

1. Fire hydrant, location and top operating nut elevation
2. Water valves, location
3. Water fittings, location
4. Water service saddle, location
5. Water service saddles used for testing, location
6. Water meters, location
7. Tapping sleeves, location
8. Any other pipe penetrations, location
9. Steel encasements, location
10. Details shall be provided for all vertical offset water lines, profile drawing

D. Manufacturing data shall be collected for pipe, valves, and hydrants as follows:

1. Pipe
   a. Manufacturer
   b. Material: DI, PVC or other – specify.
   c. Diameter
   d. Production run code or lot code
   e. DR or Thickness class
   f. Pressure class
2. Valves
   a. Manufacturer
   b. Model number
   c. Year manufactured
   d. Type (gate, butterfly, ball, etc.)
   e. Diameter
3. Hydrants
   a. Manufacturer
   b. Model number
   c. Year manufactured
   d. Depth of bury, including extensions

E. Sanitary sewer drawings submitted as record ("as-built") drawings shall indicate the location where the sewer line was installed and have the following items surveyed during/after construction and shown on the drawings:

1. Manholes, location and rim elevation
2. Pipe material, diameter, and invert elevations
3. Sewer main percent slope (calculated and setting from pipe laser)
4. Lateral connections. Lateral measurements shall be indicated by their distance from the downstream manhole in the form of stationing. Lateral stationing shall begin at 0+00 at each downstream manhole.
5. Location of capped service lines

6. Cleanouts (if installed during construction)
7. Location of fittings, valves, and valve boxes on force mains
8. Location of steel encasements
9. CCTV video (Digital Media format, USB drive preferred) and logs shall be delivered to the City of Fayetteville.

F. All sheets shall have the phrase "as-built" or "record drawing" boldly printed on them with the as constructed date, and shall be stamped and signed by a professional engineer registered in the State of Arkansas. Record drawings shall be submitted in hard copy, .dwg electronic format, and .pdf electronic format.

1.14 FINAL ACCEPTANCE BY THE CITY

A. The City will be deemed to have accepted water and sewer lines and appurtenances for ownership upon completion of the following.

1. Acceptable physical site Final Inspection by the following:
    a. A representative of the City Engineer's Office
    b. A representative of the Fayetteville Water and Sewer Department
    c. The Engineer of Record
    d. The Contractor

2. Acceptable walk-through by the Meter Foreman for location, grade, and condition of water meter settings
3. Acceptable walk-through by the City representative for all other items of water or sewer construction.
4. Construction Cost is received by the City and subsequently approved in writing.
5. Maintenance Bond is received by the City
6. Record Drawings are received by the City
7. Engineer of Record Certification is received by the City.
8. Contractor furnished statement of estimated water quantity used during construction, testing, flushing and final acceptance, total gallons.
9. The Engineer of Record shall provide to the Utilities engineer and copy to the City engineer a sealed (PE) letter report stating that the design and construction of the water and/or sewer improvements met the minimum requirements of these Specifications including certification that the project was constructed in accordance with the engineering plans and specifications as approved by the Arkansas Department of Health. This sealed letter report will also contain documentation of any special conditions or additions to these Specifications for the specific project.
10. Letter of Final Acceptance is provided by the City to the Engineer.

B. No water meter shall be set until all final acceptance requirements are met and the line is accepted by the City.

C. No sewer shall be utilized until all final acceptance requirements are met and the line is accepted by the City.

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END OF SECTION 1000

SECTION 2001 DESIGN STANDARDS - WATER

PART 1 – GENERAL

1.01 WATER LINE (MAIN) MATERIALS

A. Unless specified or detailed otherwise, materials for water line mains up to and including 12 inch diameter shall be PVC as further specified within these Standard Specifications. Ten (10) inch diameter pipe is not permitted for water mains.

B. Ductile iron pipe (DIP) shall be used for all pipe greater than 12-inches in diameter and as further specified within these Standard Specifications.

C. Unless requested otherwise by the City's designated engineer, all fire hydrant leads shall be of the same pipe material as the attached water main as recommended in AWWA M17 latest edition.

D. All buried iron pipe, valves, and fittings shall be double poly wrapped in accordance with these Standard Specifications.

E. Polyethylene (PE) pressure pipe is not permitted as publically (City) maintained water main or water service lines.

F. Pipe and fittings for nominal pipe diameters/sizes greater than 18-inch are not a Standard Specification. Projects including pipe and fittings for nominal pipe sizes greater than 18-inch will be considered on specific case by case basis in accordance with Section 1000 General Requirements.

G. Any and all work for, on, or connecting to the City's concrete pressure water pipe (Prestressed Concrete Cylinder Pipe, PCCP) is not permitted as a Standard Specification. Work for, on or connecting to the City's PCCP will be considered on specific case by case basis in accordance with Section 1000 General Requirements.

1.02 REQUIREMENTS TO EXTEND WATER SERVICE

A. Unless approved otherwise by City Council, new developments and/or water extensions to serve existing lots, are required to extend water service to that development at the owner's expense in accordance with City Ordinance Chapter 51: Water and Sewers. Water lines shall be extended to each property to be served by City of Fayetteville water. Water service shall include providing adequate domestic water flows as well as fire protection with hydrants spaced in accordance with the local and state fire codes.

City Council approved cost share projects, including defined infill projects, may be further considered in accordance with City Council guidance or policy and paragraph 1.05.

B. Water service lines shall extend perpendicular to the water main and extended to the property

being served where an appropriately sized water meter will be installed.

C. On subdivision or large scale development water systems, water lines shall be extended through all the development to the property line so that future development(s) can tie on without disrupting the service to or property of any existing customers or owners. Dead end lines shall be avoided whenever possible.

D. All water lines with dead ends shall be installed with an upstream valve, one full joint of pipe with a MJ restraining gland, concrete anchor collar, a MJ cap with restraint, and a blow off assembly. The seat of the MJ restraining gland on the pipe shall face the valve.

E. Subdivision developments greater than lot splits as defined in UDC Chapter 166: Development will:

a. Connect into the existing water system at a minimum of two locations.

b. Provide water line extensions off of the development property to loop with the existing water distribution system.

The extension and second connection to the water system is required to better maintain water quality and to maintain water service in the event of a water line break in the immediately vicinity. An inline valve shall be installed on the existing water line between the two points of connection if one is not currently installed.

Construction of off-site extensions will be at the expense of the developer, subject to "rough proportionality" as further noted in Chapter 155 of the City of Fayetteville Unified Development Code.

Other developments, including Large Scale Developments, may be required by Planning Commission or City Council to tie to the existing water system at a minimum of two locations and provide off-site water extensions to maintain water quality and maintain water service in the event of a water line break in the immediately vicinity.

F. At other locations easements may be required to facilitate future extension of lines to adjacent properties.

G. The requirements to extend water service and provide lines adequate for both domestic and fire demands shall apply to all subdivisions regardless of whether they are inside the City Limits or not. Where subdivisions are outside the City Limits, the placement of fire hydrants shall be optional and in no case shall hydrants be installed outside the City unless a) a fire flow of at least 500 gallons per minute can be obtained at the hydrant, and b) the residents being served by the hydrant have a contract for fire protection with the City of Fayetteville and/or with a Washington County Rural Fire Department having a mutual aid agreement with the Fayetteville Fire Department.

1.03 MINIMUM SIZE OF WATER LINES

A. The minimum sized water line that may be installed in the water system as a "Water System Improvement" shall be eight (8) inch diameter as defined in Chapter 151 of the City of Fayetteville Unified Development Code. Unless documented and approved otherwise by the City, the minimum size water main installed by development shall be eight (8) inch diameter.

Minimum water line sizes less than eight (8) inch diameter will receive special consideration in situations such as existing areas of six (6) inch water lines. Such special consideration will be based upon engineering calculations for domestic and fire flow demands, existing infrastructure, water modeling, water age and water quality and as follows.

Four (4) inch diameter lines shall be the minimum water line size that may be approved for special conditions such as "short" cul-de-sacs as determined by the City or rural water extensions, provided such lines could not be reasonably extended in the future to provide service to adjacent property and where a larger line is not needed to provide either fire protection or adequate domestic flows.

Two (2) inch domestic water service extensions may be granted by the Utilities Director.

All water lines less than eight (8) inches in diameter require approval from the Utilities Director and subsequently the ADH.

B. The minimum line size requirement for the provision of fire protection shall be based upon fire flow calculations including the flow for the private fire line/sprinklers in addition to the flow required at fire hydrants, water modeling calculations and as follows. The minimum line size requirement for the provision of fire protection shall a looped six (6) inch line or, in the event of a dead end line, an eight (8) inch. This minimum requirement shall apply regardless of the theoretical flow capacities existing in the system. Lines larger than six (6) inch looped and eight (8) inch dead end may be required if larger lines are needed to provide domestic and/or fire flow demands based upon engineering calculations and/or water modeling.

C. The latest Water System Study has recommended a twelve (12) inch water line grid not to exceed a spacing of 1/2 of a mile in both the north-south and east-west direction. In the event that the maximum size water line for a development is less than twelve (12) inches, the City may participate in "cost sharing" for the installation of twelve (12) inch water lines as recommended by the latest Water System Study. The extent of the "cost share" will be for pre-approved and verified installation cost differences. Refer to Paragraph 1.05 – City Participation in Water Line Costs.

1.04 WATER SYSTEM STUDY/MASTER PLAN

A. The City's latest Water System Study (or Master Plan) and current water model will be the primary basis for decisions made in regard to required line sizes, water line locations, location of water pump stations, water tank sizes and location, and any other matter relating to the water distribution system.

1. The latest Water System Study is a published document on file at the City Engineer's Office and at the Utility.

2. The current water model is located at the City's Utility (Water/Sewer).

It is the intent of these Standards that the City Utility, subject to other City and Utility priorities, will provide the modeling of proposed water mains using the City's current software and model. However, there may be specific projects that due to the size or complexity, the Utility's current priorities, or the requirements of a Professional Engineering sealed report, that such projects will require water modeling by the Engineer of Record and review by the City.

B. The Utilities Director and City Engineer have the discretion to alter the published Water System Study (Master Plan) priorities and recommendations based upon current City requirements.

1.05 CITY PARTICIPATION IN WATER LINE COSTS

A. In cases where the City desires to have a larger sized water line in place than is required under Paragraph 1.02 of these Standard Specifications, or in cases where the City desires to extend a water line under Paragraphs 1.02 and 1.03 of these Standard Specifications, in accordance with City Ordinance Chapter 51: Water and Sewers, the City may enter into an agreement with the developer to provide for the construction of the larger sized line, or the extension of the designed water line. City participation in water line costs will be based upon current City Council guidance.

B. Upon City Council or Mayoral approval, the City will be responsible for the pre-approved and verified installation cost difference between the water line required for the development and the water line desired by the City.

C. The cost involved in up-sizing, or extending the water line shall be determined by the developer's engineer by the taking of bids, and shall be approved by the City Engineer or Utilities Director, and then approved by the City Council prior to construction.

1.06 WATER SERVICE LINES

A. Water service connections shall be made on 12-inch and smaller water lines.

B. Service lines serving single meters sets and double meter sets shall be 1- inch coated copper pipe in accordance with these Standard Specifications.

C. In areas where it is determined by the City Engineer that installation of irrigation systems is likely, service lines that cross roads and serve double meter sets shall be 2" services ending in a 2" x 1" x 1" x 1" splitter. The middle leg of the splitter shall feed the double meter set, with the other two legs containing a ball valve, and being intended to serve future irrigation meters. The meter box shall be no greater than two feet from the splitter.

D. Service lines serving 1-1/2 and 2 inch meter sets shall be 2-inch coated copper pipe, or 2-inch restrained joint PVC (main) in accordance with these Standard Specifications.

E. Water services lines installed across city streets shall be encased back of curb to back of curb, or state highway right-of-way to right-of-way. 1-inch lines shall be encased in minimum 2 inch HDPE SDR9 tubing. 2-inch lines shall be encased in minimum 4-inch HDPE SDR9 tubing. Larger diameter encasement tubing will be provided by the contractor as required.

F. Service lines serving 3-inch and larger meter sets shall be PVC or DIP in accordance with these Standard Specifications.

G. Meter arrays for multiple meters fed from a single 2-inch tap shall be made per the standard details. These must be approved on a case-by-case basis, and may be required by the City to reduce the number of taps on a public main.

1.07 WATER METER SIZE

A. Water meters serving flows up to 10 gpm continuous (15 gpm intermittent) shall be 5/8" water meter.

B. Facilities that use flush valve style (tankless) toilets shall use a minimum 1" water meter.

C. Water meters serving flows up to 25 gpm continuous (40 gpm intermittent) shall be 1" water meter.

D. Water meters serving flows greater than 25 gpm continuous shall be approved by the City of Fayetteville Meter Department during the plan review process.

1. For reference only, meter flow ranges may be as follows:

a.	1-1/2" meter	up to 65 gpm continuous (100 gpm intermittent)
b.	2" meter	up to 150 gpm continuous (200 gpm intermittent)
c.	3" meter	up to 350 gpm continuous (500 gpm intermittent)
d.	4" meter	up to 800 gpm continuous (1000 gpm intermittent)

1.08 BACKFLOW PREVENTION

A. The City of Fayetteville water distribution system shall be protected from the possibility of backflow by the use of a reduced-pressure principal backflow prevention assembly (RP), a double check valve assembly (DC), or an air gap in accordance with the City Ordinance 51.146 Backflow Prevention and the Arkansas State Plumbing Code (ASPC), latest edition.

B. The City of Fayetteville Utilities shall review and sign off on all proposed backflow prevention installations.

1.09 EASEMENTS

A. For water lines that are up to 10 feet deep, easements shall be at least 20 feet in width with the water line in the center of the easement. For water lines that are greater than 10 feet deep, easements shall be 1 foot per foot of depth to the bottom of the pipe on each side of the water

line.

B. Lines sized 12-inches through 18-inches shall not be placed in easements of less than 25 feet. Lines larger than 18-inches shall be placed in an easement of no less than 30 feet. Wider easements may be required, depending on the specific circumstances involved.

C. Easements for 12-inch and smaller lines may be exclusive or general utility. Any line above 12-inches in diameter must be an exclusive water/sewer easement unless approved otherwise by the Utilities Division.

D. New developments that contain existing water lines must modify the existing easements as necessary to meet the above requirements for widths in relation to pipe location and size, including increasing the size of the easement if proposed fill will cause the depth of bury to exceed ten feet.

E. Easements of a lesser width will be considered when adjacent to another easement or under other special circumstances.

1.10 LOCATION OF WATER LINES

A. Water lines shall be placed on public streets either in the right of way or in an easement adjacent to the street right of way except that lines can go between lots when there is no other reasonable way to access a line or provide for future service. In no case shall lines intended for individual services be placed in the rear of lots or along back property lines.

B. When not adjacent to right of way or other easements, waterlines shall be centered in the easement.

C. Water lines shall be located a minimum of 36-inches from any other parallel utilities or structures.

D. Trees shall not be planted within 5-feet of any waterline, water service line, meter, valve, hydrant or water system appurtenance. Larger waterlines may require further separation.

E. Water lines shall be offset 10-feet from any buildings, structures, overhangs, balconies, etc. If an easement of more than 20-feet is warranted due to depth or diameter, the building offset shall increase accordingly, to half the easement width.

1.11 LOCATION OF WATER METERS

A. Water meters shall be located in non-paved areas and readily accessible to the Meter Department without going through fences or gates.

B. Water meters shall be free of obstructions for a minimum of a 3-foot radius from the center of the water meter box.

C. Water meters shall typically be located on the Owner’s side of the property line (edge of

easement or right-of-way). If a water meter cannot feasibly be located 1-foot behind sidewalk as per standard details, meter location must be approved in advance of construction. Otherwise, the meter must be relocated at the developers' expense to the proper location. Consideration for meters between curb and sidewalk (in greenspace) will be made on a case-by-case basis at the discretion of the City.

D. Double meter sets shall be located on the common property line between the two properties being served.

E. Where multiple meters serve units of a common building, the meters must be set to read left-to-right in ascending unit numbers, with irrigation meters placed at the end, in a single yoke.

1.12 VALVE MARKERS

A. In all rural settings and where requested by the City, except those in cleaned yards, when valve boxes, bends, air release valves, blow-offs, meter boxes and other similar hardware are installed in an easement location, water system marker signs shall be installed so that the items may be more easily found.

1.13 WATER LINE DEPTH

A. Minimum depth to the top of pipe for all water main lines less than 12- inches diameter shall be 3.0 feet.

B. Minimum depth to the top of pipe for water lines 12 - inch diameter and greater shall be 4.0 feet.

C Maximum water line cover shall be 5.0 feet under normal conditions. Cover greater than 5.0 feet shall be allowed for short distances where required by field conditions and approved by the City.

D. Minimum depth of all water service lines from the main to the water meter shall be 30-inches.

1.14 WATER PRESSURE

A. The water distribution system shall be designed to maintain a minimum working water pressure of 45 psi at the water meter.

B. Design of new construction that results in less than 45 psi working pressure at the water meter shall be approved by the Utilities Director on a case by case basis.

C. Under no circumstances shall the working pressure of the water distribution system be below 20 psi.

D. When new development extends public mains in excess of 150-psi static pressure, the City reserves the right to require additional valving and easements to accommodate pressure reduction vaults and appurtenances in the future. On dead-end extensions, pressure reducing

mainline valves may be required, properly constructed in a vault, to be reviewed on a case-by-case basis.

1.15 VELOCITIES

A. Velocities in the water distribution system shall be designed such that velocities will be no greater than five (5) feet per second during normal operation conditions.

B. Velocities in the water distribution system during fire flow conditions shall be designed not to exceed ten (10) feet per second.

1.16 VALVES

A. Valves for 4-inch through 8-inch water distribution shall be resilient seat gate valves. Ten (10) inch diameter pipe is not permitted for water mains.

B. Valves 12-inch and larger shall be butterfly valves.

C. Valve spacing in the water distribution system shall not exceed 500 feet in commercial districts and not more than one block or 800 feet intervals in other districts.

D. Valves at "tees" shall be provided to isolate water mains for maintenance or repairs and to limit outages. Valves may be required on multiple legs of tees as designed by the Engineer of Record and approved by the designated City engineer.

E. Valves shall also be located on each side of stream crossing as determined by the designated City engineer.

1.17 90 DEGREE BENDS

A. Ninety degree (90°) bends shall only be used on a by-exception basis, and must each be specifically approved by the City. Forty-five degree (45°) bends separated by a twenty-four (24) inch swivel adapter shall be used in locations where 90° bends would otherwise be considered.

1.18 FIRE FLOW DESIGN

A. Fire flow design for single family dwellings and duplexes shall be 1,500 gpm for a duration of two (2) hours or as determined and documented by the City's Fire Chief.

B. Fire flow design for apartment complexes, commercial structures, and industrial structures shall be as required by the International Fire Code latest edition, or as determined and documented by the City's Fire Chief.

1.19 FIRE HYDRANT SPACING AND PLACEMENT

A. Fire hydrants for single family dwellings and duplexes shall be installed so that (1) the distance

between two consecutive fire hydrants does not exceed 500 feet, and (2) no lot is more than 250 feet from a fire hydrant. The Fire Chief shall have the authority to require additional fire hydrants upon a determination that such additional fire hydrants are necessary to provide adequate fire protection as outlined in the International Fire Code, latest edition.

B. Fire hydrants in areas for apartment complexes, commercial structures, and industrial structures shall be installed so that the distance between two consecutive fire hydrants does not exceed 400 feet. The Fire Chief shall have the authority to require additional fire hydrants upon a determination that such additional fire hydrants are necessary to provide adequate fire protection as outlined in the International Fire Code, latest edition.

C. Fire hydrants shall be free of obstructions for a minimum of a 3-foot radius from the center of the fire hydrant. Fire hydrants shall be placed outside of any fence.

1.20 FIRE LINES

A. Fire lines, backflow prevention, and FDC shall be installed and inspected the same as water lines.

B. Fire lines shall be constructed of ductile iron pipe or C900 PVC .

C. All valves on fire lines shall have the word "FIRE" on the valve box lid, this includes the valve on the water main.

D. Post Indicator Valves, or underground valves in a roadway box, as determined by the Fire Chief or the City Engineer in compliance with NFPA 24 and City ordinances, shall be installed on all fire lines to demarcate ownership. Post indicator valves shall match the valve manufacturer.

1.21 AIR RELEASE VALVES

A. Air release valves shall be required on uphill, dead-end lines or on other specific applications to protect the water distribution system at the discretion of the City.

1.22 STEEL ENCASEMENTS

A. Water lines under culverts, creeks, concrete channels, retaining walls, or other difficult and/or dangerous to maintain areas shall be encased in a smooth steel encasement pipe. The steel encasement shall extend 5 feet either side of the area.

B. Water lines through steel encasement shall be installed with three spacers per joint such that the spacers are equally spaced along the length of the pipe.

C. Bell restraints shall be used for all joints inside the encasement pipe and for the first joint in each direction outside the encasement pipe.

D. End Seals shall be used on all encasement pipes.

E. Restrained and blocked ductile iron water pipe or restrained and blocked C900 PVC will be used in situations where fittings are required on either side of the steel encasement to change direction or overcome varying field conditions. Additional joint restraints and the use of anchor collars shall be designed by the Engineer of Record and submitted to the City for review.

1.23 PLANNED WATER OUTAGES

A. Under no circumstances shall water be shut off to any active service in the course of new construction without written permission from the City of Fayetteville Water & Sewer Department. If water pressure needs to be reduced to facilitate construction, a preconstruction meeting shall be held. The work shall be performed as described in Section 4200 – Water Line Pressure Reduction Procedures.

1.24 PROTECTION OF WATER SUPPLIES

A. Only authorized personnel from the City of Fayetteville Water & Sewer Department are permitted to operate valves on the existing water system.

B. There shall be no physical connections between a public or private water supply system and a sanitary sewer or appurtenances thereto which would permit the passage of any polluted water into the potable supply. Sanitary sewers shall be laid at least ten (10) feet horizontally from any existing or proposed water line. The distance shall be measured edge to edge of pipes and where applicable to the outside of any appurtenances such as fire hydrants or sewer manholes. In cases where it is not practical to maintain a ten (10) foot separation, the appropriate reviewing agency may allow an exception on a case-by-case basis if supported by data from the design engineer. Such exception may allow installation of the sewer closer to a water main provided that the design and construction meets the more stringent requirements of the ADH Rules Pertaining to Public Water Systems, Ten States Standards and City of Fayetteville requirements which may include full encasement of the water main, and special trench, fill and drainage requirements.

C. Sewer lines installed under a water line must have a clear distance between pipes of at least eighteen (18) inches.

D. The sewer line shall be installed such that a joint of pipe is centered along the water line and the joints are as far as possible from the water line.

E. If 18-inches of clearance cannot be provided or when the water main must pass under the sewer main, either the sanitary sewer main or the water main shall be encased in twenty (20) feet of watertight encasement pipe, centered over the point of crossing. Crossings that are not perpendicular will require more than twenty (20) feet of encasement. The encasement shall extend a minimum of ten (10) feet perpendicular from the outside edges of the line that is not being encased. The ends of the encasement pipe shall be sealed watertight. If the water main passes under the sewer main, 18-inches of clearance is still required between pipes. Refer to Section 3400 – Steel Encasement Pipe.

END OF SECTION 2001

SECTION 2002 DESIGN STANDARDS – SEWER

1.01 REQUIREMENTS TO EXTEND SEWER SERVICE

A. Unless approved otherwise by City Council, new developments and/or sewer extensions to serve existing lots, are required to extend sewer services to that development at the owner's expense in accordance with City Ordinance Chapter 51: Water and Sewers.

Sewer lines shall be extended to each property to be served by City of Fayetteville sewer. Sewer service lines shall extend perpendicular to the sewer main and extended to the property being served. Sewer service lines will not cross property lines.

City Council approved cost share projects, including defined infill projects, and/or oversizing of mains, may be further considered in accordance with City Council guidance or policy and similar to Section 1100 paragraph 1.05 in accordance with City Ordinance Chapter 51: Water and Sewers, or as requested by the City Council.

Construction of off-site extensions will be at the expense of the developer, subject to "rough proportionality" as further noted in Chapter 155 of the City of Fayetteville Unified Development Code.

B. Connection to a public sewer system shall be as required, or permitted, by City of Fayetteville Ordinances and ADH Rules Pertaining to Public Water Systems.

1.02 DESIGN CRITERIA

A. GENERAL

All sanitary sewers shall be designed to carry the estimated flow from the area ultimately contributing to the respective reach of the sanitary sewer. The required capacity shall either be established by the City or at the City's option by means of a basin study developed by the Owner or his authorized engineer/designer. In no instance shall a gravity sewer, other than a building sewer, be less than eight (8) inches in diameter.

The following design standards for gravity sewers within or contributing to the City of Fayetteville Sanitary Sewer System have been established:

1. Population Density

Population density shall be in accordance with the Comprehensive Plan for Fayetteville projected by the Division of Planning for the City of Fayetteville or actual count or character of proposed development, whichever is greatest.

2. Average Family

For the purposes of design the average family unit is considered to be 3.0 persons per single family home.

3. Design Flow

The design of all sanitary sewer facilities shall be based on future area population growth and land development characteristics and figures provided by the Department of Planning including the servicing of existing contiguous developed areas not currently served by sanitary sewers. The values of Average and Peak Flow and Design Population hereby shall be the values which include the future flows and population. The City reserves the right to review and determine the appropriateness and/or applicability of the estimated flow volumes provided.

The following shall be used as a guide:

a. Average Design Flows:

1) Single Family Residential: The average design flow for single family dwellings shall be one hundred (100) gallons per person per day.

2) Multifamily/Commercial/Industrial/Institutional: Based upon Table 1 Section 2002-1.10 within these specifications unless modified by technical information either submitted by the Owner and approved by the City, or developed by the City. These flow volume guidelines may be modified at the City's discretion as project location specific.

b. Peak Design Flow

1) Single Family and Multifamily Residential: The peak design flow for a single family development shall be calculated as follows:

$$PeakFlow = (Avg.Flow)\left[\frac{18+\sqrt{P}}{4+\sqrt{P}}\right]$$

Where P is equal to the total Design Population in thousands.

2) Commercial/Industrial/Institutional: The peak design flow from commercial, industrial or institutional developments shall be the average daily flow determined multiplied by 2.5. The peak design flow shall not be less than 90% of the peak water demand or exceed the flow limits of the water meter supplying the facility.

c. Inflow and Infiltration

1) When requested by the City, the design engineer will also utilize current City Masterplan(s) and/or SSES Studies.

4. Design Capacities: Collector and trunk sewers shall be designed on the following basis:

a. Collector Sewers Twelve (12) Inches and Smaller

Peak design flow capacities shall be based on sewers flowing two-thirds (2/3) full based on depth.

b. Trunk Sewers Fifteen (15) Inches and Larger

Peak design flow capacities for trunk or interceptor sewers shall be based on sewers flowing 90% full based on depth, without head, using the design population density and appropriate land use determined by the Division of Planning; and shall include an allowance for infiltration which will be reviewed on a case-by-case basis and is subject to the approval of the City.

B. SEWER COMPREHENSIVE STUDY REQUIREMENTS

A study/engineering report of the applicable sewerage drainage basin(s) is required. This study may include in addition to the proposed project or development, the upstream and downstream basins and existing or proposed lift/pump stations. The size and location of the project will determine the information required in the study/engineering report for the proposed project.

If requested by the designated City Engineer, the Engineer of Record (EOR) shall provide a detailed analysis and PE sealed report including:

The proposed design

The effects of the proposed project, and coordination with any required improvements, to existing sewer facilities including pipe lines and existing or proposed lift/pump stations.

The designated City engineer shall coordinate between the EOR and the City's waste water operations contractor.

Other as determined by the designated City engineer.

C. USE OF CITY SEWER MODEL

In lieu of the aforementioned calculations, the developer or engineer may consult directly with the City's contract engineer to analyze the development and downstream capacities/impacts using the hydraulic model of the City's sewerage system. A stamped technical memo from the City's contract engineer shall be provided to the City for review and acceptance. The City reserves the right to require either methodology and is not bound by the findings or recommendations of this sewer modelling exercise. Furthermore, the City may require that the hydraulic model be utilized due to the complexities of a particular sewer basin in question.

1.03 MINIMUM PIPE SIZES AND STANDARDS

A. PIPE DIAMETER

1. The required diameter of gravity sewers shall be determined by Manning's formula using a roughness coefficient, "n" of 0.013 or the pipe manufacturer's recommendation, whichever is greater. The minimum pipe diameter for gravity sewers lines shall be eight (8) inches.

B. MINIMUM SLOPES AND VELOCITIES

1. All sanitary collector and trunk sewers shall be designed and constructed to provide a minimum velocity when flowing full of two (2) feet per second. The slope of the sewer pipe shall be such that these minimum velocity requirements are attained. The minimum acceptable slopes for the design and construction of sanitary sewers are as follows:

2. THESE ARE MINIMUM SLOPES REQUIRED OF THE DESIGN. AS CONSTRUCTED SANITARY SEWERS FOUND TO HAVE LESS THAN THIS MINIMUM SLOPE SHALL NOT BE ACCEPTED.

Pipe Size* (inches)	Minimum Slope** (Feet per 100 Feet, %)
8	0.40
10	0.28
12	0.22
15	0.15
18	0.12

*4" and 6" lines are allowed for building sewers only (services).
** Minimum pipe slopes for diameters 8 inch through 18 inch are based upon the

Ten States Standards 2014 Edition of the Recommended Standards for Wastewater Facilities.

** Slopes for pipe diameters greater than 18 inch require specific City approvals.

C. MINIMUM DEPTH

1. For the protection of the sanitary sewer lines from damage caused by utilities installed after the sanitary sewer has been constructed, the minimum depth to crown of all gravity sanitary sewers shall be 3.0 feet, and the minimum depth to crown of all force main sanitary sewers shall be 3.0 feet.

D. BUILDING SEWERS

1. Building sewers shall conform to the latest edition of the Uniform Plumbing Code, the requirements of the City's Building Safety Division and to these Standards.

2. The building sewer shall connect to the public sewer at a mainline fitting. Sewer service connections shall be made on 12-inch and smaller sewer lines. Connections to manholes shall only be allowed at upstream terminating manholes or by approval of the City. Inside drop connections to manholes are not allowed.

3. Building sewers requiring a 6-inch or larger sewer connection shall be connected at a manhole. If an existing manhole is not available, a new manhole must be constructed.

4. Homes or buildings where the lowest elevation to have gravity sewer service is less than 1 foot above the cover of either the first upstream or downstream manhole on the sewer main shall have a cleanout with a pop-up type, non-locking cover at an elevation no less than 6-inches below the lowest sanitary facility in the structure.

5. Homes or buildings with a slope from the lowest sanitary facility to the public sewer main less than 1 percent shall be served with a pump system. The system shall be purchased, installed, and maintained by the owner.

6. Building sewers within the right-of-way or easement shall be a minimum of four (4) inches in diameter. Building sewers shall have a wye cleanout located within three (3) feet of the building's exterior wall and extended to 3-inches above grade and shall have a watertight, removable cap.

7. Cleanouts installed under concrete or asphalt paving shall be made accessible by a short bodied cast iron valve box.

8. If cleanouts are determined during city review or construction to pose a risk of damage due to location or grade, the city may require on a case-by-case basis the use of a protective shroud cone housing and post indicator. Product shall be Utility Defender or approved equal.

9. Building sewers installed for future connections shall be terminated at the right-of-way or easement and plugged to ensure 100 percent water tightness. Mark wyes for future connections using marking tape, tracer wire, yellow nylon rope, and 1/2" x 4' rebar or fence tee-post.

1.04 SEWER LINE MATERIALS

A. Materials for sewer line mains shall be PVC unless approved otherwise by the City of Fayetteville or otherwise indicated in these specifications.

1.05 LOCATION OF SEWER LINES

A. Sewer lines shall be placed on public streets either in the right of way or in an easement adjacent to the street right of way except that lines can go between lots when there is no other reasonable way to access a line or provide for future service. Sewer lines located in easements behind houses without a dedicated, paved alley shall have the manholes located adjacent to the nearest street right-of-way.

B. When not adjacent to right of way or other easements, sewer lines shall be centered in the easement.

C. Sewer lines shall be located a minimum of 36-inches from any other parallel utilities or structures.

D. Trees shall not be planted within 5-feet of any sewer line, sewer service line, or sewer system appurtenance. Larger sewerlines may require further separation.

E. Sewer lines shall be offset 10-feet from any buildings, structures, overhangs, balconies, etc. If an easement of more than 20-feet is warranted due to depth or diameter, the building offset shall increase accordingly, to half the easement width.

F. Easements for 12-inch and smaller lines may be exclusive or general utility. Any line above 12-inches in diameter must be an exclusive water/sewer easement unless approved otherwise by the Utilities Division.

1.06 SEWER STRUCTURES

A. <u>MANHOLES</u>

1. General

a. Manholes shall be installed at the end of each line; at all changes in grade, size, materials or alignment; at all sewer intersections and at the following intervals:

Pipe Diameter (inches)	Maximum Interval Between Manholes (feet)
8 to 18	400

b. Manholes shall be located such that they are readily accessible to sewer cleaning equipment. Access drives will be provided as required by the City of Fayetteville. Access drives will be a minimum 10' wide all weather drive surface designed for maintenance truck traffic. 10' wide double gates shall be provided for all fences where manhole access is required. Sewer mains located in easements behind houses without a dedicated, paved alley shall have the manholes located adjacent to the nearest street right-of-way.

c. The minimum inside diameter of manholes shall be as stated in Section 3300-Manholes.

d. Flow channels shall be shaped and formed in each manhole to provide a smooth transition of flow from all inlets to the outlet. The bench wall shall be formed from the center of the manhole to the outlet pipe in the shape of a "U" as shown in the City Engineer's Standard Details.

e. At changes in sewer alignment and/or sizes, the energy gradient elevation shall not increase. This shall be accomplished by keeping the crown elevation continuous where possible for changes in sewer sizes.

f. Connections to manholes on trunk sewer lines shall be installed at such elevations that will not cause a backup in the collector sewer. Trunk sewers are designed to flow completely full during peak operation. Therefore, connections should not be made below the crown of the trunk sewer line pipe.

g. Minimum drop across the manhole from inlet invert to outlet invert for size on size pipes shall be 0.10' for 0 up to 45 degree change in direction, and 0.20' for 45 to 90 degree change in direction.

h. Manholes proposed to be installed in unpaved areas shall be designed and constructed such that the top of the casting is a minimum of three (3) inches and a maximum of five (5) inches above the finished grade to prevent ponding of water over the casting. Positive drainage away from the manhole shall be provided.

i. Manholes constructed within a 100-yr floodplain shall be constructed such that the rim elevation is a minimum of 2-feet above the flood elevation or be constructed with hinged and gasketed covers. Manholes that are within the 100-yr floodplain and also within the ROW shall have hinged and gasketed covers.

j. Manholes located on 15-inch and larger sewer lines or manholes on sewer lines

within 100 feet of a 15-inch and larger sewer line shall be epoxy coated on the interior. Capital Improvement Projects shall be a separate pay item for epoxy coating or lining as further defined in the subsequent measurement and payment specifications prepared by the Engineer of Record.

k. If requested by the City, manholes shall be provided with composite (non-metallic) ring and lid to avoid corrosion. Exact product must be reviewed and approved prior to installation, on a case-by-case basis. Lid must be capable of locking shut and have metal tracing element.

2. Outside Drop Connections

a. Outside drop pipe connections shall be provided for all sanitary sewers entering a manhole at an elevation greater than twenty-four (24) inches above the invert of the manhole.

b. In areas where future residential, commercial, and/or industrial growth can occur, all new manholes 15 feet deep or deeper shall be equipped with up to two (2) outside drop connections of a size and at an elevation to be determined by the City at the time of design to allow for future connections at these points. The drops shall extend from the base to within 10 feet of the final graded surface elevation.

NOTE: THIS SHOULD NOT IMPLY THAT EVERY MANHOLE <u>SHALL</u> BE PROVIDED WITH 2 OUTSIDE DROP CONNECTIONS.

B. <u>SEWER PUMP STATIONS</u>

1. A construction permit shall not be issued for a sanitary sewer pump station until an economic analysis proves to the satisfaction of the City that the pump station exhibits a lower 20-year life cycle cost than extending a gravity sewer to the development.

2. The analysis shall be per latest standard practice for least cost (life cycle) as developed by ASTM C1131 and evaluate labor costs, maintenance costs (including parts replacements), operation costs and rehabilitation costs. The analysis shall take into consideration both interest and inflation rates.

3. The following minimum assumptions shall be made when calculating life cycle costs.

a. Pump Station Construction Costs = Actual cost
b. SCADA System = $7,500 in 2017 and is subject to annual revision by the Utilities Director
c. Pump Station Routine O&M labor = 50 hrs/year @ $40/hr
d. Effective Energy Costs = $0.25/kW·hr
e. Interest Rate = 5%
f. Inflation Rate = 3%

g. Replace pumps in year 11

4. In the event that a pump station is more cost effective than gravity sewer, the operation and maintenance expenses for the pump station must be paid in addition to the monthly sewer service charges paid by the benefiting customers. The estimated service life shall be 20 years.

5. If a pump station is more cost effective, the City of Fayetteville reserves the right to cost share with the developer to pay for a gravity sewer extension in lieu of a pump station.

1.07 EASEMENTS

A. GENERAL

1. Whenever possible, sanitary sewers shall be constructed within the public right-of-way. Should the construction be outside the limits of the public right-of-way, recorded sewer easements shall be acquired, dedicated and recorded solely for the benefit of the City. Easement boundaries shall be so shown on the plans and specifications as "Water and Sewer Easement" in lieu of "Utility Easement". Sanitary sewers may be constructed within "platted" utility easements if the work is performed in conjunction with a development approved by the City.

2. The minimum permanent easement widths to be dedicated to the City are as follows:

Depth of Sewer from Finished Grade	Easement (ft)
up to 10 feet	20
> 10 feet to 20 feet	25
greater than 20 feet	30

3. All sanitary sewers shall be centered in the easement. For those sanitary sewers constructed in the public right-of-way, the easement shall extend the distance outside the right-of-way necessary to provide the required easement width. Sewers not centered in the easements shall have an easement width equal to 1/2 that designated above on each side of the easement.

4. A minimum 50 foot by 50 foot deeded property shall be provided for all submersible lift stations with wet wells up to 20 feet deep. Deeds for lift stations with wet wells greater than 20 foot deep and/or wet well/dry pit lift stations shall be handled on a case by case basis.

5. The sewer easements shall be exclusively under the discretion and control of the City. Ingress and egress shall be available to the City's crews at all times. No utility companies are allowed to use the sewer easements for installation of their utility lines without the expressed written permission of the City. All plan sheets shall clearly identify the sanitary sewer easement and the location of all other proposed utilities.

The horizontal and vertical plans shall identify all utilities proposed to cross the sanitary sewer easement.

1.08 PROTECTION OF WATER SUPPLIES

A. Comply with Section 2001 1.24.

1.09 STEEL ENCASEMENTS

A. For maintenance purposes, sanitary sewers will be encased in steel encasement pipe wherever the sanitary sewer crosses significant utilities, significant drainage way(s), or other significant obstacles as determined by the design provided by the Engineer of Record or as requested by the designated City engineer.

B. Sewer lines through steel encasement shall be installed with three spacers per joint such that the spacers are equally spaced along the length of the pipe.

C. Bell restraints shall be used for all joints inside the encasement pipe and for the first joint in each direction outside the encasement pipe.

D. End Seals shall be used on all encasement pipes. Refer to Section 3400 – Steel Encasement Pipe.

E. Force mains shall also include joint restraints, blocking and the use of anchor collars as designed by the Engineer of Record and submitted to the City for review.

1.10 TABLE 1 MINIMUM DESIGN FLOWS

Multifamily/Commercial/Industrial/Institutional:

	Type of Establishment*	Gallons Per Person of Wastewater Per Day Unless Otherwise Noted
1.	Institutions other than hospitals	180 – 120
2.	Schools (without gym and showers)	15
3.	Schools (with gyms and showers)	25
4.	Organization camps only	
	a. With showers and handwashing facilities	20 +
	b. With toilets, showers and handwashing facilities	40 +
	+ Cooking or central food service included.	
5.	Campgrounds	
	a. With individual sewer connections (per site)	100
	b. With community building only (per site)	50
6.	Mobile home parks (per mobile home park space)	200
7.	Motels and hotels (per room)	100
8.	Restaurants along an interstate or major highway; 24-hour operation (per seat)	70
9.	Restaurants; 24-hour operation (per seat)	50
10.	Restaurants; less than 24-hour operation (per seat)	35
11.	Bars and cocktail lounges (per seat)	35
12.	Bowling alleys (per alley)	100
13.	Places of employment (does not include industrial waste, per employee per shift)	15-35
14.	Day workers at offices	15
15.	Picnic parks and areas	5
16.	Drive-in theaters (per ramp parking space)	7
17.	Service stations (per vehicle served)	10

	Type of Establishment*	Gallons Per Person of Wastewater Per Day Unless Otherwise Noted
18.	Swimming pool bathhouse (per person)	10
19.	Private dwelling (per dwelling)	300
20.	Apartments	
	a. One bedroom (per apartment)	200
	b. Two bedroom or more (per bedroom)	150
21.	Shopping center (where stores are not known) per square foot building area	0.45
22.	Churches	
	a. Without kitchen (per sanctuary seat)	3
	b. With kitchen (per sanctuary seat)	5
23.	Beauty salon	35
24.	Day care center	20

* The flows listed indicate a reasonable approach for the type of establishment referenced. Additional considerations, including the ADH Rules and Regulations pertaining to Onsite Wastewater Systems Appendix B or other applicable technical data will be necessary in some cases.

Source: Section 1200 of the "Standard Specifications for Design and Construction of Water Lines and Sewer Lines, 2012 Edition"

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END OF SECTION 2002

SECTION 2003 TRENCH SAFETY/PROTECTIVE SYSTEMS

PART 1 - GENERAL

1.01 WORK INCLUDED

A. Comply with OSHA (Occupational Safety and Health Administration) Standards 29 CFR 1926 Safety and Health Regulations for Construction Subpart P, Excavations, Standard 1926.650, of the Code of Federal Regulations and as follows.

B. The Contractor is responsible for ensuring that safe working conditions exist and safety procedures are being followed at the work site. The Contractor is responsible to comply with all Federal, State and City laws, rules or regulations stated or not stated within these specifications.

C. If the Contractor is working for any Arkansas public body (state agency, county, municipality, school district, or other local tax unit or improvement district), and has entered into a contact under the provisions of Arkansas Code Title 22. Public Property §§ 22-9-202-204, then the engineer and the contractor shall comply with Arkansas Code Title 22. Public Property § 22-9-212 Public improvements generally - Trench or excavation safety systems.

The requirements include, but are not necessarily not be limited to:

> 22-9-212. Public improvements generally -- Trench or excavation safety systems.
>
> (a) Whenever any agency of this state or of any county, municipality, or school district, or other local taxing unit or improvement district, enters into a contract covered by the provisions of 22-9-202 -- 22-9-204 for the making of repairs or alterations or the erection of buildings or for the making of any other improvements, or for the construction or improvement of highways, roads, streets, sidewalks, curbs, gutters, drainage or sewer projects, or for any other construction project in which the public work or public improvement construction project involves any trench or excavation which equals or exceeds five feet (5') in depth, the agency, county, municipality, school district, local taxing unit, or improvement district shall require:
>
> (1) That the current edition of Occupational Safety and Health Administration Standard for Excavation and Trenches Safety System, 29 CFR 1926, Subpart P, be specifically incorporated into the specifications for the project; and
>
> (2) That the contract bid form include a separate pay item for trench or excavation safety systems to be included in the base bid.
>
> (b) In the event a contractor fails to complete a separate pay item in accordance with the applicable provisions of subsection (a) of this section, the agency, county,

municipality, school district, local taxing unit, or improvement district shall declare that the bid fails to comply fully with the provisions of the specifications and bid documents and will be considered invalid as a nonresponsive bid. The owners of the above-stated project shall notify the Safety Division of the Department of Labor of the award of a contract covered by this section.

The engineer and the contractor are responsible for compliance with the latest version of this Code (Arkansas Code Title 22. Public Property § 22-9-212 Public improvements generally - Trench or excavation safety systems).

D. Protective Systems - The Contractor shall design or provide an engineered design, and shall install, and maintain Protective Systems in strict compliance with OSHA (Occupational Safety and Health Administration) Standards 29 CFR 1926 – Construction, of the Code of Federal Regulations and all other applicable Federal, State, and local requirements.

1.02 29 CFR 1926, SUBPART P, INCORPORATED

A. The current edition of Occupational Safety and Health Administration Standard for Excavation and Trenches Safety System, 29 CFR 1926, Subpart P, is incorporated by reference into these Standard specifications.

B. Additional information may be found at:

United states Department of Labor, Occupational Safety and Health Administration, Regulations (Standards – 29 CFR) Construction Standard Number 1926 – Safety and Health Regulations for Construction.

https://www.osha.gov/pls/oshaweb/owasrch.search_form?p_doc_type=STANDARDS&p_toc_level=1&p_keyvalue=1926

Trenching and Excavation Safety OSHA 2226-10R 2015 Booklet at:

https://www.osha.gov/Publications/osha2226.pdf

END OF SECTION 2003

SECTION 2004 CONFINED SPACES

PART 1 - GENERAL

1.01 WORK INCLUDED

A. Comply with OSHA (Occupational Safety and Health Administration) Standards 29 CFR 1910 Occupational Safety and Health Standards including Subpart J, General Environmental Controls Excavations, Standard 1910, including but not limited to 29 CFR 1910.146, Permit-required Confined Spaces of the Code of Federal Regulations and as follows.

B. The Contractor is responsible for ensuring that safe working conditions exist and safety procedures are being followed at the work site. The Contractor is responsible to comply with all Federal, State and City laws, rules or regulations stated or not stated within these specifications. The Contractor is responsible to notify OSHA of the commencement of all water or sewer construction.

C. The Contractor is responsible to notify the City Engineer or Utilities Director, and the Engineer, when personnel are to work in, or near, a Permit-Required Confined Space and contractor shall coordinate such work with the City Engineer or Utilities Director, and the Engineer.

D. Contractor shall inform the City Engineer or Utilities Director, and the Engineer, of type of Permit-Required Confined Space documentation, permit and program used by the contractor.

E. Contractor shall inform the City Engineer or Utilities Director, and the Engineer, of any hazards confronted or created in a Permit-Required Confined Space.

F. The Contractor is responsible to notify the City Engineer or Utilities Director, and the Engineer, when personnel are to work in, or near, a Non-Permit-Required Confined Space and contractor shall coordinate such work with the City Engineer or Utilities Director, and the Engineer.

G. Contractor shall inform the City Engineer or Utilities Director, and the Engineer, of type of Non-Permit-Required Confined Space documentation and program used by the contractor.

H. Contractor shall inform the City Engineer or Utilities Director, and the Engineer, of any hazards confronted or created in a Non-Permit-Required Confined Space.

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END OF SECTION 2004

SECTION 2005 PUBLIC EMPLOYEES RIGHT TO KNOW ACT

PART 1 - GENERAL

1.01 WORK INCLUDED

A. Comply with OSHA (Occupational Safety and Health Administration) Standards 29 CFR 1910 Occupational Safety and Health Standards including Subpart H, Hazardous Materials, Standard 1910.120, of the Code of Federal Regulations and as follows.

B. Comply with State of Arkansas Act 556 of 1991, Arkansas Code Ann. Sec 8-7-1101 et. Seq.: Public Employees Chemical Right to Know Act, and as follows.

C. The Contractor is responsible for ensuring that safe working conditions exist and safety procedures are being followed at the work site. The Contractor is responsible to comply with all Federal, State and City laws, rules or regulations stated or not stated within these specifications.

D. The Contractor shall provide to the City Engineer or Utilities Director, and the Engineer, a list of all hazardous chemicals and a copy of the appropriate Safety Date Sheets (SDS) (previously aka Material Safety Data Sheets) brought onto the property. This information is required prior to any work being started.

E. The City will provide to the contractor a list of hazardous chemicals at any City facility where work is being performed. The locations and SDS information will be provided prior to any work starting. The contractor is responsible for disseminating this information to its employees.

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END OF SECTION 2005

SECTION 2006 ASBESTOS PIPE

PART 1 - GENERAL

1.01 WORK INCLUDED

A. If asbestos pipe is indicated on the plans for removal, tapping, connection to or other work, or if asbestos pipe is discovered on the project site, then the Owner shall have prepared an asbestos pipe work plan or an asbestos pipe mediation plan. The Owner will submit the asbestos pipe work plan or an asbestos pipe mediation plan to the City for review and approval prior to work beginning that includes asbestos pipe.

B. Comply with U.S. Environmental Protection Agency (EPA) 40 Code of Federal Regulations (CFR) Part 61, Subpart M, National Emission Standards for Asbestos.

C. Comply with OSHA (Occupational Safety and Health Administration) Standards 29 CFR 1926 Safety and Health Regulations for Construction Subpart Z, Toxic and Hazardous Substances, Standard 1926.1101-Asbestos, of the Code of Federal Regulations and as follows.

D. Comply with Arkansas Department of Environmental Quality (ADEQ) regulations including Regulation 21, The Arkansas Asbestos Abatement Regulation.

When required by ADEQ Regulations, provide the Notice of Intent to remove asbestos to ADEQ and copy to the City, Owner and Contractor or Engineer of Record.

E. The Contractor is responsible for ensuring that safe working conditions exist and safety procedures are being followed at the work site. The Contractor is responsible to comply with all Federal, State and City laws, rules or regulations stated or not stated within these specifications.

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END OF SECTION 2006

SECTION 2100 EROSION AND SEDIMENT CONTROL

PART 1 – GENERAL

A. All projects shall include erosion and sediment control features.

B. Comply with the published City Engineering regulations and standards and as follows.

1.01 WORK INCLUDED

A. For Capital Improvement Projects, and other projects where required by Ordinance or standards, the Engineer shall submit an erosion control plan for the Work to the City for review and approval.

The Contractor shall accomplish temporary and permanent erosion protection in accordance with approved plans and project specific specifications, City Ordinances, manuals and standards, and State and Federal regulations.

City requirements include, but are not limited to:

ITILE XV Unified Development Code (UDC)
Chapter 167: Tree Preservation and Protection
Chapter 169: Physical Alteration of Land
Chapter 170: Stormwater management, drainage and erosion Control,
Chapter 168: Flood Damage Prevention- section 168.12 Streamside Protection Code

Streamside Protection Best Management Practices (BMP) Manual

Drainage Criteria Manual dated July 1, 2014

City of Fayetteville City Engineer's office Standard Specifications, Manuals and Standard Details, City of Fayetteville, are found at:

http://www.fayetteville-ar.gov/445/Engineering-Specs-Details

B. The Contractor is responsible for implementing and maintaining Best Management Practices (BMPs) during construction activities, including, but not limited to, sediment and erosion control structures and achievement of final stabilization upon completion of construction activities.

C. The Contractor shall be responsible for implementing all applicable requirements of the ADEQ General Stormwater Permit for Construction Activity, the Spill Prevention Control and Countermeasures Plan (SPCCP), as required by USEPA, local Municipal Separate

Storm Sewer requirements, and all other environmental regulatory requirements that are associated with the construction activities that they are contracted to perform. The Contractor is responsible for managing all materials, equipment, and activities at the work site in a manner that is in compliance with local, State, and Federal environmental regulations.

PART 2 – PRODUCTS

2.01 PRODUCTS/MATERIALS

A. Refer to City of Fayetteville City Engineer's office Standard Specifications, Manuals and Standard Details, City of Fayetteville.

PART 3 – EXECUTION

3.01 TEMPORARY EROSION CONTROL

A. Comply with Section 8.2 Erosion, Runoff and Sediment Controls for Construction Sites, of the City of Fayetteville Drainage Criteria Manual (2014 edition), the City Engineer's office Standard Erosion Control Details and as follows:

B. Water removed from open pits and/or trenches shall have silt removed prior to leaving the immediate site of construction. Silt shall be removed by natural vegetation, a straw bale trench dewatering inlet device, settling pond, filter bag, a rock/geotextile fabric sediment trap/basin, or other appropriate sediment control measure. Water filtered through a basin shall not violate any water quality standard and shall have efficient sediment/silt removal prior to discharging to a waterbody.

C. Contractor shall be responsible for providing adequate number of pumps for prompt and efficient dewatering. Ends of discharge hoses shall be provided with flow dispersion and filtration devices to prevent scouring of surface soils, discharge of turbid water, and/or washout of stream banks. Discharges from dewatering activities shall not be conveyed into or upon any roadside ditch, curb and gutter, street or publicly used thoroughfare.

D. The direct discharge of silty/muddy water to a stream, offsite, or across areas of equipment access points and/or construction haul roads is strictly prohibited.

3.02 OTHER CONTROLS

A. A dedicated concrete truck wash out area shall be maintained to include adequate containment to prevent runoff of concrete truck wash water. Concrete truck drivers shall be notified to use wash out area.

B. Contractor shall follow the appropriate waste storage and disposal practices, as per applicable environmental regulatory requirements. Solid waste dumpsters/roll-offs, or

other appropriate waste receptacles will be maintained and used at the site. Good housekeeping practices will preclude trash, construction wastes, and debris to be dumped or scattered on the construction site. There shall be no open burning of any waste material. No solid materials, including building materials, shall be discharged to waters of the State.

C. No liquid waste chemicals, fuels, and/or oils are to be leaked or spilled on ground surfaces. Bulk storage of liquid chemical wastes will be provided with secondary containment with a capacity sufficient to contain the volume of the largest container within the secondary containment. All waste materials shall be stored in a manner to prevent releases and should be disposed of by a qualified waste disposal firm at an acceptable waste disposal facility. Records of the disposal of all solid, hazardous, non-hazardous, and liquid wastes are to be maintained by the Contractor. Contractor shall notify the Engineer of any spills or leaks that occur in spite of the preventive measures taken. Contractor will prepare a report of any spills or leaks in accordance with the reporting and recordkeeping measures described in the BMPs. No contaminants from fuel storage areas, hazardous waste storage and truck wash areas shall be discharged to waters of the State. These areas should not be located near a water body.

D. Contractor shall maintain compliance with applicable State and/or local sanitary sewer, septic system, and waste disposal regulations.

E. Off-site vehicle tracking of sediments and the generation of dust must be minimized. Measures such as stone at construction access points, parking areas, and unpaved roads, providing entrance wash racks or stations for trucks, and/or street sweeping shall be implemented where appropriate. Application of water to construction haul roads should be done, as appropriate, to control dust generation. Application of excessive levels of water that create mud should be avoided.

F. The Contractor shall be responsible for maintaining the site and adjoining paved surfaces in a dust free condition. Fugitive dust control is the sole responsibility of the Contractor.

3.03 PERMANENT EROSION CONTROL

A. The Contractor shall incorporate permanent erosion control features into the project at the earliest practicable time as the construction progresses all in accordance with the approved plans and project specifications, City Ordinances, City manuals and standards.

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END OF SECTION 2100

SECTION 2200 SITE PREPARATION

PART 1 - GENERAL

1.01 WORK INCLUDED

A. Excavation, grading, cutting and removal of trees, shrubs and underbrush, and the removal of any debris existing above natural ground surface and within the cleared area necessary for the construction of the improvements.

PART 2 - PRODUCTS

A. Not used

PART 3 - EXECUTION

3.01 GENERAL

A. For Development Projects, the Owner and his contractor are responsible for all costs incurred by reason of the requirements of this section. For Capital Improvement Projects, it shall be the responsibility of each bidder to examine the site carefully and make his own calculations as to costs to be incurred by reason of the requirements of this section.

B. The Contractor shall not remove or disturb any vegetation except that required for the execution of the work.

C. Trees, shrubs, underbrush and debris removed will be disposed of by the Contractor in a manner approved by the City.

D. If access roads are required and not indicated on the plans, then the Contractor will be required to submit a plan for construction of access roads for review and approval by the Engineer.

3.02 SITE PREPARATION

A. Clear areas as indicated or only as necessary for performance of the work. Confine operations to that area provided through easements, documented agreements and rights-of-way.

For Capital Improvement Projects, entrance upon any lands outside of that area provided by easements or public rights-of-way, shall require documented written approvals with copies provided by the Contractor to the City.

B. For Capital Improvement Projects, do not occupy any portion of the project site prior to the date established in the Notice to Proceed without prior approval of the Owner.

C. The engineer will notify the contractor of requirements by individual property owners as stipulated in easement documents pertaining to the project.

D. Remove, relocate, reconstruct or work around natural obstructions, existing facilities and improvements encountered during site preparation as herein specified. Take care while performing site preparation work adjacent to facilities intended to remain in place. Promptly repair damage to existing facilities. Dispose of waste materials in a satisfactory manner off the work site.

E. Protect, move, or brace public and private utilities as required by the affected utility.

F. Maintain mailboxes in the manner that the Postal Service requires to prevent interruption of mail delivery.

G. Site preparation includes the removal of trees, shrubs, brush, crops, and other vegetation within the limits of the easements (right-of-way), or as may be provided for in licenses, permits and agreements. For Capital Improvement Projects, all efforts shall be made to retain existing landscaping. For development projects these requirements will follow the Owner's agreements and City Ordinances and City regulations. In the event that trees, shrubbery, and hedges cannot be saved, then prior approval of the property owner and the City's Representative must be obtained before the existing landscaping is removed.

1. Trees
    a. Comply with Chapter 167: Tree Preservation and Protection of the City's UDC. All trees shall be saved unless removal is approved by the Engineer and the City. Trim trees in accordance with the City's regulations including the City of Fayetteville Tree Preservation, Protection, and Landscape Manual.

2. Shrubbery
    a. Shrubbery shall be saved unless removal is approved by the Engineer and the City. Make reasonable efforts to save all shrubbery by trimming, in accordance with acceptable pruning practices, and treating wound surfaces with a commercial pruning compound.

3. Small Plants and Flowers
    a. At least two weeks prior to the start of construction, notify property owners of the proposed starting date so that the property owners can remove any small plants or flowers.

4. Protection of Existing Facilities

    a. The Contractor shall notify all property owners in the immediate vicinity of the construction area that may be affected by the construction activities a minimum of 24-hours before starting work in that area. The notification

shall include a description of the work, work hours, and a 24-hour contact name and number for the contractor.

b. Fences interfering with construction, and located within public rights-of-way or as may be allowed for in permits or agreements, may be removed only if the opening is provided with a temporary gate which will be maintained in a closed position except to permit passage of equipment and vehicles, unless otherwise herein specified. Fences within temporary construction easements may be removed provided that temporary fencing is installed in such a manner as to serve the purpose of the fencing removed.

c. Fencing removed shall be restored or replaced to the condition existing prior to construction unless otherwise specified. Temporary fencing meeting the requirements of the land owner will be provided when requested by the land owner, Engineer or Owner. The Contractor is solely liable for the straying of any animals protected or corralled, or other damage caused by any fence so removed.

d. Driveways and driveway approaches removed or damaged during construction shall be restored to the original or better condition.

e. Make every reasonable effort to protect private sewer facilities. Private sewer facilities may not be shown on the Plans.

f. Preserve property corners, pins and markers. In the event any property corners, pins, or markers are removed by the Contractor, such property points shall be replaced at the Contractor's expense and shall be re-set by competent surveyors properly licensed to do such work. In the event such points are section corners or Federal land corners, they shall be referenced and filed with the appropriate authority.

g. Where existing utilities and service lines are encountered, notify the owner thereof at least 48 hours (not including weekends and/or holidays) in advance of performing any work in the vicinity.

h. Excavate, install pipeline and backfill in the vicinity of such utilities in the manner required by the respective owner and, if requested, under his direct supervision. The Contractor shall be responsible for damages to a public or private utility that may occur as the result of the construction.

i. Protect, move, or brace public and private utilities as required by the affected utility.

j. Make a reasonable effort to ascertain the existence of obstructions and locate obstructions by digging in advance of machine excavation where definite information is not available as to their exact location. Where such

facilities are unexpectedly encountered and damaged, notify responsible officials and other affected parties and arrange for the prompt repair and restoration of service.

END OF SECTION 2200

SECTION 2300 EXCAVATION, BACKFILLING AND COMPACTION

PART 1 - GENERAL

1.01 WORK INCLUDED

A. Excavation, backfilling, and compaction for water lines, sewer lines, appurtenances, and incidental construction.

1.02 GENERAL

A. Comply with the recommendations of AWWA C600 and AWWAC605 latest editions, except as modified or limited within these specifications.

1.03 QUALITY ASSURANCE

A. When requested by the City's designated engineer, the Engineer of Record will provide:

1. One moisture/density relationship test (AASHTO T-99, or AASHTO T-180) taken at the beginning of the project, and one additional moisture/density relationship test taken for every 5,000 cubic yards of imported material.

2. The field density of adjacent undisturbed soil in accordance with ASTM D2922 (Standard Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods, Shallow Depth) locations as determined by the City.

3. A minimum of one density test per street crossing and/or one density test per 500 lineal feet of pipe or portion thereof when the pipe is located in the street, under pavement, under the curb and gutter, under sidewalks or trails or other locations as determined by the City.

4. Other project specific tests as required by supplemental specifications provided by the Engineer of Record.

B. Provide submittals as specified or as requested by the City's designated engineer.

1.04 UTILITIES PROTECTION

A. The Work included in this Project may require excavation and related activities in close proximity to existing buried and aerial utility lines and facilities, such as water lines, sewer lines, storm drains, natural gas lines, electrical power lines, telephone cables, and TV cables. Where their presence is known, the approximate location of such utilities is shown on the Drawings, but all such utilities and individual service lines are not shown. The Contractor shall be aware of the potential for such utility lines to conflict with intended construction efforts, and the Contractor shall use appropriate precautionary measures to locate and protect such utility lines and services so as to avoid damage and interruptions to

service.

B. The Contractor shall contact the owners of the various existing utilities lines and services as may be affected by the construction and solicit their assistance in identifying, locating, marking, and protecting these facilities prior to the beginning of any excavation or other work which might endanger the existing utilities. If such utilities are damaged or impaired because of the Contractor's actions or omissions, the Contractor shall be responsible for the cost of repairs or replacements of the affected or damaged utility or service line.

C. The Contractor shall comply with the "Arkansas Underground Facilities Damage Prevention Act" including latest amendments, the Arkansas One-Call System, and shall alert potentially conflicting utility systems accordingly.

D. The Contractor is responsible for protecting public and private property. The Contractor is responsible for the Contractor's safety plan and implementation.

1.05 SEDIMENT CONTROL

A. The Contractor shall be responsible for all sediment control in accordance with Section 2100 – Erosion and Sediment Control.

B. The Contractor shall be responsible for maintaining the site and adjoining properties and adjoining paved surfaces in a dust free condition.

PART 2 – PRODUCTS

2.01 FOUNDATION MATERIALS

A. Foundation materials for trench over excavation shall be Class 7 Aggregate Base Course (ABC), "B" stone with class 7 aggregate cap, or concrete as designed by the Engineer of Record.

2.02 EMBEDMENT MATERIALS

A. Embedment materials are restricted to materials specified below. The Engineer of Record shall provide as a submittal the gradation sieve analysis of the embedment materials proposed for each specific project.

B. Without regard to the pipe material, all embedment materials include: bedding, pipe zone (including haunching), and initial backfill from six (6) inches below the bottom of the pipe to six (6) inches above the top of the pipe the full trench width with a minimum of six (6) inches of embedment materials all around the exterior of the pipe.

C. Special design considerations, including supplemental trench drains, geotechnical fabric, and/or specific aggregate, and/or filter gradations as recommended in AWWA C605 and

ASTM D2321 may be required to prevent migration of embedment particles. The Engineer of Record is responsible to design the embedment system as needed for the specific project.

D. Embedment materials for water lines. The maximum aggregate size shall be 3/4 inch. The Engineer of Record will design the installation using embedment materials as ASTM C33 gradation #7 or ASTM C33 gradation 67 as modified and described below:

1. Crushed aggregate conforming to ASTM C 33, gradation 7 as follows:

ASTM gradation Size 7 (not class 7)

Crushed aggregate sized from nominal 1/2 inch to No. 8 sieves:

100 percent passing the 3/4 inch sieve
90 to 100 percent passing the 1/2 inch sieve
40 to 70 percent passing the 3/8 inch sieve
0 to 15 percent passing the No. 4 sieve
0 to 5 percent passing the No 8 sieve

2. Crushed aggregate conforming to the ASTM C 33, gradation 67 and as follows:

Crushed aggregate sized from maximum 3/4 inch to No. 8 sieves:

100 percent passing the 3/4 inch sieve (maximum aggregate size 3/4 inch)
20 to 55 percent passing the 3/8 inch sieve
0 to 10 percent passing the No. 4 sieve
0 to 5 percent passing the No 8 sieve

The required modification of the ASTM C 33, gradation 67 is the clarification and potential additional requirement of 100 percent passing the 3/4 inch sieve. Some aggregate suppliers for Fayetteville projects are currently meeting this requirement (maximum, not nominal, aggregate size 3/4 inch) as required in the 2012 Standard Specifications.

D. Embedment materials for sewer lines shall be a Class I crushed aggregate material in accordance with ASTM D2321 meeting the gradation requirements of ASTM C 33, gradation 7 as specified above for water lines, or the same crushed aggregate material conforming to a modification of the ASTM C 33, gradation 67 as specified above for water lines, or ASTM Class 67 stone. The Engineer of Reocrd is responsible to design the embedment and to verify the proper use of embedment materials for water and sewer installation.

2.03 BACKFILL MATERIALS

A. AGGREGATE MATERIAL

Aggregate material for select backfill across streets, roads, driveways, and for placement of "gravel" or aggregate surfaced areas, shall be Class 7 Aggregate Base Course (ABC) material conforming to the Standard Specifications of the Arkansas Highway & Transportation Department, latest edition.

B. SELECT NATIVE BACKFILL MATERIAL

Select native material shall be suitable on-site materials or imported good earth, sand, or gravel that is free from large rocks or hard lumpy materials. Never use materials of perishable, frozen, spongy or otherwise unsuitable nature as select material.

Initial backfill when consisting of select native materials, shall be free of rocks, stones or particles greater than 3 inches in diameter.

C. FLOWABLE SELECT MATERIAL

Flowable select materials, aka flowable fill or controlled low strength materials, for select backfill where indicated on plans across streets, roads, and driveways shall be Flowable Select Material conforming to the Standard Specifications of the Arkansas Highway & Transportation Department, latest edition.

D. CHERTY RED CLAY aka “HILLSIDE”

Locally available red clay chert material with a minimum of 55 percent retained on the #4 sieve prior to compaction, CBR of eight or greater and classified as GM or GC. The Engineer of Record shall provide as a submittal the geotechnical analysis of the proposed “Hillside” cherty red clay material for each specific project.

E. RIPRAP

1. Riprap material is not permitted as a Standard Specification.

2. Riprap material will be considered on specific case by case basis and in accordance with Sections 1000 General Conditions.

3. Riprap material, if approved, shall be designed in accordance with the City of Fayetteville Drainage Criteria Manual dated July 1, 2014.

PART 3 – EXECUTION

3.01 PROTECTIVE SYSTEMS - EXCAVATIONS AND TRENCHES

A. Comply with all Federal, State and Local requirements.

B. Comply with the requirements as specified elsewhere with these Specifications.

C. The Contractor is responsible for the Contractor's safety plan and implementation.

3.02 EXCAVATION - GENERAL

A. Excavation shall be carried accurately to the line and grade indicated on the drawings and as established by the Engineer.

B. When the bottom of the excavation is at subgrade and found to be unstable or includes ashes, refuse or other organic materials, or large pieces of inorganic material, that in the judgement of the engineer should be removed, the contractor will remove all such material (over-excavate) to the extent required by the engineer.

Over-excavation will be backfilled with foundations materials per 2.01 B and as directed by the engineer.

C. Dewater all excavations as required and as follows:

1. Comply with Section 2100 EROSION AND SEDIMENT CONTROL.
2. Prevent groundwater contamination.
3. Dewater to the extent that water or sewer pipe can be placed on a dry and firm trench bottom. Never place pipe in a wet or unstable trench.
4. When requested by the City, the Contractor, or the Engineer of Record, will provide a dewatering plan based upon the Engineer of Record's dewatering engineered design.

3.03 DISPOSAL OF EXCAVATED MATERIALS

A. The Contractor shall be responsible for disposal of excess material, or disposal of excavated material unsuitable for backfilling.

B. Disposal of excess material on private property shall only be allowed with written permission of the owner of the property. A copy of the written permission must be forwarded to the Engineer along with any permits as may be required by the governing authority, city or county. Grading permits are required for any disposal within the City of Fayetteville city limits.

3.04 EXPLOSIVES

A. The use of explosives/blasting materials is not permitted as a Standard Specification.

B. The use of explosives will be considered only on specific case by case basis in accordance with Section 1000 General Conditions. Approval will be project specific and requires approval from both the Utilities Director, Fire Chief and the designated City engineer.

3.05 EXCAVATION –TRENCHES

A. Trench For Water or Sewer Line - During excavation, all pipe to be replaced shall be properly removed and properly disposed of offsite at a suitable landfill. Trench excavation for water or sewer lines shall be kept within the maximum width limits specified below. The specified maximum trench width from the bottom of the trench to 24-inches above the outside top of the pipe shall not be exceeded unless authorized by the Engineer.

Refer also to SECTION 2006 ASBESTOS PIPE.

B. Trench For Water or Sewer Line in Paved Area additional requirements – Prior to excavation in paved areas, the Contractor shall saw-cut (or other acceptable method approved by the Engineer) the existing pavement to minimize the destruction of the existing pavement outside the limits of the trench. The maximum trench width for the installation of water or sewer lines, up to 12-inches in diameter, in paved areas shall not exceed 36-inches without written approval from Engineer. The pavement shall be repaired in accordance with Section 6000 – Pavement Repair. Contractor is responsible for damage to paved areas by construction equipment outside the limits of trench excavation.

C. The bottom of the trench shall be prepared to provide a uniform and continuous bearing and support for the pipe on solid or compacted soil. Further, shallow depressions shall be made in the trench bottom to accommodate bellends. It is a requirement for bell or coupling holes to be excavated where no part of the load is supported bells couplings or fittings.

D. Standard Trench Widths:

Refer to the Standard details prepared by the City of Fayetteville Engineering Division.

Minimum	Maximum
Outside pipe diameter + 12 inches	Outside pipe diameter + 24 inches

Notes:

(1) Pipe diameters larger than 24 inches may require specific project trench design
(2) Site specific soil conditions may require specific project trench design
(3) Trench widths may vary per specific project trench design to comply with Section 2003 TRENCH SAFETY/PROTECTIVE SYSTEMS

E. Unless approved otherwise by the designated City engineer, limit trench excavation to one hundred (100) feet ahead of the completed pipe work and backfill. The City, or the Engineer of Record, may lower this limit in traffic or congested areas.

3.06 EMBEDMENT AND BACKFILLING - GENERAL

A. Install all water and sewer pipe using approved embedment materials only.

B. Structure foundation subbase or structure concrete sub-foundations require project specific design.

C. Backfilling includes refilling and compacting the fill in the excavation to the elevations indicated. Backfilling includes initial back fill, final backfill and surface materials.

D. All backfill shall be placed in layers of appropriate thickness and compacted using a mechanical, hydraulically-powered vibratory trench compactor or other equivalent equipment.

E. Unless designed otherwise by the Engineer of Record, use select native materials for backfilling in unpaved areas (only).

F. Where trenches are to be located beneath existing or proposed streets, drives, and parking areas, all backfilling procedures shall be in accordance with the Standard details prepared by the City of Fayetteville Engineering Division.

G. Compaction testing will be provided by the contractor utilizing an independent testing agency approved by the City.

3.07 EMBEDMENT AND BACKFILLING PIPE ADDITIONAL REQIREMENTS

A. A continuous and uniform embedment shall be provided in the trench for buried pipe. Embedment materials shall be tamped in layers around the pipe and to a sufficient height above the pipe to adequately support and protect the pipe.

B. Install embedment materials in no greater than eight (8) inch compacted lifts. Install embedment materials from six (6) inches below the bottom of the pipe to six (6) inches above the top of the pipe. Shovel slice bedding beneath the pipe haunches.

C. Unless approved otherwise by the designated City engineer, compact all embedment material to a minimum density of 90% standard proctor as outlined in AASHTO T-99.

D. Unless designed otherwise by the Engineer of Record for deep bury/installation the tracer wire will be installed on top of the pipe to a maximum of six (6) inches above the top of pipe.

E. Pipe marking tape shall be provided in all trenches for water or sewer line construction. Installation shall be per manufacturer's recommendations and shall be as close as practical to finished grade while maintaining a required minimum of 18 inches between the marking tape and the top of any pipe line.

F. Provide a minimum cover of thirty-six (36) inches over the top of sewer pipe.

G. Provide the following cover for water pipe:

1. Minimum depth to the top of pipe for all water main lines less than 12- inches diameter shall be 3.0 feet.

2. Minimum depth to the top of pipe for water lines 12 –inches diameter and greater shall be 4.0 feet.

3. Maximum water line cover shall be 5.0 feet under normal conditions. Cover greater than 5.0 feet shall be allowed for short distances where required by field conditions and approved by the City.

4. Minimum depth of all water service lines from the main to the water meter shall be 30-inches.

H. The maximum depth of bury for PVC pipe as a standard specification is sixteen (16) feet. Any depths of bury greater than sixteen (16) feet require project specific design by the Engineer of Record or the use of ductile iron pipe.

I. Install pipe in accordance with Section 3100 and Section 4100.

J. Backfill and compact the excavation.

K. Maintain all temporary surfaces in good condition until permanent repairs are complete.

3.08 MISCELLANEOUS STRUCTURES

A. Excavate a sufficient distance from walls and footings to allow for forms, protective systems and observation.

B. Backfill as indicated on Standard details prepared by the City of Fayetteville Engineering Division or project specific drawings.

3.09 BORES/PIPE BORING

A. Bores, pipe boring, pipe jacking and similar installations of encasement and carrier pipes are indicated in SECTION 3400 BORES AND STEEL ENCASEMENT PIPE.

END OF SECTION 2300

SECTION 2400 GENERAL INSTALLATION INFORMATION AND PROCEDURE

1.01 GENERAL

A. Before installation of pipe and appurtenances, the trench bottom shall be graded so uniform support of the pipe and appurtenances are provided per Section 2300 Excavation, Backfilling and Compaction.

B. Comply with the recommendations of AWWA C600 and AWWAC605 latest editions, except as modified, limited and/or further specified within these specifications.

C. Additional sewer specific and water specific requirements are found in Sections 3100 and 4100 respectfully.

1.02 HANDLING PIPE MATERIALS

A. The Contractor shall handle the material with the utmost care and in a manner to prevent damage to the materials, material coating and lining during loading, hauling, unloading, and installation operations. Hooks, chains, or cables shall not come into contact with the exterior/interior of pipeline materials. It is recommended to use approved nylon straps or approved clamps to handle pipeline material. Material damaged shall be replaced at the contractor's expense.

B. Hooks shall not be in contact with the pipe interior and to the extent possible the interior of the pipeline materials shall be kept free from dirt and foreign matter.

C. Pipeline materials, including valves, hydrants and fittings shall be drained and stored in a manner to protect them from damage by freezing. Under no circumstances shall pipe or accessories be dropped or dumped into the trench.

D. Proper implements, tool and facilities shall be provided and used by the Contractor for the safe execution of the work.

E. All foreign matter or dirt shall be removed from the inside of the pipe and appurtenances before lowering into the trench and the pipe interior shall be kept clean during and after laying. A swab shall be kept in the water line as long as the pipe is being laid. Care shall be taken to prevent dirt from entering the joint space. When pipe laying is not in progress, the open ends of the pipe shall be closed by installing a plug or cap of sufficient design to prevent trench water, foreign matter and dirt from entering the pipe.

F. Cutting of pipe for inserting valves, fittings or closure pieces shall be done in a neat and workman like manner without damage to the pipe or pipe lining. Torch cutting is not permitted. All pipe shall be cut at 90 degrees to the pipe centerline. Cutting at other angles to provide greater deflections at joints shall not be permitted. Field welding or welding except by the pipe manufacture shall not be permitted.

G. Cut ends shall be beveled according to the manufacturer's recommendation to prevent damage to the bell gasket.

1.03 PIPE INSTALLATION - GENERAL

A. Install PVC pipe and DIP as recommended by the manufacturer and as follows.

B. Inspect each joint of pipe carefully internally and externally before it is placed in the trench. Plainly mark and separate from the remaining pipe any joint found to be cracked, warped, or otherwise damaged. Remove these damaged joints from the project site as soon as possible.

C. Unless otherwise designed by the Engineer of Record and approved by the City, all pipe shall be laid with bell ends facing the direction of progress such that spigots are pushed into bells, not bells pushed onto spigots; and for lines on appreciable slopes, bells shall face upgrade.

D. No pipe shall be laid in water, or when the trench condition or the weather is unsuitable for such work.

E. The pipe, fittings, valves, fire hydrants, meter boxes, manholes and other appurtenances shall be constructed to conform to the location, line size and material and grades specified or indicated on the approved plans.

F. When necessary to deflect PVC pipe from a straight line in either the horizontal or vertical plan to avoid obstructions, the pipe may be deflected in the joint the least of the manufacturer's recommendations, or a maximum of one degree (1°) (equal to 4 inches per 20 feet).

G. When necessary to deflect DIP pipe from a straight line in either the horizontal or vertical plan to avoid obstructions, the pipe may be deflected in the joint the least of the manufacturer's recommendations, or a maximum of three degree (3°) (equal to 12 inches per 20 feet).

H. Pipe barrel bending shall not be allowed.

I. All buried iron pipes, valves, and fittings shall be double poly wrapped.

J. Valves and fire hydrants shall be set with operating stem and nut plumb.

1.04 JOINTING PVC AND DUCTILE IRON PIPE AND FITTINGS

A. Make all pipe joints in strict accordance with the manufacturer's recommendation and as follows for the particular type of connection. Make all joints watertight in accordance with the latest ASTM Standards.

B. Prior to jointing the pipe, and/or fittings, the plain ends of the pipe and the bells of the pipe and fittings shall be thoroughly cleaned using a soapy water and cloth or brush, removing all foreign materials from the bells, especially the gasket seats. Any burrs or imperfections in that part of the plain end or bell, which will be in contact with the gasket, shall be removed.

C. The clean rubber gasket shall be inserted in the bell and a thin film of lubricant shall be applied per the manufacturer's recommendations. Pipe lubricants specified by the pipe manufacturer shall be used. For water lines the contractor shall lubricate the gaskets and/or spigots with the manufacturer's recommended and NSF-61 approved lubricant.

D. The cleaned plain end shall initially be entered into the bell straight. The plain end shall be pushed inside the gasket and bell until it strikes the end of the interior if the bell, after which the end of the pipe will be moved sideways or as specified by the manufacturer's requirements to move the pipe slightly away from the home position to allow for expansion and to provide flexibility for the complete pipeline.

E. When connecting the pipe or fittings according to manufacturer's requirements, care shall be taken to avoid damage to where the pushing device or machine contacts the pipe. A wood block or suitable pad shall be placed between the pipe and that part of the pushing device which contacts the pipe or fitting.

F. All plain ends that enter a push-on bell shall be beveled as specified by manufacturer requirements. All cut pieces or ends of pipe of other classifications shall be so beveled.

G. All buried iron pipes, valves, and fittings shall be double poly wrapped.

1.05 JOINTING FLANGED PIPE AND FITTINGS

A. The faces of all flanges shall be thoroughly cleaned and all burrs or imperfections removed with a steel brush.

B. Surface coating or lining touch up shall be provided to match original coating or lining.

C. Gaskets shall be AWWA approved of 1/16 inch minimum thickness.

D. All bolts and nuts shall be cleaned and lubricated prior to tightening. Bolts on opposite sides shall be tightened alternatively to the torque recommended by the manufacturer.

1.06 JOINTING MECHANICAL JOINT PIPE AND FITTINGS

A. Comply with AWWA C600 Table I latest edition and the manufacturer's recommendations.

The range of torque for pipe size and bolt size varies per application. The Engineer of Record shall furnished to the City as a submittal the project specific materials used and the range of torque required for the assembly and materials.

The AWWA C600 Table 1 Mechanical-joint bolt torque includes:

Joint Size In.	Bolt Size In.	Range of Torque ft-lbs
3	5/8	45-60
4-24	3/4	75-90
30-36	1	100-120
42-48	1 1/4	120-150

B. The spigot end of the pipe, the bell of the connecting pipe, and the rubber gasket shall be thoroughly cleaned using soapy water and cloth, removing all foreign materials from the bells, especially the gasket seats as specified for push-on joints. Clean the gland in a similar manner. An approved pipe lubricant shall be applied to the spigot end of the pipe and the gasket.

C. After the gland and gasket are placed on the spigot end of the pipe, a sufficient distance from the end to avoid fouling the bell, insert the spigot end in the fitting bell to the point of firm contact with the bell shoulder. Then advance the rubber gasket into the bell and seat in the gasket seat. Hammering the gasket into the seat is not permitted. Exercise care to center the spigot end within the bell. Bring the gland into contact with the gasket, enter all bolts, and make all nuts hand tight. Exercise continued care to keep the spigot centered in the bell.

D. Make the joints tight by turning the nuts with a torque wrench: First partially tighten a nut, then partially tighten the nut 180 degrees away from it. Work around the pipe with uniformly applied tension until the required torque is applied to all nuts.

E. The Contractor shall provide a torque wrench suitable for measuring tension on bolts.

F. Proper actuation of the gripping wedges for restraining glands shall be ensured with torque limiting twist off nuts. Tightening sequence shall be as follows. First partially tighten a nut, then partially tighten the nut 180 degrees away from it. Work around the pipe with uniformly applied tension until the required torque is applied to all nuts. Failure to follow proper the proper tightening sequence will result in the disassembly of the joint, removal of the current restraining gland, and installation of a new restraining gland. Any damage to PVC pipe shall be removed as well.

G. All buried iron pipes, valves, and fittings shall be double poly wrapped.

H. The rubber gasket and joint bolts of mechanical joint retainer glands shall be installed in accordance with the above section. Set screws shall be tightened evenly to approximately 75 ft-lbs or as recommended by the manufacturer.

1.07 TRACER WIRE

A. Comply with Arkansas Law Section § 14-271-111 (a)(2) which includes: "In addition to the foregoing, all underground facilities installed after January 1, 1996, shall be permanently marked with tracing wires of appropriate durability or in other manner which will enable the operator to trace the specific course of the underground facility.", and as follows:

B. Tracer wire shall be installed on all buried pipelines including water mains, water leads and water service lines without regard to pipe material. Tracer wire shall be installed on all buried sewer gravity mains, sewer force mains and gravity or pressure sewer services/sewer laterals without regard to pipe material.

C. Unless designed otherwise by the Engineer of Record for deep bury/installation the tracer wire shall be installed directly on, to 6-inches above, the top of the pipe for sanitary sewer and 6-inches above pipe for waterlines.

D. As designed by the Engineer of Record and approved by the designated City engineer or Utilities Director, the tracer wire will terminate and/or connect at:

1. An approved site specific application tracer wire box as manufactured by Copperhead Industries, LLC. or approved equal or,
2. Interior to sewer manhole, passing just below the frame or,
3. Terminate in a valve box as designed by the Engineer of Record and approved by the designated City engineer or Utilities Director.

E. Unless approved otherwise by the Engineer of Record and the City's designated engineer, all tracer wire installation will include a grounding anode at the termination and/or connection locations.

1.08 MARKING TAPE

A. Marking tape shall be installed on all buried water or sewer pipelines without regard to pipe material. This includes gravity sewer mains, sewer force mains, gravity sewer laterals, water mains and water services.

1. Marking tape shall be installed 18-inches above the top of pipe.

1.09 CONCRETE MITIGATION DAM

A. Water and sanitary sewer designs shall include the effects of the trench functioning as drainage or groundwater conveyance.

Where indicated on the approved plans, or determined by the Engineer in the field, concrete dams or concrete dams with slotted drainage pipe will be constructed at each connection location of new sewer pipe to the existing sewer system. Concrete dams with, or without slotted drainage pipe will be provided to help control the migration of groundwater from the new sewer trench to the exiting sewer system or adjacent property.

Concrete dams shall be constructed in the sewer trench, outside the limits of excavation for manholes. Slotted drainage pipe where used will terminate in an approved drainage conveyance.

B. Hand excavate around the sewer pipe into undisturbed earth a minimum of six inches into bottom of the trench and the trench wall perpendicular to the pipe. The hand excavated void around the pipe shall be filled with concrete and a form shall be used to hold the concrete in place. The form may be left in place after backfilling and restoration. The concrete dam shall be 8-inches thick, non-reinforced and extend to the elevation indicated on the approved plans.

C. Slotted drainage pipe ("trench drains) shall also be provided at concrete dams or low points from the bedding to defined drainage when required by the City.

1.10 INSTALLATION OF POLYETHYLENE PROTECTION MATERIAL

A. Comply with the recommendations of AWWA C105 latest edition and as follows.

B. Two layers ("double wrapped") of polyethylene material minimum 8 mils thickness, either in tubing form or in the form of flat sheet or rolls shall be placed around all buried mechanical joints of pipe and fittings, valves, fire hydrants, and all saddles, sleeves, and couplings, tapping saddles, and any other appurtenance with exposed bolts. Any and all iron or steel components installed below ground shall be wrapped with the polyethylene material.

Tape for field taping of polywrapped pipe, fittings, etc. or field repair of missing polyethylene encasement material shall be Polyken #900, Scotchrap #50 or equal. Each of the two polywrap layers shall be independently taped.

C. Ductile iron and steel pipe and appurtenances shall be completely encased in polyethylene tubing material. It is not the intent that the material form an enclosure that is absolutely air or water tight, but to prevent pipe to soil contact.

D. All tongs, cables, or chains that are used for lifting pipe and appurtenances that have been encased in polyethylene material shall be adequately padded to prevent damage to the material.

E. Repair any rips, punctures, or other damage to the polyethylene with tape or with a short length of polyethylene tube cut open, wrapped around the pipe and secured in place.

F. Polyethylene material shall be stored on the job site in such a manner that it is not exposed to direct sunlight. Exposure during installation shall not exceed forty-eight (48) hours.

G. Backfill material shall be the same as specified for pipe without polyethylene wrapping. Special care shall be taken to prevent damage to the polyethylene wrapping when placing backfill. Backfill material shall be free from cinders, refuse, boulders, rocks, stones, and/or other material that could damage polyethylene.

END OF SECTION 2400

SECTION 3000 SEWER PIPE, FITTINGS AND MATERIALS
1

PART 1 - GENERAL

1.01 WORK INCLUDED

A. This section covers pipe, pipe joints, and fittings and other materials for sanitary sewer pipelines and sewer service lines.

B. Use only pipe, fittings, adapters and appurtenances approved by the City of Fayetteville.

C. Use bends, tees, plugs, wyes, or other approved fittings constructed from the same material as the pipe in which they are installed. Use only standard, approved fittings.

D. The Standard Specification includes pipe and fitting in diameters up to and including 18-inch diameter. Pipe and fittings for nominal pipe diameters/sizes greater than 18-inch are not a Standard Specification. Projects including pipe and fittings for nominal pipe sizes greater than 18-inch will be considered on specific case by case basis in accordance with Section 1000 General Requirements.

1.02 SUBMITTALS

A. Use of materials other than those specifically listed below is prohibited.

B. Submit the manufacturer's certificate that the materials meet with these Specification requirements including material testing requirements.

PART 2 – PRODUCTS/MATERIALS

2.01 PROHIBITED PIPE MATERIALS

A. The following materials are specifically forbidden for use either in city sewers or service lines:
1. Asphalt impregnated fiber tube pipe.
2. Clay pipe.
3. Concrete pipe.
4. Open profile PVC pipe as defined in ASTM F794.
5. “No Hub” cast iron soil pipe or other non bell and spigot pipe.

2.02 SERVICE LINES AND FITTINGS

A. Service lines shall typically be four (4) inches in diameter PVC pipe and PVC fittings. Six (6) inch PVC services may be approved when constructed to the same standards as sewer main lines.

B. Four (4) inch PVC pipe and PVC fittings for service lines shall be SCH 40, glue joints, and shall be completely bedded as required for larger diameter PVC pipe.

2.03 CLEANOUTS

A. Cleanouts shall be two-way opposing, SCH 40 PVC "Memphis Code" style. The riser pipe shall be topped off with a screw type plug.

B. Cleanouts shall not be installed in areas of surface depressions or features that pond water.

C. All cleanouts installed in asphalt or concrete shall be protected by a cast iron short bodied valve box, Model 70 as manufactured by East Jordan Iron Works.

All cleanouts installed in areas other than asphalt or concrete including but not limited to lawn areas, will have the cleanout and cap protected from damage by a cast iron short bodied valve box, meter box or other method approved by Utilities Director.

D. On a case-by-case basis, the City may require a 6-inch thick, 24-inch square concrete collar to be poured around a sewer cleanout for protection in greenspaces.

E. On a case-by-case basis, the City may require a below-grade cleanout with protective vault (Utility Defender or approved equal).

2.04 POLYVINYL CHLORIDE (PVC) GRAVITY SEWER PIPE (Solid Wall)

A. PVC pipe for gravity sewer mains or force mains shall be green in color and imprinted with "SEWER".

B. Pipe fifteen (15) inches in diameter and less: conform to ASTM D 3034. Maximum standard dimension ratio (SDR) shall be twenty six (SDR 26).

C. Pipe greater than (15) inches in diameter: conform to the requirements of ASTM F 679 with pipe stiffness designed for the specific site and project. Sanitary sewer larger than 15 inch diameter requires specific review and approval from the City.

D. Joint connections for internal or external pressure less than 25-ft head: push on, flexible watertight elastomeric gaskets conforming to ASTM D 3212. Joint connections for internal or external pressure equal to or greater than 25-ft head require specific project design and City approval.

E. Marking In addition to "SEWER" provide: The date of manufacture, class of pipe, specification designation, size of pipe, name or trademark of manufacturer, and identification of plant/location shall be legibly marked on the outside of each pipe section in accordance with the ASTM D-3034.

F. Minimum length of a cut section of pipe shall be 5 feet.

2.05 DUCTILE IRON PIPE FOR GRAVITY MAINS

A. Gravity Sanitary Sewer ASTM A 746: Ductile Iron Pipe Gravity Sewer Pipe

B. Minimum Pressure Class shall be as follows:

1.	18-inch and smaller	350 psi
2.	24-inch	250 psi
3.	30-inch and greater	200 psi

C. Joint connections, pipe and fittings:

1. Push on and mechanical rubber gasket joints: ANSI/AWWA C111/A21.11.
2. Flanged: ANSI/AWWA C115/A21.15, ANSI B16.1.
3. Grooved and shouldered ANSI/AWWA C606.

D. Weights and Marking: Weights of pipe and fittings shall conform strictly to the requirements of ANSI Specifications. The class designations for the various classes of pipe and fittings shall be cast onto fittings in raised numerals, and cast or stamped on the outside of each joint of pipe. Weights shall be plainly and conspicuously painted in white on the outside of each joint of pipe and each fitting after the exterior coating has hardened.

E. Corrosion Control:

1. Interior:

All Ductile Iron Pipe and fittings used for sewer shall have an epoxy ceramic interior protective lining and exterior protective coating. The ceramic epoxy lining will be Tnemec Series 431 Perma-Shield, or Protecto 401 as determined by the Engineer of Record and approved by the City for the specific project.

2. Exterior:

Where requested by the City, or indicated in the specific design by the Engineer, all Ductile Iron Pipe and fittings used for sewer shall have in addition the interior ceramic epoxy lining an ceramic epoxy exterior coating meeting the same requirements of the ceramic epoxy interior protective lining, Tnemec Series 431 Perma-Shield, or Protecto 401 as determined by the Engineer of Record and approved by the City for the specific project.

Ductile Iron Pipe and fittings not required to have an epoxy ceramic exterior coating shall be supplied with manufacturer's standard 1 mil thickness asphaltic exterior coating per ANSI/AWWA C151/A21.51. Per the Ductile Iron Pipe Research Association (DIPRA) the 1 mil asphaltic coating is not a corrosion control method but furnished by the manufacturers to minimize atmospheric oxidation for aesthetic reasons (https://www.dipra.org/ductile-iron-pipe-resources/frequently-asked-questions/corrosion-control).

3. Ductile Iron Pipe and fittings shall be double wrapped in polyethylene tube or sheet materials conforming to the requirements of ANSI/AWWA C105/A21.5.

4. Additional corrosion control methods including cathodic protection may be required for specific sites and projects as requested by the City or designed by the Engineer and in accordance with DIPRA publication "The Design Decision Model for Corrosion Control of Ductile Iron Pipe" latest edition.

F. Minimum length of a cut section of pipe shall be 5 feet.

2.06 DUCTILE IRON FITTINGS

A. All ductile iron fittings for Ductile Iron Pipe (DIP) and PVC pipe shall conform to the requirements of ANSI/AWWA C153/A21.53, latest revision, for Ductile Iron Compact Fittings. All fittings shall be MJ x MJ. All ductile iron fittings shall have an interior ceramic epoxy lining suitable for sewer service.

2.07 INTERIOR CERAMIC EPOXY LINING FOR DUCTILE IRON PIPE AND FITTINGS

A. Provide a minimum 40 mil nominal dry film thickness protective lining consisting of a ceramic epoxy specifically designed for wastewater environments. The ceramic epoxy will contain at least 20% by volume ceramic material.

The ceramic epoxy lining will be Tnemec Series 431 Perma-Shield, or Protecto 401 as determined by the Engineer of Record and approved by the City for the specific project.

B. All cut ends and other areas requiring repair shall be immediately repaired with a manufacturers supplied field ceramic epoxy touch-up kit.

2.08 POLYETHYLENE ENCASEMENT (PIPE WRAP)

A. Polyethylene encasement shall be in conformance to ANSI/AWWA C105, latest revision. The virgin linear low-density polyethylene film shall have a minimum normal thickness of .008 inches (8 mils), and shall be provided in either flat tube or sheet form.

B. The color shall be black with nominal 2% carbon black UV inhibitor and printed per the AWWA C105 standard.

C. Tape for field taping of polywrapped pipe, fittings, etc. or field repair of missing polyethylene encasement material shall be Polyken #900, Scotchrap #50, at least 2-inches wide, and installed as per the Polyethylene Encasement Installation Guide published by DIPRA. Duct Tape is not permitted.

D. All buried iron pipe and fittings shall be double poly wrapped.

2.09 CENTRIFUGALLY CAST FIBERGLASS GRAVITY SEWER PIPE

A. Fiberglass gravity sewer pipe is not a Standard Specification.

B. Fiberglass gravity sewer pipe will be considered on specific case by case basis in accordance with Sections 1000 1.01 B and 1000 1.07 A. Approval will be project specific and requires approval from the Utilities Director.

2.10 REINFORCED FLEXIBLE RUBBER COUPLINGS

A. Materials: Chemical resistant rubber. Flexible rubber coupling shall be Fernco or MaxAdaptor (Raptor).

B. Flexible rubber coupling shall be reinforced with a stainless steel shear ring.

C. Clamping bands: two (2) each stainless steel bands.

D. Dimensions: Inside diameter to fit the outside diameter of the different pipe materials being connected: take care that proper alignment is maintained and the spacing between pipes does not exceed 1/2 inch as shown in the City Engineering Standard Detail Drawings.

2.11 SERVICE SADDLES

A. A composite saddle using a virgin SBR compound gasket (ASTM D-2000) and a ductile iron saddle casting (ASTM A 536), by Romac.

B. All saddles shall be approved by the Engineer prior to installation.

2.12 SERVICE WYES

A. The wye material and joint type must match that of the mainline pipe.

B. Wyes shall terminate in a bell suitable for connection of a 4 inch SCH 40 PVC service line pipe as specified herein.

2.13 MECHANICAL JOINT RETAINER GLANDS

A. Restraint devices for mechanical joint fittings and appurtenances for nominal pipe sizes greater than 18-inch are not a Standard Specification. Restraint devices for mechanical joint fittings and appurtenances for nominal pipe sizes greater than 18-inch will be considered on specific case by case basis in accordance with Section 1000 General Requirements.

B. Restraint devices for mechanical joint fittings and appurtenances for nominal pipe sizes 3-inch through 18-inch shall consist of multiple gripping wedges incorporated into a follower gland meeting the applicable requirements of ANSI/AWWA C110/A21.10.

C. Mechanical joint retainer glands shall be made from ductile iron and shall be designed for a working pressure of at least 350-psi for 3-inch through 16-inch ductile iron pipe, at least 305-psi for 3-inch through 12-inch PVC, and at least 250-psi for 18-inch ductile iron pipe.

D. Retainer glands shall have an approved coating system for corrosion resistance equivalent to EBBA MEGA-BOND® and manufacturing traceability. Retainer glands shall be manufactured by EBAA Iron, Inc. (USA only), Smith-Blair, Inc. (USA only), or Star Pipe Products (USA only).

1. Retainer glands for pipe sizes 3-inch through 12-inch shall be manufactured by EBAA Iron, Inc. (USA only), Smith-Blair, Inc. (USA only), or Star Pipe Products (USA only).

2. Retainer glands for pipe sizes greater than 12-inches shall be manufactured by EBAA Iron, Inc. (USA only), or Star Pipe Products (USA only).

2.14 PIPE BELL RESTRAINTS

A. Bell restraint devices for nominal pipe sizes greater than 18-inch are not a Standard Specification. Bell restraint devices for nominal pipe sizes greater than 18-inch will be considered on specific case by case basis in accordance with Section 1000 General Requirements, and as follows.

B. Bell restraints for AWWA C900 PVC sizes 4-inch through 12-inch shall be Series 1900 Restraint Harness, as manufactured by EBAA Iron, Inc. Devices shall have an approved coating system for corrosion resistance equivalent to MEGA-BOND® and manufacturing traceability.

C. Bell restraints for SDR26 PVC sizes 6-inch through 18-inch shall be provided as required. Devices shall have an approved coating system for corrosion resistance equivalent to MEGA-BOND® and manufacturing traceability.

D. Bell restraints for Ductile Iron Pipe sizes 4-inch through 18-inch shall be Series 1700 Restraint Harness, as manufactured by EBAA Iron, Inc. Devices shall have an approved coating system for corrosion resistance equivalent to MEGA-BOND® and manufacturing traceability.

E. When all-thread attachments are required, **eye-bolt style attachments are not acceptable**. Romac "Ductile Lug" style attachments shall be used. All-threads shall be made of 316 stainless steel.

2.15 BOLTS

A. All bolts and nuts for valves, fittings, and restraints shall be 316 stainless steel unless specified otherwise. **Anti-seize lubricant shall be used when assembling all stainless steel hardware to reduce galling.**

2.16 FORCE MAIN MATERIALS

A. Each material acceptable for force main construction is described below. **The Engineer shall submit a design fatigue analysis to determine which material will be used.**

B. The City may require that force main be constructed in such a fashion that they may be converted to gravity sewer lines at a later date with the only modification to be adding manholes.

2.17 POLYVINYL CHLORIDE (PVC) PIPE FOR FORCE MAINS

A. PVC pipe less than 4 inches in size shall be manufactured in accordance with ASTM D-2241 and be SDR 13.5.

B. PVC pipe 4 inches through 12 inches in size shall be manufactured in accordance with AWWA C900, latest revision, and shall be DR 14.

C. PVC pipe, couplings, and fabricated fittings shall be made from virgin PVC resin that has been compounded to provide physical and chemical properties that equal or exceed cell class 12454 as defined in ASTM D1784, latest revision. Clean, reworked material generated from the manufacturer's own production shall be acceptable as long as the pipe produced meets all the requirements of the Specifications.

D. Joints for PVC pipe shall conform to ASTM Specification D-3139, latest revision.

E. Nominal laying length shall be 20 feet. Minimum length of a cut section of pipe shall be 5 feet.

F. Marking on pipe shall include the following and shall be applied at intervals of not more than 5 feet.

1. Nominal size in inches and OD base (for example, 4 CI).
2. PVC.
3. Dimension ratio (for example, DR 14).
4. AWWA pressure class (for example, PC 305).
5. Test pressure for hydrotested pipe (for example, T330) or if not tested, "NOT HYDROSTATIC PROOF TESTED."
6. AWWA designation number for this standard (ANSI/AWWA C900 or ASTM D-2241).
7. Manufacturer's name or trademark and production run record or lot code.

8. Seal (mark) of the testing agency verifying the suitability of the pipe material for potable-water service.
9. “SEWER”.

2.18 DUCTILE IRON PIPE FOR FORCE MAINS

A. Ductile Iron Pipe shall conform to the requirements of "Ductile-Iron Pipe, Centrifugally Cast" AWWA Standard C151/A21.51, latest revision.

B. Ductile iron pipe shall be designed in accordance with the requirements of "Thickness Design of Ductile-Iron Pipe", ANSI/AWWA C150/A21.50, latest revision. Minimum pressure class shall be 250 psi.

C. Joint connections, pipe and fittings (latest revision):

1. Push on and mechanical rubber gasket joints: ANSI/AWWA C111/A21.11.
2. Flanged: ANSI/AWWA C115/A21.15, ANSI B16.1.
3. Grooved and shouldered ANSI/AWWA C606.

D. Nominal laying length shall be 20 feet. Minimum length of a cut section of pipe shall be 5 feet.

E. Weights and Marking: Weights of pipe and fittings shall conform strictly to the requirements of ANSI Specifications. The weight, class or nominal thickness, and casting period shall be shown on each pipe. The manufacturer’s mark, country where cast, year in which the pipe was produced, and the letters “DI” or “DUCTILE” shall be cast or metal stamped on the pipe, and letters and numerals on pipe sizes 14 in. (356 mm) and larger shall be not less than 1/ 2 in. (13 mm) in height.

F. Corrosion Control

1. Interior:

All Ductile Iron Pipe and fittings used for sewer shall have an epoxy ceramic interior protective lining and exterior protective coating. The ceramic epoxy lining will be Tnemec Series 431 Perma-Shield, or Protecto 401 as determined by the Engineer of Record and approved by the City for the specific project.

2. Exterior:

Where requested by the City, or indicated in the specific design by the Engineer, all Ductile Iron Pipe and fittings used for sewer shall have in addition the interior ceramic epoxy lining an ceramic epoxy exterior coating meeting the same requirements of the ceramic epoxy interior protective lining, Tnemec Series 431 Perma-Shield, or Protecto 401 as determined by the Engineer of Record and approved by the City for the specific project.

Ductile Iron Pipe and fittings not required to have an epoxy ceramic exterior coating shall be supplied with manufacturer's standard 1 mil thickness asphaltic exterior coating per ANSI/AWWA C151/A21.51. Per the Ductile Iron Pipe research Association (DIPRA) the 1 mil asphaltic coating is not a corrosion control method but furnished by the manufacturers to minimize atmospheric oxidation for aesthetic reasons.

3. Ductile Iron Pipe and fittings shall be double wrapped in polyethylene tube or sheet materials conforming to the requirements of ANSI/AWWA C105/A21.5 and SECTION 3000 2.06 of this specification.

4. Additional corrosion control methods including cathodic protection may be required for specific sites and projects as requested by the City or designed by the Engineer and in accordance with DIPRA publication "The Design Decision Model for Corrosion Control of Ductile Iron Pipe" latest edition.

All cut ends and other areas requiring repair shall be immediately repaired with a manufacturers supplied field ceramic epoxy touch-up kit.

2.19 VALVES FOR FORCE MAINS

A. Gate valves up to 8-inch shall be the same as water valves as specified in Section 4000.

B. Valves greater than 8 inches require project specific design and City approval.

C. Full port (100% area) plug valves shall be AWWA C517, latest revision shall be manufactured by Val-Matic or Dezurik PEC.

D. Valves shall be installed along the length of the force main, not to exceed 1000' unless a variance is approved by the City for long force mains. The City will determine if plug or gate valves are appropriate. All valve boxes shall be marked sewer. An empty valve box shall be installed in the vicinity of the discharge manhole and at fittings that cause a change in direction where the tracer wire can be brought to grade for a point of connection to aid in tracing the force main. A 2-inch SCH-40 PVC pipe shall be installed in the empty valve box. The pipe shall have a pipe marker label affixed and further labeled "No Valve, Tracer Wire Only." All lids shall have the word "SEWER" and a concrete pad with a minimum of 18 inches square or round dimension as appropriate. This shall be for both paved and unpaved applications.

2.20 AIR / VACUUM RELIEF VALVES

A. Sanitary sewer force mains shall be designed to avoid the need for air or vacuum release lines. If possible, force mains shall be designed without high points and with the top of the force main below the hydraulic grade line at the minimum pumping rate so that relief valves will not be needed.

B. If high points in the force main cannot be eliminated, a stainless steel A.R.I. Flow Control Accessories sewage air release valve shall be installed at each significant high point where air could become trapped. The air release valve shall be installed in a manhole structure in accordance with the requirements of Section 3300-Manholes, and provisions shall be required for draining the structure. A high point shall be considered significant if it is 2 feet or more above the minimum hydraulic grade line, or, when pumping is intermittent, above the static head line.

2.21 TRACER WIRE

A. Tracer wire shall be 12-gauge solid coated copper or coated copper clad steel for underground burial.

B. Jacket color shall be GREEN, and made of High Density Polyethylene (HDPE) or High Molecular Weight Polyethylene (HMWPE) designed for direct burial.

C. Connectors shall be used for all splices or repairs. Connectors shall be moisture displacement style as manufactured by 3M DBR. Wire shall be twisted and bent, without the use of a wire nut prior to insertion into the gel cap.

D. A locate or conductivity test shall be performed prior to signing off on the project.

E. The tracer wire will terminate and/or connect at:

1. An approved site specific application tracer wire box as manufactured by Copperhead Industries, LLC. or approved equal or,
2. Interior to sewer manhole, passing just below the frame or,
3. Terminate in a valve box as designed by the Engineer of Record and approved by the designated City engineer or Utilities Director.

2.22 MARKING TAPE

A. Non-metallic sanitary sewer marking tape shall be warning tape as manufactured by Rhino Marking and Protection Systems, Harris Industries, Inc.

B. Tape shall have a minimum thickness of 4 mils and manufactured with heavy metal-free polyethylene tape that is impervious to all known alkalis, acids, chemical reagents, and solvents found in soil. The minimum overall width of the tape shall not be less than 3-inches. Standard rolls shall be 1000’ length.

C. The tape shall be color coded Safety Green and imprinted with the following message: Caution – Buried Sewer Line Below.

2.23 SEWER LINE MARKERS

A. Sewer line markers shall be TriView Marking System by Rhino Marking and Protection Systems or Carsonite International Dual-Sided Utility Marker (CIB-380). All markers shall

be installed according to the manufacturer's recommendations. The uppermost portion of the Carsonite marker shall be made of Visibility Enhancer (CVE-360), and must be bolted to the utility marker. TriView markers do not require visibility enhancers. The utility marker shall read as follows: "CAUTION, SEWER PIPELINE", "City of Fayetteville", and "Before Digging Call 1-800-482-8998". The label shall also include the official City Logo and be white in color with green and black lettering. The label shall be affixed to two sides of the marker. **An additional white 1" wide reflective tape (3M) shall be placed around the full circumference of the top of the marker.** Concrete shall be placed 6-inches around and 1-foot deep around the base of each marker.

B. Sewer line pipeline markers shall be installed beside all manholes that are located in easements and backyards. Manholes located in front yards and in streets do not require markers.

C. Sewer line pipeline markers shall be installed along sewer force mains at valves and at significant fittings that cause a change in direction.

PART 3 - EXECUTION

3.01 INSTALLATION

A. General Installation: refer to Section 2400

B. Sanitary Sewer Pipelines: Refer to Section 3100

C. Sanitary Sewer Service Lines: Refer to Section 3200

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END OF SECTION 3000

SECTION 3100 INSTALLATION OF SEWER PIPE, FITTINGS, AND MATERIALS

PART 1 - GENERAL

1.01 WORK INCLUDED

A. Installation of sanitary sewer pipelines.

B. Installation of sanitary sewer service lines.

C. Point repairs on existing sanitary sewer pipelines.

1.02 DEFINITIONS

A. New Sewer Lines – Sewer lines installed in such a manner that there is no sewage flow during construction.

B. Replacement Sewer Lines – Sewer lines installed in a trench while there is a flow from "live" service connections.

C. Point Repairs - Replacement of a short section (less than 50 feet in length) in an existing sewer lines.

D. Force Mains - Sewer pipelines that transport wastewater under pressure from a pump station to a discharge point.

E. City Sewer Main - A public sanitary sewer in which all owners of abutting properties have equal rights and is maintained and controlled by the City of Fayetteville. No sewer line smaller than six (6) inches in diameter is a city sewer.

F. Service Line - The sewer which conveys the discharge from a building's plumbing system or other approved waste system to the city sanitary sewer system. The service line begins at the connection to the city sanitary sewer and ends at the building foundation.

1.03 GENERAL REQUIREMENTS

A. As specified elsewhere within these Specifications.

1.04 QUALITY ASSURANCE

A. Inspect all service lines per Section 5200 - Inspection and Testing of Sanitary Sewer Pipelines, Manholes, and Service Lines.

1.05 ADDITIONAL REQUIREMENTS

A. SHALLOW BURY

Ductile iron pipe for sewer shall be required when the existing grade or the proposed finish grade, whichever is less, provides less than 36 inches of cover. The ductile iron pipe shall extend from manhole to manhole. The ductile iron pipe shall meet the requirements of Section 3000 – Sewer Pipe, Fittings, and Materials, of these Specifications.

B. MAXIMUM DEPTH BURY PVC

The maximum depth of bury for PVC pipe is sixteen (16) feet. Any depths greater than sixteen (16) feet require ductile iron pipe. The ductile iron pipe shall extend from manhole to manhole. The ductile iron pipe shall meet the requirements of Section 3000 – Sewer Pipe, Fittings, and Materials, of these Specifications.

C. PIERS AND AERIAL CROSSINGS

1. Aerial crossings and sewer pipe on piers shall be encased.

2. Aerial crossings, sewer pipe on piers and piers shall be designed by the Engineer of Record for the specific project and included within the project documents submitted to the City for review and approval.

3. Install concrete piers as indicated on the approved plans and per Section 3600 - Cast-In-Place Concrete.

D. GRADES EXCEEDING 15%

1. Whenever the grade of the sewer line exceeds 15% (percent), ductile iron pipe shall be required. The ductile iron pipe shall meet the requirements of Section 3000 – Sewer Pipe, Fittings, and Materials, of these Specifications.

2. Sewers on 15 percent pipe slope or greater shall be anchored securely with concrete anchors in accordance with the Water Standard details prepared by the City of Fayetteville Engineering Division and spaced as follows:

1. Not over 36 feet center to center on grades 15 percent and up to 35 percent.

2. Not over 24 feet center to center on grades 35 percent and up to 50 percent.

3. Not over 16 feet center to center on grades 50 percent and over.

4. Anchor collars should be placed on downstream side of bell.
Where no bell is available, a retainer gland shall be installed.

E. COLD WEATHER INSTALLATION

1. The City reserves the right to order pipe installation discontinued whenever, in its opinion, there is danger of the quality of work being impaired because of cold weather. The Contractor shall be responsible for heating the pipe and jointing material so as to prevent freezing of joints. Do not lay any pipe on frozen ground. No flexible or semi-rigid pipe shall be laid when the air temperature is less than 32^{o} F unless proper precautions per the manufacturer's recommendations are taken by the Contractor and the method is approved by the Engineer and City.

2. When pipes with rubber gaskets or resilient-type joints are to be laid in cold weather, sufficiently warm the gasket or joint material so as to facilitate making a proper joint.

D. Reinforced Flexible Rubber Couplings

1. Install reinforced flexible rubber coupling only where dissimilar pipe materials are connected.

2. Take care that proper alignment is maintained and a maximum spacing between pipes does not exceed one-half inch.

3. Encase reinforced flexible rubber coupling in Class 1 concrete as shown on the City Engineering Standard Details.

PART 2 - PRODUCTS

A. Specified elsewhere within these Standards.

PART 3 – EXECUTION

3.01 WYE FITTINGS FOR SERVICE CONNECTIONS

A. Use in-line wye fittings for all service connections except on ductile iron pipe and polyethylene pipe.

B. The wye material and joint type must match that of the mainline pipe.

C. Use taps instead of wyes only on ductile iron pipe and polyethylene pipe.

D. Install wye branches at the location of live services or as indicated on the construction plans. Install wye connections for services in accordance with the manufacturer's recommendations.

E. Place Class "1" concrete under each wye branch to prevent cracking or twisting under earth loads.

F. Mark wyes for future connections using marking tape, tracer wire, yellow nylon rope, and 1/2" x 4' rebar or fence tee-post.

G. Terminate wyes for future connections in a bell suitable for connection of a four-inch SCH-40 PVC service line. Securely plug all wyes and service stubs for future connections.

H. For Service Wye Details, see the City Engineering Standard Detail Drawings.

3.02 CLEANOUTS FOR SERVICE CONNECTIONS

A. Install cleanouts on service lines at the property line where the main line is in the paved right-of-way, as required by plumbing code, or as indicated on the construction plans and as further specified in Section 3200.

B. For Cleanout Details, see the City Engineering Standard Detail Drawings.

3.03 BACKFILLING AND INSPECTION

A. Before backfilling, place concrete encasement at transitions between different types of pipe and around all flexible rubber couplings as shown on the Drawings. Use Class 1 concrete per Section 3600-Cast-In-Place Concrete.

B. Before backfilling, install concrete anchor collars in accordance with the City Engineering or project specific details at the location and interval and shown on the Drawings. Use Class 1 concrete and reinforce with steel bars per Section 3600-Cast-In-Place Concrete.

C. After the pipeline is installed and visually inspected by the Engineer, backfill the trench per Section 2300-Excavation, Backfilling, and Compacting.

D. Test the pipeline per Section 5200-Inspection and Testing of Sewer Lines, Manholes, and Service Lines.

E. Repair all pavements per Section 6000-Pavement Repair.

F. Repair all incidental damage to buildings, structures, utilities, pavements, landscaping, etc.

G. Repair sodded and grass areas to original condition.

3.04 CONNECTION OF NEW SEWER LINES TO EXISTING SEWER LINES

A. Construct, clean, test, and obtain City's approval for sewer lines and manholes before connecting new sewer lines to the existing sewer.

B. If, in the opinion of the Engineer, conditions exist which require connection prior to final line acceptance, plug all lines entering the manhole connecting to the existing system until the new system is accepted. In addition, plug the line leaving the first manhole upstream. Never allow water being used to flush the new lines to enter the existing system.

C. All new sewer lines must connect to the existing system at a new or existing manhole. If a new manhole is built over an existing sewer line, do not break out the top of the existing pipe until the new line is accepted. If existing sewer line is not PVC or DIP, replace section of line first per City Engineering details.

D. If a new sewer line is to discharge into an existing manhole, divert the sewage flow around the existing manhole while the tie-in is under construction. Intercept the sewage flow at the existing manhole first upstream from the tie-in construction. Provide suitable pumping equipment and re-routing conduit to pump the sewage around the tie-in construction. Discharge into an appropriate manhole downstream from the construction.

E. Connection to an existing manhole shall be made by core drilling. A concrete manhole adapter shall be installed on the sewer pipe, and the annular space grouted in accordance to Section 3300 – Manholes.

F. Connect new sewer lines to existing manholes in a neat, workmanlike manner, to ensure a watertight connection.

3.05 GRAVITY SEWER LINE INSTALLATION – LIVE SEWER LINES AND POINT REPAIRS

A. Install sewer lines and point repairs as detailed above for new sewer lines with the following exceptions:

1. Divert all upstream flow around the section to be replaced with plugs or pumps. The bedding must be kept dry during installation. If trench bottom is too wet, excavate wet portion and replace with bedding material.

2. Make transitions to original pipe using materials and procedures specified. Take care that replacement pipe is aligned properly with no offsets. Install concrete encasement around transitions. Take care that no concrete from the encasement enters the existing pipeline. If this occurs, remove the concrete.

3. At the end of each day's work, and when for any reason the laying of pipe will be discontinued for an appreciable period, place a temporary section of pipe in the live line.

4. Pressure testing is not required. Visual and television testing are required.

5. Mandrel testing is required.

6. Service line pressure testing is not required.

7. A temporary debris catcher, as shown in the City Engineering Standard Detail Drawings, shall be used in the downstream manhole.

3.06 FORCE MAIN PIPE INSTALLATION

A. Install all pipe and fittings to the line and grade as detailed on the Drawings. All bolted valves, fittings, etc. shall be installed the same as water lines. Refer to Section 4100.

B. The force main shall have tape marked sewer wrapped around the pipe with complete revolutions not to exceed six feet (6'). Tape marked sewer shall also be installed in the trench 18" above the top of the sewer force main.

C. Remove all dirt and other foreign matter from the inside of pipe and fittings before they are lowered into the trench. Keep pipe and fittings clean during and after laying. Take care to keep dirt out of the bells. Plug all pipe openings at the end of each day's work or when pipe laying is discontinued.

D. Use proper equipment for lowering sections of pipe into trenches. Lower pipe carefully into the trench so the spigot and bell will not become contaminated.

E. Cut pipe in a neat and workmanlike manner without damage to pipe or pipe lining when trimming joint length.

F. Install pipe with bell ends facing in the direction of laying. Face bells upgrade on lines on an appreciable slope.

G. When necessary to deflect pipe from a straight line in either the horizontal or vertical plan to avoid obstructions, the pipe may be deflected in the joint the least of the manufacturer's recommendations, or a maximum of one degree (1°) (equal to 4 inches per 20 feet).

H. Pipe barrel bending shall not be allowed.

I. Before backfilling, install concrete thrust blocking and anchor collars in accordance with the project specific and/or City Engineering Standard Details on Plans and in accordance with SECTION 4100 Installation of Water Pipe, Fittings and Materials. Thrust blocking shall be designed based on pressures of at least 25 percent greater than the maximum pump design shutoff head plus a water hammer allowance with an appropriate factor of safety.

J. All force mains shall be equipped with a Pig Launch & Retrieval System. Refer to City Engineering Standard Details.

K. Sewer line pipeline markers shall be installed beside all manholes and valve boxes that are located in easements and backyards. Manholes and valve boxes located in front yards and in streets do not require markers.

L. Test the pipeline per Section 5200-Inspection and Testing of Sewer Lines, Manholes, and Service Lines.

M. After the pipeline is installed and visually inspected by the Engineer, backfill the trench per Section 2300-Excavation, Backfilling, and Compacting. Repair all pavements per Section 6000-Pavement Repair. Repair all incidental damage to buildings, structures, utilities, pavements, landscaping, etc.

N. Repair sodded and grass areas to original condition.

3.07 WATER LINE CROSSINGS

A. Sewer lines installed under a water line must have a clear distance between pipes of at least eighteen (18) inches.

B. The sewer line shall be installed such that a joint of pipe is centered along the water line and the joints are as far as possible from the water line.

C. If 18-inches of clearance cannot be provided or when the water main must pass under the sewer main, either the sanitary sewer main or the water main shall be encased in twenty (20) feet of watertight encasement pipe, centered over the point of crossing. Crossings that are not perpendicular will require more than twenty (20) feet of encasement. The encasement shall extend a minimum of ten (10) feet perpendicular from the outside edges of the line that is not being encased. The ends of the encasement pipe shall be sealed watertight. If the water main passes under the sewer main, 18-inches of clearance is still required between pipes. Refer to Section 3400 – Steel Encasement Pipe.

3.08 STORM SEWER CROSSINGS

A. For maintenance purposes, sanitary sewers will be encased in steel encasement pipe wherever the sanitary sewer crosses significant utilities, significant drainage way(s), or other significant obstacles as determined by the design provided by the Engineer of Record or as requested by the designated City engineer.

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END OF SECTION 3100

SECTION 3200 INSTALLATION OF SEWER SERVICE LINES

PART 1 - GENERAL

1.01 WORK INCLUDED

A. This section covers:

1. Installation of sanitary sewer service lines.

2. Point repairs on existing sanitary sewer service lines.

1.02 DEFINITIONS

A. City Sewer Main - A public sanitary sewer in which all owners of abutting properties have equal rights and is maintained and controlled by the City of Fayetteville. No sewer line smaller than six (6) inches in diameter is a city sewer.

B. Service Line - The sewer which conveys the discharge from a building's plumbing system or other approved waste system to the city sanitary sewer system. The service line begins at the connection to the city sanitary sewer and ends at the building foundation.

1.03 GENERAL REQUIREMENTS

A. Comply with the Arkansas Plumbing Code, the City of Fayetteville Codes and requirements and as specified elsewhere within these Specifications.

1.04 QUALITY ASSURANCE

A. Inspect all service lines per Section 5200 - Inspection and Testing of Sanitary Sewer Pipelines, Manholes, and Service Lines.

1.05 REFERENCES

A. Arkansas State Plumbing Code.

B. City of Fayetteville Ordinance Chapter 173 BUILDING REGULATIONS including but not limited to 173.06 Plumbing Code.

PART 2 - PRODUCTS

A. Specified elsewhere within these Standards.

PART 3 - EXECUTION

3.01 ADDITIONAL REQUIREMENTS

A. Bends

1. Avoid using short radius ninety degree bends on 4" service lines.
2. Use only long sweep bends where bends are absolutely necessary.

B. Cleanouts

1. At the building foundation.
2. On lines longer than one hundred (100) feet, cleanouts are required at one hundred (100) foot spacing.
3. Install cleanouts adjacent to any ninety degree bend.
4. Install pipe on cleanout riser up to finish grade.
5. The cleanout shall be the same diameter as the pipe on which it is installed.
6. On a case-by-case basis, the City may require a 6-inch thick, 24-inch square concrete collar to be poured around a sewer cleanout for protection in greenspaces.
7. On a case-by-case basis, the City may require a below-grade cleanout with protective vault (Utility Defender or approved equal).

C. Backwater Traps (Sewage check valve)

1. Provide backwater traps as required by Section 715 – Backwater Valves of the Arkansas Plumbing Code or as shown on the Drawings.
2. Place backwater traps in a meter box to allow periodic servicing.

D. Aerial Crossings and Piers

1. Comply with Section 3100.

E. Service line installation.

1. Lay the service line on a straight alignment and at a constant slope. Install pipe at a minimum slope of one percent (1.00%); this equal's one-eighth inch fall per lineal foot (1/8" / LF).

2. Install bends on 4" service lines at all changes in alignment and slope. Cleanouts are required at 90 degree bends and every 100 feet on lines longer than 100 feet. Bends on 6" and larger service lines are only permitted within 5 feet of the building foundation and 2 feet of the manhole being connected to; if longer than 150 feet, bends are not allowed and manholes must be built.

3. "No-Hub" type pipe connections are not permitted.

F. Reinforced Flexible Rubber Couplings

1. Install a reinforced flexible rubber coupling only where dissimilar pipe materials are mated.
2. Take care that proper alignment is maintained.
3. Encase reinforced flexible rubber coupling in Class 1 concrete as shown on the City Engineering Standard Details.

G. Tracer wire shall be installed from the public main to the building foundation and as further specified elsewhere.

3.02 SERVICE LINE CONNECTIONS TO CITY SEWER PIPELINES

A. Wye connection - Use existing wye or other prefabricated outlet if one has been left in the city sewer for sewer service to a lot unless it can be shown that the dwelling unit or building cannot drain by gravity to the wye.

B. Taps

1. Where a wye or other prefabricated outlet in the city sewer is not available to serve a lot, a tap connection shall be installed at a location approved by the City to connect the building sewer to the city sewer.
2. The City shall install all taps using approved materials and equipment after the tap fee has been paid.

C. Manhole Taps

1. Manhole taps are only permitted on end-of-line manholes. Make manhole tap connections into existing manholes as indicated on the Drawings.
2. Install manhole taps no more than twenty-four (24) inches above the manhole invert.
3. Make manhole tap watertight and flush with inside surface of manhole.
4. Manhole taps are considered as part of the service line and are subject to inspection.

3.03 SERVICE LINE REPLACEMENT/REPAIRS

A. Obtain permit per City of Fayetteville requirements.

B. When possible, the existing tap or wye should be used to connect a repaired or replaced service line.

C. When the existing wye or tap cannot be used, then the Contractor shall seal original wye or tap (to prevent entrance or rainwater or debris into the city sewer) and contact the City of Fayetteville to arrange for inspection of seal.

D. Repair damaged portion in accordance with these specifications.

E. If reinforced flexible rubber couplings are required, be sure to encase them in Class 1 Concrete as shown in the City Engineering Standard Details.

F. Contact the City of Fayetteville to arrange for inspection of service line repair.

3.04 RELOCATE SERVICE EXIT

A. Obtain Plumbing Permit from the City of Fayetteville.

B. Relocate where the sanitary sewer line exits the structure and plug the old sewer line where it was cut to be rerouted.

C. Coordinate the inspection of the work with the City Plumbing Inspector.

END OF SECTION 3200

SECTION 3300 MANHOLES

PART 1 - GENERAL

1.01 WORK INCLUDED

A. This section covers the materials and procedures used in the construction and repair of sanitary sewer manholes.

1.02 SUBMITTALS

A. Furnish Shop Drawings and Submittal Data for approval prior to the delivery of any pre-cast manhole sections.

B. Submit all materials for approval.

1.03 MANHOLE DIMENSIONS AND LAYOUT

A. The required dimensions on manholes are:

1. Cone section height: 24 inches, minimum; 36 inches, maximum.

2. Throat section height: 18 inches, maximum.

B. Locate the manhole so the centerlines of all pipelines entering and leaving pass through the center of the manhole.

C. The following are minimum manhole diameters for sanitary sewers entering/exiting a manhole at the following range of angles:

MANHOLE DIAMETERS

Pipe Size	Pipes Entering/Leaving at 0° - 45° Bend	Pipes Entering/Leaving at 45° - 90° Bend
8” - 15”	48”	48”
16” - 30”	60”	60”
33” - 42”	72”	72”

PART 2 - PRODUCTS

2.01 WATER FOR MORTAR AND GROUT

A. Water: Potable water free from injurious amounts of acids, alkalis, oils, sewage, vegetable matter, and dirt.

2.02 CEMENT

A. Portland Cement, conforming to AASHTO M 85, Type I.

2.03 MANHOLE GROUT

A. Cementitious non-shrink grout for use in manholes shall be one specially formulated for stopping active infiltration and filling voids in manholes and similar locations. Grout mix shall provide a quick-setting, volume-stable, cementitious product suitable for patching the interior of manholes when mixed and applied according to the manufacturer's recommendations. Grout mix shall be Strong Seal QSR.

2.04 CAST-IN-PLACE MANHOLES

A. Construct with Class 1 concrete only as outlined in Section 3600 - Cast-In-Place Concrete.

B. Reinforcement shall be as outlined in Section 3600 - Cast-In-Place Concrete.

C. The frame for the cover shall be installed when the manhole is constructed.

2.05 PRECAST CONCRETE MANHOLES

A. Conform to the latest requirements of ASTM C478.

B. Never transport sections to the site until they have achieved a minimum strength of 3,200 psi (80% of 4,000 psi design) as determined by a concrete cylinder test for the concrete batch.

C. Mark each piece plainly with manhole numbers and date of manufacture so it can be installed in the proper location, as shown on the plans.

D. Make sure factory-installed cutouts in the bottom section are appropriate for the pipe being laid.

E. Pipe connections at manhole - Cutouts should be equipped with rubber boots to ensure a watertight connection. Material shall be A-Lok compression connector or A-Lok G3 Boot System, as manufactured by A-Lok Products, Inc.

F. Joint Sealant - Flexible rubber sealant for joints in pre-cast manhole sections shall provide permanently flexible watertight joints, shall remain workable over a wide temperature range and shall not shrink, harden or oxidize upon aging. Material shall be RFS Prelubricated Gaskets by Press-Seal Gasket Corporation and shall meet ASTM C 443 and ASTM C 1619 (Classes C and E) requirements.

G. No supplemental joint sealant material is permitted.

H. All manhole joints shall be sealed with a 9-inch wide butyl external joint wrap material. Material shall be Infi-Shield® Gator Wrap by Sealing Systems, Inc.

I. The frame for the cover shall be installed after the cone section is installed in the field.

1. Joint surfaces between the frame, adjustments, and cone section shall be free of dirt, stones, debris, and voids to ensure a watertight seal. Place a flexible butyl gasket joint material, E-Z STIK as manufactured by Press-Seal Gasket Corporation, minimum 1/2 inch thick, in two concentric rings along the inside and outside edge of each joint. Position the butt joint for each length of joint material on opposite sides of the manhole. No steel shims, wood, stones, or any material not specifically accepted by the Engineer may be used to obtain final surface elevation of the manhole frame.

2. All grade adjustments, the exterior surfaces of the frame base, and four inches below the top of the manhole cone shall be cleaned with a wire brush and then waterproofed with trowelable bitumastic gasket material, Trowelable EZ-STIK #3 as manufactured by Press-Seal Gasket Corporation, or equal, in accordance with the manufacturer's specifications. A protective polyethylene cover shall be placed over the waterproofing material when backfilling, following sealing of the frame to the manhole. Trowelable bitumastic gasket material is not required if no grade adjustment rings are used.

3. When grade adjustment rings are placed on the manhole structure to obtain proper grade, no more than 18 vertical inches from the top of the frame to the top of the manhole cone may be used.

J. <u>REJECTION OF PRECAST MANHOLE SECTIONS</u>

Precast reinforced concrete manholes, risers and tops shall be subject to rejection for failure to conform to any of the following specification requirements:

1. Fractures or cracks passing through the shell, except for a single end crack that does not exceed the depth of the joint;
2. Defects that indicate imperfect proportioning, mixing and molding;
3. Surface defects indicating honeycombed or open texture;
4. Damaged ends, where such damage would prevent making a satisfactory joint;
5. Infiltration into manhole exceeding allowed limits;
6. The internal diameter of the manhole section shall not vary more than one (1) percent from the nominal diameter;
7. Not clearly marked date of manufacturer, trade name, size designation part number, and ASTM number;
8. Having a deviation more than 1/4" from the straight edge at any point across the top of manhole cone section or riser ring; and/or
9. Having any visible steel bars along inside or outside surface of the manhole except for reinforcement stirrups or spacers used to position the cage during manufacture.

2.06 CORROSION PROTECTION

A. Manholes located on 15-inch and larger sewer lines shall be epoxy coated on the interior.

B. Manholes on sewer lines within 100 feet of a 15-inch and larger sewer line shall be epoxy coated on the interior.

C. The products shall only be applied by personnel thoroughly familiar with handling of the coating material, and in accordance with the manufacturer's specifications, recommendations and requirements.

1. Raven Ultra High-Build Epoxy Coating, designated as Raven 405, with an average thickness of 100 mils and a minimum thickness of 80 mils.

2. Warren Environmental Systems, designated as S-301, with an average thickness of 100 mils and a minimum thickness of 80 mils.

3. Tnemec Permasheild series systems may be submitted by the Engineer of Record for City review and approval.

3. All epoxies shall meet the following minimum requirements:

Flexural Strength	ASTM D790	6,000 psi
Compressive Strength	ASTM D695	8,000 psi
Tensile Strength	ASTM D638	4,000 psi
Tensile Elongation	ASTM D638	4%
Adhesion	ASTM D4541	Concrete Substrate Failure

D. Any damage to an epoxy system on existing manholes shall be repaired by the City at the expense of the contractor.

E. The installation of the interior manhole corrosion epoxy for Capital Improvement Projects shall be a separate pay item further defined in the subsequent measurement and payment specifications prepared by the Engineer of Record.

2.07 MANHOLE DROP

A. Drop on the outside of the manhole: Concrete encased PVC pipe and fittings as specified in Section 3000 – Sewer Pipe, Fittings, and Materials.

2.08 STANDARD MANHOLE FRAME AND COVER

A. Covers located on manholes owned by the City of Fayetteville, generally within the Fayetteville City Limits, shall have the words FAYETTEVILLE ARKANSAS SANITARY

SEWER and PERMIT REQUIRED CONFINED SPACE cast in the top. Also, include two closed pick holes in top side of cover.

B. Covers located on manholes operated and maintained by the City of Fayetteville, generally outside the Fayetteville City Limits, shall have the words SANITARY SEWER and PERMIT REQUIRED CONFINED SPACE cast in the top. Also, include two closed pick holes in top side of cover.

C. Minimum combined weights of the manhole frame and cover is 210 pounds. Minimum cover weight is 110 pounds. Minimum frame weight is 100 pounds.

D. All casting shall be Traffic- rated meeting the requirements of AASHTO M306 latest edition proof load representing a 2.5 safety factor over H-20 and HS-20 loading.

E. All castings shall be cast with the approved foundry's name, manufacturing foundry mark, part number, and production date in mm/dd/yy format. All castings shall be manufactured in the USA and shall be clearly marked "Made in USA."

F. All castings: Free from porosity, blowholes, hard spots, shrinkage, distortion and other defects; smooth and well cleaned by sandblasting; manufactured true to pattern.

G. Frame and cover dimensions: Refer also to the City Engineering Standard Detail Drawings. Final casting dimensions may vary one-half the maximum shrinkage possessed by the metal or no more than +/- 1/16 inch per foot.

H. Cover and frame bearing surface: smooth finish, non-rocking design or machined bearing surfaces to prevent rocking and rattling under traffic.

I. Cast Iron: ASTM A 48, Class 35B.

J. Ductile Iron: ASTM A 536, Grade 80-55-06.

K. Approved manufacturers East Jordan Iron Works and Neenah/Deeter Foundry.

K. If requested by the City, manholes shall be provided with composite (non-metallic) ring and lid to avoid corrosion. Exact product must be reviewed and approved prior to installation, on a case-by-case basis. Lid must be capable of locking shut and have metal tracing element.

2.09 HINGED AND GASKETED MANHOLE FRAME AND COVER

A. Manhole frame shall be cast or ductile iron. Manhole cover shall be ductile iron. Seal shall be by replaceable t-gasket. T-gaskets are required.

B. Covers located on manholes owned by the City of Fayetteville, generally within the Fayetteville City Limits, shall have the words FAYETTEVILLE ARKANSAS SANITARY

SEWER and PERMIT REQUIRED CONFINED SPACE, or CONFINED SPACE ENTRY PERMIT REQUIRED cast in the top.

C. Covers located on manholes operated and maintained by the City of Fayetteville, generally outside the Fayetteville City Limits, shall have the words SANITARY SEWER and PERMIT REQUIRED CONFINED SPACE or CONFINED SPACE ENTRY PERMIT REQUIRED cast in the top.

D. Hinged and gasketed manhole frame and cover shall open to, or past, 90° and have a safety stop at 90°.

E. All casting shall be Traffic- rated meeting the requirements of AASHTO M306 latest edition proof load representing a 2.5 safety factor over H-20 and HS-20 loading.

F. All castings shall be cast with the approved foundry's name, manufacturing foundry mark, part number, and production date in mm/dd/yy format. All castings shall be manufactured in the USA and shall be clearly marked "Made in USA."

G. All castings: Free from porosity, blowholes, hard spots, shrinkage, distortion and other defects; smooth and well cleaned by sandblasting; manufactured true to pattern.

H. Frame and cover dimensions: Refer to the City Engineering Standard Detail Drawings for EJIW, Neenah similar. Final casting dimensions may vary one-half the maximum shrinkage possessed by the metal or no more than +/- 1/16 inch per foot.

I. Cover and frame bearing surface: smooth finish, non-rocking design or machined bearing surfaces to prevent rocking and rattling under traffic.

J. Cast Iron: ASTM A 48, Class 35B.

K. Ductile Iron: ASTM A 536, Grade 80-55-06.

L. Frame shall be anchored to the manhole cone per the City Engineering Standard Detail.

M. Approved products are East Jordan Iron Works Ergo and Neenah Liftmate.

2.10 MANHOLE STEPS

A. Manhole steps shall NOT be installed in any manholes.

2.11 RUBBER WATERSTOP GASKETS

A. Waterstop gaskets shall be required at **ALL** manhole connections. Manhole seals shall be concrete manhole adapter by Fernco, A-Lok, or approved equal.

2.12 MANHOLE RISER RING

A. Manhole riser rings shall be compatible with the size and type of manhole cover with which it will be used.

B. A maximum of 6 inches of riser rings shall be permitted. Adjustments greater than 6 inches will require grade adjustment rings.

2.13 MANHOLE GRADE ADJUSTMENT RINGS

A. Grade adjustment rings shall be required to adjust the frame and cover to grade as required.

B. Sloped grade adjustment rings may be required to match the slope of paved areas.

C. Grade adjustment rings shall be concrete or injection molded, recycled HDPE as manufactured by Ladtech, Inc.

2.14 RAIN STOPPERS (MANHOLE INSERT)

Rain stoppers shall be installed in all manholes that are located on 15-inch and larger sewer mains when such manholes do not utilize hinged covers complete with gaskets.

Rain stoppers shall be installed in other manholes in locations subject to inflow and infiltration as directed by the City's Utilities Director.

A. Polyethylene Insert

1. The manhole insert shall be of corrosion-proof high density polyethylene that meets or exceeds the requirements of ASTM D1248, Category 5, Type III with a minimum impact brittleness temperature of -180°F.
2. The minimum thickness of the manhole insert shall be 3/16".
3. The manhole insert shall have a strap for removing the insert. The strap shall be made of minimum 1" wide woven polypropylene or nylon webbing, with the ends treated to prevent unraveling, Stainless steel hardware shall be used to securely attach strap to the insert.
4. The manhole insert shall have one or more vent holes or valves to release gases and allow water inflow at a rate no greater than 5 gallons per 24 hours. The valve shall be installed by the manufacturer at the factory.
5. There shall be a minimum 10-year warranty on the body of the dish and a 5-year warranty on all other parts of the insert.
6. The insert shall have proof of durability in traffic impact loads and shall have an Engineer certified proof test passing H-20 loading.

B. Stainless Steel

1. Stainless steel inserts shall be installed at locations with pipe size diameters of outfalls 15 inches or greater where a hinged/gasketed lid is not present.

2. Insert shall be 304 stainless steel.
3. The manhole insert shall be as manufactured by “No Flow In FLOW” located in San Antonio, Texas.

PART 3 - EXECUTION

3.01 MANHOLES – GENERAL

A. Perform excavation and prepare base area in accordance with Section 2300 - Excavation, Backfilling, and Compacting.

B. Never install base in a water filled excavation.

C. Place base per the City Engineering Standard Detail Drawings and Section 3600 - Cast-In-Place Concrete. Extend base a minimum of six inches beyond finished sides of manhole.

D. Extend all pipes entirely through the manhole wall so that a joint occurs no closer than 24 inches outside the manhole wall.

E. Pipe installed for future extensions shall have one full joint of pipe installed.

F. After manhole is constructed, wait no less than 48 hours, then backfill per Section 2300 - Excavation, Backfilling, and Compacting.

3.02 CAST-IN-PLACE MANHOLES

A. Dimension and layout: Per City of Fayetteville Engineering Detail Drawings and Tables. The top section or cone must be concentric with the barrel unless otherwise noted.

B. The frame shall be set in accordance with City of Fayetteville Engineering Details. The frame shall be installed to match the slope of paved areas.

C. Install rubber waterstop gaskets in the walls around all pipes.

D. Interior finish: Smooth, free of fins or sharp edges.

E. Flow channels shall be shaped and formed in each manhole to provide a smooth transition of flow from all inlets to the outlet. The bench wall shall be formed from the center of the manhole to the outlet pipe in the shape of a "U" as shown in the City Engineering Standard Details.

F. Care should be taken to prevent the end of the pipe from deflecting, due to loads imposed by the weight of the concrete.

G. Construction joints on manholes of excessive depth shall be connected with reinforcement approved by the Engineer.

3.03 PRECAST MANHOLES

A. Dimension and layout: Per City Engineering Detail Drawings. The top section or cone must be concentric with the barrel unless otherwise noted.

B. The bottom section for pre-cast manholes shall be manufactured as an integral part of the manhole base slab.

C. Install remaining sections in a truly vertical plane.

D. The frame shall be set in accordance with City Engineering Details. The frame shall be installed to match the slope of paved areas. In greenspaces, grout around the outside of frame per standard details.

E. Fill space between pipe and periphery of cutout on the interior of the manhole with non-shrink grout from the bottom of the invert to the spring line of the sewer pipe (1/2 pipe depth).

F. Grout joints between sections, interior only.

G. Interior finish: smooth, free of fins or sharp edges.

H. Flow channels shall be shaped and formed in each manhole to provide a smooth transition of flow from all inlets to the outlet. The bench wall shall be formed from the center of the manhole to the outlet pipe in the shape of a "U" as shown in the City Engineering Standard Details.

I. Grout and/or plug lifting holes for manholes.

J. All manhole joints shall be sealed with an external joint wrap material.

3.04 DROP MANHOLES

A. Install a drop manhole when the vertical difference between the pipe entering and leaving the manhole exceeds two (2) feet.

B. Construct manhole base, barrel, and top per the requirements for cast-in-place or pre-cast manholes.

C. Construct drop of PVC pipe and fittings per City Engineering Standard Details.

D. Encase the pipe and fittings in Class 1 concrete as per City Engineering Standard Details.

3.05 MANHOLE FRAME AND COVER

A. Set the manhole frame for Cast-In-Place manholes in Class 1 concrete as shown on the Standard Details as an integral part of the manhole construction.

B. Set manhole frame and cover top level and to the elevation shown on the Drawings. In public rights-of-way, set the ring and cover flush with pavements, sidewalks, or other paved surfaced areas.

3.06 MANHOLE INVERT

A. Invert depth at the flow line: the same as the pipe diameter.

B. In curved inverts, make curves with the longest possible radius to facilitate smooth flow and the insertion of cleaning and televising equipment.

C. Flow channels shall be shaped and formed in each manhole to provide a smooth transition of flow from all inlets to the outlet. The bench wall shall be formed from the center of the manhole to the outlet pipe in the shape of a "U" as shown in the City Engineering Standard Details.

D. Invert materials and finish: Class 1 Concrete, smooth finish.

E. Invert grade: Constant, smooth grade; no offsets.

F. Bench: Slope grout upward from the edge of the invert to the manhole wall.

G. Form a flow channel in the bench for any services stubbed into manhole. Form invert and finish per above.

H. Cut the upper half of any pipe extending inside the manhole wall flush with the wall. Smooth rough edges with grout.

3.07 MANHOLE REPAIRS

A. Make all repairs in accordance with these specifications.

B. Use manhole grout in patching around new taps.

C. Plaster all brickwork with mortar.

3.08 MANHOLE ADJUSTMENTS

A. Manhole riser rings may be used to raise manhole covers to grade.

B. Manhole riser rings shall be sealed with Adeka P-201 or Manus-Bond 75AM to create a water tight seal.

C. Adjustments greater than 6 inches will require grade adjustment rings in accordance with project specific approved details.

D. The exterior surfaces of the frame base, and four inches below the top of the manhole cone shall be cleaned with a wire brush and then waterproofed with trowelable bitumastic gasket material, Trowelable EZ-STIK #3 as manufactured by Press-Seal Gasket Corporation, 9-inch wide butyl external joint wrap material in accordance with the manufacturer's specifications. A protective polyethylene cover shall be placed over the trowelable waterproofing material when backfilling, following sealing of the frame to the manhole.

E. The throat section height shall not exceed 18 inches. The throat section shall be defined as the distance from the bottom of the integral cast manhole ring to the top of the manhole cover.

F. If a manhole cannot be raised to grade using riser rings or grade adjustment rings then the manhole must be cut-off below the existing cone section and raised to grade using cast-in-place methods. A 1-inch square keyway shall be cut into the cold joint surface, and #4 rebar placed every 12-inches around circumference of cold joint. The rebar shall be doweled and epoxied 6-inch depth in to existing manhole and 6-inches into new poured section. See standard details.

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END OF SECTION 3300

SECTION 3400 BORES AND STEEL ENCASEMENT PIPE

PART 1 - GENERAL

1.01 WORK INCLUDED

A. Provide encasement pipe jacked through bored tunnel for crossing of utility pipe lines under roadways, railroads and at other locations as indicated on the approved drawings.

B. Provide encasement pipe by open cut construction where shown on the Drawings.

C. Pulling or jacking carrier pipe through encasement pipe.

D. Providing end seals at ends of encasement pipe.

1.03 REFERENCES

A. American Society for Testing and Materials (ASTM):

1. ASTM A139 Specification for Electric-Fusion (Arc) - Welded Steel Pipe (sizes 4" and over).

2. ASTM A211 Specifications for Spiral-welded Steel or Iron Pipe.

B. American Welding Society (AWS):

1. AWS D1.1 Structural Welding Code.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Encasement pipe: Smooth wall steel pipe conforming to ASTM A-53 / ASTM A283 / ASTM A-135, Grade B, CW, physical tests only (no hydrostatic test required). The pipe shall have beveled ends prepared for welded joints. The pipe steel shall have a minimum yield strength of 35,000 psi.

B. Welding materials: Type required for materials being welded and conforming to applicable AWS Specifications.

C. Grout: Cementitious grout shall consist of a preblend of lightweight aggregate, cement, fly ash and admix to prevent segregation and promote expansion upon setting. Loose bulk density for the dry mix materials shall be 30 to 35 pounds per cubic foot. Grout shall equal or exceed Strong-Seal Grout 250 - Product Code 2133 and shall be packaged in 2 cubic foot bags.

D. Flowable Fill: Flowable fill shall conform to Section 206 – Flowable Select Material of the Arkansas State Highway and Transportation Department's Standard Specifications for Highway Construction, latest edition.

E. Casing Spacers: Shall be stainless steel, Cascade Model CCS as manufactured by Cascade Waterworks Mfg. Co., BWM Company.

F. Casing End Seals: Casing end seals shall be watertight, interconnected mechanical-type, interior to the encasement between the encasement and carrier pipe. Casing End Seals shall be Link-Seal by GPT Industries, or Wrap-It Link by CCI Piping Systems..

G. Polyethylene Encasement: Polyethylene encasement shall be in conformance to ANSI/AWWA C105/A21.5, latest revision.

2.02 MINIMUM THICKNESS

A. The encasement pipe shall be capable of supporting all traffic and earth loads. The Contractor shall submit design calculations supporting the selection of the encasement pipe thickness used.

B. Minimum thickness for encasement shall be as follows:

Diameter of Casing Pipe	Minimum Thickness
20" OR LESS	.250"
24" – 30"	.375"
36"	.500"
48" – 60"	.625"
72"	.750"

Sizes not listed above shall be determined on an as-needed basis by the City.

C. When boring under railroad right-of-way, minimum thickness shall be determined by railroad standards.

2.03 MINIMUM DIAMETER

A. The minimum diameter for encasement pipe shall be such that the carrier pipe, along with casing spacers and joint restraints, will not bind against the inside of the encasement pipe during installation. The minimum diameter of encasement pipe shall be as follows:

Diameter of Carrier Pipe	Diameter of Encasement
2"	5"

3”	6”
4”	8”
6”	12”
8”	16”
10”	20”
12”	24”
14” – 16”	30”
18” – 20”	36”
24”	42”
30”	48”
36”	54”
42”	60”
48”	72”

3.01 EXCAVATION

A. The contractor shall inspect the location where encasement structures are to be installed and become familiar with the conditions under which the work will be performed and with all necessary details as to the orderly prosecution of the work.

B. The contractor shall satisfy themselves of soil conditions by means they deem necessary including but not limited to exploratory boring or exploratory pit excavations at tunnel/bore ends. All such exploratory work will be coordinated with City and the engineer of Record. All such exploratory work shall be performed in a manner not to endanger highway, railroad or street fill and embankments and shall be satisfactorily backfilled and restored.

C. Highway Bore: Do not set up equipment or begin excavating pit on state highway without written permission/permit received from the Arkansas Highway and Transportation Department District Engineer or his authorized representative.

D. Railroad Bore: Do not set up equipment or begin excavating pit on or near railroad property without written permission/permit of the respective railroad company.

E. Highway and railroad permits for Capital Improvement Projects will be obtained by the City or the City’s designated representative.

3.02 INSTALLATION, ENCASEMENT PIPE

A. General.

1. Install encasement pipe at grade and alignment shown on Drawing. Allow for height of casement spacers when establishing grade for gravity line encasement pipe. Refer to City Engineering Standard Details.

2. When indicated on the approved plans or project specifications all street, roadway and highway crossings for water or sewer pipelines installed by jacking and bore methods shall be accordance with AHTD standards.

3. Excavation of bore pits and trenches within street right-of-way, roadways or highways shall be of sufficient distance from paving to permit traffic to safely pass without interference. The Engineer of Record shall be responsible to design the location of bore pits to permit traffic to safely pass without interference.

B. Bores:

1. Excavate pits and trenches required at each side of crossing to minimum width and length indicated or necessary for boring and jacking operation and carrier pipe installation.
2. Carefully set steel guide rails in pit to attain specified grade and alignment.
3. Keep pit pumped free of standing water. Maintain pit bottom to provide stable base for rails and equipment and firm footing for workmen.
4. Provide Trench Safety/Protective Systems meeting Federal requirements and these Specifications.
5. Bore tunnel and simultaneously jack encasement pipe forward one section at a time. Connect sections by full penetration butt welding performed in accordance with AWS D1.1.
6. Remove excavated soil from boring operation as it enters pit and dispose of it offsite.
7. Voids between the encasement pipe and the surrounding soil shall be pressure filled with grout.
8. Cathodic protection shall be installed on the steel encasement pipe. Use 17# HP magnesium anodes bonded to the steel encasement pipe.
9. End seal shall be installed after the carrier pipe has been installed.

C. Open Cut:

1. Excavate trench as required.
2. Steel encasement pipe shall be installed, bedded, and backfilled the same as ductile iron pipe.
3. Steel encasement pipe shall be double poly wrapped.
4. Cathodic protection shall be installed on the steel encasement pipe. Use 17# HP magnesium anodes bonded to the steel encasement pipe.
5. End seal shall be installed after the carrier pipe has been installed.

3.03 INSTALLATION, CARRIER PIPE

A. Joint pipe as specified in Section 3100 or 4100. Pull or jack carrier pipe through encasement pipe. Do not allow cables or jacks to be in direct contact with carrier pipe while pulling or jacking pipe. Use timber or padded steel member.

B. A minimum of three casing spacers shall be installed on pipe up to 20-foot pipe joints.

C. All carrier pipe installed through the encasement shall be fully restrained. Over-belling of the carrier pipe shall be prevented.

3.04 BACKFILL

A. Prior to backfill, seal ends of encasement pipe with end seal as shown in the City Engineering Standard Details.

B. Use material excavated from pit.

C. Backfill against ends of encasement pipe.

D. Backfill pit and carrier pipe in same manner as specified in Section 2300 – Excavation, Backfilling, and Compacting.

3.05 CLEANUP

A. Backfill in same manner as specified for line work in Section 2300 - Excavation, Backfilling and Compacting.

B. Cleanup and restoration as specified in Sections 6000 PAVEMENT REPAIR and 6100 LAWN AND GRASS RESTORATION.

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END OF SECTION 3400

SECTION 3500 SEWER PUMP (aka LIFT) STATIONS

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS

A. This Section pertains to the minimum requirements for the design and construction of submersible type pump (aka lift) stations, which are the primary type constructed as part of private development. Sewer pump stations installed by private development will meet or exceed the minimum standards within this section and as otherwise specified within these Standards.

Comply with the "Ten States Standards" and modifications and/or additional requirements as specified herein.

Sewer pump stations, for City Capital Projects will comply with this section and any other requirements determined necessary by the Engineer of record, or Utilities Director, or the City's designated engineer. Sewer pump stations for City Capital Projects will further be considered on specific case by case basis in accordance with Section 1000 General Requirements. Approval will be project specific and requires approval from both the Utilities Director and the designated City engineer.

B. A registered Civil Engineer shall seal the civil portion of the drawings. A registered Electrical Engineer shall seal the electrical portion of the drawings. All engineers shall be registered in the State of Arkansas.

C. These Standard Specifications provide the minimum requirements for sewer pump stations. The pump station dimensions, equipment, controls, etc. will be approved only upon the submittal of plans and specifications to the City, and upon the City's written approval.

D. Pump Stations, in general, shall be submersible type pump capable of passing a 3 inch (minimum) sphere. Multiple pumps shall be provided. Where only two pumps are provided, the pumps shall be of the same size with one (pump and motor) designated as duty and one (pump and motor) designated as stand-by with each pump capable of pumping the design flow for the proposed development (including provisions for future phases of the initial proposed development) with a minimum pumping capacity of 100 gpm each under site operating conditions. Firm capacity and one minimum standby pump shall be provided, pumps shall have the capacity such that with any one pump out of service the remaining pump(s) will have the capacity to pump the design hourly flow. Further the pump station will include: wet basin, separate valve pit, valves, piping, hatches, guide rails, pump removal components, control center, level controls, remote monitor package, interconnecting electrical wiring, incoming power and communications supply, and all other features regularly and normally required as a part of a complete and functional facility. All work shall be in accordance with site requirements, details in the Drawings, the Engineer of Record's design, these Standards and the manufacturer's recommendations.

E. All Pump Stations shall be designed for and operate on 480 V, three (3) phase power. No deviation from this requirement shall be permitted without the express prior written approval of the City.

F. The station shall be equipped with a remote monitor capable of monitoring the status of the lift station and communicating with the City's existing SCADA system housed at the Noland and West Side WWTP. This system shall be purchased and installed by the City at the developer's or contractor's expense.

G. All of the mechanical and electrical equipment shall be an integral package supplied by the pump manufacturer with local representation so as to provide undivided responsibility. Pumps, motors and appurtenance mechanical and electrical equipment shall be Fairbanks Morse Pump equipment or Flygt Pump equipment and further comply with other specific requirements set forth herein and in the approved plans.

H. The Contractor shall submit to the City for review and approval three (3) sets of shop drawings, detailed specifications, pump warranty, and performance characteristics for all of the equipment and fixtures to be furnished and installed. The Shop Drawings and equipment data shall be submitted with a cover letter, Contractor’s stamp of approval, and Engineer’s stamp of approval indicating that he has reviewed, checked, and approved the data submitted. The City will review the submittal and render a decision in writing as to the acceptability of the equipment. Without prior written City approval, the item of work may not be accepted.

I. Any exceptions to this Standard or associated approved Plans shall be submitted in writing and clearly stated. The exceptions must be approved by the City prior to proceeding with the work.

J. All mounting and fastening hardware shall be stainless steel.

K. All components of the pump station that are exposed to weather shall be constructed of material that is resistant to corrosion and will not require surface protection throughout the expected life of the lift station. In general, these materials are stainless steel, aluminum, fiberglass reinforced polyester (FRP), and ultraviolet stabilized PVC.

L. All valves and ductile iron fittings shall be ceramic epoxy coated inside and out. All ductile iron piping coming in contact with wastewater or installed in the wet well, dry well or valve pit shall be coated with epoxy inside and out. Acceptable interior epoxy for ductile iron pipe shall be specifically designed for wastewater environments and shall be Tnemec Series 431 Perma-Shield, or Protecto 401 as determined by the Engineer of Record and approved by the City for the specific project.

M. All stainless steel hardware and accessories shall be protected from field applied coating of the epoxy.

N. Wet well access/hatches shall include an integral safety grate and integral safety chain/rail

system or a separate safety rail system designed by, or selected by, the engineer of Record and approved by the City.

O. Mixers. If the City determines the need for wet well mixing, then the developer's engineer shall accommodate the City's purchase and installation of the mixer and controls, wiring, hoses, and mixer appurtenances (only) within, and connected to, the developer's installed pump station.

1.02 PUMP STATION SITE

A. The pump station site shall have minimum dimensions of 50' x 50' with a maximum cross slope of 5%. The site shall be an all-weather surface consisting of asphalt or concrete. Additional site area may be required depending on the diameter and depth of the wet well and other accessories. Final dimensions of the site shall be determined by the City Engineer.

B. The City of Fayetteville must own the land, by deed and not by plat, on which sewer pump stations are located or anticipated to be constructed.

C. The pump station shall be provided with an access drive to the nearest public road. The access drive shall be an all-weather surface with a stabilized gravel base and asphalt or concrete surface. If the slope is greater than 10%, the surface shall be constructed in such a way that the surface material cannot creep down slope. The drive shall enter the public road at a curb cut.

D. The pump station site shall be secured by a minimum 6' high wooden fence. Posts shall be a minimum of 3" SCH 40 galvanized steel. Gate posts shall be a minimum of 4" SCH 40 galvanized steel. Rails shall be 16-gauge aluminum or galvanized steel, 2" x 4" nominal dimensions. Pressure treated wood shall be installed in the rails to anchor the pickets. All pickets shall be constructed of cedar, and shall be a minimum of 1"x6"x6'. All hardware used to anchor the cedar pickets to the steel rails shall be designated for use with cedar. A 12' wide double gate with lockable hasp shall be provided.

1.03 OPERATING CONDITIONS

A. The characteristics and operating conditions of the lift station and pumps shall be provided in detail as part of the ENGINEER'S design and submitted for approval to the City.

B. Prior to installation the Contractor shall submit the following information for each pump to the City for review and approval:

1. Pump capacity in gallons per minute;
2. Total dynamic head (TDH) and operating RPM; Use C=120 and C=140
3. Motor horsepower;
4. Motor rpm;
5. Motor voltage, phase and cycle;
6. Make and model number; and

7. Pump curves for the pumps to be provided.

C. Pump station acceptance will be based upon pump drawdown tests. The acceptable range is +10% and -5% of the reported pump capacity in GPM. Pump flows outside of this range will result in non-compliance of the standard and the pump station will not be accepted.

1.04 NOTES TO DESIGN ENGINEER

A. SIZING OF WET BASIN

1. The wetwell storage depth below the lowest inlet shall be a minimum of 5'-0" and shall also meet the following criteria:

   a. All pumps OFF shall be set at the pump manufacturer's recommended level but no less than 1'-6" from the bottom of the wet well.

   b. The distance between all pumps OFF and the lead pump ON shall be set to provide storage capacity equal to:

$$\frac{15 \times \text{RATED PUMP GPM}}{4}$$

   (i.e. 15 minute cycle minimum)

   c. Designs utilizing multiple pumps will include the lag pump ON set a minimum of 6" above the lead pump ON and a minimum of 12" below the lowest inlet invert.

   d. The high water alarm float shall be set a minimum of 6" above the lag pump ON and minimum of 6" below the lowest inlet invert.

   e. All level control elevations shall be set below the lowest inlet invert.

1.05 SMALL DIAMETER PRESSURE SEWERS

A. Small diameter pressure sewer systems are not permitted as a Standard Specification.

B. Small diameter pressure sewer systems will be considered on specific case by case basis in accordance with Sections 1000 1.01 B and 1000 1.07 A. Approval will be project specific and requires approval from the Utilities Director.

1.06 PUMP STATION WARRANTY

A. Pump station warranty shall be two (2) years from the date of acceptance per City maintenance bond requirements.

PART 2 – PRODUCTS

2.01 PUMPING EQUIPMENT

A. Pumps shall be of the submersible type for handling raw unscreened sewage. Pump volute, motor and seal housing are to be high quality gray cast iron. Impeller shall be either cast iron or cast bronze of a non-clog design capable of handling minimum three (3) inch sphere solids, fibrous material, heavy sludge, and other matter found in normal sewage applications. Impeller shall have pump-out vanes on the back shroud of the impeller to keep pumped material away from the seal area and increase operating life. Impeller shall be either slip fit or taper fit with key to securely lock the impeller to the driving shaft. The pump volute shall be fit with a replaceable bronze wear ring to minimize wear on the impeller and help achieve longer balanced operating life. All fasteners shall be of stainless steel.

B. All mating surfaces where watertight sealing is required shall be machined and fitted with nitrile rubber O-rings. Sealing shall be accomplished when metal-to-metal contact is made, resulting in controlled compression of the rubber O-rings without requirement of a specific torque limit.

C. The pump shall be provided with a mechanical rotating shaft seal system running in an oil reservoir having separate, constantly lubricated lapped seal faces. The lower seal unit between the pump and oil chamber shall consist of one (1) stationary seat and one (1) rotating ring held in place by its own spring. The lower seal shall be removable without disassembling the seal chamber. The upper seal between the motor and the seal chamber shall be of the same design with its own separate spring system. The seals shall require neither maintenance nor adjustment, but shall be easily inspected and replaceable. The shaft sealing system shall be capable of operating submerged to pressures equivalent to two hundred (200) feet. No seal damage shall result from operating the pump unit out of its liquid environment. The seal system shall not rely upon the pumped media for lubrication.

D. The seal chamber shall also be equipped with a seal failure sensor probe which will sense water intrusion through the lower seal. This sensor is to be connected to an alarm in the control panel to indicate lower seal failure.

E. The stator winding, rotor and bearings are to be mounted in a sealed submersible type housing. Insulation utilized in the stator windings shall be Class H with maximum temperature capability of 155EC. Motor housing shall be filled with a high dielectric oil to give superior heat transfer and allow the bearing to run in a clean, well lubricated environment; or the housing shall be air filled with grease lubricated bearings. The pump and motor are to be specifically designed so that they may be operated partially or completely submerged in the liquid being pumped. The pump should not require cooling water jackets. Stator shall be securely held in place with a removable end ring and threaded fasteners so that it may be easily removed in the field without use of heat or press. Shaft shall be of stainless steel and supported by ball bearings. Motor shall be provided with

heat sensing units attached to the motor windings which shall be connected to the control panel to shut down pump if overheating occurs.

F. Pump motor cable and heat sensor/seal failure sensor cable shall be suitable for submersible pump applications and this shall be indicated by a code or legend permanently embossed on the cable. Cable sizing shall conform to NEC specifications for pump motors and shall be of adequate size to allow motor voltage conversion without replacing the cable. Cable of the proper length shall be provided to eliminate need for splices or junction boxes between pump and "control center". The cable shall enter the motor through a cord cap assembly which is double sealed allowing disassembly and disconnect of the wires and the motor and still not damage the sealed characteristics of the motor housing. Each individual conductor shall be color coded in accordance with generally accepted industry standards. The color coding shall designate the application of the conductor.

G. The pump mounting base shall include adjustable guide rail supports and a discharge connection with a one hundred twenty-five (125) pound standard flange. The base and the discharge piping shall be permanently mounted in place. The base plates shall be anchored in place utilizing epoxy type anchors with stainless steel studs and nuts as manufactured by HILTI Fasteners, Inc.

H. A rail system shall be provided for easy removal of the pump and motor assembly for inspection and service. The system shall not require a man to enter the wetwell to remove the pump and motor assembly. Two (2) rails of two (2) inch stainless steel pipe shall be provided for each pump. The guide rails shall be positioned and supported by the pump mounting base. The guide rails shall be aligned vertically and supported at the top by attachment to the access hatch frame. One (1) intermediate guide rail support is required for each fifteen (15) feet of guide rail length for stainless steel pipe.

I. The pumps shall be equipped with sliding brackets or rail guides. To insure easy removal of the pumps, the rail guides attached to each pump shall not encircle the rails. A stainless steel lifting chain or manufacturer's pump removal system (Flygt Lift) of adequate length for the basin depth shall be provided for each pump. Each pump shall be equipped with a permanent, stationary lifting handle with a minimum clearance of 12" between the top of pump and bottom of handle.

J. The rails and the rail guides shall function to allow the complete weight of the pumping unit to be lifted on dead center without binding and stressing the pump housing. The rail system shall function to automatically align the pumping unit to the discharge connection by a simple downward movement of the pump. No twisting or angle approach will be considered acceptable. The actual sealing of the discharge interface may be of the metal-to-metal contact. No sealing gaskets will be permitted.

K. Pump warranty shall be provided by the pump manufacturer and shall warrant the units being supplied to the Owner against defects in workmanship and materials for a period of five (5) years under normal use, operation and service. The warranty shall be in printed form and apply to all similar units. A copy of the warranty statement shall be submitted

with the approval drawings.

2.02 BASIN, VALVE PIT AND ACCESSORIES

A. The basin and valve pit are to be constructed of precast concrete meeting the requirements of ASTM C-478. Cast-in-place monolithic structures may be substituted with the prior written approval of the City. Minimum valve vault and wetwell diameter shall be 6'-0'. The actual arrangement of the structures are to be as shown in the approved Plans. The wetwell basin top shall be provided with a six (6) inch stainless steel vent having a downward pointing inlet and screen over the inlet opening.

B. The basin, valve pit, flat tops, and base slabs are to be constructed of precast or cast-in-place reinforced concrete manhole sections conforming to ASTM C-478. All joints between precast sections shall be made with an approved rubber O-Ring in accordance with ASTM C-443 and a 1/2 inch diameter non-asphaltic mastic conforming to AASHTO M-198 and Federal Specification SS-521-A. All manhole joints shall be sealed with an external joint wrap material. Material shall be 9-inch width Infi-Shield® Gator Wrap by Sealing Systems, Inc. In addition, the outside wall below grade is to be coated with bituminous waterproofing material. The top and bottom of the chambers shall be precast or may be poured in place concrete if approved by the City Engineer.

C. The wetwell pump basin and the valve pit chamber shall be enclosed at grade level with a reinforced concrete pad rectangular in shape and extending a minimum of 1'-0' from the chambers outside dimension.

D. All concrete surfaces within the wet well shall be coated with one of the products listed below. These products shall only be applied by personnel thoroughly familiar with handling of the coating material, and in accordance with the manufacturer's specifications, recommendations and requirements.

1. Raven Ultra High-Build Epoxy Coating, designated as Raven 405, with an average thickness of 100 mils and a minimum thickness of 80 mils.

2. Warren Environmental Systems, designated as S-301, with an average thickness of 100 mils and a minimum thickness of 80 mils.

3. The above epoxies shall meet the following minimum requirements:

Flexural Strength	ASTM D790	6,000 psi
Compressive Strength	ASTM D695	8,000 psi
Tensile Strength	ASTM D638	4,000 psi
Tensile Elongation	ASTM D638	4%
Adhesion	ASTM D4541	Concrete Substrate Failure

4. A Tnemec system to include Tnemec Series 434 Permashield with a topcoat of Tnemec Series 435 Perma Glaze will be reviewed on specific projects as an approved equal.

E. The pump supplier shall provide an aluminum two (2) door access hatch frame and door assembly to be installed in the concrete basin top. This door assembly shall provide access for removal of the pumps and shall support the guide rails. The doors shall be provided with lifting handle, safety latch to hold door in the open position and a hasp suitable for padlock. The doors shall have a nonskid finish and be designed for light, medium, or heavy duty, depending on the location of the pumping station.

F. An aluminum single door access hatch frame and door assembly similar to the one described above shall be provided for use as entry to the valve pit. Minimum opening for the valve box entry shall be thirty-six (36) inch by thirty-six (36) inch.

G. A swing check valve with external swing arm and a full port (100% area) eccentric plug valve shall be installed in the valve pit in each pump's discharge piping. A minimum clearance of twelve (12) inches shall be allowed from the bottom of the valves to invert of the pit. A drain pipe and p-trap shall be installed to drain the valve pit back to the wet basin but not allow the wet basin liquid to enter the valve pit. In addition, a 1/2" NPT tap and ball valve shall be provided on the discharge side of the pumps past the valves to facilitate pressure readings for the pump discharge.

H. All yard piping within the pump station site shall be centrifugally cast ductile iron and shall conform to ANSI Specifications A21.51 and AWWA C-151, latest revision and shall be Pressure Class 350, 300, 250, or 200 wall thickness dependent upon site conditions. All direct buried ductile iron pipe and fittings shall be double poly-wrapped.

I. Force main pipe downstream of the pig launch structure shall be DIP or PVC in accordance with these Standards. All force main pipe shall have tracer wire installed along its entire length. Gate valves (up to 10-inch) or full-port plug valves (12-inch) shall be installed along its length, not to exceed 1000' unless a variance is approved by the City for long force mains, and shall be marked sewer. An empty valve box shall be installed in the vicinity of the discharge manhole and at fittings that cause a change in direction where the tracer wire can be brought to grade for a point of connection to aid in tracing the force main. The valve box shall be marked sewer. A 2-inch SCH-40 PVC pipe shall be installed in the empty valve box. The pipe shall have a pipe marker label affixed and further labeled "No Valve, Tracer Wire Only." The force main shall have tape marked sewer wrapped around the pipe with complete revolutions not to exceed 6'. Tape marked sewer shall also be installed in the trench 18" above the top of the sewer force main.

J. Sewer line markers shall be TriView Marking System by Rhino Marking and Protection Systems, Carsonite International Dual-Sided Utility Marker (CIB-380). All markers shall be installed according to the manufacturer's recommendations. The uppermost portion of the Carsonite marker shall be made of Visibility Enhancer (CVE-360) and must be bolted to the utility marker. TriView markers do not require visibility enhancers. The utility marker shall read as follows: "CAUTION, SEWER PIPELINE", "City of Fayetteville", and "Before Digging Call 1-800-482-8998". The label shall also include the official City Logo and be white in color with green and black lettering. The label shall be affixed to two sides of the marker. An additional white 1" wide reflective tape (3M) shall be placed

around the full circumference of the top of the marker. Concrete shall be placed 6-inches around and 1-foot deep around the base of each marker.

K. All force mains shall be equipped with a pig launch within the pump station site. A fire hydrant is required to be located within 100' of the site to facilitate pigging of the force main.

2.03 GENERAL ELECTRICAL

A. A single main fusible or breaker disconnect switch of adequate size to provide power for the "control center" and its related components shall be provided by the Contractor.

B. The disconnect switch shall be housed in a NEMA 4X stainless steel enclosure with an external operation handle capable of being locked in the ON position.

C. The pump station site shall include a GFI convenience outlet with 20 amp breaker and suitable transformer or power supply to provide 110 volt single phase power to the convenience outlet.

D. A minimum four (4) inch and two (2) inch PVC schedule 40 wall conduits shall be provided from the wetwell basin to the control center which will allow the pump power cables, sensor cables and level controls to be pulled through without difficulty and allow the use of one (1) piece cables from the pumps and level controls to the control center. The conduit shall be sealed at the control center to avoid entrance of sewer gases into the control panel.

E. A minimum three-quarter (3/4) inch and two (2) inch PVC schedule 40 wall conduits shall be provided from the valve vault to the control center for future remote monitoring of the swing check valves.

F. All vertical conduit and transitions from horizontal to vertical runs shall be rigid metallic conduit. Horizontal, below grade, conduit runs may be either Schedule 40 PVC or rigid metallic conduit.

G. All electric components shall be properly labelled per NFPA 70E requirements.

2.04 CONTROL CENTER

A. The control center shall be built in a NEMA 4X stainless steel enclosure and shall be suitable for the specified horsepower and voltage for the pumping equipment. Enclosure size must be verified by City prior to ordering to ensure all components will fit properly. The outer door of the panel shall be hinged dead front with provisions for locking with a padlock. Inside shall be a separate hinged panel to protect all electrical components. H-O-A switches, run lights, circuit breakers, etc. shall be mounted such that only the faces protrude through the inside swing panel and no wiring is connected to the back side of the inside swing panel. The control center shall be located so as to provide safe access to the panel while wetwell hatch doors are opened, and shall be positioned so as not to be between the access drive and the wetwell.

B. A circuit breaker and magnetic starter with three (3) leg overload protection and manual reset shall be provided for each pump. Starters shall have auxiliary contacts to operate both pumps on override condition. A separate circuit breaker shall be supplied for power to the control circuit. The control center shall include an extra circuit breaker of adequate size to provide 115 volt, single phase power for the remote monitor panel (PLC cabinet). The control center shall include a control voltage transformer to reduce supply voltage 115 volt, the float circuit and associated relays which shall be provided with 24 volt control voltage. A green run light and H-O-A switch shall be provided for each pump. A terminal strip shall be provided to make field connections of pump power leads, level control, seal sensor leads, heat sensor leads, and remote monitor panel interconnections.

C. The control center shall incorporate connections for heat sensors which are installed in the pumps. The connection shall disconnect the starter upon high temperature signal and will automatically reconnect when condition has been corrected.

D. The control center shall incorporate connections for seal failure sensors which are installed in the pumps. The panel will have a seal failure alarm light for each pump. This alarm indicates failure of the lower mechanical seal in the pump. This will be an alarm light only and will not shut down the pump.

E. The control center shall include an hour meter for each pump to register the elapsed operating time of each pump.

F. The control center shall have a high water alarm built into the main enclosure. The high water alarm shall consist of a flashing alarm light with red Lexan plastic cover or red glass globe with metal guard mounted above the top of the enclosure such that it is visible from all directions. An alarm horn shall be mounted on the side of the enclosure. A push to test horn and light button as well as a push to silence horn button shall be provided and mounted on the side of the enclosure. Unistrut or other means shall be used to avoid a penetration in the building for these features.

G. The control center shall include a condensate heater to protect against condensation inside the enclosure. The heater shall be placed so as not to damage any other component or wiring in the control center.

H. The control center shall include lightning protection and a phase monitor relay to shut down the control circuit and protect the equipment due to loss of phase or phase reversal. The three (3) phase sequence voltage relay shall be of the 8-pin connector type.

I. The control center shall be suitable for connection to a remote monitor package as described in the section titled "Remote Monitor Package". The main control must include the following interconnection capability:

1. Circuit breaker to power remote monitor panel as described above.
2. Relay dry contact to signal power failure to panel
3. Relay dry contact to signal phase failure

4. Relay dry contact to signal generator fault alarm
5. Relay dry contact to signal generator run status, i.e. ON or OFF
6. Relay dry contact to signal transfer switch status on utility power
7. Relay dry contact to signal transfer switch status on generator power
8. Relay dry contact to signal drywell flood (if applicable)
9. Relay dry contact to signal site or vault intrusion alarm (if applicable)
10. Relay dry contacts to signal float status in wetwell (low, lead, lag, high floats)
11. Relay dry contact to signal pump(s) HOA switch in hand
12. Relay dry contact to signal pump(s) HOA switch in automatic
13. Relay dry contact to signal pump(s) running status, i.e. ON or OFF
14. Relay dry contact to signal pump(s) tripping of the overload
15. Relay dry contact to signal pump(s) seal failure (if applicable)
16. Relay dry contact to signal pump(s) over temperature failure
17. Analog input signaling the wetwell level
18. Relay dry contacts for the PLC to call for the pump(s) to be turned ON/OFF

J. All component of the control center shall be American made and available from local sources. In particular, items such as circuit breakers, overload protection, relays, etc. shall be available and in stock by local sources.

K. Pump control shall be achieved by the use of a pressure transducer. The Controller shall be an Automation Direct Productivity 2000 with the following components:
1. Seven slot base model P2-07B
2. Power supply 110VAC model P2-01AC
3. CPU model P2-550
4. Digital input card model P2-16ND3-1 (quantity 2 for two pumps, quantity 3 for 3-4 pumps)
5. Isolated Relay output card model P2-08TRS
6. Analog input card model P2-08AD-1
7. Model P2-FILL to cover remaining open I/O cards

The Contractor will provide all hardware and wiring, City will provide PLC Software and programming.

L. In addition to the pressure transducer, a backup float system shall be provided to monitor wet well level. System should consist of low/off, lead, lag, and high-level floats and should be installed such that the system can operate the pumps in the event the pressure transducer fails or the PLC fails.

2.05 SCADA REMOTE MONITOR PACKAGE

A. The station shall be equipped with a remote monitor capable of monitoring the status of the lift station and communicating with the City's existing SCADA system housed at the Noland WWTP. This system shall be purchased and installed by the City at the developer's or contractor's expense. The costs of the SCADA system

charged to the developer or contractor will be the actual costs based on site-specific design as approved by the City.

2.06 SPARE PARTS

A. The Contractor shall supply one set of spare parts for each pump for each station, including at a minimum the following:

1. Impeller;
2. Upper seal assembly;
3. Lower seal assembly;
4. Upper bearing assembly;
5. Lower bearing assembly;
6. Wear rings; and
7. O-Rings and gaskets (two (2) sets).

2.07 OPERATION AND MAINTENANCE MANUALS

A. Three (3) operation and maintenance manuals shall be submitted to the City

B. Manuals shall include, at a minimum:

1. Operation instructions;
2. Maintenance instructions;
3. Recommended spare parts list;
4. Lubrication schedules;
5. Structural diagrams;
6. As-built wiring diagrams; and
7. Bill of materials.
8. Copy of design engineer's pump operating point calculations, population assumptions, average daily flow, and peaking factor

2.08 GENERATOR SET

A. GENERAL

1. The pump station shall include an on-site backup power generator. The generator and lift station combination must include switching and control gear such that the backup power source is activated automatically without human action. The fuel source shall be natural gas. In the event that natural gas is unavailable, propane, or diesel shall be used with a minimum fuel tank/storage sized to run all pumps at full load for 48 hours. The generator must be capable of operating the lift station at full capacity, i.e., with the largest pumps, impellers, and motors, and the greatest number of pumps, that the lift station can physically contain, with all of the above operating at full speed simultaneously.

B. EQUIPMENT

1. The generator set shall be minimally rated at the kW rating as indicated on the drawings when operating at 277/480 volts, 0.8 lagging power factor. The generator set shall be capable of this rating while operating in an ambient temperature condition of 122°F (50°C).

2. The generator set shall be capable of starting motor loads as indicated on the drawings along with a minimum station load of 5 kW and a maximum voltage dip of 25%.

3. The engine shall deliver power at a governed speed of 1800 rpm.

4. Sound Attenuated Weather Protective Enclosure

   a. Manufacturer shall have a minimum five years experience in the design and construction of weather-protected generator-set enclosures.

   b. The enclosure panels shall be assembled with modular, bolt-together construction.

   c. Enclosure shall include the following features:

      1) Foam insulation on all interior surfaces
      2) Sound level not to exceed 68 dba within 7 meters of enclosure surface in any direction
      3) All exterior and interior surfaces finished with baked-on powder-coat
      4) Bottom flange with multiple mounting holes
      5) Stainless steel door hardware and lift-off hinges
      6) Lockable doors
      7) Gasketed access doors

5. Automatic Transfer Switch (ATS)

   a. It is the intent of this specification to secure automatic transfer switches that have been prototype tested, factory built, production tested, and site tested, together with all accessories necessary for a complete installation as shown on the plans and drawings and specified herein. Automatic transfer switches with number of poles, voltage and current ratings as shown on the plans shall be provided. Each ATS shall consist of an inherently double-throw power transfer switch unit and a control module interconnected to provide complete automatic operation. All equipment shall be new and of current production by an international firm which manufactures the generator, controls, and transfer switch. The company selected will assemble the standby generator set and system as a matched unit so that there is one-source responsibility for warranty, parts and service through a local representative with factory-trained personnel.

b. ATS shall be sized as indicated on the drawings, 480 volt, 3 phase, 4 wire, 3 pole with solid neutral.
c. ATS shall have dry contacts necessary to send status to SCADA (i.e., transfer switch on utility and transfer switch on generator).

6. Submit motor starting calculations and generator sizing calculations for approval.

7. The generator set shall provide the following status signals to the SCADA package:

a. Generator status
b. Generator general alarm

8. Generac.

PART 3 – EXECUTION

3.01 SYSTEM OPERATION

A. On wet well level rise, the lead pump shall start at the lead pump ON elevation. With the lead pump operating, the wet well level shall lower to all pumps OFF and turn off the pump.

B. If the wet well level continues to rise when lead pump is operating, the override switch shall energize and start the lag pump. Both lead and lag pumps shall operate together until low level switch turns off both pumps. If level continues to rise when both pumps are operating, alarm level switch shall energize and signal the alarm.

C. If one pump should fail for any reason, the second pump shall operate on the override switch.

D. If the pumps fail to turn off for any reason after receiving the signal for all pumps OFF, a low level alarm shall signal.

E. All level controls shall be adjustable for level setting from the surface.

3.02 SYSTEM TESTING AND ACCEPTANCE

A. The City will provide the contractor and owner with a Lift Station Startup Checklist, updated periodically, explaining expectations for lift station testing and demonstrations onsite prior to the system receiving live sewerage and transferring operational ownership to the City.

END OF SECTION 3500

SECTION 3600 CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.01 WORK INCLUDED

A. This section covers cast-in-place concrete materials, reinforcing steel, forms, and finishing in conjunction with water and sewer construction.

B. Use specification defined “Class 1” 4,000-psi concrete for miscellaneous non-structural bedding, thrust blocking, anchor collars, and cast-in-place manholes.

D. Structural concrete for building and environmental structures shall comply with the applicable requirements of ACI 318 and ACI 350 latest editions. Concrete for structures is not a Standard Specification and shall require submittal, review and approval for specific case by case basis and in accordance with Sections 1000 General Conditions.

1.02 QUALITY ASSURANCE

A. If requested by the City, or the Engineer of Record, the concrete shall be tested as required in Table 11-1 , City of Fayetteville Arkansas Minimum Street Standards, as follows.

1.03 SUBMITTALS

A. Submit mix design, equipment details, and vendor name for field batched concrete.

Table 11-1 Materials Testing

	AASHTO	ASTM	Frequency
Subgrade			
Sampling	R58	D420	Per soil type encountered
Soil Classification	M145	D3282/D2488/D2487	
Standard Proctor	T99/T310	D698	
Modified Proctor	T180/T310	D1557	
Density & Moisture Content	T191/T233/T310	D6938	1 per 300 LF lane (minimum 1 per lane)
Aggregate Base Course			
Gradation	T27	C136	1 per source
Standard Proctor	T99	D698	
Modified Proctor	T180	D1557	
Density & Moisture Content	T310	D6938	1 per 300 LF lane (minimum 1 per lane)
Asphalt Concrete Hot Mix			
Sampling	T168	D979	-
Density (Nuclear)	-	D2950	As directed by City
Density (Coring)	T166	D2726	1 per 500 LF paved (minimum 2 total)
Portland Cement Concrete			
Sampling	T141	C172	1 per 100 CY 1 per 1000 LF (curb) (minimum 1 per day)
Mold and Cure	T23	C31	
Cylinder Transport	T23	C31	
Slump	T119	C143	
Air Content	T152	C231	See **Table 11-2** for Mix Design
Compressive Strength	T22	C39	
Compressive Strength (Coring)	T24	C42	As directed by City

Table 11-2 Concrete Mix Design

Concrete Properties	Class 1
28-Day Compressive Strength (psi)	4000
Portland Cement (bags)	6.0
Max. Water/Cement Ratio	0.45
Slump Range (inches)	1-4
Air Entrainment (%)	4-7
Maximum Fly Ash Content (%)	20

PART 2 - PRODUCTS

2.01 CONCRETE

A. Concrete: composed of Portland cement; fine and coarse aggregate; water; and, an air entraining agent. Provide either Class 1 concrete as described below.

B. For Class 1 concrete use ready-mixed concrete; conform to ASTM C 94, latest edition; deliver and place within one hour after all materials have been placed in the mixing drum.

C. The concrete mix shall be designed so that the proportions will produce results that will meet the requirements of Class 1 concrete. Proportion components, except water, by weight. Water may be measured by volume. One sack of Portland Cement consists of one cubic foot or 94 pounds. Proportion components to meet these requirements:

1. Class 1 Concrete:

   a. Maximum net water/cement ratio = 0.45
   b. Portland cement (bags) 6.0 minimum
   c. Slump range: 1 - 4 inches
   d. Minimum 28 day compressive strength: 4,000 PSI
   e. Air Content: 4 - 7

D. Before beginning any concrete work, the Contractor shall have the concrete mix designed and the ingredients selected and proportioned by an approved independent testing laboratory meeting the requirements of ASTM E 329. Certified copies of all laboratory trial mix reports shall be sent to the Engineer from the testing laboratory for review. Do not place concrete prior to the Engineer's review and acceptance in writing of the concrete mix design.

E. Cement: Portland Cement conforming to AASHTO M 85, Type I. Use Type III cement (high early strength) only if approved by the Engineer.

F. Fly ash: 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.

G. Water: potable water free from injurious amounts of acids, alkalis, oils, sewage, vegetable matter and dirt.

H. Air entraining agent: use in all Class 1 concrete as required; conform to AASHTO M 154; add to the mixing water in solution; proportion to provide four (4) to seven (7) percent air in the concrete.

I. Fine aggregate: clean, hard, durable particles of natural sand free from injurious amounts of organic impurities; conform to the graduation requirements of AASHTO T 27.

J. Coarse aggregate: clean, hard and durable crushed stone or washed gravel; reasonably well graded from course to fine; per AASHTO T 27.

2.02 REINFORCING STEEL

A. Steel bars: deformed, conforming to ASTM A 615 or A 617.

B. Steel wire: conform to ASTM A 82, Cold-Drawn Steel Wire for Concrete Reinforcement.

C. Wire mesh: conform to ASTM A 185; gauge and mesh per plans.

D. Submit reinforcing steel bars shop drawings for approval.

E. All steel reinforcement: free from rust, scale, mortar, dirt, or other objectionable coatings.

PART 3 – EXECUTION

3.01 GENERAL

A. Perform excavation per Section 2300 - Excavation, Backfilling, and Compacting.

B. Build forms neat, square, and flat so concrete will have smooth finish when forms are pulled. Construct forms to provide finished concrete to dimensions shown on plans.

C. Place reinforcing steel accurately in accordance with details shown on the plans and properly secure in position.

D. Concrete shall not be placed when the temperature is below 40° F and dropping or below 35° F if the temperature is rising, unless approved by the Engineer.

E. Vibrate all structural concrete as it is placed using internal vibrators capable of transmitting vibration to the concrete at frequencies not less than 4,500 impulses per minute. Do not use form vibrators. Limit vibration to provide satisfactory consolidation without causing segregation. Do not insert vibrator more than six (6) inches into the lower courses previously vibrated. Use vibrators in a substantially vertical position; insert at uniformly spaced points no farther apart than the visible effectiveness of the vibrator.

F. Allow concrete to cure for at least 48 hours before stripping forms. If concrete is in a structural member, do not remove forms until the concrete can withstand safely all superimposed loads.

G. On all exposed surfaces, remove all fins and projections so the surface is smooth. Cut out and fill with grout any honeycombed areas. Extensive honeycombing is not allowable.

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END OF SECTION 3600

SECTION 4000 WATER PIPE, FITTINGS AND MATERIALS

PART 1 - GENERAL

1.01 WORK INCLUDED

A. This section covers pipe, pipe joints, fire hydrants, fittings, and other materials for water lines and service lines.

B. Use only materials approved by the City of Fayetteville.

C. The Standard Specifications include pipe and fitting in diameters up to and including 18-inch diameter. Pipe and fittings for nominal pipe diameters/sizes greater than 18-inch are not a Standard Specification. Projects including pipe and fittings for nominal pipe sizes greater than 18-inch will be considered on specific case by case basis in accordance with Section 1000 General Requirements.

D. Any and all work for, on, or connecting to the City's concrete pressure water pipe (Prestressed Concrete Cylinder Pipe, PCCP) is not permitted as a Standard Specification. Work for, on or connecting to the City's PCCP will be considered on specific case by case basis in accordance with Section 1000 General Requirements.

1.02 SUBMITTALS

A. The Engineer of Record shall approve all materials.

B. Submittals will further include the manufacturer's certificate that the materials meet with these Specification requirements including material testing requirements.

1.03 LEAD-FREE BRASS

A. All brass shall be manufactured in accordance with the Safe Drinking Water Act (SWDA latest edition and as amended) to be LEAD-FREE brass.

1.04 LEAD-FREE PIPES, FITTINGS, FIXTURES, SOLDER and FLUX

A. Comply with the Safe Drinking Water Act (SWDA) latest edition and as amended.

PART 2 – PRODUCTS

2.01 GENERAL

A. DOMESTIC UNITED STATES OF AMERICA (USA) MANUFACTURE

Comply with SECTION 1000 GENERAL REQUIREMENTS 1.05.A DOMESTIC USA MANUFACTURE.

B. MINIMUM WORKING PRESSURE

Unless approved otherwise in writing by both the Utilities Director and the designated City ‘s engineer, all pipe, fittings, materials, and appurtenances used in potable water line installation and repair will be rated for a minimum working pressure of 250 psi. Additional, higher than 250 psi requirements, apply to individual items as specified.

2.02 POLYVINYL CHLORIDE (PVC) PIPE FOR WATER LINES

A. PVC pipe for water lines shall be blue in color.

B. PVC pipe less than 4 inches is not permitted for water mains/lines per the Standard Specifications.

PVC pipe for water service extensions less than 4 inches diameter will be considered only on specific case by case basis in accordance with Section 1000 General Requirements and Section 2001 Design Standards – Water. PVC pipe for water service extensions less than 4 inch diameter, if approved, shall be ASTM D-2241 SDR 13.5 and further meeting all requirements of these Standards.

C PVC pipe 4 inches through 12 inches in size shall be manufactured in accordance with AWWA C900, latest revision, and shall be DR 14. Ten (10) inch diameter water main/pipe is not permitted.

D. PVC pipe, couplings, and fabricated fittings shall be made from virgin PVC resin that has been compounded to provide physical and chemical properties that equal or exceed cell class 12454 as defined in ASTM D1784, latest revision. Clean, reworked material generated from the manufacturer's own production shall be acceptable as long as the pipe produced meets all the requirements of the Specifications.

E. Joints for PVC pipe shall conform to ASTM Specification D-3139, latest revision.

F. Nominal laying length shall be 20 feet. Minimum length of a cut section of pipe shall be 5 feet.

G. Marking on pipe shall include the following and shall be applied at intervals of not more than 5 feet.

1. Nominal size in inches and OD base (for example, 8 DI).
2. PVC.
3. Dimension ratio (for example, DR 14).
4. AWWA pressure class (for example, PC 305).

5. Test pressure for hydrotested pipe (for example, T330) or if not tested, "NOT HYDROSTATIC PROOF TESTED."
6. AWWA designation number for this standard (ANSI/AWWA C900, or ASTM D-2241).
7. Manufacturer's name or trademark and production run record or lot code.
8. Seal (mark) of the testing agency verifying the suitability of the pipe material for potable-water service.

2.03 DUCTILE IRON PIPE FOR WATER LINES

A. Ductile Iron Pipe shall conform to the requirements of "Ductile-Iron Pipe, Centrifugally Cast" AWWA Standard C151/A21.51, latest revision.

B. Ductile iron pipe shall be designed in accordance with the requirements of "Thickness Design of Ductile-Iron Pipe", ANSI/AWWA C150/A21.50, latest revision. Minimum pressure class shall be 250 psi.

C. Joint connections, pipe and fittings (latest revision):

1. Push on and mechanical rubber gasket joints: ANSI/AWWA C111/A21.11.
2. Flanged: ANSI/AWWA C115/A21.15, ANSI B16.1.
3. Grooved and shouldered ANSI/AWWA C606.

D. Nominal laying length shall be 20 feet. Minimum length of a cut section of pipe shall be 5 feet.

E. Weights and Marking: Weights of pipe and fittings shall conform strictly to the requirements of ANSI Specifications. The weight, class or nominal thickness, and casting period shall be shown on each pipe. The manufacturer's mark, country where cast, year in which the pipe was produced, and the letters "DI" or "DUCTILE" shall be cast or metal stamped on the pipe, and letters and numerals on pipe sizes 14 in. (356 mm) and larger shall be not less than 1/ 2 in. (13 mm) in height.

F. Interior Lining Required

The interior lining for use under normal conditions shall be a cement–mortar lining without seal coat in accordance with the latest revision of ANSI/AWWA C104/A21.4, latest revision and NSF 61.

G. Exterior Corrosion Control

Outside coating shall be manufacturer's standard 1 mil thickness asphaltic exterior coating per ANSI/AWWA C151/A21.51. Per the Ductile Iron Pipe Research Association (DIPRA) the 1 mil asphaltic coating is not a corrosion control method but furnished by the manufacturers to minimize atmospheric oxidation for aesthetic reasons.

Ductile Iron Pipe and fittings shall be double wrapped in polyethylene tube or sheet materials conforming to the requirements of ANSI/AWWA C105/A21.5.

Additional corrosion control methods, including but not limited to cathodic protection and/or zinc coating, may be required for specific sites and projects as requested by the City or designed by the Engineer and in accordance with DIPRA publication "The Design Decision Model for Corrosion Control of Ductile Iron Pipe" latest edition.

H. All ductile iron pipe shall be Made in USA.

2.04 POLYETHYLENE (PE) PRESSURE PIPE AND TUBING

A. Polyethylene (PE) pressure pipe is not permitted as publically (City) maintained water main or water service lines.

2.05 COATED COPPER PIPE/SERVICE TUBING

A. Coated Copper Pipe 1" – 2":

Coated copper pipe shall be Type "K", soft tempered, seamless, annealed, copper pipe suitable for use for underground water service installation, in accordance with ASTM B88, and with an approved polyethylene coating system (minimum 25 mil). Coated copper pipe shall meet or exceed NSF-61 requirements.

Damage to the polyethylene coating for the coated copper pipe must be repaired with Polyken Tape Coating or Denso paste and tape, or as recommended by the coated copper pipe manufacturer's engineer.

B. Connections to ductile iron pipe (DIP) main lines including fittings for coated copper pipe to DIP main lines shall be double poly wrapped (polyethylene encasement) a minimum of three feet beyond the DIP main pipe onto the coated copper service line.

C. Copper shall be joined using ProPress fittings by Viega and feature green dot Smart Connect markings.

D. Coated copper pipe under roadways shall be encased in SDR9 polyethylene, ASTM D-2241 SDR13.5 pipe sleeve, or C900 PVC.

E. Polyethylene pressure pipe and tubing (PE or HDPE or variations) shall not be used for publically maintained water service materials.

2.06 POLYETHYLENE ENCASEMENT (PIPE WRAP)

A. Polyethylene encasement shall be in conformance to ANSI/AWWA C105/A21.5, latest revision. The virgin linear low-density polyethylene film shall have a minimum normal thickness of .008 inches (8 mils), and shall be provided in either flat tube or sheet form.

B. The color shall be black with nominal 2% carbon black UV inhibitor and printed per the AWWA C105 standard.

C. Tape for field taping of polywrapped pipe, fittings, etc. or field repair of missing polyethylene encasement material shall be Polyken #900 or Scotchrap #50, at least 2-inches wide, and installed as per the Polyethylene Encasement Installation Guide published by DIPRA. Duct Tape is not permitted.

D. All buried iron pipe, valves, and fittings shall be double wrapped.

2.07 DUCTILE IRON FITTINGS

A. All ductile iron fittings shall conform to the requirements of ANSI/AWWA C153/A21.53, latest revision, for Ductile Iron Compact Fittings. All fittings shall be MJ x MJ. All fittings shall be fusion-bonded epoxy coated inside and outside in accordance with ANSI/AWWA C116/A21.16.

B. All ductile iron fittings shall be Made in USA.

2.08 FOSTER ADAPTERS

A. Compact MJ restraints shall be Foster Adapter by Infact Corporation. Made in USA.

2.09 SWIVEL ADAPTERS AND HYDRANT TEES

A. Swivel adapters and hydrant tees shall be designed for a working pressure of at least 250-psi and to fit standard mechanical joint fittings (AWWA C111). One end of the swivel adapter and the branch of the hydrant tee shall be provided with a gland that may be rotated 360 degrees on the fitting. Lengths of swivel adapters shall be as specified.

2.10 MECHANICAL JOINT RETAINER GLANDS

A. Restraint devices for mechanical joint fittings and appurtenances for nominal pipe sizes 3-inch through 24-inch shall consist of multiple gripping wedges incorporated into a follower gland meeting the applicable requirements of ANSI/AWWA C110/A21.10.

B. Mechanical joint retainer glands shall be made from ductile iron and shall be designed for a working pressure of at least 350-psi for 3-inch through 16-inch ductile iron pipe, at least 305-psi for 3-inch through 8-inch PVC, and at least 250-psi for 12- 24 inch ductile iron pipe.

C. Retainer glands shall have an approved coating system for corrosion resistance equivalent to MEGA-BOND® and manufacturing traceability. Retainer glands shall be manufactured by EBAA Iron, Inc. (USA only), Smith-Blair, Inc. (USA only), or Star Pipe Products (USA only).

1. Retainer glands for pipe sizes 3-inch through 12-inch shall be manufactured by EBAA Iron, Inc. (USA only), Smith-Blair, Inc. (USA only), or Star Pipe Products (USA only).
2. Retainer glands for pipe sizes greater than 12-inches shall be manufactured by EBAA Iron, Inc.(USA only), or Star Pipe Products (USA only).

2.11 PIPE RESTRAINTS

A. Bell restraints for AWWA C900 PVC sizes 4-inch through 8-inch shall be Series 1900 Restraint Harness, as manufactured by EBAA Iron, Inc. (USA Only). Devices shall have an approved coating system for corrosion resistance equivalent to MEGA-BOND® and manufacturing traceability.

B. Bell restraints for Ductile Iron Pipe sizes 4-inch through 24-inch shall be Series 1700 Restraint Harness, as manufactured by EBAA Iron, Inc. (USA Only). Devices shall have an approved coating system for corrosion resistance equivalent to MEGA-BOND® and manufacturing traceability.

C. When all-thread attachments are required, eye-bolt style attachments are not permitted. Romac “Ductile Lug” style attachments shall be used. All-threads shall be made of 316 stainless steel.

2.12 RESTRAINED FLANGED COUPLING ADAPTERS

A. Flanged coupling adapters used to transition from plain end pipe to a flanged fitting, above ground, shall be EBAA Iron Series 2100 or Romac. Made in USA.

B. Pressure rating shall be a minimum of 250 psi and be fusion bonded epoxy coated.

2.13 RESTRAINED COUPLINGS

A. Restrained couplings to connect two pieces of pipe, size on size, shall be Made in USA, EBAA Iron Series 3800 Restrained Coupling or Romac 400RG.

B. Restrained coupling pressure rating shall be a minimum of 250 psi and be fusion bonded epoxy coated.

2.14 BOLTS AND NUTS

A. All bolts and nuts for valves, fittings, and restraints shall be 316 stainless steel unless specified otherwise. Anti-seize lubricant shall be used when assembling all stainless steel hardware to reduce galling.

2.15 GATE VALVES

A. Gate valves 4-inch through 8-inch nominal pipe size shall be resilient-seated type, non-rising stem gate valves, in conformance with the requirements of AWWA C509 or AWWA C515, latest revision. Ten (10) inch pipe and gate valves are not permitted for water main/pipe.

B. Gate valves shall be Made in USA and shall be Mueller Series 2360, American Flow Control Series 2500, American AVK Company Series 25 or Series 45, or Clow 2638

C. All gate valves shall be designed for a minimum of 250 psi working pressure. All gate valves shall have 304 stainless steel bolts.

D. All gate valves shall have O-ring stem seals. The O-ring stem seal shall be so designed that the seal above the stem collar can be replaced with the valve under pressure in the full-open position.

E. Gate valves shall have standard mechanical joint ends unless otherwise indicated on the approved Drawings.

F. Buried gate valves shall be designed for operation with a nominal 2-inch square operating nut. The standard direction of opening shall be open left as viewed from the top.

G. Handwheels for gate valves shall be in conformance to AWWA C515, latest revision.

H. The interior and exterior of the valve body and bonnet shall have factory applied fusion bonded epoxy coating meeting AWWA C550, latest revision.

I. Valves shall be tested in accordance with AWWA C515, latest revision.

J. Markings shall be cast on the bonnet or body, or stamped on a permanently affixed corrosion-resistant tag of each valve.

1. Manufacturer's name or mark.
2. Year the valve casting was made.
3. Size of the valve.
4. Letters C509 or C515
5. Working water pressure (e.g. 250W)

2.16 BUTTERFLY VALVES

A. Butterfly valves are required for pipe 12-inch and larger. Butterfly valves shall be Made in USA. Butterfly valves shall conform to the requirements of AWWA C504, latest revision, for Rubber-Seated Butterfly Valves.

B. Butterfly valves shall be Pratt HP250II or Dezurik BAW.

C. Butterfly valves shall be designed for a minimum of 250 psi working pressure. Butterfly valves shall have 304 stainless steel bolts.

D. Butterfly valves shall be of the tight closing, synthetic rubber-seat type, as follows.

1. Valves 20 inches (nominal diameter) and smaller shall have bonded seats which are simultaneously molded in, vulcanized and bonded to the body. Seat bond must withstand 75 pounds pull under test procedure ASTM D429, Method B.

2. On valves 24 inches and larger, all seats shall be of a synthetic rubber compound. Seats shall be retained in the valve body by mechanical means without retaining rings, segments, screws or hardware of any kind in the flow stream. Seats shall be a full 360° without interruption and have a plurality of grooves mating with a spherical disc edge seating surface. Valve seats shall be field adjustable around the full 360° circumference and replaceable without dismantling operator, disc or shaft and without removing the valve from the line.

E. Valve discs shall utilize an on-center shaft and symmetrical design and be cast from Ductile Iron ASTM A536 Gr. 65-45-12. The disc edge shall be stainless steel type 316.

F. Butterfly valves shall have standard mechanical joint ends unless otherwise indicated on the Drawings.

G. Buried butterfly valves shall be designed for operation with a nominal 2-inch square operating nut. The standard direction of opening shall be open left as viewed from the top. The valve shaft shall be constructed of stainless steel and the bearings shall be corrosion resistant and self-lubricating. The valves shall be equipped with a totally enclosed type operator, fully gasketed and grease packed, suitable for direct burial.

H. The interior and exterior of the valve body and bonnet shall have factory applied epoxy coating system meeting AWWA C550, latest revision.

I. Valves shall be tested in accordance with AWWA C504, latest revision.

J. Markings shall be cast on the bonnet or body, or stamped on a permanently affixed corrosion-resistant tag of each valve.

1. Manufacturer’s name or mark.

2. Year the valve casting was made.
3. Size of the valve.
4. Class (e.g. 250B)

K. Materials for 12 inch water mains will be PVC , except that ductile iron pipe may be required on each side of certain fittings and appurtenances including, but not limited to, 12-inch Butterfly Valves (BFV). This detail shall be provided by the Engineer of Record.

2.17 BALL VALVES

A. Ball valves shall be made in USA, and shall be Ford B11-777-NL or James Jones E1900, with "tee-head" style operating nut.

2.18 VALVE BOXES

A. Valve boxes shall be Made in USA, and shall be East Jordan Iron Works 8550 Series or Tyler Union 6850 Series, screw type, and shall be of correct length to match the bury of the main.

B. The valve box and appurtenances shall include a base and a top section with a drop lid. The lid shall be marked with the word "WATER". All lids shall have a concrete pad with a minimum of 18 inches square or round dimension as appropriate.

C. Lids on valves on fire lines shall be marked with the word "FIRE" and painted red.

D. Lids on 2" valves shall be marked with the words "2" VALVE".

E. Markings shall be cast on each part:

1. Manufacturer's name or mark.
2. Model number
3. Year the casting was made.
4. Material of construction
5. USA

F. A valve box alignment device shall be provided and installed for each valve box installation. The device shall be of HDPE or Glass Filled Polypropylene construction. It shall be furnished in two pieces that will lock together under the operating nut of the valve without requiring the removal of the operating nut. The device shall not affect the operation of the valve. The device shall be AFC Alignment Ring as manufactured by American Flow Control.

2.19 OPERATING NUT EXTENSIONS

A. Operating nut extensions shall be used when the top of the operating nut is greater than 4 feet from the top of finished surface.

B. The stem shall be 1" SCH40 steel pipe with a 2-inch square bar steel operating nut attached to the upper end. The stem extension shall be of adequate length to reach from the valve operating nut to a point within 24-inches to 12-inches of the finished surface. A box wrench, 2 1/8" I.D. square, made from steel 3/16-inches thick shall be welded to the lower end of the stem extension which will fit over the valve operating nut. Two-inch valves with a tee-head operating nut will require a rectangular shaped box wrench on the end of the valve stem extension. The extension shall be secured to the valve operating nut by two 3/8" set screws. A round center guide made from 1/8-inch or 3/16-inch steel plate shall be placed on the valve stem extension approximately 6-inches from the upper end. The diameter of the guide shall be slightly less than the inside diameter of the valve box. The guide shall be affixed to the stem extension in such a way that it can rotate freely on the stem. Welds on stem extensions (top and bottom nut) shall be 1/8" - 3/16" fillet weld around full circumference.

C. Shop drawings shall be submitted to the City of Fayetteville for approval prior to installing the stem extension pieces.

2.20 FIRE HYDRANTS

A. Fire hydrants shall be dry barrel hydrants in conformance with AWWA C502, latest revision. Fire hydrants shall be designed for a working pressure of 250 pounds per square inch gauge. Fire hydrants shall be three-way, and painted white with reflective glass beads above the ground line. Coating system shall be compatible with Sherwin Williams SHER-CRYL™ HPA – High Performance Acrylic B66-300 Series that is used to color code the fire hydrants. Permitted fire hydrants are (only) American Flow Control 5-1/4" Waterous Pacer WB67-250, Mueller Super Centurion 250 hydrants, and CLOW Medallion Dry-Barrel. No approved equals. Made in USA only.

B. Hydrants shall have a 6 inch mechanical joint inlet in conformance to the dimensions shown in ANSI/AWWA C110/A21.10, latest revision. Three-way hydrants shall have a 5-1/4 inch valve opening.

C. Fire hydrants shall be equipped with a two-piece barrel with a safety stem coupling and a break-a-way flange at the ground line and shall be designed for a 48-inch bury.

D. Hydrants shall be equipped with two 2-1/2 inch hose nozzles and one 5-1/4 inch pumper nozzle. The operating nut shall be a nominal 1-1/2 inch pentagon, National Standard operating nut designed to open left (counterclockwise).

E. Hydrants shall be supplied WITHOUT nozzle cap chains.

F. Fire hydrants in non-paved areas shall be installed with a 24" x 24" square, 12" thick concrete pad, reinforced with 2 layers of #5 rebar, around the lower barrel of the hydrant six inches below the bottom of the break-away flange.

G. A fire hydrant extension shall be installed in all locations where the centerline of the pumper nozzle is less than 18-inches above the finished grade elevation. The extension shall bring the centerline of the pumper nozzle between 18-inches and 24-inches above the finished grade elevation. The centerline of the pumper nozzle shall be 24-inches above rough grade elevations where sidewalks and yards will be installed in the future, in new subdivisions only. Extensions shall be Waterous K562, Clow 2500, or Mueller A-320, with no more than one extension allowed per hydrant.

H. Identification tags shall be installed indicating the depth of bury of all hydrants. Additional tags shall be installed indicating the length of any extension installed.

2.21 BLOW-OFFS

A. Blow-offs shall have a 2-1/2" hose nozzle, traffic break-away, locking cover and be designed for 48-inch bury. Blow-offs shall be Mainguard #77 as manufactured by The Kupferle Foundry Company.

2.22 AIR RELIEF VALVES

A. All water mains shall have 1"-2" single bodied air and or combination air and vacuum valves or 3"-10" dual bodied combination air and vacuum valve where indicated on the drawings. Valves shall have fiberglass reinforced nylon body or epoxy coated and lined cast iron bodies with stainless steel or non-metallic internal parts. Valve shall have rolling seal mechanism to allow full or partial opening and sealing of orifice or metal to metal stainless steel seating. The 1" – 2" valves float shall be made of foamed polypropylene and shall disrupt vortex and allow float to remain open until a 11 psi differential is achieved. Valves shall have a 250 psi working pressure. Valves shall be listed under NSF-61 and shall have ISO 9001 certificate. Valves shall be supplied with a male thread outlet or flanged outlet. All nipples and isolation valves for 1"-2" valves shall be brass or stainless steel. Ball style isolation valve shall be full port. Isolation valves for 3"-10" shall conform to Paragraph 2.12 – Gate Valves.

B. Air release valves shall be A.R.I. Model D-040 for 1" and 2" or A.R.I. Model D-060-C HF NS for 3" – 10".

2.23 SERVICE SADDLES

A. Service saddles for 1" and 2" NPT service taps shall be sized for use on C900 PVC. Service saddles shall be Romac 101NS.

2.24 TAPPING SLEEVES

A. Tapping sleeves shall be designed for a minimum 250 psi working pressure and the material being tapped. All bolts and nuts shall be stainless steel.

1. Tapping sleeves for 4-inch through 24-inch shall be stainless steel and shall be 100% domestic made in the USA. Tapping sleeves shall have an MJ outlet.

2. Tapping sleeves shall be Ford FAST, Romac, JCM 439, or Smith Blaire. Made in USA.
3. Tapping sleeves larger than 24-inch are not a standard specification and will require independent review and approval by the Utilities Engineer.

2.25 SERVICE CONNECTION MATERIALS, FITTINGS AND BRASS

A. All service connection materials, fittings and brass shall be 100% domestic USA. All service connection materials, fittings and brass shall be manufactured in accordance with the Safe Drinking Water Act (SWDA latest edition and as amended) to be LEAD-FREE brass (aka No-Lead).

If a specific item is listed in the following table(s) insert the designation required for 100% domestic USA and Lead-Free (or No-Lead). All service connection materials, fittings and brass shall be designed for a minimum working pressure of 250 psi.

B. All service connection materials, fittings and brass shall be manufactured by Ford Meter Box Company, Inc. or Mueller Company and as further specified below. Equivalent cross referencing for corporation stops and meter setters shall be permitted if approved in writing by the City of Fayetteville's designated City engineer.

C. Materials proposed for all service connection materials, fittings and brass shall be submitted to the designated City engineer for review after the Engineer of Record's review and recommended approval.

D. Materials for standard meter sets 5/8", 1", 1-1/2", and 2" are indicated in the following tables. Materials and standards for larger meters (3" and greater) are not listed in the standard specifications. Larger meter installations require a site specific design. Please contact the City of Fayetteville Meter Department for information concerning meter size 3" or greater. Please contact the City of Fayetteville Engineering Department for standard drawings that may be incorporated for meter size 3" or greater.

E. Design for 1-1/2" and 2" meter locations require project specific design of the piping from the main to the meter to avoid stress of the 2" coated copper pipe and to avoid excessive fittings. Alternate ductile iron piping and fittings (4 inch and greater) may be required for elevation changes between the water main and the 2" coated copper. All water service piping for meters settings greater than 1" shall be further designed by the Engineer of Record and submitted to the designated City engineer for review.

F. Meter arrays for multiple meters fed from a single 2-inch tap shall be made per the standard details. These must be approved on a case-by-case basis, and may be required by the City to reduce the number of taps on a public main.

Single Meter Set

main diameter x 1" saddle	Romac 101NS
1" corporation stop	Ford FB1000-4-Q-NL
	Mueller B25008N
1" coated copper – City side	
5/8" x 3/4" x 12" meter yolk	Ford VB72-12W-44-43-SQ-NL
	Mueller 238B2567-R--93N
1/2" x 16" SCH 40 PVC brace	
3/4" coated copper tail piece 4' long	
18" diameter x 24" deep SDR51 PVC meter box	
18" Composite Meter Lid	DFW Model: DFW1820CP-AF1EF2 SMALL FAY-LID

Double Meter Set

main diameter x 1" saddle	Romac 101NS
1" corporation stop	Ford FB1000-4-Q-NL
	Mueller B25008N
1" coated copper – City side	
1" x 7.5" x 3/4" U branch	Ford U48-43-7.5-Q-NL
	Ford multipurpose end C31-23-NL (x2)
	Mueller H15363N (1" compression inlet)
	Mueller end connection H14222N (x2)
5/8" x 3/4" x 12" meter yolk x 2	Ford VB72-12W-14-33-Q-NL
	Mueller 238B2567-RN
1/2" x 16" SCH"40 PVC brace	
3/4" coated copper tail piece 4' long	
18" diameter x 24" deep SDR51 PVC meter box	
18" Composite Meter Lid	DFW Model: DFW1820CP-AF1EF2 SMALL FAY-LID

1-inch Meter Set

main diameter x 1" saddle	Romac 101NS
1" corporation stop	Ford FB1000-4-Q-NL
	Mueller B25008N
1" coated copper – City side	
1" x 12" meter yolk	Ford VB74-12W-44-44-Q-NL
	Mueller B24701RN
3/4" x 16" SCH40 PVC brace	
1" coated copper tail piece 4' long	
24" diameter x 24" deep SDR51 PVC meter box	
24" cast iron flat meter lid	East Jordan 111, w/ Fayetteville logo (35108004)

1-1/2 inch and 2-inch Meter Set

main diameter x 2" saddle	Romac 101NS
2" brass close nipple	
2" ball valve	Ford B11-777-NL
2" MIP x quick joint	Ford C84-77-Q-NL
	Mueller H15428N
2” coated copper – City side	
2" MIP x quick joint	Ford C84-77-Q-NL
	Mueller H15428N
2" meter setter	Ford Custom setter Item VBB77-95082-110-NL
1" x 24" SCH40 PVC brace (x2)	
2" coated copper tail piece 2’ long	
36" diameter x 36" deep composite meter box w/ top ring	East Jordan 8428 Assembly (38003636A01)
28" outer cover, w/ lock	East Jordan 8428E, w/ Fayetteville lettering (00842845A01)
11" inner cover, w/o lock	East Jordan D Meter Cover (32193001)

2.26 TRACER WIRE

A. Tracer wire shall be 12-gauge solid coated copper or coated copper clad steel for underground burial.

B. Jacket color shall be BLUE, and made of High Density Polyethylene (HDPE) or High Molecular Weight Polyethylene (HMWPE) designed for direct burial.

C. Connectors shall be used for all splices or repairs. Connectors shall be moisture displacement style as manufactured by 3M DBR. Wire shall be twisted and bent, without the use of a wire nut prior to insertion into the gel cap.

D. A locate or conductivity test shall be performed prior to signing off on the project.

2.27 MARKING TAPE

A. Non-metallic water marking tape shall be warning tape as manufactured by Rhino Marking and Protection Systems, Harris Industries, Inc.

B. Tape shall have a minimum thickness of 4 mils and manufactured with heavy metal-free polyethylene tape that is impervious to all known alkalis, acids, chemical reagents, and solvents found in soil. The minimum overall width of the tape shall not be less than 3-inches. Standard rolls shall be 1000' length.

C. The tape shall be color coded Safety Blue and imprinted with the following message:
Caution – Buried Water Line Below

2.28 WATER LINE MARKERS

A. Water line markers shall be TriView Marking System by Rhino Marking and Protection Systems, Carsonite International Dual-Sided Utility Marker (CIB-380). All markers shall be installed according to the manufacturer's recommendations. The uppermost portion of the Carsonite marker shall be made of Visibility Enhancer (CVE-360)and must be bolted to the utility marker. TriView markers do not require visibility enhancers. The utility marker shall read as follows: "CAUTION, WATER PIPELINE", "City of Fayetteville", and "Before Digging Call 1-800-482-8998". The label shall also include the official City Logo and be white in color with blue and black lettering. The label shall be affixed to two sides of the marker. An additional white 1" wide reflective tape (3M) shall be placed around the full circumference of the top of the marker. Concrete shall be placed 6-inches around and 1-foot deep around the base of each marker.

B. Markers in rural areas shall be placed adjacent to valves and hydrants and spaced along the length of the water line a maximum of 500 feet.

PART 3 - EXECUTION

3.01 INSTALLATION

A. General Installation Section 2400
B. Water Lines: Refer to Section 4100
C. Water Service Lines: Refer to Section 4100

END OF SECTION 4000

SECTION 4100 INSTALLATION OF WATER PIPE, FITTINGS, AND MATERIALS

PART 1 - GENERAL

1.01 WORK INCLUDED

A. Installation of water lines.

B. Installation of water service lines.

1.02 WORK EXCLUDED

A. Any and all work for, on or connecting to the City's concrete pressure water pipe (Prestressed Concrete Cylinder Pipe, PCCP) is not permitted as a Standard Specification.

B. Any and all work for, on, or connecting to the City's concrete pressure water pipe (Prestressed Concrete Cylinder Pipe, PCCP) will be considered only on specific case by case basis in accordance with Section 1000 General Requirements. Approval will be project specific and requires approval from the Utilities Director.

PART 2 – ADDITIONAL REQUIREMENTS

2.01 ADDITONAL REQUIREMENTS

A. PIERS

1. Water pipe on piers shall be Ductile Iron Pipe. The ductile iron pipe shall meet the requirements of Section 4000 – Water Pipe, Fittings, and Materials, of these Specifications.

2. Piers shall be designed by the Engineer of Record for the specific project and submitted per Section 1000 General Requirements.

3. Install concrete piers as indicated on the approved plans and per Section 3600 - Cast-In-Place Concrete.

B. COLD WEATHER INSTALLATION

1. The City reserves the right to order pipe installation discontinued whenever, in its opinion, there is danger of the quality of work being impaired because of cold weather. Do not lay any pipe on frozen ground. No water pipe shall be installed when the air temperature is less than 32º F unless proper precautions per the manufacturer's recommendations are taken by the Contractor and the method is approved by the Engineer and City.

2. When pipes with rubber gaskets or resilient-type joints are to be laid in cold weather, sufficiently warm the gasket or joint material per manufacturer's recommended methods to facilitate making a proper joint.

C. SOLID SLEEVE INSTALLATION

1. Solid sleeves shall be installed the same as mechanical joint connections for pipe installation.

2. The maximum gap between the two pipes being connected by a solid sleeve shall be one-half (1/2) inch.

PART 3 – EXECUTION

3.01 VALVE INSTALLATION

A. Valves shall be jointed in accordance with the methods of jointing pipe as specified elsewhere herein. Valve stems shall be plumb and there shall not be any obstructions that will prohibit the installation of valve boxes directly over the stem. Mechanical joint retainer glands shall be installed on all valves with mechanical joint ends.

B. All valves shall be firmly supported from below with compacted crushed stone up to and including 8-inch valves, or concrete for all valves greater than 8-inches.

C. All valves shall be double poly wrapped

D. Valve boxes shall be installed over the operating nut of each valve and be of adequate length to reach the finished ground or paved surface. Valve boxes shall be installed with a HDPE Valve Box Alignment Device of the proper size and manufacture to fit the valve and the valve box. Boxes shall be firmly supported, plumb, and centered over the valve operating nut. No part of the box shall rest on the valve. The box cover shall be flush with the finished surface.

E. Operating nut extensions shall be used when the top of the operating nut is greater than 4 feet from the top of finished surface. The stem extension shall be of adequate length to reach from the valve operating nut to a point within 24-inches to 12-inches of the finished surface.

F. Tracer wire shall be brought up on the OUTSIDE of the valve box. A hole or notch shall be made through the valves box approximately 4-inches below the top. The tracer wire shall be pushed through the hole or notch. Approximately 12-inches of wire shall be coiled inside the valves box for traceability. The tracer wire shall not interfere with the insertion of the lid onto the valve box.

G. All lids shall have a concrete pad with a minimum dimension of 18 inches square or round as appropriate. A concrete pad with a minimum dimension of 36 inches square or round as appropriate shall be installed for all valves 24-inches and larger.

3.02 FIRE HYDRANT INSTALLATION

A. Pipe used to install fire hydrants from the required auxiliary valve on the water main to the fire hydrant shall be fully restrained. An additional valve for maintenance may be required for significantly long fire hydrant leads as determined by the designated City engineer.

B. Hydrants shall be thoroughly cleaned before setting, removing all dirt and foreign matter from the barrel and bottom section up to the main valve. The main valve shall be in the "closed" position and the waste outlet shall be free of any obstructions.

C. The Contractor shall take great care to protect the factory applied coating system. Means and methods for the protection of the fire hydrant are the responsibility of the Contractor. At no time shall chains or other abrasive materials come into contact with the factory applied coating system.

D. Minor touchup for “incidental” scratches is permitted using factory provided touchup kits.

E. When the factory applied coating system (from the bury line up), as identified by the City of Fayetteville, has damage other than “minor scratches,” a new upper barrel section shall be ordered and delivered from the factory, inclusive of all internal working parts up to the operating stem breakaway. The upper barrel shall be replaced, and the damaged upper barrel returned to the factory at no cost to the City of Fayetteville. This includes, but is not limited to, excessive scratches, appearance of rust, or other aesthetic flaws. Field repainting of new fire hydrant installations is not permitted.

F. Hydrants shall be located a safe distance from driveways, roadways and narrow type sidewalks and in a manner to provide complete accessibility, and they shall stand plumb with nozzles at proper elevation. The hydrant’s “bury line” shall be set at or no more than four (4) inches above the finished grade elevation; therefore the bottom of hydrant nozzles shall be 18 to 22 inches above the finished grade elevation.

G. Installation of fire hydrant extensions shall be made in the presence of the Engineer or the Engineer’s representative and shall be per the manufacturer’s instructions. The breakable flange and breakable stem coupling shall be removed and installed above ground level.

H. The Contractor shall, if necessary, rotate the hydrant barrel or nozzle section at the flanged joint to obtain the desired nozzle position as specified by the Engineer. The pumper nozzle shall be at a right angle to and face the street unless otherwise directed by the Engineer.

I. The bowl or bottom of the hydrant shall be supported firmly on the bottom and shall be braced against unexcavated earth at the end of the trench with concrete reaction backing. Solid

concrete blocks may be used to support the bottom of the hydrant. If considered necessary by the Engineer, the hydrant shall be tied to the branch pipe with suitable Series 300 STAINLESS STEEL rods or clamps. These rods or clamps shall be furnished by the Contractor without additional compensation.

J. A drainage bed shall be provided under and around the base of the hydrant of at least six (6) cubic feet in volume and extending at least six inches (6") above the drain outlet and shall consist of approved embedment aggregate material. Under no circumstances shall the drain outlet on the hydrant or the drainage bed be connected to a sewer.

K. Backfilling and tamping around hydrant barrels shall be continuous in operation.

L. Fire hydrants, immediately after installation, shall be covered and wrapped with a heavy cloth, water-resistant sack, or black polyethylene sheeting, well taped in place around the hydrant, to identify the hydrant as being "not in service".

M. All fire hydrants installed within the City of Fayetteville water operational territory shall be painted white with glass reflective beads above the ground line. Factory coating system shall be compatible with Sherwin Williams SHER-CRYL™ HPA – High Performance Acrylic B66-300 Series that is used to color code the fire hydrants. Sherwin Williams DTM ACRYLIC COATING shall be used for the Safety Orange color only, as it is not available in HPA.

N. All fire hydrant nozzle caps, bonnets and operating nuts shall be painted with two coats of paint according to the following table:

Flow Under Fire Conditions	Color	Color Specification
More than 1500 gpm	Light Blue	Robotic Blue SW4063
1000 to 1499 gpm	Green	Safety Green SW4085
500 to 999 gpm	Orange	Safety Orange SW4083
Less than 500 gpm	Red	Safety Red SW4081

O. The City of Fayetteville may provide the flow under fire conditions for each new fire hydrant installation based upon the current water modeling software or the Engineer of Record may furnish flow data based upon a current fire hydrant fire flow test performed in the area. Developer is responsible for fees associated with hydrant flow tests conducted by the City.

3.03 METER SETTINGS

A. Meter settings shall be installed where shown on the Drawings and/or as directed by the City. Installation shall be as per the City Engineering Standard Details. Meter setters shall be

installed in a horizontal and plumb position within the meter box and at a depth to provide the required space between the top of the meter and the bottom of the meter box lid.

B. A drainage bed consisting of approved embedment aggregate material shall be placed a minimum of 6-inches thick and 6-inches outside the edge of the bottom of the meter box. Non-woven filter fabric consisting of 8 oz/sy shall be placed on top of the drainage bed. The filter fabric shall extend 12-inch outside the edge of the bottom of the meter box. After the installation of the water service line, meter setter, meter box, and lid, the filter fabric shall be wrapped up the meter box and service line penetrations and taped securely to the meter box to provide a "dirt seal" before backfilling.

C. Tracer wire shall be brought up on the INSIDE of the meter box with the water service line. Sufficient tracer wire shall be provide such that approximately 12-inches of wire will extend beyond the top of the box when pulled taut. The tracer wire shall be loosely coiled and place inside the meter box. Do not wrap the tracer wire around the meter setter. An additional tracer wire shall be installed at the appropriate time from the meter to the building.

D. The bottom of the meter setter connections shall be visible at the bottom of the meter box at the time of testing and of final inspection. Any dirt or debris in the bottom of the meter box shall be removed before the project is released for final payment and/or acceptance.

E. The final grade at the meter box location shall be determined by the Engineer of Record and the meter box shall be placed at that grade. Final grade should take into account probable future installation of topsoil and/or sod. Any boxes falling in driveways or sidewalks shall be relocated at the expense of the developer or lot owner. No meters shall be set by the City until the meter box is adjusted to the proper grade.

F. Where PVC is used for 2-inch water service lines, any joint within 20-feet of the City's side of the meter vault must be mechanically restrained.

3.04 BLOW-OFF INSTALLATION

A. Blow-off hydrants shall be thoroughly cleaned before setting, removing all dirt and foreign matter from the barrel and bottom section up to the main valve. The main valve shall be in the "closed" position and the waste outlet shall be free of any obstructions.

B. Blow-offs shall be so located that the distribution system may be properly flushed, and so that danger of contamination of the water line by backflow will be eliminated. No blow-off shall be connected to any sewer or storm drain, submerged in any surface water or installed in any manner that will permit backsiphonage into the distribution system. The discharge of the blow-off shall be located above natural grade, and be screened, capped or plugged.

C. Blow-off hydrants shall be installed in such a manner to provide complete accessibility, and they shall stand plumb with nozzles at proper elevation. The discharge nozzle shall be a minimum of 24-inches above finished grade elevation.

D. The bowl or bottom of the blow-off hydrant shall be supported firmly on the bottom and shall be well braced against unexcavated earth on the backside of the blow-off hydrant. Solid concrete blocks, or other suitable material may be used to block the blow-off hydrant.

E. A drainage bed shall be provided under and around the base of the blow-off hydrant of at least six (6) cubic feet in volume and extending at least six inches (6") above the drain outlet and shall consist of ASTM #67 gravel. Under no circumstances shall the drain outlet on the hydrant or the drainage bed be connected to a sewer.

F. Backfilling and tamping around blow-off hydrant barrels shall be continuous in operation.

G. Blow-off hydrants, immediately after installation, shall be covered and wrapped with a heavy cloth, water-resistant sack, or black polyethylene sheeting, well taped in place around the hydrant, to identify the hydrant as being "not in service".

3.05 TAPPING SADDLE INSTALLATION

A. Tapping saddles shall be used for 1-inch and 2-inch service taps.

B. The pipe shall be free of dirt and other debris before attaching tapping saddle. That part of the pipe barrel, other than concrete pipe, which will be in contact with the gasket of tapping saddles, shall be smooth. All rough areas on the pipe barrel shall be smoothed. The Contractor shall field verify all pipe and fitting dimensions. Tapping saddles shall be installed at least twenty-four (24) inches from bell joints, fittings, end of pipe joint, or another tap.

C. Tapping saddles shall be bolted securely to the pipe. The face of the outlet shall be zero to ten (0-10) degrees from horizontal. The bolts for tapping saddles shall be alternately tightened "snug" and then alternately tightened to a torque as recommended by the manufacturer.

D. The tapping valve shall be attached securely to the tapping saddle to provide a water tight seal. Proper tools for installing brass hardware shall be used.

E. The pilot drill and shell cutter shall be in good condition. The pilot, shell cutter, and any other component of the tapping machine that will or may come into contact with the interior of the tap valve or potable water pipe, shall be thoroughly sterilized with straight bleach or super-chlorinated solution. The shell cutter shall be the size required to cut the full opening specified and with a sufficient depth greater than the wall thickness of the pipe being tapped.

F. After the tap is complete and the tapping machine has been removed, the bolts for the tapping saddle must be re-torqued per the manufacturer's specifications to ensure a proper seal.

G. The tapping saddle shall be double poly wrapped.

H. The contractor will follow the manufacturer's requirements and follow the current version of the "Tapping Guide for PVC Pressure Pipe", UNI-PUB-8, by the Uni-Bell PVC Pipe Association. The Contractor shall provide the removed pipe coupon to the City.

3.06 TAPPING SLEEVE INSTALLATION

A. The pipe shall be free of dirt and other debris before attaching tapping sleeve. That part of the pipe barrel that will be in contact with the gasket of tapping sleeve, shall be smooth. All rough areas on the pipe barrel shall be smoothed. The Contractor shall field verify all pipe and fitting dimensions. Tapping sleeves shall be installed at least twenty-four (24) inches from bell joints, fittings, end of pipe joint, or another tap.

B. Tapping sleeves shall be bolted securely to the pipe. The face of the outlet shall be plumb. Mechanical joint glands for tapping sleeves shall be installed in accordance with Paragraph 3.06 herein. The bolts for tapping sleeves shall be alternately tightened "snug" and then alternately tightened to a torque as recommended by the manufacturer.

C. The tapping valve shall be bolted securely to the tapping sleeve. The tapping valve shall be adequately supported from beneath. The weight of the tapping valve shall not be supported by the tapping sleeve. A concrete "mud slab" at least six (6) inches thick shall be poured under the location of all tapping valves 12 inches and larger and the weight of the valve shall be supported by the mud slab. The tapping machine shall be bolted securely to the valve.

D. After installation of the tapping sleeve and the tapping valve and before drilling through the pipe, the assembly shall be hydrostatically tested at the pressure specified in Section 5300, herein, by introducing water through the sleeve test tap.

E. The pilot drill and shell cutter shall be in good condition. The pilot, shell cutter, and any other component of the tapping machine that will or may come into contact with the interior of the tap valve or potable water pipe, shall be thoroughly sterilized with straight bleach or super-chlorinated solution. The shell cutter shall be the size required to cut the full opening specified and with a sufficient depth greater than the wall thickness of the pipe being tapped.

F. Openings in the pipe barrel for tapping saddles installed on dry pipe shall be cut with a pilot drill and shell cutter. Torch cutting is not permitted.

G. Tapping operations must not commence before inspection by the Engineer or his authorized representative. Tapping operations must not commence before the tapping assembly has passed a pressure test as detailed in Section 5300 herein.

H. Only qualified operators shall operate the tapping machine. The "coupon" shall be withdrawn and be given to the Engineer for inspection. Care shall be exercised to avoid drilling or cutting

the backside of the pipe by carefully assuring the engagement of the pilot drill and shell cutter shaft.

I. After the tap is complete and the tapping machine has been removed, the bolts for the tapping sleeve must be re-torqued per the manufacturer's specifications to ensure a proper seal.

J. All taps 12-inch and larger shall require the installation of a butterfly valve immediately after the tapping valve. The tapping valve shall be fully opened and abandoned in place.

K The tapping sleeve shall be double poly wrapped.

L. Tapping sleeves shall be adequately thrust blocked with concrete.

3.07 CONCRETE THRUST BLOCKS AND ANCHOR COLLARS

A. Concrete thrust blocks and anchor collars shall be provided along the water line in accordance with the construction details, plan sheets, or as directed by the Engineer. The concrete mix (as defined in Section 3600 herein) shall be Class "1" for anchor collars and Class "1" for thrust blocks. All bends, tees, caps, plugs, and fire hydrants shall be thrust blocked unless specifically detailed in the construction drawings that no thrust blocking is required. All vertical bends shall be both fully restrained and fully thrust blocked. Horizontal bends will be both fully retrained and fully thrust blocked when required by the City.

B. Concrete for thrust blocks and anchor collars shall be placed against undisturbed soil. The excavation shall be hand shaped and free of loose material. Forms shall be used to confine the concrete in areas other than that part that is in contact with undisturbed soil in the direction of the thrust.

C. No concrete shall be placed around any part of a joint or placed so that it interferes with the removal of any joint accessories such as bolts, followers, threads, collars, couplings, etc. Fire hydrant drains shall not be restricted.

D. The top of the concrete thrust block or anchor collar shall be struck off with a wood straight edge or float.

E. Concrete shall not be placed when the temperature is below 40° F and dropping or below 35° F if the temperature is rising, unless approved by the Engineer.

F. Admixtures are not to be used without the approval of the Engineer.

G. All reinforcement shall be inspected by the Engineer prior to placement of concrete. All placement of concrete must be in the presence of the Engineer or his representative. The Contractor is cautioned that he may be required to remove, without compensation, any concrete placed in the absence of the Engineer or his representative.

H. Backfill over concrete thrust blocks or anchor collars shall not be placed before the concrete has attained initial set.

I. No thrust blocks shall be less than six inches (6") thick between the pipeline or appurtenances and undisturbed soil in the direction of thrust on pipes 12-inch diameter and smaller. On larger pipes, the thickness of thrust blocks shall be as directed by the Engineer. A thrust block with any component of its length to width to depth ratio exceeding two (2) shall be reinforced with steel reinforcement bars as directed by the Engineer. The Engineer will consider the size of the thrust block, the size of the water main, and the system pressure in the determination of the size and spacing of the steel reinforcement.

J. The excavation shall be free of water before concrete is placed. Steel reinforcement shall be placed as specified on the drawings.

K. The pipe or appurtenances to be in direct contact with concrete shall be cleaned before placing the concrete.

L The area of contact of the thrust blocks and anchor collars shall be sufficient to resist the thrust. This will vary depending on the safe bearing value of the soil.

The Engineer of Record is required to design the thrust blocks, anchors and other restraints and submit to the City for review and approval.

If requested by the City, the engineer of record shall provide a geotechnical report to include soil valves for thrust blocking design.

N. Thrust blocks for vertical bends shall be adequate to resist the thrust by mass alone when the thrust is upward.

O. Thrust blocks and anchor collars shall be adequate to restrain the pipeline and appurtenances at design pressure equal to 150% of the static pressure at the lowest point with a minimum pressure of 200 psi. The Engineer of Record shall provide calculations for review for all thrust blocks, anchor collars and other thrust restraints.

P. Concrete thrust blocks and anchor collars on 12-inch and smaller pipelines shall have a minimum curing time of three days (72 hours) before any pressure is placed against the block or collar. Concrete thrust blocks and anchor collars on 14-inch and larger pipelines shall have a minimum curing time of seven days before any pressure is placed against the block or collar.

Q. Concrete thrust blocks or anchor collars that fail to restrain the pipe or appurtenances shall be replaced by the Contractor at his expense.

R. Reducers receiving an anchor collar shall be long bodied fittings.

S. All water lines with dead ends shall be installed with an upstream valve, one full joint of pipe with a MJ restraining gland, concrete anchor collar, a MJ cap with restraint, and a blow off assembly. The seat of the MJ restraining gland on the pipe shall face the valve.

T. Anchor collars subject to two-way thrust shall have two identical "A"/"B" reinforcement steel mats as shown in the City Engineering or project specific detailed drawings. Anchor collars for 18" and smaller diameter pipe with two-way thrust shall have two (2) Mega-Lug retaining glands placed back-to-back, spaced just inside the two reinforcing steel mats.

U. The use of wood or any material that may deteriorate is strictly prohibited.

3.08 BACKFILLING AND INSPECTION

A. Before backfilling, install concrete thrust blocks and anchor collars in accordance with the plans and details at the location and interval as shown on the Drawings. Use concrete as specified in Section 3600-Cast-In-Place Concrete.

B. After the pipeline is installed and visually inspected by the Engineer, backfill the trench per Section 2300-Excavation, Backfilling, and Compacting.

C. Test the pipeline per Section 5300-Inspection and Testing of Water Lines and Service Lines.

D. Repair all pavements per Section 6000-Pavement Repair.

E. Repair all incidental damage to buildings, structures, utilities, pavements, landscaping, etc.

F. Repair sodded and grass areas to original condition per Section 6100-Lawn and Grass Restoration.

3.09 WATER LINE INSTALLATION - AERIAL CROSSINGS

A. Construct piers as shown on the approved Drawings.

B. Install encasement pipe on piers as shown on the approved Drawings.

C. Insulate encasement as required by the City.

3.10 SEWER LINE CROSSINGS

A. Sewer lines installed under a water line must have a clear distance between pipes of at least eighteen (18) inches.

B. The sewer line shall be installed such that a joint of pipe is centered along the water line and the joints are as far as possible from the water line.

C. If 18-inches of clearance cannot be provided or when the water main must pass under the sewer main, either the sanitary sewer main or the water main shall be encased in twenty (20) feet of watertight encasement pipe, centered over the point of crossing. Crossings that are not perpendicular will require more than twenty (20) feet of encasement. The encasement shall extend a minimum of ten (10) feet perpendicular from the outside edges of the line that is not being encased. The ends of the encasement pipe shall be sealed watertight. If the water main passes under the sewer main, 18-inches of clearance is still required between pipes. Refer to Section 3400 – Steel Encasement Pipe.

3.11 STORM SEWER CROSSINGS

A. All water lines crossing under all concrete storm drains, or any storm drain 30-inch diameter and larger, or all storm drains with multiple pipe runs, shall be steel encased a minimum of 5 feet either side of the storm drain.

3.12 CUT AND CAP

A. Water lines that are to be abandoned shall be cut and capped as shown on the CIty Engineering standard details.

B. Mechanical joint restraints and concrete shall be used to resist thrust loads.

3.13 ABANDON CORPORATION STOP

A. All corporation stops used for testing and/or chlorination need to be properly abandoned by fully closing the corporation stop, removing all service line materials, installing a solid copper disk, and reinstalling the corporation nut resulting in a water tight seal in the event that the corporation valve fails.

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END OF SECTION 4100

SECTION 4200 WATER LINE PRESSURE REDUCTION PROCEDURES

PART 1 - GENERAL

1.01 WORK INCLUDED

A. This section covers the procedures associated with reducing water line pressure for construction.

1.02 PROCEDURES

A. Water lines may need to have the pressure significantly reduced to facilitate construction in a project area, i.e. tie-ins or cut and caps.

B. Water pressure reductions shall be approved and coordinated with the City of Fayetteville Water & Sewer Department.

C. The maximum amount of time that the line is permitted to be shut down shall be determined by the City of Fayetteville Water & Sewer Department.

D. The Contractor shall have sufficient materials, labor, and necessary backup provisions in place prior to initiating water line pressure reduction to ensure that construction activities can be completed within the time determined by the City of Fayetteville Water & Sewer Department.

E. A minimum of 72-hour notice shall be provided to each affected customer using the attached water pressure reduction notice.

F. The Contractor shall distribute the notices and generate a list of each address that the notices are delivered to. The list shall be given to the City of Fayetteville Water & Sewer Department for their files.

1.02 CONSTRUCTION REQUIREMENTS

A. The excavation in the project area shall be dewatered prior to pressure in the water main being reduced.

B. All water pipe, fittings, and materials shall be disinfected per AWWA C651, latest revision.

C. Immediately after construction is complete, the existing water lines shall be flushed thoroughly and background chlorine levels re-established.

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CITY OF FAYETTEVILLE ARKANSAS

WATER SYSTEM NOTICE TO THE CUSTOMER

WATER PRESSURE REDUCTION

DATE: _____

Due to scheduled water system maintenance in your area, the contractor listed below, under supervision of the engineer listed below, must significantly reduce the water pressure in the area serving your business or residence. The water pressure will be reduced at the following time:

DATE TURNED DOWN: _____

TIME TURNED DOWN (approximate): _____

TIME TURNED BACK ON (approximate): _____

The pressure will probably be reduced such that you will not have water available in your residence or business. We are attempting to make the repairs in this way to avoid having to put your home or business on a precautionary boil order. Your water will be perfectly safe to drink as soon as full pressure is restored.

If the repair does not work as we expect and a boil order becomes necessary, you will be notified, in writing, when the need for the boil order is identified.

If you need to draw water for use, please do so before the time we will be reducing pressure.

If you have any questions, please call one of the following:

Engineer: _____ _____
Company and Contact Name Phone

Contractor: _____ _____
Company and Contact Name Phone

Thank you for your patience and consideration.

Water & Sewer Division
479-575-8386

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END OF SECTION 4200

SECTION 5000 SEWER LINE CLEANING

PART 1 - GENERAL

1.01 WORK INCLUDED

A. This Section covers the cleaning of sewer lines.

1.02 SUBMITTALS

A. The Contractor shall submit for approval manufacturer's brochures and specifications for his proposed cleaning equipment. The equipment and methods selected for cleaning shall be approved by the City and the Engineer of Record.

PART 2 - PRODUCTS

2.01 EQUIPMENT

A. Equipment selected for cleaning shall be of a type generally recognized by the trade for the purpose being used and that has proved satisfactory. The equipment shall be capable of removing all roots, dirt, grease, rock and other deleterious material and obstructions from the sewer lines and manholes that would prevent efficient use of the inspection equipment.

1. Hydraulic cleaning equipment shall be of a movable dam type and shall be constructed in such a way that a portion of the dam may be collapsed at any time during the cleaning operation to protect against flooding of the sewer. Sewer cleaning balls or other such equipment which cannot be collapsed instantly will not be considered acceptable cleaning equipment. The moveable dam shall be of the same diameter as the pipe being cleaned and shall provide a flexible scraper around the outer periphery to insure total removal of grease. If a line segment is found to be completely stopped up or plugged or heavily intruded with roots, then a mechanical root cutter shall be used.

2. High velocity hydro-cleaning equipment shall be truck mounted for ease of operation. The equipment shall have minimum of 600 feet of 1 inch I.D. high pressure hose with a selection of two or more high velocity nozzles. The nozzles shall have a capacity of 60 GPM at a minimum working pressure of 1000 pounds per square inch (psi). The nozzles shall be capable of producing a scouring action from 15 degrees to 45 degrees in all size lines designated to be cleaned. Equipment shall also have a high velocity gun for washing and scouring manhole walls and floor. The equipment shall carry its own water tank capable of holding corrosive or caustic cleaning or sanitizing chemicals, auxiliary engines, pump and a hydraulically driven hose reel. All controls shall be located so that equipment can

be operated above ground with minimal interference to traffic and/or danger to the operator.

3. Mechanical cleaning equipment shall be used to remove heavy accumulations of silt, sludge, etc., and roots. Bucket machines shall be operated in pairs with each machine powered by an engine with a minimum of 16 horsepower (HP) to ensure sufficient pulling power. Machines shall be capable of operating at least two speeds to match job conditions. Sufficient accessories and tools shall be furnished to accomplish the required cleaning in a complete and efficient manner.

4. Power rodding machines shall be of a continuous rod type, capable of holding a minimum of 1000 feet of rod. The rod shall be specifically treated steel. The machine shall have a positive rod drive and produce a 2000 pound rod pull. To insure safe operation, the machine shall have a fully enclosed body and an automatic safety throw-out clutch.

5. Cleaning equipment shall be provided that includes an air conveying vacuum system to provide for the simultaneous removal of the debris flushed to the manhole.

6. A temporary debris catcher, as approved by the Engineer, shall be used in the downstream manhole.

2.02 PERSONNEL

A. Contractor personnel shall be thoroughly familiar with all phases of sewer line cleaning to insure satisfactory end results without causing damage to the sewer lines or adjacent property.

PART 3 - EXECUTION

3.01 CLEANING EQUIPMENT

A. Since the success of related work depends a great deal upon the cleanliness of the lines, the importance of the cleaning operation cannot be too strongly emphasized. The equipment selected for cleaning shall be capable of removing all dirt, grass, rocks and other deleterious materials from the sewer lines and manholes. Particular emphasis is placed on the removal of grease accumulations so that cracks and breaks can be observed during television inspection and so that joints can be isolated during testing and sealing operations.

B. The Contractor shall make an inspection of the lines to be cleaned in order to determine the type of cleaning equipment that is required. It is anticipated that hydraulic cleaning will be adequate for most of the line segments.

3.02 CLEANING REQUIREMENTS

A. Prior to inspection, the designated sewer lines, as shown on the project drawings, will be thoroughly cleaned as specified below:

1. The sewer lines shall be cleaned by using standard mechanically powered or hydraulically propelled cleaning tools or combinations thereof, such as rodding machines, boring machines, hydraulic balls, cones, ferrets, or other similar devices.

2. All roots, sludge, dirt, sand, rock, grease and other solid or semi-solid material resulting from the cleaning operations shall be removed at the downstream manhole without passing the material from section to section, which could cause stoppage of the lines or accumulation in the wet well and damage to pumping equipment. When cleaning equipment is used, a debris catch riser as shown in the project specific or City engineering standard details shall be used in the downstream manhole so that both solids and water shall be trapped. All solids or semi-solids resulting from the cleaning operations shall be removed from the site and disposed of at no additional cost to the Owner. It the responsibility of the Contractor to secure a legal dump site for the disposal of this material.

3. Satisfactory precautions shall be taken to protect the sewer lines from damage that might be inflicted by the improper use of cleaning equipment. Whenever hydraulically propelled cleaning tools, which depend upon water pressure to provide their cleaning force or any tools which retard the flow of water in the sewer lines are used, precautions shall be taken to insure that the water pressure created does not cause any damage or flooding to public or private property being served by the manhole section involved. The flow of sewage present in the sewer lines shall be utilized to provide necessary fluid for hydraulic cleaning devices whenever possible. When additional quantities of water from fire hydrants are necessary to avoid delay in normal working procedures, the water shall be conserved and not used unnecessarily. No fire hydrant shall be obstructed or used when there is a fire in the area. Before using any water from the City water supply system, the Contractor shall obtain a hydrant meter from the Meter Department. The Contractor shall be responsible for the water meter and related charges for the setup, including the water usage bill. All expenses shall be considered incidental to cleaning.

4. UNDER NO CIRCUMSTANCES SHALL SEWAGE OR SOLIDS REMOVED THEREFROM BE DUMPED ONTO STREETS OR INTO DITCHES, CATCH BASINS, STORM DRAINS OR SANITARY SEWER MANHOLES.

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END OF SECTION 5000

SECTION 5100 SEWER LINE TELEVISION INSPECTION

PART 1 - GENERAL

1.01 WORK INCLUDED

A. All new sewer lines constructed shall be inspected via internal television inspection.

B. This section covers the television inspection (closed circuit television inspection – CCTV) of sewer lines.

1. The inspection of each line shall be by a television (TV) camera especially designed to accurately show the condition of the lines from the interior and with the ability determine the depth of water in the event of any pooling and to pinpoint the locations of line faults and necessary repairs.

2. A sewer line joint means the junction of two adjacent lengths of sewer pipe, and a fault is any crack too small to warrant pipe replacement. The term "manhole section" as used in these specifications shall mean the length of pipe connecting two manholes.

1.02 SUBMITTALS

A. The Contractor shall submit for approval manufacturer's brochures and specifications for proposed TV equipment.

1.03 INSPECTION

A. Immediately upon cleaning the sewer line in one location, it shall be televised to determine the condition of the line and location of existing service connections, etc.

B. The sewer lines shall be visually inspected by TV camera. The section being inspected shall be suitably isolated from the remainder of the sewer line as necessary.

C. The camera shall be moved through the line in either direction at a uniform slow rate not to exceed 60 feet per minute, by means of cable winches, or similar mechanisms. Under no circumstances shall the camera be tethered to a hydraulically propelled or high-velocity jet cleaning device while the cleaning device is on.

D. The camera shall stop at each service connection and provide a view up the service line.

E. Telephone, or similar suitable means of communications, shall be set up between the two winches, the pumping unit and the monitor control.

F. Under certain conditions, it may be impossible for inspection equipment to pass through a manhole section due to damaged pipe or other obstructions not correctable by internal methods. In such cases, the Engineer will be notified.

G. TV inspection will be done one manhole section at a time and the flow in the section being inspected will be suitably controlled. Sewer flow will not exceed those shown below as measured in the manhole:

6” - 10” Pipe	1 inch
12” - 14” Pipe	2 inches
14” - 24” Pipe	3 inches
Over 24” Pipe	4 inches

H. The Contractor will make all provisions for pumping or bypassing the flow around the manhole section and the cost shall be incidental to TV inspection. Contractor shall not be allowed to float the camera unless permitted by the City.

I. It is possible that some sections of the sewer line cannot be televised; therefore, house or building connection lines will have to be located on the ground by the Contractor. All cost for locating these service lines shall be included in the cost bid for house or building service line reconnection.

PART 2 - PRODUCTS

2.01 TELEVISION INSPECTION EQUIPMENT

A. The television camera and monitoring equipment shall be specifically designed and constructed to perform the work as specified. The camera shall be operative in conditions of 100% humidity and/or under water. The camera shall be small enough to pass through a 6 inch diameter sewer and shall be waterproof with a self contained lighting system capable of producing enough light to produce clear, bright, sharp pictures on the monitor.

The lighting and camera quality shall be suitable to allow a clear, in focus picture of a minimum of 6 linear feet of the entire inside periphery of the sewer pipe and the measuring device to determine the depth of water in the event of any pooling. Picture quality and definition shall be to the satisfaction of Engineer; otherwise, the equipment shall be removed from the line without pay.

B. The monitor shall be located within a temperature controlled television unit that will accommodate three people to watch the sewer line inspection. The monitor will have a 12-inch minimum viewing screen. The Engineer will have access to view the television monitor at all times.

C. The camera must be capable of measuring depth (in inches) of pooled water within the pipe. This shall be accomplished by measuring equipment mounted directly to the camera in view of the lens, or other methods as approved by the Utilities Director.

PART 3 - EXECUTION

3.01 TELEVISION INSPECTION BY THE CONTRACTOR

A. The Contractor shall furnish video media of the lines televised to the Engineer for review and comments, which may require up to thirty (30) calendar days from the date submittal to the City. Unless approved otherwise by the City, the video media shall be DVD format. Video shall play in a standard DVD player without the need of viewing software. Each video media shall be permanently labeled with the following information furnished:

1. Project Job Number
2. Manhole to Manhole Designation
3. Name of Contractor
4. Date Televised

B. The following information shall be recorded and visible onscreen for 10 seconds immediately before the start of televising each line segment:

1. Project Job Number
2. Manhole to Manhole Designation (Number, Pipe Material, Size of Line, and Direction of Televising)
3. Name of Contractor
4. Date Televised
5. Street and or Easement Location
6. Drawing Sheet Number

C. A continuous uninterrupted recording of distance from the insertion manhole shall be visible at the lower left corner of the screen at all times during inspection.

D. The following information shall be provided in hard copy to accompany each tape:

1. Project Job Number
2. Name of Contractor
3. Date Televised
4. Street or Other Location
5. Upstream Manhole Designation
6. Downstream Manhole Designation
7. Pipe Material

8. Pipe Diameter
9. Direction of Televising (Downstream or Upstream)
10. Continuous Time Log Designating Start and Finish of Each Line Segment Televised. Time shall begin at 0hr 0min 0sec at the beginning of each tape.
11. Location of Service Connections

E. Media will become the property of the City. If the video is of such poor quality that the Engineer is unable to evaluate the condition of the sewer line or to locate service connections, the Contractor will be required to retelevise and provide a good video of the line at no additional cost to the City.

PART 4 - PASS/FAIL CRITERIA

4.01 CRITERIA

A. The PASS/FAIL decision will not be made in the field.

B. The following items will be reviewed during the inspection:

1. Pipe bell ends facing downstream
2. Manhole Inverts:
   Geometry compared to city details. Invert shape, size, and roughness.
3. Service Connections
   Proper placement and connection to pipe per city details and specifications.
4. Loose or missing pipe joint gaskets
5. Pipe Joints not fully seated, or over-inserted.
6. Pipe integrity
   Crushed (or out of round)
   Damaged pipe (cracks, chips, etc.)
7. Pooling of water in the pipe.
   Any pooling of water that is deeper than ¾" will require the sewer main line to be adjusted to eliminate the problem.
8. Debris / Sediment.
   The line should be clear of all sediment and debris.

END OF SECTION 5100

SECTION 5200 INSPECTION AND TESTING OF SEWER LINES, MANHOLES, AND SERVICE LINES

PART 1 - GENERAL

1.01 WORK INCLUDED

A. This section covers the inspection and testing of sewer lines, manholes, and service lines. Holiday testing shall be required on all epoxy lined manholes and sewer wet wells. Testing is required before final acceptance of sewer lines and service lines by the City.

B. If more than two (2) repairs are necessary on any 100-foot segment of sewer line (gravity or force main) then the repairs may not commence until the Engineer of Record has provided a report explaining the deficiencies and outlining a custom plan of repair, remediation, or replacement. This document must be approved by the City of Fayetteville prior to further disturbances to the utility.

1.02 SCOPE OF WORK

A. All pipelines shall be inspected and tested before final acceptance. The methods to be used are as follows:

1. New Gravity Sewer Lines

    a. Visual inspection during installation and before backfill.
    b Low pressure air test.
    c. Television inspection.
    d. Mandrel test (Flexible pipes only)
    e. Final Visual Inspection
    f. Infiltration/exfiltration
    g. Tracer wire continuity test.

2. Manholes

    a. Visual inspection during installation and before backfill.
    b. Vacuum testing.
    c. Final visual inspection.
    d. Holiday test (epoxy coatings).
    e. Cored connection dye-testing

3. Replacement Sewer Lines and Point Repairs

    a. Visual inspection during installation and before backfill.
    b. Low pressure air test/exfiltration, infiltration.
    c. Television inspection.
    d. Mandrel test.
    e. Final visual inspection.

4. Force Mains

   a. Visual inspection during installation and before backfill.
   b. Hydrostatic pressure test.
   c. Tracer wire continuity test.

5. Service Lines

   a. Visual inspection during installation and before backfill.
   b. Low pressure air test.
   c. Exfiltration test.

1.03 DELIVERABLES

A. The Engineer shall provide a complete and comprehensive testing report summary complete with all inspection and testing dates and results.

PART 2 - PRODUCTS

A. As specified elsewhere within these Standards.

PART 3 - EXECUTION

3.01 VISUAL INSPECTION DURING INSTALLATION AND BEFORE BACKFILL

A. The Engineer shall be responsible for inspecting sewer lines, manholes, and service lines during all phases of construction. The Engineer shall provide comprehensive inspection services. All work not conforming to these specifications that is discovered during this inspection phase will be corrected by the Contractor.

3.02 PRESSURE TEST FOR GRAVITY SEWER PIPELINES

A. The Contractor will perform pressure tests on all gravity sewer lines.

B. Lines will not be accepted until they pass all required tests.

C. Perform the tests in the presence of the City representative. Provide at least 48 hours' notice before beginning testing.

D. The primary test method is the Low Pressure Air Loss test.

3.03 LOW PRESSURE AIR LOSS PROCEDURE FOR GRAVITY SEWER PIPELINES

A. Plug all pipe outlets with suitable test plugs. Brace each plug securely.

B. Pipe air supply to pipeline to be tested so that air supply may be shut off, pressure observed, and air pressure released from the pipe without entering the manhole. Install a valved

branch in the supply line past the shut-off valve terminating in a 1/4" female pipe thread for installation of the test gauge.

C. Add air slowly to portion of pipe under test until test gauge reads at least 4 psig, but less than 5 psig.

D. Shut air supply valve and allow at least two minutes for internal pressure to stabilize.

E. The pressure shall then be decreased to 3.5 psig.

F. Upon reaching 3.5 psig, the time in minutes, seconds for the pressure to fall 1 psig so that pressure at the end of time of the test is at least 2.5 psig shall be observed.

G. Compare observed time with minimum allowable times in the following chart for pass/fail determination.

TEST CHART FOR AIR TESTING SEWERS
Leakage Testing of Sewers by Low Pressure Air Loss
(Time Pressure Drop Method)

Table 1 - Minimum Test Times in Minutes.Seconds for 1 psig drop (3.5 psig to 2.5 psig)										
Distance Between Manholes	Nominal Pipe Diameter (inches)									
	8	10	12	15	18	21	24	30	36	42
100	7.33	9.26	11.20	14.10	17.00	19.49	22.47	35.36	51.17	69.48
150	7.33	9.26	11.20	14.10	17.00	26.1	34.11	53.25	76.55	104.42
200	7.33	9.26	11.23	17.48	25.38	34.54	45.35	71.13	102.34	139.36
250	7.33	9.53	14.14	22.15	32.03	43.37	56.59	89.02	128.12	174.3
300	7.35	11.52	17.05	26.42	38.27	52.21	68.22	106.5	153.51	209.24
350	8.51	13.51	19.56	31.09	44.52	61.04	79.46	124.39	179.29	244.19
400	10.07	15.49	22.47	35.36	51.17	69.48	91.10	142.27	205.08	279.13
450	11.23	17.48	25.38	40.04	57.41	78.31	102.34	160.16	230.47	314.07
500	12.39	19.47	28.29	44.31	64.06	87.15	113.58	178.04	256.25	349.01
550	13.55	21.45	31.20	48.58	70.31	95.58	125.21	195.52	282.04	383.55
600	15.11	23.44	34.11	53.25	76.55	104.42	136.45	213.41	307.42	418.49

H. Where groundwater level is above the crown of the pipe being tested, increase test pressure at the rate of 1 psi for every 2.5 feet of water above the crown.

I. Air Testing Safety Requirements:

1. Securely brace plugs used to close the sewer pipe for the air test; this is to prevent the unintentional release of a plug which can become a high velocity projectile. For example: four pounds (gauge) air pressure develops a force against the plug in a

12" diameter pipe of approximately 450 pounds; this force can propel a 12-inch plug weighing 10 pounds to supersonic speeds.

2. Locate gauges, air piping manifolds, and valves at the top of the ground. Entry by anyone into a manhole where a plugged pipe is under pressure is strictly prohibited.

3.04 HOLIDAY TESTING FOR EPOXY LININGS

A. High voltage holiday detection for coating systems installed in corrosive environments, when it can be safely and effectively employed, shall be performed to ensure monolithic protection of the substrate. After the coating product(s) have cured in accordance with manufacturer recommendations, all surfaces shall be inspected for holidays in accordance with NACE RPO 188-99, Discontinuity (Holiday) Testing of New Protective Coatings on Conductive Substrates. All detected holidays shall be marked and repaired according to the coating product(s) manufacturer's recommendations.

B. Test voltage shall be a minimum of 100 volts per mil of coating system thickness.

C. Detection of a known or induced holiday in the coating product shall be confirmed to ensure proper operation of the test unit.

D. All areas repaired shall be retested following cure of the repair material(s).

E. In instances where high voltage holiday detection is not feasible a close visual inspection shall be conducted and all possible holidays shall be marked and repaired as described above.

F. Documentation of areas tested, equipment employed, results, and repairs made shall be submitted to the City/Engineer by Contractor.

3.05 TELEVISION INSPECTION

A. The Contractor shall televise all newly installed sewer mains as follows:

1. Television inspection shall be performed no less than 30-days after the pipe has been backfilled. Inspection shall be performed after mandrel testing, if applicable.
2. The Contractor shall clean all lines thoroughly prior to the start of televising.
3. Prior to performing the video test, 5 gallons of clean water per 100 feet of sewer line shall be poured down the sewer main in order to highlight low spots.
4. The Contractor shall televise each segment of pipe.
5. The Contractor shall review the video for possible defects in material or workmanship.
6. The Contractor shall correct any defects discovered during the television inspection at the Contractor's expense.
7. The Contractor shall deliver to the Engineer final video and logs after all defects have been repaired.

3.06 MANDREL TEST

A. Mandrel testing shall be performed no less than 30-days after the pipe has been backfilled.

B. The maximum allowable pipe deflection is five (5) percent of the inside pipe diameter.

C. Any sewer pipe which fails the mandrel test prior to final acceptance will not be accepted by the City until the defects are corrected.

D. All mandrel tests shall be performed by the Contractor while observed by City personnel.

3.07 SUPPLEMENTAL MANDREL TESTING

A. The City may at any time after final acceptance perform supplemental mandrel testing on pipelines constructed of flexible pipe material. These supplemental tests will be performed as detailed above with a maximum allowable long term deflection of five percent (5%).

B. Any sewer pipe which fails the mandrel test prior to expiration of the maintenance bond will be corrected by the Contractor at the Contractor's expense. If the Contractor fails to correct these defects after a reasonable time, the City will correct the defects and file a claim with the bonding company.

3.08 FINAL VISUAL INSPECTION

A. Upon completion of the above tests the Engineer will perform a final visual inspection of sewer lines and manholes.

B. A punch list of defects (including obvious running leaks) will be prepared and sent to the Contractor for correction at the Contractors' expense.

3.09 INSPECTION FOR SERVICE LINES

A. All building sewer installations shall be inspected and approved by an authorized City inspector.

B. Backfill may only be placed on the completed portions of a building sewer following inspection. No approval certificate shall be issued until all portions of a building sewer from the main connection to the building foundation have been inspected and approved by an authorized inspector. At the time of inspection, the pipe should be in place in the trench with the top half of the pipe barrel exposed. No approval will be given for building sewers all or a portion of which are covered at the time of inspection.

C. All building sewers are subject to testing to insure water tightness. All tests must be performed in the presence of the Engineer. Tests may be either by:

1. Water Loss Test Procedure; or,

2. Low Pressure Air Loss Procedure.

D. If, in the opinion of the Engineer, the line in question is properly installed and free from open joints and breaks, building sewers constructed entirely of cast iron soil pipe may be connected to the city sewer without testing.

E. Low Pressure Air Loss Procedure

1. Plug securely both ends of the line to be tested.
2. Charge the line with air to a pressure of 4.5 psig.
3. Allow at least five minutes for the temperature in the pipe to stabilize.
4. Measure the time required for a one (1.0) psi drop in pressure.
5. The minimum time for a one psi loss is 28.5 x d seconds where d = the nominal diameter in inches of the pipe being tested.

3.10 PRESSURE TEST FOR FORCE MAINS

A. Perform hydrostatic leakage tests for force mains the same as water pipe, see Section 5300, by filling the force main with water and increasing the pressure to a testing pressure of 150% of the working pressure with a minimum of 100 psi and a maximum pressure of 250 psi.

B. The duration of the leakage test shall be two hours.

C. The maximum allowable leakage rate shall be 1 gallon per foot diameter of pipe per 1000 feet of force main for the duration of the 2 hour test.

D. The force main will not be accepted until the actual leakage is equal to or less than the allowable. In addition, all obvious leaks shall be repaired.

3.11 MANHOLE TESTING

A. The Contractor shall vacuum test all new manholes constructed.

B. Precast manholes shall be vacuum tested prior to backfill.

C. The Contractor shall vacuum test all manholes that have been sealed (waterproofed).

D. The Contractor shall vacuum test all manholes that have been epoxy lined.

E. Manholes shall be tested in accordance with ASTM C 1244, latest edition. Vacuum test shall not be performed earlier than 7 days after construction for cast in place manholes. The Contractor shall provide all testing equipment, pump, hosing, seal, and other incidentals. Vacuum test head shall be positioned at the top of the casting (the surface on which the manhole cover rests, to include grade rings) in accordance with the equipment

manufacturer's instructions. A vacuum of 10-inches of mercury shall be drawn and the vacuum pump isolated by the shut-off valve on the test head connection. When valve is closed, time measurement shall commence, and the time required for vacuum drop to 9-inches of mercury shall be observed and recorded. Manholes shall pass if the time for the vacuum reading to drop from 10-inches of mercury to 9-inches of mercury meets or exceeds the time values in seconds in the following table.

Table 2 - Minimum Test Times for Various Manhole Diameters (seconds)									
Depth (feet)	Diameter (inches)								
	30	33	36	42	48	54	60	66	72
<10	11	12	14	17	20	23	26	29	33
10	14	15	18	21	25	29	33	36	41
12	17	18	21	25	30	35	39	43	49
14	20	21	25	30	35	41	46	51	57
16	22	24	29	34	40	46	57	58	67
18	25	27	32	38	45	52	59	65	73
20	28	30	35	42	50	53	65	72	81
22	31	33	39	46	55	64	72	79	89
24	33	36	42	51	59	70	78	87	97
26	36	39	46	55	64	75	85	94	105
28	39	42	49	59	69	81	91	101	113
30	42	45	53	63	74	87	98	108	121

F. Manholes showing greater than the allowable leakage shall be repaired and re-tested until a satisfactory leakage result is obtained.

G. If a main or service line connection is cored or cut into a new or existing manhole, this connection must be dye-tested to verify no infiltration/inflow is permitted at the connection. A biodegradable, non-hazardous food-grade dye must be utilized. Dye must encompass the new connection, on the outside of the manhole for a period of 1-hour without any dye entering the manhole, based on visual inspection. If a vacuum test can be performed on the manhole, no dye test will be required at the new connection.

3.12 TRACER WIRE CONTINUITY TESTING

A. Contractor shall perform a continuity test on all tracer wire in the presence of the Engineer or the Engineers' representative. If the tracer wire is found to be not continuous during testing, Contractor shall repair or replace the failed segment of wire at their own expense.

B. A final continuity test shall be performed by a Water and Sewer Department representative before the project will be accepted by the City. If the tracer wire is found to be not continuous during testing, Contractor shall repair or replace the failed segment of wire at his own expense.

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END OF SECTION 5200

SECTION 5300 INSPECTION AND TESTING OF WATER LINES AND SERVICE LINES

PART 1 - GENERAL

1.01 WORK INCLUDED

A. This section covers the inspection/observation and testing of water lines and services lines. Testing is required before final acceptance of water lines and service lines by the City.

B. If more than two (2) repairs are necessary on any 100-foot segment of water line then the repairs may not commence until the Engineer of Record has provided a report explaining the deficiencies and outlining a custom plan of repair, remediation, or replacement. This document must be approved by the City of Fayetteville prior to further disturbances to the utility.

1.02 SCOPE OF WORK

A. All pipelines shall be inspected and tested before final acceptance. The methods to be used are as follows:

1. New Water Pipelines

    a. Visual inspection during installation and before backfill.
    b Hydrostatic pressure test.
    c. Disinfection.
    d. Bacteriological sampling.
    e. Final Visual Inspection.
    f. Tracer wire continuity test.

2. Water Meter Setters

    a. Visual inspection during installation and before backfill.
    b. Final Visual Inspection.

3. Service Lines

    a. Visual inspection during installation and before backfill.
    b Hydrostatic pressure test.
    c. Final Visual Inspection
    d. Tracer wire continuity test.

1.03 DELIVERABLES

A. The Engineer shall provide a complete and comprehensive testing report summary complete with all inspection and testing dates and results.

PART 2 - PRODUCTS

A. As specified elsewhere within these Standards.

PART 3 - EXECUTION

3.01 VISUAL INSPECTION DURING INSTALLATION AND BEFORE BACKFILL

A. The Engineer shall be responsible for observing/inspecting water lines, water meter setters, and service lines during all phases of construction. The Engineer shall provide comprehensive observation/inspection services. All work not conforming to these specifications that is discovered during this inspection phase will be corrected by the Contractor.

3.02 PRESSURE TEST FOR TAPPING SLEEVES

A. The contractor shall provide all pumps or other equipment necessary to test the tapping sleeve before making a tap. The duration of the hydrostatic leakage test on tapping sleeves shall be thirty (30) minutes at 225 psi with zero leakage.

3.03 PRESSURE TEST FOR WATER PIPELINES AND SERVICE LINES

A. After completion of construction of all water lines or sections thereof, the Contractor shall flush, test and disinfect the new water lines in accordance with the Engineer of Record's plan and as described below.

B. Flushing

1. All water for flushing, testing and disinfecting water lines shall be supplied and paid for by the Contractor. Water meters shall be obtained from the City of Fayetteville Meter Division. Water used for high rate flushing shall not be metered through a contractor issued water meter. Actual water flow rates used during flushing operations shall be determined by the City of Fayetteville by using either pitot style gauges or high rate water meters. Volume shall be determined by multiplying the measured flow rate times the duration of flushing in minutes. Water used for flushing shall be billed to the contractor at the current wholesale water rate plus applicable taxes.

2. The work shall be coordinated to ensure that it will not be carried on during periods of high water usage. Water valves or other appurtenances on the existing water system, new tapping valves, or valves or appurtenances that have been accepted by the City, shall only be operated by a City employee who has a valid ADH Water Operator's License and under the direct supervision of the City of Fayetteville Water & Sewer Maintenance Division.

3. The Contractor shall fill and flush the newly constructed lines and visually check all combination air release and vacuum valves, blow-off valve assemblies, line valves, fire hydrants, and meter setters to assure proper operation.

4. The Engineer of Record shall develop a flushing plan to ensure that all lines are properly flushed. The plan should specify the sequence in which valves and hydrants are to be opened and the duration thereof, ensuring complete flushing and protecting the City's water system from construction contaminated water. The volume to be flushed shall be no less than three (3) but no more than five (5) times the volume of the main to be flushed, and shall be metered by the City. The flow shall be such that a flushing velocity of not less than 2.5 feet per second and preferably 3.5 feet per second or greater is attained.

C. Hydrostatic Testing

1. All pipe shall be tested as set out in AWWA C600, latest revision. Tests will be conducted only after the line is completed, including all taps and meter settings as required and the backfill completed. These tests shall be performed by the Contractor in the presence of the City Inspectors and the Engineer of Record. The Contractor shall furnish all necessary pressure gauges, meters, and pumps and make all taps and connections.

2. Each valved section of pipe shall be slowly filled with water and the specified test pressure shall be applied by means of a pump connected to the pipe in a manner satisfactory to the Engineer. Before applying the test pressure, all air shall be expelled from the pipe by permanent taps or corporation cocks where necessary.

3. Test pressure shall be either 150 percent of the static pressure at the lowest points or 200 psi, whichever is greater, not to exceed 250 psi at the lowest point. The contractor shall provide all pumps or other equipment necessary to maintain the test pressure within +/-5 psi at the test point for a period of two (2) hours. All interior valves including guardian valves on fire hydrants and other appurtenances shall be open during all tests.

4. The test pressure shall not vary by more than ± five (5) psi for the duration of the test. During the duration of the two hour test, if the test pressure drops more than 5.0 psi from the start pressure, the test shall be terminated and considered failure due to assumed leaks in the tested pipe section. If the pressure rises beyond the allowed 5 psi variance, the test shall be terminated and remaining air shall be purged from the pipeline.

D. Leakage

1. The leakage test shall be conducted concurrently with the pressure test. Leakage shall be defined as the quantity of water that must be supplied into the newly laid pipe, or any valved section thereof, to maintain pressure within 5 psi of the above

specified test pressure after the air in the pipeline has been expelled and the pipe has been filled with water.

2. The maximum allowable leakage volume shall be per AWWA standards for PVC and Ductile Iron pipes. For PVC pipe see AWWA C605 Table 2, for Ductile Iron pipe see AWWA C600 Table 4.A.

3. Upon completion of a two hour test where the test pressure did not vary by more than ± five (5) psi, the CONTRACTOR shall determine the leakage amount by measuring the amount of "make-up" water necessary to restore the original starting pressure.

4. Should any test of pipe laid disclose leakage greater than that specified, the leak(s) shall be located and repaired and the line shall be re-tested at the Contractor's expense. All visible leaks shall be repaired regardless of the amount of leakage. It may be necessary to utilize leak detection equipment to locate not visible leaks at the Contractor's expense.

3.04 DISINFECTION

A. After successful pressure testing, the line(s) shall be flushed at a velocity equal to or greater than 2.5 feet per second. The line shall then be disinfected in accordance with AWWA C651, latest revision, for Disinfecting Water Mains, continuous feed method, except that the placing of hypochlorite granules into the main during construction will not be permitted.

B. The Contractor shall provide a test/chlorine tap no greater than 10' downstream from the beginning of the new water line. All excavation, installation, use of and proper abandonment of the test tap is the responsibility of the Contractor.

C. The final concentration of chlorine inside the main shall be 25 parts per million (ppm) at all locations and shall be maintained for a minimum of 24 hours. The chlorine residual at the end of the 24 hour period shall not be less than 10 ppm. The contractor shall supply all test kits necessary to verify chlorine concentrations.

D. The contractor shall operate all valves and hydrants in the treated section of water line during the initial 24 hours to ensure disinfection of the appurtenances.

E. The contractor shall take great care when flushing the line to assure proper drainage is available to prevent harm at any adjacent downstream location.

F. Disposal of the disinfecting water shall be in a manner that will protect the public and the receiving waters from harmful concentrations of chlorine. Decholorination of the disinfecting water shall be in accordance with AWWA C655, Field Dechlorination, latest edition. A dechlorination plan shall be prepared by the Engineer of Record.

G. After disinfection is complete, the Contractor shall then flush the disinfecting solution from the lines to a point that the chlorine concentration is back down to the same level as the treated water from the distribution system. The treated water lines will then be tested before being placed into service.

3.05 BACTERIOLOGICAL SAMPLES

A. Bacteriological samples shall be taken by City personnel only. Samples shall be taken on two consecutive days and shall be taken only on Monday, Tuesday, Wednesday, or Thursday. Before a line is placed in service, two consecutive series of samples which are not collected on the same day and are taken no more than 4 days apart must show that the water is bacteriologically safe for drinking purposes.

3.06 FINAL VISUAL INSPECTION

A. Upon completion of the above tests the Engineer will perform a final visual inspection of water pipelines and meters.

B. A punch list of defects (including obvious running leaks) will be prepared and sent to the Contractor for correction at the Contractors' expense.

3.07 TRACER WIRE CONTINUITY TESTING

A. Contractor shall perform a continuity test on all tracer wire in the presence of the Engineer or the Engineers' representative. If the tracer wire is found to be not continuous during testing, Contractor shall repair or replace the failed segment of wire at their own expense.

B. A final continuity test shall be performed by a Water and Sewer Department representative before the project will be accepted by the City. If the tracer wire is found to be not continuous during testing, Contractor shall repair or replace the failed segment of wire at his own expense.

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END OF SECTION 5300

SECTION 6000 PAVEMENT REPAIR

PART 1 - GENERAL

1.01 WORK INCLUDED

A. This section covers the materials and procedures used in the repair of roads, streets, or other public rights-of-way where a water lines, sewer lines or appurtenances are constructed as part of private or development projects.

B. Capital Improvement Projects and City maintenance projects are not a standard specification. Capital Improvement Projects and City maintenance projects will be considered only on specific case by case basis in accordance with Section 1000 General Requirements.

1.02 REGULATIONS AND STANDARDS

A. All permanent repairs of streets, roads, trails, sidewalks, other public rights-of-way, private drives, private parking lots, etc. shall comply with the requirements shown on the City Engineering Standard Detail Drawings and as further defined in the City's Minimum Street Standards and details. Also refer to:

http://www.fayetteville-ar.gov/445

B. The Contractor is responsible for following the requirements of all State or local Ordinances, Regulations, or Codes governing the repairs to roads, streets, or other public rights of way. In particular:

1. Repair of State Highways: per requirements of the Arkansas Department of Transportation.

2. Repair of county roads: per requirements of the Washington County Road Department.

3. Repair of City of Fayetteville streets, sidewalks, and driveways: per the requirements of the City of Fayetteville.

4. Permit for street cut and repairs shall be furnished by the Contractor.

C. Temporary Repairs: Comply with Section 1000 General Requirements and as follows.

1. Per requirements of the governmental agency having jurisdiction and these specifications.

1.03 TRAFFIC CONTROL

A. Comply with Section 1000 General Requirements and as follows.

A. Whenever traffic flow restrictions of any kind are anticipated, the Contractor will be required to contact the City of Fayetteville Engineering Division to be given permission to obstruct traffic flow.

B. Street closing permits must be obtained from proper government agencies.

C. Construction signs shall be placed immediately adjacent to the Work, at such locations as traffic demands.

D. Contractor will be required to submit a Traffic Control Plan to City of Fayetteville and the Engineer.

END OF SECTION 6000

SECTION 6100 LAWN AND GRASS RESTORATION

PART 1 - GENERAL

1.01 WORK INCLUDED

A. This Section covers the replacement of native grass or sod in lawns disturbed by the construction.

B. Consists of furnishing and applying fertilizer, seed, mulch cover, and water at all other locations disturbed by the construction.

C. Maintenance service.

1.02 SCOPE OF WORK

A. This Section covers the furnishing and placing of sod to form solid mats on areas shown on the Drawings (generally lawns or commercial green spaces) or seed and mulch all other areas disturbed by the Contractor.

B. It covers the furnishing and applying of water.

C. It covers the furnishing and placing of four (4) inches of topsoil on all areas disturbed during construction.

D. It covers the furnishing and placing of fertilizer.

E. All work shall be in accordance with details shown on the Drawings and within these Specifications.

F. The Contractor is responsible for following the requirements of all local Ordinances, Regulations, or Codes governing re-vegetation and slope stabilization,

1.03 WARRANTY

A. Provide one year warranty from date of final acceptance.

B. Replace areas found dead, or not in a healthy growing condition.

PART 2 - PRODUCTS

2.01 TOPSOIL

A. Topsoil shall be reasonably free from subsoil, clay, lumps, brush, objectionable weeds and/or other litter and shall be free from roots and toxic substances or other material or substances that might be harmful to plant growth or be a hindrance to grading, planting and maintenance operations.

2.02 FERTILIZER

A. Fertilizer shall be a standard commercial product complying with State and Federal laws and with the requirements issued by proper authorities.

B. Fertilizer shall be delivered to the site in the manufacturer's original container, on which shall be plainly marked the manufacturer's name and the guaranteed chemical analysis.

C. Except as noted in the following sentence, fertilizer shall contain not less than the percentages by weight of ingredients as follows:

Nitrogen	- 13 percent
Phosphorus, P205	- 13 percent
Potash, K2	- 13 percent

Other 1:1:1 ratio fertilizers may be used, provided the available plant food remains the same as herein specified.

D. All fertilizer shall be solid and shall be in a condition which will permit proper distribution.

2.03 SOD

A. Solid sod shall be cut from well-established viable Bermuda, Zoysia or St. Augustine grass. Sod type shall match that established in the disturbed areas.

2.04 SEED

A. Contractor shall apply seed mixture appropriate for the season and disturbed area.

B. Contractor shall apply a mixture of various annuals and perennials to provide overlapping times of seasonal peak vegetative cover. Seeding shall only be done just prior to the vegetation’s peak season for best results. Seeding shall be used when there is sufficient time in the season to ensure adequate vegetation establishment and erosion control.

C. To optimize soil stabilization, Contractor shall utilize a nurse crop of quick growing annuals within a mix of perennials appropriate for the season. The nurse crop germinates and grows rapidly, holding the soil until the slower-growing perennial seedlings become established. Permanent vegetation shall not be considered established until a ground cover of perennial vegetation is achieved that is uniform and mature enough to survive and be of sufficient density to preclude erosion.

D. Contractor shall conduct seeding activities to achieve stabilization that are generally congruent with the following schedule:

Dormant Cold Season Temporary Stabilization (November 1 – February 28)

Seeding at this time of the year typically does not produce successful results, as cold temperatures inhibit seed germination. Contractor shall be responsible for achieving temporary stabilization via mulching, erosion control blankets, matting, compost, and/or other appropriate structural/nonstructural methods for temporary stabilization until seasonal weather conditions become more conducive to establishment of permanent perennial vegetative cover. Fertilizers shall be added at this time in preparation for seeding. Contractor shall be responsible for achieving temporary stabilization at all areas that are unstable and subject to erosion. Contractor shall apply temporary seeding, as follows:

Dormant Cool Season Temporary Cover Crop Seed Mix (November 1 – February 28)

Plant Species	Growth Season/ Life Cycle	Seeding Rate
Winter rye (*Secale cereale)*	cool season annual	75 lb/ac
Perennial Ryegrass *(Lolium perenne)*	cool season perennial	75 lb/ac

Pre Warm Season (Spring) Seeding (March 1 – May 31)

As the growing season approaches, Contractor shall apply a mix of quick germinating cool season species combined with warm season species listed below. The cool season species will serve to hold the soil until warmer weather arrives stimulating the warm season species to germinate.

Pre Warm Season (Spring) Seed Mix (March 1 – May 31)

Plant Species	Growth Season/ Life Cycle	Seeding Rate
Oats (*Avena sativa)*	cool season annual	20 lb/ac
Perennial Ryegrass (*Lolium perenne)*	cool season perennial	20 lb/ac
White clover (*Trifolium repens)**	cool season perennial	20 lb/ac
Korean (Kobe) lespedeza (*Kummerowia stipulacea)**	warm season annual	20 lb/ac
Bermuda (*Cynodon dactylon)*	warm season perennial	30 lbs/ac
Bahiagrass (*Paspalum notatum)*	warm season perennial	30 lbs/ac
Weeping love grass (*Eragrostis curvula)*	warm season perennial	30 lbs/ac

*All legume seed must be properly inoculated with appropriate inoculant.

Warm Season Seeding (June 1 – August 31)
In the midst of the growing season, Contractor shall apply a mix of warm season annuals and perennials, as follows:

Warm Season Seed Mix (June 1 – August 31)

Plant Species	Growth Season/ Life Cycle	Seeding Rate
Sudan grass *(Sorghum bicolor)*	warm season annual	20 lb/ac
Alyce clover *(Alysicarpus ovalifolius)*	warm season annual	20 lb/ac
Brown-top millet *(Panicum ramosum)*	warm season annual	20 lb/ac
Bermuda (*Cynodon dactylon)*	warm season perennial	25 lbs/ac
Bahiagrass (*Paspalum notatum)*	warm season perennial	25 lbs/ac
Weeping love grass (*Eragrostis curvula)*	warm season perennial	25 lbs/ac
Buffalo grass (*Bouteloua dactyloides)*	warm season perennial	25 lbs/ac

Late Season Seeding (September 1 – October 31)
During late summer to early fall, Contractor shall apply the following mix:

Late Season Seed Mix (September 1 – October 31)

Plant Species	Growth Season/ Life Cycle	Seeding Rate
Oats (*Avena sativa)*	cool season annual	30 lb/ac
Winter rye (*Secale cereale)*	cool season annual	30 lb/ac
White clover (*Trifolium repens)**	cool season perennial	25 lb/ac
Perennial Ryegrass *(Lolium perenne)*	cool season perennial	50 lb/ac
Virginia wildrye (*Elymus virginicus)*	cool season perennial	25 lb/ac

*All legume seed must be properly inoculated with appropriate inoculant.

E. Contractor has option of adding warm season perennials to Late Season Seed Mix (September 1 – October 31) and/or Dormant Cool Season Temporary Cover Crop Seed Mix (November 1 – February 28) or seeding with warm season perennials during other seeding periods. This is to be determined on a site-specific basis. Contractor shall confer with City of Fayetteville prior to seeding activities to determine specific seed mix.

F. Contractor shall submit all labels/tags from seed bags and seed purchase invoices to the City of Fayetteville.

2.05 MULCH

A. Mulching shall be used in conjunction with both temporary and permanent seeding practices to enhance their success by providing erosion protection prior to the onset of vegetative growth. Straw mulching shall be of oat, wheat, or rice straw mulch. Hay mulch shall be prairie grass, Bermuda grass, or other hay as approved. 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.

B. Mulching shall be spread in a uniform continuous blanket, at a rate of 1 to 3 tons per acre (air dried weight) or to a uniform 2-inch depth. Mulch shall be spread by hand or by an

approved blower type mulch spreader. Care shall be taken to remove all wire and/or twine from baled hay/straw when the control structures are removed from the site. Mulch shall be anchored in the soil to a depth of two to three inches to form a soil-binding mulch to prevent loss or bunching, or held in place with a tackifier.

2.06 WATER

A. Water shall be free from any substances, in solution or in suspension, which would inhibit the rapid growth of grass.

PART 3 - EXECUTION

3.01 FERTILIZER APPLICATION

A. Fertilizers shall be applied at appropriate agronomic rate. If necessary to achieve final stabilization, fertilizer shall be applied at a minimum rate of 250 pounds per acre (0.0057 pounds per square foot) in advance of tilling/seedbed preparation operations. When soil samples are not practical, fertilizer shall consist of 13-13-13 (nitrogen, phosphorus, and potassium content). The fertilizer distributor box shall be equipped with baffle plates to prevent downward movement of fertilizer when operating on a slope. The fertilizer shall be raked in and thoroughly mixed with the soil to a depth of approximately 2 inches prior to the application of seed or mulch.

3.02 SEEDING

A. Areas to be seeded shall be dressed to natural shape.

B. The Contractor shall obtain an approved topsoil from any available source and place uniformly on the designated areas and spread evenly to a minimum thickness of four (4) inches. Irregularities in the surface shall be corrected so as to prevent formation of depressions where water will stand. TOPSOIL SHALL NOT BE PLACED WHEN THE SUBGRADE IS FROZEN, EXCESSIVELY WET, OR IN A CONDITION DETRIMENTAL TO THE PROPOSED PLANTING AND PROPER GRADING.

C. Broadcast sowing of seed 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 broadcast.

D. The contractor shall water and maintain seeded areas from time of completion until final acceptance of the project.

E. The contractor shall be responsible for establishing ground cover on all disturbed areas. Repeated seeding shall be required if necessary throughout the warranty period.

3.03 SOD PLACEMENT

A. In this paragraph, "Solid Sod" is interchangeable with the word "sod."

B. Solid sod or topsoil shall not be placed until all other items of work are complete.

C. Prior to placing the sod and topsoil in the areas designated, the ground surface shall be cleared of materials that might hinder proper grading, tillage, or subsequent maintenance operations such as stumps, stones, roots, cable, wire, grade stakes, etc., and brought to four (4) inches below the finished grade. The areas shall then be thoroughly tilled to a depth of at least two (2) inches by plowing, disking, harrowing or other acceptable means.

D. The Contractor shall then obtain an approved topsoil from any available source and place uniformly on the designated areas and spread evenly to a minimum thickness of four (4) inches. Irregularities in the surface shall be corrected so as to prevent formation of depressions where water will stand. TOPSOIL SHALL NOT BE PLACED WHEN THE SUBGRADE IS FROZEN, EXCESSIVELY WET, OR IN A CONDITION DETRIMENTAL TO THE PROPOSED PLANTING AND PROPER GRADING.

E. After the topsoil has been spread and graded, the surface shall be cleared of stones, stumps or other objects that might hinder planting or maintenance preparations. Paved areas over which hauling operations are conducted shall be kept clean.

F. Where any portion of the surface becomes gullied or otherwise damaged, the affected areas shall be repaired to the aforementioned condition.

G. Areas to be sodded shall be shaped in such manner that they will, after placement of sod, conform to the typical sections.

3.04 WATERING

A. Prior to placement of seed or sod, areas shall be sprinkled with water sufficiently to make them moist, but not muddy. The initial application of water may be omitted if the area is sufficient moist from rainfall.

B. Immediately following the placing and tamping of sod, the covered area shall be wetted thoroughly. **Subsequent applications of water shall be as required**.

C. Immediately following the application of the mulch cover for seeding, water shall be applied in sufficient quantity to thoroughly moisten the soil to the depth of pulverization and then as necessary to germinate the seed and maintain growth.

3.05 COMPLETENESS

A. The lawn and grass operations shall not be considered complete until a uniform (e.g., evenly distributed, without large bare areas) perennial vegetative cover with a density of 80% of the native background vegetative cover for the area has been established on all unpaved areas and areas not covered by permanent structures.

3.06 INTERMITTENT CLEANUP

A. Immediately following the lawn and grass restoration operations, all gutters, sidewalks, driveways, street pavement, yard or other areas shall be cleaned of all debris, excess sod, topsoil or other objectionable matter. All such cleanup operations shall be completed before sodded areas are measured for payment.

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END OF SECTION 6100

SECTION 6200

REPORTING FORMS

The following forms may be revised and/or additional forms added as determined by the Utilities Director or City engineer.

It is the Contractor's responsibility to request the latest edition of Reporting Forms.

Fire Hydrant Information Sheet

City of Fayetteville

Hydrant ID: _____ (Assigned by Water/Sewer)

Manufacturer: _____ (Mueller, Waterous, Other)

Address: _____ (Nearest House Number)

Model: _____

Street: _____ (Street Name)

Year: _____

Cross Street: _____ (Nearest Cross Street)

Installation Date: _____

Main Diameter: _____

Installed By: _____ (City or Contractor Name)

Feeder Diameter: _____

Static Pressure: _____ psi

Depth of Bury: _____ (Include Extensions)

Ownership: _____ (City, Private, WWA, Other)

Number of Nozzles: 3 2 Other:____

Nozzle Diameters: 4 1/2"-_____; 2 1/2"-_____; Other-_____

Fire Flow Data

Pitot Pressure: _____ psi

Measured Flow: _____ gpm

20 psi Residual Flow: _____ gpm

Current Color: Blue Green Orange Red Other:_____

Residual Flow is 1500 gpm > - Blue; 1000 to 1499 - Green; 500 to 999 - Orange; < 500 - Red

Correct Color: _____

Secondary Fire Hydrant for Test

Hydrant ID: _____

Static Pressure: _____ psi

Residual Pressure: _____ psi

Date of Flow Test: _____

Initials of Testor: _____

Date of Inspection: _____

Initials of Inspector: _____

Date of Maintenance: _____

Intitials of Maint.: _____

Notes: _____

Water Line Flushing Form

City of Fayetteville

Test Date:	Contractor / Superintendent:
Project Name:	
City Project Number:	Engineer / Inspector:
Location:	

Pipe Diameter (inches)	Total Length of Pipe (feet)	Volume (gallons)	Start Time	Flushing Rate min. 2.5 fps (gpm)	Measured Flushing Rate (gpm)	End Time	Volume (gallons)

Diameter (inches)	Volume (1000')	gpm at 2.5 fps
2	163	24
3	367	55
4	653	98
6	1469	220
8	2611	392
12	5875	881

City of Fayetteville

Water Pressure and Leakage Test Form

City of Fayetteville

Test Date:	Contractor / Superintendent:
Project Name:	
City Project Number:	Engineer / Inspector:
Location:	

Pipe Diameter (inches)	Total Length of Pipe (feet)	Test Pressure (psi)	Allowable Leakage (gallons)	Start Time	Start Pressure (psi)	End Time	End Pressure (psi)	Make-up Volume (gallons)	Pass or Fail

D (inches)	Allowable per 1000'
6	0.50
8	0.67
10	0.83
12	1.00
14	1.17
16	1.33
18	1.50
20	1.67
24	2.00
36	3.00
42	3.50

City of Fayetteville

Water Line Disinfection Form

City of Fayetteville

Test Date:	Contractor / Superintendent:
Project Name:	
City Project Number:	Engineer / Inspector:
Location:	

Pipe Diameter (inches)	Total Length of Pipe (feet)	Volume of Water (gallons)	Make-up Water Chlorine (ppm)	Chlorine Residual (ppm)	Date and Time	Chlorine Residual after 24 Hours (ppm)	Date and Time

After chlorine residual in the water line has been achieved at a minimum of 25 ppm, all valves and hydrants in the treated section of water line shall be operated during the initial 24 hours to ensure disinfection of the appurtenances.

Diameter (inches)	Volume (1000')
2	163
3	367
4	653
6	1469
8	2611
12	5875

City of Fayetteville

Manhole Vacuum Test Form

City of Fayetteville

Test Date: _____ Contractor / Superintendent: _____

Project Name: _____

City Project Number: _____ Engineer / Inspector: _____

Location: _____

Drawing Sheet Number	Manhole ID	Manhole Sta. Number	Start Time	Start Pressure (inches of Hg)	End Time	End Pressure (inches of Hg)	Pass or Fail

_____

City of Fayetteville

Sewer Line Low Pressure Air Test Form

City of Fayetteville

Test Date: _____ Contractor / Superintendent: _____

Project Name: _____

City Project Number: _____ Engineer / Inspector: _____

Location: _____

Plan Sheet Number	Upstream Manhole	Upstream Sta. Number	Downstream Manhole	Downstream Sta. Number	Start Time	Start Pressure (psi)	End Time	End Pressure (psi)	Pass or Fail

City of Fayetteville

Sewer Line Mandrel Test Form

City of Fayetteville

Test Date: _____ Contractor / Superintendent: _____

Project Name: _____

City Project Number: _____ Engineer / Inspector: _____

Location: _____

Plan Sheet Number	Upstream Manhole	Upstream Sta. Number	Downstream Manhole	Downstream Sta. Number	Pass or Fail

City of Fayetteville

CITY OF FAYETTEVILLE, ARKANSAS
POLICY AND PROCEDURE

Subject:	**SEWER SERVICE LINE AND CONNECTION POLICY**
Policy Number:	**OP-01**
Original Policy Date:	**June 23, 1988**
Effective Date of New/Revised Policy:	**August 1, 2005**
Revision Dates:	**July 21, 2005**
Custodian: (Division)	**WATER AND WASTEWATER**
Mayor's Signature and Date	

OP-1.0 PURPOSE:

To establish a uniform policy concerning sewer service connections and sewer service lines.

OP-1.1 POLICY:

General. There have been numerous pipe configurations installed underground since the City of Fayetteville's sewer system was first designed and installed in 1889. This policy is correct and appropriate for over 99% of the situations found. It does not eliminate using sound judgment for the remaining 1% of the cases. Judgment calls shall be the responsibility of the Mayor or his designated representative, who is currently the Water/Sewer Maintenance Superintendent. Grandfather clauses do not apply in cases where public health and safety is compromised, and thus do not apply for sewer issues. Ordinance references are based on the City of Fayetteville Code of Ordinances as in effect on 1 April, 2003.

1. Connection permit required. [Section 51.035, City of Fayetteville Code of Ordinances]. *"No unauthorized person shall uncover, make any connection with or opening into, use, alter, or disturb, any public sewer or appurtenance thereof without first obtaining a written permit from the approving authority. No permit shall be issued to allow any person to tie his property to the sewer system until the connection fee prescribed by Section 51.114 as presently amended or as may be amended in the future is paid."*

2. Separate building sewer provided for every building;, exceptions. [Section 51.039, City of Fayetteville Code of Ordinances]. *"A separate building sewer shall be provided for every building except as follows:*

(A) Where multiple buildings are constructed in an apartment complex or condominium on a single lot or tract of land which cannot be subsequently subdivided and sold in parcels, the individual buildings may be connected to a collector building sewer, provided that only one person is responsible for maintenance of the building sewer.

(B) Temporary buildings, mobile homes, or similar portable structures may be connected to a building sewer installed to serve a previously constructed permanent building, provided that both the permanent and temporary buildings are located on the same lot."

The temporary status is null and void if the structure is in place for more than 365 days. At that time, a separate building sewer must be provided.

Two buildings, or two parts of one building which may have different owners (i.e., townhouses) may not be attached to one 4" or 6" private service line. This has never been legally allowed. If two buildings, or two parts of one building which may have different owners, are attached to a single private service line, this situation must be corrected by the owners and each structure must have a dedicated tap onto the main. The only exceptions are listed above. Multiple structures hooked to one sewer service line are not covered by any grandfather clause, and the situation must be corrected.

Condominiums and other structures which can have separate ownership must each have their own dedicated sewer service line which remains on the same lot/property as the building or portion of the building which it serves.

3. Service Line Crossing Adjacent Lots. Sewer service lines must run directly from the lot which they serve to the main without crossing another lot. The service may cross street right of way and/or the easement to access the main. It may not run parallel to the main, but can run at an angle between 45° to and perpendicular to the main if the main is already installed prior to the development of said land and said service line will be no more than 60' in length within the combined easement/right of way area. Ownership is not the deciding factor; lot lines or parcel lines are the issue. Thus, if one Owner owns two adjacent lots, and builds on one lot, the service for this structure and lot cannot cross the other lot. If the service line would have to be more that 60' in length within the combined easement/right of way area, then the main must be extended so the service line can connect at a 90° angle to the main.

4. Sewer Mains Accessing Every Lot. Sewer mains shall be installed so as to adjoin each lot such that all service lines meet the above requirements. Sewer main extensions are the responsibility of the owner of the lot receiving the service.

5. Sewer Easements for Private Lines. Sewer line easements for private lines to cross adjacent lots are prohibited except in very rare cases. In general, these are when a given

private residence tandem lot, containing only one structure which requires sewer service, is "landlocked" from a sewer main, all adjacent lots have legal access to a main, and the sewer line easement is collocated with an above ground access easement. Private easements shall not be used in cases where sewer main extensions are in the public best interest, such as where a sewer main shall be made accessible to other lots or where a future main may be required.

6. City and Owner Service Line Maintenance and Repair Responsibilities.

There are two general situations which cover sewer service line configurations in the City of Fayetteville. The following two paragraphs explain City and Customer responsibilities for each of these situations.

A. Situation 1, No City Cleanout is Present.

If no City cleanout is present, the Customer owns the service lateral all the way to the main. They are responsible for any and all repairs, clearing any blockages, etc., with the following caveat. If there is a blockage under the paved or concreted portion of the street (from a vertical line drawn at the back of curb to the back of curb, or from the actual edge of the asphalt if no curb is present) which cannot be cleared via rodding or washing, then the City will repair the pipe under the street. If the blockage is determined to be caused by anything which should not be placed in a sewer line (grease, paper towels, toys, croquet balls, cleanout caps, sticks, gravel, kitty litter, or any other materials which are not allowed per the sewer use ordinance) then the Customer will be billed for the work. The burden of proof of the location of the blockage rests on the Customer. The City will meet the Customer or their representative (plumber, rooter, etc.) and try to help them determine the location of the blockage. The City will not place a City owned rod, camera, tape, or other item into the Customer's cleanout or sewer system to determine the location of a blockage- anything placed inside the pipe at this time must belong to or be working for the Customer. If the combined forces determine beyond a reasonable doubt that the blockage is under the street, then we will investigate as necessary to determine what type of repair is necessary. This is the only time we will place City tools inside the Customer's piping system. If there used to be a City cleanout and the cleanout has been removed or damaged, then the situation is the same as when there is no City cleanout present.

If the blockage is outside the area of the paved or concreted portion of the street (from a vertical line drawn at the back of curb to the back of curb, or from the actual edge of the asphalt if no curb is present), then the City grants the property owner who owns the service line the right to perform maintenance on said service line within the easement and/or right of way. This includes work performed on both sides of the road or right of way, to include work performed under a sidewalk.

B. Situation 2, City Cleanout is Present.

A City cleanout is defined as a 4" cleanout located behind the curb or at the easement line (for back yard lines). These cleanouts are typically within 10' of the edge of the roadway or within 10' of the main, respectively. Cleanouts smaller than 4" are never City cleanouts, and are always the responsibility of the property owner.

When a City cleanout is present, the City assumes ownership and responsibility for any blockages between the City cleanout and the main, and which can be cleared by rodding from the City cleanout. If the blockage is determined to be caused by anything which should not be placed in a sewer line (paper towels, toys, croquet balls, cleanout caps, sticks, gravel, kitty litter, or any other materials which are not allowed per the sewer use ordinance) then the owner will be billed for the work. Any blockages prior to the City cleanout shall be the Customer's responsibility. This includes any work to attach to the Customer's side of the tee or wye where the cleanout riser ties to the service lateral.

7. Billing. If a bill is required, the bill will be processed through the accounts receivable process, rather than by being added to the Customer's utility bill. If the bill is not paid or payment terms negotiated within 60 days of first issuance, then the bill will be transferred to the utility bill. Job costs will be based on an actual time and materials basis. Personnel rates will include the full hourly salary costs.

8. Use of old building sewers with new buildings. [Section 51.040, City of Fayetteville Code of Ordinances]. *"Old building sewers, or portions thereof, may be used in connection with new buildings only when they are found on examination and test by the approving authority to meet all requirements of this subchapter."*

Complete remodeling is included in the definition of "new building" if the remainder of the plumbing system is being replaced and must meet current plumbing codes, or if the value of the renovation is equal or grater than 50% of the value of the structure.

The cost of this examination and test is borne by the Owner. Current Environmental Protection Agency regulatory requirements and plumbing codes require that the lines be completely water tight and capable of passing a test with pressurized air. In these cases, a new tap shall be purchased, with the note that the Owner would like to use the existing service lateral. If the latter is determined to be acceptable, then the Owner will be reimbursed the tapping fee less the actual cost of the inspection and testing. It is the owner's responsibility to identify the location of the service lateral.

9. Separation Between Water and Sewer Services. City sewer connections shall be made at least ten feet away from water connections. The sewer service shall have ten (10) feet of separation from the City portion of the water service, measured from the outside of the respective pipes.

10. Service Line Unusual Installation Requirements.

A. Exposed Ditch or Creek Crossings. To protect such service lines from the hazards of water flow, debris damage, freezing, leakage, drainage system maintenance, vandalism, and other factors, sewer service lines which are exposed or which have less than 12 inches of cover where they pass through or under a drainage ditch, creek, swale, intermittent stream, or any other feature whereby they have insufficient cover and/or are exposed shall have special protection in these areas. Sewer service lines in these circumstances shall be installed in a continuous smooth steel encasement across the entire exposed or shallow area. Water tight boots shall be installed on both ends of the steel encasement. Where the line is exposed, the encasement shall be anchored by concrete no less than two feet long along the length of the pipe and surrounding the pipe by six inches in all directions inside the bank. The concrete shall be placed against undisturbed soil in the same fashion as blocking on water lines.

B. Pump Systems. Pump systems are sometimes required in the City of Fayetteville to provide sewer service to facilities which are physically lower than the sewer main which provides them service or in other special cases. Pumps for these type systems shall be grinder or solids handling type pumps specifically designed to handle sanitary sewage, the flow volume, and to pump against the head for the specific circumstance in which the pump is installed. Pumps designed for use with septic systems and for ground water sumps shall not be used for sanitary sewer uses. If physically possible, the service lines that come from these pumps shall flow to a gravity section of service lateral prior to entering the sewer main so as to enter the main with a standard four inch gravity flow service lateral connection.

11. Tapping Procedures.

A. Making Taps. The City will make all taps on existing sewer mains, either by contract supervised by the City or by City crews.

B. The City will provide a wooden stake that is marked “sewer”. Please drive this stake in the ground at your property line where you need the service connection. If this is not done, the connection will not be made. Failure to place the stake promptly could delay your construction process.

C. Write the desired depth of the service connection on the stake in feet and inches. (Note: Due to the depth of the sewer main, conflicts with other existing utilities, and other underground circumstances, it may not be possible at all times to achieve the desired depth, in which case the Owner and/or plumber will be notified by the City personnel). It is the owner’s responsibility to determine if the depth is adequate for the service line. The City will not determine grades on either the service or the mains for purposes of determining whether a structure can tie onto a main using a gravity line.

D. It is safer to wait for the service connection to be installed by the City so that the yard line’s grade can be adjusted accordingly. This will assure that unnecessary

bends will not be needed at the point of connection. Also, the plumber will have the exact depth to work with. The builder and/or plumber are responsible for determining grades and building elevations for service. The grade on the City installed portion of the service line can be affected by a number of factors which cannot be identified prior to installation, to include location and depth of other utilities, etc.

E. The City service connection will terminate at the property line. However, the customer will be responsible for maintenance of that service line from the building to the City main.

F. If the service connection exceeds sixty (60) feet in length (as in a street right-of-way crossing) the property owner will be charged for the excess footage. Prior arrangements must be made for long service connections. All other sewer service connections will consist of one joint of pipe or approximately ten (10) feet. In no case will the line stub out beyond the easement or right-of-way line.

G. If the excavation for the tap exceeds eight (8) feet in depth, the property owner may be charged for excess time required to make the connection. Prior arrangements must be made for deep service connections.

H. Permanently marking the location of the sewer service connection for future reference shall be the responsibility of the property owner. Unless the customer's plumber is on site, the City will backfill their entire excavation, to include the end of the stubbed out pipe, immediately.

I. The stubbed out piece of service pipe (coming from the new tap on the main) will be left plugged when installed. The customer's plumber is required to connect the customer's yard line to this piece of pipe. City crews will not connect the stub out from the tap to the customer's service line.

J. If the City crews have to return to the site to make any adjustments which are necessitated because of the property owner's change of plans, the labor, materials, and equipment will be charged to the owner.

K. A new sewer connection could take as long as four to six weeks or more. All connections are made on a first-come first-served basis, and the demand can fluctuate greatly. Jobs adjacent to or on Arkansas State Highway rights of way require a permit from the Arkansas Highway and Transportation Department, which generally add an additional four weeks. Please allow enough time in your construction plans.

12. Taps Installed When Areas Are Developed. Sewer lines are generally installed when land is developed. Taps, with a section of private service line attached, are generally made for each lot at this time. The City and the lot owner rely on accurate information from the developer, his Engineer, and his contractor as to the location and grade of these taps and service lines.

A. If a tap for a lot is installed when the sewer main is installed, the building on that lot is required to use the tap installed for that lot.

B. If the service line coming off the main cannot be found by the owner or his representatives, then the owner is responsible to buy a tap from the City using the process described in this document. The Water/Sewer Superintendent will then determine if it is optimal to make a new tap or to televise to find the tap that is supposed to be present. If televising is performed and the cost of the televising is less than that of the purchased tap, then the difference between the two costs shall be reimbursed to the owner. If a tap is found by televising, the City will mark the location of the tap (at the main) for the owner. If no tap is found, the cost of the televising will not be added to the tapping fee.

C. If a tap is not in the most desirable location due to slope, building design, etc., then all expenses related to making a different connection shall be paid by the owner. This includes installation of the new tap and proper abandonment of the tap which is not used. The latter involves excavating at the point of connection to the main and removing the connection to the main. The owner shall purchase a new tap paying the normal tap fee, and will pay the actual costs of abandoning the unused connection.

D. Owners are responsible for hooking to the correct tap for that lot, as shown on the developer's as-built plans. If there is a discrepancy between the as-built drawings and the actual installation on the ground, that discrepancy must be resolved between the lot owner and the developer. If an owner inadvertently connects to a tap which is designated for an adjacent lot, then all costs of remediation for all involved lots shall be borne by the owner of the lot which connected to the incorrect tap. No additional taps shall be made until the lot which does not have a connection purchases a tap through the city Engineer's office, using the process described in this document.

13. Taps Prohibited on Transmission Mains Force Mains, and on Sewer Pump Station or Detention Basin Sites. For public health and building safety reasons, individual user or structure sewer taps shall not be made on transmission mains, defined as any sewer main 15" and larger, or any pressurized force mains. Dead end main line extensions off of transmission mains shall only be approved on a case by case basis, and may be rejected. Individual user sewer taps shall not be made on sewer pump station or detention basin sites. Taps for lots adjacent to these sites shall only be made on the collection (as opposed to transmission) mains outside these sites.

14. Control of Extraneous/Illegal Flows. It violates federal, state and local regulations to have any extraneous flows in the sewer system. These flows include but are not limited to rain water, ground water, sump pump water, water from area drains exposed to outside weather (including external stairwell drains, loading docks, etc.), defective pipe joints, defective cleanouts, cellar drains, catch basins, foundation drains, yard drains, and roof down spouts. These flows must be routed to the storm water system, and cannot be routed to the sewer system. Owners are responsible for maintaining their portion of the sewer system in such a way that these flows are prevented from entering the sewer system.

A. Cleanout caps must be properly installed and must meet current plumbing codes. Caps shall not be removed to allow extraneous flows (ponded yard water, etc.) into the sanitary sewer system.

B. If caps are removed such that they allow extraneous flows to enter the sewer system, the City shall replace the cap at the owner's expense.

C. If the cap is removed after the first time the City replaces the cap, then a riser will be installed in the cleanout so that extraneous flows cannot enter the sewer system through the cleanout. All associated work will be billed to the owner.

15. Grease Control. Grease is a significant problem in our sewer system. Many people assume that running grease down the drain is okay, as long as they use plenty of hot water. Unfortunately, the hot water cools in the pipes, and the grease coagulates further down the line. Sometimes people assume that putting grease in the line through the garbage disposal or with cleansers is acceptable. These do not prevent the grease from coagulating in the pipes. No amounts of grease, cooking oil, animal fat grease or byproducts, cooking fats or solid animal fat or meat products can be put down any part of the sewer system. These materials should be disposed of in the trash. Grease covered pans or dishes should be wiped down first with a paper towel or rag, which should then be disposed of in the trash.

16. Items Which Are Allowed To Go Down the Sewer.

A. Water from showers, bath tubs, dishwashers, laundry facilities, sinks and non-basement floor drains.

B. Body wastes from toilets.

C. Toilet paper.

D. Household chemicals that are specifically designated for use in sinks, showers, and toilets.

17. Items Which Are Not Allowed To Go Down the Sewer. The following cannot be placed in a sewer system under any circumstances. Repair costs incurred due to a blockage caused by any of these items being placed in a sewer line, either intentionally or unintentionally, will be billed to the customer who owns or resides in the building to which the sewer line provides service.

A. Grease of any type, to include cooking oil, cooking grease, cooked animal fats, etc. Grease should be handled as specified above.

B. Meat, meat by products, animal fats.

C. Paper towels.

D. Feminine Hygiene Products, including those that claim to be "flushable."

E. Any items greater than ½" in any measured dimension except body wastes and toilet tissue.

F. Chewing gum.

G. Household chemicals other than those specifically designated for use in sinks, showers, and toilets.

H. Baby wipes and other similar wipes, including those that claim to be "flushable."

I. Kitty litter.

J. Animal wastes.

K. Diapers.

L. Foreign materials such as toys, sticks, cleanout caps, gravel, etc.

M. Air conditioner condensate.

N. Uncontaminated cooling water from cooling towers. If said water is too hot to be discharged into the storm drain, the owner is responsible to hold the water until it cools enough to be discharged into the storm drain. Cooling tower water which is treated, and is thus contaminated, shall be discharged to the sanitary sewer.

O. Clean or uncontaminated natural water to include but are not limited to rain water, ground water, sump pump water, water from area drains exposed to outside weather (including external stairwell drains, loading docks, etc.), defective pipe joints, defective cleanouts, cellar drains, catch basins, foundation drains, yard drains, and roof down spouts. These flows must be routed to the storm water system, and cannot be routed to the sewer system. Owners are responsible for maintaining their portion of the sewer system in such a way that these flows are prevented from entering the sewer system.

P. Automobile or engine mechanical lubricant liquids, semi-liquid materials or solids.

Q. Wastewater having a pH less than 5.0 or more thean 12.5, or otherwise causing corrosive structural damage to the wastewater collection system, the wastewater plant or equipment.

R. Wastewater having a temperature greater than 150 degrees Fahrenheit (65^{o} C).

S. Pollutants which create a fire or explosive hazard, to include but not limited to liquids with a closed-cup flashpoint of less than 140 degrees Fahrenheit (60^{o} C).

T. Pollutants which result in the presence of toxic gasses, vapors, or fumes within the collection system or wastewater treatment plant which may cause the potential for acute worker health and safety problems.

U. Wastewater which imparts color which cannot be removed by the treatment process, to include but not limited to dye, wastes and vegetable tanning solutions which consequently impart color to the treatment plant's effluent.

V. Any radioactive wastes or isotopes except in compliance with applicable federal or state regulations and approved by the City.

W. Medical wastes.

18. Access to Easements. The City of Fayetteville is required by federal law to properly operate and maintain its utilities. Doing this requires periodic work on said utility system to include but not limited to clearing easements, adjusting manholes to grade, inspecting manholes and cleanouts, installing and inspecting marking signs, locating lines, testing lines with dye and smoke, televising lines, washing lines, and more. In order to do this work, City employees and contractors working for the City are required by law to access the pipe. This often requires crossing private property to get to our easement. By having

an easement on a lot, these workers are granted the legal right to cross said lot to get to the utility easement. Lots containing an easement shall have a double wide gate installed to allow vehicular access to the main.

CITY OF FAYETTEVILLE, ARKANSAS
POLICY AND PROCEDURE

Subject:	**WATER SERVICE LINE AND CONNECTION POLICY**
Policy Number:	**OP-02**
Original Policy Date:	**June 23, 1988**
Effective Date of New/Revised Policy:	**August 1, 2005**
Revision Dates:	**July 21, 2005**
Custodian: (Division)	**WATER AND WASTEWATER**
Mayor's Signature and Date	

OP-2.0 PURPOSE:

To establish a uniform policy concerning water service lines and water service connections.

OP-2.1 POLICY

General. There have been numerous pipe configurations installed underground since the City of Fayetteville's water system was first designed and installed in 1889. This policy is correct and appropriate for over 99% of the situations found. It does not eliminate using sound judgment for the remaining 1% of the cases. Judgment calls shall be the responsibility of the Mayor or his designated representative, who is currently the Water/Sewer Maintenance Superintendent. Grandfather clauses do not apply in cases where public health and safety is compromised, and thus do not apply for water system issues.

1. Tapping Procedures.

A. Making Taps. The City will make or supervise all taps on existing water mains, either by City crews making the tap or by contract supervised by the City Engineering inspectors.

B. When the tap is purchased, the City will provide a wooden stake that is marked "water" and with the size of the connection to be made. Please drive this stake in the ground on the City side of your property line where the center of the meter box is to

be located. If this is not done, the connection will not be made. Failure to place the stake promptly could delay your construction process.

C. Double water service connections should be placed at the common property line for the two addresses being served, when applicable.

D. The meter box will be installed at the existing grade unless otherwise specified. If special instructions are necessary, please make an appointment with a Water and Sewer Division service representative and give instructions at that time. Making a special note and attaching it to the tap paperwork when the tap is purchased will reduce potential delays for special requirements. The owner is responsible for knowing the final grade, as required by the owner's work or ordinances which govern the grade for sidewalks and trails, and areas parallel to streets, drainage ways, etc.

E. Meter boxes are generally located on the City side of the property line (edge of easement and/or right of way). If you have a special situation, consult with a Water/Sewer Department service representative. Deviations are only approved on a case-by-case basis, and may not be approved. If the Water/Sewer Department feels the meter box needs to be located at a different location other than where staked, a field representative will contact the individual who purchased the tap.

F. When locating your meter box, please avoid the following: driveways, sidewalks, parking lots, enclosed areas, drainage ditches, flower beds, and low areas where water stands. Meters shall not be installed in or allowed to remain in driveways or areas where meter readers cannot easily get to the meter box to read the meter. They will not be installed in locations where the meter box will regularly be filled with ground water, nor in places where it is difficult for a meter reader to get to the meter to read it. When driveways are constructed or created with either gravel, asphalt, concrete, or any other similar material, existing water meters shall be moved out of the driveway area at the owner's expense.

G. The connection to the customer's side of the meter is done by the customer's plumber after the meter loop and box is in place. The plumber will tie the yard line to the service pipe that is stubbed out of the meter box, City crews will not make this connection. Pressure regulators shall be installed no closer than 5 feet from the water meter box.

H. Connections are made on a first come first served basis, and could take three to six weeks or more to be installed, depending on workload. In cases of connections in or adjacent to Arkansas State Highways or railroads, a permit must first be obtained which often takes up to an additional six weeks. This will greatly lengthen the tap process.

I. City water connections shall be made at least ten (10) feet away from sewer connections. The City portion of the water service shall have ten (10) feet of separation from the sewer service, measured from the outside of the respective pipes.

J. Connections shall not be made in circumstances where they will degrade the operating pressure or flow available to existing domestic or building water meters. In these cases, the owners requiring the connection shall be responsible for increasing the capacity on the City's water distribution system such that the required capacity is available.

2. Water Meter Adjustments. If City crews have to return to the site to make any adjustments on the meter box which are necessitated because of the property owner's change of plans, such as landscaping, driveway location, grade, etc., all labor, materials and equipment costs shall be charged to the owner. This also applies to meters which are installed by a developer when a development is first constructed and to preexisting meters.

3. Service Line Depth. A water service line must have at least 24" of ground cover to prevent freezing. If the grade is changed such that the service line does not have sufficient cover, the service line must be lowered so that it does have sufficient cover. The labor, materials and equipment costs will be charged to the owner.

4. Access to and Visibility of Water Meters.

A. Brush, landscaping or other items which cause the meter box to be difficult to see from the right-of-way or easement, or which causes difficulty for meter readers to get to the box, shall be removed at the owner's expense. This includes plants, decorative landscaping, retaining walls, private side walks, stairs, decks, large decorative rocks, concrete statues, and other similar items. These shall not be placed over the City's portion of the service line or within two feet of the box on the customer's side of the box, three feet of the box parallel to the edge of the right of way or easement, or at all on the City's side of the right of way or easement.

B. Meters shall be accessible without going through fences or gates except in special circumstances.

C. Meters shall be placed on the City side of any private retaining walls of any type, including those constructed immediately beside the sidewalk. The City portion of the service line shall not go under any type of private wall or other structure.

5. Owner Responsibility. The owner is responsible for the service line from the outside edge of the meter box to the home. This includes the point where the plumber hooks up to the tail piece which comes out of the meter loop, and any pressure regulator or other hardware installed on the owner's side of the meter box.

6. Irrigation Taps. The City reserves the right to refuse to make irrigation taps, if said tap has the potential to degrade the operating pressure or flow available to domestic or building water meters. In general, irrigation taps shall not be made on mains which are 3" or smaller. Irrigation meters and irrigation systems shall not be installed on double

meters servicing another residence, as this can degrade the other residence's water pressure. The City must maintain positive control over the amount of flow on marginal irrigation installations, The City shall not rely on verbal or written commitments from the owner, as owners change and companies and individuals operating and maintaining irrigation systems can not be reasonably expected to pass information regarding agreed upon flow restrictions through the life of the irrigation system. Flow tests shall not be used to change this policy, as the water line flow will gradually degrade with time and with peak usage, and the flow test represents only the best case situation.

7. Two Inch Taps. Two inch taps shall not be made on any mains 3" or smaller. If a customer requires a two inch (2") tap and if said tap has the potential to degrade the operating pressure or flow available to other domestic or business meters, then the customer, at his expense, shall be responsible to reinforce the water distribution system such that the point demand from the two inch meter shall not degrade the operating pressure or flow available to other domestic or business meters.

8. Sewer Service Required. Water services can not be installed until after the lot has legal, approved and installed access to public sewer or an a septic system approved by the Arkansas Department of Health.

9. Relocating Existing Meters. Meters are typically located on the City side of the easement or right of way. In the past, some meter boxes were placed further in the property than the easement or right of way. These meters shall be moved to the property line at such time as the City side of the meter loop needs work or needs to be replaced. The existing yard line will remain in service as long as it meets the current plumbing codes and has had no documented problems. The new meter location will conform to this policy. Meters shall be placed on the City side of any private retaining walls of any type, including those constructed immediately beside the sidewalk. The City portion of the service line shall not go under any type of private wall, sign, or other structure. Meters shall not be allowed to remain in a driveway.

10. Site Restoration. In the event maintenance work is required on a service line, meter, or meter box, the site restoration will match that done for main line repairs. The utility shall repair only the following in an easement area or within two feet of the meter box: grass, asphalt, normal (standard) concrete, irrigation systems which are damaged, mail boxes which are damaged, and/or private wiring (such as for on-premises lighting, etc.) which is damaged. The City shall not pay for relocation, repair, or damage caused to any landscaping, unusual concrete, plants, planters, playground equipment, decorative rock, rip rap, and other items placed on the easement or within two feet of the meter box. The latter items can be removed by the City, at the owner's expense, if their movement is required to make a repair.

11. Water Service Line Location.

A. Crossing Public Easements or Rights of Way. The customer's portion of a water service line shall not be installed in a public easement or right of way, except for the last two feet required to access the meter box.

B. Service Line Crossing Adjacent Lots. Water service lines must run directly from the lot which they serve to the main without crossing another lot. The service may cross street right of way and/or the easement to access the main. It may not run parallel to the main, but can run at an angle between 45° to and perpendicular to the main. Ownership is not the deciding factor; lot lines and separate property parcels are the deciding factor. Thus, if one owner owns two adjacent lots, and builds on one lot, the service for this structure and lot cannot cross the other lot.

12. Water Mains Accessing Every Lot. Water distribution mains shall be installed so as to adjoin each lot such that all service lines meet the above requirements. Installing and paying for water main extensions is the responsibility of the owner of the lot receiving the service.

13. More Than One Water Main Available. In cases where more than one water main is available to a given lot, the City reserves the right to decide which main may be used to provide service to that lot. This is required in cases where some mains are on different pressure planes, where some lines have a longer life expectancy than others, etc.

14. Water Easements for Private Lines. Water line easements for private lines to cross adjacent lots are prohibited except in very rare cases. In general, these are when a given for private residence tandem lot containing only one structure which requires water service, wherein the lot is "landlocked" from a water main, all adjacent lots have legal access to a main, and the water line easement is collocated with an above ground access easement. Private easements shall not be used in cases where water main extensions are in the public best interest, such as where a water line shall be made accessible to other lots, where a future main may be required, where a water main loop is desirable to provide better public service, or where fire protection is required.

15. Use of old building water service lines with new or renovated buildings. Old building water service lines may be used in connection with new buildings only when they are found on examination and test by the approving authority to meet all current plumbing requirements.

Complete remodeling is included in the definition of "new building" if the remainder of the plumbing system is being replaced and must meet current plumbing codes, or if the value of the renovation is equal or grater than 50% of the value of the structure.

The cost of this examination and test is borne by the Owner. In these cases, a new tap should be purchased, with a note that the Owner would like to use the existing service line. If the latter is determined to be acceptable, then the Owner will be reimbursed the

tapping fee less the actual cost of the inspection and testing. It is the owner's responsibility to identify the location of the service line.

16. Taps Prohibited on Transmission Mains and on Water Tank or Pump Station Sites. Individual user water taps shall not be made on transmission mains, defined as any water main 16" and larger. Main line extensions off of transmission mains shall only be approved on a case by case basis, and may be rejected. Individual user water taps shall not be made on water tank or pump station sites. Taps for lots adjacent to these sites shall only be made on the distribution (as opposed to transmission) mains outside these sites.

17. Water Pressure Provided.

A. The City shall provide normal operating water pressure of at least 25 pounds per square inch (psi) at the City's side of the meter loop. The City does not guarantee this water pressure at all times, as the pressure will occasionally be lowered or the mains may have to be turned off for scheduled and unscheduled maintenance. It is possible that some customers at some locations shall need a pump on their side of the meter to provide the pressure desire for their water use. These pump systems cannot have such capacity that they reduce pressure on the City's main such that degrade the operating pressure or flow available to existing customers.

B. Taps shall not be made for locations where there is not a reasonable expectation of the City being able to provide 25 psi operating pressure at the City's side of the meter under summer high flow operating conditions.

C. The water pressure at the City's side of the meter may exceed that for which domestic plumbing is designed. If the pressure at the City's side of the meter exceeds 70 psi, the owner is required to install a pressure regulator on his system on his side of the meter. The pressure regulator is the owner's property and responsibility.

18. Access to Easements. The City of Fayetteville is required by federal law to properly operate and maintain its utilities. Doing this requires periodic work on said utility system to include but not limited to clearing easements, checking valve boxes, raising, exercising and operating valves, installing and inspecting marking signs, locating lines and more. In order to do this work, City employees and contractors working for the City are required by law to access the pipe. This often requires crossing private property to get to our easement. By having an easement on a lot, these workers are granted the legal right to cross said lot to get to the utility easement. Lots containing an easement shall have a gate installed to allow vehicular access to the main.

SPECIAL PROVISION #1

JOB NO. 040943
MILLSAP / COLLEGE INTERSECTION IMPROVEMENT PROJECT

COORDINATION OF WORK
ARDOT STANDARD SPECIFICATIONS

DESCRIPTION: This item shall consist of specifications relative to the coordination of work during construction operations at the beginning, and/or intermediate points, and/or end of contracts or jobs and shall be supplementary to Section 105, Control of Work, of the Standard Specifications, Edition of 2014.

Coordination of work will be necessary with the Contractor(s) for jobs listed below and with any other contractors that may have active jobs adjacent to this project during the construction period.

1. Franchise Utility Relocations
    a. Black Hills Energy
    b. AT&T
    c. Cox Communications
    d. Ritter Communications
    e. Ozarks Electric
    f. University of Arkansas Fiber

CONSTRUCTION: Contractor shall perform construction activities and schedule operations such that work on the project will progress in an expeditious manner.

The Contractor shall furnish the Engineer and Owner a schedule of proposed work, including anticipated dates and milestones for various construction activities on each construction package and each stage of the project. Contractor shall inform Engineer and Owner of any schedule delays or impacts that might affect project completion.

Package 1 – Hemlock construction shall occur first, with substantial completion being achieved prior to the start of Package 2 – Millsap.

Specific items that will require coordination include, but may not be limited to, the following:

- Coordination with franchise utilities and their contractors for any relocation efforts associated with ARDOT Job. No. 040943.
- During Stage 1 construction of Package 2, AT&T will be on site to relocate and lower of a portion of existing fiber duct bank that crosses Millsap, east of College Avenue. The total duration of this work is anticipated to be one week. Contractor shall coordinate with AT&T and their utility subcontractor for scheduling of this work in conjunction with excavating road subgrade, relocation of watermain, and installation of new storm drainage pipe.

SPECIAL PROVISION #2

JOB NO. 040943
MILLSAP / COLLEGE INTERSECTION IMPROVEMENT PROJECT

TRENCH AND EXCAVATION SAFETY SYSTEMS
ARDOT STANDARD SPECIFICATIONS

DESCRIPTION: This item covers trench and excavation safety systems required for constructing improvements that necessitate open excavation 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 Trenched Safety System, 29 CFR 1926, Subpart P", a copy of which may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

NOTIFICATIONS REQUIRED: The contractor, prior to beginning any excavation, shall notify the State Department of Labor (Safety Division) that work 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.

EXISTING STRUCTURES AND UTILTIES: 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.

METHOD OF MEASUREMENT: After award of the contract, 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 compiled with the provisions of "Occupational Safety and Health Administration Standard for Excavation and Trenched Safety System, 29 CFR 1926, Subpart P" for work which payment is requested.

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

SPECIAL PROVISION #3

JOB NO. 040943
MILLSAP / COLLEGE INTERSECTION IMPROVEMENT PROJECT

STORM WATER POLLUTION PREVENTION PLAN
ARDOT STANDARD SPECIFICATIONS
National Pollution Discharge Elimination System
General Permit # ARR150000

Prepared for:

ARKANSAS DEPARTMENT OF TRANSPORTATION

Date: December 2025

GENERAL INFORMATION:

A Storm Water Pollution Prevention Plan (SWPPP) has been developed by the ARDOT for this construction project in accordance with good engineering practice. Various items constitute the SWPPP for the project and should be provided for persons requesting to view the SWPPP, including:

a) *The ARDOT Standard Specifications for Highway Construction, 2014 Edition,* (Standard Specifications). The following sections are in reference to water quality or sediment and erosion control: Sections 107, 110, 620, 621, 622, 623, 624, 626, and other sections pertaining to storm water controls.
b) The Construction Plans contain temporary and permanent erosion controls and permanent storm water management measures.
c) Contract documents provide the Contractor and ARDOT with additional specifications. These may include Supplemental Specifications and Special Provisions. Parts of the SWPPP that may be in the Contract include this Special Provision, *Storm Water Pollution Prevention Plan*.
d) Project records including SWPPP inspection reports, the authorized Site Manager daily work report, and various pay quantity documentation, all of which detail the progression of work on the project, when erosion control measures were taken, when the Contractor was given instructions to install or maintain the erosion and sediment control (E&SC) items, and the timing and details of E&SC installation. The Contractor identification form and the Inspector identification form are included as part of the project records.
e) Construction site posting.
    i. For large construction sites (all sites five acres or above) – The first page of the *e-Portal* ADEQ Notice of Intent (NOI) submission, if ten business days have passed since the NOI was deemed complete, to be replaced by the completed Arkansas Department of Environmental Quality (ADEQ) Authorization Letter to Discharge Storm Water when it is sent by ADEQ.
    ii. For small construction sites under five acres (automatic coverage sites) - the completed ADEQ Notice of Coverage for small sites from the ADEQ website.

PROJECT NAME AND LOCATION:

Millsap / College Intersection Improvement Project
Package 1 – Hemlock
Package 2 – Millsap
ArDOT Job No. 040943

SPECIAL PROVISION #3

JOB NO. 040943
MILLSAP / COLLEGE INTERSECTION IMPROVEMENT PROJECT

STORM WATER POLLUTION PREVENTION PLAN
ARDOT STANDARD SPECIFICATIONS

OPERATOR NAME AND ADDRESS:
City of Fayetteville, Arkansas

Name of Engineer Burns & McDonnell Engineering Company, Inc.

Address of Engineer
6576 Lynch's Prairie Cove, Suite B, Springdale, Arkansas 72762

Name of Resident Engineer (Contact Person) William Pattengill, P.E.

Contact Number 479-936-1833

A. Site Description

1) Pre-construction Topographic view: Refer to the plan and profile sheets for topographic and waterbody information.

2) Project Description and Intended Use after Notice of Termination (NOT) is filed:
Package 1 – Hemlock is a new street extension to connect Hemlock Avenue between Sain Street and Millsap Road. This part of the project will include approximately 750 linear feet of new 2-lane road with curb and gutter on each side, and sidewalk on one side.

Package 2 – Millsap includes widening of Millsap Road to accommodate new turning lanes, as well as new sidewalks and crosswalks. This part of the project will extend approximately 350 linear feet east and west of College Avenue.

3) Sequence of Activities:

The sequence of Major Soil Disturbing Activities is shown below. **Be aware that the sequence below is provided as a general course of action for the progression of construction activities. Actual sequence of construction will be determined by the Contractor's schedule and field conditions.**

a. Installation of stormwater pollution prevention and erosion control measures for Construction of Package 1 - Hemlock.
b. Construction of Package 1 – Hemlock to provide a new connection between Sain Street and Millsap. This is necessary to provide an alternate route before starting construction at the main intersection.
c Installation of stormwater pollution prevention and erosion control measures for Construction of Package 2 - Millsap
d. Package 2 – Millsap, Stage 1: Includes constructing the portions of the project east of College Avenue, and the northern portion of the project on the west side of College Avenue.
e Package 2 – Millsap, Stage 2: Includes shifting traffic and constructing the middle section of the road improvements on the west side of College Avenue.
f. Package 2 – Millsap, Stage 3: Includes shifting traffic and constructing the southern

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section of the road improvements on the west side of College Avenue.

4) Total Acres Available: 2.29 Total Disturbed Area: 2.29

(*Note: Any off-site borrow or waste areas are operated by the Contractor, who is responsible for obtaining any required NPDES permits for the sites. The "total acres available" and "total disturbed areas" shown here do not include areas covered under permits obtained by another operator. The Contractor is also responsible for meeting local regulations regarding these sites, including those of a Qualifying Local Program).

5) Existing Site Information:

a. Runoff Coefficient Based on attachment C:

Before construction starts, the site has a runoff coefficient of 0.80

After construction is completed, the site will have a runoff coefficient of 0.85

b. Soil Information Captina silt loam, Clarksville extremely gravelly silt loam, Nixa very gravelly silt loam

B. Responsible Parties-General Contractors, Inspectors, etc:

Refer to Contractor identification form in Section Q and the Inspector identification form in Section R. This information will be completed after the Pre-construction conference.

C. Receiving Waters: (Permit Pg. 3 of Part II)

1) Location of Surface Water on Construction Site:

The following surface waters are located on the construction site. List them by name with Station Numbers.

a. NA

b.

c.

2) The following bodies of water receive runoff from the construction site:

Name of Operator of Municipal Storm Sewer and/or Receiving Stream: City of Fayetteville

Narrative Description of Nearest Water: Mud Creek is located approximately 1,000 feet downstream from Package 1 – Hemlock. Mud Creek is located approximately 3,400 feet downstream from Package 2 – Millsap.

Name of Ultimate Receiving Water: Clear Creek / Illinois River / Arkansas River

Waterbodies that would require the fifty (50) foot buffer zone are Extraordinary Resource Waters (ERW), Ecologically Sensitive Waterbodies (ESW), Natural and Scenic Waterways

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(NSW), waterbodies with approved TMDLs, waterbodies on the 303(d) list, and/or other uses at the discretion of the Director of ADEQ.

Above categorized waterbodies, if any on project, list both waterbody and qualifier:
None located on the project.

D. TMDL and 303(d) list can be found at:
(http://www.adeq.state.ar.us/water/planning/integrated/**)**

1) 303(d) Listed Waters - Select the following appropriate statement utilizing information received from the Environmental Division.

Statement 1:

X Storm water discharges from this site do not enter a waterbody on the list of waters impaired for turbidity or other pollutant which could be impacted by roadway construction on the 303(d) list.

Statement 2:

_____ Storm water discharges from this construction site enter a waterbody on the list of impaired waterbodies (303d list) for turbidity and/or other pollutant. The SWPPP has been developed with BMPs which are designed to minimize the discharge of these pollutants to the maximum extent practicable. Condition of sediment control BMPs will be monitored during regular inspections to ensure this goal is met.

2) TMDL Waters - Select the following appropriate statement utilizing information received from the Environmental Division.

Statement 1:

X Storm water discharges from this site do not enter a waterbody with an approved TMDL for turbidity or other pollutant which could be impacted by roadway construction.

Statement 2:

_____ Storm water discharges from this construction site enter a waterbody with an established TMDL allocation for turbidity and/or other pollutant. A TMDL has been written for the waterbody that is applicable to the construction project. The following information documents the construction projects compliance with the TMDL:

1.) List TMDL assumptions and allocations: _____

_____

2.) List measures taken to ensure that the discharge of pollutants from the site is consistent with the assumptions and allocations of the TMDL. _____

_____

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E. Attainment of Water Quality Standards after Authorization: (Permit Pg. 4 of Part II)

BMPs have been selected and will be installed and maintained at the construction site that will minimize the discharge of pollutants as necessary to meet applicable water quality standards.

F. Site Map: See Attachment A for items to be included. All of these items should be marked on the job plans maintained for the SWPPP.

G. Storm Water Controls

1. Initial Site Stabilization, Erosion, & Sediment Controls: (Permit Pg. 5 of Part II)

Complete descriptions and specifications for control measures may be found in the ARDOT's Standard Specifications for Highway Construction, Supplemental Specifications, Special Provisions, Construction Contract, and Construction Plans. **All controls are designed and installed with the primary goal of retaining sediment on site to the maximum extent practicable**.

Insert a description below of the construction activities that are a part of the initial site disturbance and stabilization, along with the appropriate controls measures and time of installation for that activity. This information should be provided by the Contractor at the Pre-construction meeting.

Be aware that the list is general. Actual timing of erosion control installations will be determined daily based upon the construction activity occurring and actual field conditions.
(Construction Activity/Control/Timing)

Installation of stormwater pollution prevention and erosion control measures for Construction of Package 1 - Hemlock.
Construction of Package 1 – Hemlock to provide a new connection between Sain Street and Millsap. This is necessary to provide an alternate route before starting construction at the main intersection.
Installation of stormwater pollution prevention and erosion control measures for Construction of Package 2 - Millsap
Package 2 – Millsap, Stage 1: Includes constructing the portions of the project east of College Avenue, and the northern portion of the project on the west side of College Avenue.
Package 2 – Millsap, Stage 2: Includes shifting traffic and constructing the middle section of the road improvements on the west side of College Avenue.
Package 2 – Millsap, Stage 3: Includes shifting traffic and constructing the southern section of the road improvements on the west side of College Avenue.

2. Stabilization Practices: (Permit Pg. 5 of Part II)

List of Stabilization Practices to be utilized and scheduling of implementation for that practice:

X Dust control - wet down dusty areas as needed/ongoing

_____ Erosion control matting - _____

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_____ Geotextiles - _____

X Limiting disturbed area - will be limited by Engineer as discussed in Subsection 110.05(d) of Standard Specifications/ongoing

_____ Mulches - _____

_____ Mulch control netting - _____

X Off-site tracking controls (Either stabilized exits and/or wheel washing)*

X Preserving existing vegetation - as shown on the job plans/ongoing

X Sod stabilization - All disturbed areas are planned to be sodded upon completion of grading activities.

X Temporary and permanent seeding - will be initiated within 14 days of temporarily ceasing construction activity on a portion of the site or immediately initiated where construction activities have permanently ceased.

_____ Natural buffer zone – (Will be established along waterbodies with at least 25 feet for any unnamed streams, creeks, rivers, lakes, or other waterbodies and at least 50 feet for an established TMDL waterbody, streams listed on the 303d list, an ERW, ESW, NSW, and any others at the discretion of the Director of ADEQ.

If encroachment is necessary within these required buffer zones, briefly describe the reason why.)
When encroachment occurs, additional measures will be taken to protect the waterbody, and the contractor will be required to stabilize the disturbed area within the buffer zone within 5 business days of completion of work.

_____ Slope Tracking - _____

_____ Other - _____

*Stabilized exits will use either suitable sized rock as directed by the Engineer or manufactured devices designed to minimize the amount of soil being tracked off-site.

3. Structural Practices: (Permit Pg. 6 of Part II)

List of Structural Practices to be utilized and scheduling of implementation for that practice:

_____ Sediment basins* (to be utilized whenever 10 or more acres drain from common drainage locations on the site based upon 3600 cubic feet per acre or sized based on the runoff volume of a 10 year, 24 hours storm, unless not attainable. If not attainable, briefly describe reason(s) that a basin was not used) _____

X Curb & gutter - as shown on the job plans

X Ditch checks** - as shown on the job plans or directed by Engineer

X Diversion ditches - as shown on the job plans or directed by Engineer

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- **X** Drainage swales - as shown on the job plans or directed by Engineer
- **X** Drop inlet silt fences - as shown on the job plans or directed by Engineer
- _____ Erosion Control Matting - _____
- _____ Gabions - _____
- **X** Inlet & outlet protection - as shown on the job plans or directed by Engineer
- **X** Silt fences - as shown on the job plans or directed by Engineer
- _____ Slope drains - _____
- **X** Storm sewer - as shown on the job plans
- _____ Retaining walls - _____
- **X** Temporary Silt Dikes - as shown on the job plans or directed by Engineer
- **X** Wattles/Sediment Logs - as shown on the job plans or directed by Engineer
- **X** Filter Socks - as shown on the job plans or directed by Engineer
- _____ Other - _____

*Sediment will be removed from basins when design capacity is reduced by 50%. In addition, when a sediment basin is utilized per permit requirements, the procedures for the removal of a sediment basin can be found in the Standard Specifications Subsection 621.03.
**Hay/Straw bales will not be used in areas of concentrated flow.

H. Other Controls: In addition to erosion control and storm water management, our plan will include measures to properly manage solid wastes, hazardous wastes, dust generation, and all other activities that will generate wastes during the construction phase. (Permit Pg. 7 of Part II)

1) Solid material control, debris, and wastes:

   All solid materials discharged to waters of the United States shall be in accordance with Section 110 of the Standard Specifications, the applicable Section 404 Special Provisions in the Job Contract, the plans, and as authorized by a USA Corps of Engineers Section 404 Permit. Litter and construction debris will be prevented from becoming a pollutant source for storm water discharges. Any debris which inadvertently enters a water of the state will be removed daily.

2) Offsite vehicle tracking:

   Each vehicle exit from the construction site must either be stabilized or use wheel washing to prevent the tracking of material onto the public roadway. (If sediment escapes the construction site through tracking, it will be removed by sweeping frequently enough to minimize off-site impacts to waterbodies.)

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3) Temporary sanitary facilities:

Facilities will be provided and properly maintained by the Contractor in accordance with Subsection 107.06 of the Standard Specifications.

4) Concrete waste area:

Designated concrete washout waste area(s) will be established and utilized to prevent liquid concrete waste from being discharged to a water of the state.

5) Fuel storage, hazardous materials, and truck washing areas:

The following is a list of materials which could be potential sources of pollution in storm water runoff: asphalt materials, concrete, cement, concrete wash water, paint, solvents, petroleum products, fertilizers, concrete curing compound, lime, linseed oil, asphalt additives, concrete additives, and sewage. Handling of the above materials or other potential pollutants shall be in accordance with Subsection 110.06, Pollutants, of the Standard Specifications.

I. Non-Storm Water Discharges: (Permit Pg. 11-12 of Part I)

List of Anticipated Allowable Non-Storm Water Discharges*:

1) Water used to wash vehicles (where detergents or other chemicals are not used) or control dust in accordance with Part II.A.4.H.2
2) Landscape Irrigation
3) Pavement wash waters where spills or leaks of toxic or hazardous material have not occurred (unless all spilled material have been removed) and where detergents or other chemicals are not used.
4) Uncontaminated springs, excavation dewatering, and groundwater (Part I.B.13.C). If dewatering is necessary and turbidity exists, the discharge will be managed with appropriate devices such as a sediment bag or basin prior to discharge.

*Other Allowable Non-Storm Water Discharges are listed in the Permit Part I.B.10, but there is no reasonable anticipation of these discharges at this time.

J. Post-Construction Storm Water Management: (Permit Pg. 7 of Part II)

Permanent Storm Water Management - List of devices to be utilized for storm water infiltration and management:

____	Channel linings	**X**	Concrete ditch paving
X	Culverts	**X**	Curb and gutter
____	Detention basins	**X**	Drop inlets
____	Dumped riprap	____	Floodgates
____	Gabions	**X**	Grassed swale
X	Inlet & outlet protection	____	Permanent seeding
____	Retention pond	**X**	Riprap
X	Solid sodding	**X**	Storm sewer

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STORM WATER POLLUTION PREVENTION PLAN
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X	Topsoil replacement		Underdrains
X	Velocity dissipators		Wetland creation
	Other-list		

Velocity dissipation devices:

	Concrete spillways		Grouted riprap
	Permanent seeding & mulch		Underdrains
X	Solid sodding	X	Concrete ditch paving
	Dumped riprap		Detention basins
X	Velocity dissipators		Wetland infiltration
X	Other-list Scour Mat		

K. State or Local Programs: (Permit Pg. 8 of Part II)

The Arkansas State Highway Commission and the Arkansas Department of Transportation have the exclusive authority over the state highway system (See Ark. Code Ann. § 27-67-101, et al), therefore no local agencies would have authority or jurisdiction over the lands owned, controlled, and maintained by the ARDOT. The ARDOT will make every effort to address any concerns of local entities concerning storm water discharges from the state highway right of way.

This authority does not extend to the Contractor's off-site operations. The Contractor is responsible for complying with all State and Local Programs in accordance with Subsection 107.01 of the Standard Specifications.

L. Inspections: (Permit Pg. 8 of Part II)

Inspections will be conducted by a qualified inspector at the following frequency:

X **Every 7 days or**

_____ **Every 14 Days and within 24 hours after a ¼ inch or greater rainfall event**.

A report of the inspection will summarize the scope of the inspection, the name of the inspector, the date of inspection, and any damages observed and repairs made to any control measure. Completed inspection forms will be kept with the SWPPP.

The following are the minimum inspection, maintenance, and reporting practices that will be used to maintain erosion and sediment controls at the construction site:

1. Inspection form (Attachment B).
2. All erosion and sediment control measures will be maintained in good working order. If repair is necessary, it will be completed **within three (3) business days of discovery**.
3. All controls will be inspected to ensure that they meet the manufacturer's specifications.
4. Controls will be replaced or modified if periodic inspections reveal the device is not performing as intended.
5. Approximate times of beginning and duration of storm events.
6. Sediment basins and sediment traps will be cleaned out when they reach 50% of the original capacity.

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STORM WATER POLLUTION PREVENTION PLAN
ARDOT STANDARD SPECIFICATIONS

7. A description of any discharges during inspections.
8. Inspections are not required if snow cover exists over the entire site for an extended period of time. If there is any runoff from the site at any time during snow cover, melting conditions would be considered to be existent at the site then inspections would need to be resumed.
9. All site entrances and exits will be checked to ensure no off-site tracking.
10. All components of the SWPPP and inspection reports will be maintained for a minimum of 3 years after permit termination.
11. In addition to inspection, records will be kept of the following:
    a. Dates when major grading activities occur,
    b. Dates when construction activities cease in an area, temporarily or permanently,
    c. Dates when an area is stabilized, temporarily or permanently.

M. Maintenance: All erosion and sediment control measures will be maintained in good working order. If a repair is necessary, it will be completed **within three (3) business days of discovery**. (Permit Pg. 9 of Part II)

However, if conditions do not permit large equipment to be used, a longer time frame is allowed if the condition is thoroughly documented on the inspection form as stated in the Permit Part II.4.M.

N. Adverse Weather Conditions: Adverse conditions are those that are dangerous or create inaccessibility for personnel, such as local flooding, high winds, or electrical storms, or situations that otherwise make inspections impractical, such as extended frozen conditions. When adverse weather conditions prevent the inspection of the site, an inspection should be completed as soon as safe and feasible. If adverse weather conditions prevent compliance with the permit, documentation of the beginning and ending date of adverse weather condition should be included. **This information will be documented in the Site Manager Program job records.**

O. Endangered Species: Endangered species clearance is obtained during the National Environmental Policy Act (NEPA) process for all ARDOT projects and is conducted in accordance with Section 7 of the Endangered Species Act. Further information about this process can be obtained by contacting the ARDOT Environmental Division at (501) 569-2522, or the U.S. Fish and Wildlife Service at (501) 513-4489.

P. Employee Training: ARDOT employees who perform inspections have received formal training in NPDES Storm Water requirements and SWPPP implementation. Training records will be available electronically or will be maintained with the SWPPP after the project commences.

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STORM WATER POLLUTION PREVENTION PLAN
ARDOT STANDARD SPECIFICATIONS

Contractors: (Permit Pg. 3 of Part II)
All contractors should be identified in the plan. (a page should be included for each subcontractor).

THE CERTIFICATION BELOW SHALL BE COMPLETED AND INCLUDED IN EACH SUBCONTRACT. Copies of these certifications must be inserted at this location.

The Contractor/Subcontractor indicated below shall have responsibility for implementation of the pay items as listed below.

Item	Item

All Contractors operating on the site shall have the responsibility for compliance with Section 110 of the Standard Specifications for their operations, including, but not limited to: Good housekeeping practices, spill prevention, spill reporting and clean-up, and product specific practices such as limiting the discharge of concrete waste water to areas specified in the SWPPP.

Contractor Printed Name: _____

Signature: _____ Title: _____

Company Name: _____ Date: _____

Company Address: _____

Telephone Number: _____ ARDOT Job Number: 040943

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ARDOT STANDARD SPECIFICATIONS

Q. Inspectors: (Permit Pg. 3 of Part II)

Site inspectors should be identified in the plan.

ARDOT inspectors performing the erosion and sediment control inspection must complete the information below.

Printed Name of ARDOT Inspector	Signature	Contact Number	Date

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STORM WATER POLLUTION PREVENTION PLAN
ARDOT STANDARD SPECIFICATIONS

R. Plan Certification: (Permit Pg. 9 of Part II) (To be completed by a duly authorized representative or the cognizant official.)

"I certify under penalty of law that this document and all attachments such as Inspection Form were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Note: For this permit only, "this document" refers to the Storm Water Pollution Prevention Plan, "attachments" refers to the site map and inspection forms, and "system" is referencing the project site.

Printed Name: Jonathan Ely

Printed Title: Project Manager

Signature: _____

Date: _____

SPECIAL PROVISION #4

JOB NO. 040943
MILLSAP / COLLEGE INTERSECTION IMPROVEMENT PROJECT

MAINTENANCE OF TRAFFIC
ARDOT STANDARD SPECIFICATIONS

Section 603 Maintenance of Traffic of the Standard Specifications, Edition of 2014, is hereby expanded as follows:

The Contractor shall provide additional traffic control through the project as defined below, in order to provide a safe and convenient traffic flow at all times throughout the limits of each work zone and the approaches thereto.

The Contractor shall assume full responsibility for the safe and efficient movement of traffic through the construction area for the duration of the project. Prior approval by the Engineer shall be required for any alterations of traffic patterns shown on the plans.

All traffic control devices shall be in accordance with the details shown in the plans or on Standard Drawings TC-1, TC-2, TC-3, TC-4, and TC-5. The Contractor will be responsible for furnishing, placing, maintaining, relocating, and subsequent removal of all traffic control devices within the limits of the project.

The Contractor shall notify the Engineer a minimum of 5 full business days prior to closing a lane. If the Contractor fails to give the proper notification, the lane closure will not be allowed until 5 full business days after the notification was given.

The Contractor shall not close any portion of a lane unless active work will begin immediately. In addition, when gainful work is not being accomplished in an area where a lane has been previously closed, steps shall be taken to return traffic to normal conditions - that is, all lanes open to traffic in each direction within 72 hours after construction operations have ceased. All additional labor, materials, and incidentals needed to return the traffic to normal conditions shall be provided, maintained, removed, and replaced, if necessary, at no cost to the City.

The Contractor shall schedule his work so that no main lane closures exist and no work requiring main lane closures will be performed for the time period of the day before the Holiday through the day after the Holiday for the following Legal Holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day & the Following Day
- Christmas Eve & Christmas Day
- Other local events such as Sporting Events, Fairs, Carnivals, to be determined by the Owner.

If the Legal Holiday is immediately prior to a weekend or immediately following a weekend, the weekend will be considered a part of the Holiday.

Special events or occurrences could cause traffic to become congested. When this occurs, the Contractor shall immediately modify the work schedule, working methods, or procedures to lessen the impact of the work on traffic or as directed by the Engineer.

SPECIAL PROVISION #4

JOB NO. 040943
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MAINTENANCE OF TRAFFIC
ARDOT STANDARD SPECIFICATIONS

The Contractor will regulate the access of work vehicles and equipment to the work area while insuring safety to the traveling public and minimum damage to highway facilities. Any damage to the highway facility or vegetation caused by the Contractor shall be repaired at no cost to the Department. Unless operating within the area closed to traffic, the Contractor's work vehicles shall travel in the direction of the normal traffic flow. Only those vehicles necessary for the work shall be allowed in the work zone. All other vehicles shall be parked at a safe location outside the work zone, as approved by the Engineer.

General equipment storage areas or operations centers will be allowed within the limits of the right of way only where permitted by the Engineer. At the end of the work day, equipment shall be either shielded from traffic by an approved positive barrier or placed so it is not within 15 feet of any lane carrying traffic.

The Contractor shall conduct his operations so that no equipment or personnel shall occupy any portion of the roadway that remains designated for the passage of traffic.

METHOD OF MEASUREMENT: Maintenance of Traffic will be measured by the lump sum and shall include traffic control supervision, construction and removal of temporary improvements, and installation, maintenance, and removal of temporary traffic control devices required to complete the work.

BASIS OF PAYMENT: Work completed and accepted under the item Maintenance of Traffic and measured as provided above will be paid for at the contract lump sum price bid for Maintenance of Traffic, which price shall be for full compensation for furnishing, placing, maintaining and removing traffic control devices; for ordinary maintenance of existing roads and culverts; for the application of water and other approved materials to alleviate dust conditions; for furnishing flaggers, pilot vehicles, and sentinels, as necessary; for furnishing, installing, maintaining, replacing, and removing all traffic control devices; for maintaining a smooth and stable passageway; for maintaining and re-erecting all existing street signs; and for all materials, labor equipment, tools, and incidentals necessary to safely maintain traffic during the construction period.

There shall be no direct payment for fulfilling the requirements of the Special Provision, but compensation shall be considered included in the price bid for Maintenance of Traffic.

SPECIAL PROVISION #5

JOB NO. 040943
MILLSAP / COLLEGE INTERSECTION IMPROVEMENT PROJECT

SHORING FOR CULVERTS
ARDOT STANDARD SPECIFICATIONS

DESCRIPTION: Work under this item shall consist of the design, construction, and removal of a shoring or bracing system that may be required to retain the existing, temporary, or new roadway embankment and to maintain traffic during construction of culverts. The shoring system shall provide sufficient clearance for excavation and construction work and shall ensure the safety of the traveling public and workmen at all times.

WORK TO BE PERFORMED: Prior to construction of the shoring system, the Contractor shall submit the design and details of the system to the Engineer for informational and record purposes. Such submission shall include the design calculations, the kind and condition of materials to be used, working drawings showing all dimensions, and the procedure for installation of the system. The design and details submitted shall be prepared and/or approved by a Professional Engineer registered in Arkansas.

The Contractor shall be responsible for the adequacy of the temporary shoring during the entire period of construction. The Contractor shall be responsible for any and all damages and/or claims, including injury or death, arising out of the construction and use of temporary shoring.

The Contractor shall construct the shoring in accordance with the details submitted to the Engineer for informational purposes. Unless otherwise permitted by the Engineer, all components of the shoring system shall be removed upon completion of their use and shall remain the property of the Contractor.

PAYMENT: No direct payment will be made for work described in this special provision (which includes preparation of necessary design details and drawings, construction and removal of shoring, and for all materials, labor, tools, equipment, and incidentals necessary to complete the work) but shall be considered subsidiary to other pay items in the contract.

SPECIAL PROVISION #6

JOB NO. 040943
MILLSAP / COLLEGE INTERSECTION IMPROVEMENT PROJECT

DRAINAGE STRUCTURE BACK OPENING

DESCRIPTION. This item shall consist of construction of the Drainage Structure Back Opening at locations and per detail shown in the plans.

MATERIALS. The concrete and reinforcing steel used in construction of the Drainage Structure Back Opening shall conform to requirements of Section 302 of the City of Fayetteville Standard Street and Drainage Specifications.

METHOD OF MEASUREMENT. Drainage Structure Back Opening will be measured by each (EA) per Drainage Structure Back Opening.

BASIS OF PAYMENT. Work completed and accepted and measured as provided above will be paid at the contract unit price shown below, which price shall be full compensation for furnishing all materials, equipment, tools, labor and incidentals necessary to complete the work as described herein and shown in the Construction Plans.

Payment will be made under:

Pay Item	Pay Unit
Drainage Structure Back Opening	EA

SPECIAL PROVISION #7

JOB NO. 040943
MILLSAP / COLLEGE INTERSECTION IMPROVEMENT PROJECT

CONCRETE FLUME

DESCRIPTION. This item shall consist of construction of the Concrete Flume at locations and per detail shown in the plans.

MATERIALS. The concrete and reinforcing steel used in construction of the Concrete Flume shall conform to requirements of Section 302 of the City of Fayetteville Standard Street and Drainage Specifications.

METHOD OF MEASUREMENT. Concrete Flume will be measured by square yard (SY) for the area of concrete flume constructed.

BASIS OF PAYMENT. Work completed and accepted and measured as provided above will be paid at the contract unit price shown below, which price shall be full compensation for furnishing all materials, equipment, tools, labor and incidentals necessary to complete the work as described herein and shown in the Construction Plans.

Payment will be made under:

Pay Item	Pay Unit
Concrete Flume	SY

SPECIAL PROVISION #8

JOB NO. 040943
MILLSAP / COLLEGE INTERSECTION IMPROVEMENT PROJECT

SELECT PIPE BACKFILL (CLASS 67)

DESCRIPTION. This item shall consist of the furnishing and installing of Select Pipe Backfill (Class 67) if and where directed by the Engineer in instances where it is necessary to expedite backfill of utility lines to reduce impacts to traffic and improve access to driveways. The quantity of this material is an allowance only, and may be used if and where directed by the Engineer to backfill utility lines such as water, sanitary sewer, electrical and/or fiber conduit, drainage pipes and structures.

MATERIALS. The material used shall be crushed aggregate conforming to the ASTM C 33, gradation 67 and as follows:

Crushed aggregate sized from maximum ¾ inch to No. 8 sieve:

100 percent passing the ¾ inch sieve (maximum aggregate size ¾ inch)
20 to 55 percent passing the 3/8 inch sieve
0 to 10 percent passing the No. 4 sieve
0 to 5 percent passing the No 8 sieve.

SUBMITTAL REQUIREMENTS. Contractor shall submit information to the Engineer that enables Engineer to confirm proposed material meets these specifications.

METHOD OF MEASUREMENT. Select Pipe Backfill (Class 67) will be measured by the cubic yard (CY) of material installed. Prior to placement, the Engineer must confirm the size of trench and location for the material to be used and must also authorize the use of this material in lieu of traditional backfill prior to placement.

BASIS OF PAYMENT. Work completed and accepted and measured as provided above will be paid for at the contract unit price bid for Select Pipe Backfill (Class 67), which price shall be full compensation for furnishing and installing backfill; for all labor, equipment, tools, and incidentals necessary to complete the work as described herein and shown in the Construction Plans.

Payment will be made under:

Pay Item	Pay Unit
Select Pipe Backfill (Class 67)	CY

SPECIAL PROVISION #9

JOB NO. 040943
MILLSAP / COLLEGE INTERSECTION IMPROVEMENT PROJECT

PEDESTRIAN REFUGE ISLANDS

DESCRIPTION. This item shall consist of Pedestrian Refuge Islands constructed of Portland Cement Concrete constructed in one course on the prepared subgrade or on a completed and accepted base course according to these specifications and conforming to the lines, grades, thickness, and details shown in the plans.

MATERIALS & CONSTRUCTION REQUIREMENTS. Materials and construction requirements shall comply with Section 601, Cast-in-Place Concrete. Type C Curb Face shall be constructed on all exposed edges.

METHOD OF MEASUREMENT. Measurement will be made by the square yard (SY) basis of completed in place concrete at the unit price listed on the Unit Price Schedule. Detectable warnings, and other signal equipment located in these areas will be paid for by separate item(s).

BASIS OF PAYMENT. Work completed and accepted and measured as provided above will be paid for at the contract unit price shown below, which price shall be full compensation for furnishing all materials, equipment, tools, labor and incidentals necessary to complete the work as described herein and shown in the Construction Plans.

Payment will be made under:

Pay Item	Pay Unit
Pedestrian Refuge Islands	SY

SPECIAL PROVISION #10

JOB NO. 040943
MILLSAP / COLLEGE INTERSECTION IMPROVEMENT PROJECT

GRAVITY BLOCK RETAINING WALL

DESCRIPTION. This item shall consist of the construction of a gravity block retaining wall system in accordance with these specifications and in conformity with the locations, dimensions, lines and grades shown on the plans. All references to Division, Section, and Subsection refer to the Arkansas State Highway and Transportation Department Standard Specifications for Highway Construction (2014 Edition).

GENERAL. The retaining wall system shall provide for the stability of the retained soil thru the use of gravity forces from the weight of blocks and any in-fill material without the use of soil reinforcements or tie-backs. The same type retaining wall system shall be used at all locations unless noted otherwise on the plans. The Contractor shall submit to the Engineer for approval a precast concrete gravity block retaining wall system that conforms to the following:

1. The retaining wall design shall be in accordance with the current edition of the AASHTO LRFD Bridge Design Specifications and this Special Provision and shall be designed by an Arkansas Registered Professional Engineer. All details, drawings, and calculations required by this Special Provision shall be certified, signed, and stamped with the Engineer's seal.
2. The basic wall geometry, including top and bottom of wall face, grade lines, and length and limits of walls shall be as shown on the plans and as directed by the Engineer.
3. Structural elements of the wall shall not interfere with the location of roadway drainage structures or other buried structural elements as shown on the plans.
4. The wall system design shall comply with requirements for global stability as determined by the Department. The passive resistance of the soil at the front face of the wall shall be neglected in the analysis of external stability for sliding.
5. The individual blocks shall have a concrete or steel interlock between the top and bottom surfaces of the blocks capable of keeping them in the intended alignment and provide shear resistance between block units.
6. Bearing resistance for the wall shall be determined by the design engineer for the retaining wall. This may be coordinated with owner and their construction materials testing firm for recommendations on existing soil conditions prior to construction of the wall.
7. Drainage shall be provided behind the wall with granular material and perforated pipe.

GRAVITY BLOCK RETAINING WALL

MATERIALS.

(a) Gravity Block Units. Gravity block units and cap units shall have a minimum dry weight density of 140 lbs per cubic foot. The minimum block thickness for the main wall units shall be twenty-four inches. The minimum thickness for cap units and corner/transition units may be reduced if approved by the Design Engineer. The units shall have a weathered rock face finish in angular tri-plane or straight face configuration unless otherwise noted in the plans. All units shall have a concrete gray face color unless otherwise noted on the plans. Exposed surfaces of units shall be free of chips, cracks, or other imperfections when viewed from a distance of 10 feet under diffused lighting. Any metallic attachment devices shall be galvanized in accordance with AASHTO M 111 and provide for a 75 year maintenance free life expectancy.

(b) Concrete. The Contractor shall submit a concrete mix design to the Resident Engineer for approval. The Portland cement concrete shall have a minimum 3500 psi compressive strength at 28 days; an air content of 6% ±2%, and a maximum aggregate size of 1 inch. The manufacturer shall have a Quality Control program whereby representative samples of raw materials are tested and/or reviewed for conformity. In addition, quality control tests (compressive strength and air content) shall be conducted in accordance with the Department's Manual of Field Sampling and Testing Procedures. The frequency of quality control tests shall be a minimum of one (1) set of tests per pouring day. Records of materials used in the manufacture of wall units and quality control test shall be maintained by the manufacturer. The Department shall reserve the right to review records for compliance with all applicable specifications and to reject any non-conforming units.

(c) Filter Fabric. Geotextile filter fabric meeting the requirements of Subsection 625.02, Type 2 is required at the interface of the drainage material and both the backfill material and the gravity block wall. The geotextile fabric used in the wall construction shall be able to resist deterioration when exposed to the backfill material selected. Geotextile fabric shall be protected from sunlight during storage.

(d) Drainage Fill Material. Drainage fill material placed immediately behind the wall shall conform to the requirements of a Class 3 mineral aggregate as specified in Subsections 403.01 and 403.02 or coarse aggregate meeting the Standard or Alternative Gradation as specified in Section 802.02(c) of the Standard Specifications.

(e) Select Granular Backfill. All backfill material shall be granular having an angle of internal friction greater than 28 degrees as determined by the standard direct shear test AASHTO T-236 on the portion finer than the No. 10 sieve, using a sample of the material compacted to 95 percent of AASHTO T-99 and shall have no cohesion. Aggregates meeting the material requirements of Section 302 for Selected Material (Class SM-1) or the material requirements of Section 303 for Aggregate Base Course (Class 7) are acceptable backfill materials.

The Contractor shall sample and test the backfill material prior to wall construction to verify that the angle of internal friction used in the wall system design does not exceed the angle of internal friction of the backfill material. The Contractor shall conduct one additional shear test on a sample taken during the wall construction at a location as determined by the Engineer. Also, if the backfill material source changes and/or material properties change during wall construction from the original sample tested, the angle of internal friction shall be re-verified. If either the

GRAVITY BLOCK RETAINING WALL

additional test result or the re-verified test result is less than the design value utilized in the design of the wall, the material shall be removed and replaced with acceptable backfill material.

WORKING DRAWINGS. At least 30 calendar days prior to fabrication of the gravity blocks, the Contractor shall submit four (4) copies of design calculations, working drawings, and material and construction specifications to the Engineer for review. This will be used to verify compliance with design requirements. The drawings shall include details that provide for flexibility, differential settlement and aesthetics at changes in direction of the wall alignment.

The above verification process shall not relieve the Contractor of any responsibility under the contract for the successful completion of the work.

GRAVITY BLOCK FACE FINISH. Before shipment of the gravity blocks, approval of the face finish will be required. Approval will be based on a sample block submitted to the Engineer. In lieu of a sample block, the Engineer may accept proof of previous work performed with identical blocks and finishes.

CONSTRUCTION REQUIREMENTS. The Contractor will be required to have a manufacturer's representative experienced and knowledgeable in the design and construction of the retaining wall system available throughout the construction period.

The Contractor shall furnish a certification that the components of the wall system were manufactured in compliance with the approved design and that the materials furnished comply with the specifications.

Prior to wall construction, the foundation shall be compacted as directed by the Engineer. Any unsuitable foundation material shall be excavated and backfilled according to the undercutting requirements of this special provision. At each foundation level, an unreinforced concrete or crushed stone leveling pad shall be provided. Concrete leveling pads shall be in place a minimum of 24 hours before gravity block elements are placed. Leveling pads shall have a minimum earth cover as shown on the plans. Crushed stone for leveling pads shall comply with the requirements of Section 303 for Aggregate Base Course (Class 7) or other material as required by the wall supplier's construction requirements, and compacted in accordance with Subsection 210.10. Concrete for leveling pads shall comply with the requirements of Section 802 for Class A or higher class concrete as required by the wall supplier's construction requirements.

Individual gravity blocks shall be placed so that their final position is near vertical. The tolerance for the completed wall shall be within 2 degrees of the batter shown on the plans. As drainage and backfill material are placed behind the blocks, the blocks shall be maintained in position according to the wall supplier's recommendations.

As shown on the plans, drainage fill material shall be placed for a minimum width of 12 inches behind the wall, for the full height of the wall, in 10 inch loose lifts and compacted in such a manner as to avoid any damage or distortion of wall materials or wall alignment. The Contractor shall perform quality control and acceptance sampling and testing of the backfill in accordance with Section 306, with the exception that the minimum frequency of acceptance testing shall be one lot test for gradation and decantation loss for each 500 cubic yards of drainage fill material.

GRAVITY BLOCK RETAINING WALL

Select Granular Backfill shall be placed and compacted in accordance with Subsections 210.07, 210.09, and 210.10 of the Standard Specifications. The Contractor shall perform quality control and acceptance sampling and testing of the backfill in accordance with Section 306, with the exception that the minimum frequency of acceptance testing shall be one lot test for density, moisture content, gradation, and plasticity index for each 3000 cubic yards of backfill material placed except that at least one set of tests for density and moisture content shall be performed on each layer of backfill.

Backfill shall be placed in such a manner as to avoid any damage or disturbance of the wall materials or misalignment of the facing blocks. Any damage or distortion of the wall materials during backfill placement shall be corrected at the Contractor's expense.

The Contractor shall be responsible for preventing surface water or rainwater from damaging the retaining walls during construction. This shall include shaping the backfill to prevent water from ponding or flowing on the backfill or against the wall face. Any damage or movement caused by erosion, sloughing, or saturation of the retaining wall or embankment backfill shall be repaired at the Contractor's expense.

All the material within any undercut areas shown in the plans shall be excavated to the limits shown. Additional soft and unstable materials shall be excavated as directed by the Engineer. All undercut areas shall be backfilled with granular material meeting the requirements specified in the plans. The granular backfill material shall be placed and compacted in accordance with Subsections 210.07, 210.09 and 210.10. The Contractor shall perform quality control and acceptance sampling and testing of the backfill in accordance with Section 306, with the exception that the minimum frequency of acceptance testing shall be one lot test for density, moisture content, gradation and plasticity index for each 3000 cubic yards of backfill material placed except that at least one set of tests for density and moisture content shall be performed on each layer of backfill.

METHOD OF MEASUREMENT. Retaining walls will be measured by the square foot of front surface area between the top of the leveling pad at the face of the wall and the top of the wall including any cap units required.

All excavation within the limits of the gravity wall units and drainage fill material, for the leveling pad, within the limits of any undercut areas, and directly over any undercut areas will be measured as Unclassified Excavation. All other excavation will not be measured.

All backfill within the limits of any undercut areas will be measured as shown in the plans. All backfill (not including drainage fill) directly over the limits of any undercut areas will be measured as Compacted Embankment. Drainage fill material and all other backfill will not be measured.

BASIS OF PAYMENT. Retaining walls completed, accepted and measured as provided above will be paid for at the contract unit price bid per square foot front face of Gravity Block Retaining Wall, which price shall be full compensation for designing; for quality control and acceptance sampling and testing; for furnishing all materials including drainage fill and any in-fill materials; pipe underdrains and joint materials; for furnishing and installing Geotextile Fabric, for

GRAVITY BLOCK RETAINING WALL

constructing the leveling pad, the wall, and the cap units; and for all labor, equipment, tools, and incidentals necessary to complete the work.

All excavation within the limits of the gravity block wall units and drainage fill material, for the leveling pad, within the limits of any undercut areas, and directly over any undercut areas will be paid for as Unclassified Excavation in accordance with Section 210. All other excavation will not be paid for directly but will be considered subsidiary to the unit price bid per square foot for Gravity Block Retaining Wall.

All backfill within the limits of any undercut areas, including quality control and acceptance sampling and testing, will be paid for as shown in the plans. All backfill (not including drainage fill) directly over the limits of any undercut areas, including quality control and acceptance sampling and testing, will be paid for as Compacted Embankment in accordance with Section 210. All other backfill will not be paid for directly but will be considered subsidiary to the unit price bid per square foot for Gravity Block Retaining Wall.

The Contractor shall comply with applicable Federal, State, and local laws governing safety in accordance with Subsection 107.01(b) in any and all excavation and/or shoring operations. Any shoring will not be paid for directly but will be considered subsidiary to the unit price bid per square foot for Gravity Block Retaining Wall.

Payment will be made under:

Pay Item	**Pay Unit**
Gravity Block Retaining Wall	SF (Square Foot)

SPECIAL PROVISION #11

JOB NO. 040943
MILLSAP / COLLEGE INTERSECTION IMPROVEMENT PROJECT

REMOVE AND REPLACE TREES

DESCRIPTION. This item shall consist of removing and replacing the existing trees on the Valvoline property as shown in the plans.

CONSTRUCTION REQUIREMENTS. The existing trees shall be removed as shown on the plans to accommodate construction. New 2" DBH trees of the same species as those removed shall be planted in locations shown on the plans. Trees shall be planted in accordance with City of Fayetteville planting details.

METHOD OF MEASUREMENT. Remove and Replace Trees will be measured by each (EA) basis at the unit price listed on the Unit Price Schedule. One unit includes removal of one tree, and planting of one new tree.

BASIS OF PAYMENT. Work completed and accepted and measured as provided above will be paid for at the contract unit price shown below, which price shall be full compensation for, furnishing and installing all plans, soils, mulch, other materials and appurtenant work required to remove and replace trees, and for all labor, equipment, tools, and incidentals necessary to complete the work as described herein and shown in the Construction documents.

Payment will be made under:

Pay Item	Pay Unit
Remove and Replace Trees	EA

SPECIAL PROVISION #12

JOB NO. 040943
MILLSAP / COLLEGE INTERSECTION IMPROVEMENT PROJECT

IRRIGATION SYSTEM ADJUSTMENT

DESCRIPTION. This item shall consist of adjustments to existing irrigation systems located on Parcel 765-15715-000 (Valvoline Instant Oil Change) at the southeast corner of the intersection between Millsap and College Ave.

The location and extent for underground irrigation systems is unknown, except for what can be seen at the surface such as backflow preventers, valves and irrigation heads.

It is the intent of this special provision to remove portions of existing irrigation systems that may be in conflict with proposed improvements and adjust those irrigation systems to provide a complete functioning system of the same type, functionality and quality for the affected property owner. Irrigation components expected to require adjustment include (but not limited to) backflow preventers, RPZ, valves, yard lines, and nozzles.

SUBMITTAL REQUIREMENTS. Prior to making any adjustments to an existing irrigation system, the contractor shall notify the engineer and schedule a site visit to review and document the location, extents and specifics of the system. Once impacts are determined, the contractor shall submit a plan to the engineer describing necessary adjustments to the existing irrigation system to resolve conflicts with proposed improvements. This information will be used to coordinate and schedule work with the owner of the irrigation system.

MATERIALS

When possible, materials shall match the materials of the existing system. If those materials are no longer available, the following guidance shall be used as required.

Pipe Materials:

1. Plastic Pipe: Provide PVC, pressure rated pipe for sizes 2-1/2 inches or less meeting the requirements of ASTM D 2241, PVC 1120 compound, SDR 21. Provide plastic pipe 3 inches and larger meeting the requirements of ASTM D 1785, PVC 1120 compound, Schedule 40.
    a. The pipe shall be homogeneous throughout and free from visible cracks, holes, foreign materials, blisters, deleterious, wrinkles, and dents.
    b. All pipe shall be continuously and permanently marked with the following information: Manufacturer's name or trademark, size, schedule and type of pipe, working pressure at 73 degrees F. and National Sanitation Foundation (N.S.F.) approval.

2. Plastic Pipe Fittings: Provide molded plastic pipe fittings manufactured of the same material as the pipe and shall be suitable for solvent weld, slip joint ring-tite seal or threaded connections.
    a. PVC Socket Fittings: ASTM D 2466, Schedules 40 and 80.
    b. PVC Threaded Fittings: ASTM D 2464, Schedule 80.
    c. PVC Socket Unions: Construction similar to MSS SP-107, except both headpiece and tailpiece shall be PVC with socket ends.
    d. Size slip fitting socket taper so that a dry unsoftened pipe end can be inserted no more than halfway into the socket. Plastic saddle and flange fittings will not be permitted. Only schedule 80 pipe may be threaded.
    e. When connection is plastic to metal, plastic male adaptors shall be used. The male adaptor shall be hand tightened, plus one turn with a strap wrench.

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f. Pipe-Flange Gasket Materials: AWWA C110, rubber, flat face, 1/8-inch-thick unless otherwise indicated; full-face or ring type unless otherwise indicated.
g. Metal, Pipe-Flange Bolts and Nuts: ASME B18.2.1, carbon steel unless otherwise indicated.

3. Polyethylene Pipe: ASTM F 771, PE 3408 compound; SIDR 11.5.

4. Polyethylene Pipe Fittings: Provide insert fittings for PE Pipe: ASTM D 2609, nylon or propylene plastic with barbed ends. Include bands or other fasteners.

5. Pipe Sleeves: Provide Schedule 40 PVC pipe with solvent welded joints under pavements.

6. Copper Pipe: Use Type "K" rigid conforming to ASTM Standard B88. Use wrought copper or cast bronze fittings, soldered or threaded per the installation details. Use a dielectric union wherever a copper-based metal (copper, brass, bronze) is joined to a iron-based metal (iron, galvanized steel, stainless steel).

Pipe Joining Materials:

1. Solvent Cements for Joining PVC Piping: ASTM D 2564. Include primer according to ASTM F 656.

2. Plastic, Pipe-Flange Gasket, Bolts, and Nuts: Type and material recommended by piping system manufacturer unless otherwise indicated.

Valves:

1. PVC Ball Valves: Union type, with full-port ball, socket or threaded detachable end connectors, and pressure rating not less than 150 psig (1035 kPa). PVC ball valves may be used for sizes 2-1/2" and smaller, brass or bronze ball valves are required for sizes 3" or larger.

2. Electric Control Valves: Molded-plastic body, normally closed, diaphragm type with manual-flow adjustment, and operated by 24-V ac epoxy-sealed solenoid for commercial/institutional applications.

Valve Boxes:

1. General: All remote-control valves, manual control valves, zone shut-off valves, gate valves or globe valve filters and drains unless otherwise indicated, shall be installed in valve access box of proper size as required for easy access to the valve.

2. Plastic Control-Valve Boxes: Box and cover, with open bottom and openings for piping; designed for installing flush with grade. Include size as required for valves and service. Electric control valves must be placed in square valve boxes with polyethylene sidewall and cover materials. Lettering on the cover will be "IRRIGATION."

Specialties:

1. Control Cable: All electrical control and ground wire shall be low voltage-direct burial irrigation control cable, 14 gauge unless otherwise indicated on the drawings. All

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wiring to be used for connecting automatic remote control valves to the automatic controller shall be Type "UF," 600 volt, stranded or solid copper, single conductor wire with PVC insulation and bear UL approval for direct underground burial feeder cable.

a. Insulation shall be 4/64-inch thick minimum covering of ICC-100 compound for positive waterproofing protection. All control or "hot" wires shall be of one color (black) and all common or "ground" wires shall be of another color (white). Verification of wire size and types and installation procedures shall conform to local codes, applications and length of runs.
b. All splices are to be completed within valve boxes using one-piece, jelly-filled, water-proof wire connectors with 20 expansion coils per splice.

2. All other materials, not specifically described but required for a complete and proper irrigation system installation, shall match existing, shall be new, first quality of their respective kinds, and subject to the approval of the Owner's Representative.

Construction Methods

1. Surface Conditions:
    a. Inspection: Prior to all work of this section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.
        i. Verify that irrigation system may be installed in strict accordance with all pertinent codes and regulations, the original design, the referenced standards, and the manufacturer's recommendations.
    b. Discrepancies: In the event of discrepancy, immediately notify the Owner's Representative.
        i. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.
    c. Field Measurements: Make all necessary measurements in the field to ensure precise fit of items in accordance with the original design.

2. Installation of Piping:
    a. General: Layout the piping system in accordance with the plans.
        i. Where piping is shown on the plans to be under paved areas but running parallel and adjacent to planted areas, the intention is to install the piping in the planted areas.
    b. Line Clearance: All lines shall have a minimum clearance of 4 inches from each other, and 6 inches from lines of other trades, except through pipe sleeves.
        i. Parallel lines shall not be installed directly over one another.

3. Inspection of Pipe and Fittings: Carefully inspect all pipe and fittings before installation, removing all dirt, scale, and burrs and reaming as required; install all pipe with all markings up for visual inspection and verification.

4. Plastic Pipe: Plastic pipe shall be installed in a manner so as to provide for expansion and contraction as recommended by the manufacturer.
    a. All plastic joints shall be solvent-weld joints or slip seal joints. Only the solvent cement recommended by the pipe manufacturer shall be used. All plastic pipe and fittings shall be installed as outlined and instructed by the pipe

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manufacturer and it shall be the Contractor's responsibility to make arrangements with the pipe manufacturer for any field assistance that may be necessary. The Contractor shall assume full responsibility for the correct installation.

i. All plastic to metal joints shall be made with plastic male adaptors.
ii. The solvent-weld joints shall be made dry.
iii. The solvent-weld joints shall be allowed to set at least 24 hours before pressure is applied to the system on PVC pipe.

5. Pipe Pulling: Pulling of pipe is acceptable for the installation of lateral lines only. Contractor has the option to pull or trench laterals.
    a. Pull pipe to the depth as required on the Drawings.

6. Trenching and Backfilling.
    a. General: Perform all trenching required for the installation of items where the trenching is not specifically described in other sections of these specifications.
        i. Make all trenches in accordance with OSHA Requirements with sufficient width to provide free working space at both sides of the trench and around the installed item as required for gluing, joining, backfilling, and compacting while minimizing width of trenches.
    b. Depth: Trench as required to provide the elevations shown on the Plans.
        i. Trench to sufficient depth to give a minimum of 18 inches of fill above the top of the pipe measured from the adjacent finished grade under driveways and sidewalks.
        ii. All mainline shall have a minimum cover of 18 inches above the pipe. All laterals shall have a minimum cover of 12 inches above the pipe. All drip laterals shall have a minimum cover of 8 inches above the pipe.
        iii. All sleeves shall be installed at a depth on line and grade with existing or proposed irrigation lines. Sleeves with excessive or shallow invert depth will be rejected.
    c. Correction of Faulty Grades: Where trench excavation is inadvertently carried below proper elevations, backfill with material approved by the Owner's Representative and then compact to provide a firm and unyielding subgrade to the approval of the Owner's Representative and at no additional cost to the Owner.
    d. Trench Bracing: Properly support all trenches in strict accordance with all pertinent rules and regulations.
        i. Brace, sheet, and support trench walls in such a manner that they will be safe and that the ground alongside the excavation will not slide or settle, and that all existing improvements of every kind will be fully protected from damage.
        ii. In the event of damage to such improvements, immediately make all repairs and replacements necessary to the approval of the Owner's Representative and at no additional cost to the Owner.
        iii. Arrange all bracing, sheeting and shoring so as to not place stress on any portion of the completed work until the general construction thereof has proceeded far enough to provide sufficient strength.

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e. Removal of Trench Bracing: Exercise care in the driving and removal of sheeting, shoring, bracing, and timbering to prevent collapse or caving of the excavation faces being supported.
f. Grading and Stockpiling Trenched Material: Control the stockpiling of trenched material in a manner to prevent water running into the excavations.
    i. Do not obstruct surface drainage but provide means whereby storm and waste waters are diverted into existing gutters, other surface drains, or temporary drains.
g. Methods: All trench excavation shall be made by open cut. During excavation, material suitable for backfilling shall be piled in an orderly manner, a sufficient distance from the banks of the trench to avoid overloading, and to prevent slides or cave-ins. All material not required for backfill or not suitable for backfill, shall be removed from the site by the Contractor. Banks of trenches shall be kept as nearly vertical as possible and shall be properly sheeted and braced as may be necessary to prevent caving.
    i. Trench widths in paved streets or in areas where proximity to other structures require vertical cuts, shall not be wider than is required for proper handling, jointing and bedding of the pipe.
    ii. The bottom of the trenches shall be accurately graded to line and grade and provide uniform bearing and support for each section of the pipe on undisturbed soil, at every point along its entire length. Depressions for joints shall be dug after the trench bottom has been graded, and shall be only of such length, depth and width as required for properly making the particular type joint. Care shall be taken not to excavate below the depths indicated.
    iii. Where rock occurs in trench excavation, the rock shall be removed to a depth of six (6) inches below the established grade line, and to a width of twelve (12) inches greater than the outside diameter of the pipe to be installed in the trench.
h. Pavement Removal: Where excavation of trenches requires the removal of pavement, the pavement shall be cut in a straight line along the edge of the excavation by use of a spade-bitted air hammer, concrete saw or similar approved equipment to obtain straight, square and clean break; and, after backfilling and subgrade preparations are completed, the pavement section and surfacing shall be replaced.
    i. Excess material, including rock, broken concrete, bituminous materials, debris or other materials not suitable for backfill, shall be removed from the site and disposed of by the Contractor.

7. Boring:
    a. Locations: Boring shall be used to route pipe, wiring, or both under structures such as walks or curbs where trenching is impractical. <u>Sleeves shall be installed in all bored holes.</u>
    b. Method: Boring shall be accomplished with a drill, auger, water jet, or any other instrument approved by the Owner's Representative capable of producing a precise hole. Boring shall not disturb overlaying structures or cause settlement and damage to those structures.

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8. Sleeves:
    a. Locations: Install sleeves where noted on plans, or wherever routing of a pipe, wiring, or both crosses a paved area or passes through a bored hole.
    b. Methods: Sleeves laid in open trenches shall be uniformly and evenly supported by undisturbed soil on the trench bottom. Backfill shall conform to standards hereinafter specified.
        i. Sleeves installed in borings shall be forced through and have a snug fit throughout the length of the bored hole. Sleeves cracked or broken shall not be accepted.
        ii. Installation of pipe for sleeving shall occur where pipe lines run under or through pavements or structures and as shown on the plans. Sleeve inverts shall be laid at the grade of the lines it will carry and sloped to drain. All permanent sleeves shall be laid side by side in all locations unless noted otherwise. Inverts in and out shall be permanently marked in the field and on the as built drawings.
    c. Materials: Pipe for sleeving must be a minimum strength of SDR 35.

9. Backfill.
    a. Inspection: The trenches shall not be backfilled until inspection has been completed and the pipe installation, including the grade, alignment and jointing has been found to be in compliance with the requirements of the plans and specifications.
    b. Around and Over Pipe: Select backfill material consisting of sand, fine gravel or select earth, free of large lumps or rocks larger than 3/4 inch shall be used in backfilling around and over the installed pipe.
        i. The select material shall be obtained from the excavation material removed from the trench and shall be processed by screening, sifting, or selective sorting, so as to produce the type of backfill herein specified. The Contractor may at his option and expense provide an acceptable imported material.
        ii. This backfill material shall be carefully deposited around and over the pipe in layers not more than six inches thick, loose measurement, unless otherwise permitted by the Owner's Representative, wetted to optimum moisture content and uniformly compacted to at least 95 percent of the maximum density obtainable at optimum moisture content as determined by ASTM D698 (latest revision), until the pipe has a cover depth of at least one (1) foot.
    c. Remainder of Trench Backfill: The remaining depth of the trench shall be backfilled with excavation material removed from the trench, which shall be wetted or dried to near optimum moisture content.
        i. Inclusion of a limited amount of stones and rocks will be permitted. Stones and rocks shall in no case be larger than 1 inch, and they shall be placed so that each piece is completely surrounded with material compacted to the density specified. The size and amount of rocks used in backfill shall be such that they will not interfere with proper compaction.
        ii. This material shall be carefully deposited in layers of a thickness suitable to the equipment selected by the Contractor for proper compaction and compacted to at least 95 percent of the maximum

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density as determined by ASTM D698 (latest revision) under pavements and structures. The method of compaction selected by the Contractor shall not cause damage of any nature to the installed pipe. In planted areas compact to 85 percent of maximum density at optimum moisture.

iii. The use of water settlement for this portion of the trench backfilling is permissible if the specified density can be obtained and the backfill material is suitable for this type of trench compaction.

10. Installation of Equipment.
    a. General: All fittings, valves, etc., shall be carefully placed in the trenches with concrete thrust blocks to be placed where required, or at angle points as shown on the plans and details.
        i. All sprinklers, having adjustable nozzles, shall be adjusted for proper and adequate distribution of the water over the coverage pattern of the sprinkler.
        ii. All nozzles on pop-up sprinklers or spray heads shall be tightened after installation. All sprinklers shall be adjusted as required for the proper arc of coverage, radius, diameter and/or gallonage discharge.
        iii. Provide a laminated tag indicating the zone number for each electric control valve. Secure the tag using a zip tie.
    b. Sprinkler Heads: Install sprinkler heads where indicated on the plans and in strict accordance with the manufacturer's recommendations or as necessary to provide complete uniform coverage.
        i. All heads on slopes where runoff may occur shall be installed with check valves if slope between heads exceeds 2 feet and install check valves on all pop-up heads on slopes that exceed 6:1.
        ii. Set all heads to final grades, accounting for sod depths and mulch.
    c. Control Wire: Bundle control wires where two or more are in the same trench. Bundle with pipe wrapping tape spaced at 10-foot intervals.
        i. Provide 24-inch excess length of wire in an 8-inch diameter loop at each 90-degree change of direction, at both ends of sleeves and at 100-foot intervals along continuous runs of wiring. Do not tie wiring loop. Coil 24-inch length of wire within each remote-control valve box.
        ii. Install common ground wire and one control wire for each remote-control valve. Multiple valves on a single control wire are not permitted. Install wire parallel with and below PVC mainline pipe.

11. Testing:
    a. Flushing: Before backfilling the mainline, and with all control valves in place, but before lateral pipes are connected, completely flush and test the mainline and repair for all leaks; flush out each section of lateral pipe before sprinkler heads are attached.
    b. Testing: Make all necessary provisions for thoroughly bleeding the line of air and debris.
        i. Pipelines jointed with solvent-welded PVC joints must be cured at least 24 hours before testing.
        ii. Subsections of mainline pipe may be tested independently, subject to the review of the Owner’s Representative.

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iii. Furnish clean, clear water, pumps, labor, fittings and equipment necessary to conduct tests.

c. Hydrostatic Pressure Test:
   i. Subject mainline pipe to a hydrostatic pressure of 150 PSI for two hours. Test with mainline components installed. A 2 PSI pressure variation is allowed. Backfill to prevent pipe from moving under pressure. Expose couplings and fittings.
   ii. Leakage will be detected by visual inspection. Replace defective pipe, fitting, joint, valve or appurtenance. Repeat the test until the pipe passes the test.
   iii. Cement or caulking to seal leaks is prohibited.

d. Operational Test:
   i. Activate each remote-control valve in sequence from controller. The Owner's Representative will visually observe operation, water application patterns and leakage.
   ii. Replace defective remote-control valve, solenoid, wiring or appurtenance to correct operational deficiencies.
   iii. Replace, adjust or move water emission devices to correct operational or coverage deficiencies.
   iv. Replace defective pipe, fitting, joint, valve, sprinkler or appurtenance to correct leakage problems. Cement or caulking to seal leaks is prohibited. Repeat test until each lateral passes all tests.

12. Cleanup and Protection:
    a. Cleanup: Upon completion of the work, the entire site shall be cleared of all debris, and ground surfaces shall be finished to smooth, uniform slopes and shall present a neat and workmanlike appearance. Replace all obstructions remove during construction to a condition at least equal to their existing condition.

13. Irrigation Maintenance:
    a. Maintenance: The Contractor shall, for a period of one (1) year after completion and final acceptance of the work, maintain and repair any trench or boring settlement which may occur, and shall make suitable repairs to any pavements, sidewalks, or other structures which may become damaged as a result of settlement. All such maintenance and repair shall be at the Contractor's expense.

14. Record Drawings:
    a. Record Drawings: Maintain as-built drawings on site at all times. Record accurately on one set of black and white prints of the site plan all installed work including both pressure and non-pressure lines.
       i. Upon completion of each increment of work, transfer all such information and dimensions to the print. The dimensions shall be recorded in a legible and workmanlike manner.
       ii. Dimension from two permanent points of reference (buildings, monuments, sidewalks, curbs, pavement, etc.). Locations shown on

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as-built drawings shall be kept day to day as the project is being installed. All dimensions noted on drawings shall be 1/8-inch in size (minimum).

iii. Show locations and depths of the following items: Point of connection, routing of sprinkler pressure lines (dimension maximum 100 feet along routing), isolation valves, electric control valves, underground wire splices, quick coupling valves, routing of control wires, sprinkler heads, drip lines and other related equipment.

b. Provide the Owner's Representative as-built drawings both electronically on a CD and in print. In addition, the field set must be provided to the Owner's Representative.

METHOD OF MEASUREMENT. Irrigation System Adjustment will be measured at a Lump Sum (LS) basis at the price listed on the Unit Price Schedule. A complete unit for this item will include all adjustments required to adjust and restore functionality of the irrigation system.

BASIS OF PAYMENT. Work completed and accepted and measured as provided above will be paid for at the contract unit price shown below, which price shall be full compensation for furnishing all materials, equipment, tools, labor and incidentals necessary to complete the work as described herein and shown in the Construction Plans.

Payment will be made under:

Pay Item	Pay Unit
Irrigation System Adjustment	LS

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LANDSCAPE ROCK DRAINAGE SWALE

DESCRIPTION. This item shall consist of construction of the Landscape Rock Drainage Swale at locations and per detail shown in the plans.

MATERIALS. The materials shall conform to Landscape Rock Drainage Swale detail provided in the construction drawings.

METHOD OF MEASUREMENT. Landscape Rock Drainage Swale will be measured by the linear foot (LF) basis of completed in place drainage swale, measured along the flow line of the drainage swale.

BASIS OF PAYMENT. Work completed and accepted and measured as provided above will be paid at the contract unit price shown below, which price shall be full compensation for furnishing all materials, equipment, tools, labor and incidentals necessary to complete the work as described herein and shown in the Construction Plans.

Payment will be made under:

Pay Item	Pay Unit
Landscape Rock Drainage Swale	LF

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SCOUR TRANSITION MAT

DESCRIPTION. This item shall consist of construction of the Scour Transition Mat at locations and per detail shown in the plans.

MATERIALS.

TRANSITION MAT

1. The transition mat shall be manufactured for the purpose of permanent scour protection and erosion control in high stress or flow areas. The transition mat shall be made from 100% synthetic material (high density polyethylene) and contain no biodegradable or photodegradable components or materials. The transition mat shall contain a minimum of 15% HDPE recycled content as measured by mass per unit area.

2. The transition mat shall be a dimensionally stable and resilient mat providing mechanical protection for soil covers that hold soil particles and sediment in place. The transition mat shall provide permanent, uniform adherence of the soil covers to the soil profile. It shall have 50% open space available for vegetative establishment.

3. The transition mat shall be a semi-rigid mat which provides impact resistance and high tensile strength. When anchored the transition mat maintains intimate soil contact while providing a minimum of 40 lbs of holding capacity per square foot to resist uplift forces due to high velocity.

4. The transition mat shall meet the requirements of Table 1. Proposed equals must be approved by the engineer for a minimum of 30 days prior to bid date. Test results documenting that the transition mat has been tested under controlled flow conditions for hydraulic performance characteristics in accordance with ASTM D-6460 must be submitted along with the manufacturer's certification that the transition mat's design and components meet or exceed all of the requirements set forth in this specification.

TABLE 1 - PERMANENT TRANSITION MAT

Property	**Test Method**	**Units**	**Value (MARV or Typical)**
Physical			
Mass/Unit Area	ASTM D 6566	lb/sf	0.93 MARV
Thickness	ASTM D 6525	inches	0.437 MARV
Wide Width Tensile (MD/TD)	ASTM D 4595	lb/ft	2600 MARV
Percent Open Area	Calculated	%	50 Typical
Density/Specific Gravity	ASTM D 792	g/cm3	0.938 MARV
UV Stability	ASTM D 4355	%	90 MARV
Performance			
Velocity Day 1 Performance Fully Vegetated	Flume Testing ASTM D-6460	ft/sec	19.0 31.0
Shear Day 1 Performance Fully Vegetated	Flume Testing ASTM D-6460	lb/ft2	13.0 16.0
Culvert Outfall Test Exit Velocity Discharge	Prototype	fps cfs	16 90

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SCOUR TRANSITION MAT

ACCESSORIES

1. Anchoring Devices
    a. The anchoring devices shall be provided and installed in accordance with the manufacturer's recommendations.

EXECUTION

1. Preparation
    a) The installation site shall be prepared by clearing, grubbing, and excavating or filling the area to the design grade.

    b) The surface to receive the soil cover(s) and transition mat shall be prepared to relatively smooth conditions free of obstructions, depressions, debris and soft or low density pockets of material. The material shall be capable of supporting a vegetative cover.

    c) Erosion features such as rills, gullies, etc. must be graded out of the surface before the soil cover(s) and transition mat deployment. Smooth roll drum compaction may be required before deploying the soil cover and transition mat to make sure they maintain intimate contact with the soil.

    d) Anchor trenches, termination trenches and longitudinal anchor trenches for the chosen soil cover material shall be installed per manufacturer's recommendations.

    e) Prior to final placement of the transition mat and soil cover(s) the prepared surface should be inspected and approved by the Engineer.

2. Installation
    a) Soil cover(s) and transition mat's are shown on the drawings to depict the locations and portions of the work where they are to be installed. The transition mats shall be placed on the soil cover(s) in such a manner as to produce a relatively planar surface.

    b) Each transition mat shall be placed longitudinally end to end (overlapped when appropriate) in the configuration specified so as to incur minimal waste. All placement of transition mat panels shall be in accordance with the manufacturer's recommendations and the Contractor's approved shop drawings unless otherwise specified by the Engineer.

    c) When overlapping successive transition mat panels, the panels shall be overlapped upstream over downstream, and/or upslope over downslope. Each transition mat panel shall be secured to the soil cover(s)and ground with bullet anchors driven 12" to 36" deep as per manufacturer's recommendation.

    d) Install anchors at the recommended rate based upon manufacturer's requirements for engineered hydraulic events and different soil types (cohesive or non cohesive).

    e) Care shall be taken during installation so as to avoid damage occurring to the soil cover(s) and the transition mat as a result of the installation process. Should the soil

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cover(s) material be damaged during installation, a soil cover(s) patch shall be installed extending 3' beyond the perimeter of the damaged area. New transition mat panels and anchors shall be placed over the damaged area when the damaged transition mat material cannot be reused.

f) The designated soil cover(s) material shall always be installed under the transition mats and may extend downstream of the transition mat panels the distance and width specified for each location in the plans. Soil cover(s) shall be installed both per the manufacturer's specifications and per the transition mat specifications.

METHOD OF MEASUREMENT. Scour Transition Mat will be measured by the square foot (SF) basis of completed in place Scour Transition Mat.

BASIS OF PAYMENT. Work completed and accepted and measured as provided above will be paid at the contract unit price shown below, which price shall be full compensation for furnishing all materials, equipment, tools, labor and incidentals necessary to complete the work as described herein and shown in the Construction Plans.

Payment will be made under:

Pay Item	Pay Unit
Scour Transition Mat	SF

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P.C.C. PAVEMENT (6" UNIFORM THICKNESS), INCLUDING MONOLITHIC CURB (TYPE A)

DESCRIPTION. This item shall consist of Portland Cement Concrete (P.C.C.) Pavement constructed in one course on the prepared subgrade or on a completed and accepted base course according to these specifications and conforming to the lines, grades, thickness, and details shown in the plans.

MATERIALS AND CONSTRUCTION REQUIREMENTS.

P.C.C. Pavement shall comply with the City of Fayetteville Standard Specifications for Street and Drainage Construction.

Specific sections are (but not limited to):

- Section 107. Quality Control, for all submittal, testing, observation and inspection requirements.
- Section 601, Cast-in-Place Concrete, for specific concrete material and construction requirements.
- Section 602, Reinforcing Steel, for dowel bars and tie bars where shown in the plans and details.

Concrete shall be Class 1.

Finishing for concrete surfaces shall be as follows:

- Class 5 Tined Finish for travel lanes (from face-of-curb to face-of-curb)
- Class 6 Broomed finish for curbs.

METHOD OF MEASUREMENT. Measurement will be made by the square yard (SY) basis of completed in place concrete at the unit price listed on the Unit Price Schedule. Measurement will extend from Back-of-Curb to Back-of-Curb across the width of the roadway and along the centerline alignment as described on the plans. No separate measurement shall be made for joint reinforcement (tie bars and/or dowels), joint filler, backer rod, joint sealant or any other incidental material required to complete the concrete paving.

BASIS OF PAYMENT. Work completed and accepted and measured as provided above will be paid for at the contract unit price shown below, which price shall be full compensation for furnishing all materials, equipment, tools, labor and incidentals necessary to complete the work as described herein and shown in the Construction Plans.

Payment will be made under:

Pay Item	Pay Unit
P.C.C. Pavement (6” Uniform Thickness), including Monolithic Curb (Type A)	SY

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U OF A PROPERTY CONSTRUCTION

DESCRIPTION. This item shall consist of construction items proposed on U of A (University of Arkansas) property as shown on the construction plans. Items generally include those necessary to remove and reconstruct the driveway, and parking lot, as well as miscellaneous items needed to relocate signs, fences and light poles and sidewalks.

CONSTRUCTION REQUIREMENTS.

U of A Property – Apron (Pavers)

- Construction for U of A Property - Apron shall be in accordance with the plans and details.
    - Pavers shall be Hanover 5”x12”x3” Asphalt Pavers, Matrix A80010 with Ground Finish.
    - 1” Thick Sand Bed shall be per manufacturer’s recommendations
    - 6” Thick concrete base shall be Class 1 Concrete per City of Fayetteville Standard Specifications for Street and Drainage Construction.
    - 4” Thick Aggregate Base Course (CL. 7) per City of Fayetteville Standard Specifications for Street and Drainage Construction.
    - Contractor shall submit material cut sheets for review and approval prior to ordering material.

U of A Property – Modified Curb (2”)

U of A Property – Concrete Curb and Gutter (Type A)

U of A Property – Flush Concrete Header

U of A Property – 8” Depth Aggregate Base

U of A Property – 3” Thickness ACHM Surface Course

U of A Property – Prime Coat

U of A Property – 6” Concrete Sidewalk Thru Driveway

U of A Property – Concrete Sidewalk with Turn Down Edge

- Construction shall be in accordance with the plans and details.
    - Class 1 Concrete per City of Fayetteville Standard Specifications for Street and Drainage Construction.

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MILLSAP / COLLEGE INTERSECTION IMPROVEMENT PROJECT

U OF A PROPERTY CONSTRUCTION

U of A Property – Relocate Light Pole

- Contractor shall coordinate with the University of Arkansas and the Owner to relocate the existing parking lot light pole to a new location.
- The contractor shall take care to preserve all existing materials during removal of the existing light pole.
- Materials that are not in a condition to be moved or materials that are damaged during removal shall be evaluated in the field and replaced by serviceable material of the same type and size.
- Replacement material shall be furnished by the Contractor and be satisfactory to the Engineer.
- The existing foundation shall be removed.
- Conduit shall be cut at the edge of the excavation needed to remove the foundation. Conduit shall then be extended to the new foundation location.
- Conductors shall be removed an new conductors shall be installed from the nearest light pole. No splicing will be allowed.
- A new foundation shall be constructed matching the size, and dimensions of the existing foundation, including anchor bolts. Exact location to be determined in the field with coordination from the University of Arkansas and the Engineer. Location will be within the project limits.
- The existing pole and fixture shall be installed on the new foundation and tested to ensure functionality.
- Any materials or fixtures damaged during removal, storage or reinstallation shall be evaluated and replaced as determined by the engineer at no cost to the owner.

U of A Property – Chain Link Security Fence

- Contractor shall coordinate with the University of Arkansas and the Owner prior to removal and relocation of existing chain link security fence.
- The contractor shall take care to preserve all existing materials during removal of the existing fence.
- Materials that are not in a condition to be moved or materials that are damaged during removal shall be evaluated in the field and replaced by serviceable material of the same type and size. Including footings and/or foundations.
- Replacement material shall be furnished by the Contractor and be satisfactory to the Engineer.
- Utilizing existing materials where possible the contractor shall reinstall the fence in locations shown on the plan.
- Where posts or other materials are not suitable for reuse, new materials shall be provided that match the existing materials and sizes.

SPECIAL PROVISION #16

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U OF A PROPERTY CONSTRUCTION

- New corner posts shall be installed where the new fence is shown to connect to existing.
- All new posts shall be set in concrete 1' diameter x 3' deep.

METHOD OF MEASUREMENT. The method of measurement for various bid items under this special provision will be as shown below at the unit price listed on the Unit Price Schedule.

The measurement for U of A Property - Apron (Pavers) shall include the pavers, sand setting bed, 6" thick concrete, 4" crushed aggregate base course, and all necessary subgrade preparation.

The measurement for U of A Property – Relocate Light Pole shall include all materials and labor to provide a complete and operational parking lot light pole in a new location, and to remove all foundations, equipment and materials from the existing location.

The measurement for U of A Property – Chain Link Security Fence shall include all materials and labor to provide a complete fencing system of the same style and type that currently exists.

BASIS OF PAYMENT. Work completed and accepted and measured will be paid for as at the contract unit price shown below, which price shall be full compensation for furnishing and installing all materials and for all labor, equipment, tools, and incidentals necessary to complete the work as described herein and shown in the Construction documents.

Measurement and Payment will be made under:

Pay Item	Pay Unit
U of A Property – Apron (Pavers)	SF
U of A Property – Modified Curb (2")	LF
U of A Property – Concrete Curb and Gutter (Type A)	LF
U of A Property – Flush Concrete Header	LF
U of A Property – 8" Depth Aggregate Base	SY
U of A Property – 3" Thickness ACHM Surface Course	TON
U of A Property – Prime Coat	SY
U of A Property – 6" Concrete Sidewalk Thru Driveway	SY
U of A Property – Concrete Sidewalk with Turn Down Edge	SY
U of A Property – Relocate Light Pole	EA
U of A Property – Chain Link Security Fence	LF

SPECIAL PROVISION #17

JOB NO. 040943
MILLSAP / COLLEGE INTERSECTION IMPROVEMENT PROJECT

McCAIN ATC eX2 NEMA CONTROLLER TS2-TYPE 2

DESCRIPTION. This item shall consist of furnishing and installing at locations shown on the plans or as directed, McCain ATC eX2 NEMA Controller TS2-TYPE 2. All requirements of Standard Specifications for Highway Construction, Edition of 2014, Division 700 Traffic Control Facilities, and specifically Section 701 Actuated Controller, shall apply.

Portions of the standard specifications may be superseded by these special provisions.

A. General. The system consists of an McCain ATC eX2 NEMA Controller TS2-TYPE 2 traffic control system. All equipment shall be completely compatible with the traffic control system, hardware and software.

MATERIALS AND CONSTRUCTION. (Other Special Provisions in this contract may also apply). The cabinet facilities and installation, in addition to standard requirements for Section 701 Actuated Controller, shall incorporate the provisions listed in this special provision in order to accomplish the following:

A. Expandability. All traffic controllers (timers) shall be not less than 8 Phases. This does not apply to cabinet facilities and conflict monitor which shall conform to the summary of quantities or other provisions in this contract. Detector wiring harnesses or rack mount detector channel slots shall, as a minimum, be wired for future connection for the number of phases as described in the Summary of Quantities or plan sheets (whichever is greater); for a minimum of 8 system detectors; or as governed by other provisions in this contract.

B. Controller Manuals and Documentation. All documentation and software shall be provided a minimum of 14 calendar days before commencement of the 30-day trial period. The 30-day trial period will not start until this as well as other requirements for system operation have been met. Controller manuals (software and software manuals), must be provided 14 calendar days prior to placing intersection into operation.

Two sets (no photo-copies) of controller manuals shall be provided, one copy to the City or County and one copy to the Department's Maintenance Division.

C. System Timing and Operation Test. The 30-day performance test shall not commence on any portion of the system until all test have been performed by the contractor to the satisfaction of the Engineer in the presence of the Department. Timing data will be provided by the Department's Maintenance Division. The contractor shall give the Engineer a minimum of 14 calendar days' notice to requiring timing data for testing and setup. Contractor shall be responsible for verification that data provided shall be functional and shall notify the Department's Maintenance Division of any changes necessary prior to installation.

In the event that the contractor is not qualified to perform these test and verification, contractor will be responsible for seeing that a manufacturer's representative is present on the day of testing.

SPECIAL PROVISION #17

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MILLSAP / COLLEGE INTERSECTION IMPROVEMENT PROJECT

McCAIN ATC eX2 NEMA CONTROLLER TS2-TYPE 2

METHOD OF MEASUREMENT. Completed and accepted items will be measured as follows:

A. McCain ATC eX2 NEMA Controller TS2-TYPE 2 will be measured by the unit.

BASIS OF PAYMENT. Work completed and accepted and measured as provided above will be paid at the contract unit price shown below, which price shall be full compensation for furnishing all materials, equipment, tools, labor and incidentals necessary to complete the work as described herein and shown in the Construction Plans.

Payment will be made under:

Pay Item	Pay Unit
McCain ATC eX2 NEMA Controller TS2-TYPE 2	EA

SPECIAL PROVISION #18

JOB NO. 040943
MILLSAP / COLLEGE INTERSECTION IMPROVEMENT PROJECT

HYBRID VIDEO/RADAR DETECTION SYSTEM

Section 733 Video Detector with Radio Interface of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

Subsection 733.01, Description. is deleted and the following substituted therefore:

This item consists of furnishing and installing a Multi-Sensor Detection System (MSDS), Central Control Unit (CCU), Video Cable, Video Monitor, Communication Interface, 8 Port SDLC Hub, harness, any hardware or accessories required, and software in accordance with these specifications, and modification or remote video monitoring site(s), at the locations shown on the plans or as directed by the Engineer, for the purpose of providing actuation to a traffic signal controller and for live video monitoring of traffic conditions at the site.

The Hybrid Video/Radar Detectors (MSDS) shall utilize two different sensors of different technologies, video imaging and radar, to detect and track vehicles on a lane-by-lane basis at a distance up to 600 feet from the sensor, CCU, Video Cable, and other associated equipment and shall detect vehicle information from the two sensors to provide highly accurate and precise detection for simultaneous stop line presence, advanced, and special detection by the means described, process the information and provide vehicle actuation to an actuated controller, system local controller, or other device as outlined in the plans or Contract. In addition, where communications are specified, live video shall be transmitted back to a central site by means of that communication. MSDS equipment and its associated components shall also meet the environmental and electrical requirements in Section 701.

Subsection 733.02, Materials is hereby amended by **adding** the following:

(h) Hybrid/Video Detector – The Hybrid/Video Detector(s) shall consist of the following:

- Iteris Vantage Next Video Detector
- Iteris Vantage Vector Hybrid Detector

(i) Central Control Unit – The CCU shall consist of the following:

- Iteris Vantage Next Shelf-Mount CCU

(j) Video Cable (Exterior Cat 5E) - The Ethernet Cable shall consist of the following:

- Shireen Item #DC-1021, CAT 5E Video Cable or Equal (Shielded)
- The plug connectors shall follow the manufacturer’s instructions to insure proper connection.

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HYBRID VIDEO/RADAR DETECTION SYSTEM

(k) Video Monitor – Where called or in the plans, a video monitor consisting of the following shall be provided:

- INVID TECH, IMHD-10, HDMI Video Monitor

(l) 8 Port SDLC Hub – An 8 port SDLC hub shall be provided to support all needs of the system. The 8 port SDLC hub as be compatible with TS-2 NEMA cabinets. The 8 port SDLC hub shall be supplied from the same manufacturer as the detectors.

(m) Harness – This shall be any harness or wiring for the system to work properly. Any harness used shall be supplied from the same manufacturer as the detectors.

(n) Manufacturer's Warranty – The following shall be provided:

- The supplier shall provide a limited three-year warranty and shall apply with time extensions applied to materials. The contractor shall provide a written manufacturer's guarantee to the Agency (City, County or etc.) who provides electrical service and maintenance of the intersection.

- During the warranty period, technical support shall be available from the supplier via telephone with 4 business hours of the time a call is made by the user, and this support shall be available from factory-certified personnel or factory-certified installers.

- The supplier shall maintain an adequate inventory of parts to support maintenance and repair of the detection system.

- During the warranty period, updates to the system software shall be available from the supplier without charge.

Subsection 733.03 Construction Requirements (C) Software is hereby **deleted** and the following substituted therefore: Subsection 733.03 Construction Requirements (C) Software is hereby deleted and the following substituted:

(C) Software – Software required for monitoring, setup, and programming of the system shall be supplied as subsidiary to this special provision for the item "Iteris Vantage Next Shelf-Mount CCU", of the number of channels specified. Two licensed copies shall be required for the job. Software shall be Windows based and operate from and IBM compatible, laptop with Windows XP or later operating system. If other programming devices are required, one unit shall be supplied and shall be considered subsidiary to this special provision.

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HYBRID VIDEO/RADAR DETECTION SYSTEM

Subsection 733.04 Method of Measurement is hereby amended by **adding** the following:

(i) Iteris Vantage Next Video Detector shall be measured by the unit.

(j) Iteris Vantage Vector Hybrid Detector shall be measured by the unit

(k) Iteris Vantage Next Shelf-Mount CCU

(l) Shireen Item #DC-1021, CAT 5E Video Cable or Equal (Shielded) shall be measured by the linear foot.

(m) Invid Tech, IMHD-10, HDMI Video Monitor shall be measured by the unit.

(n) 8 Port SDLC Hub is included in other items of the contract.

(o) Harness is included in other items of the contract.

Subsection 733.05 Basis of Payment. is hereby amended by **adding** the following:

Work completed and accepted under this item and measured as provided above, shall be paid for at the contract unit price as shown below; which price shall be full compensation for providing and installing the device, wiring, configuring, and testing the device; and shall also be for all labor, equipment, tools, and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	**Pay Unit**
Iteris Vantage Next Video Detector	Each
Iteris Vantage Vector Hybrid Detector	Each
Iteris Vantage Next Shelf-Mount CCU	Each
Shireen Item #DC-1021, CAT 5E Video Cable or Equal (Shielded)	Linear Foot
Invid Tech, IMHD-10, HDMI Video Monitor	Each

SPECIAL PROVISION #19

JOB NO. 040943

MILLSAP / COLLEGE INTERSECTION IMPROVEMENT PROJECT

EMERGENCY BATTERY BACKUP SYSTEM INSTALLATION

1. **DESCRIPTION.** This item consists of installing an Emergency Battery Backup System (BBS) with fully conditioned power, for a traffic signal control and communications equipment with batteries, mounted inside a separate equipment cabinet of the type and size called for at the location shown on the plans, or as directed by the Engineer, and shall conform to the following specifications. Power output to equipment shall be fully conditioned whether operating on line voltage or battery backup. No meter base is required.

2. **MATERIALS.** The Battery Backup System (BBS) shall consist of the following:

   - TESCO Class 22 Battery Backup System.

   A. Mounting and Configuration.

   1. A mounting pad shall be constructed as shown on the plans.
   2. The complete BBS, including batteries, shall fit inside a typical, fully equipped and approved stand-alone cabinet on a separate mounting pad. This cabinet/enclosure shall include vent, fan and thermostat.

   B. Maintenance, Displays, Controls and Diagnostics.

   1. Manufacturer shall include a set of equipment lists, operation and maintenance manuals, and board-level schematic and wiring diagrams of the BBS, and the battery data sheets.

   C. Quality Assurance.

   1. Each system shall be visually inspected for any exterior physical damage or assembly anomalies. Any defects shall be cause for rejection.

3. **CONSTRUCTION REQUIREMENTS.** The BBS shall be installed on a separated mounting pad in the vicinity of the service point and controller cabinet as shown on the plans.

4. **METHOD OF MEASUREMENT.** Battery Backup System Installation will be measured by the unit.

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EMERGENCY BATTERY BACKUP SYSTEM INSTALLATION

5. BASIS OF PAYMENT. Work completed and accepted under this item and measured as provided above will be paid for at the contract unit price bid for each Battery Backup System Installation; which price shall be full compensation for furnishing the cabinet and battery backup system; for mounting of the cabinet; for installing, wiring, and testing the battery backup system; for excavation and backfilling; for construction of the mounting pad; and for all materials, labor, equipment, tools, and incidentals necessary to complete the work.

Payment shall be made under:

Pay Item	Pay Unit
TESCO Class 22 BBS (Battery Backup System)	EA

SPECIAL PROVISION #20

JOB NO. 040943
MILLSAP / COLLEGE INTERSECTION IMPROVEMENT PROJECT

LED TRAFFIC SIGNAL HEAD

1. **DESCRIPTION.** This item shall consist of furnishing and installing 300 mm (12") diameter Traffic Signal Heads and components based on Light Emitting Diode (LED) technology according to these specifications as well as **Section 706 Traffic Signal Head** of the Standard Specifications for Highway Construction, Edition of 2014, to approval of the engineer. Portions of the standard specifications will be superseded by these special provisions.

2. **MATERIALS.** The LED modules shall be suitable for span wire and mast arm mounted signals. Units must meet the following specifications to be accepted.

   (A) Physical and Mechanical. LED traffic signal modules designed shall not require special tools for installation. Retrofit replacement LED signal modules shall fit into existing traffic signal housings built to the VTCSH Standard without modification to the housing. Installation of a retrofit replacement LED signal module into an existing signal housing shall only require the removal of the existing optical unit components, i.e., lens, lamp, and gaskets; shall be weather tight and fit securely in the housing; and shall connect directly to existing electrical wiring utilizing spade connectors. It shall not be necessary to remove reflector or lamp module. Reflector and lamp module is not required where new housings are provided.

   (B) Optical Requirements. The RED and GREEN modules shall be measured per ITE specifications and are required to meet luminous values that are a minimum of 115 percent greater than the required minimum values in the specifications at the time of production. The YELLOW modules shall be tested for luminous output at 25°C, allowing the modules to achieve thermal equilibrium for 60 minutes, while the modules are energized at nominal operating voltage, at a 8.3% (or 1/12) duty cycle or 5 sec on/55 sec off). The yellow modules shall meet all other ITE specifications.

   (C) Optical Unit. LED signal modules shall meet the following requirements:

   Optical unit replacement - The LED module shall be constructed to allow the replacement of the outer lens and/or the light engine when needed.

   Lens Surface - The external lens shall be smooth on the outside to prevent excessive dirt/dust buildup.

   Tinting - The RED, YELLOW and optionally on GREEN lens shall be tinted or shall use transparent film or materials with similar characteristics.

   Chromaticity - The measured coordinates of LED signal modules shall conform to the chromaticity requirements of Section 8.04 and Figure 1 of the VTCSH standard.

   Environment - The LED signal module shall be rated for use in the ambient operating temperature range, measured at the exposed rear of the module, of -40° C (-40° F) to +74°C (+165° F). The LED sign module shall be protected against dust and moisture intrusion per the requirements of NEMA Standard 250-1991, sections 4.7.2.1 and

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LED TRAFFIC SIGNAL HEAD

4.7.3.2, for Type 4 enclosures to protect all internal LED, electronic, and electrical components. The LED signal module lens shall be UV Stabilized.

Preassembly - The LED signal module shall be a single, self-contained device, not requiring on-site assembly for installation into an existing traffic signal housing. The power supply for the LED signal module may be either integral or packaged as a separate module. The power supply may be designed to fit and mount inside the traffic signal housing adjacent to the LED signal module. The assembly and manufacturing process for the LED signal assembly shall be designed to assure all internal LED and electronic components are adequately supported to withstand mechanical shock and vibration from high winds and other sources.

LED Drive Circuitry (parallel) - The individual LED light sources shall be wired so that a catastrophic failure of one LED light source will result in the loss of only that one LED light source, and the loss of no more than 1% of the total LED'S within the LED signal module.

Material Composition - Materials used for the lens and signal module construction shall conform to ASTM specification for the materials where applicable. Enclosures containing either the power supply or electronic components of the signal modules shall be made of UL94VO flame retardant materials. The lens of the signal module is excluded from this requirement.

Identification Markings - Each individual LED signal module shall be identified for warranty purposes. Each LED signal module shall be identified on the backside with the manufacturer's name and serial number. The following operating characteristics shall be identified: nominal operating voltage, power consumption, and Volt-Ampere. Modules shall have a prominent and permanent vertical indexing indicator, i.e. UP ARROW or the word UP or TOP, for correct indexing and orientation inside a signal housing. Modules conforming to this specification may have the following statement: "Manufactured in Conformance with the Interim Purchase Specification of the ITE for LED vehicle Traffic Signal Modules" on an attached label.

The first sentence of Subsection 706.02, Materials. (d) is deleted and the following substituted therefore:

The Contractor shall furnish and install the proper signs adjacent to signal heads controlling an exclusive left turn lane:

- Traffic Signal Head (3 Sec., 1-Way) (Red Arrow, Yellow Arrow, and Green Arrow) for protect only shall include a MUTCD R10-10 sign (30" x 36") (LEFT TURN SIGNAL).
- Traffic Signal Head (3 Sec., 1-Way) (Red Arrow, Yellow Arrow, and Flashing Yellow Arrow) for permitted only shall include a MUTCD R10-12a sign (30" x 36") (LEFT TURN YIELD ON FLASHING YELLOW ARROW).

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LED TRAFFIC SIGNAL HEAD

- Traffic Signal Head (4 Sec., 1-Way) (Red Arrow, Yellow Arrow, Flashing Yellow Arrow, and Green Arrow) for protected-permitted shall include a MUTCD R10-12a sign (30" x 36") (LEFT TURN YIELD ON FLASHING YELLOW ARROW).
- Traffic Signal Head (5 Sec., 1-Way) (Red Ball, Yellow Ball, Green Ball, Yellow Arrow, and Green Arrow) for protected-permitted shall include a MUTCD R10-12 sign (30" x 36") (LEFT TURN YIELD ON GREEN (symbolic green ball)).

The sign type, size, and layout for any additional signs shall be furnished and installed as shown in the plans. All signs shall comply with Section 723. Unless otherwise specified, the sheeting shall be by Type III or IV.

(E) Manufacturer's Warranty. The standard contract warranty shall apply with time extensions applied to materials. The contractor shall provide a written manufacturer's guarantee to the Agency (City, County or etc.) who provides electrical service and maintenance of the intersection. Warranty shall provide the following stipulations:

- Isolated Failures Warranty Period not less than 7 Years
- Design Failure Warranty Period not less than 5 Years

Warranty for isolated lens failure shall include replacement LED module at no cost for materials and shipping for a period of 7 years from the date the intersection is considered substantially complete by the engineer. An LED module shall be considered failed when the luminosity drops below the ITE requirements listed above.

A product "Design Failure" is considered to have occurred if, within a period of 5 years or less, a total of ten percent (10%) of the LED modules supplied on a particular Job are considered failed as described above. The supplier shall then "recall" the entire shipment at no cost to the agency maintaining the equipment. This shall include labor and equipment necessary to replace the units.

3. CONSTRUCTION REQUIREMENTS. Construction shall be in accordance with the standard specifications. No distinction is made for span-wire installations, post mount, mast arm mount, or other mounting methods as described on the plan sheet(s).

Whether complete head assembly is replaced, or existing head is retrofitted with new lenses, contractor shall be responsible for aligning head properly with approach lanes. This does not include relocating head and bracket but adjusting the alignment of the head to achieve maximum visibility to motorists.

4. METHOD OF MEASUREMENT. Units are bid as "3 Section", "4 Section" or "5 Section". A 3 Section unit consists of one each: Red Ball, Yellow Ball, and Green Ball or Red Arrow, Yellow Arrow, and Green Arrow or Red Arrow, Yellow Arrow, and Flashing Yellow Arrow. A 4 Section unit consists of one each: Red Ball, Yellow Ball, Green Ball, and Green Arrow or Red Arrow, Yellow Ball, Flashing Yellow Arrow, and Green Arrow. A 5 Section unit consists

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LED TRAFFIC SIGNAL HEAD

of one each: Red Ball, Yellow Ball, Green Ball, Yellow Arrow, and Green Arrow. No distinction shall be made in the unit based on the orientation of the arrow indications.

A. Traffic Signal Head, LED. Work completed and accepted and measured as provided above will be measured by unit.

B. Traffic Signal Head, LED Lens, Retrofit (Ret). Work completed and accepted and measured as provided above will be measured by unit.

5. BASIS OF PAYMENT.

A. LED Traffic Signal Head. Work completed and accepted and measured as provided above will be paid for at the contract unit price bid per each for Traffic Signal Head, LED of the type, display and size specified, which price shall be full compensation for furnishing and installing all materials and signs; and for all labor, equipment, tools, and incidentals necessary to complete the work.

B. LED Traffic Signal Lens Ret. Work completed and accepted and measured as provided above will be paid for at the contract unit price bid per each for Traffic Signal Head, LED Lens, Retrofit of the type, number of sections, color and display specified, which price shall be full compensation for removing existing unnecessary hardware and modifying existing housing; and for furnishing and installing all materials; and for all labor, equipment, tools, and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	**Pay Unit**
Traffic Signal Head, LED, (___Section, 1 Way)	Each
Traffic Signal Head, LED Lens, Retrofit (___Section, 1 Way)	Each

SPECIAL PROVISION #22

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MILLSAP / COLLEGE INTERSECTION IMPROVEMENT PROJECT

LED COUNTDOWN PEDESTRIAN SIGNAL HEAD

1. **DESCRIPTION.** This item shall consist of furnishing and installing Countdown Pedestrian Signal Heads and components based on Light Emitting Diode (LED) technology according to these specifications as well as **Section 707 Pedestrian Signal Head** of the Standard Specifications for Highway Construction, Edition of 2014, subject to approval of the engineer. The basic configuration consists of the "filled", symbolic single section design. Portions of the standard specifications will be superseded by these special provisions.

2. **MATERIALS.** The LED Countdown Pedestrian Signal Head shall consist of the following:

    - Eagle 16" Countdown Pedestrian Signal Head (LED)(Aluminum).

    (A) Physical and Mechanical. LED pedestrian signal modules designed shall not require special tools for installation. Retrofit replacement LED signal modules shall fit into existing pedestrian signal housings built to the VTCSH Standard without modification to the housing. Installation of a retrofit replacement LED signal module into an existing signal housing shall only require the removal of the existing optical unit components, i.e., lens, lamp, and gaskets; shall be weather tight and fit securely in the housing; and shall connect directly to existing electrical wiring utilizing spade connectors. It shall not be necessary to remove reflector or lamp module. Reflector and lamp module is not required where new housings are provided.

    The countdown feature will be displayed only during the flashing "Don't Walk" segment of the pedestrian phase. This feature should be able to restart at the correct part of the signal cycle after a power outage or a signal pre-emption has been activated.

    (B) Identification Markings - Each individual LED signal module shall be identified for warranty purposes. Each LED signal module shall be identified on the backside with the manufacturer's name and serial number. The following operating characteristics shall be identified: nominal operating voltage, power consumption, and Volt-Ampere. Modules shall have a prominent and permanent vertical indexing indicator, i.e. UP ARROW or the word UP or TOP, for correct indexing and orientation inside a signal housing. Modules conforming to this specification may have the following statement: "Manufactured in Conformance with the Interim Purchase Specification of the ITE for LED vehicle Pedestrian signal Modules" on an attached label.

    (C) Manufacturer's Warranty. The standard contract warranty shall apply with time extensions applied to materials. The contractor shall provide a written manufacturer's guarantee to the Agency (City, County or etc.) who provides electrical service and maintenance of the intersection. Warranty shall provide the following stipulations:

    - Isolated Failures Warranty Period not less than 7 Years
    - Design Failure Warranty Period not less than 5 Years

    Warranty for isolated lens failure shall include replacement LED module at no cost for materials and shipping for a period of 7 years from the date the intersection is considered substantially complete by the engineer. An LED module shall be considered failed when the luminosity drops below the ITE requirements listed above.

    A product "Design Failure" is considered to have occurred if, within a period of 5 years or less, a total of ten percent (10%) of the LED modules supplied on a particular Job are

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LED COUNTDOWN PEDESTRIAN SIGNAL HEAD

considered failed as described above. The supplier shall then "recall" the entire shipment at no cost to the agency maintaining the equipment. This shall include labor and equipment necessary to replace the units.

3. **CONSTRUCTION REQUIREMENTS.** Construction shall be in accordance with the standard specifications. No distinction is made for span-wire installations, post mount, mast arm mount, or other mounting methods as described on the plan sheet(s).

4. **METHOD OF MEASUREMENT.**

   A. **Eagle 16" Countdown Pedestrian Signal Head (LED) (Aluminum).** Work completed and accepted and measured as provided above will be measured by unit.

5. **BASIS OF PAYMENT.**

   A. **Eagle 16" Countdown Pedestrian Signal Head (LED) (Aluminum).** Work completed and accepted and measured as provided above will be paid for at the contract unit price bid as shown below, which price shall be full compensation for furnishing and installing all materials and signs; and for all labor, equipment, tools, and incidentals necessary to complete the work.

   Payment will be made under:

Pay Item	Pay Unit
Eagle 16" Countdown Pedestrian Signal Head (LED) (Aluminum)	EA

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JOB NO. 040943
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ELECTRICAL CONDUCTORS-IN-CONDUIT (TRAFFIC SIGNAL)

DESCRIPTION. This item consists of furnishing and installing electrical conductors from point to point as indicated on the plan sheets.

MATERIALS. The electrical conductors shall consist of cables of the gauge and number of conductors specified on the plan sheets and shall be USE rated (single conductor) or UF rated (two conductor) with cross-link polyethylene (XLP) insulation, 600-volt rating, and suitable for underground duct installation in wet or dry locations. Electrical conductors shall be UL Listed, and shall comply with ASTM B3, B8, B787, and UL Standard 854. Multiple single conductor cables shall not be twisted. Electrical conductors shall be solid or stranded copper unless otherwise approved by the Engineer.

Where specified "With Ground" (WG), included shall be a copper safety ground of either bare copper or green insulated; of not less than two sizes less than the load carrying conductors, whichever is greater.

Where specified "Equipment Ground Conductor" (E.G.C.), conductor shall be a copper safety ground of either bare copper or green insulated of the size and quantity shown.

CONSTRUCTION REQUIREMENTS. Splices are allowed at pole bases or as approved by the Engineer. Unless waterproof quick disconnects are used, splicing methods considered acceptable are: Soldered, compression connectors of proper size employing cyclic crimping devices, terminal strips, or other method approved by the Engineer. Splices on terminal strips shall utilize proper spade lugs. All splices shall be waterproof. When taping is required, the wire shall be covered with six (6) layers of plastic electrical tape and sealed with "Scotch-Coat" or other similar electrical sealing material. Where wire nuts are used, soldering, taping and sealing is still required. Electrical insulating putty may be used to round off sharp corners of wire or connectors before applying tape. Slack cable (3 ft. min.) shall remain at each splice location.

METHOD OF MEASUREMENT. Electrical Conductors-In-Conduit shall be measured by the linear foot. Multiple conductors shall be measured together, not measured singularly.

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 Electrical Conductors-In-Conduit of the type and size called for on the plans, which price shall be full compensation for furnishing materials, splicing, and connections and for all tools, equipment, labor, and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
Electrical Conductors-In-Conduit (_c/_ A.W.G.,_)	Linear Foot

SPECIAL PROVISION #24

JOB NO. 040943
MILLSAP / COLLEGE INTERSECTION IMPROVEMENT PROJECT

LED LUMINAIRE ASSEMBLY

1. **DESCRIPTION.** This work shall consist of furnishing and installing LED luminaire assemblies on traffic signal poles, including the accessories, in accordance with these specifications and at the locations shown on the plans or as directed.

2. **MATERIALS AND CONSTRUCTION REQUIREMENTS.**

   A. Luminaire. Each luminaire assembly shall consist of a Autobahn Series ATBM P40 LED Luminaire Assembly.

3. **METHOD OF MEASUREMENT.** Completed and accepted Autobahn Series ATBM P40 LED Luminaire Assembly will be measured by the unit.

4. **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 Autobahn Series ATBM P40 LED Luminaire Assembly, which price shall be full compensation for furnishing and installing the luminaires, lamps of the type described herein, driver, photocell, and all materials, equipment, tools, labor, and incidentals necessary to complete the work.

   Payment will be made under:

Pay Item	Pay Unit
Autobahn Series ATBM P40 LED Luminaire Assembly	EA

SPECIAL PROVISION #25

JOB NO. 040943
MILLSAP / COLLEGE INTERSECTION IMPROVEMENT PROJECT

SERVICE POINT ASSEMBLY
(TRAFFIC CONTROL DEVICES)

DESCRIPTION. This item consists of furnishing and installing a distribution panel, circuit breaker, lightning arrestor, weatherhead, clamps, wiring, ground rod, and miscellaneous fittings at locations designated on the plans and in accordance with the latest version of the National Electrical Code.

Lightning arrestor shall be SPD Type 2 (load side) per NEC and UL Code 1449.

All construction and wiring shall be in compliance with local electrical codes. The Contractor shall perform all necessary liaisons with local power companies in order to ascertain such specific requirements as the power company may apply to each location.

MATERIALS AND CONSTRUCTION REQUIREMENTS. Height of the service riser weatherhead shall be 20 feet or greater depending on street crossings or other obstructions, unless otherwise approved by the Engineer.

The required weatherhead, conduit nipples, couplings, clamps and other fittings exposed to the weather shall be hot dipped galvanized steel and shall be attached to the pole in such a manner as to facilitate the final steel conduit connecting weatherhead. Service disconnect, distribution cabinet and tie to underground circuits is paid for by Service Point Assembly. Galvanized steel conduit for riser shall be paid as a separate item.

The Contractor shall furnish and install service feeder wire from the distribution cabinet to the main breaker and from the main breaker past the weatherhead. Tie-in and splicing of the service feeder wire to the secondaries supplied by the local utility will be performed by others and shall not be considered a part of this contract. Grounding shall be as shown on the Standard Drawing SD-9 (Service Point).

Mounted at the service location shall be NEMA 3R enclosure(s), circuit breaker, distribution panel and main breaker of a design and model number suitable to the local power company and as approved by the Engineer. The circuit breaker shall be magnetic trip only and sized in accordance with the plans. If required, a meter base provided by the utility company shall be installed above the distribution panel. All enclosures and circuit breakers shall be rated for 240 V.A.C. or greater, unless otherwise designated on the plan sheets. A 30 amp breaker shall be provided.

Where lighting is included in the signal installation for intersection lighting, a 20 amp breaker shall be provided.

The Contractor shall submit to the Engineer two (2) printed copies of the applicable brochures containing the design criteria for the equipment which the Contractor proposes to install for approval. The specific items that are proposed for use shall be clearly marked in the applicable brochures. A list shall be attached to identify the item and contain the manufacturer, quantity,

SPECIAL PROVISION #25

JOB NO. 040943
MILLSAP / COLLEGE INTERSECTION IMPROVEMENT PROJECT

SERVICE POINT ASSEMBLY
(TRAFFIC CONTROL DEVICES)

model, and identifying descriptions of each item. The items to be submitted: load centers and enclosures, lightning arrestor, and all circuit breakers.

METHOD OF MEASUREMENT. Completed and accepted Service Point Assembly will be measured by the unit.

BASIS OF PAYMENT. Work completed and accepted and measured as provided above will be paid for at the contract unit price bid each for Service Point Assembly for the number of circuits specified, which price shall be full compensation for furnishing and installing a treated wood pole, enclosure(s), circuit breaker(s), main breaker, distribution panel, steel conduit, conduit fittings, wiring and ground rod; for testing the service point assembly; and for all materials, equipment, tools, labor, and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	**Pay Unit**
Service Point Assembly (____ Circuit(s))	Each

SPECIAL PROVISION #26

JOB NO. 040943
MILLSAP / COLLEGE INTERSECTION IMPROVEMENT PROJECT

REMOVAL OF TRAFFIC SIGNAL EQUIPMENT

DESCRIPTION. Under this item, the contractor shall remove traffic signal heads, traffic signal poles, traffic signal pole foundations, span wire assemblies, traffic controllers and all other existing signal equipment at locations shown on the plans or as ordered by the Engineer.

MATERIALS. The contractor shall provide all equipment and tools necessary to remove the signal equipment at locations shown on the plans or as designated by the Engineer.

CONSTRUCTION REQUIREMENTS. The contractor shall maintain the existing signal operations as much as possible throughout construction until the completion of the contract. Control of the intersection shall be by police officers, flagmen, or as determined by the Engineer at anytime that the signals are not in operation.

The contractor shall remove the traffic signal pole foundations and all appurtenances such as reinforcing steel, conduit, anchor bolts and cable to a depth of 18 inches below grade. The concrete foundations shall be broken up and the material disposed of outside of the limits of the project by the contractor. The contractor shall fill with earth all holes where concrete foundations or wooden span wire poles have been removed under this item. The earth in the hole shall be thoroughly compacted until it is as firm and unyielding as the surrounding material. Concrete or asphalt surfaces shall be restored to existing conditions.

All equipment shall remain the property of the City and the contractor shall notify the City 24 hours in advance of the removal. All unused traffic signal equipment shall be removed and returned to the city's Traffic Shop located at 1525 S. Happy Hollow Road, Fayetteville, AR 72701.

METHOD OF MEASUREMENT. Removal of traffic signal equipment will be measured by the lump sum.

BASIS OF PAYMENT. Work completed and accepted and measured as provided above will be paid for at the contract lump sum price bid for Removal of Traffic Signal Equipment, which price shall be full compensation for furnishing all materials, equipment, tools, labor, delivery of unused equipment to the city traffic shop and incidentals necessary to complete the work as described herein.

Payment will be made under:

Pay Item	Pay Unit
Removal of Traffic Signal Equipment	Lump Sum

SPECIAL PROVISION #27

JOB NO. 040943
MILLSAP / COLLEGE INTERSECTION IMPROVEMENT PROJECT

STREET NAME SIGN
(MAST ARM MOUNTED)

DESCRIPTION. This item consists of furnishing and installing a Street Name Sign mounted on a traffic signal mast arm at locations designated on the plan sheets or as directed by the Engineer. All construction and materials shall be in accordance with the Standard Specifications for Highway Construction, Edition of 2014, with applicable supplemental specifications.

MATERIALS AND CONSTRUCTION REQUIREMENTS. Contractor shall provide all mounting hardware, sign blank, sheeting, tools, equipment and labor necessary to complete the installation. Sign design and construction shall be as shown on the plan sheets or as directed by the Engineer.

METHOD OF MEASUREMENT. Completed and accepted Street Name Sign shall be measured by the unit.

BASIS OF PAYMENT. Work completed, accepted and measured as provided above will be paid at the contract unit price bid for Street Name Sign which price shall be full compensation for furnishing the sign, mounting hardware, equipment, tools, labor, and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
__” Street Name Sign	Each

SPECIAL PROVISION #28

JOB NO. 040943
MILLSAP / COLLEGE INTERSECTION IMPROVEMENT PROJECT

VIDEO DETECTOR ROTATION

DESCRIPTION. This item consists of rotating the existing video detectors to aim at new video zones at various locations as shown on the plans and directed by the Engineer.

MATERIALS. No additional materials should be needed for the rotation.

METHOD OF MEASUREMENT. Video detector rotation shall be measured by the unit.

BASIS OF PAYMENT. Work completed, accepted and measured as provided above will be paid for at the contract unit price bids for each video detector rotated; which price shall be full compensation for equipment tools, and labor and incidentals necessary to complete the work.

Payment will be made under:

Pay item	Pay Unit
Video Detector Rotation	Each

SPECIAL PROVISION #29

JOB NO. 040943
MILLSAP / COLLEGE INTERSECTION IMPROVEMENT PROJECT

ELECTRICAL CONDUCTORS FOR LUMINAIRES (TRAFFIC SIGNAL)

DESCRIPTION. This item consists of furnishing and installing electrical conductors as noted on the plans. This shall include conductors from the luminaire service point to the luminaire disconnect point and from the luminaire disconnect point to luminaires mounted on the traffic signal poles. Circuit breakers and weatherproof breaker boxes are considered subsidiary to "Electrical Conductors for Luminaires" and shall be provided and installed by the Contractor at the luminaire disconnect point.

MATERIALS. The electrical conductors shall consist of two conductor cables (#12 A.W.G.). Electrical conductors shall be stranded or solid copper UF rated 600-volt, suitable for underground duct installation in wet or dry locations. Electrical conductors shall comply to ASTM Specification B3, B-8 or B-787. The insulation shall be a color coded premium grade flame retardant PVC (polyvinyl chloride). The jacket shall be polyamide nylon. Circuit breakers shall be rated at 20 amps.

CONSTRUCTION REQUIREMENTS. The Contractor shall furnish and install a luminaire disconnect (20-amp circuit breaker assembly and weatherproof box) at the location designated on the plans that meets the requirements of the local utility company. The Contractor shall connect the circuit breaker assembly to the line side of the service point supplying the controller. Conductors for luminaires shall run directly from load side of luminaire disconnect to luminaires mounted on signal poles. Disconnect or trip of luminaire disconnect shall not effect power to controller. Luminaire disconnect shall be clearly labeled as "Street Light" circuit.

Splices are allowed at pole bases or as approved by the Engineer. Splicing methods considered acceptable are: Soldered, compression connectors of proper size employing cyclic crimping devices, terminal strips, or other method approved by the Engineer. Splices on terminal strips shall utilize proper spade lugs. All splices shall be waterproof. When taping is required, the wire shall be covered with six (6) layers of plastic electrical tape and sealed with "Scotch-Coat" or other similar electrical sealing material. Where wire nuts are used, soldering, taping and sealing is still required. Electrical insulating putty may be used to round off sharp corners of wire or connectors before applying tape. Slack cable (3 ft. min.) shall remain at each splice location or at end of luminaire arm when luminaire is not to be installed by contractor. Final connection of power from the local utility to the service point will be made by others.

METHOD OF MEASUREMENT. Electrical Conductors for Luminaires will be measured by the linear foot. Multiple conductors shall be measured together, not measured singularly.

SPECIAL PROVISION #29

JOB NO. 040943
MILLSAP / COLLEGE INTERSECTION IMPROVEMENT PROJECT

ELECTRICAL CONDUCTORS FOR LUMINAIRES (TRAFFIC SIGNAL)

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 Electrical Conductors for Luminaires of the type and size called for on the plans, which price shall be full compensation for furnishing materials, splicing and connections and for all tools, equipment, labor, and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
Electrical Conductors for Luminaires	Linear Foot

SPECIAL PROVISION #30

JOB NO. 040943
MILLSAP / COLLEGE INTERSECTION IMPROVEMENT PROJECT

RETROREFLECTIVE BACKPLATES

Section 706 Traffic Signal Head of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The ninth paragraph of **Subsection 706.02 Materials (c) Housing** is hereby deleted and the following substituted therefore:

> Visors and backplates for metal signal sections shall be made from 0.050" (1.25 mm) minimum thickness aluminum alloy sheet.
>
> - The minimum thickness of 0.050" does not include the retroreflective border.
> - Backplates shall not be flexible nor of the hinged design.
> - The backplate shall be louvered.
> - A louvered backplate shall include louvers with no louvers closer than 0.5" from the inner or 2.5" from the outer edge. Sides are defined on how the signal head is oriented in the plans.
> - The backplate shall have a 2" wide yellow (non-fluorescent) retroreflective sheeting border, placed flush with the outer edge of the backplate and placed no closer than 0.5" from all louvers. No sheeting is allowed over any louvered area.
> - Sheeting shall be applied in such a manner to provide wrinkle and bubble free surfaces. Application of sheeting shall be in accordance with this special provision otherwise will be cause for rejection of materials due to workmanship.
> - The sheeting shall be Type VIII, Type IX, or Type XI in accordance with ASTM D4956 or ASTM D4956-05 and listed on ARDOT's qualified product list.
> - All applicable brochures containing the design criteria for the retroreflective sheeting border shall be submitted by the Contractor for approval.
> - The sheeting shall be applied in the orientation for the maximum angularity according to the manufacturer's recommendations to project rectangular appearance at night.
> - All backplates types shall be securely attached to the signal-head as recommended by the manufacture's specifications and methods.

The tenth paragraph of **Subsection 706.02 Materials (c) Housing** is hereby deleted and the following substituted therefore:

> Visors and backplates for plastic signal faces shall be either formed from sheet plastic or assembled from one or more injection, rotational, or blow molded plastic sections with a minimum thickness of 0.10" (2.5 mm).
>
> - The minimum thickness of 0.10" does not include the retroreflective border.
> - Backplates shall not be flexible nor of the hinged design.
> - The backplate shall be non-louvered.

SPECIAL PROVISION #30

JOB NO. 040943
MILLSAP / COLLEGE INTERSECTION IMPROVEMENT PROJECT

RETROREFLECTIVE BACKPLATES

- The backplate shall have a 2” wide yellow (non-fluorescent) retroreflective sheeting border, placed flush with the outer edge of the backplate.
- The sheeting shall be Type VIII, Type IX, or Type XI in accordance with ASTM D4956 or ASTM D4956-05 and listed on ARDOT’s qualified product list.
- All applicable brochures containing the design criteria for the retroreflective sheeting border shall be submitted by the Contractor for approval.
- The sheeting shall be applied in the orientation for the maximum angularity according to the manufacturer’s recommendations to project rectangular appearance at night.
- All backplates types shall be securely attached to the signal-head as recommended by the manufacture’s specifications and methods.

SPECIAL PROVISION #31

JOB NO. 040943

MILLSAP / COLLEGE INTERSECTION IMPROVEMENT PROJECT

ACCESSIBLE PEDESTRIAN SIGNAL (APS)

1. **DESCRIPTION.** This item shall include furnishing and installing at locations shown on the plans or as directed, an Audible-Tactile Pedestrian Signal System and shall consist of all electronic control equipment, mounting hardware, and push button stations which are designed to provide both a push button with a raised vibrating tactile arrow on the button, along with a variety of audible indications for differing pedestrian signal functions. This work shall be done in accordance with this special provision, the "LED Countdown Pedestrian Signal Head" special provision, and the Standard Specifications for Highway Construction, Edition of 2014, **Section 707 Pedestrian Signal Head**.

2. **MATERIALS AND CONSTRUCTION.**

   A. **Accessible Pedestrian Signal (APS).** The Accessible Pedestrian Signal shall consist of

   B. **Central Control Unit (CCU) - The CCU is the power supply and control unit that provides power and data for the Push Button Stations.** The CCU shall consist of Polara iCCU-S2 (Intelligent Central Control Unit – Shelf Mount) Includes BIU Capability.

   C. **Pole Mounting Assembly -** This equipment is typically mounted on a pole near the start of a crossing. It is commonly referred to as the "Pedestrian Pushbutton Station" or "PBS"). The Pole Mounting Assembly shall consist of Polara iNS2 3TN0-B, 9x15 APS Pushbutton Station (Black).

      1. A push button extender shall be supplied and installed on traffic signal poles with mast arms and pedestrian signal poles that are 10 foot or taller. To ensure the push button orientation, height requirements are met, and that side reach from the edge of sidewalk is not more than 10 inches.
      2. The APS shall be installed in accordance with the manufacturer's recommendations.
      3. A field test of the APS shall be performed in the presence of the Engineer. If a unit fails to pass testing, the Contractor shall replace the unit to ensure a fully operational system at their expense.

   D. **Programming -** The APS shall be programmable and adjustable.

      1. Programming and adjustments shall be made using a laptop computer or smart device. No additional hardware or equipment shall be required. The system shall be fully compatible with the three latest versions of the Windows operating platform.
      2. Shall be password protected.

3. **METHOD OF MEASUREMENT.** Completed and accepted items will be measured as follows:

   A. **Polara iCCU-S2 (Intelligent Central Control Unit – Shelf Mount) Includes BIU Capability** will be measured by the unit.

SPECIAL PROVISION #31

JOB NO. 040943

MILLSAP / COLLEGE INTERSECTION IMPROVEMENT PROJECT

ACCESSIBLE PEDESTRIAN SIGNAL (APS)

B. Polara iNS2 3TN0-B, 9x15 APS Pushbutton Station (Black) will be measured by the unit.

4. **BASIS OF PAYMENT.** Work completed and accepted and measured as provided above will be paid for at the contract unit price bid as follows:

   A. Polara iCCU-S2 (Intelligent Central Control Unit – Shelf Mount) Includes BIU Capability - Price bid for Polara iCCU-S2 (Intelligent Central Control Unit – Shelf Mount) Includes BIU Capability and associated equipment specified, shall be full compensation for furnishing all equipment listed above; meeting all functional requirements listed above, for installing, programming, wiring, and testing the unit; and for all materials, equipment, tools, labor, and incidentals necessary to complete the work.

   B. Polara iNS2 3TN0-B, 9x15 APS Pushbutton Station (Black) - Price bid for Polara iNS2 3TN0-B, 9x15 APS Pushbutton Station (Black) shall be full compensation for furnishing the Pedestrian Pushbutton Station with all items including but not restricted to materials, equipment, tools, programming, software, labor, and incidentals necessary to complete the work.

   Payment shall be made under:

Pay Item	Pay Unit
Polara iCCU-S2 (Intelligent Central Control Unit – Shelf Mount) Includes BIU Capability	EA
Polara iNS2 3TN0-B, 9x15 APS Pushbutton Station (Black)	EA

SPECIAL PROVISION #32

JOB NO. 040943
MILLSAP / COLLEGE INTERSECTION IMPROVEMENT PROJECT

CABINET DRAWER ASSEMBLY

Section 701 Actuated Controller of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

Subsection 701.02 (d) (10) Wiring Diagrams and Controller Manual is hereby deleted and the following substituted therefore:

> Three copies of the Cabinet Wiring Diagram and one copy of the controller manual shall be supplied with each cabinet. One diagram and the manual shall be placed in the "Cabinet Drawer Assembly". The "Cabinet Drawer Assembly" shall be fabricated to the approximate dimensions shown on the plans. Included with the "Cabinet Drawer Assembly" will be all hardware necessary to fasten and install the Assembly to the underside of a cabinet shelf roughly at the midpoint of the Cabinet vertically. One diagram shall be delivered to the City or County before final inspection of the intersection. One diagram shall be given to the Engineer.
>
> The "Cabinet Drawer Assembly" shop drawing shall be included in the traffic equipment submittal.

SPECIAL PROVISION #33

JOB NO. 040943
MILLSAP / COLLEGE INTERSECTION IMPROVEMENT PROJECT

PREEMPTION SYSTEM

1. **DESCRIPTION.** This item consists of furnishing and installing a GPS Preemption System in the controller cabinet of the type called for, at each intersection, or as directed by the Engineer, and shall conform to the following specifications.

2. **MATERIALS.** The Preemption System shall be either the existing preemption that is being retained and reused or a Global Traffic Technologies Opticom GPS Preemption System and that includes, but is not limited to the following:

   - Mutlimode Phase Selector Model 764
   - Auxiliary Interface Panel Model 768
   - GPS Card Rack Model 1040
   - GPS Radio Unit Model 3100 containing a GPS receiver with antenna and a 2.4 GHz spread spectrum transceiver with antenna
   - GPS Installation Cable Model 1070

3. **CONSTRUCTION REQUIREMENTS.** Existing preemption system shall be installed per manufacturer's recommendations.

4. **METHOD OF MEASUREMENT.** Emergency Vehicle Preemption System Relocation will be measured by the unit

5. **BASIS OF PAYMENT.** When an existing Emergency Vehicle Preemption System already exists at an intersection that is being modified, all work associated with modifying that system for the new intersection configuration will be paid for at the contract unit price bid for Emergency Vehicle Preemption System Relocation. This shall be full compensation for furnishing all materials, fittings, brackets, clamps, equipment, tools, labor, and incidentals necessary to complete the work including but not limited to relocating the detectors, installing the system in the new controller cabinet and any cables or portions of the existing system that are not fit to be reused.

   Payment will be made under:

Pay Item	Pay Unit
Emergency Vehicle Preemption System Relocation	Each

SPECIAL PROVISIONS #34

JOB NO. 040943
MILLSAP / COLLEGE INTERSECTION IMPROVEMENT PROJECT

DIFFERING SITE CONDITIONS AND TEMPORARY SUSPENSIONS OF WORK

Arkansas Department of Transportation, Standard Specifications, 2014 Edition
Section 104.02(c) – Differing Site Conditions

During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and general recognized as inherent in the work provided for in the Contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

Upon written notification, the Engineer will investigate the conditions. If the Engineer determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment, excluding loss of anticipated profits, will be made and the Contract modified in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an adjustment of the Contract is warranted.

No Contract adjustment that results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

No Contract adjustment will be allowed under this clause for any effects caused on unchanged work.

Arkansas Department of Transportation, Standard Specifications, 2014 Edition
Section 108.05 – Temporary Suspension of Work

The Engineer will have the authority to suspend the work wholly or in part for such period or periods necessary, due to unsuitable weather or other conditions unfavorable for the suitable prosecution of the work. If it should become necessary to stop work for an indefinite period, the Contractor shall store all materials in such manner that they will not obstruct or impede the traveling public nor become damaged in any way, and shall take every reasonable precaution to prevent damage or deterioration of the work performed; provide suitable drainage of the roadway by opening ditches and shoulder drains; maintain the traveled way; erect temporary structures where directed; etc.

The Contractor shall not suspend the work nor remove any equipment or materials essential to the completion of the current phase of the project without the permission of the Engineer.

If the performance of all or any portion of the work is suspended or delayed by the Engineer in writing for a period of time not originally anticipated, customary, or inherent to the construction industry and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within ten (10) business days of the receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the Contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make an adjustment (excluding profit) and modify the Contract in writing accordingly. The Engineer will notify the Contractor of a determination whether or not an adjustment of the Contract is warranted.

No Contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.

No Contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term or condition of the Contract.

NOTE: As defined in Section 101.01(c) of the Department's Standard Specifications, the "Engineer" is defined as "The Chief Engineer of the Department, acting directly or through duly authorized representatives, who is responsible for engineering supervision of the construction." This role may vary in name and title by the agency utilizing this Special Provision. Additional definitions may also be found in Section 101.01(c).

SPECIAL PROVISION #35

JOB NO. 040943
MILLSAP / COLLEGE INTERSECTION IMPROVEMENT PROJECT

BUY AMERICA - CONSTRUCTION MATERIALS

Description: **Section 106, Control of Material**, of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The following is added as **Subsection 106.01(c) Construction Materials**

Buy America – Construction Materials. (1) General. The Bipartisan Infrastructure Law (BIL) was enacted on November 15, 2021 (BIL Build America, Buy America Act Publication L. No. 117-58). This provision expands the Buy America requirements beyond what was only required for steel and iron products. The steel and iron provisions have not changed with the new law. Buy America requirements are in effect only on Federal-Aid contracts and all construction materials shall be produced/manufactured in the United States. Items specifically excluded from this requirement are cement and cementitious materials; aggregates such as stone, sand, or gravel; aggregate binding agents or additives (including asphalt binders). All other materials permanently incorporated into the project will be subject to Buy America requirements.

(2) Definitions. A construction material includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cable);
- glass (including optic glass);
- lumber; or
- drywall.

Items manufactured through a combination of either two or more materials listed above, or at least one of the materials listed above and a material not listed shall be considered as a manufactured product, rather than as a construction material.

Build America, Buy America provisions specified for manufactured products in Section 70912(6)(B) of the Infrastructure Investment and Jobs Act (IIJA) do not apply to federal-aid construction projects per FHWA's existing statutory requirement applicable to manufactured products. A "manufactured product" is considered to be an item that undergoes one or more manufacturing processes before the item can be used on a construction project.

All construction materials shall be produced in the United States. This means all manufacturing processes to produce the construction materials shall occur in the United States. All manufacturing processes for construction materials shall mean the final manufacturing process and the immediately preceding manufacturing stage for the construction material.

(3) Compliance. The Contractor shall ensure that all manufacturing processes for each covered product comply with this Buy America Provision. Non-conforming products shall be replaced at no expense to the Department. It is the contractor's responsibility to assure all submittals required for Buy America are submitted to the Engineer prior to the products and or materials being incorporated into the project.

Buy America requirements do not apply to temporary elements not permanently incorporated into a project. This includes falsework, temporary sheet piling, detour bridges, temporary elements left in place at the contractor's convenience, unless the contract plans and specifications require steel or iron components or imply that the item be left in place, or items that are simply moved from one place to another within the same project. Buy America only applies to construction

SPECIAL PROVISION #35

JOB NO. 040943
MILLSAP / COLLEGE INTERSECTION IMPROVEMENT PROJECT

BUY AMERICA - CONSTRUCTION MATERIALS

materials that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, removed at or before completion of the project.

(4). Certification. The contractor shall provide a certification from the supplier for each construction material, stating that it meets the provisions of this specification or the Build America/Buy America act, prior to incorporating any construction material into the project. The supplier certifying may be the original manufacturer, fabricator, or vendor provided the supplier has sufficient control and knowledge of the manufacturing process to accept responsibility and certify full and complete conformance with the certification.

(5). Examples of Pay Items Affected. The following are items from the Standard Specifications that must meet the requirements of this specification. This list is provided for bidders' information and is not to be considered as all-inclusive as other items covered by the standard specifications, supplemental specifications, and special provisions may also fall under these requirements:

Non-Ferrous Metals	
Item	**Specification Section**
Aluminum Pipe Culverts	606
Aluminum Chain Link Fence	619
Aluminum Gates	619
Mailboxes	637
Electrical Conductors	700, 708
Ground Rods	701, 712, 714, 715
Loop Wiring	704
Feeder Wire	704
Traffic Signal Cable	708
Sign Supports	724, 730
Sign Panels	723, 725, 726, 727, 728
Video Cable	733
Metal Bridge Railing	806
Bridge Name Plates	812

Plastic/Polymer Based Products	
Item	**Specification Section**
Polyethylene Pipe Culverts	606
PVC Pipe Culverts	606
RC Pipe Culvert Gaskets	606
Drop Inlet Steps	609, 610, 640
ABS or Polyethylene Pipe for Underdrains	611
PVC Pipe for Underdrain Laterals	611
Filter Fabrics	611, 625, 629, 816
Geotextile Fabrics	625
Tactile Panels for Wheelchair Ramps	641
Non-Metallic Conduit (PE & PVC)	710
Sand Barrels/Lids for Impact Attenuation Barriers	731

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BUY AMERICA - CONSTRUCTION MATERIALS

Glass	
Item	**Specification Section**
Glass Beads (drop on application)	718, 719
Fiber Optic Cable	Job SP
Windows in Building Construction	Job SP

Lumber	
Item	**Specification Section**
Wood Guard Rail Posts	617, 639
Wood Block Outs for Guardrail	617,639
Wood Posts for Guard Cable	618
Fence Posts and Braces (Type A, B, C and D)	619
Mailbox Supports	637
Treated Wood Poles	716
Treated Lumber	817
Treated Bridge Timbers	817
Timber Piling	818
Framing Lumber, Plywood, Trim Lumber in Building Construction	Job SP

Drywall	
Item	**Specification Section**
Drywall in Building Construction	Job SP

SPECIAL PROVISION
JOB 040943

DOCUMENTATION OF PAYMENTS MADE TO DISADVANTAGED BUSINESS ENTERPRISES

Although this contract does not have a Disadvantaged Business Enterprise (DBE) Goal, in accordance with Subsection 103.08(a) of the Standard Specifications all payments made to DBE Contractors, suppliers, manufacturers, and/or non-construction service firms must be reported by the Prime Contractor.

As required by Subsection 103.08(h), the Prime Contractor must use the appropriate DBE Payment Log form included in this Special Provision during the progress of the Contract. Listed below are the instructions on when each form is required to be submitted.

- The Prime DBE Payment Log (page 3) must be submitted by the Prime Contractor when he/she is a certified DBE Contractor and work was performed by their own forces or money was earned by the DBE Prime Contractor for work performed by a Subcontractor during the estimate period.
- The DBE Subcontractor Payment Log (page 2) must be submitted by the Prime Contractor when a Subcontractor is a certified DBE Contractor and work was performed by a Subcontractor or money was earned by a Subcontractor for work performed by a Second-tier Subcontractor during the estimate period.
- The 2nd Tier DBE Payment Log (page 4) must be submitted by the Prime Contractor when a 2nd Tier Subcontractor is a certified DBE Contractor and work was performed by a 2nd Tier Subcontractor during the estimate period.
- The 2nd Tier DBE Payment Log (page 4) must be submitted by the Prime Contractor when payments are made to a Department Certified DBE supplier, manufacturer, and/or non-construction service firm by the Prime Contractor or any Subcontractor or 2nd Tier Subcontractor during the estimate period.

A separate DBE Payment Log form is required for each DBE firm receiving payments for work completed or services provided during each estimate period. The DBE Payment Log forms, along with instructions for their use, are available on the Department's website at:

http://ardot.gov/Construc/DBE_Log.xls

All certifications of payments must be received by the Resident Engineer within thirty-five (35) calendar days following the end of each estimate period. Facsimile or scanned copies of the completed original payment log forms are acceptable to fulfill this requirement.

Upon completion of the contract, a final certificate of payments to all DBE firms -- page 5 of this Special Provision -- is required by Subsection 103.08 (h). The final amount paid to each DBE firm shall match the total to date reported on the last DBE payment log submitted for each firm. If necessary, an additional DBE payment log shall be submitted with the certificate of payment itemizing all payments made to DBE firms since the last estimate period. A signed, original of the Final Certificate of Payment must be furnished to the Resident Engineer.

DBE Subcontractor Payment Log

Job Number _____ Prime Contractor _____

Estimate No. _____ DBE Subcontractor _____

Estimate Ending Date_____ Date Payment Made to DBE _____

Item Code*	Item Description	Subcontract Unit Price	2nd Tier Unit Price	Quantity	Value Earned By Subcontractor

* Item Codes for pay items are shown on the estimate voucher

Total This Estimate	
Retainage Withheld This Estimate	
Net Total This Estimate	
___% Retainage Previous Total	
Total To Date	

DBE Payment Log must be received within 35 calendar days of the ending date of the estimate.

The Prime Contractor certifies that the payment listed has been made to the DBE Subcontractor and that the documentation of this payment is available for inspection upon request.

Authorized Signature_____ Title _____

Typed or Printed Name_____ Date _____

Department Use Only

Received By _____ Date _____

Verified By _____ Date _____ RE Initials _____

Rev. 9-6-17

DBE Prime Contractor Payment Log

Job Number _____ DBE Prime Contractor _____

Estimate No. _____

Estimate Ending Date_____

Item Code*	Item Description	Contract Unit Price	Sub Unit Price	Quantity	Value Earned By DBE Prime

* Item Codes for pay items are shown on the estimate voucher

Total This Estimate	
Previous Total	
Total To Date	

DBE Payment Log must be received within 35 calendar days of the ending date of the estimate.

The Prime Contractor certifies that the information shown above is correct and represents the value earned by the DBE Prime Contractor during the above estimate period.

Authorized Signature_____ Title _____

Typed or Printed Name_____ Date _____

Department Use Only

Received By _____ Date _____

Verified By _____ Date _____ _____ RE Initials

Rev. 9-6-17

DBE 2nd Tier Payment Log

Job Number _____ Prime Contractor _____

Estimate No. _____ Subcontractor _____

Estimate Ending Date_____ DBE 2nd Tier Subcontractor _____

Date Payment Made to DBE _____

Item Code*	Item Description	2nd Tier Unit Price	Quantity	Value Earned by 2nd Tier

* Item Codes for pay items are shown on the estimate voucher

Total This Estimate	
Retainage Withheld This Estimate	
Net Total This Estimate	
Previous Total	
Total To Date	

DBE Payment Log must be received within 35 calendar days of the ending date of the estimate.

___% Retainage

The Prime Contractor certifies that the payment listed has been made to the DBE 2nd Tier Subcontractor and that the documentation of this payment is available for inspection upon request.

Authorized Signature_____ Title _____

Typed or Printed Name_____ Date _____

Department Use Only

Received By _____ Date _____

Verified By _____ Date _____ RE Initials _____

Rev. 9-6-17

CERTIFICATE OF PAYMENT

JOB _____ **F.A.P.** _____

JOB NAME _____

ORIGINAL CONTRACT AMOUNT $_____ **DBE GOAL $**_____*
(Contract Commitment)

DBE CONTRACT GOAL ___%

FINAL PAYMENT TO DBEs

The undersigned Contractor on the above mentioned project hereby certifies that the following amount(s) were paid to:

DBE Subcontractor(s)	Amount Paid
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
Total Paid to DBEs	$

Only payments related to work, services, or material actually provided by DBE firms should be shown. Payments under second tier subcontracts from DBE firms to non-DBE firms should not be included.
DBE prime Contractors should include the value of work performed by its own forces.

Contractor:			
Signature:			
Typed or Printed Name:			
Title:		Date:	

THIS "CERTIFICATE OF PAYMENT" IS TO BE SUBMITTED TO THE RESIDENT ENGINEER PRIOR TO PROJECT ACCEPTANCE.

* If goal not met, brief explanation: _____

_____

_____

_____

SPECIAL PROVISION #38

JOB NO. 040943
MILLSAP / COLLEGE INTERSECTION IMPROVEMENT PROJECT

PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

In accordance with the requirements of 2 CFR 200.216, equipment utilized on this project for telecommunications and video surveillance services or equipment shall not be produced by:

1) Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

2) Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Title VI CONTRACT PROVISIONS
APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

(a) Withholding of payments to the contractor under the contract until the contractor complies, and/or

(b) Cancelling, terminating or suspending a contract, in whole or in part.

(6) Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Revised: 5-11-16

TITLE VI CONTRACT PROVISIONS
APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non- discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and Ill of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681et seq).

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

> "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov*, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

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3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

FHWA-1273 SUPPLEMENTAL SPECIFICATION

EQUAL EMPLOYMENT OPPORTUNITY – NOTICE TO CONTRACTORS

Elsewhere in this contract are three Supplemental Specifications on Equal Employment Opportunity designated as PR-1273 Supplements. They are (1) Specific Equal Employment Opportunity Responsibilities (23 U.S.C. 140), (2) Equal Employment Opportunity – Goals and Timetables, and (3) Equal Employment Opportunity – Federal Standards. This notice is to clarify the responsibilities for review of compliance and enforcement for these separate supplemental specification requirements.

The first of the Supplemental Specifications cited above covers the requirements for the equal employment opportunity program under Title 23 for which the sponsor is responsible. The sponsor performs the necessary compliance review and enforcement of this supplemental Specification which is applicable to all contractors holding Federal-aid highway contracts.

The latter two Supplemental Specifications are for the specific equal opportunity requirements for Executive Order 11246 which is the sole responsibility of the Office of Federal Contract Compliance Programs (OFCCP), Department of Labor. Review and enforcement under these Supplemental Specifications is performed by OFCCP.

OFCCP has, under Paragraph 8 of the EEO Federal Standards Supplemental Specification, recognized the Arkansas AGC Heavy Highway Affirmative Action Plan as meeting the provisions of that Supplemental Specification and Supplemental Specification (2) cited above. With this recognition, those contractors signatory to the AGC Plan have been waived from individual review by OFCCP. However, OFCCP retains the right to review any such contractors whenever circumstances warrant. Also, contractors non-signatory to the AGC Plan are subject to OFCCP review under EO 11246.

AHTD and OFCCP have agreed to work towards eliminating duplicative reviews on individual contractors; however, each agency may make reviews at any time notwithstanding the cited agreement.

FHWA-1273 SUPPLEMENTAL SPECIFICATION

SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES (23 U.S.C. 140)

1. General.

a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 1137S are set forth in Required Contract Provisions (Form FHWA-1273 and Supplements) and these Special Provisions which are imposed pursuant to Section 140 of Title 23, U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions. The initial measure of the contractor's good faith efforts to comply with these Special Provisions shall be its efforts to meet the goals set forth in the 'Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)' for minority and female participation expressed in percentage terms for the contractor's work force in each trade on this project.

b. The contractor will work with the sponsor and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

c. The contractor and all his/her subcontractors holding subcontracts not including material suppliers, of $10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection I of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The contractor will include these requirements in every subcontract of $10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

2. Equal Employment Opportunity Policy.

The contractor will accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, age, disability, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program:

It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, disability, or national origin. Such action shall include: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training.

3. Equal Employment Opportunity Officer.

The contractor will designate and make known to the sponsor contracting officers an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

4. Dissemination of Policy.

a. All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

FHWA-1273 SUPPLEMENTAL SPECIFICATION

SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES
(23 U.S.C. 140)

(1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

(2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the contractor.

(3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the contractor's procedures for locating and hiring minority and female employees.

b. In order to make the contractor's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the contractor will take the following actions:

(1) Notices and posters setting forth the contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment, and potential employees.

(2) The contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

5. <u>Recruitment</u>

a. When advertising for employees, the contractor will include in all advertisements for employees the notation: 'An Equal Opportunity Employer.' All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

b. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority and female applicants, including, but not limited to, State employment agencies, schools. colleges, and minority group organizations. To meet this requirement, the contractor will, through his EEO Officer, identify sources of potential minority and female employees, and establish with such identified sources procedures whereby minority and female applicants may be referred to the contractor for employment consideration.

In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority and female applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In, addition, information and procedures with regard to referring minority and female applicants will be discussed with employees.

6. <u>Personnel Actions</u>.

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race,

FHWA-1273 SUPPLEMENTAL SPECIFICATION

SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES
(23 U.S.C. 140)

color, religion, sex, age, disability, or national origin. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

7. Training and Promotion.

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training, In the event the Optional Training Special Provision is provided under this contract, this subparagraph will be superseded by that Special Provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. Unions.

If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the union and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below,

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, age, disability, or national origin.

c. The contractor is to obtain information as to the referral practices and policies of the labor union, except that to the extent such information is within the exclusive ion of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the sponsor and shall set forth what efforts have been made to obtain such information.

FHWA-1273 SUPPLEMENTAL SPECIFICATION

SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES
(23 U.S.C. 140)

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, age, disability, or national origin, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the sponsor.

9. Subcontracting.

a. The contractor's attention is called to the Special Provision on Disadvantaged Business Enterprises in Federal-Aid Highway Construction.

b. The contractor will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. Records and Reports.

a. The contractor will keep such records as are necessary to determine compliance with the contractor's equal employment opportunity obligations. The records kept by the contractor will be designed to indicate:

(1) the number of minority and non-minority group members and women employed in each work classification on the project,

(2) the progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractors who rely in whole or in part on unions as a source of their work force),

(3) the progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and

(4) the progress and efforts being made in securing the services of Disadvantaged Business Enterprises or subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the sponsor and the Federal Highway Administration.

c. The contractors will submit an annual report to the State Highway agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. Ibis information is to be reported on Form PR 1391.

11. Corrective Action Plans.

The contractor understands that a designated representative of the sponsor will periodically review compliance by the contractor with all contractual provisions incorporated pursuant to Executive Order 11246, as amended, and Federal Highway Administration Equal Employment Opportunity Special Provisions implementing the Federal-Aid Highway Act of 1968, where applicable.

In the event that the designated representative of the sponsor finds that the contractor has failed to comply with any of the aforementioned contractual provisions, he will notify the contractor of this finding in writing A declaration of default will result in the suspension of all future payments. No declaration of default will be made if the sponsor and the contractor formally agree to enter into a corrective action plan setting out the specified steps and timetables the contractor will be contractually obligated to perform in order to re-establish his

FHWA-1273 SUPPLEMENTAL SPECIFICATION

SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES
(23 U.S.C. 140)

compliance. 'Ibis collective action plan, in order to be accepted by the sponsor, shall include the following mandatory enforcement language:

"If, at any time in the future, the Office of Federal Contract Compliance Programs or the Federal Highway Administration or the Arkansas State Highway Commission or their successor(s) believe that (name of contractor) has violated any portion of this agreement, (name of contractor) shall be promptly notified of the fact in writing. This notification shall include a statement of the facts and circumstances relied upon in forming that belief. In addition, the notification shall provide (name of contractor) with 15 days to respond in writing to the notification except where the Office of Federal Contract Compliance Programs, the Federal Highway Administration or the Arkansas State Highway Commission alleges that such delay would result in irreparable injury. It is understood that enforcement proceedings for violation of this agreement may be initiated at any time after the 15-day period has elapsed (or sooner if irreparable injury is alleged) without issuance of a show cause notice."

"It is recognized that where the Office of Federal Contract Compliance Programs and/or the Federal Highway Administration and/or the Arkansas State Highway Commission believes that (name of contractor) has breached this agreement, evidence regarding the entire scope of (name of contractor) alleged noncompliance from which this agreement resulted, in addition to evidence regarding (name of contractor) alleged violation of this agreement, may be introduced at the enforcement proceeding."

"Violation of this agreement may subject (name of contractor) to sanctions pursuant to the Arkansas State Highway Commission contract administration procedures. It is further recognized that liability for violation of this agreement may also subject (name of contractor) to sanctions set forth in Section 209 of Executive Order 11246, as amended, and/or appropriate relief."

The contractor will submit quarterly reports to the sponsor as a result of any deficiencies cited during an equal employment opportunity compliance review. The reports will indicate the affirmative action steps taken to correct the deficiencies. Instructions for submission of the reports will be furnished by the Equal Employment Opportunity Section.

FHWA-1273 SUPPLEMENTAL SPECIFICATION

EQUAL EMPLOYMENT OPPORTUNITY – GOALS & TIMETABLES

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The Bidder's attention is called to the 'Equal Opportunity Clause' and the 'Standard Federal Equal Employment Specifications' set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in covered area, are as follows:

MINORITIES

COUNTY

Arkansas	16.4%	Lee	26.5%
Ashley	16.4%	Lincoln	16.4%
Baxter	3.3%	Little River	19.7%
Benton	3.3%	Logan	6.6%
Boone	3.3%	Lonoke	16.4%
Bradley	16.4%	Madison	3.3%
Calhoun	16.4%	Marion	3.3%
Carroll	3.3%	Miller	19.7%
Chicot	16.4%	Mississippi	26.5%
Clark	16.4%	Monroe	16.4%
Clay	26.5%	Montgomery	16.4%
Cleburne	16.4%	Nevada	20.2%
Cleveland	16.4%	Newton	3.3%
Columbia	20.2%	Ouachita	16.4%
Conway	16.4%	Perry	16.4%
Craighead	26.5%	Phillips	26.5%
Crawford	5.6%	Pike	20.2%
Crittenden	32.3%	Poinsett	26.5%
Cross	26.5%	Polk	6.6%
Dallas	16.4%	Pope.	16.4%
Desha	16.4%	Prairie	16.4%
Drew	16.4%	Pulaski	15.7%
Faulkner	16.4%	Randolph	26.5%
Franklin	6.6%	Saline	15.7%
Fulton	16.4%	Scott	6.6%
Garland	16.4%	Searcy	3.3%
Grant	16.4%	Sebastian	5.6%
Greene	26.5%	Sevier	20.2%
Hempstead	20.2%	Sharp	16.4%
Hot Spring	16.4%	Stone	16.4%
Howard -	20.2%	St. Francis	26.5%
Independence	16.4%	Union	16.4%
Izard	16.4%	Van Buren	16.4%
Jackson	16.4%	Washington	3.3%
Jefferson	31.2%	White	16.4%
Johnson	16.4%	Woodruff	16.4%
Lafayette	20.2%	Yell	16.4%
Lawrence	26.5%		

FEMALES
Statewide – 6.9%

FHWA-1273 SUPPLEMENTAL SPECIFICATION

EQUAL EMPLOYMENT OPPORTUNITY – GOALS & TIMETABLES

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in the Notice, and in the contract resulting from this solicitation, the 'covered area' is as described in the Proposal Form for this project.

FHWA-1273 SUPPLEMENTAL SPECIFICATION

EQUAL EMPLOYMENT OPPORTUNITY – FEDERAL STANDARDS

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

i. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations and on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall Good Faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective

FHWA-1273 SUPPLEMENTAL SPECIFICATION

EQUAL EMPLOYMENT OPPORTUNITY – FEDERAL STANDARDS

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees before the start of work and then not less often than once every six months; and by posting the company EEO policy on bulletin

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EQUAL EMPLOYMENT OPPORTUNITY – FEDERAL STANDARDS

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
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(EXECUTIVE ORDER 11246)**

boards accessible to all employees at each location where construction work is performed.

g. Review the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site and then not less often than once every six months. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above describing the openings, screening procedures, and test to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from disadvantaged business enterprise construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the

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EQUAL EMPLOYMENT OPPORTUNITY – FEDERAL STANDARDS

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employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even thou-h the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, national origin, age or disability.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Employment Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee. helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

16. In addition to the reporting requirements set forth elsewhere in this contract, the contractor and the subcontractors holding subcontracts not including material suppliers, of $10,000 or more, shall submit for every month of July during which work is performed employment data as contained under Form PR-1391 (Appendix C to 23 CFR, Part 230), and in accordance with the instructions included thereon.

FHWA-1273 SUPPLEMENTAL SPECIFICATION

POSTERS AND NOTICES REQUIRED FOR FEDERAL-AID PROJECTS

	POSTER OR DOCUMENT REQUIRED	REQUIRED BY	WHERE TO OBTAIN
1.	Equal Employment Opportunity – Know Your Rights	U.S. Department of Labor (OFCCP)	ARDOT Resident Engineer
2.	Company EEO Policy (prepared by the Contractor on the Company's letterhead)	U. S. Department of Labor (OFCCP) *Union Contractors Only	Contractor to Prepare: a. EEO policy statement. b. Notice encouraging employees to refer minority and female applicants for employment. c. Notice informing employees of an available training program and the entrance requirements. d. Complaint procedures. e. Notice identifying company EEO officer by name, including address and telephone number where EEO officer can be located. f. Work environment statement. g. Certification of nonsegregated facilities. *h. Notice to unions disseminating EEO commitments and responsibilities and requesting their cooperation.
3.	Current Wage Rates (PR-1273 Supplement) or SS Revisions of PR-1273 for Off-System Projects	U. S. Department of Labor	Contained in contract. Extra copies may be obtained from Program Management - ARDOT

FHWA-1273 SUPPLEMENTAL SPECIFICATION

POSTERS AND NOTICES REQUIRED FOR FEDERAL-AID PROJECTS

	POSTER OR DOCUMENT REQUIRED	REQUIRED BY	WHERE TO OBTAIN
4.	"Employee Rights Under the Davis-Bacon Act" (WH 1321)	U. S. Department of Labor	ARDOT Resident Engineer
5.	"Employee Rights Under the Davis-Bacon Act" (WH 1321 SPA)	U. S. Department of Labor	ARDOT Resident Engineer
6.	Minimum Wage Rate (WH 1088)	U. S. Department of Labor	ARDOT Resident Engineer
7.	"NOTICE" Federal Aid Projects (PR-1022)	U. S. Department of Transportation (FHWA)	ARDOT Resident Engineer
8.	Job Safety and Health Protection OSHA 3165	U. S. Department of Labor (OSHA)	ARDOT Resident Engineer
9.	Job Safety and Health Protection OSHA 3167 SPA	U. S. Department of Labor (OSHA)	ARDOT Resident Engineer
10.	Emergency Phone Numbers of Doctors, Hospital and Ambulance near Job Site for referring injured employees.	U. S. Department of Labor (OSHA)	ARDOT Resident Engineer
11.	WCC Form AR-P Workers Compensation Notice and Instructions to Employers and Employees	State of Arkansas	Insurance Carrier
	Self-Insurer	State of Arkansas	Administrator - Self-Insured Group

FHWA-1273 SUPPLEMENTAL SPECIFICATION

POSTERS AND NOTICES REQUIRED FOR FEDERAL-AID PROJECTS

	POSTER OR DOCUMENT REQUIRED	REQUIRED BY	WHERE TO OBTAIN
12.	Log and Summary of Occupational Injuries and Illnesses (OSHA Form 300) The Summary portion must be posted from February 1 to April 30, of the year following the year covered by the form.	U. S. Department of Labor (OSHA) Public Law 91-596	ARDOT Resident Engineer
13.	Family and Medical Leave Act of 1993 (WH-1420) Employers who employ 50 or more employees for at least 20 workweeks in the current or preceding calendar year.	U. S. Department of Labor	ARDOT Resident Engineer
14.	Employee Polygraph Protection Act (WH-1462)	U. S. Department of Labor	ARDOT Resident Engineer
15.	Your Rights Under USERRA (The Uniformed Services Employment and Reemployment Rights Act)	U. S. Department of Labor	ARDOT Resident Engineer
16.	Arkansas Department of Labor Notice to Employer & Employee	Arkansas Department of Labor	ARDOT Resident Engineer
17.	Pay Transparency Nondiscrimination Provision	U. S. Department of Labor (OFCCP)	ARDOT Resident Engineer

SPONSOR

SUPPLEMENT TO PROPOSAL

ANTI-COLLUSION AND DEBARMENT CERTIFICATION

FAILURE TO EXECUTE AND SUBMIT THIS CERTIFICATION SHALL RENDER THIS BID NONRESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION.

As a condition precedent to the acceptance of the bidding document for this project, the bidder shall file this Affidavit executed by, or on behalf of the person, firm, association, or corporation submitting the bid. The original of this Affidavit shall be filed with the SPONSOR **at the time proposals are submitted**.

A F F I D A V I T

I hereby certify, under penalty of perjury under the laws of the United States and/or the State of Arkansas, that the bidder listed below has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid for this project, is not presently barred from bidding in any other jurisdiction as a result of any collusion or any other action in restraint of free competition, and that the foregoing is true and correct.

Further, that except as noted below, the bidder, or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal funds:

a. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;

b. has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;

c. does not have a proposed debarment pending; and

d. has not been indicted, convicted, or had an adverse civil judgment rendered by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

SPONSOR

SUPPLEMENT TO PROPOSAL

ANTI-COLLUSION AND DEBARMENT CERTIFICATION

FAILURE TO EXECUTE AND SUBMIT THIS CERTIFICATION SHALL RENDER THIS BID NONRESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION.

EXCEPTIONS:

APPLIED TO	INITIATING AGENCY	DATES OF ACTION

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

Job No. _____ _____
(Name of Bidder)

F.A.P. No. _____ _____
(Signature)

_____ _____
(Date Executed) (Title of Person Signing)

The following Notary Public certification is **OPTIONAL** and may or may not be completed at the contractor's discretion.

State of _____)
County of _____)ss.

_____, being duly sworn, deposes and says that he is

_____ of _____
(Title) (Name of Bidder)

and that the above statements are true and correct.

Subscribed and Sworn to before me this _____ day of _____, 20_____.
My commission expires:_____

_____
(Notary Public)

(NOTARY SEAL)

SPONSOR

SUPPLEMENT TO PROPOSAL

C E R T I F I C A T I O N

The prospective contractor certifies, by signing and submitting this proposal, to the best of his or her knowledge and belief, that:

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

2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal-Aid contract, the prospective contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Available from Arkansas State Highway and Transportation Department, Programs and Contracts Division).

This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code.

During the period of performance of this contract, the contractor and all lower tier subcontractors must file a Form-LLL at the end of each calendar year quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any previously filed disclosure form. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

The prospective contractor also agrees by submitting his or her proposal that he or she shall require that the language of this Certification be included in all lower tier subcontracts which exceed $100,000 and that all such subcontractors shall certify and disclose accordingly.

SPONSOR

SUPPLEMENT TO PROPOSAL

C E R T I F I C A T I O N

THIS CERTIFICATION SHALL BE COMPLETED BY THE BIDDER AS PART OF THIS PROPOSAL

The bidder _____, proposed subcontractor _____, hereby certifies that he has _____, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he has _____, has not _____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

(Currently, Standard Form 100 [EEO-1] is the only report required by the Executive Orders or their implementing regulations.)

JOB NO. _____ _____ (Company)

F.A.P. NO. _____ By: _____ (Signature)

_____ (Date Executed) _____ (Title of Person Signing)

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

"General Decision Number: AR20260173 01/02/2026

Superseded General Decision Number: AR20250173

State: Arkansas

Construction Type: Highway

County: Washington County in Arkansas.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/02/2026

SUAR2014-045 07/21/2014

	Rates	Fringes
CARPENTER, Includes Form Work	$ 15.40	0.00
CEMENT MASON/CONCRETE FINISHER	$ 15.33	0.00
ELECTRICIAN, Includes Traffic Signalization	$ 20.40	0.00
FENCE ERECTOR	$ 11.27	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine)	$ 13.25	0.00
HIGHWAY/PARKING LOT STRIPING: Painter	$ 21.75	0.00
INSTALLER - GUARDRAIL	$ 17.12	0.00
IRONWORKER, REINFORCING	$ 14.22	0.00
IRONWORKER, STRUCTURAL	$ 17.52	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 14.68	0.00
LABORER: Common or General	$ 13.17	0.00
LABORER: Mason Tender - Cement/Concrete	$ 14.77	0.00
LABORER: Pipelayer	$ 14.33	0.00
OPERATOR: Asphalt Spreader	$ 15.80	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 17.01	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 16.06	0.00
OPERATOR: Broom/Sweeper	$ 12.00	0.00
OPERATOR: Bulldozer	$ 17.08	0.00

OPERATOR: Crane.....$ 22.58 0.00

OPERATOR: Drill.....$ 14.85 0.00

OPERATOR: Grade Checker.....$ 16.36 0.00

OPERATOR: Grader/Blade.....$ 16.67 0.00

OPERATOR: Hydroseeder.....$ 10.79 0.00

OPERATOR: Loader.....$ 15.01 0.00

OPERATOR: Mechanic.....$ 20.28 0.00

OPERATOR: Milling Machine.....$ 16.77 0.00

OPERATOR: Oiler.....$ 19.29 0.00

OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....$ 19.95 0.00

OPERATOR: Post Driver (Guardrail/Fences).....$ 16.97 0.00

OPERATOR: Roller.....$ 15.46 0.00

OPERATOR: Scraper.....$ 16.50 0.00

OPERATOR: Screed.....$ 16.90 0.00

OPERATOR: Tractor.....$ 17.61 0.00

TRAFFIC CONTROL: Flagger.....$ 15.77 0.00

TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....$ 12.44 0.00

TRUCK DRIVER: Dump Truck.....$ 18.56 0.00

TRUCK DRIVER: Flatbed Truck.....$ 21.03 0.00

TRUCK DRIVER: Lowboy Truck.....$ 17.96 0.00

TRUCK DRIVER: Servicer.....$ 16.36 0.00

TRUCK DRIVER: Water Truck.....$ 14.73 0.00

TRUCK DRIVER: Semi/Trailer Truck.....$ 12.50 0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this

contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can

be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on
a wage determination matter
d) an initial conformance (additional classification
and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

Bid 26-37, Addendum 1

CITY OF FAYETTEVILLE ARKANSAS

Date: Friday, May 29, 2026

To: All Prospective Vendors

From: Kenny Fitch – 479.575.8258 – kfitch@fayetteville-ar.gov

RE: Bid 26-37, Construction – Millsap/College Intersection & Hemlock Improvements

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Interested parties should indicate their receipt of same in the appropriate blank of the Bid.

BIDDERS SHALL ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE BID FORM.

1. CLARIFICATIONS:
    a. Hemlock will be constructed and open prior to starting on Millsap in order to facilitate the maintenance of traffic.
    b. Due to lowering a portion of the road on the east side of College Ave, a section of waterline replacement is included in the project.
    c. A gravity block retaining wall is included in the project with a maximum height of 7'. This will require coordination with the block manufacturer.
    d. Easement and right of way acquisition has been completed.
    e. Utility relocation is ongoing in the area. Pending relocations include Cox Communications moving to new SWEPCO poles, Black Hills relocating a gas line, and AT&T lowering fiber duct. This will be coordinated during the construction of the roadway.
    f. Stormwater improvements will be included on Hemlock and Millsap (east of College). This will include new pipes, inlet structures, junctions, etc.
    g. Traffic control will be critical. The City anticipates one stage of construction for Hemlock, one stage for the eastern portion of Millsap, and two stages for the western portion of Millsap. Message boards are included in the bid and will be utilized throughout construction.
    h. The Bank of Oklahoma Financial site at the northeast corner of Front St and Millsap has plans for redevelopment. Existing buildings will be removed and new buildings will be constructed. The exact timing of the project is unknown at this time but could overlap with this project to some extent. The development plans have not yet been approved by the City.
    i. Coordination with ARDOT will be required. Most of the scope exists within the City's right of way, but the project is being funded by grants administered by ARDOT.
    j. The drainage scope for the Hemlock connection includes a drainage swale with landscape rock to convey runoff around the existing University of Arkansas Maintenance Building.
    k. The pavement section for Hemlock is concrete due to steep grades.

Telecommunications Device for the Deaf TDD (479) 521-1316 113 West Mountain - Fayetteville, AR 72701

l. The Table of Contents from the Project Manual has been updated and reissued as an attachment to this addendum to include Special Provision #21 (SP #21) – Relocation of Traffic Signal Head.

m. Plan sheets C-500 and C-505 have been revised and included as an attachment to this addendum to reflect the changes made to the item descriptions and quantities.

2. QUESTIONS:

a. Could a line item be added for Traffic Signal Pedestal Poles?

- Line item 3.80 has been updated. See the description of the change in the Line Item section below.

b. The is a line item for a 40' traffic signal pole and mast arm, but all the arms appear to be 42' according to the plans. Also, the line item for the 42' mast arm structures has a quantity of 2 each. Can you provide clarification?

- The line item for the 40' traffic signal pole and mast arm was incorrect. All arms shall be 42'. The line items and quantities have been updated to reflect the correct items and quantities. See the description of the change in the Line Item section below.

c. Could a line item be added for traffic signal head relocation?

- Yes, a line item for this has been added. See the description of the change in the Line Item section below. Additionally, Special Provision 21 (SP #21) has been reissued as an attachment to this addendum to provide more detailed information for this line item.

3. LINE ITEMS:

a. 3.80) Traffic Signal Pedestal Pole with Foundation (ARDOT SS & 711): This line item description has been updated from "Traffic Signal Mast Arm and Pole with Foundation (40') and the quantity has been updated from 1EA to 6EA.

b. 3.81) Traffic Signal Mast Arm and Pole Foundation (42') (ARDOT SS & 711): This line item quantity has been updated from 2EA to 3EA.

c. 3.92) Relocation of Traffic Signal Head (SP #21): This line item has been added with a quantity of 1EA.

4. ATTACHMENTS:

a. Attachment A: Pre-Bid Meeting Sign-In Sheet

b. Attachment B: Revised Table of Contents

c. Attachment C: Revised Special Provision #21 (SP #21)

d. Attachment D: Revised Plan Sheets C-500 and C-505

Attachment A: Pre-Bid Meeting Sign-In Sheet

CITY OF FAYETTEVILLE ARKANSAS

City of Fayetteville, Arkansas

Attendance Sheet

(BID)/RFP/RFQ #: 26-37

Description: CONSTRUCTION - MILLSAP/COLLEGE INTERSECTION & MILLSAP IMPROVEMENTS

Function (circle one): Bid Opening, Selection Committee Meeting, Pre-Bid, Interview

Date: 5/27/26 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	Trevel Young	CoF	Proc Agent	575-8289	tyoung@
3	WILLIAM PATTENGILL	BURNS & McDONNELL	SR CIVIL ENG	479-936-1833	WPATTENGILL
4	PAUL LIBERTINI	COF	STAFF ENG	479-531-9796	PLIBERTINI@FAY...
5	LUIS Malo	ELLIOT	G. Foreman	405 563 6154	lmalo@dhec.com.
6	JONATHAN ELY	BURNS + McDONNELL	PROJ. MGR.	479-866-4022	jmely@burnsmcd.com
7	Charlie Miller	Sweetser	Estimator	479-443-3076	CMARIC@SWEETSERCONSTRUCTION.COM
8					
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18					

Meeting Notes, Decision, Description of Handouts, etc:

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MILLSAP RD./COLLEGE AVE. INTERS. IMPVTS. & N. HEMLOCK AVE. IMPVTS.

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TECHNICAL SPECIFICATIONS

CITY OF FAYETTEVILLE STANDARD SPECIFICATIONS FOR STREET AND DRAINAGE CONSTRUCTION

CITY OF FAYETTEVILLE STANDARD SPECIFICATIONS FOR DESIGN AND CONSTRUCTION OF WATER LINES AND SEWER LINES, 2022 EDITION

ARKANSAS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2014 EDITION *(REFERENCE ONLY. GO TO https://ardot.gov/divisions/construction/standard-specifications/ FOR FULL DOCUMENTS)*

ERRATA FOR THE 2014 ARKANSAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2014 EDITION *(REFERENCE ONLY. GO TO https://ardot.gov/divisions/construction/standard-specifications/ FOR FULL DOCUMENTS)*

SPECIAL PROVISIONS

SP #1 COORDINATION OF WORK
SP #2 TRENCH AND EXCAVATION SAFETY SYSTEMS
SP #3 STORM WATER POLLUTION PREVENTION PLAN
SP #4 MAINTENANCE OF TRAFFIC
SP #5 SHORING FOR CULVERTS
SP #6 DRAINAGE STRUCTURE BACK OPENING
SP #7 CONCRETE FLUME
SP #8 SELECT PIPE BACKFILL (CLASS 67)
SP #9 PEDESTRIAN REFUGE ISLANDS
SP #10 GRAVITY BLOCK RETAINING WALL
SP #11 REMOVE AND REPLACE TREES
SP #12 IRRIGATION SYSTEM ADJUSTMENT
SP #13 LANDSCAPE ROCK DRAINAGE SWALE
SP #14 SCOUR TRANSITION MAT
SP #15 P.C.C. PAVEMENT (6" UNIFORM THICKNESS), INCLUDING MONLITHIC CURB (TYPE A)
SP #16 U OF A PROPERTY CONSTRUCTION
SP #17 McCAIN ATC eX2 NEMA CONTROLLER TS2-TYPE 2
SP #18 HYBRID VIDEO/RADAR DETECTION SYSTEM
SP #19 EMERGENCY BATTERY BACKUP SYSTEM INSTALLATION
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SP #21 RELOCATION OF TRAFFIC SIGNAL HEAD
SP #22 LED COUNTDOWN PEDESTRIAN SIGNAL HEAD
SP #23 ELECTRICAL CONDUCTORS-IN-CONDUIT (TRAFFIC SIGNAL)
SP #24 LED LUMINAIRE ASSEMBLY
SP #25 SERVICE POINT ASSEMBLY (TRAFFIC CONTROL DEVICES)
SP #26 REMOVAL OF TRAFFIC SIGNAL EQUIPMENT
SP #27 STREET NAME SIGN (MAST ARM MOUNTED)
SP #28 VIDEO DETECTOR ROTATION
SP #29 ELECTRICAL CONDUCTORS FOR LUMINAIRES (TRAFFIC SIGNAL)
SP #30 RETROREFLECTIVE BACKPLATES
SP #31 ACCESSIBLE PEDESTRIAN SIGNAL (APS)
SP #32 CABINET DRAWER ASSEMBLY

SP #33 PREEMPTION SYSTEM
SP #34 DIFFERING SITE CONDITIONS AND TEMPORARY SUSPENSIONS OF WORK
SP #35 BUY AMERICA – CONSTRUCTION MATERIALS
SP #36 DOCUMENTATION OF PAYMENTS MADE TO DBE
SP #37 NOT USED
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ARDOT/FHWA SPECIAL PROVISIONS

- TITLE VI CONTRACT PROVISIONS, APPENDIX A
- TITLE VI CONTRACT PROVISIONS, APPENDIX E
- FHWA-1273 – REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS
- FHWA-1273 SUPPLEMENTAL SPECIFICATION, EQUAL EMPLOYMENT OPPORTUNITY – NOTICE TO CONTRACTORS
- FHWA-1273 SUPPLEMENTAL SPECIFICATION, SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES
- FHWA-1273 SUPPLEMENT SPECIFICATION, EQUAL EMPLOYMENT OPPORTUNITY – GOALS & TIMETABLES
- FHWA-1273 SUPPLEMENTAL SPECIFICATION, EQUAL EMPLOYMENT OPPORTUNITY – FEDERAL STANDARDS
- FHWA-1273 SUPPLEMENTAL SPECIFICATION, POSTERS AND NOTICES REQUIRED FOR FEDERAL-AID PROJECTS
- SUPPLEMENT TO PROPOSAL – ANTI-COLLUSION AND DEBARMENT CERTIFICATION
- SUPPLEMENT TO PROPOSAL – CERTIFICATION
- MINIMUM WAGE RATE REQUIREMENTS – WASHINGTON COUNTY

END OF DOCUMENT 00010

SPECIAL PROVISION #21

JOB NO. 040943
MILLSAP / COLLEGE INTERSECTION IMPROVEMENT PROJECT

RELOCATION OF TRAFFIC SIGNAL HEAD

DESCRIPTION. This item consists of removing and reinstalling a mast arm pole mounted signal head as shown in the plans or as directed by the Engineer.

MATERIALS. Contractor shall be paid the unit price bid for furnishing and installing signal cable necessary for relocation of the designated signal head.

CONSTRUCTION REQUIREMENTS. Contractor shall be allowed to splice signal cable inside pole bases. A separate multiple conductor traffic signal cable shall be installed from the pole base to each signal head on the pole unless otherwise directed.

METHOD OF MEASUREMENT. Signal head relocation shall be measured by the unit.

BASIS OF PAYMENT. Work completed, accepted and measured as provided above will be paid for at the contract unit price bid for each signal head removed and reinstalled; which price shall be full compensation for furnishing equipment, tools, labor and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
Relocation of Traffic Signal Head	Each

SUMMARY OF TRAFFIC SIGNAL QUANTITIES

ITEM	QUANTITY	UNIT
McCAIN ATC eX2 NEMA CONTROLLER TS2-TYPE 2 (SP #17 & ARDOT 701)	1	EACH
SHIREEN ITEM #DC-1021, CAT 5E VIDEO CABLE OR EQUAL (SHIELDED) (SP #18)	1045	LIN. FT.
EMERGENCY VEHICLE PREEMPTION SYSTEM RELOCATION (SP #33)	2	EACH
TESCO CLASS 22 BBS (BATTERY BACKUP SYSTEM) (SP #19)	1	EACH
TRAFFIC SIGNAL HEAD, LED, (3 SECTION, 1 WAY) (SP #20 & ARDOT 706)	9	EACH
TRAFFIC SIGNAL HEAD, LED, (4 SECTION, 1 WAY) (SP #20 & ARDOT 706)	3	EACH
POLARA iCCU-S2 (INTELLIGENT CENTRAL CONTROL UNIT - SHELF MOUNT) INCLUDES BIU CAPABILITY (SP #31 & ARDOT 707)	1	EACH
POLARA iNS2 3TN0-B, 9x15 APS PUSHBUTTON STATION (BLACK) (SP #31 & ARDOT 707)	8	EACH
EAGLE 16" COUNTDOWN PEDESTRIAN SIGNAL HEAD (LED) (ALUMINUM) (SP #22 & ARDOT 707)	8	EACH
TRAFFIC SIGNAL CABLE (5C/12 A.W.G.) (ARDOT 708)	1460	LIN. FT.
TRAFFIC SIGNAL CABLE (5C/14 A.W.G.) (ARDOT 708)	1600	LIN. FT.
TRAFFIC SIGNAL CABLE (7C/14 A.W.G.) (ARDOT 708)	260	LIN. FT.
TRAFFIC SIGNAL CABLE (20C/14 A.W.G.) (ARDOT 708)	800	LIN. FT.
ELECTRICAL CONDUCTORS-IN-CONDUIT (1C/8 A.W.G., E.G.C.) (SP #23)	940	LIN. FT.
ELECTRICAL CONDUCTORS-IN-CONDUIT (1C/12 A.W.G., E.G.C.) (SP #23)	220	LIN. FT.
ELECTRICAL CONDUCTORS-IN-CONDUIT (2C/6 A.W.G.) (SP #23)	220	LIN. FT.
ELECTRICAL CONDUCTORS FOR LUMINAIRES (SP #29)	805	LIN. FT.
GALVANIZED STEEL CONDUIT (2") (ARDOT 709)	20	LIN. FT.
NON-METALLIC CONDUIT (2") (ARDOT 710)	295	LIN. FT.
NON-METALLIC CONDUIT (3") (ARDOT 710)	600	LIN. FT.
CONCRETE PULL BOX (TYPE 2) (ARDOT SS & 711)	5	EACH
CONCRETE PULL BOX (TYPE 3) (ARDOT SS & 711)	1	EACH
CONCRETE PULL BOX (TYPE 2 HD) (ARDOT SS & 711)	2	EACH
CONCRETE PULL BOX (TYPE 3 HD) (ARDOT SS & 711)	1	EACH
TRAFFIC SIGNAL PEDESTAL POLE WITH FOUNDATION (ARDOT SS & 715)	3	EACH
TRAFFIC SIGNAL MAST ARM AND POLE WITH FOUNDATION (42') (ARDOT SS & 714)	4	EACH
AUTOBAHN SERIES ATBM P40 LED LUMINAIRE ASSEMBLY (SP #24)	6	EACH
SERVICE POINT ASSEMBLY (2 CIRCUITS) (SP #25)	1	EACH
REMOVAL OF TRAFFIC SIGNAL EQUIPMENT (SP #26)	1	LUMP SUM
18" STREET NAME SIGN (SP #27)	4	EACH
VIDEO DETECTOR RELOCATION (ARDOT 733)	2	EACH
VIDEO DETECTOR ROTATION (SP #28)	2	EACH
ITERIS VANTAGE NEXT VIDEO DETECTOR (SP #18 & ARDOT 733)	2	EACH
ITERIS VANTAGE VECTOR HYBRID DETECTOR (SP #18 & ARDOT 733)	2	EACH
INVID TECH, IMHD-10, HDMI VIDEO MONITOR (SP #18 & ARDOT 733)	1	EACH
ITERIS VANTAGE NEXT SHELF-MOUNT CCU (SP #18 & ARDOT 733)	1	EACH
RELOCATION OF TRAFFIC SIGNAL HEAD (SP #21)	1	EACH

1

Scale For Microfilming
Millimeters
Inches

no.	date	by	ckd	description
00	04-24-26	TRN	JME	ISSUED FOR BID
01	05-28-26	EMW	JME	REVISION 1

ISSUED FOR BID

BURNS McDONNELL
6576 LYNCH'S PRAIRIE COVE, STE B
SPRINGDALE, AR 72762

date	detailed
5/28/26	NMF
designed	checked
BJC	RWC

CITY OF FAYETTEVILLE
MILLSAP/COLLEGE
INTERSECTION IMPROVEMENTS

SUMMARY OF TRAFFIC
SIGNAL QUANTITIES
SIGNAL PLANS - 1

project	contract
136268	040943
drawing	rev.
C-500	01

sheet 20 of 64 sheets
file 136268_TRF.dwg

STAGE 1 TRAFFIC SIGNAL QUANTITIES

ITEM	QUANTITY	UNIT
McCAIN ATC eX2 NEMA CONTROLLER TS2-TYPE 2 (SP #17 & ARDOT 701)	1	EACH
SHIREEN ITEM #DC-1021, CAT 5E VIDEO CABLE OR EQUAL (SHIELDED) (SP #18)	980	LIN. FT.
EMERGENCY VEHICLE PREEMPTION SYSTEM RELOCATION (SP #33)	1	EACH
TESCO CLASS 22 BBS (BATTERY BACKUP SYSTEM) (SP #19)	1	EACH
TRAFFIC SIGNAL HEAD, LED, (3 SECTION, 1 WAY) (SP #20 & ARDOT 706)	5	EACH
TRAFFIC SIGNAL HEAD, LED, (4 SECTION, 1 WAY) (SP #20 & ARDOT 706)	2	EACH
POLARA iCCU-S2 (INTELLIGENT CENTRAL CONTROL UNIT - SHELF MOUNT) INCLUDES BIU CAPABILITY (SP #31 & ARDOT 707)	1	EACH
POLARA iNS2 3TN0-B, 9x15 APS PUSHBUTTON STATION (BLACK) (SP #31 & ARDOT 707)	6	EACH
EAGLE 16" COUNTDOWN PEDESTRIAN SIGNAL HEAD (LED) (ALUMINUM) (SP #22 & ARDOT 707)	6	EACH
TRAFFIC SIGNAL CABLE (5C/12 A.W.G.) (ARDOT 708)	1460	LIN. FT.
TRAFFIC SIGNAL CABLE (5C/14 A.W.G.) (ARDOT 708)	1315	LIN. FT.
TRAFFIC SIGNAL CABLE (7C/14 A.W.G.) (ARDOT 708)	175	LIN. FT.
TRAFFIC SIGNAL CABLE (20C/14 A.W.G.) (ARDOT 708)	800	LIN. FT.
ELECTRICAL CONDUCTORS-IN-CONDUIT (1C/8 A.W.G., E.G.C.) (SP #23)	880	LIN. FT.
ELECTRICAL CONDUCTORS-IN-CONDUIT (1C/12 A.W.G., E.G.C.) (SP #23)	220	LIN. FT.
ELECTRICAL CONDUCTORS-IN-CONDUIT (2C/6 A.W.G.) (SP #23)	220	LIN. FT.
ELECTRICAL CONDUCTORS FOR LUMINAIRES (SP #29)	805	LIN. FT.
GALVANIZED STEEL CONDUIT (2") (ARDOT 709)	20	LIN. FT.
NON-METALLIC CONDUIT (2") (ARDOT 710)	265	LIN. FT.
NON-METALLIC CONDUIT (3") (ARDOT 710)	590	LIN. FT.
CONCRETE PULL BOX (TYPE 2) (ARDOT SS & 711)	4	EACH
CONCRETE PULL BOX (TYPE 3) (ARDOT SS & 711)	1	EACH
CONCRETE PULL BOX (TYPE 2 HD) (ARDOT SS & 711)	2	EACH
CONCRETE PULL BOX (TYPE 3 HD) (ARDOT SS & 711)	1	EACH
TRAFFIC SIGNAL MAST ARM AND POLE WITH FOUNDATION (42') (ARDOT SS & 714)	2	EACH
AUTOBAHN SERIES ATBM P40 LED LUMINAIRE ASSEMBLY (SP #24)	3	EACH
TRAFFIC SIGNAL PEDESTAL POLE WITH FOUNDATION (ARDOT SS & 715)	5	EACH
SERVICE POINT ASSEMBLY (2 CIRCUITS) (SP #25)	1	EACH
REMOVAL OF TRAFFIC SIGNAL EQUIPMENT (SP #26)	0.67	LUMP SUM
18" STREET NAME SIGN (SP #27)	4	EACH
ITERIS VANTAGE NEXT VIDEO DETECTOR (SP #18 & ARDOT 733)	2	EACH
ITERIS VANTAGE VECTOR HYBRID DETECTOR (SP #18 & ARDOT 733)	2	EACH
INVID TECH, IMHD-10, HDMI VIDEO MONITOR (SP #18 & ARDOT 733)	1	EACH
ITERIS VANTAGE NEXT SHELF-MOUNT CCU (SP #18 & ARDOT 733)	1	EACH

STAGE 1
INSTALL PERMANENT POLES A, B, E, F, G, J, & K AND ALL SUPPORTING TRAFFIC EQUIPMENT ALONG WITH DETECTORS V1 AND V3, PERMANENT SIGNAL HEADS 1, 2, 3, 6, 11, 13 AND TEMPORARY SIGNAL HEAD 22. ALIGN SIGNAL HEADS 11, 12, AND 13 AND BAG UNTIL WESTBOUND TRAFFIC IS OPENED IN STAGE 2. INSTALL PEDESTRIAN SIGNAL HEADS 14, 15, 16, 17, 18, & 21, AND BAG EXISTING SIGNAL HEAD 23 UNTIL WESTBOUND TRAFFIC IS OPENED IN STAGE 2. BAG PEDESTRIAN SIGNAL HEADS DURING CONSTRUCTION. RUN NEW CABLE AND CONDUIT TO EXISTING POLES D AND C. REMOVE EXISTING VIDEO DETECTORS AND INSTALL NEW DETECTORS V2 AND V4. MAINTAIN AND REUSE THE EXISTING EMERGENCY PREEMPTION SYSTEM. ONCE ALL NEW TRAFFIC EQUIPMENT IS INSTALLED, SWITCH INTERSECTION TO THE NEW CONTROLLER. AFTER NEW TRAFFIC EQUIPMENT IS IN OPERATION, REMOVE EXISTING POLES L AND M. ONCE NEW TRAFFIC SIGNAL EQUIPMENT IS IN PLACE, ALL UNUSED TRAFFIC SIGNAL EQUIPMENT SHALL BE REMOVED AND RETURNED TO THE CITY'S TRAFFIC SHOP LOCATED AT 1525 S. HAPPY HOLLOW ROAD, FAYETTEVILLE, AR 72701.
MAINTAIN THIS TRAFFIC SIGNAL CONFIGURATION AS SHOWN ON THE STAGE 1 TRAFFIC SIGNAL PLANS.
(REFER TO MAINTENANCE OF TRAFFIC DETAILS.)

STAGE 2 TRAFFIC SIGNAL QUANTITIES

ITEM	QUANTITY	UNIT

STAGE 2
NO NEW NEW SIGNAL EQUIPMENT THIS STAGE. UNBAG SIGNAL HEADS 11, 12, 13 AND 23.
MAINTAIN THIS TRAFFIC SIGNAL CONFIGURATION AS SHOWN ON THE STAGE 2 TRAFFIC SIGNAL PLANS.
(REFER TO MAINTENANCE OF TRAFFIC DETAILS.)

STAGE 3 TRAFFIC SIGNAL QUANTITIES

ITEM	QUANTITY	UNIT
SHIREEN ITEM #DC-1021, CAT 5E VIDEO CABLE OR EQUAL (SHIELDED) (SP #18)	65	LIN. FT.
EMERGENCY VEHICLE PREEMPTION SYSTEM RELOCATION (SP #33)	1	EACH
TRAFFIC SIGNAL HEAD, LED, (3 SECTION, 1 WAY) (SP #20 & ARDOT 706)	3	EACH
TRAFFIC SIGNAL HEAD, LED, (4 SECTION, 1 WAY) (SP #20 & ARDOT 706)	1	EACH
RELOCATION OF TRAFFIC SIGNAL HEAD (SP #21)	1	EACH
POLARA iNS2 3TN0-B, 9x15 APS PUSHBUTTON STATION (BLACK) (SP #31 & ARDOT 707)	2	EACH
EAGLE 16" COUNTDOWN PEDESTRIAN SIGNAL HEAD (LED) (ALUMINUM) (SP #22 & ARDOT 707)	2	EACH
TRAFFIC SIGNAL CABLE (5C/14 A.W.G.) (ARDOT 708)	200	LIN. FT.
TRAFFIC SIGNAL CABLE (7C/14 A.W.G.) (ARDOT 708)	85	LIN. FT.
ELECTRICAL CONDUCTORS-IN-CONDUIT (1C/8 A.W.G., E.G.C.) (SP #23)	60	LIN. FT.
NON-METALLIC CONDUIT (2") (ARDOT 710)	30	LIN. FT.
NON-METALLIC CONDUIT (3") (ARDOT 710)	10	LIN. FT.
CONCRETE PULL BOX (TYPE 2) (ARDOT SS & 711)	1	EACH
TRAFFIC SIGNAL MAST ARM AND POLE WITH FOUNDATION (42') (ARDOT SS & 714)	1	EACH
AUTOBAHN SERIES ATBM P40 LED LUMINAIRE ASSEMBLY (SP #24)	1	EACH
TRAFFIC SIGNAL PEDESTAL POLE WITH FOUNDATION (ARDOT SS & 715)	1	EACH
REMOVAL OF TRAFFIC SIGNAL EQUIPMENT (SP #26)	0.33	LUMP SUM
VIDEO DETECTOR RELOCATION (ARDOT 733)	2	EACH

STAGE 3
INSTALL PERMANENT POLES H AND I, PEDESTRIAN SIGNAL HEADS 19 AND 20, AND ALL ASSOCIATED TRAFFIC SIGNAL EQUIPMENT. REMOVE SIGNAL HEAD 22. RELOCATE SIGNAL HEAD 6 AND VIDEO DETECTOR V3. INSTALL PERMANENT SIGNAL HEADS 4, 7, 8, 9, AND 10. RELOCATE EXISTING EMERGENCY PREEMPTION SYSTEM AND DETECTOR V2 FROM EXISTING POLE C TO PERMANENT POLE I. ONCE NEW TRAFFIC SIGNAL EQUIPMENT IS IN PLACE, REMOVE POLE C AND UNUSED TRAFFIC SIGNAL EQUIPMENT AND RETURN TO THE CITY'S TRAFFIC SHOP LOCATED AT 1525 S. HAPPY HOLLOW ROAD, FAYETTEVILLE, AR 72701.
MAINTAIN THIS TRAFFIC SIGNAL CONFIGURATION AS SHOWN ON THE STAGE 3 TRAFFIC SIGNAL PLANS.
(REFER TO MAINTENANCE OF TRAFFIC DETAILS.)

TRAFFIC SIGNAL QUANTITIES

ITEM	QUANTITY	UNIT
TRAFFIC SIGNAL HEAD, LED, (3 SECTION, 1 WAY) (SP #20 & ARDOT 706)	1	EACH
TRAFFIC SIGNAL CABLE (5C/14 A.W.G.) (ARDOT 708)	85	LIN. FT.
VIDEO DETECTOR ROTATION (SP #28)	2	EACH

PERMANENT TRAFFIC SIGNAL:
INSTALL SIGNAL HEAD 5 AND RELOCATE SIGNAL HEADS 6 AND 7 TO THEIR PERMANENT LOCATION.
NOTES
(REFER TO PERMANENT TRAFFIC SIGNAL PLANS.)

1

no.	date	by	ckd	description
00	04-24-26	TRN	JME	ISSUED FOR BID
01	05-28-26	EMW	JME	REVISION 1

ISSUED FOR BID

BURNS McDONNELL
6576 LYNCH'S PRAIRIE COVE, STE B
SPRINGDALE, AR 72762

date	detailed
5/28/26	NMF
designed	checked
BJC	RWC

CITY OF FAYETTEVILLE
MILLSAP/COLLEGE
INTERSECTION IMPROVEMENTS

TRAFFIC SIGNAL QUANTITIES
SIGNAL PLANS - 6

project	contract
136268	040943

drawing	rev.
C-505	01

sheet 25 of 64 sheets
file 136268_TRF.dwg

Scale For Microfilming
Millimeters
Inches

Bid 26-37, Addendum 2

CITY OF FAYETTEVILLE ARKANSAS

Date: Monday, June 8, 2026

To: All Prospective Vendors

From: Kenny Fitch – 479.575.8258 – kfitch@fayetteville-ar.gov

RE: Bid 26-37, Construction – Millsap/College Intersection & Hemlock Improvements

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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. Asphalt mix designs shall be submitted after the project has been awarded. The following asphalt mixes will be utilized on this project.
        - Millsap (Refer to Section 403.04(a) in City of Fayetteville's Standard Specifications for Street and Drainage Construction):
            i. ACHM Surface- PG70-22, Surface Course 12.5mm(1/2"), ArDOT 2014 Spec
            ii. ACHM Binder - PG70-22, Binder Course 25.0mm(1"), ArDOT 2014 Spec
            iii. ACHM Base – PG70-22, Base Course 37.5mm(1.5"), ArDOT 2014 Spec
        - UofA Parking Lot and Driveways (Refer to Section 503.03(e) in City of Fayetteville's Standard Specifications for Street and Drainage Construction):
            i. Type II Surface Course (1/2")
2. QUESTIONS:
    a. Can the City confirm the quantities for Unclassified Excavation? The plans indicate 1,000CY for Millsap and 1,833 for Hemlock.
        - The quantities for Line Item 2.3 and Line Item 3.3 have been confirmed to be correct. Please note that both quantities are considered "Plan Quantity". Refer to Section 202.04(c) in City of Fayetteville's Standard Specifications for Street and Drainage Construction.
    b. An ARDOT specified barrier wall will be needed in all phases due to a drop off height greater that 24". Will this be a Line Item or should it be included with MOT?
        - The pricing should be included within Line Item 3.45 – Traffic Control and Maintenance. Please refer to Section 510 in City of Fayetteville's Standard Specifications for Street and Drainage Construction.

Telecommunications Device for the Deaf TDD (479) 521-1316 113 West Mountain - Fayetteville, AR 72701

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-2045

MEETING OF JUNE 30, 2026

TO: Mayor Rawn and City Council

THROUGH: Keith Macedo, Chief of Staff
Chris Brown, Public Works Director
Justin Bland, City Engineer

FROM: Paul Libertini, Staff Engineer

SUBJECT: **Millsap Rd & College Ave Intersection Improvements – Design Supplemental Agreement No. 1 with Burns & McDonnell Engineering Company, Inc.**

RECOMMENDATION:
A Resolution to approve Supplemental Design Agreement No. 1 with Burns & McDonnell Engineering Company in the amount of $93,785.00 for additional engineering services associated with the Millsap Rd & College Ave Intersection and Hemlock Ave Improvement project.

BACKGROUND:
The original design agreement with Burns & McDonnell Engineering Company, Inc. in the amount of $300,000 was executed on July 20, 2021. This project includes improvements to Millsap Road near the intersection with College Avenue. The improvements to Millsap Road include an additional lane west of College Avenue to provide additional left turning capacity, realignment of lanes on both sides of College Avenue, signalization timing and phasing improvements and installation of crosswalks and pedestrian signals. It also includes the design of the new 2-lane road extension of N. Hemlock Ave. from Sain St. to Millsap Rd.

DISCUSSION:
The design was finally completed in 2026, and the City held a bid opening on July 10, 2026. This has been a very difficult project working with the Arkansas Department of Transportation (ARDOT) and reacting to the many different levels of review comments especially in acquiring right of way. This project was required to obtain a second set of land appraisals and subsequent additional land acquisition from the same property owners. This supplemental design agreement covers redoing the legal descriptions, the land acquisition exhibits, coordinating with property owners, relocating a traffic signal pole, providing a water line relocation plan, and additional coordination with 5 franchise utilities which was not anticipated in the original scope.

BUDGET/STAFF IMPACT:
The additional professional services will be paid from the Street Projects 2024 Bonds fund.

ATTACHMENTS: 3. Staff Review Form, 4. 2026-2045 Burns McDonnell Supp Agr #1

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

File #: 2026-2045

A RESOLUTION TO APPROVE SUPPLEMENTAL AGREEMENT NO. 1 TO THE CONTRACT WITH BURNS & MCDONNELL ENGINEERING COMPANY, INC. IN THE AMOUNT OF $93,785.00 FOR ADDITIONAL ENGINEERING SERVICES ASSOCIATED WITH THE MILLSAP ROAD & COLLEGE AVENUE INTERSECTION AND HEMLOCK AVENUE IMPROVEMENT PROJECT

WHEREAS, on July 20, 2021, the City entered into the original design Agreement with Burns & McDonnell Engineering Company, Inc. to develop improvements to Millsap Road near the intersection with College Avenue; and

WHEREAS, this project was required to obtain a second set of land appraisals and subsequent additional land acquisition from the same property owners; and

WHEREAS, Supplemental Agreement No. 1 will cover redrafting the legal descriptions and land acquisition exhibits, coordinating with property owners, relocating a traffic signal pole, providing a water line relocation plan, and additional coordination with 5 franchise utilities which was not anticipated in the original scope.

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 Supplemental Agreement No. 1 to the agreement with Burns & McDonnell Company, Inc. in the amount of $93,785.00 for additional engineering services associated with the Millsap Road & College Avenue Intersection and Hemlock Avenue Improvement project.

City of Fayetteville Staff Review Form

2026-2045

Item ID

7/7/2026

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

Paul Libertini	6/16/2026	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

A Resolution to approve Supplemental Design Agreement No. 1 with Burns & McDonnell Engineering Company in the amount of $93,785.00 for additional engineering services associated with the Millsap Rd & College Ave Intersection and Hemlock Ave Improvement project.

Budget Impact:

4802.860.7227-5860.02	Street Projects 2024 Bonds
Account Number	Fund
46020.7227	Millsap/College Intersection Improvements
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	584,106.00
		Expenses (Actual+Encum)	$	263,491.00
		Available Budget	**$**	**320,615.00**
Does item have a direct cost?	Yes	Item Cost	$	93,785.00
Is a Budget Adjustment attached?	No	Budget Adjustment		
		Remaining Budget	**$**	**226,830.00**

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 189-21

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

BURNS McDONNELL

AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

AMENDMENT No. 1 **Date: April 20, 2026**

THIS AMENDMENT modifies the Agreement dated July 20, 2021, made by and between **Burns & McDonnell Engineering Company, Inc.,** (hereinafter called ENGINEER), and City of Fayetteville, Arkansas (hereinafter called CITY OF FAYETTEVILLE) for the following Project: MILLSAP ST/COLLEGE AVE INTERSECTION IMPROVEMENTS. For good and valuable consideration, the sufficiency of which is acknowledged, the parties agree to make the following changes to their Agreement.

1. The parties agree that the ENGINEER's Scope of Services is amended to include the following additions to Appendix A of the original Agreement:

WATERLINE RELOCATION DESIGN & PLANS

A. ENGINEER will develop construction documents to relocate approximately 300' of 8" water main along Millsap Rd, east of College Avenue. Documents to include the following:
   i. Plan and Profile sheet of the new water main, detailing extents of relocation. Services, valves, hydrants and other appurtances needed to relocate the water main to remove conflicts with the roadway construction.
   ii. Standard details relative to the scope of relocation work.
   iii. Update bid documents and project manual to include water main relocation scope of work.
   iv. Update opinion of probable construction cost to include water main relocation scope of work.

TRAFFIC SIGNAL DESIGN CHANGES

A. ENGINEER will update the construction documents to remove and replace the existing traffic signal pole and equipment loated in the SW quadrant of the intersection between Millsap and College. Updates will include revisions to 15 traffic signal sheets consisting of 3 different stages of construction and the permanent signal plans as well as updating the project manual, and opinion of probable construction cost.

PROJECT COORDINATION

The following scope items are hereby added due to coordination and project oversight by Arkansas Department of Transportation (ARDOT) now that the project has been awarded grant funds which will be administered by ARDOT.

A. ENGINEER will support CITY OF FAYETTEVILLE in project reviews by ARDOT, including but not limited to:
   i. Plan reviews – Revise drawings (as directed by the CITY OF FAYETTEVILLE), and provide responses to comments received from ARDOT.
   ii. Project manual updates – Revise and coordinate updates to project manual regarding items such as: ARDOT standard forms and special regulations, DBE goals, etc.
B. ENGINEER will support the CITY OF FAYETTEVILLE in resolution of ARDOT's comments regarding permanent easements and right of way by:
   i. Attend meetings with the CITY OF FAYETTEVILLE and ARDOT to discuss requriements and potential options to resolve comments.
   ii. Providing plan views of the project that show limits and areas of new permanent easements and right of way.
   iii. Provide cross section views of the project that support limits of new permanent easements and right of way.
C. ENGINEER will provide updated legal descriptions and exhibits for permanent easement and right-of-way acquisition resulting from the changes required by ARDOT. Legal descriptions and exhibits will be provided to CITY OF FAYETTEVILLE Land Agents for use in acquisition documents.
D. Project schedule and duration extended to accommodate Environmental Clearance (comp, and ARDOT project reviews)

FRANCHISE UTILITY RELOCATION – ADMINISTRATION ASSISTANCE

The following scope items are hereby added at the request of CITY OF FAYETTEVILLE.

A. ENGINEER will assist the CITY OF FAYETTEVILLE in administration of franchise utility relocations associated with this project by performing the following tasks:
   i. ENGINEER will communicate with 5 (five) franchise utility providers (AT&T, Cox Communications, Ritter Communications, AEP/SWEPCO, and Black Hills Energy), which have facilities that, based on what is readily visible at the ground surface, may require relcoation associated with this project.
   ii. ENGINEER will provide each franchise utility provider with a copy of the plans and DWG files for the project for use by the franchise utility provider to review and determine whether relocation of its facilities are necessary. ENGINEER is not responsible for a franchise utility provider failing to notify ENGINEER of a need for its facilities to be relocated.
   iii. ENGINEER will review relocation plans prepared by the franchise utility providers for general conformance with the project. ENGINEER will not perform a detailed review nor exhaustive conflict detection of the franchise utility provider's plans. CITY OF FAYETTEVILLE agrees that each franchise utility provider is solely responsible to design the relocation of their facilities in order to fully accommodate the project and ENGINEER is not liable for any conflicts discovered during construction.
   iv. ENGINEER will collect information from franchise utility providers regarding cost of relocations, reimbursement amounts, and schedules for work. ENGINEER assumes no liability for the accuracy of the cost estimates or schedules provided.
   v. ENGINEER will communicate with franchise utility providers to develop relocation agreements, and utility relocation work orders for the CITY OF FAYETTEVILLE review and authorization.
   vi. ENGINEER will perform monthly check-in with each franchise utility representative to determine status/progress of utility relocations for up to 6 (six) months, following issuance of work orders and Notice to Proceed by the CITY OF FAYETTEVILLE.

2. The following adjustments are made to the ENGINEER's compensation. The Lump Sum amount shall be **increased** by **$93,785,** to a total of **$393,785**.

3. The period of service and project schedule shall be **extended** to July 31, 2026, to accommodate project delays associated with project funding changes, ARDOT oversight, and additional services performed. It is anticipated that all scope of work, including project procurement, will be completed within this timeframe.

4. The terms of this AMENDMENT supersede any contrary terms of the Agreement. This AMENDMENT will be deemed a part of, and be subject to, all other terms and conditions of the Agreement. Except as modified above, the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year first written above.

OWNER: City of Fayetteville, Arkansas	**ENGINEER: Burns & McDonnell Engineering Company, Inc.**
By: _____	By: _____ Digitally signed by Steven Beam Date: 2026.04.30 13:52:34-05'00'
Name: Molly Rawn	Name: Steven Beam, P.E.
Title: Mayor	Title: Director

Attachment A-2A - Justification of Costs and Fees
April 20, 2026
Millsap St / College Ave Intersection Improvements

DESIGN CHANGES and ADDITIONAL TITLE I SCOPE

MANHOURS

TASK	PD	PM	SE	STFE	DES	ASST	TOTAL
#1 - Design, Relocation of 8" Water main on Millsap (east of College Ave) (Approx. 300 LF)		8		12	40		60
#2 - Design change to remove and replace existing traffic signal pole @ SW Quadrant of Intersection		24	48		24		96
After completion of 90% design, changes were requested to remove and replace the existing signal pole located in the SW corner of the intersection where previous design direction was to preserve it. This includes updates to 15 traffic signal sheets, consisting of 3 different stages, and permanent signal plans. Updating project manual, and opinion of probable construction cost.							
#2 - ARDOT Coordination and Project Oversight (Reviews, Comments, Responses, Design Changes, Project Manual, etc)		12		12	48		72
When the project was awarded grant funds, the project requirements were also changed. In support of this coordination with CITY OF FAYETTEVILLE, and ARDOT, ENGINEER performed multiple design updates and reviews, and produced supporting documents, etc.							
#3 - ARDOT Additional Right of Way and Permanent Easement Coordination (Responses, markups, meetings)		16			24		40
After ROW documents were approved, and acquisition was complete, ARDOT required acquisition of permanent grading easements along the corridor. This is the scope of work associated with supporting the city in these discussions regarding the new right of way requirements and permanent easements for the project. Multiple meetings, emails, phone calls, markups, responses, etc.							
#4 - ARDOT Additional Right of Way and Permanent Easement Legals and Esmt Exhibits)		8			40		48
This scope of work is associated with producing new easement exhibits and some new legal descriptions for areas where there was originally no TCE planned, such as the area along frontage of Raising Canes.							
#5 - Extended Schedule and project duration (original Project Duration 10 months)		20				20	40
The original project schedule was 10 months. The receipt of grant funds for the project, then subsequent environmental clearance and additional project reviews caused significant delays for the project, resulting in a current project duration of 4 years. This scope of work represents the additional project management and project administration needed to maintain and coordinate the project over that extended duration.							
#6 - Franchise Utility Relocation - Admin Assistance (5 Utility companies required to relocate)		75		50			125
Review Relocation Plans, Adapt ARDOT standard forms for use by CITY OF FAYETTEVILLE for Reimbursement. Reimbursement Breakdown, Relocation Agreement, Relocation Permit/Work Order (estimating 25 hours per utility)							
TOTAL MH - DESIGN CHANGES and ADDITIONAL TITLE I SCOPE	0	163	48	74	176	20	481

LABOR COSTS

Category - Description	Rate	MH	Amount
PD - Project Director	$275.00	0	$0
PM - Project Manager	$245.00	163	$39,935
SE - Senior Civil Engineer	$205.00	48	$9,840
STFE - Staff Civil Engineer	$175.00	74	$12,950
DES - Designer	$160.00	176	$28,160
ASST - Project Assistant	$145.00	20	$2,900
		Subtotal Labor Costs	**$93,785**

EXPENSES

ITEM	Quantity	Unit	Rate	Amount
			Subtotal Expenses	$0
			TOTAL COSTS - DESIGN CHANGES and ADDITIONAL TITLE I SCOPE	**$93,785**

BASIS OF ESTIMATE

Description

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-2068

MEETING OF JUNE 30, 2026

TO: Mayor Rawn and City Council

THROUGH: Keith Macedo, Chief of Staff
Alison Jumper, Director of Parks, Natural Resources and Cultural Affairs
Ted Jack, Park Planning Superintendent

FROM: Zach Foster, Park Planner II
Melissa Evans, Park Planner

SUBJECT: **Approval to waive competitive bidding and authorize the Mayor to sign a tender agreement to transfer project completion responsibilities for Bryce Davis Park Phase 1.**

RECOMMENDATION:
Staff recommends waiving competitive bidding and authorizing Mayor Rawn to sign a tender agreement with U.S. Specialty Insurance Company to transfer project completion responsibilities from SSI Incorporated of NWA to ACS Playgrounds (ACS), to designate ACS as the new contractor, to authorize additional contract days to complete work, and approve a budget adjustment to receive funds from the bonding agency, U.S. Specialty Insurance Company, for Phase 1 Improvements work for Bryce Davis Park.

BACKGROUND:
SSI Incorporated of NWA was awarded Bid 25-24 for Phase 1 Improvements at Bryce Davis Park, with an initial contract of $902,670.13. Two subsequent change orders increased the total contract amount to $910,446.56.

In February 2026, SSI and its subcontractors ceased work on the project. Parks Staff worked with the City Attorney's Office to engage U.S. Specialty Insurance Company (USSIC), SSI's Bonding Surety, and determine a path toward project completion. In March 2026, the City issued a Notice of Default to SSI for failing to meet contractual obligations. After multiple attempts, a response to the Notice of Default was not received, as SSI Incorporated of NWA was no longer in business.

The project is approximately 90% complete. Most remaining work involves the playground subcontractor, ACS Playgrounds, who ceased work in February due to nonpayment by SSI. In addition to ACS's incomplete scope, several items installed by SSI require correction before the project can reach substantial completion. Some of the more significant line items for remaining work include grading and drainage in and around the dog park and correcting rock placement at the wetland pavilion.

USSIC evaluated the project and recommended that ACS Playgrounds assume the role of primary contractor to complete both the original subcontracted work and the remaining work previously assigned to SSI.

DISCUSSION:
USSIC offered the City a tender agreement in which USSIC will provide the funds necessary to complete the

project while the City administers the remaining work directly. Under this arrangement, the bonding agency requires ACS Playgrounds to assume the role of primary contractor responsible for completing all outstanding items, including both their original subcontracted scope and the unfinished or corrective work left by SSI.

This approach allows the City to retain day-to-day oversight of the project while ensuring that all remaining work is fully funded by USSIC, who will also continue handling claims from SSI's unpaid subcontractors. The City does not anticipate any additional legal or financial risk under this arrangement.

This path also provides the most efficient route to project completion, avoiding the delays associated with USSIC managing the project or rebidding the project. Because ACS was previously engaged as a subcontractor, they are already familiar with the project site, scope, and remaining work, which should help streamline construction and reduce delays. The remaining work is anticipated to take about two (2) months.

Of the original contract's $910,446.56 cost, the City is currently holding $139,420.72 for remaining contract work. USSIC determined completion costs to total $206,931.93. Since the cost for completion exceeds the remaining balance held by the City, USSIC has agreed to make payment to the City for the difference, which totals $67,511.21.

BUDGET/STAFF IMPACT:
Funds received from USSIC in the amount of $67,511.21 will be deposited into the Bryce Davis Park project.

ATTACHMENTS: 3. Staff Review Form, 4. Budget Amendment, 5. Tender Agreement - Bryce Davis Park - Executed by USSIC

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

File #: 2026-2068

A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE A TENDER AGREEMENT WITH U.S. SPECIALTY INSURANCE COMPANY AND ACS PLAYGROUND ADVENTURES TO TRANSFER PROJECT COMPLETION RESPONSIBILITIES FOR PHASE 1 IMPROVEMENTS FOR BRYCE DAVIS PARK TO ACS PLAYGROUND ADVENTURES, TO AUTHORIZE ADDITIONAL CONTRACT DAYS TO COMPLETE WORK, AND TO APPROVE A BUDGET AMENDMENT

WHEREAS, on April 1, 2025, City Council approved Resolution 87-25 authorizing a contract with SSI Incorporated of NWA for Phase 1 Improvements at Bryce Davis Park in the total amount of $910,446.56; and

WHEREAS, in February 2026, SSI ceased work on the project and filed for bankruptcy protection; and

WHEREAS, in March 2026, the City issued a Notice of Default to SSI Incorporated of NWA for failing to meet contractual obligations and began coordinating with U.S. Specialty Insurance Company, the surety on the project; and

WHEREAS, most remaining work involves the playground subcontractor, ACS Playground Adventures, which ceased work in February due to nonpayment by SSI; and

WHEREAS, in addition to ACS's uncompleted scope, several items installed by SSI Incorporated of NWA require correction before the project can reach substantial completion; and

WHEREAS, U.S. Specialty Insurance Company evaluated the project and prepared a Tender Agreement that allows ACS to assume the role of primary contractor to complete both the original subcontracted work and the remaining work previously assigned to SSI Incorporated of NWA and provides for payment of an additional amount of $67,511.21 which, with the $139,420.72 still being held by the City from the original contract, will fund the remainder of the project.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and authorizes Mayor Rawn to sign a Tender Agreement with U.S. Specialty Insurance Company and ACS Playground Adventures to: 1) transfer project completion responsibilities for Phase 1 Improvements for Bryce Davis Park from SSI Incorporated of NWA to ACS Playgrounds; 2) authorize a payment in the additional amount of $67,511.21 to fund the remainder of the project; and 3) approve additional contract days for ACS Playgrounds to complete Phase 1 Improvements for Bryce Davis Park.

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

2026-2068

Item ID

7/7/2026

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

Zach Foster	6/10/2026	PARKS & RECREATION (520)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends waiving competitive bidding and authorizing Mayor Rawn to sign a tender agreement with U.S. Specialty Insurance Company to transfer project completion responsibilities from SSI to ACS Playgrounds (ACS), to designate ACS as the new contractor, to authorize additional contract days to complete work, and approve a budget adjustment to receive funds from the bonding agency, U.S. Specialty Insurance Company, for the unfinished Phase 1 Improvements work for Bryce Davis Park.

Budget Impact:

2250.520.9255-5806.00	Parks Development
Account Number	Fund
46050.7580	Park Improvements (2019/2022/2024 Bonds), Underwood Improvements
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	9,216,776.00
		Expenses (Actual+Encum)	$	7,423,362.89
		Available Budget	$	**1,793,413.11**
Does item have a direct cost?	Yes	Item Cost	$	67,511.21
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	**1,725,901.90**

V20221130

Purchase Order Number: 2025-00000480

Previous Ordinance or Resolution # Bid 25-24

Change Order Number:

Approval Date:

Original Contract Number: Bid 25-24

Comments:

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

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

BUDGET AMENDMENT/ADJUSTMENT DESCRIPTION:

Budget adjustment to receive funds from the bonding agency, U.S. Specialty Insurance Company (USSIC) for completion of Phase 1 construction work at Bryce Davis Park and authorize additional contract days to complete the work. The original contractor went bankrupt and completion of the work is being transferred to ACS Playgrounds to finish the work. Original purchase order was # 2025-00000480.

COUNCIL DATE: 7/7/2026

ITEM ID#: **2026-2068**

Holly Black 6/15/26

Budget Division Date

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

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.202658

TOTAL	67,512	67,512				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
2250.520.9255-4900.00	-	67,512	46050	7580	RE	Miscellaneous Revenue - base
2250.520.9255-5806.00	67,512	-	46050	7580	EX	Improvements - Park
		-				
	-	-				
	-	-				
	-	-				
	-	-				
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TENDER AGREEMENT
FOR PERFORMANCE AND COMPLETION OF CONTRACT
AND RELEASE OF BONDS

This Agreement is made and entered into this ___ day of _____, 2026, by and between the **City of Fayetteville, Arkansas** (the "**City**"), U.S. Specialty Insurance Company ("**USSIC**") and **ACS Playground Adventures** (the "**Completing Contractor**"). The City, USSIC, and Completing Contractor are collectively the "**Parties**".

RECITALS

WHEREAS, SSI Incorporated of Northwest Arkansas (the "**Original Contractor**") and the City entered a Construction Contract dated April 1, 2025 (the "**Prime Contract**") for a public works improvement project known as the Bryce Davis Park Improvements, Phase I project located in Fayetteville, Arkansas (the "**Project**");

WHEREAS, as required by Arkansas law and under the terms of the Prime Contract, Original Contractor and USSIC made, executed, and delivered to the City Performance Bond No. 1001232478 and Payment Bond No. 1001232478 (collectively, the "**Bonds**"), both in the penal sum of $902,670.13;

WHEREAS, the City issued a letter dated March 24, 2026 titled "Notice of Default" to the Original Contractor with a copy to USSIC notifying the Original Contractor and USSIC that (a) the City considered the Original Contractor in default of the Prime Contract; and (b) of its intent to terminate the Prime Contract ten days from receipt of the notice;

WHEREAS, the Original Contractor failed to cure the default and the City made demand on USSIC to complete the Project under the terms of the Performance Bond and the Prime Contract;

WHEREAS, USSIC agreed to obtain proposals for completion of all obligations of the Prime Contract;

WHEREAS, Completing Contractor submitted a bid to USSIC and the City for the completion of the remaining scope of work under the Prime Contract and the City has agreed to accept the bid;

WHEREAS, in fulfillment of the terms of the Performance Bond, USSIC seeks to tender the Completing Contractor to the City to complete the Prime Contract and Project upon the terms set forth therein and in this Agreement;

WHEREAS, the City seeks to accept the tender of the Completing Contractor to complete the Prime Contract and Project upon the terms set forth therein and in this Agreement; and

WHEREAS, all parties hereto agree that this Agreement shall be entered into so that the remaining work and requirements of the Prime Contract can be completed.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises set forth herein as well as good and other consideration, the receipt and sufficiency of which is hereby acknowledged, the City, USSIC, and Completing Contractor do hereby covenant and agree as follows:

1. The recitals set forth above are incorporated herein and are contractual provisions, not mere recitals.

2. Completing Contractor has submitted a bid proposal in the amount of $159,087.56 to complete the obligations of the Prime Contract and Project upon the terms set forth therein in strict accordance with the terms and conditions of the Prime Contract and this Agreement. A copy of the proposal of Completing Contractor is attached hereto as Exhibit "A".

3. Completing Contractor shall within seven (7) days of the execution of this Agreement, provide a Performance Bond and a Payment Bond (hereinafter referred to as "**New Performance Bond**" and "**New Payment Bond**") in the amount of $206,931.93[1] naming Completing Contractor as Principal and the City as obligee. The New Performance Bond shall guarantee Completing Contractor's performance of the terms of this Agreement. New Performance and New Payment Bonds shall be effective as of the date of this Agreement and from a surety acceptable to the City and USSIC. Premium costs for said bonds shall be borne by the Completing Contractor.

4. The Payment Bond shall remain in full force and effect for all obligations of Original Contractor and USSIC. Original Contractor and USSIC retain all obligations, rights, and defenses related thereto. Completing Contractor shall not be responsible for debt or obligations incurred by Original Contractor except as set forth herein. The Payment Bond shall not be responsible for labor or material supplied to Completing Contractor and shall not be considered a co-surety with Completing Contractor's surety. All payments made by USSIC relating to claims on its Payment Bond as provided herein shall be credited against the penal limit of its Payment Bond. USSIC shall not, under any circumstances, be obligated to expend more than the penal limit of its Payment Bond. USSIC shall in no way be responsible for any payment obligations, debts, or failures undertaken by Completing Contractor and its surety.

5. Completing Contractor shall comply with all Prime Contract insurance requirements, as set forth in Section 21 of the Prime Contract.

6. Completing Contractor must provide evidence of compliance with the Insurance provisions of the Prime Contract to the City prior to entry onto the Project to commence work on the Project.

7. Completing Contractor represents that it has received copies of the Prime Contract, plans, and specifications and addenda, together with all other documents comprising the Prime

[1] This amount represents the bid proposal of the Completing Contractor ($159,087.56) plus the amount being paid to the Completing Contractor under the Ratification Agreement ($47,137.37) attached hereto as Exhibit "B", as well as bond costs for the Ratification Agreement balance.

Contract. Completing Contractor further represents that it has diligently investigated and inspected the Prime Contract and Project jobsite and is familiar with its condition, the materials available but not yet incorporated into the Project, and the nature and scope of the work to be performed by Original Contractor, and that Completing Contractor has considered all such documents, conditions, and observations in making its proposal herein to complete the Prime Contract and Project.

8. Completing Contractor and its surety shall assume full, total, and complete responsibility for all obligations and work and materials to be incorporated into the Project, pursuant to the Prime Contract requirements. Any change orders requested by the Completing Contractor on the new construction must be approved in accordance with the same procedures specified in the Prime Contract.

9. The City certifies to USSIC that as of the date of this Agreement:

(a) The authorized amount of the Prime Contract, including all approved change orders as of March 6, 2026, is the sum of $910,446.56;
(b) The Original Contractor has been paid the sum of $771,025.84 through Pay Estimate No. 6;
(c) The City is holding the sum of $139,420.72;

The "Contract Balance" shall be defined as the sum of $139,420.72.

10. The City agrees that nothing herein shall be deemed to waive the limitation of USSIC's liability under the Performance Bond above and beyond the penal limit of the Performance Bond.

11. Completion Contractor agrees to accept and the City agrees to pay Completion Contractor $206,931.93 for its work in completion of the Prime Contract and in compliance with the terms of the Prime Contract and this Agreement on the condition that the City receives payment from USSIC in the amount of $67,511.21. The City agrees to accept $67,511.21 in full satisfaction of the claim of the City against the Performance Bond. USSIC shall deliver a check made payable to the City in the amount of $67,511.21 within fifteen (15) calendar days from the date of this Agreement. The City shall not have any obligation to pay the remaining contract balance to the Completion Contractor unless and until such payment from USSIC is received by the City. Any payment by USSIC under this Agreement as well as any payment previously made by USSIC for temporary and/or corrective work performed prior to this Agreement shall reduce the penal sum of the Performance Bond accordingly.

12. The City shall pay Completing Contractor in the same manner and upon the same terms as set forth in the Prime Contract, and as modified by this Agreement.

13. Effective upon execution of this Agreement, the City and USSIC expressly release, acquit, and forever discharge each other, their heirs, successors and assigns, subsidiaries, parents or affiliates from any and all claims, rights, demands and/or causes of action of whatsoever kind which the City and USSIC have or may claim to have against each other under and/or by reason

of the Prime Contract and Performance Bond, and the City hereby agrees to return the original Performance Bond to USSIC upon execution of this Agreement.

14. The City, upon satisfactory completion of the Prime Contract by Completing Contractor, evidenced by a writing from the City, agrees to assign unto USSIC, any and all rights, demands, claims and/or causes of action which the City has as against Original Contractor arising out of, as a result of and/or on the basis of the default and breach by Original Contractor of the Prime Contract for the Project, and the City gives USSIC full power and authority to ask, demand, collect, receive, compound and/or release, and in its name or otherwise, to prosecute and withdraw any claims, suits or proceedings at law or in equity as against Original Contractor in its efforts to obtain recovery upon its rights under said assignment.

15. The City accepts Completing Contractor for the completion of the Prime Contract and Project, including Completing Contractor's responsibility for all labor and material contemplated under the Prime Contract or this Agreement. The City conveys the Prime Contract to the Completing Contractor and Completing Contractor accepts same with full rights and responsibilities as if the Completing Contractor had entered a contract directly with the City.

16. The time of performance for the remaining scope of work under the Prime Contract pursuant to the terms of this Agreement shall be Forty-Two (42) calendar days from the Notice to Proceed issued by the City to Completing Contractor. In the event Completing Contractor does not complete the Prime Contract within said Forty-Two (42) calendar days, or as modified by the Prime Contract terms or the terms of this Agreement, Completing Contractor shall be assessed liquidated damages as specified in Section 15 of the Prime Contract.

17. The City, USSIC, and Completing Contractor hereby represent that this Agreement, including all documents incorporated herein by reference (including, but not limited to, the Prime Contract, all its attachments, and all documents incorporated into the Prime Contract), constitutes the complete Agreement between the parties hereto. No oral understandings shall constitute any portion hereof.

18. The City and Completing Contractor expressly agree that USSIC shall have no further obligations, liabilities, or responsibilities for contract administration in completion of the Project and Prime Contract except as stated in this Agreement. Completing Contractor agrees that it shall not look to USSIC for payment of any costs or expenses related to performance of work on the Prime Contract. Completing Contractor agrees that it will administer this Agreement solely with the City as if Completing Contractor had entered the Prime Contract with the City in the first instance.

19. Completing Contractor waives, releases, discharges, and acquits USSIC from all liability related in any way to the performance of the work, the adequacy of the plans and specifications, the administration of the contract and any and all other claims it now has or may have, whether known or unknown, including those in the past, present or future. USSIC and Completing Contractor acknowledge that this waiver is intended to include, without limitation, all claims that were or could have been raised, which the parties did not know of or suspect to exist

regarding the Prime Contract, the Project, and this Agreement and that this waiver contemplates extinguishment of all such claims that were or could have been raised.

20. If any provision of this Agreement is found to be invalid, all the other provisions shall remain in full force and effect.

21. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of Arkansas. The proper venue to resolve any dispute pursuant to this Agreement shall be Washington County, Arkansas. The Parties covenant and agree to submit to the personal jurisdiction of the state courts in Washington County, Arkansas.

22. This Agreement represents the entire Agreement between the Parties and will not be modified, except by a writing signed by all parties. Notwithstanding any provision of this Agreement, nothing contained in this Agreement shall prevent the City and Completing Contractor from making changes to the contract.

23. The Parties warrant that they are authorized to execute this Agreement on behalf of their respective entities.

24. This Agreement is solely for the benefit of the Parties. The Parties do not intend by any provision hereof to create any third-party beneficiaries or to cover any benefit upon or enforce rights hereunder or otherwise upon anyone other than the Parties.

25. No change, addition, alteration, or amendments can be made to this Agreement unless made in writing and signed by all parties to the Agreement.

26. This Agreement may be executed in counterparts each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated above, and each of the undersigned personally represent and warrant that they have the full right, power, and authority to execute this Agreement on behalf of the respective parties.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Name: _____
Title: _____

U.S. SPECIALTY INSURANCE COMPANY

By: _____
Name: Patrick Laverty
Title: AVP, Bond Claims

ACS PLAYGROUND ADVENTURES

By: _____
Name: Clint Pitzer
Title: President

Exhibit A

Proposal of Completing Contractor

PROPOSAL

acs playground adventures

8501 Mantle Ave.
Oklahoma City, OK 73132

Quote Valid for 30 Days	Date	5.06.2026

Customer	Project	Contact
FORCON INTERNATIONAL	BRYCE DAVIS	Rob Green / robg@acsplay.com / 479-305-5050

Scope of Work Regarding the Remaining Scope of Work

Item	Description	Price
1	Contract Drawing Documents Remaining Scopes of Work To Be Completed, Including: Concrete - Dog Wash Head Wall, Basketball Court Bench Pads, Play Area Bathroom Head Wall Painting/Striping Parallel Parking Fence Adjustments - Tighten Panels, Repair Damage, and Adjust Select Footings Wetland Dock Corrections - Removing Oversized Rip-Rap and Replace with Stone per plans Grade Corrections TYP Per Plans, Including Backfill Trenches and Playground Area Silt Fence Removal, Top Dress, and Install Hay and Seed as Needed Dog Park Drain Pipe and Clean Out Adjustments Electrical Quazite Box Adjustments to Proper Grade/Elevation Pavilion Stone Seat Wall Material and Installation - Rock to be Approved by Owner Overseeing Remaining Subs to Completion Relocating Inoperable Fire Hydrant at Dog Park	$143,000.06
Sub Total		$143,000.06

Alternates	Project Scope Summary
N/A	**Assume GC role in overseeing the completion of contract documents listed within (Price does not included ACS original scopes and pricing)**

Pricing Includes

Yes	No	
X		Contract Agreement Required
X		Responsible for Locates When Digging
X		Price Per Contract Documents
	X	Price Inclusive of All Punch Following Demobilization
X		ACS to Coordinate with Remaing Subs and Attend OAC Meetings
X		Site or Finishes Protection or Roll Offs by ACS
X		Bonds
	X	Paying Existing Subs for Already Awarded Work or Performing Punch Items
X		Survey, Benchmarks by Others
X		Oversight and Managing Other Subs Until Completion
X		To Be Completed Items Not Listed Above are In ACS Existing Scopes
X		Sales Tax
X		Pricing Based on all Scopes Included on Quote
	X	Ownership of Permits, Fees, Field Testing, Inspections, or Field Engineering
X		Scheduling with Testing and Inspections for Concrete Work
X		License and Insured
X		Drainage, Erosion Controls by ACS
X		Pricing Based on Award of all Scopes
	X	Bacon Wages
	X	Liquidated Damages

Project Notes

	Pricing Also Includes Re-Work or Touch Ups for All Areas that have been Sitting Since Construction was Paused
	Additional punch item(s) that have been noted following demobilization are subject to additional cost.

Project Specific Notes		
Enclosed Numbers Includes Material, Delivery, Tax, and Installation	Bond Amount	$2,145.00
	Tax Amount	$13,942.51
	Total Price	**$159,087.56**

SIGNATURE ACCEPTING THIS PROPOSAL WILL CONSTITUTE A PURCHASE ORDER ONLY UPON APPROVAL BY ACS PLAYGROUND ADV.

ALL ORDERS ARE TAXABLE UNLESS A SALES TAX EXEMPTION IS PROVIDED. AGENT LETTER MUST ALSO BE PROVIDED WITH ACS PLAYGROUND ADVENTURES AS AUTHORIZED USER OF THE SALES TAX EXEMPTION. IF NO AGENT LETTER IS PROVIDED SALES TAX FOR MATERIALS MAY BE CHARGED BACK TO THE CUSTOMER.

ORDER ACCEPTANCE IS BASED ON SIGNED PRE-CONSTRUCTION FORM BY CUSTOMER

ACCEPTED BY CUSTOMER — DATE

PRINT NAME

Rob Green | 479-305-5050 | robg@acsplay.com — 5/6/2026

PROPOSED BY ACS REPRESENTATIVE — DATE

Exhibit B

Ratification Agreement

RATIFICATION AGREEMENT

THIS RATIFICATION AGREEMENT, is made and entered into this 23 day of April 2026, by and between ACS Playground Adventures, Inc. (hereinafter "Subcontractor") and U.S. Specialty Insurance Company (hereinafter "Surety").

WITNESSETH:

WHEREAS, SSI Incorporated of Northwest Arkansas (hereinafter "Contractor") as Vendor, entered into a construction contract with the City of Fayetteville (hereinafter "Owner"), dated April 1, 2025, for Construction of the Bryce Davis Park Improvements (hereinafter the "Project"); and

WHEREAS, said Subcontractor, entered into a subcontract or purchase order with the Contractor to perform work and/or supply materials on said Project, said subcontract or purchase order being hereinafter referred to as the "Subcontract"; and

WHEREAS, Subcontractor has or may make demand on Contractor and/or Surety for payment; and

WHEREAS, the statement of the Subcontract account between Subcontractor and Contractor is warranted and represented by the Subcontractor to be as follows:

1.	Original Subcontract Amount	$ 258,213.93
2.	Approved Change Orders	$ 61,609.50
3.	Adjusted Subcontract Amount	$ 319,823.43
4.	Value of Work Completed or Materials Finished Through April 6, 2026 (the "Cut-Off Date")	$ 287,037.96
5.	Total Value of Work Performed Through Cut-Off Date (4 + 5 + 6 =)	$ 287,037.96
6.	Less Amount Retained by Owner to Date (5%)	$ 14,351.90
6a.	Other amounts to be Retained according to contract.	$ 0.00
7.	Total Earned less Retainage (7-8-8a=)	$ 272,686.06
8.	Total Previously Paid by Contractor	$ 0.00
9.	Total Previously Paid by Surety	$ 0.00
10.	Amount Currently Due (9 - 10 - 11 =)	$ 272,686.06
11.	Value of Work Not Performed	$ 32,785.47

12. Total Remaining Contract Balance, Including Retention $ 47,137.37

NOW, THEREFORE, in consideration of Subcontractor being paid Two Hundred Seventy Six Thousand Six Hundred Eighty Six Dollars 06/100 Dollars ($272,686.06) by Surety and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual promises and agreements herein contained, including the recitals set forth hereinabove, the parties agree as follows:

15. Ratification of Subcontract Subcontractor does hereby ratify and confirm that its Subcontract with Contractor is in good standing, and that if Surety directs, at Surety's sole discretion, Subcontractor shall complete said Subcontract in accordance with the terms and provisions thereof. In the event that Surety should elect to perform Contractor's work or cause some other person or entity to do so, and if the decision is made by Surety or the Completing Contractor to utilize Subcontractor, then in and only in such event, Subcontractor shall perform and work for, and under the direction of Surety or a completing contractor selected by Surety for the same consideration, and under the same terms as Subcontractor would have been obligated to perform for Contractor, without any claims for delay, disruption, additional conditions, or the like. Subcontractor acknowledges that it may not be retained by the Surety or the Completing Contractor on the Project.

16. Subcontractor acknowledges receipt from Surety of the sum set forth in item 10 above, and releases Surety and Owner from any and all claims, causes of action or demands, which Subcontractor may have against Surety or Owner for work performed by Subcontractor through the Cut-Off Date.

17. Subcontractor assigns and transfers to Surety all of its claims against Contractor with respect to the amounts currently due Subcontractor and which have been paid, contemporaneously herewith by Surety.

18. In the event Surety should make arrangements with a Completing Contractor for the continued performance of work on the Project, Surety may assign such contractor all of Surety's rights hereunder and Surety's obligations to Subcontractor shall be extinguished and Subcontractor shall look solely to such Completing Contractor or its surety for Payment of Subcontractor's retainage, including such retainage as may be earned as of the date hereof as set forth in item (8) above.

19. Subcontractor guarantees the work performed and/or materials furnished or to be performed or furnished against defects in materials or workmanship for the period of time set forth in the Project specifications, and will make replacements, repair and/or corrections thereto as required in accordance with the Project specifications.

20. Subcontractor acknowledges that the above consideration is paid the undersigned on the express representation that every person, firm or corporation employed by or furnishing materials labor or services to the undersigned, in connection with the Subcontract, has been fully paid, except those persons, firms or corporations listed on Attachment A, if any, with the amount due them by the undersigned set forth opposite their names.

21. Subcontractor acknowledges that the execution of this Agreement shall not serve to extinguish any warranties or other rights of the Contractor under the construction contract on the Project.

IN WITNESS WHEREOF, this Agreement has been executed on the day and year first above written.

SURETY: SUBCONTRACTOR:

USSIC

By: _____

Title: AVP, Bond Claims

ACS Playground Adventures

By: _____

Title: President

Subcontractor's Federal Taxpayer ID Number:

20-28-46630

Subcontractor's Address:

8501 Mantle Ave

Oklahoma City, OK 73132

STATE OF Oklahoma
COUNTY OF Oklahoma }ss

On the 23 day of April 20 26, before me personally came to me known, who being duly sworn by me stated that he executed the foregoing assignment and release and for the purposes therein mentioned.

_____
Notary Public

My commission expires

11/20/29

Elizabeth Shirley

ELIZABETH SHIRLEY
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES NOV. 20, 2029
COMMISSION # 25013418

ATTACHMENT A

NAME	AMOUNT OWED
1.	
2.	
3.	
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12.	
13.	
14.	
15.	

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-2003

MEETING OF JUNE 30, 2026

TO: Mayor Rawn and City Council

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

FROM: Matthew Mihalevich, Active Transportation Manager

SUBJECT: **Mission Blvd. Sidewalk Construction (Libby Ln. to Winwood Dr.)**

RECOMMENDATION:
Staff recommends award of Bid #26-36 and authorization of a contract with Milestone Construction Company in the amount of $178,997 for the construction of a sidewalk along the north side of Mission Boulevard from Libby Lane to Winwood Drive, approval of $17,000 in contingency and approval of a budget amendment to recognize revenue in the amount of $50,000 from the Whistler Woods Subdivision Property Owners Association.

BACKGROUND:
Staff was approached by the president of the Whistler Woods Subdivision Property Owners Association regarding the need for a sidewalk along the north side of Mission Boulevard between Libby Lane and Winwood Drive. Currently, a 220-foot sidewalk gap forces residents of the Whistler Woods subdivision to cross busy Mission Boulevard twice in order to access Winwood Drive. Many residents use Winwood Drive as a route for walking and bicycling to Gulley Park. This project would close the existing sidewalk gap, improve pedestrian and bicycle connectivity, and provide a safer alternative for traveling along this section of Mission Boulevard.

DISCUSSION:
The Whistler Woods Subdivision Property Owners Association has committed to contributing $50,000 toward the cost of the sidewalk project. A letter formalizing this commitment is attached.

The sidewalk design was completed by city staff, and a permit has been approved by ARDOT. Bid #26-36 was opened publicly on June 4th, 2026, with five bidders providing bids. Milestone Construction Company being the lowest responsive bidder and the bid tabulation is included. The bid amount is within the engineers' estimate and within the amount of certified funds allowed. The contract time is 120 days for final completion.

BUDGET/STAFF IMPACT:
The total bid amount for the Mission Boulevard sidewalk construction project is $178,997. Including a $17,000 project contingency, the total project cost is $195,997. The Whistler Woods Subdivision Property Owners Association has committed $50,000 toward the project, leaving $145,997 to be funded from the Capital Improvement Project Fund for sidewalk improvements, including contingency. Construction will be managed by City staff.

ATTACHMENTS: 3. Staff Review Form, 4. Budget Amendment, 5. Mission Blvd. Winwood to Libby Sidewalk Plan, 6. Bid 26-36, Bid Tab - Final, 7. Whistler Woods Subdivision POA Letter $50k 4-14-26, 8. 00500-Agreement- Milestone Signed, 9. Bid 26-36, Submittal - Milestone Construction Company, LLC - E, 10. Bid 26-36, City Issued Bid

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

File #: 2026-2003

A RESOLUTION TO AWARD BID 26-36 AND AUTHORIZE A CONTRACT WITH MILESTONE CONSTRUCTION COMPANY IN THE AMOUNT OF $178,997.00 FOR CONSTRUCTION OF A SIDEWALK ALONG THE NORTH SIDE OF MISSION BOULEVARD FROM LIBBY LANE TO WINWOOD DRIVE, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $17,000.00, AND TO RECOGNIZE REVENUE IN THE AMOUNT OF $50,000.00 FROM THE WHISTLER WOODS SUBDIVISION PROPERTY OWNERS ASSOCIATION

WHEREAS, staff was approached by the president of the Whistler Woods Subdivision Property Owners Association regarding the need for a sidewalk along the north side of Mission Boulevard between Libby Land and Winwood Drive because currently 220-foot gap forces residents of the Whistler Woods subdivision to cross busy Mission Boulevard twice to access Winwood Drive; and

WHEREAS, the Whistler Woods Subdivision Property Owners Association has committed to contributing $50,000.00 toward the cost of the sidewalk project; and

WHEREAS, this project will close the existing sidewalk gap, improve pedestrian and bicycle connectivity, and provide a safer alternative for traveling along this section of Mission Boulevard.

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 26-30 and authorizes a contract with Milestone Construction Company in the amount of $178,997.00 for construction of a sidewalk along the north side of Mission Boulevard from Libby Lane to Winwood Drive, and further approves a project contingency in the amount of $17,000.00.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby recognizes revenue in the amount of $50,000.00 from the Whistler Woods Subdivision Property Owners Association.

City of Fayetteville Staff Review Form

2026-2003

Item ID

July, 7th 2026

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

Matt Mihalevich	6/9/2026	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends award of Bid #26-36 and authorization of a contract with Milestone Construction Company in the amount of $178,997 for the construction of a sidewalk along the north side of Mission Boulevard from Libby Lane to Winwood Drive, approval of $17,000 in contingency and approval of a budget adjustment to recognize revenue in the amount of $50,000 from the Whistler Woods Subdivision Property Owners Association.

Budget Impact:

4470.410.8410-5814.00	Sales Tax Capital
Account Number	Fund
02053.2601	Sidewalk Improvements - Libby Ln to Winwood Dr
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	2,146,621.00
		Expenses (Actual+Encum)	$	417,191.65
		Available Budget	$	1,729,429.35
Does item have a direct cost?	Yes	Item Cost	$	195,997.00
Is a Budget Amendment attached?	Yes	Budget Amendment	$	50,000.00
		Remaining Budget	$	1,583,432.35

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	TRANSPORTATION SERVICES (410)	
	Requestor: John Nelson	

BUDGET AMENDMENT/ADJUSTMENT DESCRIPTION:

To award Bid #26-36 in the amount of $178,997 for the construction of a sidewalk along the north side of Mission Boulevard from Libby Lane to Winwood Drive, approval of $17,000 in contingency and to recognize revenue in the amount of $50,000 from the Whistler Woods Subdivision Property Owners Association.

COUNCIL DATE: 7/7/2026

ITEM ID#: **2026-2003**

Holly Black
6/10/2026 7:37 AM

Budget Division Date

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

JOURNAL #:

GLDATE:

CHKD/POSTED: /

RESOLUTION/ORDINANCE

v.202658

	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
TOTAL	50,000	50,000				
4470.410.8410-4420.00	-	50,000	02053	2601	RE	Payments by Property Owners - base
4470.410.8410-5814.00	178,997		02053	2601	EX	Improvements - Sidewalks
4470.410.8410-5911.99	17,000		02053	2601	EX	Contingency - Capital Project
4470.410.8410-5814.00	(145,997)		02053	1	EX	Improvements - Sidewalks
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				

TIE TO EXISTING

WINWOOD DR

25'

2' X 6' THERMOPLASTIC CROSSWALK

ADA LANDING WITH TRUNCATED DOME PANEL

PROPOSED 6' WIDE SIDEWALK

73 LF LARGE SEGMENTAL BLOCK RETAINING WALL (REDI-ROCK) WITH PLATED AMERISTAR BLACK HANDRAIL

FLOWLINE

PLACE 18" LAYER OF 12" TO 18" SIZE RIP RAP

MATCH EXISTING ASPHALT DRIVEWAY

P/L

52 LF LARGE SEGMENTAL BLOCK RETAINING WALL (REDI-ROCK) WITH PLATED AMERISTAR BLACK HANDRAIL

CLEAR AND GRUB APPROX. 5 LARGE TREES

R/W

6% Slope

7.6% Slope

EDGE OF PAVEMENT

MISSION BLVD (HWY. 45)

REMOVE 27 LF CURB & GUTTER AND 15 SY OF SIDEWALK
INSTALL 33 LF 18" CURB & GUTTER
22 SY NEW SIDEWALK RAMPS WITH DOMES AND ADA LANDING

3' TAPER CURB FROM 6 " TO FLUSH

SAWCUT EXISTING EDGE OF ASPHALT

253 LF 18" CURB & GUTTER TYPE "D"

EXTEND 56 LF OF 18" RCP AT 6.5% SLOPE THROUGH RETAINING WALL FLOWLINE OUT 1433.5

EXTEND 3' X 3' RCB ATTACHED TO EXISTING FOOTING SEE DETAIL SHEET

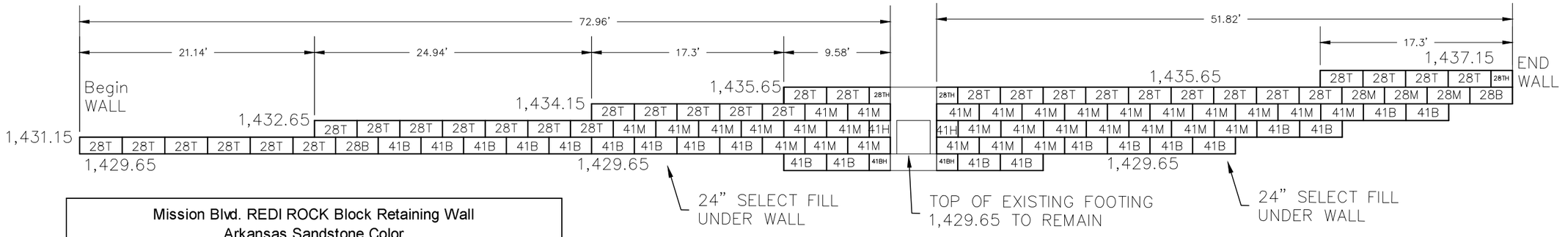
10'

REMOVE 12' EXISTING CURB CONSTRUCT RAMP FOR BIKES

20 0 20

Scale: 1" = 20'

PLAN



Mission Blvd. REDI ROCK Block Retaining Wall Arkansas Sandstone Color		
Plan Code	Item	Quantity
28T H	28 R Top Ledgestone (Half)	3
28T	28 R Top Ledgestone	33
41M H	41 R Middle Ledgestone (Half)	2
41M	41 R Middle Ledgestone	29
41B	41 R Bottom Ledgestone	21
41B H	41 R Bottom Ledgestone (Half)	2

REDI-ROCK WALL PROFILE

SURVEYED BY: JP
DRAWN BY: MPM
FILE NAME: Mission Trail-Winwood to Libby.dwg

TITLE: MISSION BLVD. SIDEWALK
WINWOOD DR. TO LIBBY LN.
CITY OF FAYETTEVILLE

REVISED
-
-

ENGINEERING DIVISION
113 W. MOUNTAIN STREET
PHONE NO. (479) 575-8206 FAX NO. (479) 575-8202
CITY OF FAYETTEVILLE ARKANSAS

DATE: March 11th 2026
SHEET: 1 of 3
PROJECT: MISSION SIDEWALK

CITY OF FAYETTEVILLE ARKANSAS

BID TABULATION

Bid 26-36, Construction - Mission Blvd Sidewalk

Deadline: Thursday, June 4, 2026 at 2:00 PM

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

Rejected

				Milestone Construction Company, LLC		NEC, Inc		Ground Zero Construction, Inc		Steelworx Industrial Group		Goodwin & Goodwin, Inc.	
		Total		$178,997.00		$194,010.00		$199,284.50		$203,487.00		$270,045.00	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Mobilization	1	LS	**$1,463.74**	$1,463.74	$4,100.00	$4,100.00	$4,500.00	$4,500.00	$10,174.35	$10,174.35	$12,000.00	$12,000.00
2	Bonds & Insurance	1	LS	$6,527.96	$6,527.96	$5,344.00	$5,344.00	**$2,450.00**	$2,450.00	$3,052.31	$3,052.31	$25,000.00	$25,000.00
3	Trench & Excavation Safety	1	LS	$260.47	$260.47	**$1.00**	$1.00	$2,500.00	$2,500.00	$3,932.70	$3,932.70	$2,000.00	$2,000.00
4	Construction Control (Staking)	1	LS	$3,125.00	$3,125.00	$2,454.00	$2,454.00	$5,000.00	$5,000.00	$3,932.69	$3,932.69	**$2,000.00**	$2,000.00
5	Traffic Control	1	LS	$25,000.00	$25,000.00	$9,927.00	$9,927.00	**$5,000.00**	$5,000.00	$62,750.00	$62,750.00	$18,000.00	$18,000.00
6	Erosion Control	1	LS	$2,805.69	$2,805.69	**$2,051.00**	$2,051.00	$3,000.00	$3,000.00	$7,166.00	$7,166.00	$2,500.00	$2,500.00
7	Clearing, Grubbing & Demolition (Removal of 5 trees)	1	LS	$14,660.25	$14,660.25	$16,244.00	$16,244.00	$10,000.00	$10,000.00	**$7,166.00**	$7,166.00	$18,000.00	$18,000.00
8	B-Stone Placement (As Directed)	50	CY	$56.57	$2,828.50	$69.00	$3,450.00	$70.00	$3,500.00	**$55.00**	$2,750.00	$85.00	$4,250.00
9	Unclassified Excavation (24" under sidewalk, curb & walls) (Plan Quantity)	217	CY	$27.76	$6,023.92	$45.50	$9,873.50	**$15.00**	$3,255.00	$18.00	$3,906.00	$35.00	$7,595.00
10	Select Fill Placement (under sidewalk, curb, walls and embankment)(Plan Quantity)	493	CY	$26.43	$13,029.99	$58.00	$28,594.00	$28.00	$13,804.00	**$20.00**	$9,860.00	$55.00	$27,115.00
11	4" Class 7 Base (Under curb, sidewalk and wall)(Truck tickets)	54	TON	$77.18	$4,167.72	$117.50	$6,345.00	**$47.00**	$2,538.00	$48.47	$2,617.38	$85.00	$4,590.00
12	4" Thick 4,000 PSI Concrete Sidewalk with fiber & dowels	158	SY	$77.50	$12,245.00	$79.00	$12,482.00	$100.00	$15,800.00	**$74.59**	$11,785.22	$150.00	$23,700.00
13	24" wide truncated dome panels (yellow)	28	SF	**$30.00**	$840.00	$38.50	$1,078.00	$40.00	$1,120.00	$60.00	$1,680.00	$50.00	$1,400.00
14	Thermoplastic Crosswalk (2' wide by 6" long with 2' gap)	7	EA	$125.00	$875.00	**$104.00**	$728.00	$575.00	$4,025.00	$392.86	$2,750.02	$350.00	$2,450.00
15	18" Curb & Gutter (Type D)	286	LF	$29.79	$8,519.94	$60.50	$17,303.00	$35.00	$10,010.00	**$28.80**	$8,236.80	$65.00	$18,590.00
16	Retaining Wall (RediRock)(Arkansas Sandstone Color)(SF Face of Wall)	438	SF	$112.15	$49,121.70	$101.00	$44,238.00	$129.75	$56,830.50	**$71.00**	$31,098.00	$135.00	$59,130.00
17	Handrail (Ameristar Montauge Plus 4' tall with plates)	95	LF	$100.00	$9,500.00	**$94.50**	$8,977.50	$136.00	$12,920.00	$133.55	$12,687.25	$125.00	$11,875.00
18	18" Reinforced Concrete Pipe	56	LF	$138.90	$7,778.40	$113.50	$6,356.00	$100.00	$5,600.00	**$35.00**	$1,960.00	$125.00	$7,000.00
19	Concrete Collar for RCP through Redi-rock wall	1	LS	$1,250.00	$1,250.00	$1,648.00	$1,648.00	$2,500.00	$2,500.00	**$750.00**	$750.00	$1,500.00	$1,500.00
20	3' x 3' Reinforced Concrete Box Culvert Extension (ARDOT Std. RCB-3)	6	LF	**$562.50**	$3,375.00	$688.00	$4,128.00	$2,500.00	$15,000.00	$1,993.38	$11,960.28	$1,250.00	$7,500.00
21	4" thick Topsoil Dress up	386	SY	$7.50	$2,895.00	$7.50	$2,895.00	$42.00	$16,212.00	**$2.50**	$965.00	$15.00	$5,790.00
22	Sod (As Directed)	100	SY	$6.25	$625.00	$13.50	$1,350.00	$7.00	$700.00	**$3.50**	$350.00	$15.00	$1,500.00
23	Hydroseed with contractors blend	386	SY	$2.84	$1,096.24	$2.50	$965.00	**$2.00**	$772.00	$2.50	$965.00	$10.00	$3,860.00
24	12"-18" Shot Rock	8	CY	$60.31	$482.48	$359.50	$2,876.00	$156.00	$1,248.00	**$49.00**	$392.00	$300.00	$2,400.00
25	6" Water Valve Riser to Finished Grade	1	EA	$500.00	$500.00	$602.00	$602.00	$1,000.00	$1,000.00	$600.00	$600.00	**$300.00**	$300.00

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

Trevel Young, Procurement Agent

Kenny Fitch, Sr Procurement Agent

WHISTLER WOODS SUBDIVISION
PROPERTY OWNERS ASSOCIATION
2189 N. Libby LN
Fayetteville, AR 72703

April 13, 2026

Mr. Chris Brown
Public Works Director
City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701

Re: **Mission Blvd Sidewalk - N. Winwood Dr. to N. Libby Lane**

Dear Mr. Brown:

We very much appreciate the collaboration with the City on the Mission Blvd. sidewalk project from N. Winwood to N. Libby Lane. The Whistler Woods Property Owners Association on Libby Lane hereby offer to contribute $50,000 toward the construction cost of the Mission Blvd. sidewalk project. The residents on Libby LN are excited and whole heartedly support this project.

Sincerely,

James E. Jones
Property Owners Association President
2189 N. Libby LN
Fayetteville, AR 72703
jejones2@att.net
501-425-0363

DOCUMENT 00500 – AGREEMENT

BETWEEN OWNER AND CONTRACTOR

Contract Name/Title: MISSION BLVD. SIDEWALK (WINWOOD DR. TO LIBBY LN.) LIGHTING

Contract No.: _____ (to be assigned after City Council approval)

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2026 by and between The City of Fayetteville, Arkansas and Milestone Construction Company (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:

1. Mobilization/Demobilization
2. Traffic control and lane closures according to MUTCD and ARDOT
3. Tree Removal & Trimming where necessary
4. Excavation and select fill placement
5. Installation of precast block retaining wall
6. Installation of curb and gutter
7. Installation of reinforced concrete pipe
8. Installation of crosswalk thermoplastic
9. Extension of box culvert
10. Installation of sidewalk and ADA ramps
11. Complete site restoration including, topsoil, select grading, sod and seed.

ARTICLE 2 - ENGINEER

2.01 The Project has been designed by the City of Fayetteville, who is hereinafter called Engineer. The Engineer assumes all duties and responsibilities, and has the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

3.01 TIME OF THE ESSENCE:

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

3.02 DATES FOR SUBSTANTIAL COMPLETION AND FINAL PAYMENT:

A. The Work will be Substantially Completed within **90** calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS, and completed and ready for final payment in accordance with the GENERAL CONDITIONS within **120** 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 Two Hundred Dollars ($250.00) for each calendar day that expires after the time specified above in Paragraph 3.02 for Substantial

Completion until the Work is Substantially Complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in Paragraph 3.02 for completion and readiness for final payment or any proper extension thereof granted by The City of Fayetteville, Contractor shall pay The City of Fayetteville Two Hundred Dollars ($250.00) for each calendar day that expires after the time specified for completion and readiness for final payment.

ARTICLE 4 - CONTRACT PRICE

4.01 The CITY OF FAYETTEVILLE agrees to pay, and the CONTRACTOR agrees to accept, as full and final compensation for all work done under this agreement, the amount based on the prices bid in the Proposal (BID FORM) 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.

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.

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

5.03 FINAL PAYMENT:

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

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 (issued after City Council approval and when the City is ready to start).

    b. Contractor's Bid.

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

3. Performance, Payment, and other Bonds. (Required after City Council approval).

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 MISSION BLVD. SIDEWALK

8. 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.

OTHER PROVISIONS: Not Applicable.

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

DOCUMENT 00500 – AGREEMENT (continued)

This Agreement will be effective on _____, 2026, which is the Effective Date of the Agreement.

MILESTONE CONSTRUCTION COMPANY	CITY OF FAYETTEVILLE
Name Written: Sam R. Hollis	Name Written: Molly Rawn
Signature: Sam R. Hollis	Signature: _____
Title: PRESIDENT	Title: Mayor
(SEAL)	(SEAL)
Attest _____	Attest _____

DOCUMENT 00500 – AGREEMENT (continued)

Address for giving notices

Milestone Construction Company, LLC
2002 S. 48th St Springdale, AR 72762

License No. 015605042 7

Agent for Service of process

Sam Hollis

Address for giving notices

113 W. Mountain Street
Fayetteville AR, 72701

(attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement)

(If Contractor is a corporation, attach evidence of authority to sign.)

Approved As to Form:

By: _____

Attorney For: _____

END OF DOCUMENT 00500

Search Incorporations, Cooperatives, Banks and Insurance Companies

This is only a preliminary search and no guarantee that a name is available for initial filing until a confirmation has been received from the Secretary of State after filing has been processed Please review our NAME AVAILABILITY GUIDELINES HERE prior to searching for a new entity name.

Printer Friendly Version

LLC Member information is now confidential per Act 865 of 2007

Use your browser's back button to return to the Search Results

Begin New Search

For service of process contact the Secretary of State's office.

Corporation Name	MILESTONE CONSTRUCTION COMPANY, LLC
Fictitious Names	
Filing #	800044464
Filing Type	Limited Liability Company
Filed under Act	Domestic LLC; 1003 of 1993
Status	Good Standing
Principal Address	
Reg. Agent	SAM R. HOLLIS
Agent Address	2002 S. 48TH ST. SPRINGDALE, AR 72762
Date Filed	10/20/2004
Officers	SEE FILE, Incorporator/Organizer GINA R. MORAN , Tax Preparer
Foreign Name	N/A
Foreign Address	
State of Origin	N/A

Purchase a Certificate of Good Standing for this Entity

Pay Franchise Tax for this corporation

Bid 26-36 Addendum 3
Milestone Construction Company, LLC
Milestone Construction Company, LLC
Supplier Response

Event Information

Number: Bid 26-36 Addendum 3
Title: Construction - Mission Blvd Sidewalk
Type: Invitation to Bid
Issue Date: 5/10/2026
Deadline: 6/4/2026 02:00 PM (CT)
Notes: The City of Fayetteville, AR is accepting sealed bids from properly licensed professionals for the installation of a sidewalk along the north side of Mission Blvd. between Winwood Dr. and Libby Ln. in east Fayetteville. The project includes, but is not limited to, tree removal, excavation, select fill placement, precast retaining wall, reinforced concrete pipe extension, reinforced box culvert extension, curb & gutter, crosswalk striping, sidewalk, and ramps as indicated in the plans and specifications. 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

Milestone Construction Company, LLC Information

Contact: Kelli Gemmell
Address: 2002 S. 48th Street Suite A
ste A
Springdale, AR 72762
Phone: (479) 751-3560 x207
Fax: (479) 751-4841
Email: kgemmell@mstonecc.com
Web Address: mstonecc.com

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

Erin Metcalf
Signature

emetcalf@mstonecc.com
Email

Submitted at 6/4/2026 11:30:10 AM (CT)

Requested Attachments

Signature Forms for Bid 26-36

Signature Forms.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 26-36

Bid Bond- 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.

Response Attachments

Contractor License.pdf

Contractor License

COI.pdf

COI

Bid Attributes

1	**Arkansas Secretary of State Filing Number:** 800044464
2	**Arkansas Contractor License Number:** *Contractor's License must have a classification relating to the scope of this project.* 0156050427

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 Total Bid, excluding Bonds & Insurance and Trench & Excavation Safety)	Quantity: 1	UOM: LS	Price:	$1,463.74	Total: $1,463.74
2	Bonds & Insurance	Quantity: 1	UOM: LS	Price:	$6,527.96	Total: $6,527.96
3	Trench & Excavation Safety	Quantity: 1	UOM: LS	Price:	$260.47	Total: $260.47
4	Construction Control (Staking)	Quantity: 1	UOM: LS	Price:	$3,125.00	Total: $3,125.00
5	Traffic Control	Quantity: 1	UOM: LS	Price:	$25,000.00	Total: $25,000.00
6	Erosion Control	Quantity: 1	UOM: LS	Price:	$2,805.69	Total: $2,805.69
7	Clearing, Grubbing & Demolition (Removal of 5 trees)	Quantity: 1	UOM: LS	Price:	$14,660.25	Total: $14,660.25
8	B-Stone Placement (As Directed)	Quantity: 50	UOM: CY	Price:	$56.57	Total: $2,828.50

9	Unclassified Excavation (24" under sidewalk, curb & walls) (Plan Quantity)					
	Quantity: 217	UOM: CY	Price:	$27.76	Total:	$6,023.92
10	Select Fill Placement (under sidewalk, curb, walls and embankment)(Plan Quantity)					
	Quantity: 493	UOM: CY	Price:	$26.43	Total:	$13,029.99
11	4" Class 7 Base (Under curb, sidewalk and wall)(Truck tickets)					
	Quantity: 54	UOM: TON	Price:	$77.18	Total:	$4,167.72
12	4" Thick 4,000 PSI Concrete Sidewalk with fiber & dowels					
	Quantity: 158	UOM: SY	Price:	$77.50	Total:	$12,245.00
13	24" wide truncated dome panels (yellow)					
	Quantity: 28	UOM: SF	Price:	$30.00	Total:	$840.00
14	Thermoplastic Crosswalk (2' wide by 6" long with 2' gap)					
	Quantity: 7	UOM: EA	Price:	$125.00	Total:	$875.00
15	18" Curb & Gutter (Type D)					
	Quantity: 286	UOM: LF	Price:	$29.79	Total:	$8,519.94
16	Retaining Wall (RediRock)(Arkansas Sandstone Color)(SF Face of Wall)					
	Quantity: 438	UOM: SF	Price:	$112.15	Total:	$49,121.70
17	Handrail (Ameristar Montauge Plus 4' tall with plates)					
	Quantity: 95	UOM: LF	Price:	$100.00	Total:	$9,500.00
18	18" Reinforced Concrete Pipe					
	Quantity: 56	UOM: LF	Price:	$138.90	Total:	$7,778.40
19	Concrete Collar for RCP through Redi-rock wall					
	Quantity: 1	UOM: LS	Price:	$1,250.00	Total:	$1,250.00
20	3' x 3' Reinforced Concrete Box Culvert Extension (ARDOT Std. RCB-3)					
	Quantity: 6	UOM: LF	Price:	$562.50	Total:	$3,375.00
21	4" thick Topsoil Dress up					
	Quantity: 386	UOM: SY	Price:	$7.50	Total:	$2,895.00
22	Sod (As Directed)					
	Quantity: 100	UOM: SY	Price:	$6.25	Total:	$625.00
23	Hydroseed with contractors blend					
	Quantity: 386	UOM: SY	Price:	$2.84	Total:	$1,096.24
24	12"-18" Shot Rock					
	Quantity: 8	UOM: CY	Price:	$60.31	Total:	$482.48

25	6" Water Valve Riser to Finished Grade					
	Quantity: 1	UOM: EA	Price:	$500.00	Total:	$500.00

Response Total: $178,997.00

CITY OF
FAYETTEVILLE
ARKANSAS

Project Check List

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

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

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

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

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

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

[X] **Additional Information Requested**:

- AR Secretary of State Filing #: 800444464 OR submit electronically.
- Arkansas Contractor License #: 0156050427 OR submit electronically.
- SAM Unique Entity Identifier #: JYM2MLDEE6F1 OR submit electronically.
- Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.
  - Submit electronically or circle applicable answer: (YES) *or* NO
- Pursuant Arkansas Code Annotated §25-1-1002, the Contractor agrees and certifies that they do not currently boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-1002. If at any time during the contract the contractor decides to boycott Energy, Fossil Fuel, Firearms, and/or Ammunition Industries, the contractor must notify the contracted public entity in writing.
  - Submit electronically or circle applicable answer: (YES) *or* NO

SECTION 02
BID FORM

Bid Number: 26-36, Construction – Mission Blvd Sidewalk

BID TO:

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

BID FROM:

Bidder: Milestone Construction Company, LLC
2002 S. 48th Street
Springdale, AR 72762

ARTICLE 1 - INTENT

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

ARTICLE 2 - TERMS AND CONDITIONS

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

ARTICLE 3 - BIDDER'S REPRESENTATIONS

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

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

Number	Date
#001	5-13-26
#002	5-22-26
#003	5-29-26

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

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

D. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

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

F. Bidder has given Purchasing Division written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by Purchasing Division is acceptable to Bidder.

G. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

H. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or

solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.

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

J. The bid security attached in the sum of $ 5% is to become the property of the Owner in the event the contract and bond are not executed within the time set forth above, as liquidated damages for the delay and additional expense to the Owner caused thereby.

ARTICLE 4 - CONTRACT TIMES

5.01 Bidder agrees that the Work will be substantially completed and completed and ready for final payment 90 consecutive calendar days from the date established in a written notice to proceed. Total completion shall be 120 consecutive calendar days from the date established in a written notice to proceed. The bidder agrees to pay liquidated damages for each consecutive calendar day thereafter the total completion time.

5.02 Bidder accepts the provisions as to liquidated damages in the event of failure to complete the Work within the total completion time. Liquidated damages in the sum of $ 250.00 for each consecutive calendar day thereafter will be assessed.

ARTICLE 5 – TERMINOLOGY

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

SUBMITTED on June 4, 20 26.

Arkansas State Contractor License No. 0156050427

If Bidder is:

An Individual

Name (type or printed): _____

By: _____(SEAL)

(Individual's Signature)

Doing business as: _____

Business address: _____

_____

Phone No.: _____ FAX No.: _____

Tax ID No.: _____ UEI No.: _____

A Partnership

Partnership Name: _____(SEAL)

By: _____

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

Name (type or printed): _____

Business address: _____

_____

Phone No.: _____ FAX No.: _____

Tax ID No.: _____ UEI No.: _____

A Corporation

Corporation Name: Milestone Construction Company, LLC (SEAL)

State of Incorporation: Arkansas

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

By: Sam R Hollis
(Signature – attach evidence of authority to sign)

Name (type or printed): Sam Hollis

Title: President

(CORPORATE SEAL)

Attest: Renata H
(Signature of Corporate Secretary)

Business address: 2002 S. 48th Street
Springdale, AR 72762

Phone No.: 479-751-3560 FAX No.: 479-751-4841

Tax ID No.: 14-1916629 UEI No.: JYM2MLDCE6F7

END OF SECTION 02 – BID FORM

CITY OF FAYETTEVILLE, ARKANSAS:

BID 26-36, CONSTRUCTION – MISSION BLVD SIDEWALK

SECTION 03 – LIST OF SUBCONTRACTORS

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

BID 26-36, CONSTRUCTION – MISSION BLVD SIDEWALK

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

Subcontractor's Work	Subcontractor's Name and Address	Expected Percentage or Value
Clearing/Demolition	Gall Excavation	20%
Mechanical		
Plumbing		
Electrical		
Roofing/Sheet Metal		
Other (designate)		

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

Samuel Hollis

Bidder's Signature

CITY OF FAYETTEVILLE, ARKANSAS:

BID 26-36, CONSTRUCTION – MISSION BLVD SIDEWALK

Section 04

CONTRACTOR REFERENCES

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

COMPANY NAME: Milestone Construction Company, LLC

NUMBER OF YEARS IN BUSINESS: 22 years HOW LONG IN PRESENT LOCATION: 22 years

TOTAL NUMBER OF CURRENT EMPLOYEES: 51 FULL TIME Ø PART TIME

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: 2 FULL TIME _____ PART TIME

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

1. City of Bentonville Parks
COMPANY NAME
Bentonville, AR 72712
CITY, STATE, ZIP
Wade Tomlinson
CONTACT PERSON
479-271-3392
TELEPHONE
Several Parks 24-26
DATE COMPLETED
Wade.Tomlinson@bentonville.ar.gov
E-MAIL ADDRESS

2. City of Springdale Parks
COMPANY NAME
Springdale, AR
CITY, STATE, ZIP
Eric Carr
CONTACT PERSON
479-263-4245
TELEPHONE
CL-Willie George Park 2024
DATE COMPLETED
ecarr@springdalear.gov
E-MAIL ADDRESS

3. City of Bentonville
COMPANY NAME
Bentonvike, AR 72712
CITY, STATE, ZIP
Josh Stacey
CONTACT PERSON
479-418-8653
TELEPHONE
Several Projects 24-Current
DATE COMPLETED
Josh.Stacey@bentonville.ar.gov
E-MAIL ADDRESS

4. City of Fayetteville
COMPANY NAME
Fayetteville, AR
CITY, STATE, ZIP
Matthew Mihalevich
CONTACT PERSON
479-422-7447
TELEPHONE
2025
DATE COMPLETED
mmihalevich@fayetteville.ar.gov
E-MAIL ADDRESS

Search Incorporations, Cooperatives, Banks and Insurance Companies

This is only a preliminary search and no guarantee that a name is available for initial filing until a confirmation has been received from the Secretary of State after filing has been processed Please review our NAME AVAILABILITY GUIDELINES HERE prior to searching for a new entity name.

Printer Friendly Version

LLC Member information is now confidential per Act 865 of 2007

Use your browser's back button to return to the Search Results

Begin New Search

For service of process contact the Secretary of State's office.

Corporation Name	MILESTONE CONSTRUCTION COMPANY, LLC
Fictitious Names	
Filing #	800044464
Filing Type	Limited Liability Company
Filed under Act	Domestic LLC; 1003 of 1993
Status	Good Standing
Principal Address	
Reg. Agent	SAM R. HOLLIS
Agent Address	2002 S. 48TH ST. SPRINGDALE, AR 72762
Date Filed	10/20/2004
Officers	SEE FILE, Incorporator/Organizer GINA R. MORAN , Tax Preparer
Foreign Name	N/A
Foreign Address	
State of Origin	N/A

Purchase a Certificate of Good Standing for this Entity

Pay Franchise Tax for this corporation

License No. 0156050427

ID #19266

State of Arkansas

Commercial Contractors Licensing Board

MILESTONE CONSTRUCTION COMPANY, LLC
2002 S 48TH ST
SPRINGDALE, AR 72762

This is to Certify That MILESTONE CONSTRUCTION COMPANY, LLC

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

BUILDING
- (COMMERCIAL & RESIDENTIAL)
MUNICIPAL & UTILITY CONSTRUCTION

This contractor has an unlimited suggested bid limit.

from April 10, 2026 **until** April 30, 2027 **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

April 10, 2026 - dsa

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/16/2025

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

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

PRODUCER Sterling Seacrest Pritchard, Inc. 9900 Maumelle Blvd Suite B North Little Rock AR 72113 License#: 70726	**CONTACT NAME:** Grant Huddleston **PHONE (A/C, No, Ext):** 501-251-1965 **FAX (A/C, No):** **E-MAIL ADDRESS:** ghuddleston@sspins.com
INSURED Milestone Construction Co., LLC 2002 South 48th Street Springdale AR 72762 MILECON-02	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Amerisure Mutual Insurance Co — 23396 **INSURER B :** Atlantic Specialty Insurance Co — 27154 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 13654918 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Blkt Contractual X XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	CPP20262172202	12/1/2025	12/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	CA20262142202	12/1/2025	12/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0	Y	Y	CU20336522002	12/1/2025	12/1/2026	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC20262352102	12/1/2025	12/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Blanket Builders Risk			790021010-0009	12/1/2025	12/1/2026	Limit Per Jobsite Deductible Wind/Hail Deductible	$10,000,000 $2,500 $5,000

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

Blanket Builders Risk Sub Limits - $1,500,000 Frame Construction / $5,500,000 Joisted Masonry Construction.
The following applies when required in a written contract or agreement: Certificate holder and owner are included as additional insureds on a primary and non-contributory basis with respect to General Liability (including completed operations), Auto Liability and Umbrella. Waiver of subrogation is provided on General Liability, Auto Liability, Umbrella and Workers Compensation.

CERTIFICATE HOLDER

***For Bidding Purposes

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Milestone Construction Company, LLC
2002 S. 48th Street, Suite A
Springdale, AR 72762

SURETY:
(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER:
(Name, legal status and address)

City of Fayetteville, Arkansas

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

PROJECT:
(Name, location or address, and Project number, if any)

Mission Blvd Sidewalk

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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

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

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

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

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Signed and sealed this 4th day of June , 2026

E Metcalf
(Witness)

Milestone Construction Company, LLC
(Contractor as Principal) (Seal)

Sam A Hollis PRESIDENT
(Title)

Travelers Casualty and Surety Company of America
(Surety) (Seal)

Jill Griffin
(Witness)

W H Griffin
(Title) William H. Griffin, Attorney-in-Fact

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TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **William H Griffin** of **NORTH LITTLE ROCK** , **Arkansas** , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **4th** day of **June** , **2026** .

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

City of Fayetteville, Arkansas
Procurement Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8258
TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

Bid 26-36, Construction – Mission Blvd Sidewalk

DEADLINE: Tuesday, June 2, 2026 before 2:00 PM, Local Time
PRE-BID MEETING: Tuesday, May 19, 2026 at 10:00 AM
SR. PROCUREMENT AGENT: Kenny Fitch, kfitch@fayetteville-ar.gov
DATE OF ISSUE & ADVERTISEMENT: 05/10/2026 & 05/17/2026

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 – **187 Total Pages**
FILE #02: PLANS – **8 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 26-36, Construction – Mission Blvd Sidewalk

The City of Fayetteville, AR is accepting sealed bids from properly licensed professionals for the installation of a sidewalk along the north side of Mission Blvd. between Winwood Dr. and Libby Ln. in east Fayetteville. The project includes, but is not limited to, tree removal, excavation, select fill placement, precast retaining wall, reinforced concrete pipe extension, reinforced box culvert extension, curb & gutter, crosswalk striping, sidewalk, and ramps as indicated in the plans and specifications. 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, May 21, 2026, at 10:00 AM. Details regarding the pre-bid meeting are available on the project page on the City's electronic bidding platform. All interested parties are encouraged to attend.

Bidding documents, plans, plan holders, and addenda shall be obtained at the City of Fayetteville Procurement Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All bids shall be received by Tuesday, June 2, 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: 05.10.26 & 05.17.26
This publication was paid for by the Procurement Division of the City of Fayetteville, Arkansas.
Amount paid: $445.88

CITY OF
FAYETTEVILLE
ARKANSAS

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SECTION 01
INSTRUCTIONS TO BIDDERS

PART ONE - DEFINED TERMS

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

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

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

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

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

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

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

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

PART TWO - COPIES OF BIDDING DOCUMENTS

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

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

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

PART THREE - EXAMINATION OF SITE AND CONTRACT DOCUMENTS

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

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

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

3.3 Bidders shall promptly notify the Procurement Division of all conflicts, errors, ambiguities, or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.

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

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

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

3.7 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 3, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means,

methods, techniques, sequences, or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Documents, that Bidder has given Project Manager written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Contract Documents and that the written resolutions thereof by Project Manager are acceptable to Bidder, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

3.8 Mobilization shall not exceed 5% of bid total, excluding Bonds & Insurance and Trench & Excavation Safety.

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

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

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

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

4.1 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by City of Fayetteville unless otherwise provided in the Contract Documents.

PART FIVE - INTERPRETATION OF CONTRACT DOCUMENTS AND ADDENDA

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

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

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

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

PART SIX - APPROXIMATE ESTIMATE OF QUANTITIES

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

PART SEVEN - UNIT PRICES

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

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

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

PART EIGHT - BID FORM

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

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

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

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

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

PART NINE - SIGNATURE ON BIDS

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

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

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

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

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

9.6 A State of Arkansas Contractor's License is required prior to the bid deadline and registration with the Arkansas Secretary of State shall be valid and current at the time of Contract award.

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

PART TEN - BID BOND

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

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

PART ELEVEN - PERFORMANCE BOND AND PAYMENT BOND

11.1 NOTICE TO PROCEED, BONDS AND ORDERING PROCEDURES

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

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

c. The Notice of Award shall serve as permission for the Contractor to order any materials needed to complete the project, specifically those with a long lead time.

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

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

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

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

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

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

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

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

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

PART TWELVE – INSURANCE REQUIREMENTS

12.1 The successful bidder shall provide a Certificate of Insurance in accordance with the following guidelines, prior to commencement of any work: $1,000,000 Commercial Liability, Statutory Worker's Compensation, and General Automotive, if applicable. **SUCH CERTIFICATE SHALL LIST THE CITY OF FAYETTEVILLE AS AN ADDITIONAL INSURED. LISTING THE CITY OF FAYETTEVILLE AS A CERTIFICATE HOLDER ONLY IS NOT AN ACCEPTABLE SUBSTITUTE. CERTIFICATE OF INSURANCE MUST INCLUDE THE ENDORSEMENT SHOWING THE CITY OF FAYETTEVILLE LISTED AS AN ADDITIONAL INSURED.** Insurance shall remain valid, when applicable, throughout project completion.

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

PART THIRTEEN - CONTRACT TIME

13.1 Bidder agrees that the Work shall be substantially completed within __**90**__ consecutive calendar days from the date established in the written notice to proceed. Total completion (completed and ready for final payment) shall be __120__ consecutive calendar days from the date established in the written notice to proceed. The bidder agrees to pay liquidated damages for each consecutive calendar day thereafter the total completion time.

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

PART FOURTEEN - LIQUIDATED DAMAGES

14.1 Bidder accepts the provisions as to liquidated damages in the event of failure to complete the Work within the total completion time. Liquidated damages in the sum of __**$250.00**__ for each consecutive day thereafter will be assessed.

PART FIFTEEN – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

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

PART SIXTEEN - SUBSTITUTE AND "OR EQUAL" ITEMS

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

PART SEVENTEEN - QUALIFICATIONS AND RESPONSIBILITY OF BIDDERS

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

17.2 CERTIFICATION OF FUNDS:

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

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

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

17.3 DEDUCTIVE ALTERNATES:

This bid does not include deductive alternate(s).

PART EIGHTEEN - DISQUALIFICATIONS OF BIDDERS

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

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

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

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

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

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

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

PART NINETEEN - OPENING OF BIDS

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

PART TWENTY - EVALUATION OF BIDS

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

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

20.3 City of Fayetteville may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. City of Fayetteville also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Selection.

PART TWENTY-ONE - RIGHT TO REJECT BIDS

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

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

PART TWENTY-TWO - AWARDING OF CONTRACT

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

PART TWENTY-THREE - RETAINAGE

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

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

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

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

PART TWENTY-FOUR - SIGNING OF AGREEMENT

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

PART TWENTY-FIVE - MATERIALS GUARANTY

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

PART TWENTY-SIX - FAMILIARITY WITH LAWS

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

PART TWENTY-SEVEN - INDEMNIFICATION

27.1 To the extent of the limits of the Contractor's Commercial General Liability Insurance, the Contractor shall indemnify and hold harmless the City of Fayetteville against any and all liability, claims, demands, damages, losses, and expenses, including attorneys' fees, in connection with or arising out of any damage or alleged damage to any of the City's existing adjacent property, including personal property, that may arise from the performance of the Work, to the extent caused by the negligent or intentionally wrongful acts or omissions of the Contractor, Subcontractor, Supplier, Sub subcontractor, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

PART TWENTY-EIGHT - MISCELLANEOUS

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

END OF SECTION 01 – INSTRUCTIONS TO BIDDERS

SECTION 02
BID FORM

Bid Number: 26-36, Construction – Mission Blvd Sidewalk

BID TO:

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

BID FROM:

Bidder: _____
_____
_____
_____

ARTICLE 1 - INTENT

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

ARTICLE 2 - TERMS AND CONDITIONS

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

ARTICLE 3 - BIDDER'S REPRESENTATIONS

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

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

Number	Date
_____	_____
_____	_____
_____	_____
_____	_____

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

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

D. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

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

F. Bidder has given Purchasing Division written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by Purchasing Division is acceptable to Bidder.

G. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

H. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or

solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.

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

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

ARTICLE 4 - CONTRACT TIMES

5.01 Bidder agrees that the Work will be substantially completed and completed and ready for final payment __90__ consecutive calendar days from the date established in a written notice to proceed. Total completion shall be __120__ consecutive calendar days from the date established in a written notice to proceed. The bidder agrees to pay liquidated damages for each consecutive calendar day thereafter the total completion time.

5.02 Bidder accepts the provisions as to liquidated damages in the event of failure to complete the Work within the total completion time. Liquidated damages in the sum of $__250.00__ for each consecutive calendar day thereafter will be assessed.

ARTICLE 5 – TERMINOLOGY

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

SUBMITTED on _____, 20_____.

Arkansas State Contractor License No. _____

If Bidder is:

An Individual

Name (type or printed): _____

By: _____(SEAL)

(Individual's Signature)

Doing business as: _____

Business address: _____

_____

Phone No.: _____ FAX No.: _____

Tax ID No.: _____ UEI No.: _____

A Partnership

Partnership Name: _____(SEAL)

By: _____

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

Name (type or printed): _____

Business address: _____

_____

Phone No.: _____ FAX No.: _____

Tax ID No.: _____ UEI No.: _____

A Corporation

Corporation Name: _____(SEAL)

State of Incorporation: _____

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

_____

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

Name (type or printed): _____

Title: _____

(CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Business address: _____

_____

Phone No.: _____ FAX No.: _____

Tax ID No.: _____ UEI No.: _____

END OF SECTION 02 – BID FORM

CITY OF FAYETTEVILLE, ARKANSAS:

BID 26-36, CONSTRUCTION – MISSION BLVD SIDEWALK

SECTION 03 – LIST OF SUBCONTRACTORS

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

BID 26-36, CONSTRUCTION – MISSION BLVD SIDEWALK

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

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

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

_____

Bidder's Signature

CITY OF FAYETTEVILLE, ARKANSAS:

BID 26-36, CONSTRUCTION – MISSION BLVD SIDEWALK

Section 04

CONTRACTOR REFERENCES

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

COMPANY NAME: _____

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

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

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

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

1. _____
COMPANY NAME

_____
CITY, STATE, ZIP

_____
CONTACT PERSON

_____
TELEPHONE

_____
DATE COMPLETED

_____
E-MAIL ADDRESS

2. _____
COMPANY NAME

_____
CITY, STATE, ZIP

_____
CONTACT PERSON

_____
TELEPHONE

_____
DATE COMPLETED

_____
E-MAIL ADDRESS

3. _____
COMPANY NAME

_____
CITY, STATE, ZIP

_____
CONTACT PERSON

_____
TELEPHONE

_____
DATE COMPLETED

_____
E-MAIL ADDRESS

4. _____
COMPANY NAME

_____
CITY, STATE, ZIP

_____
CONTACT PERSON

_____
TELEPHONE

_____
DATE COMPLETED

_____
E-MAIL ADDRESS

CITY OF FAYETTEVILLE, ARKANSAS:
BID 26-36, CONSTRUCTION – MISSION BLVD SIDEWALK

SECTION 05
BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we

_____

_____

_____

as Principal, hereinafter called the Principal, and

_____

_____

_____

a corporation duly organized under the laws of the State of _____ as Surety, hereinafter called Surety, are held and firmly bound unto

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

as Obligee, hereinafter called Owner, in the sum of _____
_____ Dollars ($_____), for the payment of which sum, well and truly to be made, Principal and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted a Bid for:

BID 26-36, CONSTRUCTION – MISSION BLVD SIDEWALK

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

CITY OF FAYETTEVILLE, ARKANSAS:
BID 26-36, CONSTRUCTION – MISSION BLVD SIDEWALK

Signed and sealed this _____ day of _____ 20_____.

PRINCIPAL (CORPORATE SEAL)

_____

By _____

_____

SURETY

_____

By _____

_____

ATTORNEY-IN-FACT (CORPORATE SEAL)

_____

_____

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

END OF SECTION 05

CITY OF FAYETTEVILLE, ARKANSAS:

BID 26-36, CONSTRUCTION – MISSION BLVD SIDEWALK

SECTION 06
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____

_____

_____

as Principal, hereinafter called Contractor, and

_____

_____

_____

as Surety, hereinafter called Surety, are held and firmly bound unto

City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

as Obligee, hereinafter called Owner, in the amount of **$_____**, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written Agreement dated _____, 20_____, entered into a contract with Owner for **BID 26-36, CONSTRUCTION – MISSION BLVD SIDEWALK** which contract is by reference made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner. Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations, thereunder, the Surety may promptly remedy the default, or shall promptly:

A. Complete the Contract in accordance with its terms and conditions, or

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

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

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

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

Signed and sealed this _____ day of _____ 20_____.

CONTRACTOR (CORPORATE SEAL)

_____

By _____

_____

SURETY COUNTERSIGNED: Resident Agent

State of Arkansas

_____ _____

By _____ By _____

_____ _____

ATTORNEY-IN-FACT (CORPORATE SEAL)

_____

_____

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

Approved as to Form:

_____

_____

Attorney for _____

CITY OF FAYETTEVILLE, ARKANSAS:
BID 26-36, CONSTRUCTION – MISSION BLVD SIDEWALK

SECTION 07
LABOR AND MATERIAL PAYMENT BOND

This Bond is issued simultaneously with the Performance Bond in favor of Owner conditioned on the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS: that

_____

_____

_____

as Principal, hereinafter called Contractor, and

_____

_____

_____

as Surety, hereinafter called Surety, are held and firmly bound unto

City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of **$_____**, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written Agreement dated _____, 20_____, entered into a contract with Owner for **BID 26-36, CONSTRUCTION – MISSION BLVD SIDEWALK** which contract is by reference made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

A. A claimant is defined as one having a direct contract with the Contractor or with a Subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.

B. The above-named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of 90 days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this Bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

C. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant other than one having a direct contract with Principal, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety within 90 days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to Contractor, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid Project is located, save that such service need not be made by a public officer.

2. After the expiration of one year following the date on which Contractor ceased Work on the Contract, it being understood, however, that if any limitation embodied in this Bond is prohibited by any Law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such Law.

3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

D. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this Bond.

CITY OF FAYETTEVILLE, ARKANSAS:
BID 26-36, CONSTRUCTION – MISSION BLVD SIDEWALK

Signed and sealed this _____ day of _____ 20_____.

CONTRACTOR

(CORPORATE SEAL)

_____

By _____

_____

SURETY

COUNTERSIGNED: Resident Agent

State of Arkansas

_____

By _____

_____

By _____

_____

ATTORNEY-IN-FACT

(CORPORATE SEAL)

_____

_____

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

Approved as to Form:

_____

_____

Attorney for _____

DOCUMENT 00500 – AGREEMENT

BETWEEN OWNER AND CONTRACTOR

Contract Name/Title: MISSION BLVD. SIDEWALK (WINWOOD DR. TO LIBBY LN.) LIGHTING

Contract No.: _____ (to be assigned after City Council approval)

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:

1. Mobilization/Demobilization
2. Traffic control and lane closures according to MUTCD and ARDOT
3. Tree Removal & Trimming where necessary
4. Excavation and select fill placement
5. Installation of precast block retaining wall
6. Installation of curb and gutter
7. Installation of reinforced concrete pipe
8. Installation of crosswalk thermoplastic
9. Extension of box culvert
10. Installation of sidewalk and ADA ramps
11. Complete site restoration including, topsoil, select grading, sod and seed.

ARTICLE 2 - ENGINEER

2.01 The Project has been designed by the City of Fayetteville, who is hereinafter called Engineer. The Engineer assumes all duties and responsibilities, and has the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

3.01 TIME OF THE ESSENCE:

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

3.02 DATES FOR SUBSTANTIAL COMPLETION AND FINAL PAYMENT:

A. The Work will be Substantially Completed within **90** calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS, and completed and ready for final payment in accordance with the GENERAL CONDITIONS within **120** 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 Two Hundred Dollars ($250.00) for each calendar day that expires after the time specified above in Paragraph 3.02 for Substantial

Completion until the Work is Substantially Complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in Paragraph 3.02 for completion and readiness for final payment or any proper extension thereof granted by The City of Fayetteville, Contractor shall pay The City of Fayetteville Two Hundred Dollars ($250.00) for each calendar day that expires after the time specified for completion and readiness for final payment.

ARTICLE 4 - CONTRACT PRICE

4.01 The CITY OF FAYETTEVILLE agrees to pay, and the CONTRACTOR agrees to accept, as full and final compensation for all work done under this agreement, the amount based on the prices bid in the Proposal (BID FORM) 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.

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.

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

5.03 FINAL PAYMENT:

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

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 (issued after City Council approval and when the City is ready to start).

    b. Contractor's Bid.

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

3. Performance, Payment, and other Bonds. (Required after City Council approval).

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 MISSION BLVD. SIDEWALK

8. 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.

OTHER PROVISIONS: Not Applicable.

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

This Agreement will be effective on _____, 2026, which is the Effective Date of the Agreement.

_____	CITY OF FAYETTEVILLE _____
Name Written: _____	Name Written: Molly Rawn _____
Signature: _____	Signature: _____
Title: _____	Title: Mayor _____
(SEAL)	(SEAL)
Attest _____	Attest _____

Address for giving notices

_____

_____

License No. _____

Agent for Service of process

_____

(If Contractor is a corporation, attach evidence of authority to sign.)

Address for giving notices

113 W. Mountain Street

Fayetteville AR, 72701

(attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement)

Approved As to Form:

By: _____

Attorney For: _____

END OF DOCUMENT 00500

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.

(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.

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.

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 permission granted directly from the Mayor's office and in coordination with the Fayetteville Fire Department. It is the Contractor's responsibility to determine prior to bidding whether or not a burn permit will be approved and issued. When perishable material is burned, it shall be under the constant care of a competent watcher. Burning shall be accomplished at such times and in such manner that the surrounding vegetation, adjacent property, or anything designated to remain on the right-of-way will not be jeopardized. Contractor shall cease all burning when meteorological conditions are unsuitable for burning operations. Materials and debris that cannot be burned shall be removed from the right-of-way and disposed of at locations off the project.

Contractor shall have proposed dump sites for waste material approved by the City of Fayetteville prior to disposition of any waste onto these sites.

The materials, labor, equipment, and expense of the final cleaning up of the Project will not be paid for separately, but full compensation therefore will be considered included in the contract unit prices bid for the various items in the Contract.

109.08 Failure to Complete Work on Time. Time is an essential element of the Contract and it is important that the Work be pressed vigorously to completion. The cost to the Owner of the administration of the Contract, including engineering, inspection, and supervision, will be increased as the time occupied in the Work is lengthened. The public is subject to detriment and inconvenience when full use cannot be made of the Project.

The Owner shall be entitled to recover from the Contractor all ascertainable damages arising from the delay in completion. Said damages shall include, without limitation, all engineering, inspection, supervision, and legal expenses directly incurred by the Owner because of such delay.

Additionally, Contractor agrees that the Owner and/or public will suffer other damage or financial loss if the Work is not completed on time or within any time extensions allowed in accordance with the Contract Documents. Contractor and Owner agree that proof of the exact amount of any such damage or loss is difficult to determine. Accordingly, Contractor agrees to pay the sums stated in the proposal and Contract as liquidated damages and not as penalty for each calendar day or part thereof that the Work remains uncompleted after the contract time has expired.

Should the amount otherwise due the Contractor be less than the amount of such damages provided above, the Contractor and the Surety shall be liable to the Owner for such deficiency.

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. Trees not shown for removal on the plans, but are in direct conflict of construction, shall also be cleared and grubbed. Undisturbed and sound stumps and nonperishable solid objects located more than two feet below subgrade and slope of embankments may remain in place. When authorized, stumps and nonperishable solid objects that are located more than 1 foot below the ground line may remain if they are located outside the construction limits of excavation and embankment areas.

Trees and other vegetation to be preserved shall be carefully protected from abuse, marring, or damage during construction operations. Repair of damage to bark, limbs, or roots of trees or vegetation designated to remain shall be repaired by corrective pruning or other appropriate methods.

Low hanging, unsound, or unsightly branches shall be removed from trees or shrubs designated to remain. Trees extending over the roadway shall be trimmed to provide a clear height of 18 feet about the pavement elevation. All trimming shall be accomplished with skilled workers and in accordance with good tree surgery practices. Before cutting, removing, or trimming any tree within the City of Fayetteville, the owner and supervisory personnel of each business performing commercial tree work shall obtain a city issued commercial tree pruner/service certificate.

Parking and servicing equipment under branches of trees designated to remain is not allowed.

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
18" Reinforced Concrete Pipe Class III	LF
15" Reinforced Concrete Pipe Class III (Under Pavement)	LF
12" Aluminized Corrugated Metal Pipe (Under Pavement)	LF

Section 302. Drop Inlets and Junction Boxes

302.01 Description. This item shall consist of the construction of drop inlets, junction boxes, and drop inlet extensions with rings and covers or grates and frames.

302.02 Materials.

(a) All concrete for this section shall conform to the requirements for Class 1 Concrete as provided in Section 601.

(b) Reinforcing steel shall conform to the requirements of Section 602.

(c) Steel for welded steel grates and frames shall conform to the requirements of ASTM A 36.

(d) Iron castings for rings and covers, grates and frames, and other appurtenances shall conform to the requirements of ASTM A 48, Class 30A. Bearing surfaces between rings and covers or grates and frames shall be cast or machined with such precision that uniform bearing shall be provided throughout the perimeter area of contact. Castings shall be of the weight shown on the plans. Minimum weight of ring and lid shall be 275 pounds. The lid shall include the standard City of Fayetteville logo according to the Standard Details.

(e) Precast concrete units of the type, size, and designation shown on the plans may not be used unless written permission is given by the City. Precast units shall be subject to the requirements of AASHTO M 199. Units so manufactured must be certified by a professional engineer registered in the State of Arkansas that they have been designed and manufactured according to AASHTO M199 and that they meet the requirements for HS20 loading. Joint materials shall conform to Subsection 301.02.

(f) Curing Materials. Curing materials shall meet the requirements of Subsection 601.15.

302.03 Construction Requirements. Drop inlets, junction boxes, and drop inlet extensions shall be constructed with either reinforced or non-reinforced concrete, as shown on the plans.

Concrete shall not be placed until the Engineer/City Engineer has inspected the forms and the placement of reinforcing steel and rings or frames.

Round monolithic drop inlets may have the floors cast monolithically with the walls. All other concrete floors shall be placed at least 24 hours before beginning construction of the walls. A longer period of time may be required if weather conditions make it necessary.

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 98% of maximum density as measured by AASHTO T 99 for soil materials or by AASHTO T 180 for aggregate base materials.

All structures or parts of structures that fall within the limits of the roadway (defined as centerline to 1' behind the backs of curbs) shall be backfilled with aggregate base material unless otherwise allowed in writing by the Engineer/City Engineer.

Structures in other areas shall be backfilled with approved material provided from on-site or off-site areas.

Structures shall be cleaned of any accumulation of silt, debris, or foreign matter of any kind, and shall be reasonably free of such accumulations at the time of final inspection.

302.05 Method of Measurement. Drop inlets, junction boxes, and drop inlet extensions will be measured by the unit. One drop inlet extension unit is measured at a 4' length. Each unit shall consist of the concrete frame, the ring and grate, and any pipe required to form the vertical portion of the drain including a standard elbow or tee.

302.06 Basis of Payment. Work completed and accepted and measured as provided above will be paid for at the contract unit price bid each for Drop Inlets, Drop Inlet Extensions, or Junction Boxes, of the size and type specified, which price shall be full compensation for constructing drop inlets, drop inlet extensions, or junction boxes; for furnishing, installing, and painting (if required), of rings and covers or grates and frames; for excavation and backfill; and for all materials, labor, tools, equipment, and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
(3'x3') Drop Inlet (Type C)	EA
(4'x4') Drop Inlet (Type C)	EA
(5'x4') Drop Inlet (Type C)	EA
(4') Drop Inlet Extension	EA

Section 303. Concrete Box Culverts

303.01 Description. This work consists of constructing reinforced concrete box culverts, in accordance with the details shown on the plans, and to the lines, grades, and dimensions shown on the plans. This work also includes associated wingwalls and aprons at the ends of the box culvert.

303.02 Materials. Concrete for reinforced concrete box culverts shall be Class 1 in accordance with Section 601 unless specified otherwise. Reinforcing steel shall be in accordance with Section 602. Precast concrete box culverts shall be subject to the requirements of AASHTO M 259-98 and AASHTO M 273-00. Units so manufactured must be designed and certified by a professional engineer registered in the State of Arkansas that the precast culvert(s) have been designed and manufactured according to AASHTO M 259-988 and/or AASHTO M 273-00 for the site-specific conditions and the requirements for minimum HS20 live load.

303.03 Construction Requirements. Concrete box culverts shall be constructed on firm, unyielding material. Unsuitable material found at the planned elevation of the box bottom shall be removed and replaced with material acceptable to the Engineer/City Engineer to provide an adequate foundation for construction of the box culvert. No concrete shall be placed before approval of the subgrade by the Engineer/City Engineer.

Reinforcing steel and concrete for box culverts shall be provided and placed in accordance with Sections 601 and 602 and as detailed on the plans. All concrete shall be placed in the dry unless otherwise directed by the Engineer/City Engineer.

Precast box culverts shall be placed in accordance with Section 301.03.

Backfill material placed within the roadway limits (defined as centerline of roadway to 1' behind the back of curb) or under driveways and parking lots shall be ARDOT Class 7 aggregate base material or gravelly clay material, generally known as "hillside". Aggregate base shall be placed

in layers not to exceed 4" loose depth and shall be compacted to 95% of maximum density as determined by AASHTO T 180 or ASTM D1557. "Hillside" material shall be placed in layers not to exceed 8" loose depth and shall be compacted to 95% of maximum density as determined by AASHTO T 99 or ASTM D698.

Backfill material placed in other areas shall be "hillside" material or other material that may be approved by the Engineer/City Engineer. Backfill in these areas shall be placed in layers not to exceed 8" loose depth and shall be compacted to 90% of maximum density as determined by AASHTO T 99 or ASTM D698.

No backfill shall be placed against box culvert walls or on box culvert tops until the concrete has cured for 14 days and until test cylinders show that the minimum specified strength has been obtained.

Backfill shall be placed and compacted on both sides of the box culvert simultaneously.

Structures shall be cleaned of any accumulation of silt, debris, or foreign matter of any kind, and shall be reasonably free of such accumulations at the time of final inspection.

303.04 Method of Measurement. Measurement will be by one of the following methods as detailed below. The method to be used will be stated in the bid form.

(a) Lump Sum Method. No measurement will be made for this item. Payment will be on a lump sum basis.

(b) Unit Price Method. Concrete box culverts will be measured by the linear foot (LF) of box culvert constructed. Measurement will be taken at the centerline of the box culvert. Wingwalls, headwalls, and other appurtenances will not be measured under this item but will be considered as a separate lump sum item.

303.05 Basis of Payment.

(a) Lump Sum Method. Payment using this method will be on a lump sum basis. The lump sum price shall include all labor, materials, equipment, and incidentals necessary to completely construct each box culvert. Payment shall also include construction of all wingwalls, headwalls, and other appurtenances, as shown on the plans, excavation, backfill, and over excavation as necessary to provide a stable subgrade for box culvert construction.

(b) Unit Price Method. Payment using this method will be made at the per linear foot price (LF) for box culvert completed, accepted and measured as provided above. The per lineal foot price shall include all labor, materials, equipment, and incidentals necessary to completely construct each box culvert. Payment shall also include excavation, backfill, and over excavation as necessary to provide a stable subgrade for box culvert construction. This per linear foot price shall not include construction of headwalls, wingwalls, and other appurtenances. They will be paid on a lump sum basis for each box culvert.

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, aggregate base and finishing concrete; and for excavation and backfilling when not included in other items.

Pay Item	Pay Unit
18" Concrete Curb and Gutter (Type A) w/ 6" Class 7 Base	LF
Concrete Curb (6")	LF

Section 502. Concrete Sidewalks

502.01 Description. This item shall consist of the construction of concrete walks according to these specifications and in conformity with the dimensions, locations, lines, and grade shown on the plans or as directed.

502.02 Materials. Concrete shall comply with the requirements for Class 1 Concrete as provided in Section 601. The maximum allowable slump shall be 4 inches. Aggregate base shall meet the requirements of Section 401.

502.03 Construction Requirements.

(a) Subgrade. The subgrade shall be excavated or filled to the required grade. Unacceptable material shall be removed and replaced with suitable material, free from topsoil, leaves, twigs, or other organic material, trash, large rocks, or other deleterious materials, and the entire subgrade shall be thoroughly compacted with approved mechanical equipment to not less than 90% of the material's maximum density as determined by AASHTO T99 or ASTM D698.

(b) Aggregate Base Course. Class 7 aggregate base meeting the requirements of Section 401 shall be installed on the approved subgrade to a minimum depth of 4 inches outside of driveway areas and a minimum depth of 6 inches across driveways, and compacted to 95% of Modified Proctor Density as determined by AASHTO T 180 or ASTM D1557.

(c) Placing and Finishing. The concrete shall be deposited in the forms upon the wetted aggregate base to such depth that when it is compacted and finished, the top shall be at the required elevation. It shall be thoroughly consolidated and the edges along the forms spaded to prevent honeycomb. The top shall then be struck off with a straightedge and tamped or vibrated sufficiently to flush mortar to the surface, after which it shall be given a Class 6 finish according to Section 601.16. Edges shall be rounded with a ¼" radius, including edges at joints.

Concrete thickness shall be 4 inches outside of driveway areas and 6 inches across driveways unless otherwise specified.

Transverse joints in the walks shall be cut with a ¼" jointer at intervals not greater than the width of the walk being constructed, or as directed. This joint pattern shall be continuous through driveways.

When completed, the concrete shall be cured as specified in Section 601.15.

(d) Backfilling. After the forms have been removed, the spaces on each side of the walk shall be backfilled with suitable material, which shall be firmly compacted and neatly graded. Topsoil meeting the requirements of Section 204 shall be used when areas adjacent to the sidewalk are to be seeded or sodded.

(e) Expansion Joints. A space not less than ½" wide shall be left between the sidewalks and adjacent structures, except that no space shall be left between the sides of the walks and adjacent curbs. This space shall be filled with approved joint filler complying with AASHTO M 213.

502.04 Method of Measurement. Concrete sidewalk of the specified thickness will be measured by the square yard (SY).

502.05 Basis of Payment. Work completed and accepted and measured as provided above will be paid for at the contract unit price bid per square yard (SY) for Concrete Sidewalks of the thickness specified, which price shall be full compensation for furnishing materials, including concrete, aggregate base, and joint filler; constructing the concrete sidewalk to grade; for

excavation and backfilling where not included in other contract items; and for all labor, equipment, tools, and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
4" Thick Concrete Sidewalk w/ 4" Class 7 Base	SY
6" Thick Concrete Sidewalk w/6" Class 7 Base	SY

Section 503. Driveway Construction or Reconstruction

503.01 Description. This work consists of reconstructing existing driveways or constructing new driveways with concrete, asphalt, aggregate base course, or other materials as shown on the Plans or as directed by the Engineer/City Engineer.

503.02 Materials. Concrete for driveway reconstruction shall be Class 1 according to the requirements of Section 601. Asphalt shall be Surface Course per the requirements of Section 403. Aggregate base course shall meet the requirements of Section 401. All other materials shall be as specified or as directed by the Engineer/City Engineer.

503.03 Construction Requirements.

(a) General. Aprons and driveways shall be constructed in the locations, to the lines and grades, and of the material type shown on the Plans, or as directed by the Engineer/City Engineer. Construction of driveways with greater than 12% slope perpendicular to the street will not be allowed except as approved by the Engineer. Driveway widths shall match widths of existing driveways, with a minimum driveway width of 10' and a maximum width of 40' for commercial driveways and 24' for residential driveways. All driveways designated as commercial driveways shall be constructed with concrete curb and gutter along each side of the driveway.

Driveways and aprons shall be constructed on a compacted subgrade consisting of material approved by the Engineer/City Engineer.

(b) Driveway Removal. Existing driveways shall be removed to the locations shown on the plans or as directed by the Engineer to create a smooth transition from the roadway to the adjacent property. The back limit of the driveway shall be sawed if required to produce a neat line.

(c) Concrete Apron. Concrete apron shall be constructed on all driveways beginning at the back of curbs and extending to the front edge of the sidewalk. Concrete aprons shall be of a residential or commercial type as shown on the plans. The apron thickness shall be as shown on the Plans, but not less than six inches (6"). Mixing, placement, and finishing of concrete shall be as required in Section 601. Contraction joints shall be constructed so that slabs are no more than 15' in any dimension. One half-inch (½") expansion material meeting the requirements of Section 601.11 shall be placed between the backs of curbs and the apron. Joints shall be tooled or sawed at 10' intervals perpendicular to the street. These saw joints shall be filled with joint sealant meeting the requirements of Section 601.11.

(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 located within the construction limits as shown on the plans. Sod will be measured by the SY of actual area covered located within the construction limits as shown on the plans. Additional watering if so directed will be measured by thousands of gallons (MG) applied.

505.05 Basis of Payment. Seeding completed and accepted and measured as provided above will be paid for at the contract unit price bid per acre for Seeding, which price shall be full compensation for seedbed preparation; for furnishing and applying fertilizer, lime, seed, mulch, and tackifier; and for all labor, equipment, tools, and incidentals necessary to complete the work.

Payments for seeding will be made according to the following schedule:

1) 50 % On the first regularly scheduled estimate after the Seeding and Mulch Cover are completed.
2) 25% On the next regularly scheduled estimate, provided that the Engineer/City Engineer determines that the seeded and mulched areas have received at least the amount of water specified in Section 505.03 above.
3) 25% On the succeeding regularly scheduled estimate, provided that the Engineer/City Engineer determines that a dense lawn of permanent grass has been established.

Sodding completed and accepted and measured as provided above will be paid for at the contract unit price bid per square yard for Sodding, which price shall be full compensation for bed preparation; for furnishing and applying fertilizer, topsoil, and sod; and for all labor, equipment, tools, and incidentals necessary to complete the work.

Additional watering above and beyond the 1" per week for the first three weeks will be paid for at the unit price per thousand gallons (M.G.) of water applied. This work will be paid for only when directed to by the Engineer/City Engineer. Any watering to be paid for under this item shall be conducted in the presence of the Engineer/City Engineer.

Payment will be made under:

Pay Item	Pay Unit
Seeding and Mulching	Acre
Solid Sod (Bermuda)	SY
Additional Watering	MG

Section 506. Mailboxes

506.01 Description. This item shall consist of furnishing and erecting mailbox posts and installing existing mailboxes on the new posts. When required, it shall also include furnishing and installing new mailboxes. It shall also include maintenance of existing mailboxes during construction to ensure uninterrupted mail service in the construction limits.

506.02 Materials. The mailbox post shall be either metal or coniferous wood. All mailbox posts placed under the contract shall be of the same type. Wood posts shall be 4"x 4" square and shall be pressure treated with creosote, pentachlorophenol or chromated copper arsenate. Metal posts shall be 2" in diameter and shall be galvanized.

Mailbox support hardware, including shelf, platform and bracket shall be as shown on the plans. Anti-twist plate, clamps, spacers, nuts, bolts, and washers shall be galvanized steel.

New mailboxes, when specified on the plans or directed by the Engineer/City Engineer, shall comply with the U.S. Postal Service and shall be the same size as the existing mailbox.

506.03 Construction Methods. Mailboxes shall be constructed in the same locations as the existing mailboxes. It is the Contractor's responsibility to note the locations of existing mailboxes before construction begins. The bottom of the box shall be set at an elevation 3'-6" above the roadway surface. The roadside face of the box shall be 6" from the face of the curb. Where a mailbox is located at a driveway entrance, it shall be placed on the far side of the driveway in the direction of the delivery route. Where a mailbox is located at an intersecting road, it shall be located a minimum of 100' beyond the center of the intersecting road in the direction of the delivery route. If requested by the local postmaster, height and placement of mailboxes may vary slightly as directed by the Engineer/City Engineer.

No more than two mailboxes may be mounted on one post. Post spacing for multiple mailbox installations shall be a maximum of 36".

The mailbox post shall be embedded a minimum of 24" into the ground. A metal post shall have an anti-twist plate that extends no more than 10" below the ground surface.

The existing mailbox shall be separated from the existing post and attached to the new post. If the existing mailbox is damaged beyond repair by the Contractor, the mailbox shall be replaced at no cost to the City. If the existing mailbox cannot physically be removed from the existing post and re-used, the mailbox shall be replaced under the item Mailboxes. When a mailbox is replaced, the Contractor shall be responsible for placing identification markings on the new mailbox corresponding to the markings on the original mailbox.

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
4" Yellow Painted Pavement Marking	LF

Section 508. Street Signs

508.01 Description. This item shall consist of installing new signs and supports, and/or relocating existing signs, complete with posts, supports, and concrete bases, where required, according to these Specifications and to the dimensions and details and at the locations shown on the Plans or as directed by the Engineer/City Engineer.

508.02 Materials and Fabrication.

(a) Signs. Materials used in the fabrication of street signs shall comply with the latest edition of the ARDOT Standard Specifications Section 723, ARDOT Standard Drawings, and the MUTCD. Signs and equipment manufactured in accordance with the above mentioned specification will not be required to be submitted for approval.

(b) Supports. Materials used for new and relocated street sign supports shall be U-section channel or galvanized steel pipe as indicated in the plans.

508.03 Construction Requirements. The Contractor shall install new signs at the locations as shown in the plans or as directed by the Engineer/City Engineer. The Contractor will maintain existing signs during construction, and relocate the signs to permanent locations as shown in the plans or as directed by the Engineer/City Engineer. Should the sign or support become damaged during construction, the Contractor will furnish the replacement.

Any sign not indicated to be relocated as shown on the plans, or as directed by the Engineer/City Engineer shall be salvaged and delivered to the City.

Signs shall be erected at the specified location, plumb, and to the specified vertical and horizontal clearances.

Roadside directional signs shall be erected at a minimum height of 7' above the pavement edge, measured to the bottom of the sign. If a secondary sign is mounted below the primary sign, the primary sign shall be erected a minimum of 8' above the pavement edge and the secondary sign a minimum of 5' above the pavement edge. Route markers, warning signs, and regulatory signs shall be erected a minimum height of 6' above the pavement edge. All heights measured to the bottom of the sign.

The minimum horizontal clearance to any ground mounted sign shall be 2' beyond the edge of the roadway shoulder or unmountable curb face.

Signs shall normally be erected so that the sign face is vertical and at 93° away from the center of the lane that the sign serves and away from the direction of travel. Where lanes divide, or on

curves, sign faces shall be oriented so as to be most effective both day and night, and to avoid the possibility of specular reflection.

Field drilling of holes in any part of the sign support structure shall be done only when specified on the plans or as directed by the Engineer.

After sign installation is complete, the signs will be inspected at night by the Engineer. If specular reflection is apparent on any sign, its position shall be adjusted by the Contractor to eliminate this condition.

508.04 Method of Measurement. Signs that are relocated or installed new shall be measured by a complete unit in place (including required footings).

No payment will be made for salvaged signs delivered to the City.

508.05 Basis of Payment. Work completed and accepted under this item and measured as provided above shall be paid for at the Contract unit price bid for each sign, which price shall be full compensation for the relocation, or erection of each sign, including support and footing; and for tools, equipment, and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
Remove and Reinstall Street/Bus Stop/ P-Lot Signs w/New Supports	EA

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, decorative metal fence and gates according to the plans and these specifications, and in reasonably close conformity to the lines, grades, and alignment shown on the plans or as directed.

512.02 Materials.

(a) General. All materials used shall be new and shall comply with the requirements for the class and type of material specified unless directed otherwise in the plans or by the Engineer. Previously used materials will be allowed for temporary fencing.

Concrete for setting posts shall comply with Section 601 for Class 1 Concrete.

(b) Wire Fence. Wood posts and braces shall be pressure treated, seasoned, sound, and reasonably straight southern pine or Douglas Fir of the West Coast Region. The posts shall be round and free from excessive end splits. Before pressure treatment, the posts and braces shall have the bark removed, the knots trimmed flush, and the ends cut square. Posts that are to be driven shall have the small end tapered. Posts shall be treated by a standard empty cell or full cell process according to AWPA practice using creosote and retaining a minimum of 8 pounds per cubic foot of wood; or using pentachlorophenol, or chromated copper arsenate and retaining a minimum of 0.4 pounds per cubic foot of wood.

Metal posts and braces shall be of good commercial quality iron or steel and may be tubular, T, U, Y, or other shape manufactured for use as fence posts or braces.

Woven Wire Farm Fence shall be AASHTO Design Number 1047-6-11 AASHTO M 279 or ASTM A116, Class 3 galvanizing.

Barbed wire shall be 12 ½ gauge with 4-point barbs and shall comply with AASHTO M 280, Class 3 galvanizing.

As an alternate to the barbed wire specified above, high tensile wire having the same galvanizing and breaking strength as Class 3, 12 ½ gauge wire, and complying with the remaining requirements of AASHTO M 280 for a four point barb may be used.

The minimum gauge of the high tensile barbed wire shall be as follows:

1) Strand wire gage: 15 ½
2) Barb wire gage: 17

Staples used to attach the wire fencing to wood posts shall be galvanized 9 gauge, 38 mm (1-½") in length.

Steel line posts shall be galvanized or painted and comply with AASHTO M 281. Tubular steel posts shall comply with Grade 1 or Grade 2 of AASHTO M 181, or an approved alternate of Grade 2.

Hardware and fittings shall comply with ASTM F 626. Any miscellaneous hardware or fittings not mentioned in ASTM F 626 shall be galvanized according to the applicable requirements of AASHTO M 111 or M 232.

(c) Chain Link Fence. Material for chain link fence shall comply with AASHTO M 181 Types I, II, or III. Steel members for posts, rails, expansion sleeves, and gate frames may be either Grade 1 or Grade 2. The shape, size, and length of posts and rails, and the height of fabric shall be as shown on the plans.

Hardware and Fittings shall comply with ASTM F 626. Any miscellaneous hardware or fittings not mentioned shall be galvanized according to AASHTO M 111 or M 232. Tension wire shall be minimum 7 gauge.

Aluminum alloy fabric shall be used only with aluminum posts. Aluminum coated steel fabric and galvanized steel fabric, Class C, shall be used only with Grade 1 or Grade 2 steel posts. Fence fabric shall be minimum 9 gauge wire for 6' fencing and 12 gauge wire for 4' fencing.

Frames for gates shall be galvanized steel or aluminum of the type and length shown on the plans. Frames shall be Grade 1 or Grade 2. Welds shall be galvanized.
Commercial gates may be used if they are equal to or better than the planned gates as determined and approved by the Engineer/City Engineer.

The gate fabric shall be of the same type material and be in accordance with the same specifications as the adjoining fence.

(d) Wood Privacy Fence. All pine wood material shall be pressure treated with pentachlorophenol or chromated copper arsenate and shall retain a minimum of 0.4 pounds per

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.

(g) Remove & Reinstall Wood Privacy Fence. Wood privacy fence required to be relocated shall be removed in a manner not to damage the fencing material. Any fence material not suitable for reinstallation shall be replaced with like materials at no cost to the City. The Engineer/City Engineer will determine if the material is not suitable for use.

(h) Remove & Reinstall Chain Fence. Chain Link fence required to be relocated shall be removed in a manner not to damage the fencing material. Any fence material not suitable for reinstallation shall be replaced with like materials at no cost to the City. The Engineer/City Engineer will determine if the material is not suitable for use.

(i) Remove & Reinstall Decorative Metal Fence. Decorative Metal fence required to be relocated shall be removed in a manner not to damage the fencing material. Any fence material not suitable for reinstallation shall be replaced with like materials at no cost to the City. The Engineer/City Engineer will determine if the material is not suitable for use.

(j) Fence will be measured by the linear foot in place along the midpoint in height of the fence from outside to outside of the end posts. The lengths of gates will be excluded from this measurement.

(k) Gates will be measured by the Linear Foot.

(l) Temporary fencing, if included as a bid item, will be measured by the linear foot (LF). If this item is not included as a pay item, temporary fencing will be considered subsidiary to other items and will not be measured.

512.05 Basis of Payment. Work completed and accepted and measured as provided above will be paid for as follows:

Barbed Wire Fence will be paid for at the contract unit price bid per linear foot for Barbed Wire Fence. Barbed and Woven Wire Fence will be paid for at the unit contract price per linear foot for Woven and Barbed Wire Fence. Chain Link Fence will be paid for at the contract unit price bid per linear foot for Chain Link Fence of the height specified. Wood Privacy Fence will be paid for at the contract unit price bid per linear foot for Wood Privacy Fence of the height specified. Decorative Metal Fence will be paid for at the contract unit price bid per linear foot for Decorative Metal Fence of the height specified. Gates will be paid for at the contract unit price bid per linear foot for Gates of the type and dimensions specified. Temporary fencing will be for at the contract price per linear foot for temporary fencing of appropriate materials and heights.

The contract unit prices mentioned above shall be full compensation for clearing, grading, setting posts, removing fence, erecting fence, and removing temporary fences; for excavation and backfill; for furnishing materials; and for all labor, equipment, tools, and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	**Pay Unit**
Barbed Wire Fence	LF
Woven and Barbed Wire Fence	LF
Woven Wire Fence	LF
Chain Link Fence	LF
Chain Link Gates	LF
Wood Privacy Fence	LF
Gates for Wood Privacy Fence	LF
Temporary Fencing	LF
Remove & Reinstall Wood Privacy Fence	LF
Remove & Reinstall Chain Link Fence	LF
Remove & Reinstall Decorative Metal Fence	LF

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.

DIVISION 700. SPECIAL PROVISIONS

Special Provision 701. AHTD Standard Specifications by Reference

701.01. The standard specifications of the Arkansas Department of Transportation (ARDOT) are bound in a book titled Standard Specifications for Highway Construction. These specifications are referred to herein as "Standard Specifications" or "ARDOT Specifications." The latest edition shall apply. A copy of these "Standard Specifications" may be obtained from the Arkansas State Highway and Transportation Department, Little Rock, Arkansas, at their customary charge.

701.02. The Standard Specifications shall be used for description, quality control and acceptance testing, material specifications, construction methods, method of measurement, and basis of payment unless otherwise specified in the City of Fayetteville Standard Specifications for Street and Drainage Construction.

701.03. The Special Provisions of these Specifications shall be used for the items of work referenced by the Special Provisions.

701.04. Reference in the AHTD Specifications to the "Department" are herein changed to the "Owner".

Special Provision 702. Overcut Pavement Restoration (ABC Class 7 & Colored Concrete)

702.01 Description. This item shall consist of all materials and labor necessary to restore the area of pavement removed during the construction of the curb and gutter.

702.02 Construction. Class 7 base shall be installed and compacted prior to installing the new curb and gutter. After installation of the curb and gutter, colored concrete shall be placed between the new gutter and the existing pavement to the depth specified on the plans.

702.03 Materials. ABC Class 7 shall be the requirements of Section 401. Concrete shall meet the requirements of Section 601.

702.04 Method of Measurement. Overcut Pavement Restoration (ABC Class 7 & Colored Concrete) will be measured by the linear foot (LF).

702.05 Basis of Payment. The work required by this item will be paid for at the unit price per linear foot (LF). Price shall be full compensation for materials (ABC Class 7 & Colored Concrete) placing and compacting of all materials in accordance with the plans and specifications or as directed by the Engineer, and all other materials, equipment, tools, labor, and incidentals necessary to complete the overcut pavement restoration.

Payment will be made under:

Pay Item	Pay Unit
Overcut Pavement Restoration (ABC Class 7 & Colored Concrete)	LF

Special Provision 703 Remove and Reinstall Apartment Sign (Sugartree Apartment & Townhomes)

703.01 Description. This item shall consist of all materials and labor necessary for the relocation of Sugartree Apartments & Townhomes' sign. The sign may need to be relocated on a temporary basis and then permanently installed in a location on the property as directed by the City and the sign owner. The existing materials should be protected and reused if possible. In the event that the materials are damaged, then like materials or better should be used to reconstruct or repair the sign.

703.02 Method of Measurement. This item will be measured as a lump sum (LS) for the sign relocation.

703.03 Basis of Payment. This item will be paid for as one lump sum. Price shall be full compensation for materials and work necessary for this installation.

Payment will be made under:

Pay Item	Pay Unit
Remove and Reinstall Apartment Sign (SugarTree Apartments & Townhomes)	LS

Special Provision 704. RCP Concrete Collar

704.01 Description. This item shall consist of all materials and labor necessary to construct the RCP Concrete Collar as indicated on the Drawings and/or as directed by the Engineer.

704.02 Construction. Construction shall comply with Section 601 Cast-in-Place Concrete. Reinforcing Steel shall comply with Section 602.

704.03 Method of Measurement. RCP Concrete Collar will be measured by each (EA) RCP Concrete Collar constructed to the requirements specified on the plans, or as directed by the Owner or Engineer, installed and accepted by the City.

704.04 Basis of Payment. The work required by this item will be paid for at the unit price each (EA). Price shall be full compensation for forming, placing steel, handling and placing concrete, consolidating, removing forms and all other materials, equipment, tools, labor, and incidentals necessary to complete the RCP Concrete Collar Installation.

Payment will be made under:

Pay Item	Pay Unit
RCP Concrete Collar	EA

Special Provision 705. Colored Concrete T-Patch

705.01 Description. This item shall consist of all materials and labor necessary repair the existing asphalt street with a T-Patch as shown in the project details.

705.02 Construction. A minimum of 9 in. of colored concrete shall be placed in the excavated area and let cure for a minimum of 7 days for Class 1 concrete or 24 hrs. for High Early Strength Concrete. While the concrete cures, steel traffic plates shall be installed in accordance with the City of Fayetteville's standard details.

705.03 Method of Measurement. This item will be measured by the square yard (SY) of 9" thick concrete placed. The contractor shall take great care to minimize the amount of T-patch necessary. If the Engineer determines that the excavation and necessary repair is much greater than required for the installation, then payment will only be made for the amount necessary for the trench plus the T-patch.

705.04 Basis of Payment. This item will be paid for by the unit price of square yard (SY) of T-Patch installed. Price shall be full compensation for all excavating, compacting of native material, colored concrete and all other materials and work necessary for this installation.

Payment will be made under:

Pay Item	Pay Unit
Colored Concrete T-Patch	SY

Special Provision 706. 6” to 4” Roof Drain Extension through Curb

706.01 Description. This item shall consist of all materials and labor necessary to reduce a 6” PVC roof drain to a 4” PVC roof drain and extend through the curb using a Neenah R-3262.

706.02 Construction. Expose the existing 6” PVC roof drain approximately 5-10 ft. behind the back of curb. Locate a competent section of the pipe and make a perpendicular cut. Clean the pipe and primer. Clean, primer and cement a 6” x 4” Sch. 40 PVC reducer and attach it to the existing 6” PVC pipe. Measure and cut a 4” Sch. 40 PVC pipe to fit between the reducer and the Neenah R-3262 (Storm Water Curb Opening) installed in the curb. Clean, primer and cement the 4” Sch. 40 PVC pipe and attach it to the reducer. Backfill and compact around the installed roof drain.

706.03 Method of Measurement. This item will be measured by the lump sum (LS).

706.04 Basis of Payment. This item will be paid for by the unit price lump sum (LS). Price shall be full compensation for all excavating, backfilling, compacting, PVC fittings and pipe, installation of the Neenah R-3262 and all other materials and work necessary for this installation.

Payment will be made under:

Pay Item	Pay Unit
6” to 4” Roof Drain Extension through Curb	LS

Bid 26-36, Addendum 1

Date: Wednesday, May 13, 2026

To: All Prospective Vendors

From: Kenny Fitch – 479.575.8258 – kfitch@fayetteville-ar.gov

RE: Bid 26-36, Construction – Mission Blvd Sidewalk

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. A handful of minor clerical errors were identified that referenced an incorrect bid number or project name. These errors have been corrected, and an updated project manual has been reuploaded to the procurement website.
2. QUESTIONS
    a. The Bid Form (Section 02) has no field for unit prices or total bid amount, but the Agreement (Article 4.01-4.02) references unit prices computed in the Proposal. Can you confirm whether bids are entered as a single lump sum on the Bid Form, or whether a separate bid pricing schedule will be issued by addendum?
        - All the line items for which pricing shall be submitted are included on the project page of the City of Fayetteville's procurement website. If a physical form is desired, one may be downloaded from the same site. Unit pricing shall be submitted on the available line items and not as a lump sum. At this time, there are no plans to issue a separate bid schedule for unit pricing.
    b. Is there a Geotech report available?
        - No, there is no Geotech report available.
    c. Does Arkansas Prevailing Wage apply to this project?
        - No, it does not apply.
    d. Since Mission Blvd is Hwy 45, is there a need for the contractor to acquire an ARDOT permit ROW work permit or an ARDOT approved MOT plan?
        - The ARDOT permit has been obtained by the City of Fayetteville and added as an attachment to this addendum. The contractor shall be responsible for traffic control.

Telecommunications Device for the Deaf TDD (479) 521-1316 113 West Mountain - Fayetteville, AR 72701

e. There are several specifications included in the manual that do not apply to this project. Can clarification be provided?

- The specifications used are general City of Fayetteville specifications for street and drainage construction. Some of the specifications do not directly apply to this project.

f. Can you confirm the responsibility and payment for compaction, density, and materials testing?

- The City will provide testing services.

g. Can you confirm whether striping is limited to the 2'x6' thermoplastic crosswalk with no stop bars or edge lines required?

- Yes, the thermoplastic is limited to the 2'x6' crosswalk.

h. Can you confirm the disposal location for the cleared trees and excess excavated material, or is the contractor responsible for sourcing and pricing the disposal?

- The contractor is responsible for sourcing and pricing the disposal. This pricing should be entered with the line item for "Clearing, Grubbing, & Demolition (Removal of 5 Trees)".

i. Regarding the 24"select fill under the Redi-Rock walls, can you confirm the material spec and whether on-site material may qualify?

- The select fill is red dirt with a certified proctor. On-site material will not qualify.

j. The plans specify an Ameristar plated black handrail on both walls. There is concern that the lead time on a specialty handrail would affect the construction schedule. Are other products meeting the same performance spec acceptable?

- The Ameristar fence is not a specialty item and operates as the City's standard. Alternatives are not being considered.

k. Can you confirm whether seeding or sodding is required on disturbed areas behind the walls?

- Seeding will be used on disturbed areas behind the walls and other locations that are out of the main public way. Sod will be used between the curb and sidewalk and above the wall and any erosion prone areas.

l. Is there any need within the scope for rock excavation, undercut and unsuitable soils, dewatering, standby time for late third party testing arrivals, or any ARDOT permit fees?

- No rock excavation is expected. Undercut is included in the line items as "Unclassified Excavation" and the quantity may increase during construction if unsuitable soil is encountered beyond two feet deep. Dewatering is not expected, but would be the responsibility of the contractor to perform the work, if necessary. There is no pay item for standby time for late testing. The ARDOT permit is approved, and there will no fees to the Contractor for the ARDOT permit.

3. ATTACHMENTS

a. Attachment A: ARDOT Permit

ARDOT.gov | Jared D. Wiley, P.E., Director
DISTRICT FOUR
808 Frontier Road, Barling, AR 72923 | P.O. Box 11170, Fort Smith, AR 72917-1170
Phone: (479) 484-5306 | Fax: (479) 484-5300
Crawford, Franklin, Polk, Scott, Sebastian, and Washington Counties

Attachment A: ARDOT Permit

March, 18 2026

The Honorable Molly Rawn City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701
ATTN: Matt Mihalevich (479)444-3416

RE: Special Permit Number SP-04-2025-0017
Expiration Date: 7/09/2026
Highway 45, Section 5, LM 2.153
Washington County
Extend RC Box, Concrete Walk, Curb and Gutter, Crosswalk, and associated work.

Mayor Rawn,

The plan submitted for the construction of a new concrete path, extension of the existing 3' X 3' RC Box Culvert, construction of a redi block wall, combination concrete curb and gutter, wheelchair ramps, crosswalk and other associated work has been reviewed.

The plans are acceptable, and work may be undertaken within Department right of way, subject to the following conditions:

- You shall complete all work within and affecting the right of way, at no cost to the Department and in accordance with the drawing submitted as noted unless changes are reviewed and accepted by the Department.
- You shall construct the new curb ramps and relocated crosswalk in accordance with the information submitted unless changes are reviewed and accepted by the Department.
- You shall ensure that all work complies with the Americans with Disabilities Act.
- You shall ensure that all work and materials used within the highway right of way are in accordance with the Arkansas State Highway and Transportation Department Standard Specifications for Highway Construction, most recent edition, and any specifications or design standards supplied by the Department.
- You shall not use any part of the highway right of way for storage of materials or equipment.
- You shall ensure that all work and materials used within the highway right of way are in accordance with the Arkansas State Highway and Transportation Department Standard Specifications for Highway Construction, most recent edition, and any specifications or design standards supplied by the Department.

- You shall assume full responsibility for and cost of all temporary or permanent warning and regulatory signing and temporary or permanent pavement markings made necessary by the permitted work and for the maintenance of existing and installed signing and pavement markings, for the duration of the permitted work, in accordance with the Arkansas State Highway and Transportation Department Standard Specifications for Highway Construction, most recent edition, and the current edition of the Manual on Uniform Traffic Control Devices.

- You shall agree to hold harmless and indemnify the Arkansas State Highway Commission, the Department, and its duly appointed agents, officers, and employees, from all expenses, claims, liability, or damages of any kind or nature whatsoever due to the construction, performance, or lack of performance of the work you undertake within the right of way.

- You shall bear full responsibility for observing and complying with all federal, state, and local laws or ordinances during the execution of this work.

- You shall assume full responsibility for safeguarding all utilities in the work area during the time of your construction. You shall notify Arkansas One-Call, at 1-800-482-8998, and have utility facilities located prior to beginning work. Any utility adjustments made necessary by your work shall be in accordance with the Utility Accommodation Policy of the Arkansas Department of Transportation and under utility permit issued to the utility owner and separate from this special permit and at no cost to the Department.

- You shall protect existing right of way monuments from damage and shall provide for the re-establishment, by a Registered Professional Land Surveyor, of any markers that are disturbed by your activities.

- You shall undertake measures to avoid tracking soil and mud from the work area onto the highway and to re-vegetate, in accordance with the Standard Specifications for Highway Construction, most recent edition, all areas of disturbed soil, of any size, on the right of way. Phase II Storm Water Construction Permits are required on all projects that have a “disturbed soil area” of one acre or more. This may require that you obtain a Storm Water Construction Permit from the Arkansas Department of Environmental Quality (ADEQ).

- You shall assume full responsibility for, and liability for, all future maintenance for items constructed under this permit and will, if required by the Department, remove the facilities constructed and return the site to the same condition as before this permit was issued, without cost to the Department.

- You shall submit a Lane Closure Request Form to the District 4 Headquarters a minimum of 4 business days prior to any lane closures. Lane closures will not be permitted between the hours of 6:30 am – 9:00 am and 3:00 pm – 6:30 pm, Monday – Friday. A Lane Closure Request Form has been attached for your use.

- You have submitted a security deposit in the amount of $5,000.00 to the Department to assure completion of the work in accordance with the plans reviewed and accepted by the Department for work in the right of way. The deposit will be refunded to you upon your satisfactory completion of all permitted work.

- You shall notify this office of your intention to begin work at least three (3) working days prior to the anticipated start date.

This permission may be revoked at any time if the above conditions are not adhered to.

Your beginning of the work constitutes full acceptance by you of all conditions mentioned or referred to herein.

Sincerely,

Jason Marshall

for Jason Hughey
District 4 Engineer

ARDOT.gov | Jared D. Wiley, P.E., Director
DISTRICT FOUR
808 Frontier Road, Barling, AR 72923 | P.O. Box 11170, Fort Smith, AR 72917-1170
Phone: (479) 484-5306 | Fax: (479) 484-5300
Crawford, Franklin, Polk, Scott, Sebastian, and Washington Counties

Date: March 18, 2026

City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701

District No.: 4 County: WASHINGTON Route: 45 Section: 5

This will acknowledge receipt of deposit in the amount of a $5000.00 Standing Bond to guarantee compliance with the provisions of all work described in Permit No. SP-04-2026-0017 dated Wednesday, March 18, 2026.

Sincerely

Jason Marshall

for Jason Hughey
District 4 Engineer

ARDOT.gov | Jared D. Wiley, P.E., Director
DISTRICT FOUR
808 Frontier Road, Barling, AR 72923 | P.O. Box 11170, Fort Smith, AR 72917-1170
Phone: (479) 484-5306 | Fax: (479) 484-5300
Crawford, Franklin, Polk, Scott, Sebastian, and Washington Counties

Return this page when the work is complete.

City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701

Date: March 18, 2026

Upon the completion of the permitted work, sign and return this sheet to our office. If it is found that you have satisfied all of the conditions of the permit, your deposit, if applicable, will be returned.

With your cooperation we will be able to release your permit in a timely manner.

Permit Number: SP-04-2026-0017

Date Complete: _____ / _____ / _____
Month Day Year

_____
City of Fayetteville

NOTICE!

Special Requirements For Permittees Working within Highway Right of Way District 4

All areas, within the highway right of way, disturbed in conjunction with this permit shall be fully restored to the original condition and as determined to be satisfactory in the opinion of the District Engineer. Generally, this restoration shall include reshaping the ground to the original contours, thoroughly compacting backfill of pits, holes, and trenches such that future settlement or erosion will not occur and reestablishing vegetation by seeding and mulching or sodding in accordance with the AHTD Standard Specifications for Highway Construction most recent edition. All areas completed shall be permanently or temporarily seeded and mulched or sodded within 14 days after completion of the work and areas temporarily abandoned shall be stabilized within 14 days if work is not to resume with in 21 days. Temporary erosion control measures shall be implemented as conditions necessitate throughout the duration of the project. This requirement does not relieve nor supercede any requirements contained in any Storm Water Construction Permit issued by the ADEQ for this work.

Lane Closure Information

Lane closures on the highway associated with this permit must be coordinated with the Department. A lane Closure Request form should be completed and delivered to the District Headquarters a minimum of four business days prior to the requested lane closure. Concurrence from the Department for the lane closure must be granted before work to close any lanes on the highway can be undertaken. Signing and advance warning devices for all lane closures must be in accordance with the MUTCD.

Storm Water Construction Permits

Please be advised that you are required to follow all laws and regulations concerning erosion control. The Arkansas Department of Environmental Quality requires a Phase II Storm Water Construction Permits on sites that have a "disturbed soil area" of one acre or more. For questions or permit requirements for a Storm Water Construction Permit, contact (ADEQ) at 501-682-0627 or at 501-682-0621. This permit is separate from any work order, permit or approval from the Arkansas Highway and Transportation Department.

Marking of Utilities

When any utility owner, or its assigned contractor and/or representative is required, or requested to locate and mark the location of its underground lines/facilities inside highway right of way on pavement, sidewalks, curbs, gutters, structures, etc., the marks shall be made with non-permanent materials (chalk, keel, non-permanent paint, etc.). Failure to comply with this requirement will result in removal of the markings by the utility owner at no expense to the Department.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

SUPPLEMENTAL SPECIFICATION

WORKER VISIBILITY

Section 107 of the Standard Specifications for Highway Construction, Edition of 2003, is hereby amended as follows:

The following is added as the third paragraph of **Subsection 107.01(b)**:

All workers within the right-of-way who are exposed either to traffic (vehicles using the roadway for travel purposes) or to construction equipment within the work area shall wear high-visibility safety apparel meeting the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled "American National Standard for High – Visibility Safety Apparel and Headwear."

ARKANSAS DEPARTMENT OF TRANSPORTATION

District Four
808 Frontier Rd., Barling, Arkansas 72923, P.O. Box 11170, Fort Smith, Arkansas 72917.
(479) 484-5306 (voice), (479) 484-5300 (fax)

Lane/Shoulder Closure Request Form

Permit Number : _____ **County:** _____ **Highway:** _____
Where work is being performed

Permit issued to: _____

Begin Date: _____ **End Date:** _____
Actual dates planned for placement and removal of closure

Days of week: 7 days ☐ or Sun ☐ Mon ☐ Tues ☐ Wed ☐ Thurs ☐ Fri ☐ Sat ☐
Check all days applicable

Time of Day: 24 hours ☐ (if closure is continuous) or

Beginning time each day _____ Ending time each day _____ If closure is to be removed each day

Description of the planned lane/shoulder closure:

Will closure require alternating two-way traffic in one lane: Yes ☐ No ☐

To be closed: Lane ☐ or Shoulder ☐

Direction of travel for lane and/or shoulder to be closed: North ☐ South ☐ East ☐ West ☐

Width of lane and/or shoulder to be closed: _____

Width of lane to remain open to traffic: _____

Width of shoulder to remain open to traffic: _____

Total width of open and available for traffic: _____

This application must be delivered to the District Headquarters 5 business days prior to the requested lane closure. Lane closures may not be undertaken prior to your receipt of written concurrence by the Department of the planned closure. If changes are necessary to the information provided by the applicant, the Lane Closure Request Form must be resubmitted for review and concurrence.

_____ _____
Applicant Signature Date

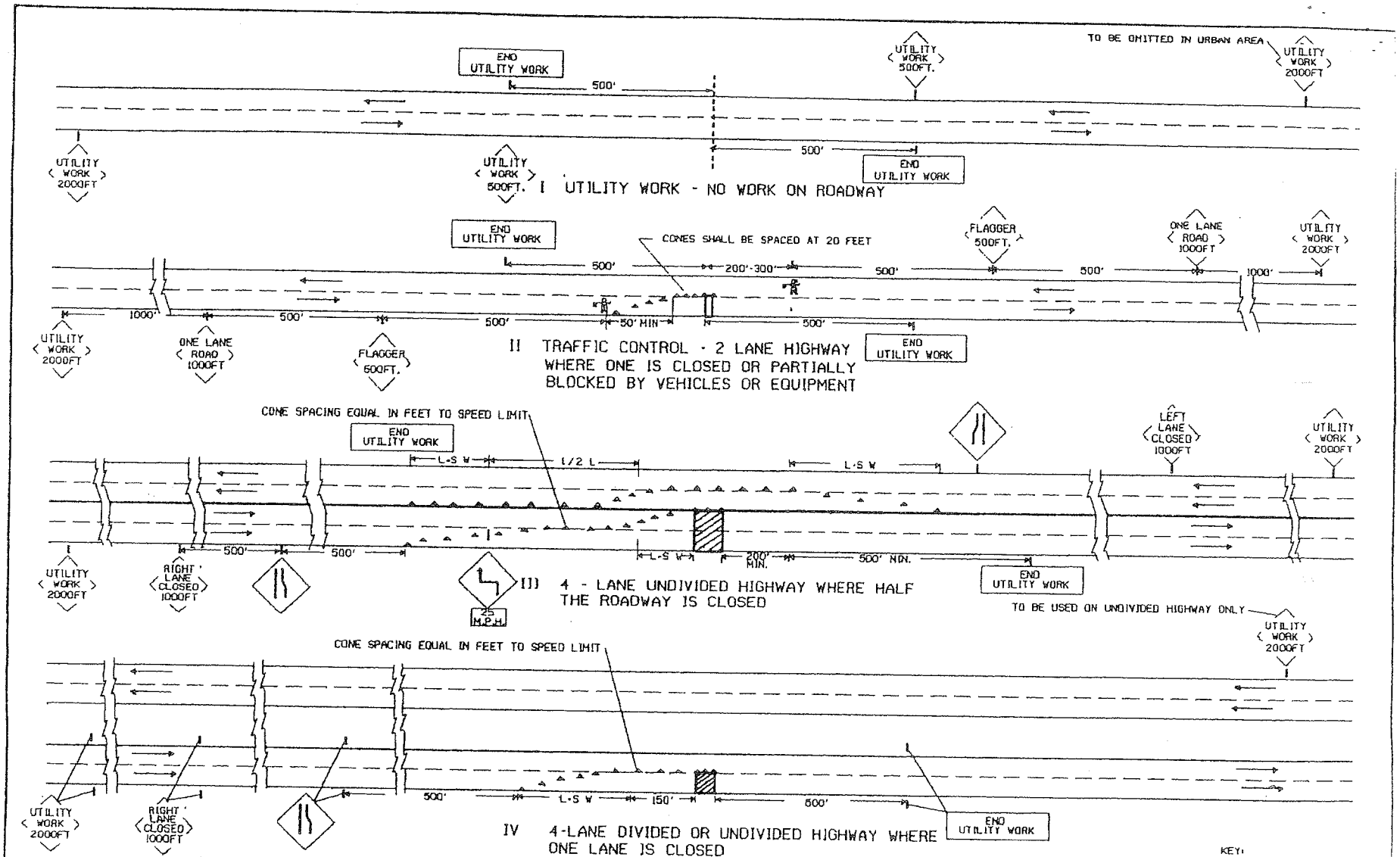
_____ _____
Applicant Name (printed) Phone Number

_____ _____
District Concurrence Date

For Departmental Use only below this line

Lane Closure System Entry required: Yes ☐ No ☐ If yes, Date entered _____ Entered by _____ Initials

Date removed _____ Removed by _____ Initials



NOTES:

1. PLAN I IS APPROPRIATE WHEN NO PART OF THE ROADWAY IS BLOCKED BY VEHICLES OR EQUIPMENT AND WOULD SUFFICE FOR UTILITY WORK PARALLEL TO ROADWAY.
2. IF THE UTILITY WORK REMAINS IN OPERATION DURING HOURS OF DARKNESS, TYPE II BARRICADES OR DRUMS SHOULD BE USED IN LIEU OF CONES. LIGHTS SHOULD BE PROVIDED TO MARK FLAGGER STATIONS AND BARRICADES AT NIGHT.
3. L - LENGTH OF TAPER
   S - SPEED LIMIT OR 85 PERCENTILE SPEED
   W - WIDTH OF OFFSET IN FEET
4. WARNING SIGNS FOR UTILITY WORK SHALL BE DIAMOND SHAPED, HAVING A BLACK SYMBOL OR MESSAGE ON AN ORANGE BACKGROUND.
5. SIGN SUPPORTS MAY BE FIXED OR PORTABLE DEPENDING UPON TIME DURATION OF PROJECT.
6. ALL SIGNING SHALL BE IN COMPLIANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
7. THIS PLAN IS SUBJECT TO MODIFICATIONS BY THE DISTRICT ENGINEER IN URBAN AREAS.
8. ALL SIGNS INTENDED TO BE USED DURING HOURS OF DARKNESS SHALL BE REFLECTORIZED WITH TYPE II REFLECTIVE SHEETING MINIMUM.
9. THE DESIRABLE SIZE OF WARNING SIGNS (DIAMOND - SHAPED SIGNS) IS 48" X 48"; THE MINIMUM SIZE IS 36" X 36". FOR UTILITY WORK ON FREEWAYS, 48" X 48" SIGNS SHALL BE USED.
10. FOR FLAGGING OPERATIONS, A SINGLE FLAGGER MAY BE USED IF THE ENTIRE WORK AREA IS VISIBLE FROM ONE STATION.

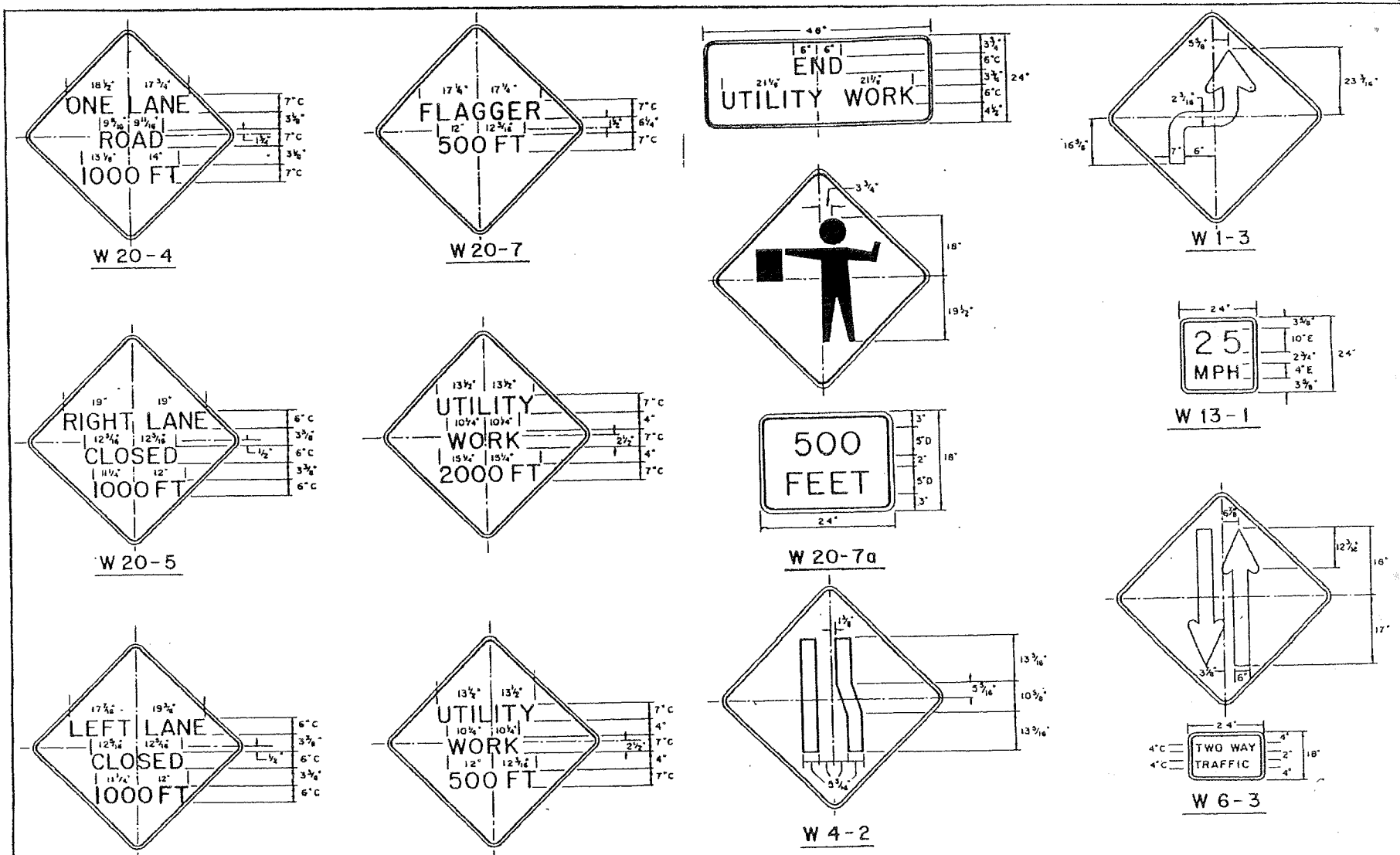
NOTICE:

THESE ARE EXAMPLES OF TRAFFIC CONTROL DEVICES AND THEIR LOCATION FOR YOUR INFORMATION ONLY. PLEASE REFER TO THE 'MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES' FOR PROPER SIGNING FOR YOUR OPERATION.

TRAFFIC CONTROLS FOR UTILITY WORK

U-1

FIGURE 16



NOTICE: THESE ARE EXAMPLES OF TRAFFIC CONTROL DEVICES AND THEIR LOCATION FOR YOUR INFORMATION ONLY. PLEASE REFER TO THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" FOR PROPER SIGNING FOR YOUR OPERATION.

NOTE: THE DESIRABLE SIZE FOR WARNING SIGNS IS 48" X 48" AS SHOWN. THE MINIMUM SIZE IS 36" X 36". WHEN THE MINIMUM SIZE IS USED, AN 18" X 18" W13-1 WILL BE ALLOWED.

U-1A

FIGURE 17

Bid 26-36, Addendum 2

Date: Friday, May 22, 2026

To: All Prospective Vendors

From: Kenny Fitch – 479.575.8258 – kfitch@fayetteville-ar.gov

RE: Bid 26-36, Construction – Mission Blvd Sidewalk

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. DEADLINE EXTENSION:
    a. The deadline for submitting bids has been extended to Thursday, June 4th, at 2:00pm. The bid opening will take place immediately following the deadline.
2. CLARIFICATIONS:
    a. Construction parking, staging, and retaining wall block storage can be on Libby Ln. The property owners association on Libby Ln is very supportive of the project, and this staging area is within the public right of way. Traffic control cones and barricades will need to be installed around staged materials for public safety.
    b. No tree protection shall be necessary for this project.
    c. There is a gas line running parallel to Mission Blvd that appears to be west of the proposed retaining wall location. The City of Fayetteville will coordinate with Black Hills and work through any utility conflicts.
3. LINE ITEM MODIFICATIONS:
    a. The following line items have been added:
        - 24) 12”-18” Shot Rock with a quantity and measurement of 8 CY.
        - 25) 6” Water Valve Riser to Finished Grade with a quantity and measurement of 1 EA.
4. ATTACHMENTS:
    a. Attachment A: Pre-Bid Meeting Sign-In Sheet

CITY OF FAYETTEVILLE ARKANSAS

City of Fayetteville, Arkansas

Attendance Sheet

(BID)/RFP/RFQ #: 26-36

Description: CONSTRUCTION - MISSION BLVD SIDEWALK

Function (circle one): Bid Opening, Selection Committee Meeting, (Pre-Bid), Interview

Date: 5 / 21 / 26 Time: 10:00 am

	Name	Company	Title	Phone	Email (City staff e-mail includes "@fayetteville-ar.gov")
1	KENNY FITCH	COF	SR. PROC. AGENT	575-8258	kfitch@
2	RYAN GALL	GALL EXCAVATION	PM	479 640 4892	ryan@gallexcavation.com
3	Erin Metcalf	Milestone	PM	479-957-3195	emetcalf@MStonecc.com
4	Cody McCool	Hilger Cartwright	Director	479-841-6540	cody@hilgercartwright.com
5	Charlie Miller	Sweetser	Estimator	479-263-9909	Charlie@ Sweetserconstruction.com
6	Joe Moran	Legacy Const	BD/Estimator	479 231-7000	jmoran@legacy-const.com
7	MATT MIHALEVICH	COF	ACTIVE TRANS. MAN.	444-3416	mmihalevich@
8					
9					
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16					
17					
18					

Meeting Notes, Decision, Description of Handouts, etc:

Bid 26-36, Addendum 3

Date: Friday, May 29, 2026

To: All Prospective Vendors

From: Kenny Fitch – 479.575.8258 – kfitch@fayetteville-ar.gov

RE: Bid 26-36, Construction – Mission Blvd Sidewalk

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. CLARIFICATION:
    a. Under the line item for "Clearing, Grubbing, & Demolition (Removal of 5 Trees)", five larger trees have been identified for removal. All smaller trees, brush, and bamboo are not included as part of the five trees. That vegetation is considered incidental and should be included with the pricing for that line item.
2. QUESTION:
    a. After the project has been awarded, will CAD files be available for the contractor's use?
        - Yes, the City will provide CAD files to the contract after the project's award.

Telecommunications Device for the Deaf TDD (479) 521-1316 113 West Mountain - Fayetteville, AR 72701

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-1984

MEETING OF JUNE 30, 2026

TO: Mayor Rawn and City Council

THROUGH: Blake Rutherford

FROM: Devin Howland, Director of Economic Development

SUBJECT: **First Amendment to Deed of Declaration for City-Owned Parcel 765-14855-001**

RECOMMENDATION:
Staff recommends approval of a Resolution authorizing Mayor Rawn to sign the First Amendment to the Deed of Declaration associated with City-owned Parcel 765-14855-001.

BACKGROUND:
An existing Deed of Declaration applies to approximately 10 different properties located at the southeast intersection of I-49 and M.L.K. Jr. Blvd. The Deed of Declaration was filed in 1979 and placed development and use restrictions on the properties. The owners of the properties within the Declaration boundary are actively working to amend the Declaration.

The proposed amendment would allow the site to be developed beyond the current one-story height restriction and would make other updates to the existing agreement. To amend the Deed of Declaration, all parties listed in the agreement must agree to the amendment. Because the City of Fayetteville owns parcel 765-14855-001, the owners of properties within the Declaration boundary have requested that the City consider signing the proposed First Amendment to the Deed of Declaration.

Background on the Deed of Declaration
In 1979, a Deed of Declaration was established among a group of private property owners to create a range of restrictions and shared obligations for the property. These included preserving shared access, prohibiting the blocking of traffic between parcels, maintaining certain levels of parking, and limiting building height to one story. The Deed of Declaration appears to have been created in connection with the development of the shopping center, which was anchored at the time by K-Mart.

The Deed of Declaration is a private agreement between property owners. Its creation did not require a vote of the City Council. The agreement remains active until approximately 2054 unless all parties to the Deed of Declaration agree to amend it.

DISCUSSION:
What does the First Amendment to the Deed of Declaration Propose?
The proposed amendment would change several aspects of the original Deed of Declaration. First, it updates the parking rules. If a property use changes or a parcel is redeveloped, new parking ratios would apply based on the specific use, including multifamily, retail, restaurant, office, hotel, townhouse,

amusement, and medical or dental office uses. Second, the amendment confirms that shared access and parking rights remain in place across the larger property. It also clarifies the intent of the Declaration as it relates to how individual owners may modify their own driveways, parking areas, and walkways, so long as shared access between properties is preserved. Third, the amendment removes the building height restriction entirely. Fourth, it removes the additional insurance requirement contained in the original Deed of Declaration. All other provisions of the original Deed of Declaration would remain in effect.

The amendment keeps the shopping-center-style shared access and parking framework in place, while updating the parking standards, removing private height limits, removing the private insurance requirement, and clarifying owner's rights to redevelop or reconfigure their parcels as long as shared access is maintained. Given the changes to the surrounding area and community since the original Deed of Declaration was filed in 1979, this amendment will help ensure the properties subject to the Deed of Declaration are able to continue to be used in a manner that benefits the owners and the public.

Who are the parties to the agreement that must agree on the amendment?
The parties to the agreement and their respective parcels are listed in the table below:

Party/Owner	**Parcel Number(s)**
Rogers Retail Partners, LLC	765-05363-000
Countdown, LLC	765-05364-000
WH Capital, LLC	765-05361-000
University of Arkansas	765-14855-000
JM Choi Property, LLC	765-14854-000; 765-14851-000; 765-05367-010
Summerfield, LLC	765-05366-000; 765-05367-000; 765-05368-000
BCL Group, LLC	765-05369-000
Yang, Goerge, and Lora Revocable Trust	765-05365-000
City of Fayetteville	765-14855-001
2285 W. Martin Luther King Jr. Blvd. Fayetteville, LLC	765-05362-000

Why is the City of Fayetteville party to this agreement?
In 2015, the City acquired this parcel of land from Tyson Foods, the previous owner of the larger parcel that is now occupied by the University of Arkansas. The City acquired the parcel for the sum of $1. The parcel was needed for stormwater infrastructure associated with the construction of this section of the Tsa-La-Gi Trail.

BUDGET/STAFF IMPACT:
N/A

ATTACHMENTS: 3. Staff Review Form, 4. Site Location Map, 5. Amendment to Deed of Declaration, 6. Deed of Declaration Book

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

File #: 2026-1984

A RESOLUTION TO APPROVE AMENDMENT NO. 1 TO THE DEED OF DECLARATION ASSOCIATED WITH CITY-OWNED PARCEL 765-14855-001

WHEREAS, an existing Deed of Declaration filed in 1979 places development and use restrictions on several properties located at the southeast intersection of I-49 and Martin Luther King, Jr. Boulevard, including a one-story height restriction; and

WHEREAS, in 2015, the City acquired approximately 0.07 acres from Tyson Foods that was needed for stormwater infrastructure associated with construction of the Tsa-La-Gi Trail and this property is one of those subject to the Deed of Declaration; and

WHEREAS, Amendment No. 1 would allow the site to be developed beyond the current one-story height restriction and would make other updates to the existing agreement without impacting the City's use; and

WHEREAS, to amend the Deed of Declaration, all parties with an ownership interest must agree to the amendment and, because the City owns parcel 765-14855-001, the other owners of properties within the Declaration boundary have requested that the City sign an Amendment to the Deed of Declaration.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Rawn to sign Amendment No. 1 to the Deed of Declaration associated with City-owned Parcel 765-14855-001, a copy of which is attached to this Resolution.

City of Fayetteville Staff Review Form

2026-1984

Item ID

7/7/2026

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

Devin Howland	6/1/2026	ECONOMIC DEVELOPMENT (050)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of a Resolution authorizing Mayor Rawn to sign the First Amendment to the Deed of Declaration associated with City-owned Parcel 765-14855-001.

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	$	-

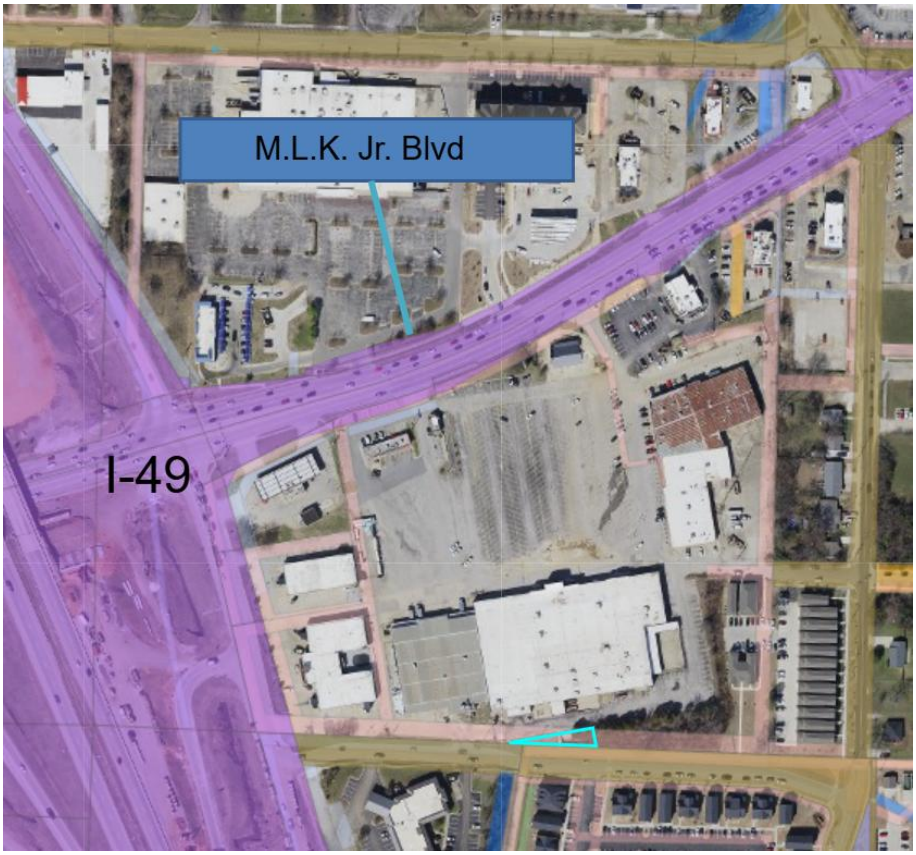
Purchase Order Number: _____ **Previous Ordinance or Resolution #** _____

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

Original Contract Number: _____

Comments:

Location Map for Parcel 765-14855-001





Prepared by and Return to:

_____
13075 Manchester Road, Suite 200
St. Louis, Missouri 63131
Attention: Joshua Mistler

FIRST AMENDMENT TO DEED OF DECLARATION

This First Amendment to Deed of Declaration (this "**First Amendment**") is made and entered into this _____ day of _____, 20____ (the "**First Amendment Effective Date**") by and among the parties who have executed this First Amendment as noted below (collectively, the "**Owners**" and each an "**Owner**") who are each an owners within the "**Entire Premises**", as defined by that certain Deed of Declaration dated May 16, 1979 (as amended, the "**Declaration**") and recorded at Book _____ Page _____ of the recorder's office of Washington County, Arkansas.

WITNESSETH:

WHEREAS, the Declaration was originally recorded consisting of three parcels to establish and create for the benefit of the Entire Premises (as defined in the Declaration) and the Owners certain rights of use, ingress, egress and parking in, over and upon the Entire Premises, and establish and create certain height, use, and other restrictions with respect to improvements to be erected within the Entire Premises; and

WHEREAS, the Owners, consisting of all the owners of the real property within the Entire Premises desire to amend the Declarations as further described herein while reaffirming the reciprocal easements, rights and privileges granted under the terms of the Declaration; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. **Parking**. Section 1(f) of the Declaration is hereby amended and restated in its entirety as follows:

> "(f) As of the First Amendment Effective Date, all Owners acknowledge and agree the current number of parking spaces independently maintained on

Exhibit A land, Exhibit B land and Exhibit C land are acceptable.

In the event of a change in use or redevelopment of any Exhibit A land, Exhibit B land or Exhibit C land, there shall at all times be independently maintained on Exhibit A land, Exhibit B land and Exhibit C land, not less than the minimum number of parking spaces specified in the table below:

Minimum Parking Ratios	
Use	**Parking Ratio**
Multifamily	0.90 spaces per bedroom
Duplex, Triplex, Quadplex	1.6 spaces per dwelling unit
Retail	2.7 spaces per 1,000sf
Restaurant	3 spaces per 1,000sf
Professional Office	3 spaces per 1,000sf
Hotel	1 space per guest room
Townhouse	1 space per bedroom
Amusement	5 spaces per 1,000sf
Medical/Dentist Office	4 spaces per 1,000sf

If any taking by condemnation as provided in paragraph 5 of this Agreement shall occur on any or all tracts, then such lesser ratio as exists after said taking shall be deemed to meet the requirements of this paragraph."

2. **Access, Parking and Easements**. Notwithstanding any inconsistencies between the Access Easements granted in Book 983 at Page 602 in the records of Washington County, Arkansas (the "Plottable Access Easements") and depicted on the Concurrent Plat of Fayetteville Center Subdivision recorded on April 18, 1980 as Plat Record 8 at Page 76 of the records of Washington County, Arkansas (the "Original Plat"), and the mutual reciprocal and nonexclusive easements, licenses, rights and privileges granted in the Declaration (collectively the "Reciprocal Easements"), the Owners hereby acknowledge and confirm:

a. All Owners benefit from mutual reciprocal and nonexclusive access and parking easements, licenses, rights and privileges of passage, both pedestrian and vehicular, over the Entire Premises on vehicular driveways, parking areas and pedestrian walkways as they currently exist or, subject to (ii)-(iv) below, may exist in the future from time to time, including access to and from the public right of ways adjacent to the Entire Premises.

b. Each Owner may modify the areas making up the Reciprocal Easements, including but not limited to vehicular driveways, parking areas and pedestrian walkways on its property, so long as new connections: (a) are made in compliance with the Declaration; and (b) continue to facilitate passage of vehicles to and from all properties which are a part of the Entire Premises.

c. No Owner shall have the right to unreasonably limit nor deny access to any means of ingress and egress to any existing public right of way from any other Owner as of the First Amendment Effective Date without the consent (which shall not be unreasonably withheld) of all

Owners and a further amendment to the Declaration.

d. Following the date hereof and upon the written request therefor by any Owner (which shall be delivered to all other Owners at the address noted in the records of Washington County, Arkansas), each Owner agrees to reasonably cooperate with the other Owners (at the requesting Owner's sole cost and expense) to further amend and restate the Original Plat to properly memorialize and document such Reciprocal Easements and cure any inconsistencies between the Original Plat and the Declaration.

3. **Building Height**. Section 1(g) of the Declaration is hereby deleted in its entirety and replaced with the following:

"(g) [Intentionally Omitted]"

4. **Insurance**. Section 4 of the Declaration is hereby deleted int its entirety and replaced with the following:

"4. [Intentionally Omitted]

5. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Declaration.

6. Except as hereby expressly modified or amended, all of the terms and provisions of the Declaration are hereby ratified and confirmed.

7. This First Amendment shall constitute a covenant running with the land and shall be binding upon and inure to the benefit of the Owners and their respective successors and assigns.

8. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Pages Follows]

IN WITNESS WHEREOF, the undersigned Owners have caused this First Amendment to be duly executed by their authorized representatives as of the day and year first above written.

Parcel No. - 765-05363-000

OWNER:

Rogers Retail Partners, LLC

By:_____
Printed Name: _____
Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

On this ___ day of _____, 20___, before me appeared _____, to me personally known, who, being by me duly sworn, did say that s/he is the _____ of _____, a _____, and that the foregoing Amendment was signed on behalf of said _____; and said _____ acknowledged said instrument to be the free act and deed of said _____.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

_____
Notary Public

My term expires:

Parcel No. - 765-05364-000

OWNER:

Countdown, LLC

By:_____
Printed Name: _____
Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

On this ___ day of _____, 20___, before me appeared _____, to me personally known, who, being by me duly sworn, did say that s/he is the _____ of _____, a _____, and that the foregoing Amendment was signed on behalf of said _____; and said _____ acknowledged said instrument to be the free act and deed of said _____.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

_____
Notary Public

My term expires:

Parcel No. - 765-05361-000

OWNER:

WH Capital, L.L.C.

By:_____
Printed Name: _____
Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

On this ___ day of _____, 20___, before me appeared _____, to me personally known, who, being by me duly sworn, did say that s/he is the _____ of _____, a _____, and that the foregoing Amendment was signed on behalf of said _____; and said _____ acknowledged said instrument to be the free act and deed of said _____.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

_____
Notary Public

My term expires:

Parcel No. - 765-14855-000

OWNER:

University of Arkansas

By:_____
Printed Name: _____
Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

On this ___ day of _____, 20___, before me appeared _____, to me personally known, who, being by me duly sworn, did say that s/he is the _____ of _____, a _____, and that the foregoing Amendment was signed on behalf of said _____; and said _____ acknowledged said instrument to be the free act and deed of said _____.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

_____
Notary Public

My term expires:

Parcel No. - 765-14854-000; 765-14851-000; 765-05367-010

OWNER:

JM Choi Property LLC

By:_____
Printed Name: _____
Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

On this ___ day of _____, 20___, before me appeared _____, to me personally known, who, being by me duly sworn, did say that s/he is the _____ of _____, a _____, and that the foregoing Amendment was signed on behalf of said _____; and said _____ acknowledged said instrument to be the free act and deed of said _____.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

_____
Notary Public

My term expires:

Parcel No. - 765-05366-000; 765-05367-000; 765-05368-000

OWNER:

Summerfield L.L.C.

By:_____
Printed Name: _____
Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

On this ___ day of _____, 20___, before me appeared _____, to me personally known, who, being by me duly sworn, did say that s/he is the _____ of _____, a _____, and that the foregoing Amendment was signed on behalf of said _____; and said _____ acknowledged said instrument to be the free act and deed of said _____.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

_____
Notary Public

My term expires:

Parcel No. - 765-05369-000

OWNER:

BCL Group LLC

By:_____
Printed Name: _____
Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

On this ___ day of _____, 20___, before me appeared _____, to me personally known, who, being by me duly sworn, did say that s/he is the _____ of _____, a _____, and that the foregoing Amendment was signed on behalf of said _____; and said _____ acknowledged said instrument to be the free act and deed of said _____.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

_____
Notary Public

My term expires:

Parcel No. - 765-05365-000

OWNER:

Yang, Goerge & Lora Revocable Trust

By:_____
Printed Name: _____
Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

On this ___ day of _____, 20___, before me appeared _____, to me personally known, who, being by me duly sworn, did say that s/he is the _____ of _____, a _____, and that the foregoing Amendment was signed on behalf of said _____; and said _____ acknowledged said instrument to be the free act and deed of said _____.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

_____
Notary Public

My term expires:

Parcel No. - 765-14855-001

OWNER:

City of Fayetteville

By:_____
Printed Name: _____
Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

On this ___ day of _____, 20___, before me appeared _____, to me personally known, who, being by me duly sworn, did say that s/he is the _____ of _____, a _____, and that the foregoing Amendment was signed on behalf of said _____; and said _____ acknowledged said instrument to be the free act and deed of said _____.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

_____
Notary Public

My term expires:

Parcel No. – 765-05362-000

OWNER:

2285 W. Martin Luther King Jr. Blvd. Fayetteville, LLC

By:_____
Printed Name: _____
Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

On this ___ day of _____, 20___, before me appeared _____, to me personally known, who, being by me duly sworn, did say that s/he is the _____ of _____, a _____, and that the foregoing Amendment was signed on behalf of said _____; and said _____ acknowledged said instrument to be the free act and deed of said _____.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

_____
Notary Public

My term expires:

EXHIBIT A

Real Property Legal Description

Part of the Northwest Quarter of the Northwest Quarter of Section 20, Township 16 North, of Range 30 West, and being more particularly described as follows, to wit: Beginning at a point which is N 89° 52' W 64.0 feet from the Southeast corner of said 40 acre tract, and running thence N 89° 52' W 467.0 feet; thence N 11° 31' 07" W 250.0 feet; thence S 78° 28' 53" W 8.0 feet; thence N 11° 31' 07" W 460.14 feet to a point on the South right-of-way line of U. S. Highway No. 62; thence along said right-of-way line N 67° 59' 32" E 63.04 feet; thence N 62° 42' 22" E 124.11 feet with said right-of-way; thence leaving said right-of-way S 31° 17' 00" E 82.85 feet; thence N 78° 28' 53" E 125.94 feet; thence S 11° 31' 07" E 401.71 feet; thence N 78° 28' 53" E 130.0 feet; thence S 11° 31' 07" E 370.0 feet to the point of beginning and containing 6.74 acres, more or less, and situated in Fayetteville, Washington County, Arkansas.

Part of the Northwest Quarter of the Northwest Quarter of Section 20, Township 16 North, of Range 30 West, and being more particularly described as follows, to wit: Beginning at a point which is N 89° 52' W, 531.0 feet from the Southeast corner of said 40 acre tract, and running thence N 89° 52' W 466.35 feet to the East right-of-way line of U. S. Highway No. 71 By-pass; thence N 15° 27' 20" W 209.48 feet with said right-of-way to the Southwest corner of a tract of land conveyed to Humble Oil & Refining Company; thence N 78° 36' 15" E 257.25 feet to the Southeast corner of said Humble Oil & Refining Company tract; thence N 11° 31' 07" W 362.07 feet to the Northeast corner of said Humble Oil & Refining Company tract, same being a point on the South right-of-way line of U. S. Highway No. 62; thence along said right-of-way line N 61° 57' 48" E 34.78 feet; thence N 65° 48' 48" E 93.54 feet with said right-of-way; thence N 67° 59' 32" E 82.65' with said right-of-way; thence leaving said right-of-way S 11° 31' 07" E 460.14 feet; thence N 78° 28' 53" E 8.0 feet; thence S 11° 31' 07" E 250.0 feet to the point of beginning and containing 4.53 acres, more or less, and situated in Fayetteville, Washington County, Arkansas.

Part of the Northwest Quarter of the Northwest Quarter of Section 20, Township 16 North, of Range 30 West, and being more particularly described as follows, to wit: Beginning at the Southeast corner of said 40 acre tract, and running thence N 89° 52' W 64.0 feet; thence N 11° 31' 07" W 370.0 feet; thence S 78° 28' 53" W 130.0 feet; thence N 11° 31' 07" W 407.71 feet; thence S 78° 28' 53" W 125.94 feet; thence N 31° 17' 00" W 82.85 feet to a point on the South right-of-way line of U. S. Highway No. 62; thence along said right-of-way N 62° 42' 22" E 28.0 feet; thence N 59° 37' 04" E 272.0 feet with said right-of-way; thence leaving said right-of-way S 0° 56' 11" E 142.29 feet; thence N 66° 27' 09" E 256.95 feet to a point on the East line of said 40 acre tract at a point 886.92 feet N 0° 56' 11" W of the point of beginning; thence S 0° 56' 11" E 886.92 feet to the point of beginning, and containing 4.70 acres, more or less, and situated in Fayetteville, Washington County, Arkansas.

16

FILED FOR RECORD
1979 JUN -1 AM 11: 57
WASHINGTON COUNTY, ARK.
ALMA KOLLMEYER
CIRCUIT CLERK

DEED OF DECLARATION

THIS DEED OF DECLARATION made this 16th day of May 1979, by WALDORF ASSOCIATES, ("Waldorf"), a Texas Limited Partnership, with its principal place of business at 3431 West Alabama, Houston, Texas 77027, and TROY PARNELL and LUCLAIR PARNELL, husband and wife, ("Parnell"), whose address is Box 513, Bentonville, Arkansas.

WITNESSETH:

WHEREAS, Waldorf is the owner of that certain tract of land more fully described in Exhibit A attached hereto (Exhibit A land) and Parnell is the owner of those certain tracts of land more fully described in Exhibits B and C attached hereto (Exhibit B and C lands). The said three (3) tracts of land being located in Fayetteville, Washington County, Arkansas, and hereinafter sometimes referred to collectively as the "Entire Premises" and shown on the plot plan attached hereto as Exhibit D and made a part hereof; and

WHEREAS, the Entire Premises are more fully described on Exhibit E attached hereto, and made a part hereof; and

WHEREAS, Declarant Waldorf will execute a Lease with respect to Exhibit A land with K Mart Corporation, a Memorandum of which Lease is to be recorded in the Office of Washington County, Arkansas, and Declarant (Waldorf) hereby grants unto said Tenant all of the rights, privileges and easements herein created for the benefit of Exhibit A land; and

WHEREAS, Declarant PARNELL may lease and/or sell Exhibit B and C lands to other tenants and/or owners; and

WHEREAS, Declarants desire to establish, as hereinafter provided nonexclusive easements for the use of those portions of the Entire Premises, which are not from time-to-time improved with buildings or other structures, and which are intended for use as driveways, pedestrian ways, sidewalks, parking areas, parking spaces, and for ingress and egress

to and from public roadways and utility line purposes (the foregoing portions of the Entire Premises hereinafter collectively referred to as "Common Areas").

THEREFORE, the Declarants, as owners of the Entire Premises, for themselves, their successors and assigns, declare as follows:

1. (a) Declarants hereby grant to each and every person, partnership, corporation or other entity now or hereinafter owning or having an interest in all or any portion of Exhibit A, B or C lands, a mutual reciprocal and nonexclusive easement, license, right and privilege, for the installation, maintenance, and connection to all underground utilities including all utility lines, wires, pipes, conduits, sewers and drainage lines, and the rights and privileges of passage and use both pedestrian and vehicular including but not limited to, the parking of vehicles, and for ingress and egress to and from the roadways adjoining the Entire Premises, in, to, upon, through and over the Common Areas from time-to-time located on the Entire Premises. Declarants agree that any future connections to the existing "underground utility lines", the term "underground utility lines", as used herein, shall include by way of reference but not limitation all wires, pipes, conduits, sewer drainage lines, etc., located on Exhibit A land shall be subject to the advanced written approval of the K mart Corporation's Construction Department, while it is the Tenant of Exhibit A land.

(b) Declarants hereby agree that any costs, or expenses incurred in repairing or maintaining the "underground utility lines" located on Exhibit A, B or C lands shall be paid by the respective owners of said tracts, each owner to be responsible for the repair and maintenance of the "underground utility lines" located on his respective tract.

(c) The easements, rights, and privileges granted hereby shall be for the benefit of and be restricted

solely to the owners from time-to-time of all or any portion of Exhibit A, B or C lands, but such owner or owners may grant the benefit of such easement, rights and privileges to its tenants now or hereafter occupying a building or portions thereof on the Entire Premises for the period of such tenancy, and to the customers, employees, and business invitees of said tenants, but the same is not intended, and shall not be construed as creating any rights in and for the benefit of the general public.

(d) Notwithstanding anything contained in Paragraph 1 to the contrary, the easements, rights, and privileges hereinabove granted shall not extend to or exist over portions of the Entire Premises hereinafter improved with buildings or other structures or designated as future building areas.

(e) The easements, rights, privileges herein-before granted shall be used and enjoyed in such a manner as to cause the least possible interference with the conduct and operations of the business at any time existing on the Entire Premises.

(f) At all times there shall be independently maintained on Exhibit A land, Exhibit B land and Exhibit C land, not less than three (3) automobile parking spaces for each 1,000 square feet of total building floor area, including all basements and mezzanines. Provided, however, that in the event a taking by condemnation as provided in paragraph 5 of this Agreement shall make it impossible to maintain the ratio herein provided for any or all tracts, then such lesser ratio as exists after said taking shall be deemed to meet the requirements of this paragraph.

(g) No building constructed on any parcel shall exceed one story in height (35 feet) and further provided that any building constructed on the areas designated "outlot" on Exhibit D attached hereto shall not exceed eighteen (18) feet in height. As shown on Exhibit D a portion of the

land owned by Parnell has been reserved for "future motel and restaurant". A two story motel has been planned for this area and the restrictions of this paragraph shall not apply to same if such motel is constructed on such reserved area. Otherwise, the restrictions shall apply.

2. The owners and/or tenants (if obligated to do so pursuant to any lease) of the respective tracts of land of property comprising the Entire Premises shall be responsible at their own expense for all costs and expenses of the maintenance of the Common Areas located on their respective tracts which shall include, but not be limited to, electricity, cleaning, snow removal, repairs, and replacements, including resurfacing and restriping, maintenance of lights and light standards, landscaping, and all other functions necessary for the proper maintenance, upkeep, and operation of such Common Areas. In the event all or any of the Owners and/or Tenants elect to maintain the Common Areas located on their respective tracts in conjunction with each other, then in such event, all such costs and expenses shall be prorated among such Owners and/or Tenants in the same proportion as the floor area of all improvements owned and/or leased by such participating Owners and/or Tenants.

3. The owners and/or tenants (if obligated to do so pursuant to any lease) of the respective tracts of land comprising the Entire Premises shall timely pay all real estate taxes and assessments, water rents and charges levied on their respective tracts.

4. Each owner and/or tenants (if obligated to do so pursuant to any lease) of a tract of land shall purchase, maintain on its own tract comprehensive liability insurance covering injuries to person or property within the area of its respective tract in the amount of at least Two Hundred Fifty Thousand and No/100 Dollars ($250,000.00) with respect to injuries to any one person; and in the amount of at least

One Million and No/100 Dollars ($1,000,000.00) with respect to any one accident; and in the amount of at least One Hundred Thousand and No/100 Dollars ($100,000.00) with respect to damage to property, and shall indemnify to the extent covered by insurance proceeds and hold harmless other party or parties from damages arising out of any accident occurring on its tract except where caused by negligence of the other party or parties. Notwithstanding the foregoing, the tenant of Exhibit A land shall be relieved of insurance obligations hereunder as long as the aforesaid Lease between WALDORF ASSOCIATES and K MART CORPORATION shall be in full force and effect.

Declarant Waldorf shall have the right, after discussion with the owners of the Entire Premises to reasonably increase or decrease the amounts of insurance set forth herein. The intent of this right is to reserve to the Declarant Waldorf the ability to modify such amounts in light of existing and future monetary fluctuations.

5. In the event of condemnation by any duly constituted authority for a public or quasi-public use of all or any part of the Entire Premises, that portion of the award attributable to the value of any land within the Common Areas so taken shall be payable only to the owner in fee, as the case may be with respect to the portion condemned, and no claim thereon shall be made by other owners of any other portion of the Entire Premises, provided, however, all other owners of the Entire Premises may file collateral claims with the condemning authority, over and above the value of the land within the Common Area so taken, to the extent of any damage suffered to their respective improvements resulting from the severance of the appurtenant Common Area or utility easements and facilities so taken, provided, further, however, that the Owner in fee of the portion of the Common Area so condemned shall promptly repair and restore the

remaining portion of the Common Area so owned by such owner as near as practicable to the condition of same immediately prior to such condemnation and without contribution from any other owners of the Entire Premises except to the extent that the proceeds of such award are insufficient to pay the costs of such restoration and repair.

No party shall have any right to any award made by the condemning authority for the value of any rights or other benefits relating to other tracts, whichever is taken by the condemnation.

6. Notwithstanding any of the covenants and conditions contained herein, no owner of all or any part of the Entire Premises, nor its partners, shareholders, officers, executors, transferees, heirs, successors and assigns shall be personally liable for any of the obligations arising from this Deed of Declaration and that any judgment rendered hereon shall be limited to the owner's interest in its tract of land as aforesaid, and no deficiency or other personal judgment, order or decree, including any order for specific performance shall be rendered against said owner or its partners, whether general and/or limited, the assets of the partnership, shareholders, officers, executors, transferrees, heirs, successors and assigns, in any action or proceeding brought hereunder.

7. No fences, barriers or other obstructions shall be erected or maintained between Exhibit A, B or C lands except to facilitate smooth and safe traffic flow between said tracts of land.

8. Declarants for themselves and the then owners of all or any part of the easement areas do, however, reserve the right to close temporarily all or any portion of the said easement areas to such extent, in the opinion of Declarants or the then Owners of all or any part of the easement areas, as may be legally necessary and sufficient to prevent a dedication thereof or an accrual of any rights in any person

other than as aforesaid or in the public generally therein. Any such temporary closing shall, however, be further subject to the reasonable consent of all owners of the Entire Premises.

9. The easements hereby granted, the restrictions hereby imposed and the agreements and covenants herein contained shall be easements, restrictions and covenants running with the land, and shall inure to the benefit of, and be binding upon Declarants and all future owners of all or any portion of the Entire Premises, and their respective heirs, successors and assigns, and all persons claiming under them for a term of Seventy-five (75) years, from the date hereof, unless terminated either as set forth herein, or by unanimous consent of the K Mart Corporation while it is the Tenant of Exhibit A land, and all the owners of the Entire Premises.

10. In the event of a breach, or attempted or threatened breach, by any owner hereafter of any portions of said Entire Premises, in any of the terms, covenants and conditions hereof including payment of taxes and assessments, any one or all other owners of the Entire Premises shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach including payment of any amounts due, and any deed, lease, assignment, conveyance or contract made in violation of this Declaration shall be void and may be set aside upon petition of one or more of the owners of the Entire Premises. All cost and expenses incurred by any owner in making any payments of any such suit or proceedings shall be assessed against the defaulting owner and shall constitute a lien against the real estate or the interest therein for which such payment was made or against the real estate or the interest therein wrongfully deeded, leased, assigned, conveyed or contracted for until paid, effective upon recording notice thereof in the Office of the Recorder in and for the County where the Entire Premises

is located, but any such lien shall be subordinate to any First Mortgage covering any portion of the Entire Premises and any Purchaser at any foreclosure sale (as well as any grantee of deed in lieu of foreclosure) under any such First Mortgage shall take title free from any such existing lien, but otherwise subject to the provisions hereof. Declarants and their successors and assigns shall execute any documents reasonably required by any lender evidencing such subordination. The remedies of any one or all such owners of the Building Areas specified herein shall be cumulative as to each and as to all other permitted at law or in equity.

11. This Agreement shall be construed in accordance with the laws of the State of Arkansas.

IN WITNESS WHEREOF, Declarants have caused this Deed of Declaration to be signed the day and year first above written.

TROY PARNELL

LUCLAIR PARNELL

WALDORF ASSOCIATES, a Texas Limited Partnership, by
WALTERS INVESTMENTS, a Texas Limited Partnership, by
ROLAND WALTERS, General Partner

By: ROLAND WALTERS
General Partner

STATE OF TEXAS)
)SS.
COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day personally appeared ROLAND E. WALTERS, a General Partner of WALTERS INVESTMENTS, a Texas Limited Partnership, the General Partner of WALDORF ASSOCIATES, a Texas Limited Partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at said County and State this 23rd day of May, 1979.

Notary Public

My commission expires:

PEGGY L. TERRY
Notary Public in Harris County, Texas
My Commission Expires February 9, 1980
Bonded by Alexander Lovett, Lawyers Surety Corp.

NOTARY PUBLIC
COUNTY OF HARRIS TEXAS

STATE OF ARKANSAS)
)SS.
COUNTY OF BENTON)

BEFORE ME, the undersigned authority, personally appeared LUCLAIR PARNELL and TROY PARNELL, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at said County and State this 16th day of May, 1979.

Marilyn Guijll
Notary Public

My commission expires:

6-1-81

EXHIBIT A

Part of the Northwest Quarter of the Northwest Quarter of Section 20, Township 16 North, of Range 30 West, and being more particularly described as follows, to wit: Beginning at a point which is N 89° 52' W 64.0 feet from the Southeast corner of said 40 acre tract, and running thence N 89° 52' W 467.0 feet; thence N 11° 31' 07" W 250.0 feet; thence S 78° 28' 53" W 8.0 feet; thence N 11° 31' 07" W 460.14 feet to a point on the South right-of-way line of U. S. Highway No. 62; thence along said right-of-way line N 67° 59' 32" E 63.04 feet; thence N 62° 42' 22" E 124.11 feet with said right-of-way; thence leaving said right-of-way S 31° 17' 00" E 82.85 feet; thence N 78° 28' 53" E 125.94 feet; thence S 11° 31' 07" E 401.71 feet; thence N 78° 28' 53" E 130.0 feet; thence S 11° 31' 07" E 370.0 feet to the point of beginning and containing 6.74 acres, more or less, and situated in Fayetteville, Washington County, Arkansas.

EXHIBIT A

EXHIBIT B

Part of the Northwest Quarter of the Northwest Quarter of Section 20, Township 16 North, of Range 30 West, and being more particularly described as follows, to wit: Beginning at a point which is N 89° 52' W, 531.0 feet from the Southeast corner of said 40 acre tract, and running thence N 89° 52' W 466.35 feet to the East right-of-way line of U. S. Highway No. 71 By-pass; thence N 15° 27' 20" W 209.48 feet with said right-of-way to the Southwest corner of a tract of land conveyed to Humble Oil & Refining Company; thence N 78° 36' 15" E 257.25 feet to the Southeast corner of said Humble Oil & Refining Company tract; thence N 11° 31' 07" W 362.07 feet to the Northeast corner of said Humble Oil & Refining Company tract, same being a point on the South right-of-way line of U. S. Highway No. 62; thence along said right-of-way line N 61° 57' 48" E 34.78 feet; thence N 65° 48' 48" E 93.54 feet with said right-of-way; thence N 67° 59' 32" E 82.65' with said right-of-way; thence leaving said right-of-way S 11° 31' 07" E 460.14 feet; thence N 78° 28' 53" E 8.0 feet; thence S 11° 31' 07" E 250.0 feet to the point of beginning and containing 4.53 acres, more or less, and situated in Fayetteville, Washington County, Arkansas.

EXHIBIT B

EXHIBIT C

Part of the Northwest Quarter of the Northwest Quarter of Section 20, Township 16 North, of Range 30 West, and being more particularly described as follows, to wit: Beginning at the Southeast corner of said 40 acre tract, and running thence N 89° 52' W 64.0 feet; thence N 11° 31' 07" W 370.0 feet; thence S 78° 28' 53" W 130.0 feet; thence N 11° 31' 07" W 407.71 feet; thence S 78° 28' 53" W 125.94 feet; thence N 31° 17' 00" W 82.85 feet to a point on the South right-of-way line of U. S. Highway No. 62; thence along said right-of-way N 62° 42' 22" E 28.0 feet; thence N 59° 37' 04" E 272.0 feet with said right-of-way; thence leaving said right-of-way S 0° 56' 11" E 142.29 feet; thence N 66° 27' 09" E 256.95 feet to a point on the East line of said 40 acre tract at a point 886.92 feet N 0° 56' 11" W of the point of beginning; thence S 0° 56' 11" E 886.92 feet to the point of beginning, and containing 4.70 acres, more or less, and situated in Fayetteville, Washington County, Arkansas.

EXHIBIT C

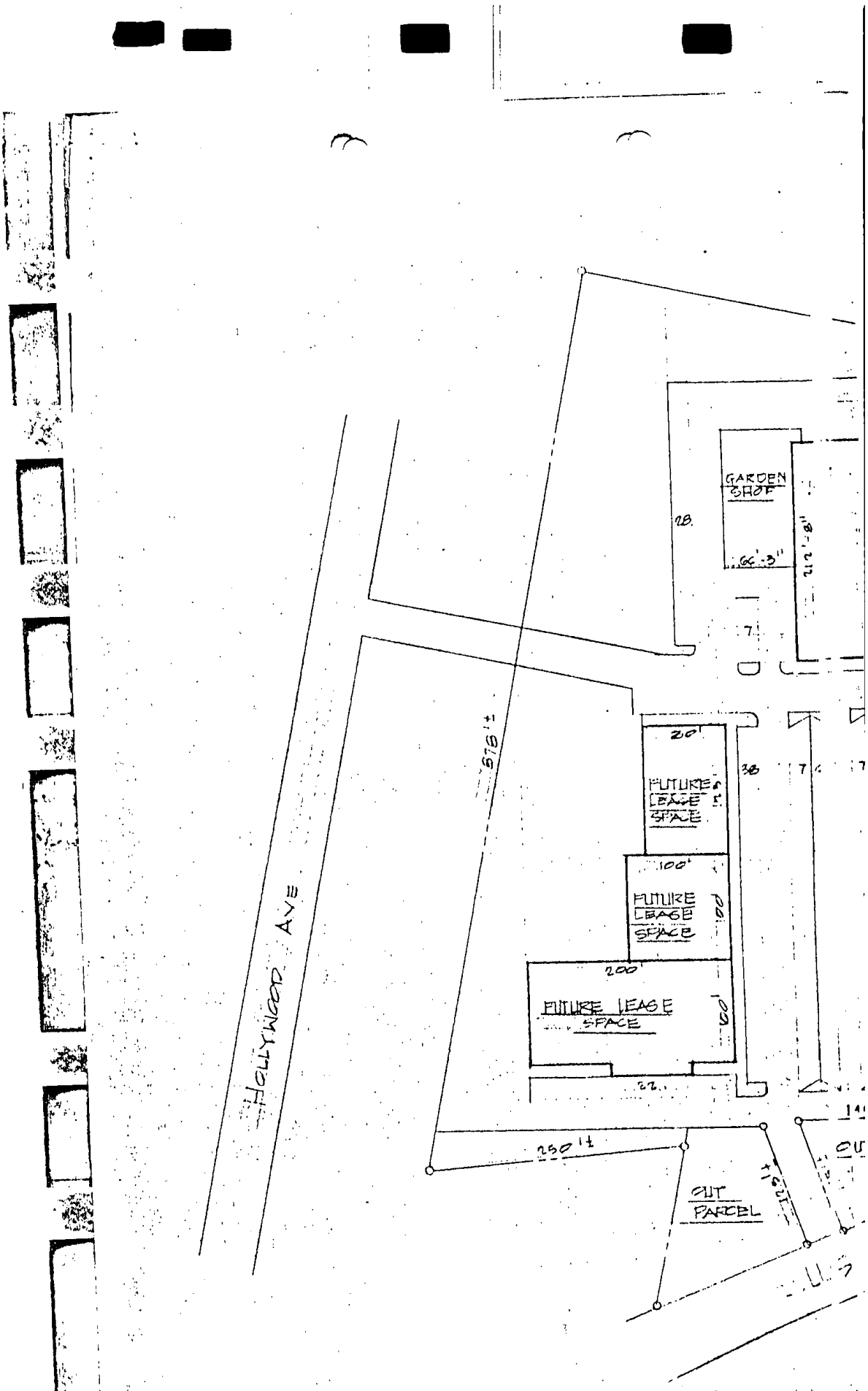


EXHIBIT D

993-50

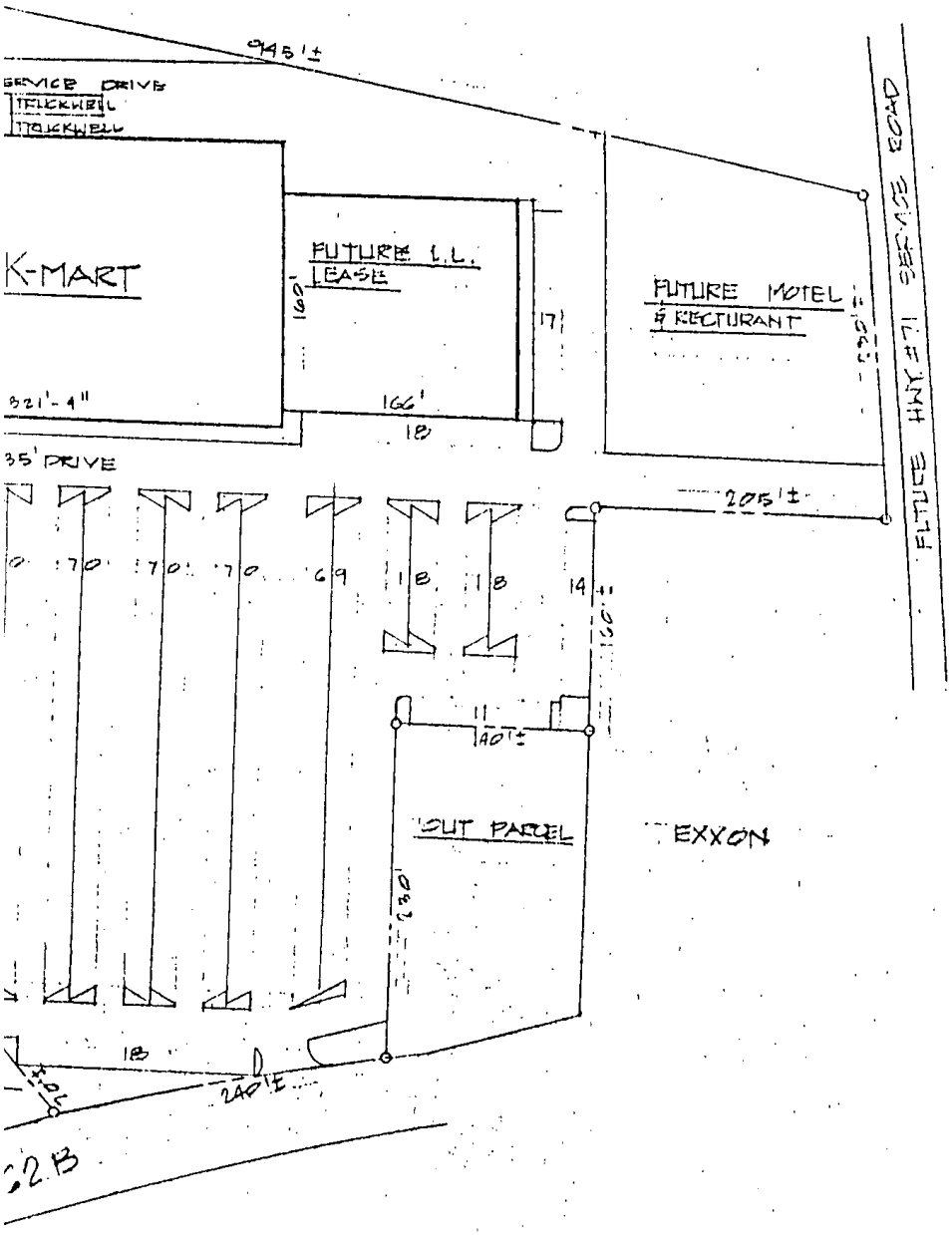

945'±
SERVICE DRIVE
TELEKWELL
TELEKWELL
K-MART
FUTURE L.L.
LEASE
FUTURE MOTEL
& RESTURANT
FUTURE HWY #71 SERVICE ROAD
321'-4"
166'
18
17
35' DRIVE
205'±
70'
70'
70'
69
18
18
14
11
40'±
OUT PARCEL
EXXON
18
240'E
2B

EXHIBIT E

ENTIRE PREMISES

Part of the Northwest Quarter of the Northwest Quarter of Section 20, Township 16 North of Range 30 West, and being more particularly described as follows, to wit: Beginning at the Southeast corner of said 40 acre tract and running, thence N 89° 52' W 997.36 feet to the East right-of-way line of U. S. Highway No. 71 By-pass; thence N 15° 27' 20" W 209.48 feet with said right-of-way to the Southwest corner of a tract of land conveyed to Humble Oil & Refining Company; thence N 78° 36' 15" E 257.25 feet to the Southeast corner of said Humble Oil & Refining Company tract; thence N 11° 31' 07" W 362.07 feet to the Northeast corner of said Humble Oil & Refining Company tract, same being a point on the South right-of-way line of U. S. Highway No. 62; thence along said right-of-way line N 61° 57' 48" E 34.78 feet; thence N 65° 48' 48" E 93.54 feet with said right-of-way; thence N 67° 59' 32" E 145.69 feet with said right-of-way; thence N 62° 42' 22" E 152.11 feet with said right-of-way; thence N 59° 37' 04" E 272.0 feet with said right-of-way; thence leaving said right-of-way S 0° 56' 11" E 142.29 feet; thence N 66° 27' 09" E 256.95 feet to a point on the East line of said 40 acre tract at a point 886.92 feet N 0° 56' 11" W of the point of beginning; thence S 0° 56' 11" E 886.92 feet to the point of beginning, and containing 15.97 acres, more or less, and situated in Fayetteville, Washington County, Arkansas.

EXHIBIT E

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-1978

MEETING OF JUNE 30, 2026

TO: Mayor Rawn and City Council

THROUGH: Keith Macedo, Chief of Staff

FROM: Jonathan Curth, Development Services Director
Chris Brown, Public Works Director

SUBJECT: **Adoption of a City of Fayetteville-University of Arkansas memorandum of understanding that establishes maintenance responsibilities on certain roadways through and adjacent to University of Arkansas properties**

RECOMMENDATION:
City staff recommends approval of a resolution to adopt a City of Fayetteville-University of Arkansas Memorandum of Agreement (MOA) establishing maintenance responsibilities on certain roadways through and adjacent to University of Arkansas properties.

BACKGROUND:
For several years, the University of Arkansas expressed interest in using their property frontages along public streets for additional landscaping, extended areas of Senior Walk, and other enhancements. City and University staff collaborated to identify a mechanism by which to do this that protected the interests of both institutions, culminating in a conditionally approved right-of-way vacation that was approved by City Council in 2023 (Ordinance 6640; attached). This ordinance encompasses 6.54 acres of right-of-way to be vacated along seven streets adjoining the main University of Arkansas campus and its satellite arts district. None of the 18 portions of right-of-way include vehicle driving lanes.

In-turn, the University proposes dedication of right-of-way along with utility easements to protect existing facilities. Among the outstanding conditions of the approved right-of-way vacation, perhaps the most prominent is the requirement for a formal agreement between the City and University, enshrining assurances of pedestrian access and clear delineation of responsibility for maintenance and repairs.

DISCUSSION:
Following approval of Ordinance 6640, City and University staff developed a MOA to enshrine the right-off-way vacation's conditions. The MOA was approved by the University's Board of Trustees with mayoral signature pending Council approval.

BUDGET/STAFF IMPACT:

ATTACHMENTS: 3. Staff Review Form , 4. City of Fayetteville-UA MOA, 5. Ordinance 6640

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

File #: 2026-1978

A RESOLUTION TO APPROVE A MEMORANDUM OF UNDERSTANDING WITH THE UNIVERSITY OF ARKANSAS THAT ESTABLISHES MAINTENANCE RESPONSIBILITIES ON CERTAIN ROADWAYS AND SIDEWALKS THROUGH AND ADJACENT TO UNIVERSITY OF ARKANSAS PROPERTIES

WHEREAS, for several years, the University of Arkansas expressed interest in using its property frontages and our sidewalk rights-of-way along public streets for additional landscaping, extended areas of Senior Walk, and other enhancements; and

WHEREAS, City and University staff collaborated to identify a mechanism to accomplish this that protected the interests of both institutions, culminating in a conditionally approved right-of-way vacation that was approved by City Council in 2023 through Ordinance 6640; and

WHEREAS, Ordinance 6640 encompassed 6.54 acres of street and sidewalk right-of-way along seven streets adjoining the main University of Arkansas campus and its satellite arts district; and

WHEREAS, the University of Arkansas proposed dedication of certain rights-of-way along with utility easements to protect existing facilities and requirement of a formal agreement between the City and University to assure pedestrian access and clear delineation of responsibility for maintenance and repairs.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Rawn to sign a Memorandum of Understanding with the University of Arkansas that establishes maintenance responsibilities on certain roadways and sidewalks through and adjacent to University of Arkansas properties.

City of Fayetteville Staff Review Form

2026-1978

Item ID

6/16/2026

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jonathan Curth	5/28/2026	DEVELOPMENT SERVICES (620)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

City staff recommends approval of a resolution to adopt a City of Fayetteville-University of Arkansas Memorandum of Agreement establishing maintenance responsibilities on certain roadways through and adjacent to University of Arkansas properties

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 # Ord. 6640

Change Order Number:

Approval Date: 2/7/2023

Original Contract Number:

Comments:

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

BOARD OF TRUSTEES OF THE UNIVERSITY OF ARKANSAS, ACTING FOR AND ON BEHALF OF THE UNIVERSITY OF ARKANSAS, FAYETTEVILLE

AND

CITY OF FAYETTEVILLE, ARKANSAS

REGARDING

CONDITIONS OF VACATION OF VARIOUS RIGHTS-OF-WAY AND THE RESPONSIBILITIES FOR THE ONGOING MAINTENANCE OF ROADWAYS THROUGH THE UNIVERSITY OF ARKANSAS, AND FOR OTHER PROPERTIES AS AGREED TO BY THE PARTIES

WHEREAS, the University of Arkansas (the University) is located within the city limits of the City of Fayetteville, Arkansas (the City) and the City has certain streets that pass through the state-owned property of the University; and

WHEREAS**,** the City has been granted ownership of the Rights of Way (ROW) of these streets which once were the property of the State of Arkansas, in the form of highways managed by ARDOT; and

WHEREAS, the City and the University have determined that it is in the best interest of both parties and the constituencies they respectively represent to transfer ownership of specific portions of said ROW from the City to the University; and

WHEREAS, the City Council has the authority under A.C.A. § 14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes; and

WHEREAS, the City and the University have jointly executed the required official legal documents required to make such ROW transfers, such that the City generally owns the ROW encompassing the street width from the back-of-curb to back-of-curb for the designated streets; and the University owns the land beginning at the back-of-curb, it then being a continuous part of the University's adjacent property; and

WHEREAS the City and the University wish to designate the maintenance responsibilities for all land areas, surface and sub-surface infrastructures, landscape and grounds, and other appurtenances, collectively referred to as facilities, of the University and the City respectively in such transferred ROW areas; and,

WHEREAS the City and the University wish to execute all necessary associated utility easements, as required to maintain said facilities, both public and private; and

WHEREAS the City and the University agree to provide in the agreement assurances for pedestrian access to sidewalks of the University in the vacated areas; and

NOW THEREFORE, the City and the University agree to the following conditions and responsibilities under this agreement, for the designated areas shown on the attached and referenced exhibits:

I. PEDESTRIAN ACCESS

a. The University agrees by execution of this MOU with the City, to accommodate use by the general public of the sidewalks that are located on the subject University property for pedestrian traffic, to be used in compliance with applicable law and policies of the University. The University may temporarily close or otherwise manage access for safety, construction, repair, or maintenance purposes.

II. EASEMENTS FOR FACILITIES

a. Easements shall be dedicated for any existing facilities associated with this right-of-way vacation request, with review and coordination by the University, the City, and the utility provider, including properly identifying utilities in the field by means of surveying, pot holing, and coordinating with utility representatives.

b. Signal poles and appurtenances must remain in the right-of-way, or an easement be dedicated over the areas where poles and appurtenances are located.

c. Drainage easements must be dedicated in areas of existing drainage facilities.

d. For the installation of future utilities, the University and the City agree to work cooperatively to provide reasonable and necessary access to utility providers.

III. MAINTENANCE RESPONSIBILITIES OF THE CITY.

a. Within the City ROW, the city shall be responsible for maintaining the street paving, curbs and gutters, storm and drainage structures, traffic and crosswalk signals and control cabinets, street markings and all other hardscape or road elements, unless specifically identified as a responsibility of the University elsewhere in the MOU.

b. Outside City ROW, the City shall be responsible for repairs to features behind the curb due to maintenance, installation, and repair of any City facilities located within vacated rights of way, including drainage facilities and water/sewer lines, where a utility easement has been granted to the City from the University. The City shall be financially responsible for restoration of disturbed hardscape and landscape only to the extent the repairs are consistent with the standard of care for other City Streets. The University shall be responsible for any enhanced landscape or hardscape above that which is typical for the City in other similar instances.

c. The City shall not be responsible for the maintenance of landscape, trees and irrigation systems, located in the street medians, unless specifically noted below.

d. For other site improvements located outside the City ROW, or not contained in a dedicated City easement, the City will not be responsible for maintenance or repair of anything except a standard sidewalk, as defined in City engineering standards for a Master Plan Street Section of the same classification. Where repairs require specialty hardscape materials (e.g. Senior Walk, specialty pavers, specialty signage) desired by the University, restoration shall be as mutually agreed by the City and University; but the City will be responsible for only the cost of City standard hardscape materials as specified by the design standards shown in the Master Plan Street Sections. Any damage to or relocation of existing facilities will be at the expense of those creating the need for the maintenance or repair.

IV. MAINTENANCE RESPONSIBILITIES OF THE UNIVERSITY

a. For the streets noted below, the maintenance responsibility of the University within the City ROW will be primarily related to landscape elements, associated with ground cover, trees and irrigation.

b. Unless explicitly noted otherwise, maintenance responsibility of the University does not include hardscape or road elements located in City ROW, such as curb and gutter, drainage infrastructure, paving, traffic and crosswalk signals and equipment, street markings, and standard traffic control signage; all of which are the responsibility of City. University specialty monument signage is not the responsibility of the City, whether in City ROW or not.

c. Scope of Maintenance Services to be provided by the University:

    1) Maintenance of turf grass:
        a) Mowing, chemical treatment
        b) Periodic edging and weed string trimming
    2) Maintenance of trees:
        a) Pruning as required
        b) Replacement when necessary
        c) Installation, pruning, and replacement will be coordinated such that signage elements maintained by the City are not obscured, and that sight distance standards are upheld.
    3) Irrigation systems where applicable:
        a) Backflow device maintenance
        b) Drip irrigation for trees
        c) Turf irrigation where applicable
        d) Utility costs for irrigation
    4) Crosswalk striping and pedestrian enhancements (RRFB's, in pavement lighting, and the like) at non-signalized pedestrian crossings.

V. ROADWAYS AND STREETS SUBJECT TO THIS AGREEMENT

The following street designations are subject to this MOU and the conditions stated herein. The complete ROW documents and legal descriptions are included in the referenced ATTACHMENT 1, which describes all three (3) Vacation Map sections.

This list may be modified or amended over time as the need arises between the parties.

a. The street sections generally identified below are shown in the Vacation Maps and are identified in the EXHIBITS, shall be subject to the specific requirements noted in the Agreement:

1) SOUTH RAZORBACK ROAD

a) RAZORBACK ROAD - Martin Luther King Blvd to W Hotz Drive

2) MAPLE HILL BLOCK

a) RAZORBACK ROAD – W Hotz Drive to Cleveland Ave

b) CLEVELAND AVE - Razorback Road to Lindell Ave

c) MAPLE STREET - Razorback Road to Garland Ave

d) GARLAND AVE - Maple Street to Cleveland Ave

3) ART AND DESIGN DISTRICT

a) MARTIN LUTHER KING, JR. BLVD – Hill Ave to LeRoy Pond Dr

b) HILL AVE – Martin Luther King Jr. Blvd to South Property Boundary

c) LEROY POND DR. – Martin Luther King Jr. Blvd to South Property Boundary

VI. MINOR PHYSICAL MODIFICATIONS

The University and the City jointly and independently reserve the right to make limited reasonable modifications to the University maintained areas at their own cost, as needed to maintain safety of the roadways, accommodate changing site conditions and to preserve the ability to maintain the areas. Each party shall notify the other prior to making such modifications and the basis for the need for the modification by contacting Facilities Management with the University and the Office of the City Engineer with the City.

VII. DURATION

This Agreement will only expire if both the University and the City consent to its termination in writing.

VIII. TRANSFER

This Agreement shall not be transferable unless approved in writing by the City of Fayetteville, and the Board of Trustees of the University of Arkansas.

IX. AMENDING THE MEMORANDUM OF AGREEMENT

FAILURE TO PERFORM: Should either of the signatories to this Agreement believe that the terms of this Agreement are not being met, or cannot be met, that party shall immediately notify the other signatories and request consultation to amend this Agreement. The parties agree to act in good faith to resolve any issues incurred over the term of the Agreement, consistent with any applicable laws, codes or ordinances, and with accepted professional engineering practice.

CHANGES TO THE AGREEMENT: Over time, it is expected that there will be the need to change ROW designations, add additional streets and ROW to the agreement, or remove areas currently in the Agreement. Should this need arise over the life of the Agreement, the signatories to this Agreement shall notify the other signatories and request consultation to amend this Agreement. The parties agree to act in good faith to resolve any issues incurred over the term of the Agreement, consistent with any applicable laws, codes or ordinances, and with accepted professional engineering practice. The process to amend this Agreement shall be conducted in a manner similar to that leading to the execution of this Agreement.

X. TERMINATING THE MEMORANDUM OF AGREEMENT

This Agreement shall not be terminated except by the authorized respective representatives of the City of Fayetteville, and the Board of Trustees of the University of Arkansas.

XI. COUNTERPARTS AND SIGNATURES

This Agreement may be executed in one or more counterparts, each of which shall be considered one and the same document. The parties agree that copies of faxed or PDF copies of the signature pages shall be deemed a valid and binding upon each of them.

XII. GOVERNING LAW

This Agreement shall be governed and construed under the laws of the State of Arkansas without regard to its choice of law principles. By entering into this Agreement, neither the City, nor the University, waive any immunities to suit that are or may be available to it or its respective officials, trustees, representatives or employees.

SIGNATORIES

BOARD OF TRUSTEES OF THE UNIVERSITY OF ARKANSAS, ACTING FOR AND ON BEHALF OF THE UNIVERSITY OF ARKANSAS, FAYETTEVILLE

Name: Jay B. Silveria, President
Title:

29 APR, 2026
(Date)

CITY OF FAYETTEVILLE, ARKANSAS

ATTEST:

Mayor Molly Rawn
City of Fayetteville, Arkansas

Kara Paxton, City Clerk-Treasurer
Date

ATTACHMENT 1

City of Fayetteville Ordinance

ATTACHMENT 1 **COF ROW Legal Description**

13 Pages

ATTACHMENT 2 **City Council Memo 554a0814-ec2e-4eaa-8dfe-054e8045c030**

2 Pages

ATTACHMENT 3 **Ordinance f638f531-efa7-4921-bca5-84f7aefb3b3c**

2 Pages

ATTACHMENT 4 **COF ROW Vacation - AREA OVERVIEW MAP**

1 page

Written request and narrative to accompany Right-of-Way Vacation
University of Arkansas, City of Fayetteville, Arkansas.

To: The Fayetteville City Planning Commission and
The Fayetteville City Council

On behalf of the landowners, I am petitioning the Fayetteville City Planning Commission and the Fayetteville City Council to vacate/reduce portions of ROW in the areas described below:

Razorback Rd: Vacating ROW west of the west back of curb and east of the east back of curb from MLKJr Blvd to Maple St (and including the bus pull off area on the east side just north of Mitchell St); and east of the east back of curb from Maple St to Cleveland St. Excluding any vacation of the existing ROW along the west side of Razorback Rd, north of Center Street adjacent to the Islamic Center of Northwest Arkansas property.

Maple St: Vacating ROW north of the north back of curb and south of the south back of curb, from Razorback Rd to Garland Ave

Garland Ave: Vacating ROW west of the west back of curb and east of the east back of curb, from Maple St to Cleveland St (and including the bus pull off area on the east side between Douglas St and Cleveland St)

Cleveland St: Vacating ROW south of the south back of curb, from Razorback Rd to Lindell Ave

Hill Ave: Vacating ROW east of the east back of curb, south of MLKJr Blvd to the alley along the north side of the National Cemetery property

Lt Col Leroy Pond: Vacating ROW west of the proposed back of curb, south of MLKJr Blvd to the Railroad ROW containing the City trail

MLKJr Blvd: Vacating the 10' strip of ROW along the south side of MLKJr Blvd in the center of the block between Hill Ave and Lt Col Leroy Pond

The University of Arkansas is the only abutting land owner to the rights of way sought to be vacated/reduced. By granting this vacation request, the current owners would benefit, and no other landowner would be adversely affected.

Pedestrian Access Easements will be dedicated to the City to the back of sidewalks along the streets.

Where storm drainage systems, water mains, and sewer mains exist within the proposed vacated areas: drainage, water, and sewer easements will be dedicated to the City. Other utilities located within the proposed vacated areas will receive written easements for their continued use, maintenance, & repair/replacement.

The public interest and welfare would not be adversely affected by granting this vacation request.

The vacation/reduction of the rights of way described above would benefit the City of Fayetteville by removing the senior sidewalks, sidewalks, side paths, lights, trees, signs, drive aprons, etc from required city maintenance and repair/replacement, thus saving the taxpayers and allowing money allocated for this purpose to be used where needed elsewhere. Those obligations would by conveyed unto the University of Arkansas.

Included in the Petition Packet is:

1. Application and Payment of applicable fees for processing the application $205.00.
2. Legal description of areas to be vacated
3. Exhibit Maps
4. This Letter
5. Owner's consent
6. Authorization Letter
7. County Parcel Map Copies
8. Petition to Vacate ROW
9. Utility Company Comments

Allen Jay Young, Development Consultants, Inc.

EXHIBIT 'B'
VAC-2022-0024

ROW Vacation Description

#1

Part of the NE1/4 NW1/4 of Section 21, Township 16 North, Range 30 West, City of Fayetteville, Arkansas, being more particularly described as follows:

Commencing at the NW corner of the said NE1/4 NW1/4; Thence S 60°00'27" E, a distance of 525.14 feet to the Easterly right of way line of Hill Avenue and the Point of Beginning; Thence S 02°40'45" W along the Easterly right of way line of said Hill Avenue, a distance of 36.68 feet; Thence S 82°20'08" W, a distance of 11.08 feet to a point on the Easterly back of curb line of Hill Avenue; Thence N 02°52'05" E along the said Easterly back of curb line, a distance of 36.70 feet; Thence N 82°20'08" E, a distance of 10.96 feet to the Point of Beginning, containing 0.01 acres more or less.

#2

Part of the NE1/4 NW1/4 of Section 21 and part of the SE1/4 SW1/4 of Section 16 all in Township 16 North, Range 30 West, City of Fayetteville, Arkansas, being more particularly described as follows:

Commencing at the NW corner of the said NE1/4 NW1/4; Thence S 64°05'15" E, a distance of 507.77 feet to a point on the Easterly right of way line of Hill Avenue and the Point of Beginning; Thence S 82°20'08" W, a distance of 10.82 feet to a point on the Easterly back of curb line of said Hill Avenue; Thence N 02°52'05" E along the said Easterly back of curb line, a distance of 132.06 feet; Thence N 02°41'12" E along the said Easterly back of curb line, a distance of 362.61 feet; Thence S 87°10'32" E, a distance of 6.48 feet to the Easterly right of way line of said Hill Avenue; Thence along the Easterly right of way line of said Hill Avenue the following three courses: S 02°32'37" W, a distance of 184.79 feet; S 01°43'05" W, a distance of 193.23 feet; S 02°40'45" W, a distance of 114.72 feet to the Point of Beginning, containing 0.09 acres more or less.

#3

Part of the SE1/4 SW1/4 of Section 16, Township 16 North, Range 30 West, City of Fayetteville, Arkansas, being more particularly described as follows:

Commencing at the NW corner of the NE1/4 NW1/4 of Section 21. Thence N 68°47'51" E, a distance of 718.90 feet to a point of the Southerly right of way line of M.L.K. JR Boulevard; Thence S 86°32'38" E, a distance of 277.65 feet to a point on the Southerly right of way line of M.L.K. JR Boulevard; Thence along the Southerly right of way line of M.L.K. JR Boulevard the following three courses: S 03°27'22" W, a distance of 10.00

feet; N 86°32'38" W, a distance of 277.52 feet; N 02°42'49" E, a distance of 10.00 feet to the Point of Beginning, containing 0.06 acres more or less.

#4

Part of the NE1/4 NW1/4 of Section 21 and part of the SE1/4 SW1/4 of Section 16 all in Township 16 North, Range 30 West, City of Fayetteville, Arkansas, being more particularly described as follows:

Commencing at the NW corner of the said NE1/4 NW1/4; Thence N 77°59'30" E, a distance of 1124.85 feet the intersection of the Southerly right of way line of M.L.K. JR Boulevard and the Westerly right of way line of Government Avenue and the Point of Beginning; Thence S 86°32'38" E, a distance of 8.00 feet to a point on the Westerly back of curb line of said Government Avenue; Thence S 02°28'13" W along the said Westerly back of curb line, a distance of 370.23 feet; Thence S 82°19'51" W, a distance of 19.56 feet to the Westerly right of way line of said Government Avenue; Thence along the Westerly right of way line of said Government Avenue the following three courses: N 02°31'09" E, a distance of 208.36 feet; S 87°04'21" E, a distance of 11.07 feet; N 02°28'13" E, a distance of 165.53 feet to the Point of Beginning, containing 0.13 acres more or less.

#5

Part of the SE1/4 of Section 8 and part of the NE1/4 NE1/4 of Section 17 all in Township 16 North, Range 30 West, City of Fayetteville, Washington County, Arkansas, being more particularly described as follows:

Commencing at the SE corner of said Section 8; Thence N 02°53'25" E along the East line of said Section 8, a distance of 1260.95 feet; Thence N 87°09'15" W, a distance of 117.56 feet to a point on the Southerly right of way line of Clevland Street and the Point of Beginning; Thence along the Southerly right of way line of said Clevland Street the following bearings and distances: N 87°09'15" W, a distance of 478.83 feet; N 02°50'45" E, a distance of 12.44 feet; N 87°09'15" W, a distance of 715.54 feet to a point on the proposed Southerly back of curb line of said Clevland Street; Thence along the Southerly back of curb line of said Clevland Street the following bearings and distance: Northeasterly along a 29.50 feet radius curve to the right, thru a central angle of 57°21’17", for a distance of 29.53 feet, said curve having a chord bearing of N 63°53’14" E, and distance of 28.31 feet; S 87°26'07" E, a distance of 805.77 feet to the beginning of a circular curve to the right; Southeasterly along a 5.00 feet radius curve to the right, thru a central angle of 90°00'00", for a distance of 7.85 feet, said curve having a chord bearing of S 42°26'07" E, and distance of 7.07 feet; S 02°33'53" W, a distance of 6.83 feet; S 87°26'07" E, a distance of 386.19 feet to the beginning of a circular curve

to the right, said point being at the intersection of the Southerly back of curb line of said Clevland Street and the Westerly back of curb line of Garland Avenue; Thence along the Westerly back of curb line of said Garland Avenue the following bearings and distances: Southeasterly along a 37.50 feet radius curve to the right, thru a central angle of 89°49'41", for a distance of 58.79 feet, said curve having a chord bearing of S 42°31'16" E, and distance of 52.95 feet; Thence S 02°23'34" W, a distance of 736.30 feet; Thence S 03°10'11" W, a distance of 391.26 feet; Thence S 03°10'11" W, a distance of 61.13 feet to the beginning of a circular curve to the right at the intersection of the Westerly back of curb line of said Garland Avenue and the Northerly back of curb line of West Maple Street; Thence along the Northerly back of curb line of said West Maple Street the following bearings and distances: Southwesterly along a 39.50 feet radius curve to the right, thru a central angle of 89°20'08", for a distance of 61.59 feet, said curve having a chord bearing of S 47°50'15" W, and distance of 55.54 feet; N 87°29'41" W, a distance of 1184.55 feet to the beginning of a circular curve to the right at the intersection of the Northerly back of curb line of said West Maple Street and the Easterly back of curb line of Razorback Road; Thence along the Easterly back of curb line of said Razorback road the following bearings and distances: Northwesterly along a 30.00 feet radius curve to the right, thru a central angle of 89°59'12", for a distance of 47.12 feet, said curve having a chord bearing of N 42°30'05" W, and distance of 42.42 feet; N 02°29'30" E, a distance of 20.32 feet; Thence leaving the Easterly back of curb line of said Razorback Road and along the Northerly right of way line of said West Maple Street the following bearings and distance: S 87°16'56" E, a distance of 36.71 feet; S 32°16'27" E, a distance of 12.21 feet; S 02°43'04" W, a distance of 15.00 feet; S 85°50'33" E, a distance of 196.14 feet; S 86°17'43" E, a distance of 367.01 feet; N 58°48'06" E, a distance of 43.32 feet; S 87°56'08" E, a distance of 61.00 feet; S 53°43'12" E, a distance of 30.23 feet; S 87°56'08" E, a distance of 15.00 feet; S 02°03'52" W, a distance of 10.00 feet; S 87°56'08" E, a distance of 128.00 feet; S 80°44'15" E, a distance of 27.21 feet; S 87°49'55" E, a distance of 27.57 feet; N 02°03'52" E, a distance of 10.46 feet; S 87°56'08" E, a distance of 141.43 feet; S 78°00'34" E, a distance of 29.74 feet; S 87°43'15" E, a distance of 93.43 feet to the intersection of the Northerly right of way line of said West Maple Street and the Westerly right of way line of said Garland Avenue; Thence along the Westerly right of way line of said Garland Avenue the following bearings and distances: N 51°46'34" E, a distance of 53.54 feet; N 08°37'03" E, a distance of 7.95 feet; N 03°14'28" E, a distance of 238.68 feet; N 41°45'32" W, a distance of 6.15 feet; N 03°14'28" E, a distance of 77.00 feet; N 48°14'28" E, a distance of 6.15 feet; N 03°14'28" E, a distance of 136.61 feet; N 02°31'16" E, a distance of 701.38 feet; N 58°12'33" W, a distance of 51.84 feet to the Point of Beginning, containing 1.67 Acres more or less.

#6

Part of the SW1/4 of Section 9, Township 16 North, Range 30 West, City of Fayetteville, Washington County, Arkansas, being more particularly described as follows:

Commencing at the SW corner of said Section 9; Thence N 74°45'30" E, a distance of 95.94 feet to a point lying on the Northerly right of way line of West Maple Street and the Point of Beginning; Thence S 03°06'30" W, a distance of 9.11 feet to the intersection of the Northerly back of curb line of said West Maple Street and the Easterly back of curb line of Garland Avenue; Thence along the Easterly back of curb line of said Garland Avenue the following bearings and distances: N 86°53'30" W, a distance of 36.05 feet to the beginning of a circular curve to the right; Northwesterly along a 39.50 feet radius curve to the right, thru a central angle of 90°03'41", for a distance of 62.09 feet, said curve having a chord bearing of N 41°51'40" W, and distance of 55.89 feet; N 03°10'11" E, a distance of 65.85 feet; N 03°10'11" E, a distance of 381.32 feet; N 02°23'34" E, a distance of 10.44 feet; Northeasterly along a 19.50 feet radius curve to the right, thru a central angle of 51°14'11", for a distance of 17.44 feet, said curve having a chord bearing of N 28°00'40" E, and distance of 16.86 feet; Thence leaving the Easterly back of curb line of said Garland Avenue and along the Easterly right of way line of said Garland Avenue, S 02°53'25" W, a distance of 465.30 feet to the intersection of the Easterly right of way line of said Garland Avenue and the Northerly right of way line of aforesaid West Maple Street; Thence along the Northerly right of way line of said West Maple Street the following bearings and distances: S 42°55'49" E, a distance of 43.49 feet; S 74°15'21" E, a distance of 35.89 feet to the Point of Beginning, containing 0.12 Acres more or less.

#7

Part of the SW1/4 of Section 9, Township 16 North, Range 30 West, City of Fayetteville, Washington County, Arkansas, being more particularly described as follows:

Commencing at the SW corner of said Section 9; Thence N 02°53'25" E along the West line of said Section 9, a distance of 1297.88 feet; Thence S 87°06'35" E, a distance of 44.78 feet to the intersection of the Southerly right of way line of Clevland Street and the Easterly right of way line of Garland Avenue and the Point of Beginning; Thence along the Easterly right of way line of said Garland Avenue the following bearings and distances: S 48°20'03" W, a distance of 27.69 feet; S 02°53'40" W, a distance of 707.66 feet to the Easterly back of curb line of said Garland Avenue; Thence along the Easterly back of curb line of said Garland Avenue the following bearings and distances: Northwesterly along a 19.50 feet radius curve to the right, thru a central angle of 52°26'46", for a distance of 17.85 feet, said curve having a chord bearing of N 23°49'49" W, and distance of 17.23 feet; N 02°23'34" E, a distance of 250.85 feet; Thence leaving the Easterly back of curb line of said Garland Avenue N 02°23'34" E, a distance of 209.31 feet to a point on the Easterly back of curb line of said Garland Avenue; Thence N 02°23'34" E along the Easterly back of curb line of said Garland Avenue, a distance of 229.09 feet to the intersection of the Easterly back of curb line of said Garland Avenue and the Southerly back of curb line of aforesaid Clevland Street and the beginning of a circular curve to the right; Thence along the Southerly right of way line of said Clevland Street the following bearings and distances: Northeasterly along a 31.50 feet radius curve to the right, thru a central angle of 91°00'58", for a distance of 50.04 feet, said curve having a chord bearing of N 47°54'03" E, and distance of 44.94 feet; S 86°35'28" E, a distance of 276.96 feet; Thence leaving the Southerly back of curb line of

said Clevland Street, S 02°53'25" W, a distance of 6.72 feet to a point lying on the Southerly right of way line of said Clevland Street; Thence N 87°07'28" W along the Southerly right of way line of said Clevland Street, a distance of 275.22 feet to the Point of Beginning, containing 0.24 Acres more or less.

#8

Part of the NE1/4 NE1/4 of Section 17, Township 16 North, Range 30 West, City of Fayetteville, Washington County, Arkansas, being more particularly described as follows:

Commencing at the NE corner of said Section 17; Thence S 02°41'08" W along the East line of said Section 17, a distance of 44.57 feet to a point lying on the Southerly right of way line of West Maple Street and the Point of Beginning; Thence along the Southerly right of way line of said West Maple Street the following bearings and distances: N 87°56'08" W, a distance of 529.41 feet; S 02°03'52" W, a distance of 10.00 feet; N 87°56'08" W, a distance of 45.09 feet; S 29°02'41" W, a distance of 50.50 feet; S 79°37'29" W, a distance of 17.72 feet to the Easterly back of curb line of Stadium Drive; Thence N 02°37'28" E along the Easterly back of curb line of said Stadium Drive, a distance of 49.69 feet to the beginning of a circular curve to the right at the intersection of the Easterly back of curb line of said Stadium Drive and the Southerly back of curb line of West maple Street; Thence along the Southerly back of curb line of said West Maple Street the following bearings and distances: Northeasterly along a 30.00 feet radius curve to the right, thru a central angle of 89°52'51", for a distance of 47.06 feet, said curve having a chord bearing of N 47°33'53" E, and distance of 42.38 feet; S 87°29'41" E, a distance of 584.19 feet; S 02°41'08" W, a distance of 16.09 feet to the Point of Beginning, containing 0.31 Acres more or less.

#9

Part of the NE1/4 NE1/4 of Section 17, Township 16 North, Range 30 West, City of Fayetteville, Washington County, Arkansas, being more particularly described as follows:

Commencing at the NW of the said NE1/4 NE1/4; Thence S 02°43'18" W along the West line of said NE1/4 NE1/4, a distance of 309.18 feet; Thence S 87°16'42" E, a distance of 23.76 feet to a point lying on the Easterly right of way line of Razorback Road and the Easterly back of curb line of said Razorback Road and the Point of Beginning; Thence N 02°58'57" E along the Easterly back of curb line of said Razorback Road, a distance of 160.23 feet to the beginning of a circular curve to the right at the intersection of the Easterly back of curb line of said Razorback Road and the Southerly back of curb line of West Maple Street; Thence Northeasterly along the Southerly back of curb line of said West Maple Street along a 100.00 feet radius curve to the right, thru a central angle of 89°31'22", for a distance of 156.25 feet, said curve having a chord bearing of N 47°44'38" E, and distance of 140.83 feet; Thence S 87°29'41" E along the Southerly back of curb line of said West Maple Street, a distance of 514.79 feet to the

beginning of a circular curve to the right at the intersection of the Southerly back of curb line of said West Maple Street and the Westerly back of curb line of Stadium Drive; Thence Southeasterly along the Westerly back of curb line of said Stadium Drive along a 30.00 feet radius curve to the right, thru a central angle of 90°07'09", for a distance of 47.19 feet, said curve having a chord bearing of S 42°26'07" E, and distance of 42.47 feet; Thence S 02°37'28" W along the Westerly back of curb line of said Stadium Drive, a distance of 57.35 feet to a point lying on the Southerly right of way line of said West Maple Street; Thence along the Southerly right of way line of said West Maple Street the following bearings and distances: S 79°37'29" W, a distance of 17.02 feet; N 43°37'28" W, a distance of 44.19 feet; N 43°37'28" W, a distance of 22.24 feet; N 54°03'02" W, a distance of 48.45 feet; N 85°43'19" W, a distance of 137.52 feet; N 71°49'55" W, a distance of 7.76 feet; N 86°45'54" W, a distance of 94.00 feet; S 03°14'11" W, a distance of 14.50 feet; N 86°45'49" W, a distance of 26.00 feet; Thence N 03°14'11" E, a distance of 14.50 feet; N 86°45'50" W, a distance of 178.59 feet; S 54°43'02" W, a distance of 69.92 feet; S 36°42'58" W, a distance of 24.53 feet to the intersection of the Southerly right of way line of said West Maple Street and the Easterly right of way line of said Razorback Road; Thence S 02°43'04" W along the Easterly right of way line of said Razorback Road, a distance of 168.40 feet; Thence S 57°28'29" W along the Easterly right of way line of said Razorback Road, a distance of 34.08 feet to the Point of Beginning, containing 0.43 Acres more or less.

#10

Part of the NE1/4 SE1/4 of Section 17, Township 16 North, Range 30 West, City of Fayetteville, Washington County, Arkansas, being more particularly described as follows:

Commencing at the NW corner of the said NE1/4 SE1/4; Thence S 02°43'27" W along the West line of said NE1/4 SE1/4, a distance of 401.69 feet; Thence S 88°04'02" E, a distance of 19.28 feet to a point lying on the Easterly right of way line of Razorback Road and the Point of Beginning; Thence along the Easterly right of way line of said Razorback Road the following bearings and distances: S 88°04'02" E, a distance of 26.98 feet; S 02°34'31" W, a distance of 474.04 feet; S 47°17'49" E, a distance of 35.62 feet; S 07°31'38" W, a distance of 17.21 feet to a point lying on the Northerly back of curb line of Nolan Richardson Drive; Thence N 87°28'31" W along the Northerly back of curb line of said Nolan Richardson Drive, a distance of 17.76 feet to the beginning of a circular curve to the right at the intersection of the Northerly back of curb line of said Nolan Richardson Drive and the Easterly back of curb line of said Razorback Road; Thence along the Easterly back of curb line of said Razorback Road the following bearings and distances: Northwesterly along a 29.00 feet radius curve to the right, thru a central angle of 90°07'05", for a distance of 45.61 feet, said curve having a chord bearing of N 42°24'59" W, and distance of 41.05 feet; N 02°38’34" E, a distance of 84.03 feet; N 02°30'46" E, a distance of 51.67 feet; N 00°20'35" E, a distance of 158.49 feet; N 02°30'46" E, a distance of 132.04 feet; N 02°54'25" E, a distance of 58.72 feet to the Point of Beginning, containing 0.30 Acres more or less.

#11

Part of the NE1/4 SE1/4 and part of the SE1/4 SE1/4 of Section 17, Township 16 North, Range 30 West, City of Fayetteville, Washington County, Arkansas, being more particularly described as follows:

Commencing at the NW corner of the said NE1/4 SE1/4; Thence S 02°43'27" W along the West line of the said NE1/4 SE1/4, a distance of 990.51 feet; Thence S 87°16’33" E, a distance of 41.41 feet to a point lying on the Easterly right of way line of Razorback Road and the Point of Beginning; Thence along the Easterly right of way line of said Razorback Road the following bearings and distances: S 02°37'57" W, a distance of 191.59 feet; S 02°37'57" W, a distance of 503.00 feet; S 32°48'03" E, a distance of 15.96 feet; S 02°37'57" W, a distance of 40.50 feet; N 87°22'03" W, a distance of 8.46 feet; S 02°32'57" W, a distance of 201.50 feet; S 02°46'05" W, a distance of 308.48 feet; S 87°22'03" E, a distance of 9.23 feet; S 04°29'42" E, a distance of 54.63 feet; S 45°45'33" E, a distance of 15.96 feet; S 76°34'38" E, a distance of 36.68 feet; Thence S 88°32'28" W, a distance of 64.27 feet to the to the Easterly back of curb line of said Razorback Road and the beginning of a circular curve to the right; Thence along the Easterly back of curb line of said Razorback Road the following bearings and distances: Northwesterly along a 40.00 feet radius curve to the right, thru a central angle of 51°46'46", for a distance of 36.15 feet, said curve having a chord bearing of N 23°14’49" W, and distance of 34.93 feet; N 02°38'34" E, a distance of 245.78 feet; N 00°39'11" E, a distance of 172.82 feet; N 02°38'34" E, a distance of 113.63; Thence leaving the Easterly back of curb line of said Razorback Road N 02°38'34" E, a distance of 86.00 feet to the Easterly back of curb line of said Razorback Road; Thence N 02°38'34" E along the Easterly back of curb line of said Razorback Road, a distance of 35.14 feet; Thence leaving the Easterly back of curb line of said Razorback Road N 02°38'34" E, a distance of 157.12 feet to a the Easterly back of curb line of said Razorback Road; Thence along the Easterly back of curb line of said Razorback Road the following bearings and distances: N 02°38'34" E, a distance of 215.84; N 04°46'38" E, a distance of 161.08 feet; N 02°38'34" E, a distance of 125.51 feet to the beginning of a circular curve to the right; Northeasterly along a 34.50 feet radius curve to the right, thru a central angle of 89°52'55", for a distance of 54.12 feet, said curve having a chord bearing of N 47°35'01" E, and distance of 48.74 feet; S 87°28'31" E, a distance of 4.65 feet; Thence S 02°31'29" W, a distance of 17.24 feet to a point lying on the Southerly right of way line of Nolan Richardson Drive; Thence S 44°34'24" W along the Southerly right of way line of said Nolan Richardson Drive, a distance of 36.39 feet to the Point of Beginning, containing 0.64 Acres more or less.

#12

Part of the NW1/4 SE1/4 and part of the SW1/4 SE1/4 of Section 17, Township 16 North, Range 30 West, City of Fayetteville, Washington County, Arkansas, being more particularly described as follows:

Commencing at the NE corner of the said NW1/4 SE1/4; Thence S 02°43’27" W, a distance of 954.57 feet; Thence N 87°21'26" W, a distance of 48.50 feet to a point lying on the Westerly right of way line of Razorback Road and the Point of Beginning; Thence along the Westerly right of way line of said Razorback Road the following bearings and distances: S 02°41'40" W, a distance of 885.85 feet; S 42°59'26" W, a distance of 26.15 feet; S 11°00'02" W, a distance of 60.47 feet; S 02°30'15" W, a distance of 30.08 feet; S 87°22'03" E, a distance of 31.00 feet; S 02°37'57" W, a distance of 240.00 feet; S 07°12'24" W, a distance of 75.24 feet; S 00°52'46" E, a distance of 13.61 feet; S 15°10'00" W, a distance of 23.86 feet; S 59°11'49" W, a distance of 60.93 feet; Thence N 88°32'28" E, a distance of 65.11 feet to the Westerly back of curb line of said Razorback Road; Thence along the Westerly back of curb line of said Razorback Road the following bearings and distances: Northeasterly along a 39.50 feet radius curve to the left, thru a central angle of 43°02'25", for a distance of 29.67 feet, said curve having a chord bearing of N 24°09'42" E, and distance of 28.98 feet; N 02°38'34" E, a distance of 256.33 feet; N 04°37'56" E, a distance of 172.82 feet; N 02°38'34" E, a distance of 607.73 feet; N 00°30'29" E, a distance of 161.08 feet; N 02°38'34" E, a distance of 126.25 feet; Northwesterly along a 33.50 feet radius curve to the left, thru a central angle of 49°41'15", for a distance of 29.05 feet, said curve having a chord bearing of N 22°12'04" W, and distance of 28.15 feet; Thence N 87°28'31" W, a distance of 7.18 feet to the Point of Beginning, containing 0.76 Acres more or less.

#13

Part of the NW1/4 SE1/4 of Section 17, Township 16 North, Range 30 West, City of Fayetteville, Washington County, Arkansas, being more particularly described as follows:

Commencing at the NE corner of the said NW1/4 NE1/4; Thence S 02°43'27" W along the East line of the said NW1/4 NE1/4, a distance of 43.47 feet; Thence N 87°16'33" W, a distance of 30.92 feet to a point lying on the Westerly right of way line of Razorback Road and the Point of Beginning; Thence along the Westerly right of way line of said Razorback Road the following bearings and distances: S 02°05'15" W, a distance of 192.55 feet; S 02°56'28" W, a distance of 171.14 feet; S 02°56'28" W, a distance of 52.91 feet; N 87°22'08" W, a distance of 17.55 feet; S 02°37'57" W, a distance of 70.15 feet; Thence S 16°40'05" W, a distance of 28.86 feet; S 02°37'57" W, a distance of 82.00 feet; S 30°42'28" W, a distance of 17.53 feet; S 03°25'24" W, a distance of 50.00 feet; S 45°00'08" E, a distance of 21.57 feet; S 03°06'51" W, a distance of 163.01 feet; S 09°06'16" W, a distance of 24.47 feet; Thence S 87°28'31" E, a distance of 8.84 feet to the Westerly back of curb line of said Razorback Road and the beginning of a circular curve to the left; Thence along the Westerly back of curb line of said Razorback Road the following bearings and distances: Northeasterly along a 29.50 feet radius curve to the left, thru a central angle of 46°40'08", for a distance of 24.03 feet, said curve having a chord bearing of N 25°58'38" E, and distance of 23.37 feet; N 02°38'34" E, a distance of 83.71 feet; N 02°30'46" E, a distance of 51.61 feet; N 04°40'57" E, a distance of 158.48 feet; N 02°30'46" E, a distance of 132.20 feet; N 02°54'25" E, a distance of 380.29 feet; N 00°22'40" W, a distance of 25.69 feet to a circular curve to the left; Northwesterly along a 27.50 feet radius curve to the left, thru a central angle of

23°19'03", for a distance of 11.19 feet, said curve having a chord bearing of N 12°02'11" W, and distance of 11.11 feet to the Point of Beginning, containing 0.23 Acres more or less.

#14

Part of the SW/4 NE1/4 of Section 17, Township 16 North, Range 30 West, City of Fayetteville, Washington County, Arkansas, being more particularly described as follows:

Commencing at the NE corner of the said SW1/4 NE1/4; Thence S 02°35'17" W along the East line of the said SW1/4 NE1/4, a distance of 545.93 feet; Thence N 86°40’08" W, a distance of 42.18 feet to the Westerly right of way line of Razorback Road and the Point of Beginning; Thence along the Westerly right of way line of said Razorback Road the following bearings and distances: S 02°52'01" W, a distance of 302.22 feet; S 86°38'50" E, a distance of 3.21 feet; S 02°32'00" W, a distance of 179.59 feet to a point on the Westerly back of curb line of said Razorback Road and the beginning of a circular curve to the left; Thence along the Westerly back of curb line of said Razorback Road the following bearings and distances: Northeasterly along a 30.00 feet radius curve to the left, thru a central angle of 27°36'29", for a distance of 14.46 feet, said curve having a chord bearing of N 16°31'19" E, and distance of 14.32 feet; N 02°43'04" E, a distance of 9.68 feet; Thence leaving said Westerly back of curb line of said Razorback Road and along the proposed Westerly back of curb line of said Razorback Road the following bearings and distances: N 02°43'04" E, a distance of 85.06 feet; N 04°37’24" E, a distance of 214.63 feet; N 03°01’17" E, a distance of 140.19 feet to the beginning of a circular curve to the left on the Westerly back of curb line of said Razorback Road; Thence Northwesterly along the Westerly back of curb line of said Razorback Road along a 29.50 feet radius curve to the left, thru a central angle of 38°31’42", for a distance of 19.84 feet, said curve having a chord bearing of N 16°14’34" W, and distance of 19.47 feet; Thence N 86°40'08" W, a distance of 7.97 feet to the Point of Beginning, containing 0.11 Acres more or less.

#15

Part of the SW/4 NE1/4 of Section 17, Township 16 North, Range 30 West, City of Fayetteville, Washington County, Arkansas, being more particularly described as follows:

Commencing at the NE corner of the said SW1/4 NE1/4; Thence S 02°35'17" W along the West line of the said SW1/4 NE1/4, a distance of 31.42 feet; Thence N 87°24'43" W, a distance of 35.00 feet to a point lying on the Westerly right of way lien of Razorback Road and the Point of Beginning; Thence S 03°03'28" W along the Westerly right of way line of said Razorback Road, a distance of 469.02 feet; Thence S 86°40'08" E, a distance of 18.37 feet to the Westerly back of curb line of said Razorback Road and the beginning of a circular curve to the left; Thence along the Westerly back of curb line of said Razorback Road the following bearings and distances: Northeasterly along a 23.50 feet radius curve to the left, thru a central angle of 34°00’59", for a distance of 13.95

feet, said curve having a chord bearing of N 19°54’33" E, and distance of 13.75 feet; N 02°54'03" E, a distance of 417.63 feet; Thence N 02°40'22" E, a distance of 6.09 feet to the beginning of a circular curve to the left; Northwesterly along a 35.50 feet radius curve to the left, thru a central angle of 65°48'22", for a distance of 40.77 feet, said curve having a chord bearing of N 30°13'49" W, and distance of 38.57 feet to the Point of Beginning, containing 0.23 Acres more or less.

#16

Part of the NW/4 NE1/4 of Section 17, Township 16 North, Range 30 West, City of Fayetteville, Washington County, Arkansas, being more particularly described as follows:

Commencing at the NE corner of the said NW1/4 NE1/4; Thence S 02°43'18" W along the West line of the said NW1/4 NE1/4, a distance of 35.57 feet; Thence N 87°15'25" W, a distance of 98.42 feet to a point lying on the Westerly right of way line of Razorback Road and the Point of Beginning; Thence along the Westerly right of way line of Razorback Road the following bearings and distances: S 02°43'04" W, a distance of 16.99 feet; S 87°16'56" E, a distance of 23.00 feet; S 48°06'31" E, a distance of 34.83 feet; S 02°59'34" E, a distance of 40.20 feet; S 02°43'04" W, a distance of 83.09 feet; S 32°43'04" W, a distance of 22.48 feet; S 55°46'02" E, a distance of 8.49 feet; S 02°43'04" W, a distance of 58.00 feet; N 87°16'56" W, a distance of 15.00 feet; S 02°43'04" W, a distance of 20.00 feet; S 22°17'57" E, a distance of 33.11 feet; S 08°25'42" W, a distance of 60.30 feet; S 02°43'04" W, a distance of 164.00 feet; S 62°53'17" W, a distance of 23.05 feet; S 02°43'04" W, a distance of 26.97 feet; N 87°16'56" W, a distance of 49.00 feet; S 02°43'04" W, a distance of 20.56 feet; S 87°16'56" E, a distance of 64.00 feet; S 02°43'04" W, a distance of 52.51 feet; S 87°08’22" E, a distance of 26.12 feet; S 02°46'31" W, a distance of 668.51 feet; Thence S 87°12'53" E, a distance of 3.08 feet to the Westerly back of curb line of Razorback Road and the beginning of a circular curve to the left; Thence along the Westerly back of curb line of said Razorback Road the following bearings and distances: Northeasterly along a 32.50 feet radius curve to the left, thru a central angle of 63°06'05", for a distance of 35.79 feet, said curve having a chord bearing of N 34°13'24" E, and distance of 34.01 feet; N 02°40'22" E, a distance of 507.98 feet; N 02°58'57" E, a distance of 647.83 feet; N 02°58'57" E, a distance of 88.90 feet to the beginning of a circular curve to the left; Northwesterly along a 30.00 feet radius curve to the left, thru a central angle of 90°09'00", for a distance of 47.20 feet, said curve having a chord bearing of N 42°05'33" W, and distance of 42.48 feet; N 87°10'03" W, a distance of 57.37 feet; Thence S 02°43'04" W, a distance of 5.88 feet to the Point of Beginning, containing 0.97 Acres more or less.

#17

Part of the NW/4 NE1/4 of Section 17 and part of the SW1/4 SE1/4 of Section 8, all in Township 16 North, Range 30 West, City of Fayetteville, Washington County, Arkansas, being more particularly described as follows:

Beginning at a point that lies N 80°19'52" W, a distance of 83.78 feet from the SE corner of the SW1/4 SE1/4 of said Section, said point lying on the Northerly right of way line of West Maple Street and the Point of Beginning; Thence N 63°02'21" E along the Northerly right of way line of said West Maple Street, a distance of 57.24 feet; Thence S 87°16'56" E along the Northerly right of way line of said West Maple Street, a distance of 17.73 feet to the Westerly back of curb line of Razorback Road; Thence S 02°48'54" W along the Westerly back of curb line of said Razorback Road, a distance of 13.28 feet to the beginning of a circular curve to the right; Thence Southwesterly along the Northerly back of curb line of said West Maple Street along a 30.00 feet radius curve to the right, thru a central angle of 90°01'03", for a distance of 47.13 feet, said curve having a chord bearing of S 47°49'25" W, and distance of 42.43 feet; Thence N 87°10'03" W along the Northerly right of way line of said West Maple Street, a distance of 37.41 feet; Thence N 02°49'57" E, a distance of 14.81 feet to the Point of Beginning, containing 0.05 Acres more or less.

#18

Part of the SE1/4 SE1/4 of Section 8, Township 16 North, Range 30 West, City of Fayetteville, Washington County, Arkansas, being more particularly described as follows:

Commencing at the SW corner of said SE1/4 SE1/4; Thence N 29°38'05" E, a distance of 51.01 feet to a point lying on the Easterly right of way line of Razorback Road and the Point of Beginning; Thence N 02°19'02" E along the Easterly right of way of said Razorback Road, a distance of 1214.34 feet to the intersection of the Easterly right of way of said Razorback Road and the Southerly right of way line of Cleveland Street; Thence N 87°09'15" W along the Southerly right of way line of said Cleveland Street, a distance of 5.66 feet to the Easterly proposed back of curb line of Razorback Road; Thence along the Easterly proposed back of curb line of said Razorback Road the following bearings and distances: Southwesterly along a 29.53 feet radius curve to the left, thru a central angle of 31°36'29", for a distance of 16.29 feet, said curve having a chord bearing of S 19°23'53" W, and distance of 16.08 feet; S 02°52'26" W, a distance of 171.46 feet; S 05°36'04" E, a distance of 51.06 feet to the Easterly back of curb line of said Razorback Road; Thence along the Easterly back of curb line of said Razorback Road the following bearings and distances: S 02°23'22" W, a distance of 497.62 feet; S 02°37'37" W, a distance of 479.33 feet; Thence S 87°16'56" E, a distance of 8.23 feet to the Point of Beginning, containing 0.19 Acres more or less.

ROW Dedication Description

Part of the NE/4 NE1/4 and part of the SE1/4 NE1/4, and part of the SW1/4 NE1/4 and part of the NE1/4 SE1/4 of Section 17, Township 16 North, Range 30 West, City of Fayetteville, Washington County, Arkansas, being more particularly described as follows:

Commencing at the NW of the said NE1/4 NE1/4; Thence S 02°43'18" W along the West line of said NE1/4 NE1/4, a distance of 309.18 feet; Thence S 87°16'42" E, a distance of 23.76 feet to a point lying on the Easterly right of way line of Razorback Road and the Easterly back of curb line of said Razorback Road and the Point of Beginning; Thence along the Easterly back of curb line of said Razorback Road the following bearings and distances: S 02°58'57" W, a distance of 487.50 feet; S 02°40'22" W, a distance of 608.01 feet; S 02°54'03" W, a distance of 436.29 feet; S 03°01'17" W, a distance of 198.13 feet; S 01°25'06" W, a distance of 214.48 feet; S 02°43'04" W, a distance of 95.61; Thence Southeasterly along the Northerly back of curb line of Meadow Street along a 30.00 feet radius curve to the left, thru a central angle of 89°30'25", for a distance of 46.87 feet, said curve having a chord bearing of S 42°02'08" E, and distance of 42.24 feet; Thence S 01°46'07" W, a distance of 31.18 feet to the Southerly back of curb line of said Meadow Street and the beginning of a circular curb to the left; Thence along the Easterly back of curb line of said Razorback Road the following bearings and distances: Southwesterly along a 30.00 feet radius curve to the left, thru a central angle of 90°29'35", for a distance of 47.38 feet, said curve having a chord bearing of S 47°57'52" W, and distance of 42.61 feet; S 02°43'04" W, a distance of 88.40 feet; S 03°03'35" W, a distance of 200.01 feet; S 02°54'25" W, a distance of 322.05 feet; Thence N 88°04'02" W, a distance of 17.94 feet; Thence N 02°32'00" E, a distance of 401.68 feet to the SW corner of the aforesaid SE1/4 NE1/4; Thence N 02°35'17" E along the West line of the said SE1/4 NE1/4, a distance of 124.57 feet; Thence N 86°38'48" W, a distance of 37.23 feet to the Westerly back of curb line of said Razorback Road; Thence N 02°43'04" E along the Westerly back of curb line of said Razorback Road, a distance of 85.06 feet; Thence Northwesterly along the Westerly back of curb line of said Razorback Road along a 30.00 feet radius curve to the left, thru a central angle of 26°45'00", for a distance of 14.01 feet, said curve having a chord bearing of N 10°39'26" W, and distance of 13.88 feet; Thence N 02°32'00" E, a distance of 34.66 feet; Thence S 86°40'45" E, a distance of 40.25 feet to the West line of the said SE1/4 NE1/4; Thence N 02°35'17" E along the West line of the said SE1/4 NE1/4, a distance of 1056.85 feet to the SW corner of the NE1/4 NE1/4; Thence N 02°43'18" E along the West line of the said NE1/4 NE1/4, a distance of 769.53 feet; Thence S 87°08'22" E, a distance of 5.84 feet; Thence N 02°46'31" E, a distance of 243.50 feet to a point lying on the Easterly right of way line of said Razorback Road; Thence N 57°28'29" E along the Easterly right of way line of said Razorback Road, a distance of 21.67 feet to the Point of Beginning, containing 1.43 Acres more or less.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2022-262

MEETING OF JANUARY 3, 2023

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director

FROM: Jessica Masters, Development Review Manager

DATE: December 15, 2022

SUBJECT: **VAC 22-024 (RAZORBACK RD, MAPLE ST., ETC.):**

RECOMMENDATION:

BACKGROUND:
The subject property includes 6.54 acres of right-of-way spread along portions of seven public streets adjacent to University of Arkansas Property (see attached survey). Most prominently, the right-of-way includes:

- Arts District: Three separate areas of right-of-way behind street curbs on the north, west, and east borders of the new Arts District, along W. Martin Luther King Jr. Boulevard, S. Hill Avenue, and S. LT. Col. Leroy Pond Avenue.
- Former Highway 112: Multiple areas of right-of-way behind the curb along both the east and west sides of Razorback Road, north and south sides of W. Maple Street, and east and west sides of Garland Avenue.
- Cleveland Street: Two areas of right-of-way along the south side of W. Cleveland Street, between N. Lindell Avenue to the east and N. Razorback Road to the west.

Given the large number of properties associated with the right-of-way, adjacent zoning district information is not provided. All properties adjacent to the request are owned by the University of Arkansas with uses varying from parking and athletic facilities to housing and classrooms. A similar proposal was heard by the Planning Commission in late 2021, but was tabled indefinitely at the applicant's request to allow time to coordinate with the City Attorney's office. The applicant is bringing back a new request, with an additional portion of right-of-way for consideration.

Proposal: The applicant proposes to vacate 18 separate pieces of public right of way totaling 6.54 acres along seven streets. In turn, a dedication of right-of-way totaling 1.43 acres is proposed along Razorback Road and between W. Nolan Richardson Drive to the south and W. Maple Street to the north. With this request, the applicant noted in their letter that existing utilities will be protected through easement dedication. Additionally, the applicant asserts that vacating the right-of-way will remove current and future sections of Senior Walk, landscaping, lights, and trees from the City's responsibility.

DISCUSSION:
At the December 12, 2022 Planning Commission meeting, Commissioners voted to forward the item to City Council with a recommendation of approval, with a vote of 8-0-0. Commissioner Garlock made the motion, and

Commissioner Winston seconded. Finding that the conditions of approval covered previous concerns about pedestrian access and maintenance, Commissioners found the request to vacate the right-of-way to be acceptable. No public comment was offered on the item.

City staff and Planning Commission recommend approval of VAC-2022-0024 as shown in the attached Exhibits 'A' and 'B', and with the following conditions of approval:

1. Easements shall be dedicated for any existing facilities associated with this right-of-way vacation request, with review and coordination by the applicant with the utility provider, including the client properly identifying utilities in the field by means of surveying, pot holing, and coordinating with representatives.
2. Adequate accommodation for pedestrian access must be maintained whether through easement or agreement.
3. The applicant must dedicate right-of-way to the back of curb in any areas where right of way does not currently exist
4. The applicant must dedicate a pedestrian access easement to the existing back of sidewalk or master street plan right of way in areas where sidewalk does not currently exist.
5. Signal poles and appurtenances must remain in the right-of-way, or an easement be dedicated over the areas where poles and appurtenances are located.
6. Drainage easements must be dedicated in areas of existing drainage facilities.
7. An agreement will need to be developed establishing responsibility (or lack thereof) for repairs to non-typical features behind the curb due to maintenance, installation, and repair of any city facilities located within vacated rights of way, including drainage facilities and water/sewer lines. The City will not be responsible for maintenance or repair of anything except a standard sidewalk.
8. Any damage or relocation of existing facilities will be at the property owner/developer's expense.
9. All easements and agreements required as a condition of this vacation shall be reviewed by the City and signed by the Mayor.

BUDGET/STAFF IMPACT:
N/A

ATTACHMENTS: SRF, Exhibit A, Exhibit B, Applicant Request Letter, Petition to vacate, Survey, Planning Commission Staff Report, VAC - 22-024 RAZORBACK-MAPLE-GARLAND-CLEVELAND-HILL -RIGHT OF WAY

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

Ordinance: 6640

File Number: 2022-262

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

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

WHEREAS, the City Council has the authority under A.C.A. § 14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes; and

WHEREAS, the City Council has determined that the following described portions of street rights-of-way is not required for corporate purposes.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby vacates the portions of street rights-of-way as described in Exhibit B attached to the Planning Department's memo.

Section 2: A copy of this Ordinance duly certified by the City Clerk along with the map attached as Exhibit A to the Planning Department's memo shall be filed in the office of the Washington County Circuit Clerk.

Section 3: This vacation approval is subject to the following conditions:

1. Easements shall be dedicated for any existing facilities associated with this right-of-way vacation request, with review and coordination by the applicant with the utility provider, including properly identifying utilities in the field by means of surveying, pot holing, and coordinating with representatives.
2. Adequate accommodation for pedestrian access must be maintained whether through easement or agreement.
3. The applicant must dedicate right-of-way to the back of curb in any areas where right of way does not currently exist.
4. The applicant must dedicate a pedestrian access easement to the existing back of sidewalk or master street plan right of way in areas where sidewalk does not currently exist.
5. Signal poles and appurtenances must remain in the right-of-way, or an easement be dedicated over the areas where poles and appurtenances are located.
6. Drainage easements must be dedicated in areas of existing drainage facilities.
7. An agreement will need to be developed establishing responsibility for repairs to non-typical features behind

the curb due to maintenance, installation, and repair of any city facilities located within vacated rights of way, including drainage facilities and water/sewer lines. The City will not be responsible for maintenance or repair of anything except a standard sidewalk.

8. Any damage to or relocation of existing facilities will be at the property owner/developer's expense.
9. All easements and agreements required as a condition of this vacation shall be reviewed by the City and signed by the Mayor.

PASSED and APPROVED on February 7, 2023

Approved:

_____
Lioneld Jordan, Mayor

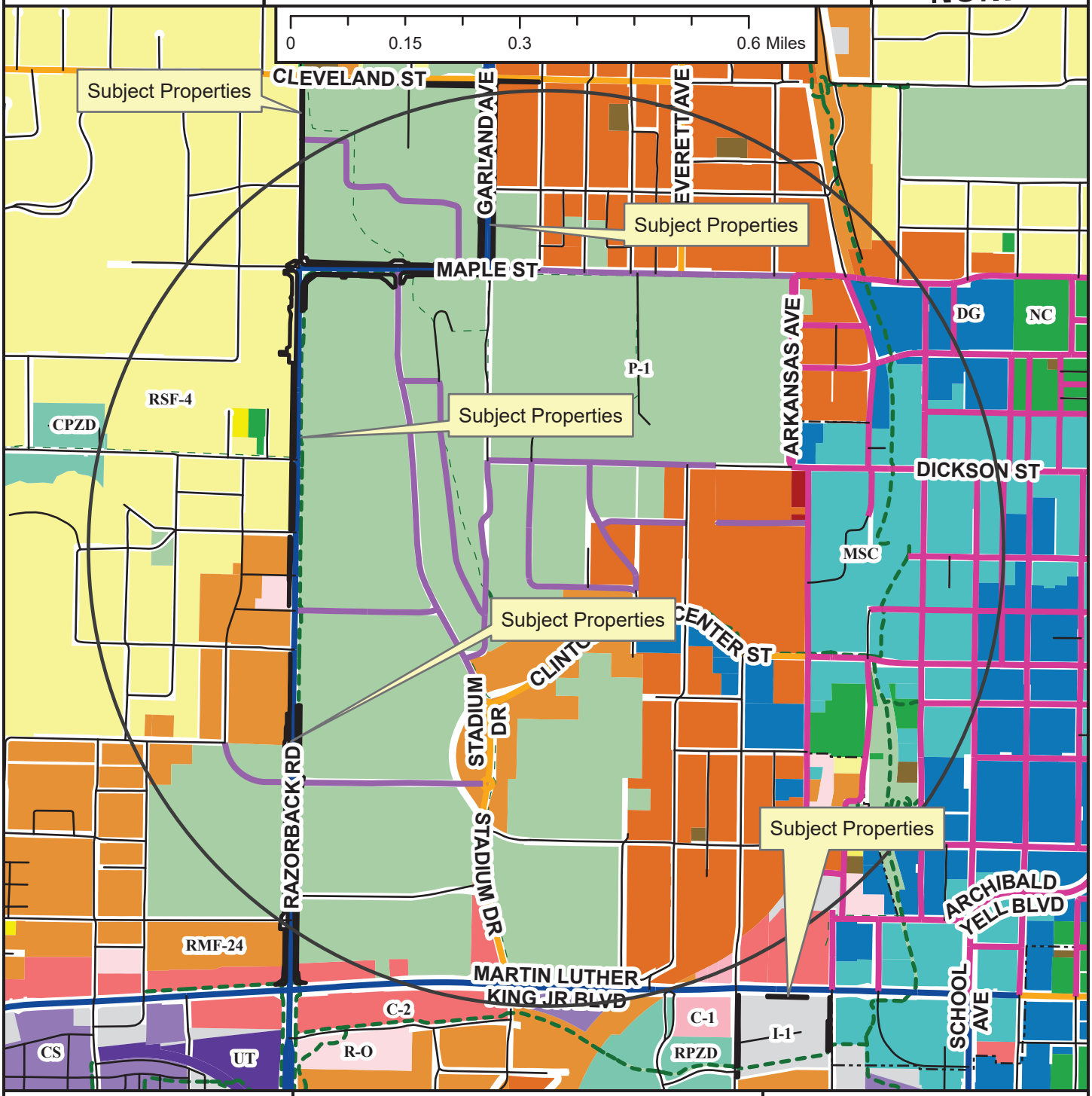
Attest:

_____
Kara Paxton, City Clerk Treasurer

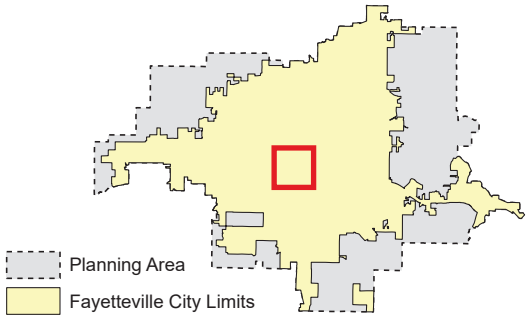
VAC-2022-0024

One Mile View

521 S. RAZORBACK RD



- Neighborhood Link
- Institutional Master Plan
- Regional Link - High Activity
- Urban Center
- Unclassified
- Alley
- Residential Link
- Shared-Use Paved Trail
- Trail (Proposed)
- Design Overlay District
- Fayetteville City Limits
- Planning Area



Zoning

RESIDENTIAL SINGLE-FAMILY
- NS-G
- RI-U
- RI-12
- NS-L
- Residential-Agricultural
- RSF-.5
- RSF-1
- RSF-2
- RSF-4
- RSF-7
- RSF-8
- RSF-18

RESIDENTIAL MULTI-FAMILY
- RMF-6
- RMF-12
- RMF-18
- RMF-24
- RMF-40

INDUSTRIAL
- I-1 Heavy Commercial and Light Industrial
- I-2 General Industrial

EXTRACTION
- E-1

COMMERCIAL
- Residential-Office
- C-1
- C-2
- C-3

FORM BASED DISTRICTS
- Downtown Core
- Urban Thoroughfare
- Main Street Center
- Downtown General
- Community Services
- Neighborhood Services
- Neighborhood Conservation

PLANNED ZONING DISTRICTS
- Commercial, Industrial, Residential

INSTITUTIONAL
- P-1

LIST OF EXHIBITS

The attached maps and legal descriptions identify the boundary areas for which the University and the City agree are subject to this MOA. This list may be changed or amended by mutual agreement of the parties to maintain the accuracy of the agreement.

1) SOUTH RAZORBACK ROAD
    a) RAZORBACK ROAD - Martin Luther King Blvd to Maple Street
2) MAPLE HILL BLOCK
    a) RAZORBACK ROAD - Maple Street to Cleveland Ave
    b) CLEVELAND AVE - Razorback Road to Lindell Ave
    c) MAPLE STREET - Razorback Road to Garland Ave
    d) GARLAND AVE - Maple Street to Cleveland Ave
3) ART AND DESIGN DISTRICT
    a) MARTIN LUTHER KING, JR. BLVD – Hill Ave to LeRoy Pond Dr
    b) HILL AVE – Martin Luther King Jr. Blvd to South Property Boundary
    c) LEROY POND DR. – Martin Luther King Jr. Blvd to South Property Boundary

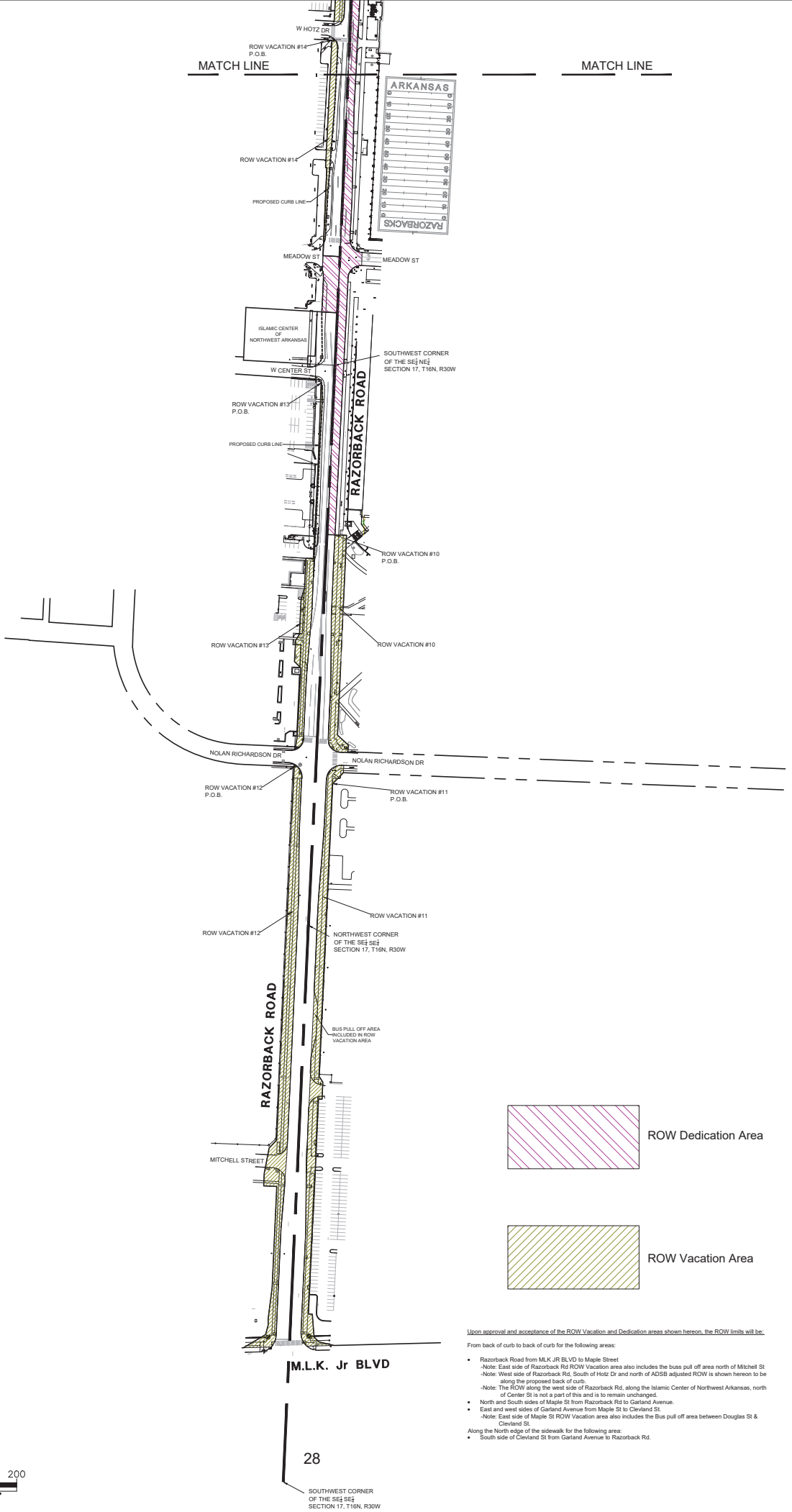
The University and the City anticipate that this list will be amended in the future to add the following:

- *UREC TENNIS PARK / BAUM STADIUM*
    a) RAZORBACK ROAD- Martin Luther King Blvd to 15th Street
- *NORTH GARLAND AVE*
    a) GARLAND AVE - Cleveland Ave to North Street / Wedington Dr

EXHIBIT 1

SOUTH RAZORBACK ROAD

RAZORBACK ROAD - Martin Luther King Blvd to Maple Street



Upon approval and acceptance of the ROW Vacation and Dedication areas shown hereon, the ROW limits will be:

From back of curb to back of curb for the following areas:

- Razorback Road from MLK JR BLVD to Maple Street
  - -Note: East side of Razorback Rd ROW Vacation area also includes the buss pull off area north of Mitchell St
  - -Note: West side of Razorback Rd, South of Hotz Dr and north of ADSB adjusted ROW is shown hereon to be along the proposed back of curb.
  - -Note: The ROW along the west side of Razorback Rd, along the Islamic Center of Northwest Arkansas, north of Center St is not a part of this and is to remain unchanged.
- North and South sides of Maple St from Razorback Rd to Garland Avenue.
- East and west sides of Garland Avenue from Maple St to Clevland St.
  - -Note: East side of Maple St ROW Vacation area also includes the Bus pull off area between Douglas St & Clevland St.

Along the North edge of the sidewalk for the following area:

- South side of Clevland St from Garland Avenue to Razorback Rd.

EXHIBIT 2

MAPLE HILL BLOCK

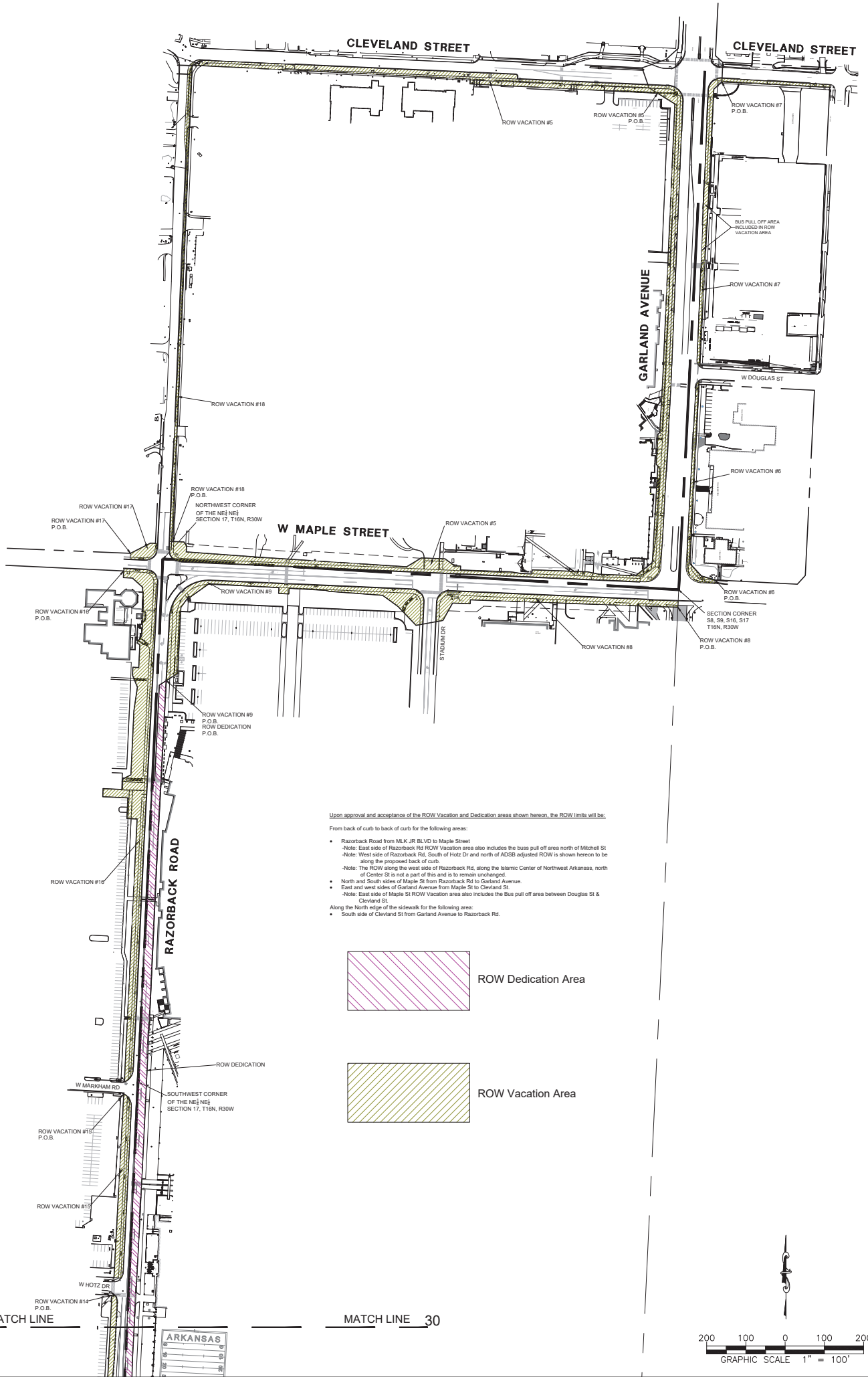
RAZORBACK ROAD - Maple Street to Cleveland Ave

CLEVELAND AVE - Razorback Road to Lindell Ave

MAPLE STREET - Razorback Road to Garland Ave

GARLAND AVE - Maple Street to Cleveland Ave

11313



Upon approval and acceptance of the ROW Vacation and Dedication areas shown hereon, the ROW limits will be:

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  - -Note: East side of Maple St ROW Vacation area also includes the Bus pull off area between Douglas St & Clevland St.

Along the North edge of the sidewalk for the following area:

- South side of Clevland St from Garland Avenue to Razorback Rd.

ROW Dedication Area

ROW Vacation Area

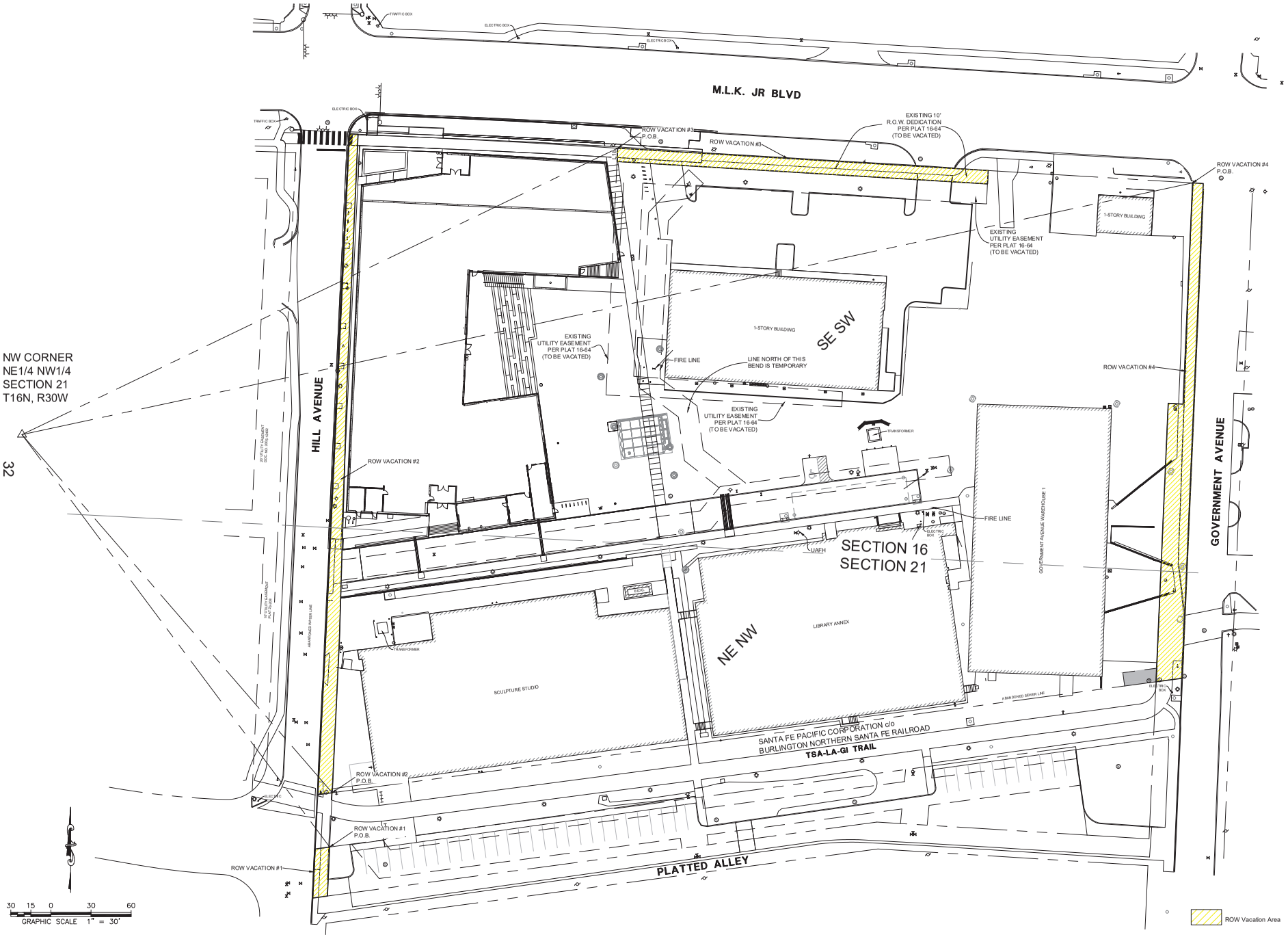
EXHIBIT 3

ART AND DESIGN DISTRICT

MARTIN LUTHER KING, JR. BLVD – Hill Ave to LeRoy Pond Dr

HILL AVE – Martin Luther King Jr. Blvd to South Property Boundary

LEROY POND DR. – Martin Luther King Jr. Blvd to South Property Boundary


M.L.K. JR BLVD
HILL AVENUE
GOVERNMENT AVENUE
NW CORNER
NE1/4 NW1/4
SECTION 21
T16N, R30W
32
SECTION 16
SECTION 21
NE NW
SE SW
ROW VACATION #1
P.O.B.
ROW VACATION #2
P.O.B.
ROW VACATION #3
P.O.B.
ROW VACATION #4
P.O.B.
EXISTING 10' R.O.W. DEDICATION PER PLAT 16-64 (TO BE VACATED)
EXISTING UTILITY EASEMENT PER PLAT 16-64 (TO BE VACATED)
LINE NORTH OF THIS BEND IS TEMPORARY
FIRE LINE
1-STORY BUILDING
LIBRARY ANNEX
SCULPTURE STUDIO
GOVERNMENT AVENUE WAREHOUSE 1
TRANSFORMER
ELECTRIC BOX
TRAFFIC BOX
ABANDONED SEWER LINE
SANTA FE PACIFIC CORPORATION c/o
BURLINGTON NORTHERN SANTA FE RAILROAD
TSA-LA-GI TRAIL
PLATTED ALLEY
ROW Vacation Area
30 15 0 30 60
GRAPHIC SCALE 1" = 30'
G:\2019\19-179\Survey\LIA-CITY Coord Map.DWG

Doc ID: 020968230015 Type: REL
Kind: ORDINANCE
Recorded: 02/17/2023 at 10:30:20 AM
Fee Amt: $85.00 Page 1 of 15
Washington County, AR
Kyle Sylvester Circuit Clerk
File 2023-00003981

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

ARCHIVED

Ordinance: 6640

File Number: 2022-262

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

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

WHEREAS, the City Council has the authority under A.C.A. § 14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes; and

WHEREAS, the City Council has determined that the following described portions of street rights-of-way is not required for corporate purposes.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby vacates the portions of street rights-of-way as described in Exhibit B attached to the Planning Department's memo.

Section 2: A copy of this Ordinance duly certified by the City Clerk along with the map attached as Exhibit A to the Planning Department's memo shall be filed in the office of the Washington County Circuit Clerk.

Section 3: This vacation approval is subject to the following conditions:

1. Easements shall be dedicated for any existing facilities associated with this right-of-way vacation request, with review and coordination by the applicant with the utility provider, including properly identifying utilities in the field by means of surveying, pot holing, and coordinating with representatives.
2. Adequate accommodation for pedestrian access must be maintained whether through easement or agreement.
3. The applicant must dedicate right-of-way to the back of curb in any areas where right of way does not currently exist.
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the curb due to maintenance, installation, and repair of any city facilities located within vacated rights of way, including drainage facilities and water/sewer lines. The City will not be responsible for maintenance or repair of anything except a standard sidewalk.

8. Any damage to or relocation of existing facilities will be at the property owner/developer's expense.
9. All easements and agreements required as a condition of this vacation shall be reviewed by the City and signed by the Mayor.

PASSED and APPROVED on February 7, 2023

Approved:

Lioneld Jordan, Mayor

Attest:

Kara Paxton, City Clerk Treasurer

CITY CLERK / TREASURER
CITY OF
FAYETTEVILLE
ARKANSAS
WASHINGTON COUNTY

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-2150

MEETING OF JUNE 30, 2026

TO: Mayor Rawn and City Council

THROUGH: Keith Macedo, Chief of Staff

FROM: Chris Brown, Public Works Director

SUBJECT: **A Resolution approving an amendment to the real estate purchase contract with Reindl Properties for the sale of an additional 477sf of land for $24,665**

RECOMMENDATION:

Staff recommends approval of a resolution authorizing the sale of approximately 477 sf of land to Reindl Properties for $24,665.00 and approval of a budget amendment. The sale price is $51.71 per square foot and is based on the appraised values of the original property sale.

BACKGROUND:

Schematic design for the Ramble Civic Plaza, a 2019 voter approved downtown revitalization project, focused on the West Avenue civic space. The vision for the civic space was completed in January 2019, following a series of public design charettes. The design chosen by participants who engaged in the process consists of a gathering and event lawn, public plaza, garden spaces, and a civic promenade, with two buildings bordering the site on the north and south ends, as bookends of the plaza. The southern building will be integral to the site, as a backdrop for what will become a stage and performance area for the plaza. Additionally, the building will provide public restrooms accessible from the Razorback Greenway and Civic Plaza storage space within the ground floor.

A Request for Proposals (RFP) process solicited competitive development proposals for a public private partnership to build the southern anchor building on the West Avenue Civic Plaza. The RFP asked for an approximately 14,300 square foot building footprint with a height limit of seven stories and three primary facades. Additionally, the city requested that the building be constructed of high-quality and lasting materials that are complimentary to the overall aesthetic of the site and the emergent Arts and Entertainment District. The RFP, issued in August 2021, was advertised on several platforms, including on the Costar website which provides market-leading research on commercial real estate properties in nearly all markets and sub-markets. The RFP was downloaded by over 100 interested parties. A non-mandatory pre-proposal conference held in September, 2021 was attended by over 30 participants.

On October 26, 2021, the City of Fayetteville accepted proposals for the southern anchor building on the Civic Plaza. One proposal was received from Reindl Properties that included a project team with a passion for high-quality construction, human-scaled design, craftsmanship, efficiency, and love of community.

On October of 2022, Council passed Resolution 256-22 Authorizing the Mayor to Sign the Letter of Intent Defining Development Agreement terms with Reindl Properties Inc., for a Public Private Partnership for

Construction of the Mixed-Use building at the Ramble Civic Plaza.

In November of 2023, the Council passed Resolution 251-23 approving the sale of approximately 0.5 acres of property for $1,247,455, a per square foot price of $51.71.

DISCUSSION:

During the permitting process for the hotel, the development team discovered that an additional stair egress was required to meet the fire code. The installation of this stair egress at the northwest corner of the building required a small amount of additional land. This land is not needed for city purposes and staff recommends that the land be sold at the price per square foot agreed upon for the original property sale.

BUDGET/STAFF IMPACT:

Revenue from this sale will be placed into the Arts Corridor (Project No. 46080.7800). Net proceeds from this real estate contract will be applied to remaining obligations in the land sale contract.

ATTACHMENTS: 3. Staff Review Form, 4. Budget Amendment, 5. Exhibit A - Map, 6. Reindl Properties Offer Letter, 7. B2400286-South Civic Plaza PLA - For Review-04302026, 8. Resolution 251-23 (Summary)

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

File #: 2026-2150

A RESOLUTION PURSUANT TO § 34.27(E) SALE OF MUNICIPALLY OWNED REAL PROPERTY OF THE FAYETTEVILLE CITY CODE TO AUTHORIZE THE MAYOR TO SELL APPROXIMATELY 477 SQUARE FEET OF PROPERTY IN THE SOUTH END OF THE RAMBLE CIVIC PLAZA TO REINDL PROPERTIES, INC. FOR THE AMOUNT OF $24,665.00

WHEREAS, on August 29, 2021, the City issued a request for proposals to solicit innovative building proposals for the southern anchor building on the Civic Plaza; and

WHEREAS, on November 1, 2022, the City Council approved Resolution 256-22 authorizing a Letter of Intent with Reindl Properties, Inc. for a Public Private Partnership for Construction of the Mixed-Use building at the Ramble Civic Plaza; and

WHEREAS, on November 7, 2023, the City Council approved Resolution 251-23 approving the sale of approximately 0.5 acres of property for $1,247,455.00; and

WHEREAS, during the permitting process for the hotel, the development team discovered that an additional stair egress was required to meet the fire code which requires a small amount of additional land; and

WHEREAS, staff has reviewed the proposal and recommends that the City Council approve the sale of this property as it is not needed for municipal purposes.

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 sell approximately 477 square feet of city property in the south end of the Ramble Civic Plaza, as shown in the map attached to this Resolution as Exhibit A, to Reindl Properties, Inc. for the amount of $24,665.00 pursuant to § 34.27(E) **Sale of Municipally Owned Real Property** of the Fayetteville City Code, and further authorizes the Mayor to execute a real estate purchase agreement and any closing documents necessary to effectuate the sale.

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

2026-2150

Item ID

7/7/2026

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

Chris Brown	6/18/2026	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of a resolution authorizing the sale of approximately 477 sf of land to Reindl Properties for $24,665.00, and approval of a budget amendment. The sale price is $51.71 per square foot and is based on the appraised values of the original property sale.

Budget Impact:

4479.001.9470-4881.02	Sales Tax Capital Improvement
Account Number	Fund
46080.7800	Arts Corridor
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	1,373,468.00
		Expenses (Actual+Encum)	$	773,993.91
		Available Budget	$	**599,474.09**
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Amendment attached?	Yes	Budget Amendment	$	24,665.00
		Remaining Budget	$	**624,139.09**

Purchase Order Number:

Previous Ordinance or Resolution # 251-23

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

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

Budget Year	Division /Org2	ENGINEERING (621)	BA Number
2026	**Requestor:**	Sara Combs	

BUDGET AMENDMENT/ADJUSTMENT DESCRIPTION:

Staff recommends approval of a resolution authorizing the sale of approximately 477 sf of land to Reindl Properties for $24,665.00, based on the appraised values of the original property sale. The sale price is $51.71 per square foot.

COUNCIL DATE: 7/7/2026

ITEM ID#: **2026-2150**

Holly Black
6/18/2026 3:42 PM

Budget Division Date

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

JOURNAL #:

GLDATE:

CHKD/POSTED: /

RESOLUTION/ORDINANCE

v.2026611

TOTAL	24,665	24,665				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
4470.001.9470-4881.02	-	24,665	46080	7800	RE	Gain/Loss - Sale of Assets
4470.140.8900-5804.00	24,665	-	46080	7800	EX	Building Costs
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				



Exhibit A

Fayetteville, AR

The data contained herein was compiled from various sources for the sole use and benefit of the City of Fayetteville Geographic Information System and the public agencies it serves. Any use of the data by anyone other than the City of Fayetteville is at the sole risk of the user; and by acceptance of this data, the user does hereby agree to indemnify the City of Fayetteville and hold the City of Fayetteville harmless from and without liability for any claims, actions, cost for damages of any nature, including the city's cost of defense, asserted by user or by another arising from the use of this data. The City of Fayetteville makes no express or implied warrantees with reference to the data. No word, phrase, or clause found herein shall be construed to waive that tort immunity set forth under Arkansas law.

Created: 5/8/2026
Credits: 2025 Imagery | EagleView Technologies | Surdex Corporation, City of Fayetteville, AR
Map Author:

June 18, 2026

The City of Fayetteville
113 W Mountain Street
Fayetteville, AR 72701

Dear Chris Brown,

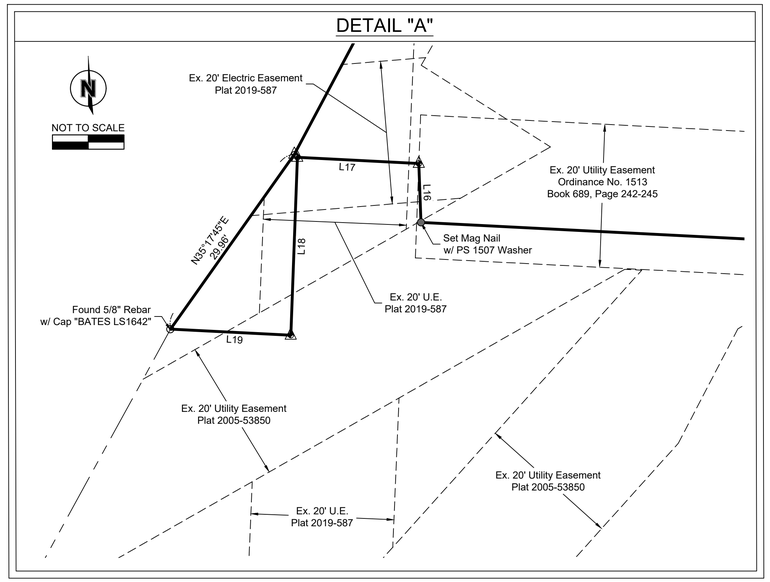
The Park Hotel, LLC would like to acquire, from the City of Fayetteville, a rectangular parcel of land totaling approximately 477 square feet. Based on the appraisal amount, the purchase price would be $24,665.00. This parcel is contiguous to and located on the northwest corner of the property located at 510 W Spring St. (the hotel site) which is currently owned by Reindl Properties, Inc.

Sincerely,

Brian Reindl
The Park Hotel, LLC/Manager

SOUTH CIVIC PLAZA, PROPERTY LINE ADJUSTMENT

PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER,
SECTION 16, TOWNSHIP 16 NORTH, RANGE 30 WEST,
FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS

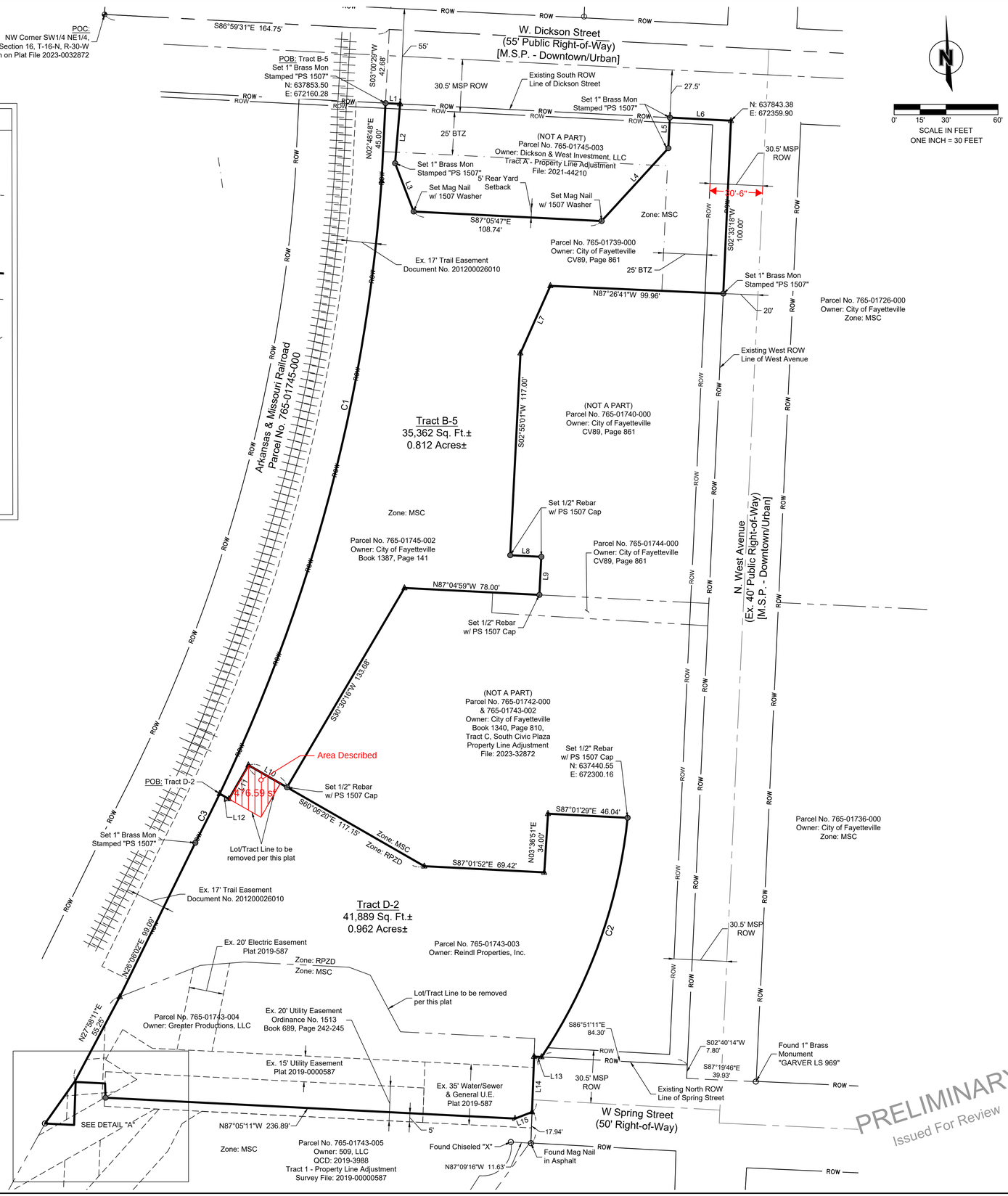


LEGEND

SECTION CORNER	UNDERGROUND GAS LINE
CORNER POINT	WATER LINE
FOUND MONUMENT (AS NOTED)	WOOD FENCE
SET MONUMENT (AS NOTED)	CHAINLINK FENCE
LIGHT POLE	BOUNDARY LINE
ELECTRIC CABINET	LOT LINE
POWER POLE	EASEMENT LINE
GUY ANCHOR	CENTERLINE
ELECTRIC RISER	RIGHT-OF-WAY LINE
ELECTRIC VAULT	RAILROAD TRACK
ELECTRIC OUTLET	
TRAFFIC SIGNAL POLE	CONCRETE PAVEMENT
FIBER OPTIC VAULT	BRICK PAVERS
FIBER OPTIC MARKER	GRAVEL
SIGN (AS NOTED)	
STORM MANHOLE	
SANITARY MANHOLE	U.E. UTILITY EASEMENT
WATER FOUNTAIN	L/A LANDSCAPED AREA
WATER VALVE	PL PLANTER
FIRE HYDRANT	POC POINT OF COMMENCEMENT
IRRIGATION CONTROL VALVE	POB POINT OF BEGINNING
GRATED INLET	WC WOODEN LOUNGE CHAIR
CURB INLET	WB WOODEN BENCH
	BP BICYCLE PARKING
	BTZ BUILD TO ZONE

LINE TABLE		
#	Direction	Length
L1	S87°05'47"E	8.48'
L2	S04°50'42"W	34.41'
L3	S21°01'02"E	29.90'
L4	N42°26'34"E	57.06'
L5	N02°54'13"E	17.72'
L6	S87°05'47"E	35.37'
L7	S24°00'55"W	42.49'
L8	S87°04'59"E	18.00'
L9	S02°55'01"W	22.00'
L10	N60°06'20"W	25.70'
L11	S30°00'42"W	22.58'
L12	N60°10'51"W	6.13'
L13	N86°51'11"W	4.34'
L14	S02°06'00"W	32.07'
L15	S68°50'37"W	10.49'
L16	N02°03'03"W	8.24'
L17	N87°06'29"W	17.00'
L18	S02°06'27"W	24.88'
L19	N87°06'29"W	16.83'

CURVE TABLE					
#	Radius	Length	Delta	Chord	Ch. Bearing
C1	980.37'	368.39'	21°31'47"	366.22'	N14°47'51"E
C2	304.25'	148.29'	27°55'35"	146.83'	S19°46'51"W
C3	980.37'	31.66'	1°51'01"	31.66'	N26°29'16"E



olsson

3537 North Steele Boulevard
Suite 310
Fayetteville, AR 72703

olsson.com
TEL 479.443.3404
FAX 479.443.4340

Olsson - Survey
Arkansas COA #1010

CERTIFICATE OF AUTHORIZATION
Olsson Inc.
No.1010
ARKANSAS ENGINEER

REV/ NO.	DATE	DESCRIPTION	BY

REVISIONS

SOUTH CIVIC PLAZA
PROPERTY LINE ADJUSTMENT PLAT

PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER
SECTION 16, TOWNSHIP 16 NORTH, RANGE 30 WEST,

FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS

2026

drawn by: SBR
checked by: KAS
project no.: B24-00286
date: 04.30.2026

SHEET
2 of 4

F:\2024\00001-00500\024-00286-Bl40-Design\Survey\SRVY\Sheets\V_PPLAT_B2400286.dwg
DATE: Apr 30, 2026 3:44pm USER: kskes

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

Resolution: 251-23

File Number: 2023-1171

REINDL PROPERTIES, INC. (PURCHASE CONTRACT):

A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN A REAL ESTATE PURCHASE CONTRACT WITH REINDL PROPERTIES, INC. FOR THE SALE OF APPROXIMATELY 0.5 ACRES OF CITY PROPERTY IN THE SOUTH END OF THE CIVIC PLAZA FOR THE AMOUNT OF $1,247,455.00

WHEREAS, in October 2022, the City Council approved Resolution 256-22 authorizing the Mayor to sign the Letter of Intent Defining Development Agreement terms with Reindl Properties Inc. for a Public Private Partnership for Construction of the Mixed-Use building at the Ramble Civic Plaza; and

WHEREAS, Mayor Jordan recommends that the City Council approve the terms of the sale set out in the real estate purchase contract negotiated with Reindl Property, Inc.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign a real estate purchase contract with Reindl Properties, Inc., a copy of which is attached to this Resolution, for the land sale of approximately 0.5 acres in the amount of $1,247,455.00, and further authorizes the Mayor to execute all closing and other documents necessary to effectuate the sale.

PASSED and APPROVED on November 7, 2023

Approved:

Lioneld Jordan, Mayor

Attest:

Kara Paxton, City Clerk Treasurer

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2023-1171

MEETING OF NOVEMBER 7, 2023

TO: Mayor Jordan and City Council

THRU: Paul Becker, Chief Financial Officer

FROM: Waylon Abernathy, Bond Projects & Construction Dir

DATE:

SUBJECT: **Resolution authorizing a Real Estate Purchase Contract with Reindl Properties, Inc. for the Construction of a mixed-use building on the Ramble/Cultural Arts Corridor Civic Plaza**

RECOMMENDATION:
Staff recommends approval of a resolution authorizing the mayor to sign the Real Estate Purchase Contract that includes terms of the development agreement with Reindl Properties, Inc., for the land sale of approximately .5 acres in the amount of $1,247,455.00 and authorize the mayor to execute all closing documents.

BACKGROUND:
Schematic design for the Ramble Civic Plaza, a 2019 voter approved downtown revitalization project, focused on the West Avenue civic space. The vision for the civic space was completed in January 2019, following a series of public design charettes. The design chosen by participants who engaged in the process consists of a gathering and event lawn, public plaza, garden spaces, and a civic promenade, with two buildings bordering the site on the north and south ends, as bookends of the plaza. The southern building will be integral to the site, as a backdrop for what will become a stage and performance area for the plaza. Additionally, the building will provide public restrooms accessible from the Razorback Greenway and Civic Plaza storage space within the ground floor.

A Request for Proposals (RFP) process solicited competitive development proposals for a public private partnership to build the southern anchor building on the West Avenue Civic Plaza. The RFP asked for an approximately 14,300 square foot building footprint with a height limit of seven stories and three primary facades. Additionally, the city requested that the building be constructed of high-quality and lasting materials that are complimentary to the overall aesthetic of the site and the emergent Arts and Entertainment District. The RFP, issued in August 2021, was advertised on several platforms, including on the Costar website which provides market-leading research on commercial real estate properties in nearly all markets and sub-markets. The RFP was downloaded by over 100 interested parties. A non-mandatory pre-proposal conference held in September, 2021 was attended by over 30 participants.

Additional Background:
Key to the design and planning of the overall spaces are the public private partnerships that can help activate the space and provide a mixed use, sales tax generating, downtown development project to complement the city's investment in The Ramble. Partners are both private developers and philanthropic support efforts.

Initial design for this transformative project was made possible by a 2017 grant from the Walton Family Foundation's Design Excellence Program. Award-winning landscape architects Nelson Byrd Woltz (NBW) were selected to design the corridor with the primary goals of:

- Increasing public access and strengthening the surrounding neighborhood,
- Leveraging the connected trail network,
- Demonstrating a commitment to sustainability, and
- Embodying an innovative spirit, encouraging visitors and residents to engage with the space in new ways.

There are five primary elements included in plans for the Cultural Arts Corridor bond project: The West Avenue Civic Space, West Avenue streetscapes, The Fay Jones Woods, The Razorback Greenway, and a new parking deck one block north of the corner of West Ave. and Dickson Street. In April 2019, citizens of Fayetteville voted to authorize a $31,685,000 bond for construction of the Cultural Arts Corridor Improvements.

Arts Corridor improvements to the Fay Jones Woods, the southern portion of the Razorback Regional Greenway, and the southern portion West Ave. began in September 2020 with construction completed in September, 2022. Construction of the new parking deck began in January 2022 with completion planned in October of 2023. In June 2021, after a 5-month public renaming process, the City announced The Ramble as the new name for the Cultural Arts Corridor.

On October 26, 2021, the City of Fayetteville accepted proposals for the southern anchor building on the Civic Plaza. One proposal was received from Reindl Properties that included a project team with a passion for high-quality construction, human-scaled design, craftsmanship, efficiency, and love of community. Their team includes:

- Brian Reindl - Developer and owner of the adjacent Metro Building along with several other properties in and around downtown Fayetteville.
- Rob Sharp - Architect and designer of several Fayetteville projects including: Three Sisters Building, Mill District, The Dickson Building and most recently the Network Building, which was designed to be the first net zero mixed-use building in Fayetteville.

The LOI specifies that the final development agreement includes a termination and buy back clause requiring Reindl properties to start construction on the new building within 12 months of the completion of the Civic Space. Also, Reindl Properties met with organizations for additional community input on the ways in which the proposed building will interact with the plaza and civic space.

As indicated in the LOI renderings, the proposed mixed-use building will be substantial and striking. The building's proposed uses will increase the liveliness of the adjacent Civic Plaza and attract visitors to the downtown. Hotel guests will eat, shop and recreate in the area, providing benefit to many existing local businesses. Initial analysis shows that the project would provide approximately $300,000 per year in sales and HMR taxes to the City plus another $63,000 per year in property tax to the City of Fayetteville for the general fund, library and fire and police departments. The construction impact of this $40 million construction project will approximately yield another $175,000 in sales tax revenue.

On October of 2022, Council passed Resolution 256-22 Authorizing the Mayor to Sign the Letter of Intent Defining Development Agreement terms with Reindl Properties Inc., for a Public Private Partnership for Construction of the Mixed-Use building at the Ramble Civic Plaza.

DISCUSSION:

Since the approval of the Resolution:

- City staff and design consultants with Nelson Byrd Woltz have worked with Reindl Properties to finalize the building footprint in relationship to the trail relocation and relative to the final design of the Civic Plaza.
- Staff has worked with Reindl Properties to secure independent third-party appraisals.

The City provided to Reindl a list of 5 appraisal firms with experience in commercial real estate. From that list, Reindl selected three firms. The 3 firms provided certified property value reports. The average of the 3 was used for the agreed to values.

- Major terms and conditions for a proposed Agreement are included in this Real Estate contract as Drafted by Vicki Bronson of Connors and Winters Law Firm.

BUDGET/STAFF IMPACT:

Revenues will be recognized after the closings. Net proceeds from this real estate contract will be applied to the Restrooms/Storage located in the building, and Civic Plaza Improvements.

ATTACHMENTS: Copy of SRF-Real Estate Purchase Agreement South Civic Plaza (#3), Real Estate Purchase Contract (City Reindl) Redline 9-27-23 (002) (#4), Exhibit 1 (#5), Apprasials and Summary South Civic Plaza (#6), 601 W Center St Deed (#7), 256-22 RESOLUTION (#8), Exhibit 2 South Elevation (#9), Exhibit 3 Fay Park Hotel - North Rendering (#10), Exhibit 3 Fay Park Hotel - City Storage (#11), Exhibit 3 Fay Park Hotel - City Toilets (#12), 20231012 REVISED Exhibit 3 Fay Park Hotel level 1 (#13), 20231012 REVISED Exhibit 3 Fay Park Hotel Level 2 (#14), 20231012 REVISED Exhibit 2 Fay Park Hotel - South Rendering (#15), 20231012 Attachment Fay Park Hotel Progression Summary (#16), REAL ESTATE PURCHASE CONTRACT - revised 10-12-23 (#17), COF Letter with Parking Study (#18), Hotel Valet Lot Layout (#19), Survival of Contractual Obligations, Representations, and Agreements as Restrictive Covenants (#20), REAL ESTATE PURCHASE CONTRACT (City Reindl) revised 10-17-23 clean (#21), Ramble Hotel Letter of Support (#22), Exhibit A Site Plan (#23), Exhibit B Floor Plans (#24), Exhibit C Conceptual Building Design and Materials (#25), Real Estate Purchase Contract (City Reindl) Revised 11-2-23 (#26), Letter of Support- Mycelium Networks (#27), Letter of Support- Acre Trader (#28), Letter of Support - Startup Junkie Consulting (#29), Letter of Support - Cato Springs Development (#30)

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

File #: 2023-1171

Resolution authorizing a Real Estate Purchase Contract with Reindl Properties, Inc. for the Construction of a mixed-use building on the Ramble/Cultural Arts Corridor Civic Plaza

A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN A REAL ESTATE PURCHASE CONTRACT WITH REINDL PROPERTIES, INC. FOR THE SALE OF APPROXIMATELY 0.5 ACRES OF CITY PROPERTY IN THE SOUTH END OF THE CIVIC PLAZA FOR THE AMOUNT OF $1,247,455.00

WHEREAS, in October 2022, the City Council approved Resolution 256-22 authorizing the Mayor to sign the Letter of Intent Defining Development Agreement terms with Reindl Properties Inc. for a Public Private Partnership for Construction of the Mixed-Use building at the Ramble Civic Plaza; and

WHEREAS, Mayor Jordan recommends that the City Council approve the terms of the sale set out in the real estate purchase contract negotiated with Reindl Property, Inc.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign a real estate purchase contract with Reindl Properties, Inc., a copy of which is attached to this Resolution, for the land sale of approximately 0.5 acres in the amount of $1,247,455.00, and further authorizes the Mayor to execute all closing and other documents necessary to effectuate the sale.

REAL ESTATE PURCHASE CONTRACT

THIS **REAL ESTATE PURCHASE CONTRACT** (this "**Contract**") is made and executed as of the 29th day of September, 2023, by and between **REINDL PROPERTIES, INC**. and or Affiliates ("**Buyer**") and **CITY OF FAYETTEVILLE, ARKANSAS** ("**Seller**") as follows:

1. THE PROPERTY

For the price and upon and subject to the terms, conditions and provisions set forth in this Contract, Seller shall sell and convey to Buyer and Buyer shall purchase from Seller that certain real estate owned by Seller located adjacent to West Avenue and Spring Street in Fayetteville, Washington County, Arkansas, (the "**Property**"), in the approximate location as depicted on Exhibit 1 attached hereto, the exact legal description to be determined by survey, together with all Seller's rights, title and interest in all public and private streets, roads, avenues, alleys and passageways, and all and singular the estates, rights, privileges, easements and appurtenances belonging or in any way appertaining to the Property.

2. PURCHASE PRICE

Purchase Price. The purchase price for the Property ("**Purchase Price**") shall be One Million Two Hundred Forty-seven Thousand Four Hundred Fifty-five Dollars ($1,247,455.00,) to be paid in cash at Closing.

3. DEED

On the Closing Date, Seller shall execute a deed to sell and convey to Buyer good and marketable title to the Property by special warranty deed in the form reasonably prescribed by Buyer (the "**Deed**"), subject to no liens, claims, or encumbrances ("**Encumbrances**"), except (a) a restriction concerning Prohibited Uses as defined in Paragraph 31; and (b) liens for ad valorem taxes that are not yet due and payable and (c) those title and survey exceptions either waived or approved in writing by Buyer after Buyer's review of the Commitment, Survey (as those terms are hereinafter defined), and legible copies of all title exception documents identified on the Commitment and Survey (the "**Permitted Exceptions**"). Title to the Real Property as aforesaid shall be insured by the Title Company as provided in Section 5.

4. SURVEY

Buyer will order an ALTA survey (the "**Survey**") within five (5) days of the execution of this Contract. Buyer and Seller will each pay one half of the cost of the Survey. The Survey will include the location and boundaries of the Property and the Public Easement (defined and described in paragraph 30). The Survey and the boundary lines of the areas surveyed therein shall be subject to the mutual agreement of Buyer and Seller.

5. TITLE INSURANCE

Commitment and Title Policy. Within ten (10) business days after the date of this Contract, Seller will order a preliminary title insurance commitment (the "**Commitment**") from

Bronson Abstract Company, Fayetteville, Arkansas (the "**Title Company**") pursuant to which the Title Company shall agree to issue to Buyer, an ATLA owner's policy of title insurance (the "**Title Policy**") in the amount of the Purchase Price, insuring marketable fee simple title to the Real Property in Buyer upon recording of the Deed.

Seller's Title Documents. Seller shall, at Seller's sole expense, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered to the Title Company, on or before the Closing Date, such affidavits and other documents approved by the Seller, as the Title Company shall require as a condition to issuance of the Title Policy in the form herein provided (collectively, "**Seller's Title Documents**").

Buyer's Title Documents. Buyer shall, at Buyer's sole expense, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered to the Title Company, on or before the Closing Date, such affidavits and other documents approved by Buyer, as the Title Company shall require as a condition to issuance of the Title Policy in the form herein provided (collectively, "**Buyer's Title Documents**").

6. TITLE AND SURVEY DEFECTS

Buyer shall have ten (10) days from the receipt of the Title Commitment and copies of documents constituting exceptions to title and the Survey to examine the same and to specify to Seller in writing any matters which Buyer finds objectionable (the "**Encumbrances**").

Seller shall have thirty (30) days to cure or remove all Encumbrances at its cost and expense. If Seller fails to cause all the Encumbrances to be removed within such 30-day period or if Seller notifies Buyer of its decision not to cure or remove some or all of the Encumbrances, Buyer's remedy shall be to:

(i) Terminate this Agreement by giving Seller written notice thereof;

(ii) Agree to extend additional time to Seller to cure or remove all Encumbrances; or

(iii) Elect to purchase the Property subject to the Encumbrances and the Encumbrances not so removed or cured shall be deemed Permitted Exceptions and the Purchase Price shall not be reduced by any amount.

7. INVESTIGATION BY BUYER

Buyer has the right to conduct such due diligence as Buyer deems necessary in Buyer's sole discretion from the date of the execution of this agreement and continuing through five (5) business days prior to Closing; provided, however, Buyer may not conduct any intrusive testing in the subsurface soil or take any bore samples without the prior, written consent of the Seller. If Buyer, in its sole discretion is not satisfied with the results of its due diligence, Buyer may terminate this Contract at any time prior to Closing by providing written notice to Seller, whereupon this Contract shall be terminated and neither party shall have any further obligation to the other party.

8. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer the following through the date hereof and as of the Closing Date to the best of Seller's knowledge:

8.1 Except as disclosed to Buyer in writing there are no unrecorded leases, arrangements, agreements, understandings, options, contracts, or rights of first refusal affecting or relating to the Property in any way.

8.2 Seller represents and warrants that at the time of acceptance hereof and at Closing, Seller is not a "foreign person" as such term is defined in Section 1445(f) of the Internal Revenue Code of 1954.

8.3 There are no actions, suits, lawsuits, proceedings, or claims affecting any part of the Property, or affecting Seller with respect to the ownership, occupancy, use, or operation of any part of the Property pending in or before any court, agency, commission, or board.

8.4 No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or State bankruptcy laws is pending against Seller.

8.5 Seller has not received notice from any governmental authority, stating that the Property is currently in violation of any zoning, environmental, or other land use regulations or in violation of any required licenses, registrations, certificates, permits, approvals, or other governmental authorizations relating to the use and operation of the Property. If Seller receives such a notice prior to Closing, Seller shall promptly notify Buyer of such a notice and deliver a copy thereof to Buyer.

8.6 Seller has not received any notice relating to its period of ownership of the Property that the Property is in violation of any applicable governmental law, regulation, or requirement relating to environmental or occupational health and safety matters or Hazardous Substances ("Environmental Laws"). As used in this Agreement, the term "Hazardous Substances" means any and all substances, materials, and wastes which are regulated as hazardous or toxic under applicable local, state, or federal law or which are classified as hazardous or toxic under applicable Environmental Laws.

8.7 Seller has not stored, processed, or disposed of hazardous or toxic substances on the Property.

8.8 No underground storage tanks are located on the Property.

For the purposes hereof, the term "Seller's Knowledge" means the actual knowledge of _____, without any duty of inquiry or investigation.

BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENT DELIVERED BY SELLER, (A) BUYER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF SELLER IN CONNECTION WITH THE PROPERTY OR THIS TRANSACTION, (B) SELLER WILL SELL AND CONVEY TO BUYER, AND BUYER WILL ACCEPT THE PROPERTY "AS IS", "WHERE IS", AND "WITH ALL FAULTS" ON THE CLOSING DATE, AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR

REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY SELLER OR ANY THIRD PARTY, AND (C) SELLER DOES NOT, BY THE EXECUTION AND DELIVERY OF THIS AGREEMENT, AND SELLER WILL NOT, BY THE EXECUTION AND DELIVERY OF ANY DOCUMENT OR INSTRUMENT EXECUTED AND DELIVERED IN CONNECTION WITH CLOSING, MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER, WITH RESPECT TO THE PROPERTY AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.

9. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller the following through the date hereof and as of the Closing Date to the best of Buyer's knowledge:

9.1 Buyer represents and warrants that at the time of acceptance hereof and at Closing, Buyer is not a "foreign person" as such term is defined in Section 1445(f) of the Internal Revenue Code of 1954.

9.2 No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or State bankruptcy laws is pending against Buyer.

9.3 Buyer has full authority to enter into this Contract and fulfill all its obligations pursuant therewith.

"Buyer's Knowledge" means the actual knowledge of Brian Reindl.

10. TAXES AND ASSESSMENTS

No tax prorations will occur because Seller is not subject to real estate taxes. Buyer is responsible for paying all real property taxes and assessments due and payable after the date of Closing.

11. CLOSING COSTS AND ADJUSTMENTS

Seller's Costs. Seller shall pay the cost of (1) one-half of the documentary stamps; (2) the cost of the owner's portion of the title insurance policy; (3) one-half the Title Company's closing fee and document preparation fee; (4) the Title Company's title search fee; (5) all certificates, instruments and documents which Seller is required to deliver or cause to be delivered; (6) one-half of the Survey; (8) one-half of the cost of appraisals required in connection with the Purchase Price of the Property or in connection with the Public Easement as provided in this Contract; and (7) its legal fees and expenses.

Buyer's Costs. Buyer shall pay the cost of (1) one-half of the documentary stamps; (2) one-half the Title Company's closing fee and document preparation fees; (3) the cost of any loan policy of title insurance including all endorsements required by Buyer's lender; (4) all certificates, instruments and documents which Buyer is required to deliver or cause to be delivered; (5) Buyer's legal fees and expenses; (6) one half of the Survey; and (7) one-half of the cost of any third appraisal required in connection with the Purchase Price of the Property or in connection with the Public Easement as provided in this Contract.

12. CONDEMNATION AND CASUALTY

If, prior to the Closing Date, all or any part of the Property shall be condemned by governmental or other lawful authority such that the remaining property is insufficient for Buyer to construct the Mixed Use Building (as defined below), Buyer shall have the option, exercised by delivery to Seller of written notice of such election on or before the fifteenth (15th) business day following the date on which Buyer receives from Seller written notice of such condemnation of either (a) completing this transaction, in which event (i) there shall be no reduction of the Purchase Price, (ii) Seller shall have no duty to repair or restore, (iii) Seller shall pay to Buyer all condemnation proceeds received by Seller with respect to such condemnation, and (iv) Seller shall assign to Buyer all rights of Seller in and to such condemnation proceeds, or (b) terminating this Contract.

13. LEASES AND OTHER AGREEMENTS

During the period from the date of this Contract to and including the Closing Date, Seller shall not, without the prior written consent of Buyer enter into a lease of the Property that has a term extending beyond the Closing Date.

14. CLOSING

Closing Date. Provided all conditions to closing set forth in this Contract have been satisfied or waived by Buyer and Seller, and this Contract has not been terminated in accordance with the provisions herein set forth, the transaction contemplated herein shall close within thirty (30) days of the satisfaction or fulfillment of all conditions of closing, or such other date as is mutually agreeable to Seller and Buyer, PROVIDED, however, that if Closing does not occur on or before _____ , Seller may, in its sole discretion, terminate this Contract and neither party shall have any further obligations to the other party. Such date for the closing of title is herein called the "**Closing Date**" or such occurrence is called the "**Closing**" or "**closing**".

Seller's Deliverables. On or before the Closing Date, Seller shall deliver or cause to be delivered to the Title Company the following: (a) Special Warranty Deed; and (b) Seller's Closing Statement and such other documents as Title Company may require at Closing and which are approved by the Seller.

Buyer's Deliverables. On or before the Closing Date, Buyer shall deliver or cause to be delivered to the Title Company the following: (a) by federal wire transfer of funds to the Title Company's escrow account an amount equal to (i) the balance of the Purchase Price due at closing, adjusted as herein provided, plus (ii) the aggregate amount of closing costs for which Buyer is responsible as provided herein, all as shown on Buyer's closing statement; (b) and Buyer's Closing Statement and such other documents as Title Company may require at Closing.

15. POSSESSION

Exclusive possession of the Property shall be delivered to Buyer on the Closing Date.

16. BROKERAGE

Seller hereby represents and warrants that it has not engaged the services of any real estate agent, broker or firm in connection with the Property or this real estate transaction. Buyer hereby represents and warrants that it has not engaged the services of any real estate agent, broker or firm in connection with the Property or this real estate transaction.

17. SURVIVAL

Except as otherwise set forth herein, all warranties, representations, covenants, obligations,
and agreements contained in this Contract shall survive the closing hereunder and the transfer and conveyance of the Property and any and all performances hereunder for a period of six (6) months.

18. TIME

Time is of the essence of this Contract.

19. NO WAIVER

Except as herein expressly provided, no waiver by a party of any breach of this Contract or of any warranty or representation hereunder by the other party shall be deemed to be a waiver of any other breach by the other party (whether preceding or succeeding and whether or not of the same or similar nature), and no acceptance of payment or performance by a party after any breach by the other party shall be deemed to be a waiver of any breach of this Contract or of any representation or warranty hereunder by such other party, whether or not the first party knows of such breach at the time it accepts such payment or performance. No failure or delay by a party to exercise any right it may have by reason of the default of the other party shall operate as a waiver of default or modification of this Contract or shall prevent the exercise of any right by the first party while the other party continues to be so in default.

20. INSTRUMENTS IN WRITING

No agreement, consent, approval, notice, amendment, modification, understanding, or waiver of or with respect to this Contract or any agreement, instrument, or document entered into pursuant to or with respect to this Contract, or any term, provision, covenant, or condition hereof or thereof, nor any approval or consent given under or with respect to any of the foregoing, shall be effective for any purpose unless contained in a writing signed by the party against which such agreement, amendment, modification, understanding, waiver, approval or consent is asserted.

21. NOTICES

Any and all notices, requests, demands, or other communications hereunder shall be deemed to have been duly given if in writing and if transmitted by hand delivery with receipt therefor, by facsimile delivery (with confirmation by hard copy), by overnight courier, or by registered or certified mail, return receipt requested, first class postage prepaid addressed as follows (or to such new address as the addressee of such a communication may have notified the

sender thereof) (the date of such notice shall be the date of actual delivery to the recipient thereof):

If to Buyer: Reindl Properties, LLC
Attn: Brian Reindl
509 W Spring St, Ste 310
Fayetteville, AR 72701
greaterproductions@gmail.com

With copy to:
Reed Law Firm, P.A.
3301 S. Market St, Ste 211
Rogers, AR 72758
chris@reedlaw-planning.com

If to Seller:
City of Fayetteville
Attn: Mayor's Office
113 W. Mountain Street
Fayetteville, AR 72701
Mayor@fayetteville-ar.gov

With a copy to: Vicki Bronson
Conner & Winters, LLP
4375 N. Vantage Dr., Suite 405
Fayetteville, AR 72703
vbronson@cwlaw.com

Either party may designate a different address or addresses for itself by notice similarly given. Any notice given by registered or certified mail shall be deemed to have been given on the third day after the same is deposited in the mail, and any notice not so given shall be deemed to have been given upon receipt of the same by the party to whom the same is to be given.

22. ENTIRE AGREEMENT

This Contract contains the entire agreement with respect to the transactions contemplated herein, and there are no other terms, conditions, promises, understandings, statements, or representations, express or implied, concerning the same, and neither party is relying on any representation or statement not specifically contained herein.

23. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the State of Arkansas.

24. ESTOPPEL

Each party confirms and agrees that (a) it has read and understood all of the provisions of this Contract; (b) it has negotiated with the other party at arm's length with equal bargaining power; and (c) it has been advised by competent legal counsel of its own choosing.

25. JOINT PREPARATION

This Contract is deemed to have been jointly prepared by the parties hereto, and any uncertainty or ambiguity existing herein, if any, shall not be interpreted against any party, but shall be interpreted according to the application of the rules of interpretation for arm's length agreements.

26. ASSIGNMENT

Neither party may assign this contract without the prior written consent of the other party.

27. WAIVER OF JURY TRIAL

TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW, EACH PARTY HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST THE OTHER PARTY ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS CONTRACT.

28. ATTORNEYS FEES

If either party is required to bring litigation to enforce its rights under this contract, the prevailing party shall be entitled to recover its attorney's fees and costs, including expert witness fees.

29. CONTINGENCIES

In addition to any other conditions or contingencies contained herein, the parties' obligations to close on this transaction are conditioned upon satisfaction of the following conditions on or prior to Closing:

A. Buyer and Seller's approval of the Survey.

B. Buyer and Seller's approval and execution of a Development Agreement concerning the Mixed-Use Building as more particularly described in Paragraph 31.

C. Buyer and Seller's approval and Buyer's execution of the Public Easement, as more particularly described in Paragraph 30.

D. Buyer's execution and delivery to Seller of a perpetual easement for the use of the City Restrooms and Storage Space as provided in Paragraph 31.

30. ADDITIONAL CONSIDERATION

As additional consideration for the transactions contemplated herein Buyer agrees to grant a permanent easement to Seller for pedestrian walking and biking trails ("**Public Easement**") located across real property currently owned by Buyer adjacent to the Property. The exact location of the Public Easement shall be determined by the Survey. In consideration for Buyer's conveyance of the Public Easement, Seller will pay Buyer Two Hundred Fifty-nine Thousand Eighty-four Dollars ($259,084.00), which represents the fair market value as determined by the

parties' appraisals and which shall be deducted from the Purchase Price at Closing. A reconciliation of the final price will be done with final survey and closing documents.

31. DEVELOPMENT OF THE MIXED-USE BUILDING

A material condition of Seller's agreement to sell the Property to Buyer is for Buyer to develop and construct a Mixed-Use Building ("Building") on the Property as described in that certain Letter of Intent executed between the parties dated effective November 9, 2022. The approval of a Development Agreement by Buyer and Seller concerning the design, construction, and use of the Building and allocation of any shared costs associated with the construction of the City Restrooms and Storage Space is an express condition to the Buyer and Seller's obligations under this Contract. The Development Agreement shall incorporate, at a minimum, the following terms:

A. Buyer will construct a multi-story Mixed Use Building (the "Building") containing hotel uses and associated meeting spaces, office spaces, street level retail, and hospitality spaces, and must contain a minimum of one restaurant, café, or coffee shop at ground level. The Building may include additional uses as necessary to meet the financial goals of the project if approved by Seller. The following Use Units *may* be allowed, subject to the Seller's prior approval in conjunction with the Seller's typical processes and procedures for considering and approving zoning, development, licenses, and permits, including conditional use restrictions:

> Unit 4: Cultural and Recreational Facilities; Unit 13: Eating Places; 12a: Limited Business; 12b: General Business; Unit 14: Hotel, Motel and Amusement Facilities; Unit 15: Neighborhood Shopping Goods; Unit 16: Shopping Goods; Unit 19: Commercial Recreation, Small Sites; Unit 25: Offices, Studios, and Related Services; Unit 26: Multi-Family Dwellings; Unit 29: Dance Halls; Unit 34: Liquor Stores; Unit 35: Outdoor Music Establishments; Unit 40: Sidewalk Cafes; Unit 45: Small Scale Production; and Unit 46: Short Term Rentals.

Provided, however, that nothing contained in this Contract is intended to be nor may be construed to be a promise or agreement that Seller will approve any of the specific uses described above. The uses permitted are subject to Seller's prior approval according to Seller's typical processes and procedures for considering and determining permitted uses. In addition, certain uses which may be allowed under the zoning categories described above require a conditional use permit, including, but not limited to Unit 35: Outdoor Music Establishments. Because of the proximity to the Civic Space (Seller's property adjacent to the Property a/k/a the Ramble) as well as the Walton Arts Center and other local businesses, the use of amplified music on the Property requires specific approval by Seller in advance and is subject to all reasonable conditions which Seller requires, including, but not limited to prohibiting the use of amplified music after 10:00 p.m. Nothing in this Contract is intended to be nor may be construed to be a waiver or release of any of Seller's requirements or conditions for receiving a conditional use permit for any use that may be allowed under the zoning categories stated above.

Further provided, none of the following uses will be permitted on the Property (the "**Prohibited Uses**") at any time: crematorium; mausoleum; funeral home; furniture repair and refinishing; taxidermist; vape shops; body piercing/tattoo; gunsmith; animal hospital; animal day care; day care; bail bonding agencies; hospital; vehicle sales; convalescent home; boarding/rooming housing (other than is typically associated with hotel use); dormitory;

fraternity/sorority housing; and slot car track. Any deed from the Seller conveying the Property to Buyer will contain a restriction against the Prohibited Uses and the restriction will be a restriction that runs with the Property for a minimum of 75 years.

B. As befits its prominent location, the Building will be a substantial and attractive building. The Building's design, plans and specifications, including, but not limited to exterior finishes, and site development are subject to Seller's development review process, ordinances, and rules and must be approved by Fayetteville City Council. Nothing in this Contract is intended to or may be construed as a waiver of any of Seller's ordinances, rules, or regulations.

C. The Building will have three primary facades; one facing the Civic Space to the north, one facing the vacated Spring Street right-of-way to the south, and the third facing West Avenue to the east. All primary facades will be attractive, well-proportioned, and constructed of high-quality materials in accordance with the plans and specifications.

D. The Building shall be designed and built in substantial compliance with the drawings, depictions, and concepts on the attached Exhibit 2 which depict the minimum standards for materials, design, and architectural features. Any significant deviation from exterior design reflected on Exhibit 2 may not be approved by Fayetteville City Council.

E. The design and construction of the Building shall comply with all local, state, and federal building codes, rules, regulations, and laws, including those of Seller.

F. Buyer must present its application for Planned Zoning District (PZD) Review approval, along with all required documents no later than July 1, 2024. The Building and associated improvements are subject to approval pursuant to City of Fayetteville Development Review codes, processes, and procedures, including review by Planning Staff, Planning Commission, and City Council. Documents shall include all building facades, floor plans of all levels, infrastructure improvements, multi-use trail details, and all other requirements of City of Fayetteville codes.

G. Notwithstanding anything contained herein to the contrary, if Buyer does not secure a Building Permit for the Building within twelve (12) months of substantial completion of Seller's Civic Space, then this Contract and all agreements pertaining to this Contract shall be null and void and neither party shall have any obligations to the other party.

H. If Buyer fails to either (a) commence construction of the Building within sixty (60) days of Seller issuing a Building Permit or (b) complete construction of the Building within twenty-four (24) months of issuance of the Building Permit, then Seller at its sole discretion shall have the absolute and unconditional right to buy the Property back from Buyer, and any improvements made as of that date. If Seller elects to exercise its rights under this paragraph, the purchase price Seller will pay Buyer will be the original Purchase Price Buyer paid Seller for the Property, plus the fair market value of the completed improvements on the Property as determined by a third-party real estate appraiser, less all amounts paid by Seller for construction or construction estimates for the City Restrooms and Storage Space. The provisions for selection of appraisers contained in Paragraph 30 also apply to this Paragraph.

I. The Building must be designed and constructed to provide a ground floor that is open and inviting to the public on the north side to accentuate and facilitate the use of the Civic

Space. The hotel lobby shall be located on the ground floor and shall be open and inviting. Additionally, a bar, restaurant or café and retail uses will be provided on the ground floor.

J. Buyer agrees to make a good faith effort to purchase building supplies and materials locally to support sales tax revenue for Seller.

K. Buyer must provide all parking required by Seller's parking codes and requirements at Buyer's cost. Buyer must provide the amount of valet parking to Building guests that is usual and typical for the size of the Building. As a condition of this Contract and prior to Closing, Buyer must own or have a written lease for sufficient property to provide parking as required by Seller's parking requirements, including but not limited to City Code sections 172.05 and 156.03C(5). To the extent Seller has any excess parking spaces available Seller agrees to lease the excess parking spaces to Buyer at current market rates. Seller makes no representations that it has any parking spaces available to lease to Buyer.

L. All Building loading recycling, and solid waste and associated receptables must be located on the west side of the Building. No such activities will be permitted from or facing any public street.

M. The Building design and construction will incorporate sufficient air filtering to promote indoor air quality.

N. The Building will be designed and constructed to provide an efficient and properly designed envelope that will prevent air and water infiltration and reduce thermal bridging. The Building will implement the use of smart energy-management systems to decrease energy use in the Building, including but not limited to the installation of smart systems to avoid heating and cooling vacant rooms.

O. Buyer and Seller will coordinate design consultants on designing bicycle, pedestrian, automotive, and landscape infrastructure on all sides of the Building. The amount of the costs of those improvements and an agreement as to which costs will be paid by Seller and which will be paid by Buyer are a condition of this Contract and a condition of Closing. Once the costs for these improvements are established, Buyer and Seller agree to pay their pro-rata share of such costs.

P. Seller agrees to pay one half of the cost of extending water and sanitary sewer to the Building's site to provide water and sewer to the City Restrooms. Once the costs for these improvements are established, Seller agrees to pay that amount to Buyer. The amount of such costs must be reasonable and must be approved by Seller in advance in writing.

Q. Seller will assist Buyer in coordinating burial of existing power lines to the extent necessary; however, Seller has no obligation to incur any costs associated with burying overhead power lines.

R. Buyer is responsible for providing all water, sewer, electrical, cable, telephone, gas, or other utilities to the Building. Seller has no obligation to incur any costs associated with Buyer's installation of utilities except for the costs associated with extending water and sewer to the Building site, if any, for the City Restrooms as described above. If it is necessary for Seller to grant utility easements across its property to provide utilities to the Property, Seller agrees to grant a utility easement, provided however, that the location of the easement and any utility lines and equipment are subject to Seller's prior approval.

S. The Building shall contain public restrooms at street level, accessible from the Frisco Trail to serve trail and other public space users (the "City Restrooms"). The Building shall also contain a storage space for storing equipment associated with the planned performance area of the Civic Space and such other items which City desires ("Storage Space"). In addition:

i. All City Restrooms must comply with the Americans with Disabilities Act.

ii. Buyer shall be responsible for constructing the City Restrooms and Storage Space to a "white box" finish, subject to Seller's approval of the design. The City Restrooms and Storage Space contain a minimum of 1,600 square feet. The Storage Space shall be located on the west side of the Building for convenient access to the City Space. The approximate location of the City Restrooms and Storage Space are shown on Exhibit 3, attached.

iii. The costs of construction of the City Restrooms as a white box finish and the Storage Space, including the pro-rata share of the cost of foundations, structure, roof, and exterior walls as well as the electrical rough in, plumbing, and HVAC equipment and services, and other elements to be paid by the Seller agreed to prior to commencement of construction of the Building. Buyer is responsible for completing and delivering the City Restrooms in a white box finish and Seller is responsible for contracting for and paying the costs to finish out the interior of the City Restrooms as it deems appropriate with a contractor of its choice.

iv. The Seller shall have exclusive use, control, possession, and right to the City Restrooms and Storage Space pursuant to a perpetual exclusive easement to be granted by Buyer, the form of which must be agreed to by the parties and executed prior to or at Closing. Restrooms and storage to be maintained and serviced by the Seller.

v. In addition to the City Restrooms, the Building must contain separate public restrooms at ground level for the use of the Building's patrons as required by all Seller, state, and federal ordinances, rules, and regulations.

T. The Building shall contain a street level "back of house" space to be used by event organizers in the approximate location as shown on Exhibit 3.

U. Buyer, at its expense, will implement, install, and maintain landscaping on the Property as required by Seller pursuant to plans developed by Seller's landscape design architects.

V. Seller shall maintain exclusive control of all of Seller's property and exterior spaces adjacent to the Building and Property. Should Buyer desire to use any Seller property, the use must be coordinated with Seller and anchor institutions adjacent to the area, (e.g., Walton Arts Center, TheatreSquared, etc.) and any other group selected by the Seller to represent its interests in creating a lively and attractive park and Civic Plaza. Buyer must apply for use of Seller's property in the same manner as any other member of the public.

W. The Building shall provide a location for the display of local art, to be coordinated between Buyer and local arts organizations, schools, or the Seller.

X. All other terms and conditions as the parties may agree.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

BUYER:

REINDL PROPERTIES, INC.

By: 

Brian Reindl

Date: _____

SELLER:

CITY OF FAYETTEVILLE, ARKANSAS

By: _____

Lioneld Jordan, Mayor

Date: November 07, 2023

ATTEST:

By: _____

Kara Paxton, City Clerk-Treasurer

EXHIBIT 1

Drawing of appropriate location of the Property

EXHIBIT 2

Conceptual Building design and materials

EXHIBIT 3

Depiction of approximate location of City Restrooms, Storage Space,

and back of house space

Exhibit 1

BUILDING ENVELOPE TO STAY 3'-0" CLEAR OF EDGE OF PROPOSED GREENWAY

PROPERTY SALE

PROPOSED LOT SPLIT BOUNDARY

EXISTING PROPERTY LINE

LIMIT OF WORK FOR CIVIC SPACE CONSTRUCTION

GREENWAY ALIGNMENT AND EASEMENT

Restrocted use property included in the total sales agreement.

PROPOSED LOT SPLIT
DEVELOPER AGREEMENT
JULY 19, 2022

0 10' 20' 40'

N

Abernathy, Waylon

From: Abernathy, Waylon
Sent: Tuesday, November 29, 2022 4:01 PM
To: Norton, Susan
Subject: List of appraisal firms for South Civic Plaza Site
Attachments: APPRAISE.LST.2022.doc

Attached is the list of appraisers that I received from our Land Agent.
It includes appraisal firms that I had already researched that would be better suited for this type of project. (I omitted one from the original list).
Bryan and I discussed the strategy of the City providing a list of 5 firms, in which he would select 3. We would engage all 3 and take the average appraised value.
This seems like a fair approach to me.

Wade Abernathy
Director of Bond Projects and Facilities
City of Fayetteville
wabernathy@fayetteville-ar.gov
T 479-575-8361

CITY OF FAYETTEVILLE ARKANSAS

APPRAISERS LIST

	Quote	Time	Comments
Avaluations, LLC P.O. Box 2991 Fayetteville, AR 72702 Phone (479) 695-1371 Email: avalue@cox-internet.com			
HCA Principal Commercial Appraisals ATTN: Zach J. Holland PO Box 1501 Fayetteville, AR 72702 479-276-2149 holland@hollandcommercialappraisals.com			
The Real Estate Consultants ATTN: Mark Risk P.O. Box 747 118 N. East Avenue Fayetteville, AR 72702 PHONE: 479-442-0762 MOBILE: 479-530-2250 FAX: 479-442-6586 mrisk@trecinc.net			
Reed & Associates, Inc. ATTN: Tom Reed 3739 N. Steele Blvd., Suite 140 Fayetteville, AR 72703 PHONE: 479-521-6313 treed@reedappraisal.biz khampton@reedappriasal.biz			RFQ20-05 Resolution 104-21
Ferstl Valuation Services Attn: J T Ferstl 101 W Mountain, Ste 210A&B Fayetteville, AR 72701 PH: 479-595-0245 jtferstl@ferstlvs.com			

Narrative _____ Easement _____ Photos Required _____
Form _____ Fee Simple _____ Notify Owner _____
Letter _____ Other _____ Federal Project _____

COMMENTS: _____

South Plaza Property Apprasials Comparison and Average			
	Holland Commercial Appraisers	**Ferstl Valuaton Services**	**The Real Estate Consultants**	**Average**
Tract A Hotel Property				
Value	1,150,000	1,240,011	1,075,000	1155004
Square Feet	21,927	21,927	21,927	
Price/Square Feet	$54.00	$54.91	$49.01	52.64
Tract B Limited Use Land				
Value	58,000	60,952	99,000	92,451 (Based on 2196 square f
Squae Feet	2196	1100	2196	
Price/Square Feet	$26.41	$54.91	$45.00	42.10667
Tract C Permanet Trail Easement				
Value	270,000	385,000	220,000	259,084 (Based on 5220 square
Suare Feet	5220	6988	5220	
Price/square Feet	$51.75	$55.00	$42.15	49.63333

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-2143

MEETING OF JUNE 30, 2026

TO: Mayor Rawn and City Council

THROUGH: Keith Macedo, Chief of Staff
Jonathan Curth, Development Services Director
Dennis Sanders, Building Safety Director

FROM: Billy Bryant, Code Compliance Supervisor

SUBJECT: **Raze and Removal of the Structures at 320 W Ila St in Ward 2**

RECOMMENDATION:

Staff recommends approval of a resolution ordering the Raze and Removal of a dilapidated and unsafe structure located at 320 W Ila St.

BACKGROUND:

The subject property is located at 320 W Ila St., on the corner of N Vandeventer Ave. and W Ila St. south of Wilson Park. The owners are Steven & Cynthia Parette. Due to a citizen complaint, staff inspected the property on September 26, 2022. The inspection revealed a house in need of repair and a Property Nuisance code case was opened. Staff recommended addressing holes in the roof, soffit, fascia, and rotted siding. Staff inspections show no actions were taken to correct the property and the case was forwarded to the prosecutors' office on December 6, 2022. In response to city prosecutors' work on the case, the property owners Steve and Cynthia Parette ultimately applied for a building permit on February 25, 2025, to renovate the house. Throughout the permit review process, staff was consistently provided with inadequate information, and a lack of communication. Thus, slowing down the permit process significantly. The permit was issued on November 3, 2025, and staff deferred further action to afford the property owners time to make repairs. A building permit may remain open for up to six months without any activity. After this, the permit either expires or can be extended with a Building Official determination. Due to a lack of activity on the subject property, the permit expired on May 2, 2026. Given the increasingly dilapidated state of the structure after almost four years of investigation and staff finding conditions to be increasingly unsafe, the permit's expiration was not extended and a raze and removal case was opened on May 4th, 2026.

DISCUSSION:

This address consists of a two-story, 1,976-square foot, residential building. This building is in a severe state of disrepair. Most of the siding was removed, leaving the exterior exposed to the elements. Staff inspections show tattered building wrap, exposed studs, wiring, and plumbing. The siding that remains is rotted and failing. There is decay in the soffit, fascia, and window frames. Following the expiration of the issued building permit, the Parettes expressed interest in extending their existing permit or applying for another building permit. The Building Official determined that a lack of work since the September 2022 violation and subsequent November 2025 building permit issuance represent a lack of intent to repair and rehabilitate the structure. Staff auditing of utility services indicates the structure has electricity and water service. However, water service shows no usage since June 2024. The neglect of this structure is severe, and no longer a usable space. Per 173.08 of

the Unified Development Code, City Council may determine whether the subject building to be unsafe, dilapidated, unsanitary or a detriment to public welfare. A budget adjustment will not be necessary for this raze and removal due to existing, allocated funds for this activity. The bid for demolition is $17,200.

BUDGET/STAFF IMPACT:

If the property owner does not comply with the Raze and Removal order, Raze and Removal costs will be expensed to the current budget. A lien will be placed on the property for the costs incurred.

ATTACHMENTS: 3. Staff Review Form, 4. Property Location Maps, 5. Property Photos, 6. Notice of Violation, 7. County Assessor Details and Legal Description, 8. Raze & Removal Documentation

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

File #: 2026-2143

A RESOLUTION TO ORDER THE RAZING AND REMOVAL OF A DILAPIDATED AND UNSAFE STRUCTURE ON PROPERTY OWNED BY STEVEN AND CYNTHIA PARETTE LOCATED AT 320 WEST ILA STREET IN WARD 2 IN THE CITY OF FAYETTEVILLE, ARKANSAS

WHEREAS, Steven and Cynthia Parette are the record owners of real property, legally described in attached Exhibit A, which is located at 320 West Ila Street, City of Fayetteville, Washington County, Arkansas; and

WHEREAS, the City Council has determined that a structure located on said property with the address 320 West Ila Street is dilapidated, unsightly, unsafe, and detrimental to the public welfare; and

WHEREAS, Steven and Cynthia Parette, having been properly served by sending a Notice of Violation by Certified Mail, Return Receipt Requested to the owner's address of record, and, given thirty (30) days to correct said violations, has failed to repair, or raze and remove said dilapidated, unsightly, and unsafe structure.

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

Section 1: That, by the authority granted pursuant to A.C.A. § 14-56-203, and in accordance with the provisions of Section 173.08 of the Fayetteville Code of Ordinances, Steven and Cynthia Parette are hereby ordered to raze and remove forthwith the dilapidated, unsightly, and unsafe structure located at 320 West Ila Street, Fayetteville, Arkansas. The manner of removing said structure shall be: dismantle by hand or bulldozer, and haul all debris to a landfill.

Section 2: That, if Steven and Cynthia Parette do not comply with this order, the Mayor is hereby authorized to cause the dilapidated, unsightly, and unsafe structure to be razed and removed; and a lien against the real property shall be granted and given the City, pursuant to A.C.A. § 14-54-904, for the costs associated therewith.

City of Fayetteville Staff Review Form

2026-2143

Item ID

7/7/2026

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

Billy Bryant	6/17/2026	BUILDING SAFETY (640)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of a resolution ordering the Raze and Removal of a dilapidated and unsafe structure located at 320 W Ila St.

Budget Impact:

1010.640.6400-5315.04	General
Account Number	Fund
50033.2603	Raze and Removal
Project Number	Project Title

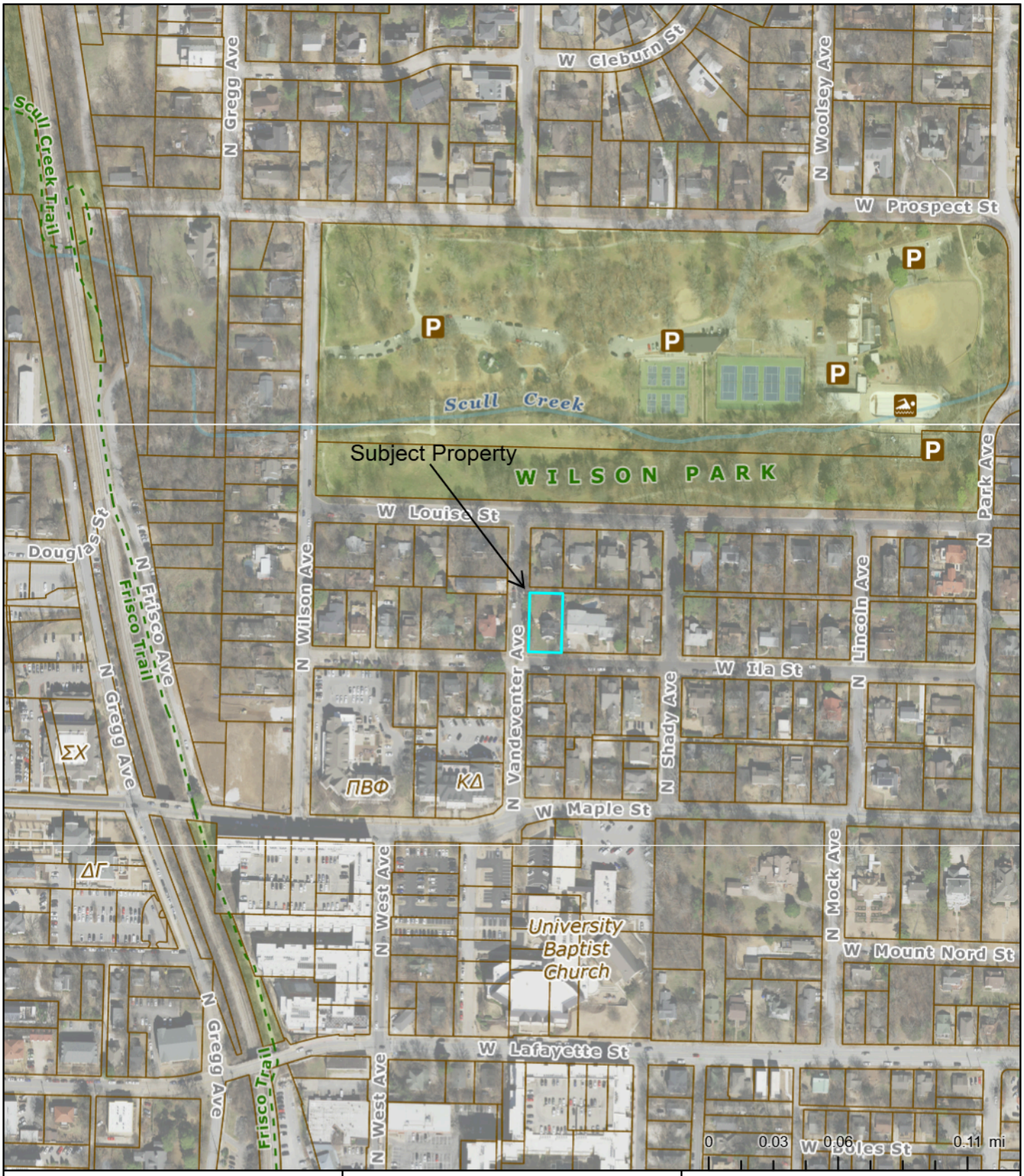
Budgeted Item?	Yes	Total Amended Budget	$	83,000.00
		Expenses (Actual+Encum)	$	-
		Available Budget	$	83,000.00
Does item have a direct cost?	Yes	Item Cost	$	17,200.00
Is a Budget Amendment attached?	No	Budget Amendment	$	-
		Remaining Budget	$	65,800.00

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

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

Original Contract Number: _____

Comments:



Distance Arial Photo

Raze and Removal

320 W Ila St

Fayetteville, AR

The data contained herein was compiled from various sources for the sole use and benefit of the City of Fayetteville Geographic Information System and the public agencies it serves. Any use of the data by anyone other than the City of Fayetteville is at the sole risk of the user; and by acceptance of this data, the user does hereby agree to indemnify the City of Fayetteville and hold the City of Fayetteville harmless from and without liability for any claims, actions, cost for damages of any nature, including the city's cost of defense, asserted by user or by another arising from the use of this data. The City of Fayetteville makes no express or implied warrantees with reference to the data. No word, phrase, or clause found herein shall be construed to waive that tort immunity set forth under Arkansas law.

Created: 6/9/2026
Credits: 2026 Imagery | Bowman | EagleView Technologies, City of Fayetteville, AR
Map Author:



Close-up Arial Photo

Raze and Removal

320 W Ila St

Fayetteville, AR

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Created: 6/9/2026
Credits: 2026 Imagery | Bowman | EagleView Technologies, City of Fayetteville, AR
Map Author:


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THE HOME DEPOT


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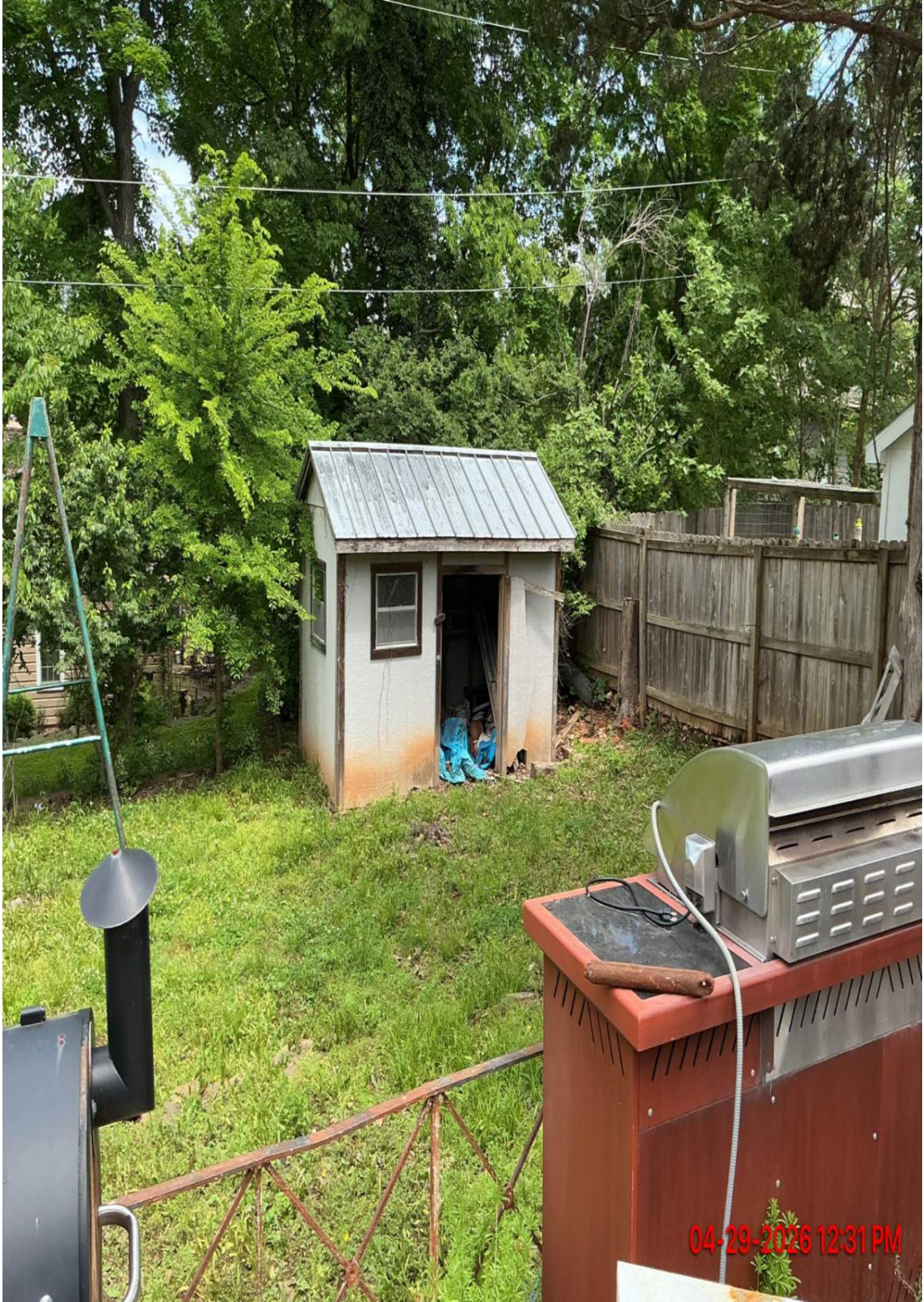

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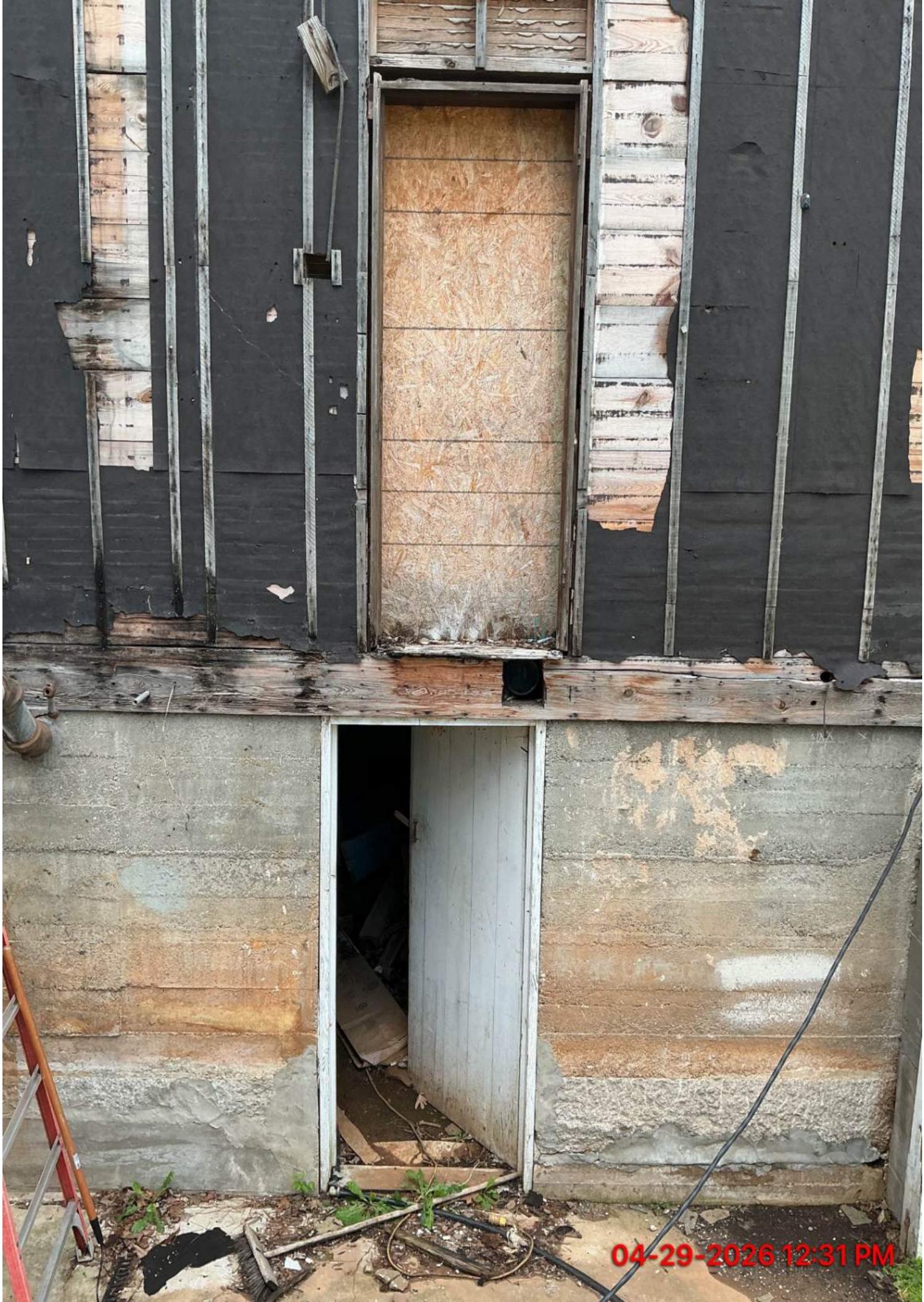

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PRO™
Filtration Barrier
PERMAPRO™
Water Resistant Air Infiltration Barrier
Perma "R" Products, Inc.
606 Old Quitman Rd., Adel, GA 31620
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EVERBUILT
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EVERBILT
THE HOME DEPOT
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CITY OF FAYETTEVILLE
125 West Mountain Street
Fayetteville, AR 72701

Case Number: **CBLD-2026-0057**

Violation Notice

Case Type: **Building**

Date Case Established: **05/04/2026**

Owner: Steven V & Cynthia D Parette

Mailing Address

Steven V & Cynthia D Parette
320 W Ila St
Fayetteville, AR 72701

Notice of Violation for the following location:

Address	Parcel
320 W ILA ST Fayetteville, AR 72701	**765-05099-000**

Dear Property Owner:
It appears that your property contains a violation of the Fayetteville Unified Development Ordinance. It is our goal to notify and assist property owners to correct violations of city ordinances before taking actual enforcement actions. If you need clarification of this notice or advice on how to correct the problem, please contact us.

Violation That Needs Correction: 173.08 - Unsafe Buildings - (Raze & Removal) - Unsafe Buildings - (Raze & Removal)
No person, partnership, corporation, or association, hereinafter referred to as "owner", shall keep or maintain any house or building within the corporate limits of the City which has become dilapidated, unsafe, unsanitary, or detrimental to the public welfare.

Possible Penalties:
If this violation is not corrected within thirty (30) days from the service of this notice, a Public Hearing will be held for the approval of a raze & removal determination by the City Council. The costs shall be charged to the owner(s) of the property and the city shall have a lien against such property for the costs. If you disagree with our conclusion that your property contains a violation of our ordinances, you have the right to an appeal. Please see Chapter 155 of the Unified Development Code.

How This Violation Can Be Voluntarily Corrected: By making repairs as needed or razing the structure and remove all debris from the lot. A building permit may be required, based on review of the Building Safety Director.

Sincerely,

Billy Bryant
Senior Code Compliance Officer
479-601-6361
BBryant@Fayetteville-ar.gov

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Steven & Cynthia Parette
320 W. Ila St.
Fayetteville, AR 72701

9590 9402 8987 4064 8597 21

2. Article Number (Transfer from service label)

9589 0710 5270 3813 0223 03

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Corey Parette ☐ Agent ☐ Addressee

B. Received by (Printed Name) Cindy Parette

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

RECEIVED
MAY 13 2026
CODE COMPLIANCE

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

(over $500) Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 BB CBLO-26-57 Domestic Return Receipt

CITY OF
FAYETTEVILLE
ARKANSAS

Date: 6-5-2026

Property owner address:

Steven V & Cynthia D Parette
320 W Ila St
Fayetteville, AR 72701

RE: Enforcement of Fayetteville Code 173.08
Arkansas Code Ann. 14-56-203

NOTICE TO PROPERTY OWNERS

Pursuant to A.C.A 14-56-203 as 173.08 of the Fayetteville Code, you are placed upon Notice that the Fayetteville City Council will conduct a public hearing to determine if the dwelling located at **320 W Ila St (WC Parcel # 765-05099-000)** should be Razed and Removed.

You are free to appear at this hearing to present any evidence or statements. If you need additional information concerning this process or if you have information that we are not aware of, please call the Code Compliance Office at (479) 575-8232.

The hearing will be part of a regular City Council meeting on **July 7th, 2026** beginning at 5:30pm at the City Administration Building, 113 W. Mountain St., Fayetteville, AR 72701. The City Council Meetings are advertised in local newspapers and will contain an item concerning this hearing. You may also call the Fayetteville City Clerk's Office (479-575-8323) for information confirming the date of the public hearing.

Sincerely,

Billy Bryant
Code Compliance Supervisor

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

STEVEN V & CYNTHIA D. PARETTE
320 WEST ILA ST
FAYETTEVILLE, AR 72701

9590 9402 9744 5266 2496 80

2. Article Number (Transfer from service label)

9589 0710 5270 3813 0233 93

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) STEVE KARETTE C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

RECEIVED
JUN 15 2026
CODE COMPLIANCE

FAYETTEVILLE AR MAIN POST OFFICE
JUN 12 2026
USPS 72701

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ■ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ ail
- ☐ ail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 B. BRYANT Domestic Return Receipt

Parcel: 765-05099-000 ID: 39502
Previous Parcel: 138759-000-00
As of: 6/4/2026 10:49:45 PM

Washington County Report

Property Owner

Name:	PARETTE, STEVEN V & CYNTHIA D
Mailing Address:	320 W ILA ST FAYETTEVILLE, AR 72701
Type:	(RI) Res. Improv.
Tax District:	(011) FAYETTEVILLE SCH, FAY
Millage Rate:	57.10

Property Information

Physical Address:	320 W ILA ST
Subdivision:	ENGLEWOOD ADD
Block/Lot:	003 / 005
S-T-R:	09-16-30
Size (Acres):	N/A
Legal:	N/A

Market and Assessed Values

	Estimated Market Value	Full Assessed (20% Market Value)	Taxable Value
Land	225,000	45,000	23,617
Building	271,600	54,320	39,175
Totals	**496,600**	**99,320**	**62,792**

Taxes Note: Tax amounts are estimates only. Contact the county/parish tax collector for exact amounts.

Homestead Credit:	675 Note: The Estimated Tax amount shown includes the Homestead Credit amount listed.
Estimated Taxes:	2,910

Land

Land Use	Size	Units
74.25*132	1.000	House Lot
Total	**1.00**	

Deed Transfers Document Images brought to you by your

County Circuit Clerk, Kyle Sylvester.

View Image	Deed Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantee	Code	Type
	9/12/2001	2001	115204	Warr. Deed	0.00	$0	PARETTE, STEVEN V & CYNTHIA D	N/A	N/A
	9/7/2001	2001	116705	Warr. Deed	343.20	$104,000	PARETTE, CYNTHIA D	Valid	Improved
	2/19/1976	899	885	Warr. Deed	0.00	$0	SANFORD, IVY; SANFORD, TAMSY	N/A	N/A
N/A	1/1/1976	N/A	N/A	Warr. Deed	0.00	$0	SANFORD, RALPH	N/A	Improved

Residential Card 1 Details

Occupancy	Story	Construction	Total Liv	Grade	Age	Year Built	Condition	Beds
Single Family	ONE+	Frame Siding Std.	1976	3	92	1931	Good	N/A

Exterior Wall:	VINYL	**Plumbing:**	**Full:** 2 **Half:** N/A
Foundation:	Closed Piers	**Fireplace:**	**Type:** N/A **Qty:** 0
Heat/Cool:	Central	**Floor Struct:**	Wood with subfloor
Floor Cover:	Carpet & Tile	**Basement:**	N/A
Insulation:	Ceilings Walls	**Basement Area:**	N/A
Roof Cover:	Asphalt Shingle	**Year Remodeled:**	N/A
Roof type:	Gambrel	**Style:**	N/A

Base Structure

Item	Label	Description	Area
A	MN	Main Living Area	832
B	MN	Main Living Area	288
C	OP	Porch, open	40
D	FEP	Frame enclosed porch	24
E	MN	Main Living Area	240
F	1+	1+, Upper Level	616
G	FFB	Garage - frame finished, built	264
H	CS	Concrete slab, reinforced	512

Outbuildings and Yard Improvements

Item	Type	Size / Dim	Unit Multi.	Quality	Age
Driveway, concrete	N/A	10 x 44	1	N/A	N/A
Outbuilding,frame	N/A	12 x 20	N/A	N/A	N/A
Outbuilding,frame	N/A	10 x 16	N/A	N/A	N/A

Reappraisal Value History

Tax Year	Total Value	Total Assessed
2025	496,600.00	60,176.00
2024	496,600.00	57,560.00
2023	496,600.00	54,944.00
2022	334,200.00	52,328.00
2021	334,200.00	50,053.00
2020	334,200.00	47,778.00
2019	231,950.00	45,503.00
2018	231,950.00	43,691.00
2017	231,950.00	41,879.00
2016	231,950.00	40,067.00
2015	231,950.00	38,255.00

Not a Legal Document

Subject to terms and conditions
www.actDataScout.com

320 W Ila St. Legal Description

Lot Numbered Five (5) in Block Numbered Three (3) in Englewood Addition to the City of Fayetteville as designated upon the recorded plat of said addition. Lot Numbered Thirteen (13) in Block Numbered Twenty-three (23) Ferquson's Addition to the City of Fayetteville, Arkansas, as per plat of said Addition on ton file County, in theArkansas. office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

FAYETTEVILLE
ARKANSAS

PROCESS SUMMARY
(RAZE & REMOVAL/LARGE SCALE CLEAN-UP)

Property Address 320 W Ila St

WC Parcel # 765-05099-000

Energov Case # CBLD-2026-0057

City Code: 173.08

- On 05/04/2026 Code Compliance received a Request for Service regarding the property located at 320 W Ila St
- A Notice of Violation was sent to the Owner of Record on 05/04/2026
- The signed Return Receipt Card was received on 05 /13/2026

  (or)

- The property was posted on ____
- On 06/04/2026 the property was re-inspected and was found to still be in violation of City Code 173.08

CITY OF
FAYETTEVILLE
ARKANSAS

Code Compliance Program
Unsafe Building Determination
UDC 173.08 (A)

Address / Location: 320 W Ila St

WC Parcel # 765-05099-000

UDC 173.08 (A)

☐ ***I recommend the raze and removal of the structure.***

☐ ***I recommend securing the structure.***

☐ ***I have determined that the structure above is NOT in violation of Subsection 173.08 (A) of the City of Fayetteville's Unified Development Code***

☒ ***I recommend presenting the structure to City Council as a Property Nuisance for Raze & Removal***

Observations:

Case # CBLD-2026-0057

Building Safety Division Director

CITY OF
FAYETTEVILLE
ARKANSAS

RAZE & REMOVAL PROJECT
BID# 2026-0057

ADMINISTRATOR: Billy Bryant [email: bbryant@fayetteville-ar.gov]

PHONE # 479.575.8232 or 479.601.6361 F A X **#** 479.444.3445

PROJECT LOCATION: 320 W Ila St

WC Parcel # 765-05099-000

CONTRACTOR'S SCOPE OF WORK

- **RAZE&REMOVAL**
  1. Completely tear down the entire dwelling.
  2. Haul all contents inside the structure(s), debris from the structure(s), and other debris from the parcel to a legal landfill. All concrete associated with the structure(s) shall be removed from the lot (footings and slabs).
  3. Mow and clean up parcel.

- **CLEANUP & DISPOSAL**
  1. Provide proof, such as receipts, that the debris was hauled to a legal landfill.
  2. The city encourages the bidder to consider all waste diversion methods for materials collected. Any methods of disposal, excluding a legal landfill, must be deemed acceptable by the city prior to bid submittal.
  3. The yard shall be semi-level and mow-able when the demo work is completed and before payment will be made.
  4. Contractor shall be responsible for capping wells, utilities and/or any other requirements pertaining to the demolition permit.

- **MISCELLANEOUS**
  1. A Demolition Permit from the City of Fayetteville must be obtained before work begins. Demolition Permits are obtained through the Building Safety Division, 479-575-8238.
  2. Proof of no less than $250,000 liability insurance shall be provided by the contractor before work begins.
  3. State Contractor License is required. A City Business License is required if your business is located in the city limits of Fayetteville.
  4. If the situation is resolved by the property owner during the 30 day notice & comment period bids may be considered null & void.

CITY OF
FAYETTEVILLE
ARKANSAS

RECEIPT OF BIDS

OWNER(S): **City of Fayetteville – Building Safety Division**

ADDRESS: 320 W Ila St

PROJECT No: **Bid#** 2026-0057

PROJECT TITLE: **Raze and Removal – Code Compliance Program**

BID CLOSING DAY/DATE/TIME: **June 1, 2026**

CONTRACTOR: Meyers Construction LLC BID AMOUNT: $19,380.00

CONTRACTOR: M & M Excavating BID AMOUNT: $17,200.00

CONTRACTOR: _____ BID AMOUNT: _____

CONTRACTOR: _____ BID AMOUNT: _____

CONTRACTOR: _____ BID AMOUNT: _____

Certified by: _____ Date: 6-1-26

Witness: _____ Date: 6-1-26

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-2144

MEETING OF JUNE 30, 2026

TO: Mayor Rawn and City Council

THROUGH: Keith Macedo, Chief of Staff
Jonathan Curth, Development Services Director
Dennis Sanders, Building Safety Director

FROM: Billy Bryant, Code Compliance Supervisor

SUBJECT: **Raze and Removal of the Structures at 3582 N Hwy 112 in Ward 2**

RECOMMENDATION:

Staff recommends approval of a resolution ordering the Raze and Removal of a dilapidated and unsafe structure located at 3582 N Hwy 112.

BACKGROUND:

The subject property is located at 3582 N Hwy 112, located one lot east of the intersection of N Hwy 112 and W Van Asche Dr. The owner listed with the Washington County Assessor is GRL 112 LLC., which the Arkansas Secretary of State lists as a revoked corporation. Due to a citizen complaint, staff inspected the property on April 9, 2026. The inspection revealed a burned-out commercial building that caught fire on October 15, 2024, according to Fayetteville Fire Department records. Staff opened a raze and removal code case, and mailed the owners a notice of violation. A signed certified mail receipt card was received by staff on April 24, 2026. Staff inspections show no actions were taken to correct the property.

DISCUSSION:

This address includes a single story, 6,894-square foot, commercial building and several outbuildings and accessory structures. Additionally, multiple vehicles and trailers can be found alongside material and debris. The main building caught fire and is unsalvageable. While some walls and roof bracing remain intact, these were compromised by the fire, leaving the building structurally unsound and unable to secure. Per 173.08 of the Unified Development Code, City Council may determine the subject building to be unsafe, dilapidated, unsanitary or a detriment to the public welfare. A budget adjustment will not be necessary for this raze and removal due to existing, allocated funds for this activity. The bid for demolition is $37,500, and does include site clean-up.

BUDGET/STAFF IMPACT:

If the property owner does not comply with the Raze and Removal order, Raze and Removal costs will be expensed to the current budget. A lien will be placed on the property for the costs incurred.

ATTACHMENTS: 3. Staff Review Form, 4. Property Location Maps, 5. Property Photos, 6. Notice of Violation, 7. County Assessor Details and Legal Description, 8. Raze & Removal Documentation

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

File #: 2026-2144

A RESOLUTION TO ORDER THE RAZING AND REMOVAL OF A DILAPIDATED AND UNSAFE STRUCTURE ON PROPERTY OWNED BY GRL 112 LLC LOCATED AT 3582 NORTH HIGHWAY 112 IN WARD 2 IN THE CITY OF FAYETTEVILLE, ARKANSAS

WHEREAS, GRL 112 LLC is the record owner of real property, legally described in attached Exhibit A, which is located at 3582 North Highway 112, City of Fayetteville, Washington County, Arkansas; and

WHEREAS, the City Council has determined that a structure located on said property with the address 3582 North Highway 112 is dilapidated, unsightly, unsafe, and detrimental to the public welfare; and

WHEREAS, GRL 112 LLC., having been properly served by sending a Notice of Violation by Certified Mail, Return Receipt Requested to the owner's address of record, and, given thirty (30) days to correct said violations, has failed to repair, or raze and remove said dilapidated, unsightly, and unsafe structure.

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

Section 1: That, by the authority granted pursuant to A.C.A. § 14-56-203, and in accordance with the provisions of Section 173.08 of the Fayetteville Code of Ordinances, GRL 112 LLC is hereby ordered to raze and remove forthwith the dilapidated, unsightly, and unsafe structure located at 3582 North Highway 112, Fayetteville, Arkansas. The manner of removing said structure shall be: dismantle by hand or bulldozer, and haul all debris to a landfill.

Section 2: That, if GRL 112 LLC does not comply with this order, the Mayor is hereby authorized to cause the dilapidated, unsightly, and unsafe structure to be razed and removed; and a lien against the real property shall be granted and given the City, pursuant to A.C.A. § 14-54-904, for the costs associated therewith.

City of Fayetteville Staff Review Form

2026-2144

Item ID

7/7/2026

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

Billy Bryant	6/17/2026	BUILDING SAFETY (640)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of a resolution ordering the Raze and Removal of a dilapidated and unsafe structure located at 3582 N Hwy 112.

Budget Impact:

1010.640.6400-5315.04	General
Account Number	Fund
50033.2604	Raze and Removal
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	83,000.00
		Expenses (Actual+Encum)	$	-
		Available Budget	$	83,000.00
Does item have a direct cost?	Yes	Item Cost	$	37,500.00
Is a Budget Amendment attached?	No	Budget Amendment	$	-
		Remaining Budget	$	45,500.00

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



Distance Arial Photo

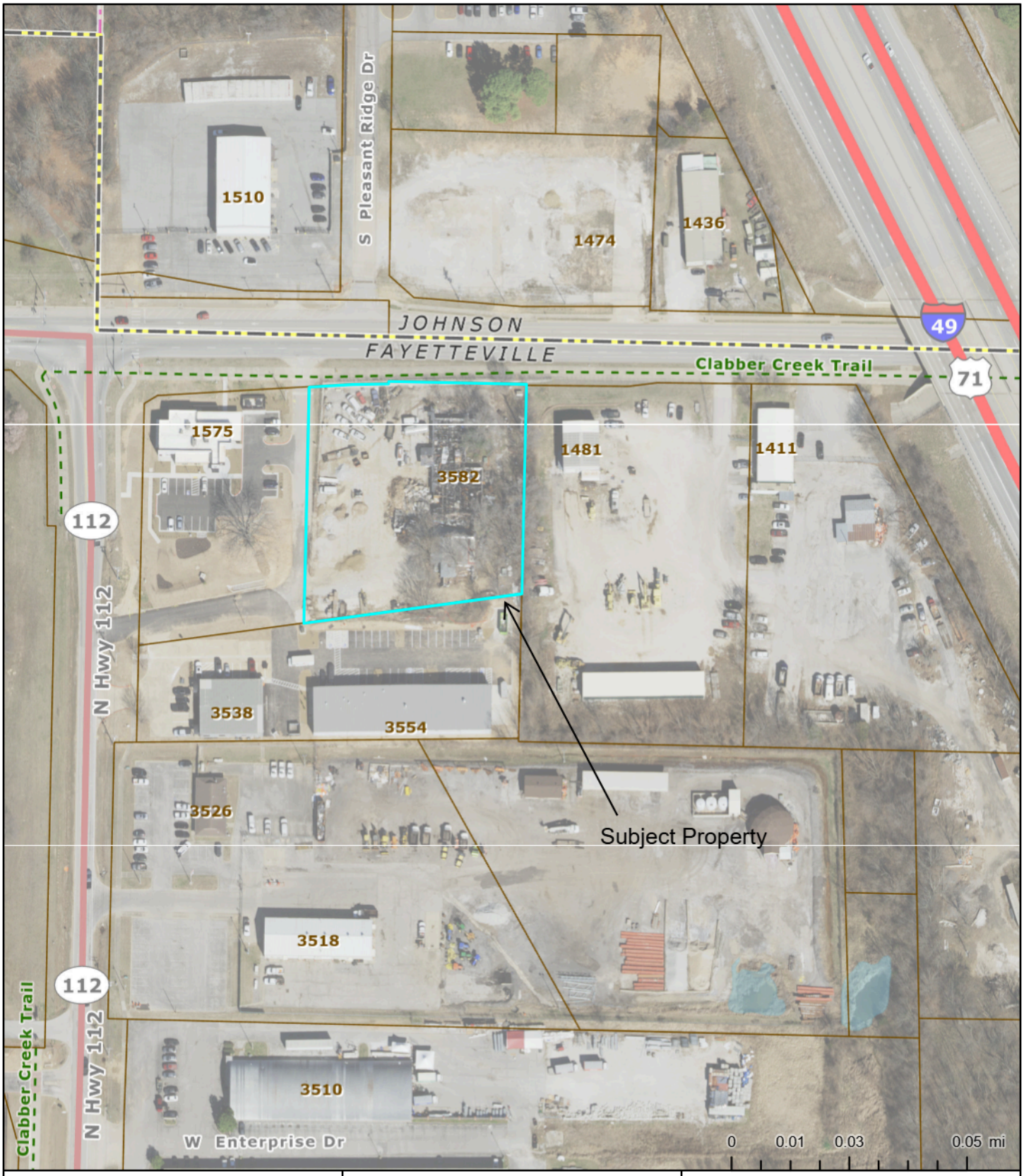
Raze and Removal

3582 N Hwy 112

Fayetteville, AR

The data contained herein was compiled from various sources for the sole use and benefit of the City of Fayetteville Geographic Information System and the public agencies it serves. Any use of the data by anyone other than the City of Fayetteville is at the sole risk of the user; and by acceptance of this data, the user does hereby agree to indemnify the City of Fayetteville and hold the City of Fayetteville harmless from and without liability for any claims, actions, cost for damages of any nature, including the city's cost of defense, asserted by user or by another arising from the use of this data. The City of Fayetteville makes no express or implied warrantees with reference to the data. No word, phrase, or clause found herein shall be construed to waive that tort immunity set forth under Arkansas law.

Created: 6/9/2026
Credits: 2026 Imagery | Bowman | EagleView Technologies, City of Fayetteville, AR
Map Author:



Close-up Arial Photo

Raze and Removal

3582 N Hwy 112

Fayetteville, AR

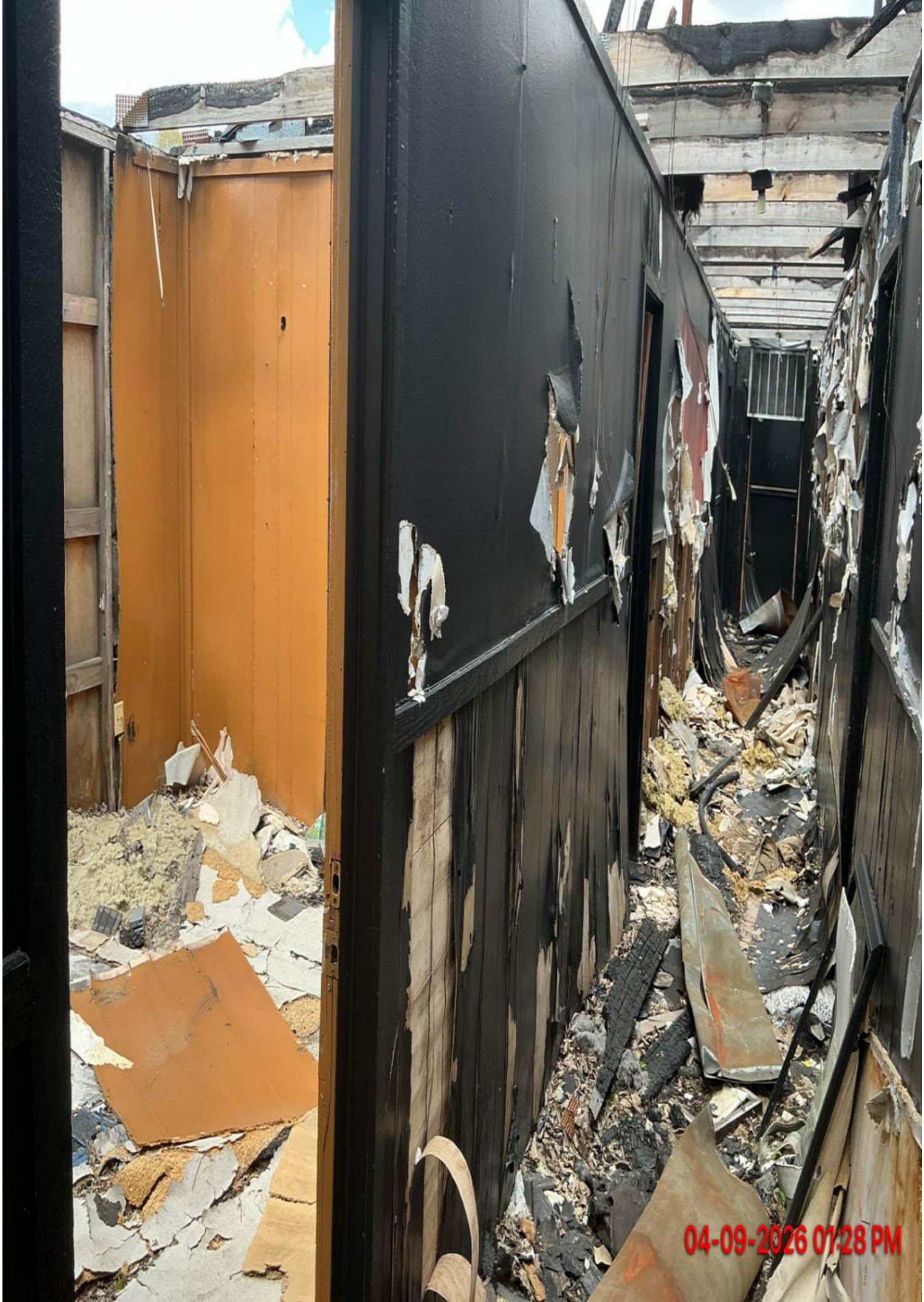
The data contained herein was compiled from various sources for the sole use and benefit of the City of Fayetteville Geographic Information System and the public agencies it serves. Any use of the data by anyone other than the City of Fayetteville is at the sole risk of the user; and by acceptance of this data, the user does hereby agree to indemnify the City of Fayetteville and hold the City of Fayetteville harmless from and without liability for any claims, actions, cost for damages of any nature, including the city's cost of defense, asserted by user or by another arising from the use of this data. The City of Fayetteville makes no express or implied warrantees with reference to the data. No word, phrase, or clause found herein shall be construed to waive that tort immunity set forth under Arkansas law.

Created: 6/9/2026
Credits: 2026 Imagery | Bowman | EagleView Technologies, City of Fayetteville, AR
Map Author:


04-09-2026 01:26 PM

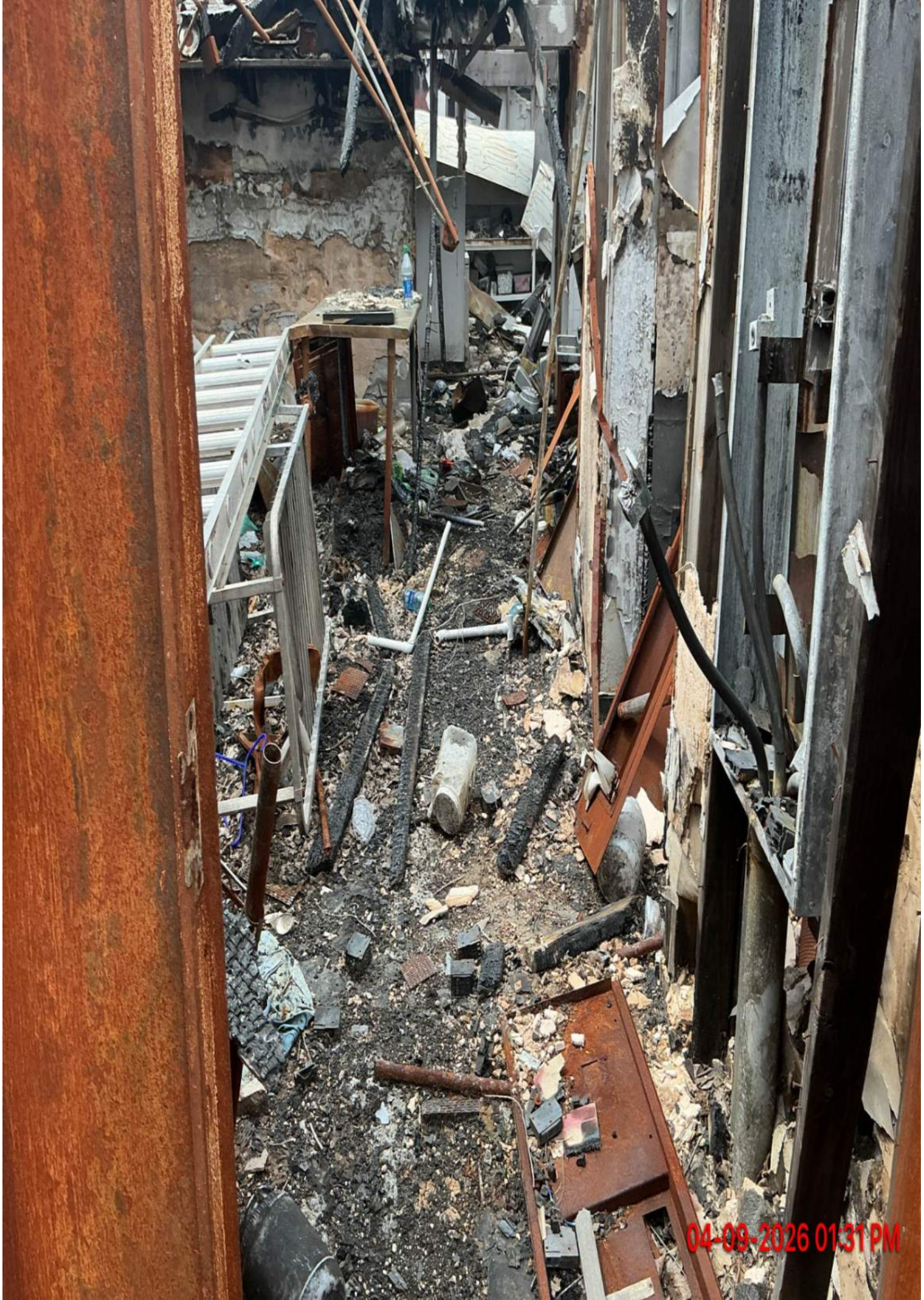

04-09-2026 01:26 PM


04-09-2026 01:26 PM


04-09-2026 01:28 PM


COLMET
04-09-2026 01:30 PM


04-09-2026 01:31 PM


04-09-2026 01:31 PM


04-09-2026 01:25 PM


04-09-2026 01:33 PM


04-09-2026 01:33 PM


04-09-2026 01:34 PM


04-09-2026 01:35 PM


04-09-2026 01:36 PM


04-09-2026 01:36 PM


04-09-2026 01:36 PM


04-09-2026 01:37 PM


elite
479-9
EliteCatering
04-09-2026 01:39 PM


AIRSTREAM
04-09-2026 01:39 PM


04-09-2026 01:39 PM


04-09-2026 01:25 PM

CITY OF FAYETTEVILLE
125 West Mountain Street
Fayetteville, AR 72701

Case Number: **CBLD-2026-0040**

Violation Notice

Case Type: **Building**

Date Case Established: **04/09/2026**

Owner: GRL 112 LLC

Mailing Address

GRL 112 LLC
PO BOX 8566
Fayetteville, AR 72703

Notice of Violation for the following location:

Address	Parcel
3582 N HWY 112 Fayetteville, AR 72704	**765-15824-000**

Dear Property Owner:
It appears that your property contains a violation of the Fayetteville Unified Development Ordinance. It is our goal to notify and assist property owners to correct violations of city ordinances before taking actual enforcement actions. If you need clarification of this notice or advice on how to correct the problem, please contact us.

Violation That Needs Correction: 173.08 - Unsafe Buildings - (Raze & Removal) - Unsafe Buildings - (Raze & Removal)
No person, partnership, corporation, or association, hereinafter referred to as "owner", shall keep or maintain any house or building within the corporate limits of the City which has become dilapidated, unsafe, unsanitary, or detrimental to the public welfare.

Possible Penalties:
If this violation is not corrected within thirty (30) days from the service of this notice, a Public Hearing will be held for the approval of a raze & removal determination by the City Council. The costs shall be charged to the owner(s) of the property and the city shall have a lien against such property for the costs. If you disagree with our conclusion that your property contains a violation of our ordinances, you have the right to an appeal. Please see Chapter 155 of the Unified Development Code.

How This Violation Can Be Voluntarily Corrected: By making repairs as needed or razing the structure and remove all debris from the lot. A building permit may be required, based on review of the Building Safety Director.

Sincerely,

Billy Bryant
Senior Code Compliance Officer
479-601-6361
BBryant@Fayetteville-ar.gov

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

GRL 112 LLC
PO Box 8566
Fayetteville, AR 72703

9590 9402 8987 4064 8567 51

2. Article Number *(Transfer from service label)*
9589 0710 5270 3800 6861 12

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by *(Printed Name)*

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

RECEIVED
APR 24 2026
CODE COMPLIANCE

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 CHEA-26-276 BB Domestic Return Receipt

CITY OF
FAYETTEVILLE
ARKANSAS

Date: 6-5-2026

Property owner address:

GRL 112 LLC
P O Box 8566
Fayetteville, AR 72703

RE: Enforcement of Fayetteville Code 173.08
Arkansas Code Ann. 14-56-203

NOTICE TO PROPERTY OWNERS

Pursuant to A.C.A 14-56-203 as 173.08 of the Fayetteville Code, you are placed upon Notice that the Fayetteville City Council will conduct a public hearing to determine if the dwelling located at **3582 N Hwy 112 (WC Parcel # 765-15824-000)** should be Razed and Removed.

You are free to appear at this hearing to present any evidence or statements. If you need additional information concerning this process or if you have information that we are not aware of, please call the Code Compliance Office at (479) 575-8232.

The hearing will be part of a regular City Council meeting on **July 7th, 2026** beginning at 5:30pm at the City Administration Building, 113 W. Mountain St., Fayetteville, AR 72701. The City Council Meetings are advertised in local newspapers and will contain an item concerning this hearing. You may also call the Fayetteville City Clerk's Office (479-575-8323) for information confirming the date of the public hearing.

Sincerely,

Billy Bryant
Code Compliance Supervisor

Parcel: 765-15824-000
Previous Parcel: 148834-211-00
As of: 6/4/2026 10:49:45 PM

ID: 53071

Washington County Report

Property Owner

Name:	GRL 112 LLC
Mailing Address:	PO BOX 8566 FAYETTEVILLE, AR 72703
Type:	(CI) Comm. Impr.
Tax District:	(011) FAYETTEVILLE SCH, FAY
Millage Rate:	57.10

Property Information

Physical Address:	3582 N HWY 112
Subdivision:	28-17-30 FAYETTEVILLE OUTLOTS
Block/Lot:	N/A / N/A
S-T-R:	28-17-30
Size (Acres):	1.60
Legal:	See *Extended Legal*

Extended Legal

PT NE SE 1.599 AC
FURTHER DESCRIBED FROM 2014-24587 AS:
A PART OF THE NORTHEAST OF THE SOUTHEAST QUARTER OF SECTION TWENTY-EIGHT (28), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTY (30) WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID 40 ACRE TRACT; THENCE S02°33'33"W ALONG THE WEST LINE OF SAID 40 ACRE TRACT 353.60 FEET; THENCE S87°26'27"E 40.15 FEET TO A POINT ON THE EXISTING RIGHT-OF-WAY LINE OF ARKANSAS HIGHWAY #112; THENCE N83°37'36"E 15.03 FEET TO AN EXISTING IRON REBAR ON THE EXPANDED RIGHT-OF-WAY OF SAID HIGHWAY #112 AS SHOWN ON THE MASTER STREET PLAN OF FAYETTEVILLE, ARKANSAS; THENCE N83°37'26"E 188.02 FEET TO A SET IRON REBAR FOR THE TRUE POINT OF BEGINNING; THENCE N02°33'33"E 294.21 FEET TO A SET y;" IRON REBAR AT THE PRESENT SOUTH RIGHT-OFWAY LINE OF VAN ASCI-IE DRIVE; THENCE S87°32'25"E 242.48 FEET ALONG SAID VAN ASCHE DRIVE RIGHT-OF-WAY LINE TO AN EXISTING 1/2" IRON REBAR; THENCE LEAVING SAID VAN ASCHE DRIVE RIGHT -OF-WAY LINES 02°33'33"W 256.51 FEET TO AN EXISTING 1/2" IRON REBAR; THENCE S83°37'26"W 245.46 FEET TO THE POINT OF BEGINNING, CONTAINING 1.53 ACRES, MORE OR LESS.
LESS & EXCEPT FROM 72CV-24-220 AS:
Part of the Northeast Quarter of the Southeast Quarter of Section 28, Township 17 North, Range 30 West, Washington County, Arkansas, more particularly described as follows:
Commencing at a ½ inch rebar being used as the Quarter Corner of Sections 27 & 28; thence North 87°18'01'' West along the North line of the Northeast Quarter of the Southeast Quarter of Section 28 a distance of 1319.36 feet to a point on the West line of the of the Northeast Quarter of the Southeast Quarter of Section 28; thence South 02°35'05'' West along said West line a distance of 463.79 feet to a point; thence South 89°15'17'' East a distance of 54.39 feet to a point on the East right of way line of Arkansas State Highway 112 as established by Warranty Deed 2005-25224; thence North 02°33'02 East along said right of way line a distance of 108.00 feet to
a point; thence North 02°33'42'' East along said right of way line a distance of 269.87 feet to the Southerly right of way line of Van Asche Drive as established by ARDOT Job 040746 to the POINT OF BEGINNING; thence continue North 02°33'42'' East along said right of way line a distance of 53.22 feet to a point on the Southerly right of way line of Van Asche Drive as established by Warranty Deed 2005-25224; thence South 87°32'17'' East along said right of way
line a distance of 273.26 feet to a pointon the Southerly right of way line of Arkansas State Highway 112 as established by ARDOT Job 040746; thence South 01°45'40'' West along said right of way line a distance of 25.07 feet to a point; thence North 89°40'16'' West along said right of way line a distance of 40.01 feet to a point; thence South 87°56'30'' West along said right of way line a distance of 219.54 feet to a point; thence South 60°10'35'' West along said right of way line a distance of 17.53 feet to the point of beginning and containing 0.22 acres more or less as shown on plans prepared by ARDOT referenced as Job 040746. TRACT 11

Market and Assessed Values

	Estimated Market Value	Full Assessed (20% Market Value)	Taxable Value
Land	139,900	27,980	27,980
Building	227,300	45,460	45,460
Totals	**367,200**	**73,440**	**73,440**

Taxes Note: Tax amounts are estimates only. Contact the county/parish tax collector for exact amounts.

Homestead Credit:	0	Note: The Estimated Tax amount shown includes the Homestead Credit amount listed.
Estimated Taxes:	4,193	

Land

Land Use	Size	Units
N/A	1.599	Acres
Total	**1.60**	

Deed Transfers Document Images brought to you by your County Circuit Clerk, Kyle Sylvester.

View Image	Deed Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantee	Code	Type
	6/30/2017	2017	20036	Warr. Deed	1650.00	$500,000	GRL 112 LLC	Unval.	Improved
N/A	6/9/2017	2017	17347	Quit Claim	N/A	N/A	NELMS, TONY L; SANCHEZ, MARY L; ARTFUL LIVING	Inc. Additional Prop.	Improved
	9/4/2014	2014	24587	Quit Claim	N/A	N/A	NELMS, TONY L & DEBRA R; ARTFUL LIVING CONCEPTS	N/A	Improved
	12/21/2005	2005	57432	Quit Claim	N/A	N/A	NELMS, TONY L & DEBRA R; ARTFUL LIVING CONCEPTS	Inc. Additional Prop.	Improved
	6/10/2005	2005	25224	Survey	N/A	N/A	NELMS, TONY L & DEBRA R; LEFLETT, ANITA J	Additional Properties	Improved
	6/9/1999	99	55004	Warr. Deed	0.00	$0	NELMS, TONY L & DEBRA R; LEFLETT, ANITA J	Additional Properties	Improved
	6/7/1999	99	52135	Quit Claim	0.00	$0	NELMS, TONY L & DEBRA R; NELMS, DANNY E &	Additional Properties	Improved
	11/18/1998	98	111653	Warr. Deed	957.00	$290,000	NELMS, TONY L & DEBRA R; NELMS, DANNY E &	Valid	Improved
	5/8/1998	98	42128	CommDeed	0.00	$0	COBB, JAMES E; DYER, WAYNE	Additional Properties	Improved
	12/20/1996	96	80016	Warr. Deed	1171.50	$355,000	BURCH, TOMMY L	Additional Properties	Improved
	11/11/1993	93	66851	Quit Claim	0.00	$0	MENEES, LAURA	N/A	N/A
	11/19/1992	92	60817	Warr. Deed	902.00	$410,000	WATSON, BOB; MENEES, LAURA	Valid	Improved
	5/2/1988	1270	878	Warr. Deed	N/A	N/A	COBB, JAMES E; DYER, WAYNE P	N/A	Improved
	5/2/1988	1270	876	Warr. Deed	266.20	$121,000	HILL, JOHN D & COBB, JAMES E	Unval.	Improved
	2/18/1986	1187	531	Quit Claim	N/A	N/A	HILL, JOHN D & COBB, JAMES E	N/A	Improved
	10/26/1982	1072	899	Warr. Deed	0.00	$0	HILL, JOHN D; COBB, JAMES E	N/A	Improved
	2/2/1977	925	148	Warr. Deed	N/A	N/A	HILL, JOHN D & SANDRA J; DYER, WAYNE & ROSE MARIE	N/A	Improved
	7/12/1976	909	861	Warr. Deed	N/A	N/A	HILL, JOHN D & SANDRA J	N/A	Improved

Details for Commercial Card 1

Business Name(s):	ELITE CATERING		
Number of Units:	N/A	**Total Floor Area:**	6894
Site Work:	Prep;	**Floor Cover:**	N/A
Foundation:	N/A	**Ceilings:**	05
Floor Structure:	N/A	**Interior Finish:**	N/A
Structure Frame:	Wood	**Insulation:**	N/A
Exterior Walls:	N/A	**Appliances:**	00
Ext. Wall Load:	LoadBear	**Plumbing:**	Lavatory Water.Cl WaterHtr
Roof Structure:	N/A	**Electrical:**	Avg.B Qual.2
Roof Cover:	N/A	**Misc:**	08 09 00

Building 1

Age/YC	Condition	Effective Age	Stories	Grade
1977	Average	22	1	D4

Avg Floor Area:	6894	**Common Wall:**	N/A
Avg Perimeter:	450	**Total Floor Area:**	6894
No. Floors:	1	**Total Height:**	8
Avg Floor Height:	8	**Unit Multiplier:**	1

	Occupancy	Heating/Cooling
Primary	Restaurants (100%)	WrmCl Air (100%)
Secondary	N/A	N/A

Outbuildings and Yard Improvements

Item	Type	Size / Dim	Unit Multi.	Quality	Age
Canopies	NCV	N/A	N/A	N/A	N/A
Cooler (35 F)	N/A	98	N/A	N/A	N/A
Fence, Chain Link	#9WIRE	6x135	N/A	N/A	N/A
Fence, Wood	SBOARD	5x25	N/A	N/A	N/A
Freezer (0 F)	N/A	98	N/A	N/A	N/A
Lighting	MVAPFX	N/A	4	N/A	N/A
Paving	AS3ON2	51200	N/A	N/A	N/A
Paving	CONC4R	532	N/A	N/A	N/A
Lighting	LGTP	16	4	N/A	N/A
Multi-Purpose	SUMT	9x14	N/A	N/A	N/A
Pole Shed	CF	1569	N/A	N/A	N/A
Pole Shed	N/A	1656	N/A	N/A	N/A
Pole Shed	WS	1056	N/A	N/A	N/A
Pole Shed	LT	1656	N/A	N/A	N/A
DUMPST	N/A	N/A	N/A	N/A	N/A

Reappraisal Value History

Tax Year	Total Value	Total Assessed
2025	367,200.00	73,440.00
2024	993,100.00	92,134.00
2023	998,350.00	84,456.00
2022	538,300.00	76,778.00
2021	538,300.00	70,872.00
2020	538,300.00	64,966.00
2019	295,300.00	59,060.00
2018	295,300.00	59,060.00
2017	295,300.00	59,060.00
2016	295,300.00	59,060.00
2015	295,300.00	59,060.00

Not a Legal Document

Subject to terms and conditions

www.actDataScout.com

3582 N Hwy 112 Legal Description

PT NE SE 1.599 AC FURTHER DESCRIBED FROM 2014-24587 AS: A PART OF THE NORTHEAST OF THE SOUTHEAST QUARTER OF SECTION TWENTY-EIGHT (28), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTY (30) WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID 40 ACRE TRACT; THENCE S02°33'33"W ALONG THE WEST LINE OF SAID 40 ACRE TRACT 353.60 FEET; THENCE S87°26'27"E 40.15 FEET TO A POINT ON THE EXISTING RIGHT-OF-WAY LINE OF ARKANSAS HIGHWAY #112; THENCE N83°37'36"E 15.03 FEET TO AN EXISTING IRON REBAR ON THE EXPANDED RIGHT-OF-WAY OF SAID HIGHWAY #112 AS SHOWN ON THE MASTER STREET PLAN OF FAYETTEVILLE, ARKANSAS; THENCE N83°37'26"E 188.02 FEET TO A SET IRON REBAR FOR THE TRUE POINT OF BEGINNING; THENCE N02°33'33"E 294.21 FEET TO A SET y;" IRON REBAR AT THE PRESENT SOUTH RIGHT-OFWAY LINE OF VAN ASCI-IE DRIVE; THENCE S87°32'25"E 242.48 FEET ALONG SAID VAN ASCHE DRIVE RIGHT-OF-WAY LINE TO AN EXISTING 1/2" IRON REBAR; THENCE LEAVING SAID VAN ASCHE DRIVE RIGHT -OF-WAY LINES 02°33'33"W 256.51 FEET TO AN EXISTING 1/2" IRON REBAR; THENCE S83°37'26"W 245.46 FEET TO THE POINT OF BEGINNING, CONTAINING 1.53 ACRES, MORE OR LESS. LESS & EXCEPT FROM 72CV-24-220 AS: Part of the Northeast Quarter of the Southeast Quarter of Section 28, Township 17 North, Range 30 West, Washington County, Arkansas, more particularly described as follows: Commencing at a ½ inch rebar being used as the Quarter Corner of Sections 27 & 28; thence North 87°18'01'' West along the North line of the Northeast Quarter of the Southeast Quarter of Section 28 a distance of 1319.36 feet to a point on the West line of the of the Northeast Quarter of the Southeast Quarter of Section 28; thence South 02°35'05'' West along said West line a distance of 463.79 feet to a point; thence South 89°15'17'' East a distance of 54.39 feet to a point on the East right of way line of Arkansas State Highway 112 as established by Warranty Deed 2005-25224; thence North 02°33'02 East along said right of way line a distance of 108.00 feet to a point; thence North 02°33'42'' East along said right of way line a distance of 269.87 feet to the Southerly right of way line of Van Asche Drive as established by ARDOT Job 040746 to the POINT OF BEGINNING; thence continue North 02°33'42'' East along said right of way line a distance of 53.22 feet to a point on the Southerly right of way line of Van Asche Drive as established by Warranty Deed 2005-25224; thence South 87°32'17'' East along said right of way line a distance of 273.26 feet to a pointon the Southerly right of way line of Arkansas State Highway 112 as established by ARDOT Job 040746; thence South 01°45'40'' West along said right of way line a distance of 25.07 feet to a point; thence North 89°40'16'' West along said right of way line a distance of 40.01 feet to a point; thence South 87°56'30'' West along said right of way line a distance of 219.54 feet to a point; thence South 60°10'35'' West along said right of way line a distance of 17.53 feet to the point of beginning and containing 0.22 acres more or less as shown on plans prepared by ARDOT referenced as Job 040746. TRACT 11

FAYETTEVILLE
ARKANSAS

PROCESS SUMMARY
(RAZE & REMOVAL/LARGE SCALE CLEAN-UP)

Property Address 3582 N Hwy 112

WC Parcel # 765-15824-000

Energov Case # CBLD-2026-0040

City Code: 173.08

- On 04/09/2026 Code Compliance received a Request for Service regarding the property located at 3582 N Hwy 112
- A Notice of Violation was sent to the Owner of Record on 04/09/2026
- The signed Return Receipt Card was received on 04/24/2026

  (or)

- The property was posted on ____
- On 05/25/2026 the property was re-inspected and was found to still be in violation of City Code 173.08

CITY OF
FAYETTEVILLE
ARKANSAS

Code Compliance Program
Unsafe Building Determination
UDC 173.08 (A)

Address / Location: 3582 N Hwy 112

WC Parcel # 765-15824-000

UDC 173.08 (A)

☐ ***I recommend the raze and removal of the structure.***

☐ ***I recommend securing the structure.***

☐ ***I have determined that the structure above is NOT in violation of Subsection 173.08 (A) of the City of Fayetteville's Unified Development Code***

☒ ***I recommend presenting the structure to City Council as a Property Nuisance for Raze & Removal***

Observations:

Case # CBLD-2026-0040

Building Safety Division Director

CITY OF
FAYETTEVILLE
ARKANSAS

RAZE & REMOVAL PROJECT
BID# 2026-0040

ADMINISTRATOR: Billy Bryant [email: bbryant@fayetteville-ar.gov]

PHONE # 479.575.8232 or 479.601.6361 F A X **#** 479.444.3445

PROJECT LOCATION: 3582 N Hwy 112

WC Parcel # 765-15824-000

CONTRACTOR'S SCOPE OF WORK

- **RAZE&REMOVAL**
  1. Completely tear down the entire dwelling.
  2. Haul all contents inside the structure(s), debris from the structure(s), and other debris from the parcel to a legal landfill. All concrete associated with the structure(s) shall be removed from the lot (footings and slabs).
  3. Mow and clean up parcel.

- **CLEANUP & DISPOSAL**
  1. Provide proof, such as receipts, that the debris was hauled to a legal landfill.
  2. The city encourages the bidder to consider all waste diversion methods for materials collected. Any methods of disposal, excluding a legal landfill, must be deemed acceptable by the city prior to bid submittal.
  3. The yard shall be semi-level and mow-able when the demo work is completed and before payment will be made.
  4. Contractor shall be responsible for capping wells, utilities and/or any other requirements pertaining to the demolition permit.

- **MISCELLANEOUS**
  1. A Demolition Permit from the City of Fayetteville must be obtained before work begins. Demolition Permits are obtained through the Building Safety Division, 479-575-8238.
  2. Proof of no less than $250,000 liability insurance shall be provided by the contractor before work begins.
  3. State Contractor License is required. A City Business License is required if your business is located in the city limits of Fayetteville.
  4. If the situation is resolved by the property owner during the 30 day notice & comment period bids may be considered null & void.

CITY OF
FAYETTEVILLE
ARKANSAS

RECEIPT OF BIDS

OWNER(S): **City of Fayetteville – Building Safety Division**

ADDRESS: 3582 N Hwy 112

PROJECT No: **Bid#** 2026-0040

PROJECT TITLE: **Raze and Removal – Code Compliance Program**

BID CLOSING DAY/DATE/TIME: **June 1, 2026**

CONTRACTOR: Meyers Construction LLC BID AMOUNT: $41,364.00

CONTRACTOR: M & M Excavating BID AMOUNT: $37,500.00

CONTRACTOR: _____ BID AMOUNT: _____

CONTRACTOR: _____ BID AMOUNT: _____

CONTRACTOR: _____ BID AMOUNT: _____

Certified by: _____ Date: 6-1-26

Witness: _____ Date: 6-1-26

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-1194

MEETING OF JUNE 30, 2026

TO: Mayor Rawn and City Council

THROUGH: Keith Macedo, Chief of Staff
Jonathan Curth, Development Services Director
Dennis Sanders, Building Safety Director

FROM: Billy Bryant, Code Compliance Supervisor

SUBJECT: **Raze and Removal of the Structure at 848 N Jackson Dr in Ward 3**

RECOMMENDATION:
Staff recommends approval of a resolution ordering the Raze and Removal of a dilapidated and unsafe structure located at 848 N Jackson Dr.

BACKGROUND:
The subject property is located at 848 N Jackson Dr., located between E Rockwood Trail to the south and E Jackson Dr to the north. Staff was notified of the property through an anonymous complaint. A subsequent inspection on January 2nd, 2025 found an abandoned house with boarded up windows, and junk and debris about the property. Staff started a raze and removal case on that date and mailed the owner, Morgan Macdonald of Born in A Barn Corp., a notice of violation. With no signed receipt card received, staff placarded the building on January 11th, 2025. Since placarding the notice, Ms. Macdonald reached out to staff asking what needed to be done. Staff informed the property owner of the corrective action needed to become compliant: make repairs or demolish the structure. Staff documented that the removal of a rotting overhang was completed and some junk and debris items were removed in April 2025, but the property remains in a severely dilapidated state.

DISCUSSION:
This address consists of a single story, 1,292 square foot, single family dwelling which is currently unoccupied. The house is secured with boards over the windows. Parts of the roof are failing and rotting, and the siding is rotting off the structure in areas. The neglect this structure is suffering from is severe, leaving the structure uninhabitable. Staff auditing of utility services indicates that the structure does not have electricity. The water account is active, but shows no usage since February of 2025. To date no demolition permit for removal or building permits for repairs have been issued or applied for. Per 173.08 of the Unified Development Code city council may determine the subject building to be unsafe, dilapidated, unsanitary or a detriment to the public welfare. A budget adjustment will not be necessary for this raze and removal due to existing, allocated funds for this activity. The bid for demolition is $11,124.00.

BUDGET/STAFF IMPACT:
If the property owner does not comply with the Raze and Removal order, Raze and Removal costs will be expensed to

the current budget. A lien will be placed on the property for the incurred costs.

ATTACHMENTS: 3. Staff Review Form, 4. Property Location Maps, 5. Property Photos, 6. Notice of Violation, 7. County Assessor Details and Legal Description, 8. Raze & Removal Documentation

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

File #: 2026-1194

st1\:*{behavior:url(#ieooui) }

A RESOLUTION TO ORDER THE RAZING AND REMOVAL OF A DILAPIDATED AND UNSAFE STRUCTURE ON PROPERTY OWNED BY BORN IN A BARN, INC. LOCATED AT 848 NORTH JACKSON DRIVE IN THE CITY OF FAYETTEVILLE, ARKANSAS

st1\:*{behavior:url(#ieooui) }

WHEREAS, Born In a Barn, Inc., an Arkansas corporation with a forfeited charter, is the record owner of real property legally described in attached Exhibit A, which is located at 848 North Jackson Drive, City of Fayetteville, Washington County, Arkansas; and

WHEREAS, the City Council has determined that a structure located on said property with the address 848 North Jackson Drive is dilapidated, unsightly, unsafe, and detrimental to the public welfare; and

WHEREAS, Born In a Barn, Inc., having been properly served by sending a Notice of Violation by Certified Mail, Return Receipt Requested to the owner's address of record, and, given thirty (30) days to correct said violations, has failed to repair, or raze and remove said dilapidated, unsightly, and unsafe structure.

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

Section 1: That, by the authority granted pursuant to A.C.A. §14-56-203, and in accordance with the provisions of Section 173.08 of the Fayetteville Code of Ordinances, Born In a Barn, Inc. is hereby ordered to raze and remove forthwith the dilapidated, unsightly, and unsafe structure located at 848 North Jackson Drive, Fayetteville, Arkansas. The manner of removing said structure shall be: dismantle by hand or bulldozer, and haul all debris to a landfill.

Section 2: That, if Born In a Barn, Inc. does not comply with this order, the Mayor is hereby authorized to cause the dilapidated, unsightly, and unsafe structure to be razed and removed; and a lien against the real property shall be granted and given the City, pursuant to A.C.A. §14-54-904, for the costs associated therewith.

City of Fayetteville Staff Review Form

2026-1194

Item ID

4/21/2026

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

Billy Bryant	3/31/2026	BUILDING SAFETY (640)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of a resolution ordering the Raze and Removal of a dilapidated and unsafe structure located at 848 N Jackson Dr.

Budget Impact:

1010.640.6400-5315.04	General
Account Number	Fund
50033.2602	Raze and Removal
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	83,000.00
		Expenses (Actual+Encum)	$	-
		Available Budget	$	83,000.00
Does item have a direct cost?	Yes	Item Cost	$	11,124.00
Is a Budget Amendment attached?	No	Budget Amendment	$	-
		Remaining Budget	$	71,876.00

Purchase Order Number: _____

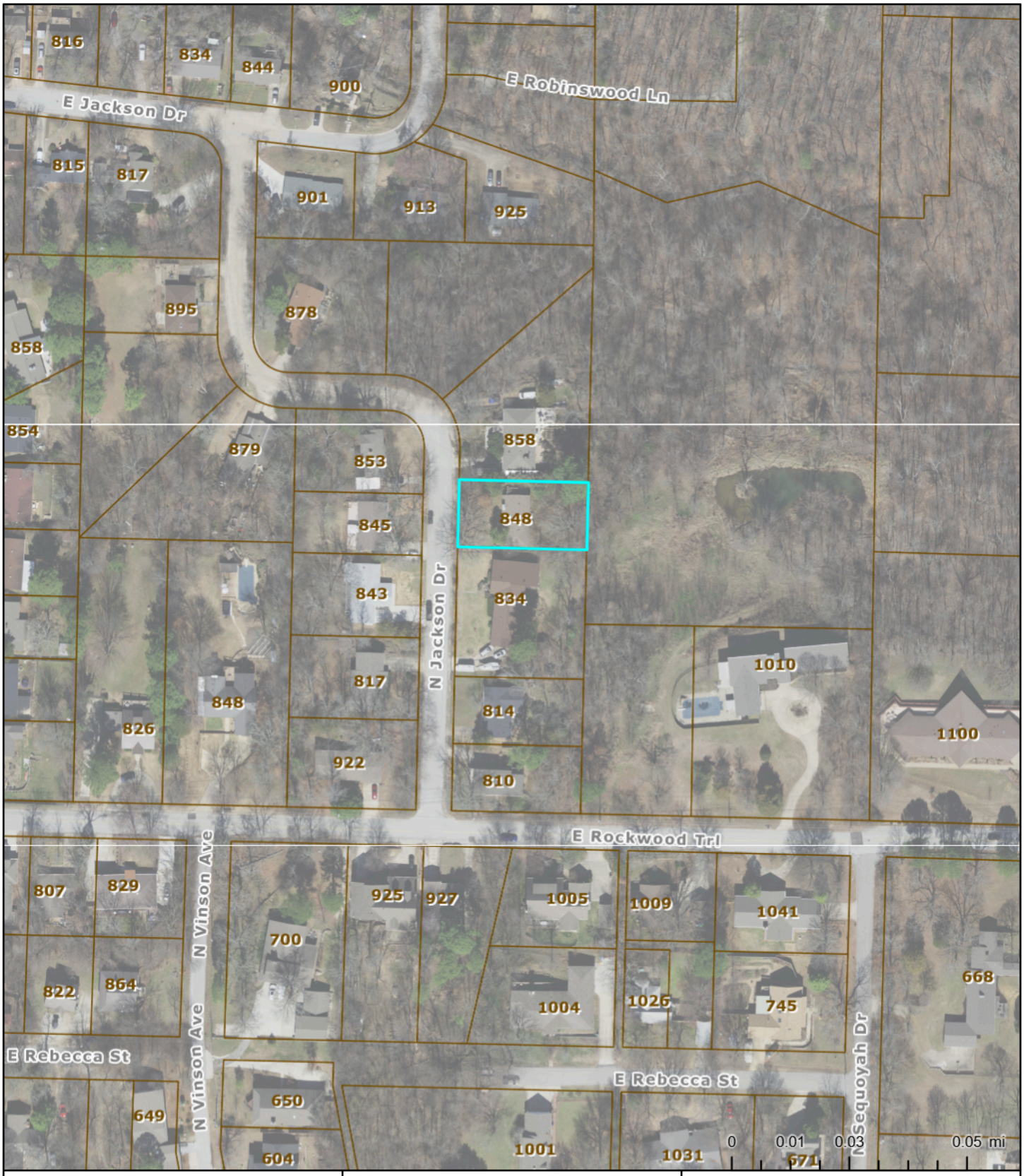
Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



848 N Jackson Dr

Fayetteville, AR

The data contained herein was compiled from various sources for the sole use and benefit of the City of Fayetteville Geographic Information System and the public agencies it serves. Any use of the data by anyone other than the City of Fayetteville is at the sole risk of the user; and by acceptance of this data, the user does hereby agree to indemnify the City of Fayetteville and hold the City of Fayetteville harmless from and without liability for any claims, actions, cost for damages of any nature, including the city's cost of defense, asserted by user or by another arising from the use of this data. The City of Fayetteville makes no express or implied warrantees with reference to the data. No word, phrase, or clause found herein shall be construed to waive that tort immunity set forth under Arkansas law.

Created: 3/11/2026
Credits: 2025 Imagery | EagleView Technologies | Surdex Corporation, City of Fayetteville, AR
Map Author:



848 N Jackson Dr

Fayetteville, AR

The data contained herein was compiled from various sources for the sole use and benefit of the City of Fayetteville Geographic Information System and the public agencies it serves. Any use of the data by anyone other than the City of Fayetteville is at the sole risk of the user; and by acceptance of this data, the user does hereby agree to indemnify the City of Fayetteville and hold the City of Fayetteville harmless from and without liability for any claims, actions, cost for damages of any nature, including the city's cost of defense, asserted by user or by another arising from the use of this data. The City of Fayetteville makes no express or implied warrantees with reference to the data. No word, phrase, or clause found herein shall be construed to waive that tort immunity set forth under Arkansas law.

Created: 3/11/2026
Credits: 2025 Imagery | EagleView Technologies | Surdex Corporation, City of Fayetteville, AR
Map Author:


04-17-2025 03:12 PM


848
11-06-2025 12:42 PM


03-18-2025 11:11 AM


03-10-2026 10:40 AM


11-06-2025 12:44 PM


01-02-2025 12:26 PM


11-06-2025 12:44 PM


04-17-2025 03:15 PM


04-17-2025 03:15 PM


03-18-2025 11:11 AM


05-16-2024 11:25 AM


01-02-2025 12:28 PM


01-02-2025 12:29 PM

CITY OF FAYETTEVILLE
125 West Mountain Street
Fayetteville, AR 72701

Case Number: **CBLD-2025-0001**

Violation Notice

Case Type: **Building**

Date Case Established: **01/02/2025**

Owner: BORN IN A BARN CORPORATION C/O MORGAN MACDONALD

Mailing Address

BORN IN A BARN CORPORATION C/O MORGAN MACDONALD
709 N CREST DR
Fayetteville, AR 72701

Notice of Violation for the following location:

Address	Parcel
848 N JACKSON DR Fayetteville, AR 72701	**765-06949-000**

Dear Property Owner:
It appears that your property contains a violation of the Fayetteville Unified Development Ordinance. It is our goal to notify and assist property owners to correct violations of city ordinances before taking actual enforcement actions. If you need clarification of this notice or advice on how to correct the problem, please contact us.

Violation That Needs Correction: 173.08 - Unsafe Buildings - (Raze & Removal) - Unsafe Buildings - (Raze & Removal)
No person, partnership, corporation, or association, hereinafter referred to as "owner", shall keep or maintain any house or building within the corporate limits of the City which has become dilapidated, unsafe, unsanitary, or detrimental to the public welfare.

Possible Penalties:
If this violation is not corrected within thirty (30) days from the service of this notice, a Public Hearing will be held for the approval of a raze & removal determination by the City Council. The costs shall be charged to the owner(s) of the property and the city shall have a lien against such property for the costs. If you disagree with our conclusion that your property contains a violation of our ordinances, you have the right to an appeal. Please see Chapter 155 of the Unified Development Code.

How This Violation Can Be Voluntarily Corrected: By making repairs as needed or razing the structure and remove all debris from the lot. A building permit may be required, based on review of the Building Safety Director.

Sincerely,

Billy Bryant
Senior Code Compliance Officer
479-601-6361
BBryant@Fayetteville-ar.gov

02-11-2025 10:10 AM

848 N Jackson Dr

Legal Description

LOT NINE (9) IN JACKSON HEIGHTS ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS.

Parcel: 765-06949-000 ID: 41509
Previous Parcel: 140506-000-00
As of: 3/10/2026 10:28:46 PM

Washington County Report

Property Owner

Name:	BORN IN A BARN INC
Mailing Address:	709 N Crest Dr Fayetteville, AR 72701-3721
Type:	(RI) Res. Improv.
Tax District:	(011) FAYETTEVILLE SCH, FAY
Millage Rate:	57.10

Property Information

Physical Address:	848 N JACKSON DR
Subdivision:	JACKSON HEIGHTS ADD
Block/Lot:	N/A / 009
S-T-R:	10-16-30
Size (Acres):	0.00
Legal:	N/A

Market and Assessed Values

	Estimated Market Value	Full Assessed (20% Market Value)	Taxable Value
Land	101,250	20,250	20,250
Building	104,000	20,800	20,800
Totals	**205,250**	**41,050**	**41,050**

Taxes Note: Tax amounts are estimates only. Contact the county/parish tax collector for exact amounts.

Homestead Credit:	0 Note: The Estimated Tax amount shown includes the Homestead Credit amount listed.
Estimated Taxes:	2,344

Land

Land Use	Size	Units
75*145	1.000	House Lot
Total	**1.00**	

Deed Transfers
Document Images brought to you by your County Circuit Clerk, Kyle Sylvester.

View Image	Deed Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantee	Code	Type
	11/18/1997	97	80294	Quit Claim	0.00	$0	BORN IN A BARN INC	N/A	N/A
	2/27/1997	97	12086	Quit Claim	0.00	$0	MACDONALD, MORGAN	N/A	N/A
	10/4/1994	94	63794	Warr. Deed	207.90	$63,000	MACDONALD, MORGAN	Valid	Improved
	7/18/1990	1376	456	Warr. Deed	88.00	$40,000	HARRIELL, MARCIA GRAY	Valid	Improved
	12/14/1989	1347	570	Warr. Deed	22.00	$10,000	RACHEL, M L	N/A	N/A
	12/14/1989	1347	568	Warr. Deed	264.00	$120,000	RACHEL, M.L.	N/A	N/A
	5/27/1987	1226	909	Warr. Deed	0.00	$0	NORTHERN PROPERTIES, INC.	N/A	N/A
	3/11/1986	1171	760	Warr. Deed	52.80	$48,000	RACHEL, MARSHALL L.	N/A	N/A
	7/15/1978	971	274	Warr. Deed	42.90	$39,000	RODAHAFFER, DAVID ALLAN & MARY ANNE	Unval.	Improved

Residential Card 1 Details

Occupancy	Story	Construction	Total Liv	Grade	Age	Year Built	Condition	Beds
Single Family	ONE	Frame Siding Std.	1292	4	63	1960	Average	N/A

Exterior Wall:	STANDARD	**Plumbing:**	**Full:** 1 **Half:** 1
Foundation:	Closed Piers	**Fireplace:**	**Type:** 1s Sgl. **Qty:** 1
Heat/Cool:	Central	**Floor Struct:**	Wood with subfloor
Floor Cover:	Carpet & Tile	**Basement:**	N/A
Insulation:	Ceilings Walls	**Basement Area:**	N/A
Roof Cover:	Asphalt Shingle	**Year Remodeled:**	N/A
Roof type:	HipGable	**Style:**	N/A

Base Structure

Item	Label	Description	Area
A	MN	Main Living Area	1292
B	CP	Carport	247
C	OP	Porch, open	120
D	CPSF	Carport storage, frame	60
E	OP	Porch, open	16

Outbuildings and Yard Improvements

Item	Type	Size / Dim	Unit Multi.	Quality	Age
Driveway, concrete	N/A	56 x 11	1	N/A	N/A
WF8	N/A	60	1	N/A	N/A

Other Adjustments

Code	Type	Qty
WC	N/A	N/A
FLOORC	L	258

Reappraisal Value History

Tax Year	Total Value	Total Assessed
2025	205,250.00	41,050.00
2024	205,250.00	38,032.00
2023	205,250.00	34,863.00
2022	171,300.00	31,694.00
2021	171,300.00	29,256.00
2020	171,300.00	26,818.00
2019	121,900.00	24,380.00
2018	121,900.00	24,380.00
2017	121,900.00	24,380.00
2016	121,900.00	24,380.00
2015	121,900.00	24,380.00

Not a Legal Document

Subject to terms and conditions
www.actDataScout.com

FAYETTEVILLE
ARKANSAS

PROCESS SUMMARY
(RAZE & REMOVAL/LARGE SCALE CLEAN-UP)

Property Address 848 N Jackson Dr

WC Parcel # 765-06949-000

Energov Case # CBLD-2025-0001

City Code: 173.08

- On 1/02/2025 Code Compliance received a Request for Service regarding the property located at 848 N Jackson Dr
- A Notice of Violation was sent to the Owner of Record on 1/03/2025
- The signed Return Receipt Card was received on

  (or)

- The property was posted on 2/11/2025
- On 3/18/2025 the property was re-inspected and was found to still be in violation of City Code 173.08

CITY OF
FAYETTEVILLE
ARKANSAS

RECEIPT OF BIDS

OWNER(S): **City of Fayetteville – Building Safety Division**

ADDRESS: 848 N Jackson Dr

PROJECT No: **Bid#** 2025-0001

PROJECT TITLE: **Raze and Removal – Code Compliance Program**

BID CLOSING DAY/DATE/TIME: **March 9th @ 4:00 PM**

CONTRACTOR: Meyers Const. LLC BID AMOUNT: $11,124.00

CONTRACTOR: M & M Excavating BID AMOUNT: $12,900.00

CONTRACTOR: Arkansas River Valley Roofing & Restoration BID AMOUNT: $13,500.00

CONTRACTOR: _____ BID AMOUNT: _____

CONTRACTOR: _____ BID AMOUNT: _____

Certified by: _____ Date: 3-9-26

Witness: Randy Johnson Date: 3-9-26

CITY OF
FAYETTEVILLE
ARKANSAS

RAZE & REMOVAL PROJECT
BID# 2025-0001

ADMINISTRATOR: Billy Bryant [email: bbryant@fayetteville-ar.gov]

PHONE # 479.575.8232 or 479.601.6361 F A X **#** 479.444.3445

PROJECT LOCATION: 848 N Jackson Dr

WC Parcel # 765-06949-000

CONTRACTOR'S SCOPE OF WORK

- **RAZE&REMOVAL**
  1. Completely tear down the entire dwelling.
  2. Haul all contents inside the structure(s), debris from the structure(s), and other debris from the parcel to a legal landfill. All concrete associated with the structure(s) shall be removed from the lot (footings and slabs).
  3. Mow and clean up parcel.

- **CLEANUP & DISPOSAL**
  1. Provide proof, such as receipts, that the debris was hauled to a legal landfill.
  2. The city encourages the bidder to consider all waste diversion methods for materials collected. Any methods of disposal, excluding a legal landfill, must be deemed acceptable by the city prior to bid submittal.
  3. The yard shall be semi-level and mow-able when the demo work is completed and before payment will be made.
  4. Contractor shall be responsible for capping wells, utilities and/or any other requirements pertaining to the demolition permit.

- **MISCELLANEOUS**
  1. A Demolition Permit from the City of Fayetteville must be obtained before work begins. Demolition Permits are obtained through the Building Safety Division, 479-575-8238.
  2. Proof of no less than $250,000 liability insurance shall be provided by the contractor before work begins.
  3. State Contractor License is required. A City Business License is required if your business is located in the city limits of Fayetteville.
  4. If the situation is resolved by the property owner during the 30 day notice & comment period bids may be considered null & void.

CITY OF
FAYETTEVILLE
ARKANSAS

BID PROPOSAL FORM
BID 25-0001

DATE ISSUED: February 22nd, 2026

ADMINISTRATOR'S NAME: Billy Bryant

PROJECT ADDRESS: 848 N Jackson Dr

DATE OF OPENING: March 9th, 2026

My total bid price for the Raze & Removal Project is:
$ 12,900.00

(Bid will be valid for 120 days from Date of Opening)

Upon signing this Bid, the bidder certifies that they have viewed the property, read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agree to furnish these articles at the prices stated.

Date: 03/09/26

Complete Business Address

Name of Firm: M&MExcavating Phone # 4798419285

Street address or P O Box # 377 Sulphur City

City / State/ Zip Code Fayetteville AR

Printed Name: Misty Barker

Signature: Misty Barker Title: Member

Federal Tax ID # 26-0611207 or SSN _____

State Contractor # O191780526 City Business License # _____

CITY OF
FAYETTEVILLE
ARKANSAS

BID PROPOSAL FORM
BID 25-0001

DATE ISSUED: February 22nd, 2026

ADMINISTRATOR'S NAME: Billy Bryant

PROJECT ADDRESS: 848 N Jackson Dr

DATE OF OPENING: March 9th, 2026

My total bid price for the Raze & Removal Project is:

$ 11,124.00

(Bid will be valid for 120 days from Date of Opening)

Upon signing this Bid, the bidder certifies that they have viewed the property, read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agree to furnish these articles at the prices stated.

Date: 3/9/26

Complete Business Address

Name of Firm: Meyers Construction, LLC Phone # 479-249-7383

Street address or P O Box
13597 AR-72 Suite 7

City / State/ Zip Code
Gravette, AR 72736

Printed Name: Jacob Roller

Signature: _____ Title: GM

Federal Tax ID # 87-2804016 or SSN _____

State Contractor # 04253504126 City Business License # _____

Meyers Construction, LLC
P 479-249-7383
E jroller@meyersconstructionllc.com

Demo Quote

03/09/2026

Customer

City of Fayetteville

Project

848 N Jackson Dr
Fayetteville, AR

Description	Amount
Residential Demo & proper disposal of debris	$9,524.00
Mobilization	$500.00
Mow & clean up parcel	$500.00
Utility retirement & project management	$500.00
Permit	$100.00

Meyers Construction is pleased to submit our proposal for the demolition and proper disposal of debris.

We propose to furnish all labor, equipment, supervision, materials and permits necessary to demolish the existing single-family home located at the project site listed above. Demo and removal of debris to include the entire vertical structure of the home and any porches, slabs or foundation below grade. Site to be left rough graded with excavator and ready for dirt work for new construction.

Total Lump Sum Price: $11,124.00

Meyers Construction has the personnel, equipment access, and experience necessary to complete this work safely, efficiently, and in accordance with accepted construction practices.

Sincerely,

Jacob Roller jroller@meyersconstructionllc.com 479-249-7383

CITY OF
FAYETTEVILLE
ARKANSAS

BID PROPOSAL FORM
BID 25-0001

DATE ISSUED: February 22nd, 2026

ADMINISTRATOR'S NAME: Billy Bryant

PROJECT ADDRESS: 848 N Jackson Dr

DATE OF OPENING: March 9th, 2026

My total bid price for the Raze & Removal Project is:

$ 13,500.00

(Bid will be valid for 120 days from Date of Opening)

Upon signing this Bid, the bidder certifies that they have viewed the property, read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agree to furnish these articles at the prices stated.

Date: 03/09/2026

Complete Business Address

Name of Firm: Arkansas River Valley Roofing & Restoration Phone # 501-902-6053

Street address or P O Box # 6065 Southwind Dr.

City / State/ Zip Code NLR, AR, 72118

Printed Name: Satchel Nash

Signature: [signature] Title: Manager

Federal Tax ID # 47578 or SSN N/A

State Contractor # 0402150526 City Business License # N/A

CITY OF
FAYETTEVILLE
ARKANSAS

Date: 3-10-2026

Property owner address:

Born In A Barn Inc
709 N Crest Dr
Fayetteville, AR 72701

RE: Enforcement of Fayetteville Code 173.08
Arkansas Code Ann. 14-56-203

NOTICE TO PROPERTY OWNERS

Pursuant to A.C.A 14-56-203 as 173.08 of the Fayetteville Code, you are placed upon Notice that the Fayetteville City Council will conduct a public hearing to determine if the dwelling located at **848 N Jackson Dr (WC Parcel # 765-06949-000)** should be Razed and Removed.

You are free to appear at this hearing to present any evidence or statements. If you need additional information concerning this process or if you have information that we are not aware of, please call the Code Compliance Office at (479) 575-8232.

The hearing will be part of a regular City Council meeting on **April 21st, 2026** beginning at 5:30pm at the City Administration Building, 113 W. Mountain St., Fayetteville, AR 72701. The City Council Meetings are advertised in local newspapers and will contain an item concerning this hearing. You may also call the Fayetteville City Clerk's Office (479-575-8323) for information confirming the date of the public hearing.

Sincerely,

Billy Bryant
Code Compliance Supervisor

9589 0710 5270 3813 0193 27

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $ _____
- ☐ Return Receipt (electronic) $ _____
- ☐ Certified Mail Restricted Delivery $ _____
- ☐ Adult Signature Required $ _____
- ☐ Adult Signature Restricted Delivery $ _____

Postage
$

Total Postage and Fees
$

CBLD-2025
0001

Postmark Here

Council Notice

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece or on the front if space permits.

1. Article Addressed to:

Born In a Barn Inc
709 N Crest Dr.
Fayetteville, AR 72701

9590 9402 8987 4064 8556 79

2. Article Number *(Transfer from service label)*

9589 0710 5270 3813 0193 27

RECEIVED
MAR 27 2026
CODE COMPLIANCE

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by *(Printed Name)*

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

FAYETTEVILLE, AR POST OFFICE
MAR 24 2026
USPS 72701

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

l Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 CRLD-25-1 Notice BB Domestic Return Receipt

CITY OF
FAYETTEVILLE
ARKANSAS

Code Compliance Program
Unsafe Building Determination
UDC 173.08 (A)

Address / Location: 848 N Jackson Dr

WC Parcel # 765-06949-000

UDC 173.08 (A)

☒ ***I recommend the raze and removal of the structure.***

☐ ***I recommend securing the structure.***

☐ ***I have determined that the structure above is NOT in violation of Subsection 173.08 (A) of the City of Fayetteville's Unified Development Code***

☐ ***I recommend presenting the structure to City Council as a Property Nuisance for Raze & Removal***

_____ **City Building Official** 6-17-25 **Date**

Observations: _____

Case # CBLD-2025-0001

_____ ***Building Safety Division Director***

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-2024

MEETING OF JUNE 30, 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: **VAC-2026-0005: Vacation (4307 W CACTUS PL/SCHUBER MITCHELL HOMES LLC, 516 & 517): Submitted by KARIN YORK for property located at 4307 W CACTUS PL. in WARD 1. The property is zoned NC, NEIGHBORHOOD CONSERVATION and CS, COMMUNITY SERVICES and contains approximately 0.17 acres. The request is to vacate 239 square feet of a general utility easement.**

RECOMMENDATION:
Staff recommends approval of VAC-2026-0005 as shown in the attached Exhibits 'A' and 'B' and with the following condition:

1. Any damage or relocation of any existing facilities will be at the property owner's expense.

BACKGROUND:
The subject property is located in west Fayetteville, less than 1/4 mile north-west of John L. Colbert Middle School. The subject site is tied to the Towne West Subdivision, Phase VIII (FPL-2025-0004) that was approved in August 2025. The subject property is split-zoned, NC, Neighborhood Conservation and CS, Community Services and it planned to be developed with a single-family house. The subject property is not within any overlay districts.

Request: The applicant is requesting to vacate a portion of an existing general utility easement totaling 239 square feet at the northeast portion of the proposed dwelling unit at 4307 W Cactus Pl.

DISCUSSION:
City staff recommends approval of the requested utility easement vacation. Approval of the request will facilitate construction of a detached, single-family dwelling. The applicant has noted that there is a low voltage box from Cox that is located at the eastern edge of the property which will remain in easement. All relevant utility providers have submitted written consent with no objections. Staff recommends approval subject to the single condition outlined above.

BUDGET/STAFF IMPACT:
N/A

ATTACHMENTS: 3. Staff Review Form, 4. Exhibit A, 5. Exhibit B, 6. Letter of Intent, 7. Petition to Vacate, 8.

Survey

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

File #: 2026-2024

AN ORDINANCE TO APPROVE VAC-26-05 FOR PROPERTY LOCATED AT 4307 WEST CACTUS PLACE IN WARD 1 TO VACATE 239 SQUARE FEET OF GENERAL UTILITY EASEMENT

WHEREAS, the City Council has the authority under Ark. Code Ann. § 14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes; and

WHEREAS, the City Council has determined that the following described portion of general utility easement is not required for corporate purposes.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby vacates the portion of general utility easement as described in Exhibit B attached to the Planning Department's memo.

Section 2: A copy of this Ordinance duly certified by the City Clerk along with the map attached as Exhibit A to the Planning Department's memo shall be filed in the office of the Washington County Circuit Clerk.

Section 3: This vacation approval is subject to the condition that any damage to or relocation of existing facilities will be at the property owner/developer's expense.

City of Fayetteville Staff Review Form

2026-2024

Item ID

7/7/2026

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

Jonathan Curth	6/9/2026	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

VAC-2026-0005: Vacation (4307 W CACTUS PL/SCHUBER MITCHELL HOMES LLC, 516 & 517): Submitted by KARIN YORK for property located at 4307 W CACTUS PL. in WARD 1. The property is split-zoned NC, NEIGHBORHOOD CONSERVATION and CS, COMMUNITY SERVICES and contains approximately 0.17 acres. The request is to vacate 239 square feet of a general utility easement.

Budget Impact:

Account Number	Fund
Project Number	Project Title

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

V20221130

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

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

Original Contract Number: _____

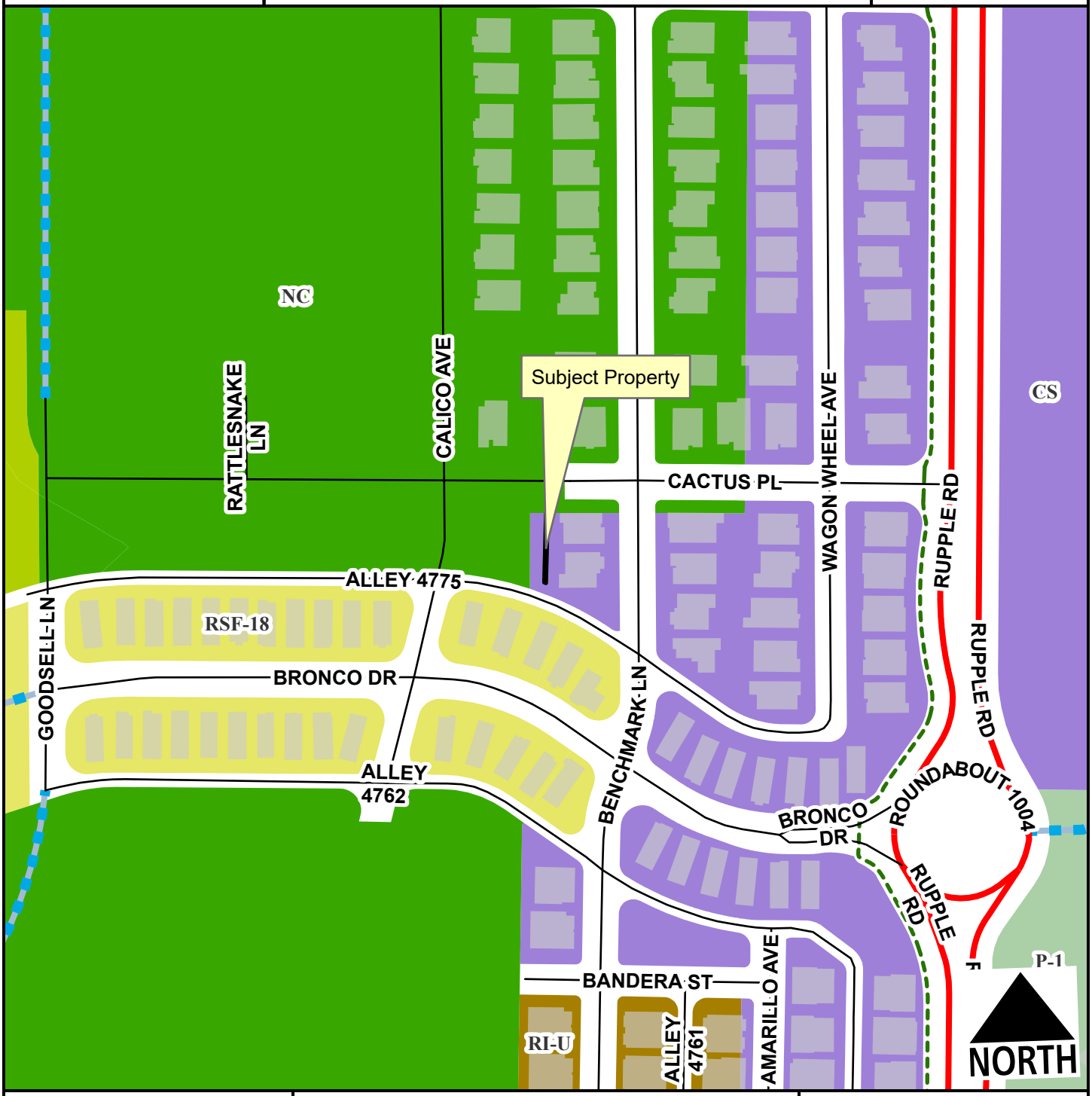
Comments:

VAC-2026-0005

Close Up View

4307 W CACTUS PL

EXHIBIT A



- Regional Link
- Alley
- Residential Link
- Planned Residential Link
- Planning Area
- Fayetteville City Limits
- Shared-Use Paved Trail

Feet

0 75 150 300 450 600

1:2,400

Exhibit B

GIS Approved
05/20/2026

2.5' UTILITY EASEMENT VACATION DESCRIPTION:

PART OF LOT 76, TOWNE WEST SUBDIVISION, PHASE VIII, TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, AS SHOWN IN PLAT FILE NUMBER 2025SP-2 OF THE WASHINGTON COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST (NE) CORNER OF SAID LOT 76; THENCE ALONG THE EAST LINE OF SAID LOT 76, S03°29'20"W A DISTANCE OF 20.00 FEET TO A POINT; THENCE LEAVING SAID EAST LINE AND ALONG THE SOUTH LINE OF A 20 FOOT UTILITY EASEMENT, N87°37'42"W A DISTANCE OF 7.50 FEET TO THE **POINT OF BEGINNING**; THENCE LEAVING SAID SOUTH LINE, S03°29'20"W A DISTANCE OF 95.91 FEET TO A POINT ON THE NORTH LINE OF A 15 FOOT UTILITY EASEMENT; THENCE ALONG SAID NORTH LINE, ON A CURVE TO THE LEFT HAVING A RADIUS OF 547.94 FEET, AN ARC LENGTH OF 2.63 FEET, AND A CHORD BEARING AND DISTANCE OF N68°17'12"W – 2.63 FEET TO A POINT; THENCE LEAVING SAID NORTH LINE AND ALONG THE WEST LINE OF A 10 FOOT UTILITY EASEMENT, N03°29'20"E A DISTANCE OF 95.05 FEET TO A POINT ON SAID SOUTH LINE OF A 20 FOOT UTILITY EASEMENT; THENCE ALONG SAID SOUTH LINE, S87°37'42"E A DISTANCE OF 2.50 FEET TO THE **POINT OF BEGINNING**, CONTAINING 0.01 ACRES (239 SQUARE FEET), MORE OR LESS.

The Fayetteville City Council

I am requesting a partial vacation of a utility easement on the left side of Lot 76 (4307 W. Cactus pl. Fayetteville AR, in the Towne West subdivision phase 8). There is an existing 10 foot easement in the left side of the lot and in order for my house to fit it will need to cross over the easement by 2.5 feet. The only item in the easement is a cox low voltage box which is located at the very edge of the property. Your cooperation is greatly appreciated.

Sincerely

Gary Edwards representative of Schuber Mitchell Homes.

Utility Easement Petition to Vacate

Petition to vacate a utility easement located in Lot 76, 4307 W. Cactus pl. in the Towne West Subdivision, City of Fayetteville Arkansas.

To: The Fayetteville City Planning Commission and

The Fayetteville City Council

We, the undersigned, being all the owners of the real estate abutting the easement hereinafter sought to be abandoned and vacated, lying in lot 76 4307 W. Cactus pl. in the Towne West Subdivision, City of Fayetteville Arkansas, a municipal corporation, petition to vacate an easement which is described as follows:

The area to be vacated is 2 feet 6 inches wide by 53 feet 11 inches long, reducing the easement from 10 feet by 53 feet 11 inches to 7 feet 6 inches by 53 feet 11 inches on the left side of the property as facing from the street.

The above-mentioned property is the only real estate affected by said abandonment. The public interest and welfare would not be adversely affected by the abandonment of the portion of the above-described easement.

The petitioners pray that the City of Fayetteville, Arkansas, abandon and vacate the above-described real estate, subject, however, to the existing utility easements and sewer easements as required, and that the above-described real estate be used for the respective benefit and purpose as now approved by law.

The petitioners further pray that the above-described real estate be vested in the abutting property owners as provided by law.

WHEREFORE, the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject to said utility easement, and that title to said real estate sought to be abandoned be vested in the abutting property owners as provided by law, and as to that particular land the owners be free from the easements of the public fir the use of said property.

Dated this 1 day of May, 20 26.

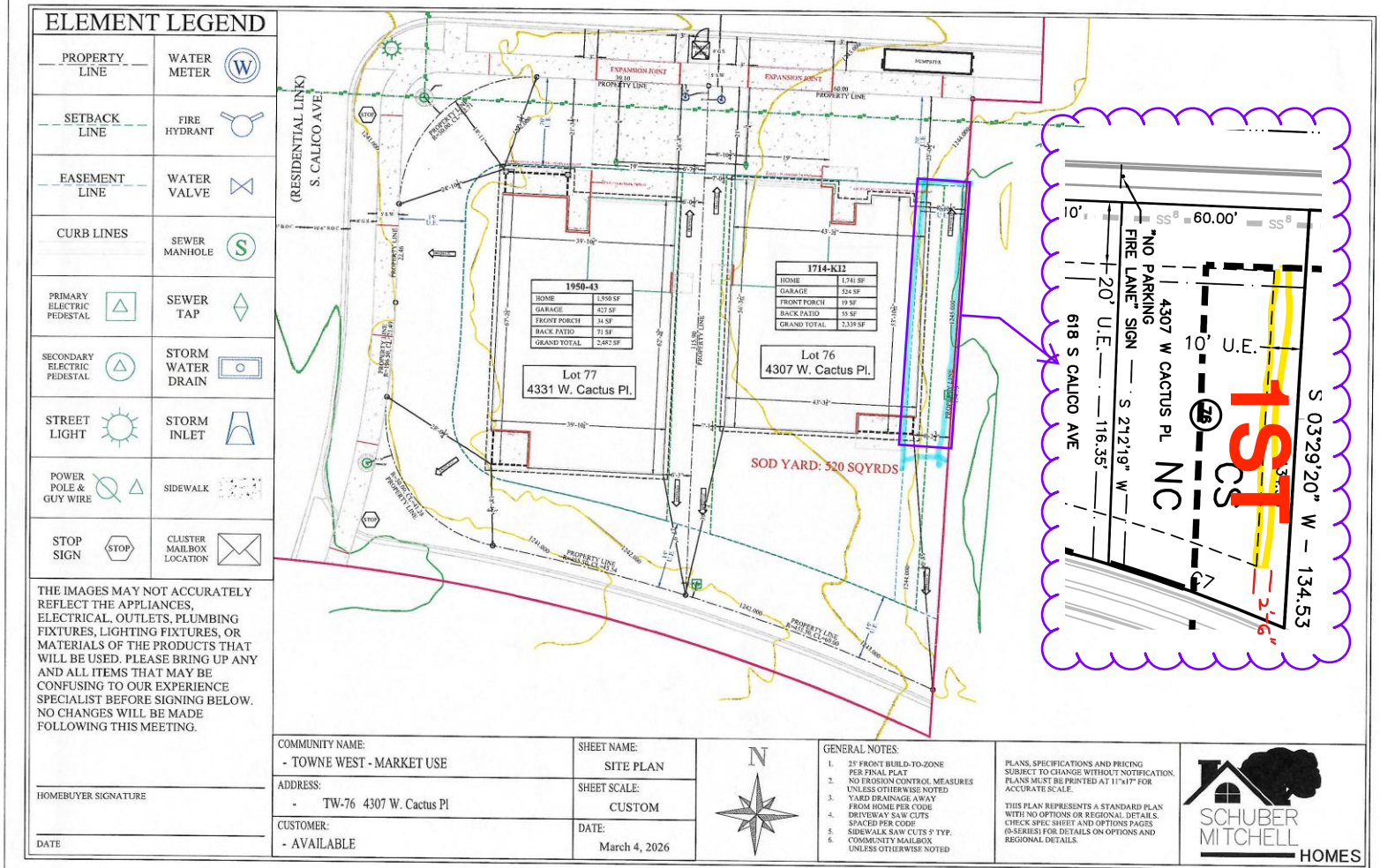
GARY EDWARDS

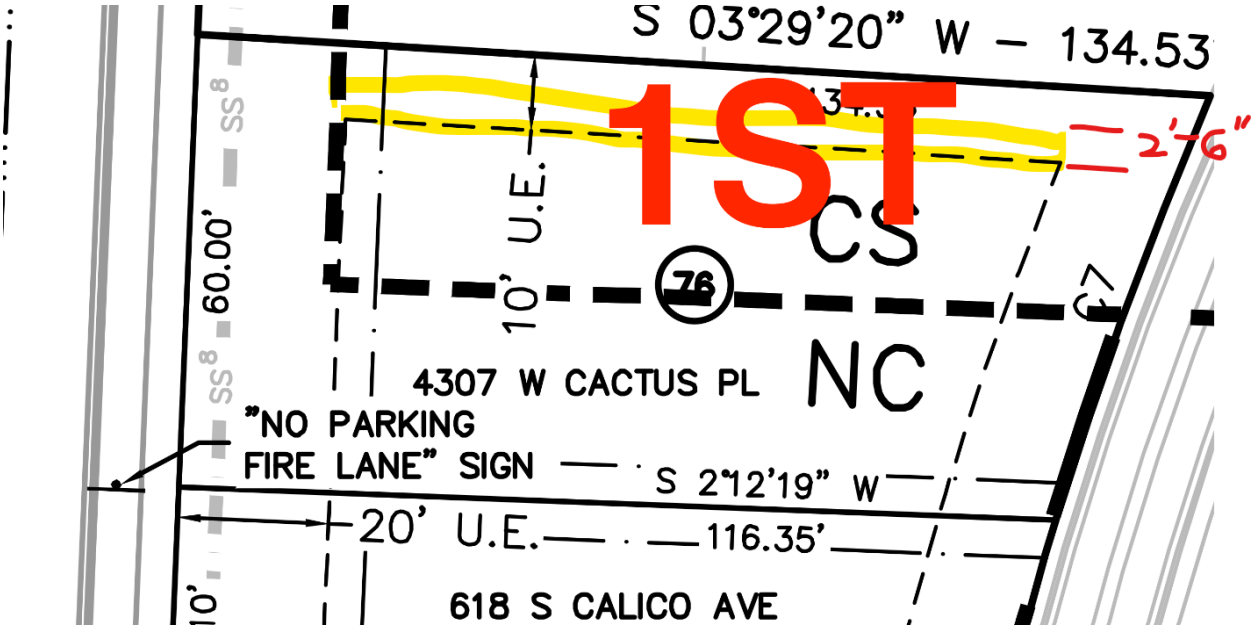
Printed Name

Signature

Printed Name

Signature


ELEMENT LEGEND
PROPERTY LINE
WATER METER
SETBACK LINE
FIRE HYDRANT
EASEMENT LINE
WATER VALVE
CURB LINES
SEWER MANHOLE
PRIMARY ELECTRIC PEDESTAL
SEWER TAP
SECONDARY ELECTRIC PEDESTAL
STORM WATER DRAIN
STREET LIGHT
STORM INLET
POWER POLE & GUY WIRE
SIDEWALK
STOP SIGN
CLUSTER MAILBOX LOCATION
THE IMAGES MAY NOT ACCURATELY REFLECT THE APPLIANCES, ELECTRICAL, OUTLETS, PLUMBING FIXTURES, LIGHTING FIXTURES, OR MATERIALS OF THE PRODUCTS THAT WILL BE USED. PLEASE BRING UP ANY AND ALL ITEMS THAT MAY BE CONFUSING TO OUR EXPERIENCE SPECIALIST BEFORE SIGNING BELOW. NO CHANGES WILL BE MADE FOLLOWING THIS MEETING.
HOMEBUYER SIGNATURE
DATE
(RESIDENTIAL LINK) S. CALICO AVE
EXPANSION JOINT
PROPERTY LINE
1950-43
HOME 1,950 SF
GARAGE 427 SF
FRONT PORCH 34 SF
BACK PATIO 71 SF
GRAND TOTAL 2,482 SF
Lot 77
4331 W. Cactus Pl.
1714-K12
HOME 1,741 SF
GARAGE 524 SF
FRONT PORCH 19 SF
BACK PATIO 55 SF
GRAND TOTAL 2,339 SF
Lot 76
4307 W. Cactus Pl.
SOD YARD: 520 SQYRDS
10'
60.00'
"NO PARKING FIRE LANE" SIGN
20' U.E.
116.35'
S 21'21'19" W
4307 W CACTUS PL
618 S CALICO AVE
10' U.E.
S 03°29'20" W – 134.53
NC
CS
1st
2'-6"
COMMUNITY NAME:
- TOWNE WEST - MARKET USE
ADDRESS:
- TW-76 4307 W. Cactus Pl
CUSTOMER:
- AVAILABLE
SHEET NAME:
SITE PLAN
SHEET SCALE:
CUSTOM
DATE:
March 4, 2026
N
GENERAL NOTES:
1. 25' FRONT BUILD-TO-ZONE PER FINAL PLAT
2. NO EROSION CONTROL MEASURES UNLESS OTHERWISE NOTED
3. YARD DRAINAGE AWAY FROM HOME PER CODE
4. DRIVEWAY SAW CUTS SPACED PER CODE
5. SIDEWALK SAW CUTS 5' TYP.
6. COMMUNITY MAILBOX UNLESS OTHERWISE NOTED
PLANS, SPECIFICATIONS AND PRICING SUBJECT TO CHANGE WITHOUT NOTIFICATION. PLANS MUST BE PRINTED AT 11"x17" FOR ACCURATE SCALE.
THIS PLAN REPRESENTS A STANDARD PLAN WITH NO OPTIONS OR REGIONAL DETAILS. CHECK SPEC SHEET AND OPTIONS PAGES (0-SERIES) FOR DETAILS ON OPTIONS AND REGIONAL DETAILS.
SCHUBER MITCHELL HOMES


S 03°29'20" W – 134.53
1ST
2'-6"
CS
10' U.E.
76
NC
4307 W CACTUS PL
"NO PARKING
FIRE LANE" SIGN
S 2°12'19" W
20' U.E.
116.35'
618 S CALICO AVE
60.00'
SS
10'

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-1944

MEETING OF JUNE 30, 2026

TO: Mayor Rawn and City Council

THROUGH: Keith Macedo, Chief of Staff
Jonathan Curth, Development Services Director

FROM: Jessica Masters, Planning Director

SUBJECT: **RZN-2026-0015: Rezoning (NORTHWEST OF N DEANE SOLOMON ROAD AND W VANIKE DR/DRP HOLDINGS LLC, 246 & 247): Submitted by CRAFTON TULL for property located NORTHWEST OF N DEANE SOLOMON ROAD AND W VANIKE DR. in WARD 4. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRES AND CPZD, COMMERCIAL PLANNED ZONING DISTRICT and contains approximately 36.2 acres. The request is to rezone the property to RMF-12, RESIDENTIAL-MULTI FAMILY, 12 UNITS PER ACRE and RSF-8, RESIDENTIAL SINGLE-FAMILY, EIGHT UNITS PER ACRE.**

RECOMMENDATION:
City Planning staff and the Planning Commission recommend approval of a request to rezone the subject property as described and shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:
The subject property is in northwest Fayetteville, northwest of the intersection of N. Deane Solomon Road and W. Vanike Drive. There are two properties in question with this request: one parcel, 765-23602-000, is currently zoned CPZD as part of the Wilson Springs development which was established in 2003; and the other, 765-16658-101, is currently zoned RSF-4, Residential Single-Family, 4 Units per Acre.

Request: The request is to rezone a 9.6-acre portion of the overall property from a Commercial Planned Zoning District to RMF-12, Residential Multi-Family, 12 Units per Acre, and to rezone a 26.6-acre portion of the site from RSF-4, Residential Single-Family, Four (4) Units per Acre to RSF-8, Residential Single-Family, Eight (8) Units per Acre.

Public Comment: Staff received public comment in favor and opposition to the request. The comments have centered around a concern for added density in the area, existing traffic problems, especially with regards to existing conditions on N. Deane Solomon, existing and future drainage issues, safety, added construction traffic, concerns about how this density will interact with other recently-approved development in the area, and disruption to existing neighborhood peace.

Land Use Compatibility: Staff finds the request to be compatible. The subject property is immediately adjacent to subdivisions of single-family dwellings on the west and south sides, and across N. Deane Solomon to the east is another single-family subdivision. The Clabber Creek trail currently bisects the property and acts as a natural boundary between the two requested zoning district classifications. The westernmost parcel, 765-16658-101, is currently zoned RSF-4, which allows for single-family residential development at a density of up

to four (4) units per acre, with minimum lot sizes of 70 feet, and lot areas of 8,000 sq. ft. The applicant's requested zoning district, RSF-8, a single-family district, allows for an incremental increase in density to eight (8) units per acre, 50-foot lot widths, and 5,000 sq. ft. lot areas. The visual difference between the zoning districts is minimal, as evidenced by property directly west of the subject property, where a portion of the existing subdivisions are zoned RSF-4 and RSF-8. A proposed residential link street connects W. Ika Lane to N. Deane Solomon, which upon its completion, will help promote future connectivity between subdivisions in this area.

The area requested for RMF-12 is currently zoned under a commercial planned zoning district that came to fruition in 2003. The parcel in question, Lot 4 of the Springwoods plat, is currently entitled for multi-family development under Use Unit 26, at a density of 4 units per acre. Under RMF-12, the area in question could allow for a range of housing types, from single-, two-, three- and four-family dwellings, up to multi-family apartment buildings. Building height under RMF-12 is limited to a maximum of three stories, which is similar to the RSF-4 and RSF-8 districts in the area. Given the surrounding conditions, the natural barrier with the Clabber Creek Trail and N. Deane Solomon Road, staff finds the request to rezone to RMF-12 can add density in a harmonious and compatible way with the existing surrounding context.

The current zoning districts and the proposed zoning pattern loosely mimics the stylized theory of the Transect, an urban design principle outlined in City Plan, which identifies successional zones ranging from nature to urban core. The higher intensity zoning district is aligned with the higher classification street.

Land Use Plan Analysis: Staff finds the proposed zoning to be consistent with adopted land use plans. While the property has a low infill score, staff finds that this request is still in line with other City goals, such as Goal 3 which makes connected development the standard, and Goal 6, which increases housing choices by encouraging a mixture of housing types and sizes dispersed throughout the city and in proximity to transit and active transportation networks. This request is located along the Clabber Creek trail, and will bring additional residential uses to an area that could benefit from an increase in housing choice.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **2-5** for this site. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station #8, 2266 W Deane Street.)
- Near Sewer Main (W. Ika Lane, W. Vanike Drive., N. Deane Solomon Road)
- Near Water Main (W. Ika Lane, W. Vanike Drive., N. Deane Solomon Road)
- Near City Park (Underwood Park and Wilson Springs Preserve)
- Near Paved Trail (Clabber Creek Trail)

DISCUSSION:

At the May 26, 2026 Planning Commission meeting, a vote of 7-0-1 forwarded the request to City Council with a recommendation of approval; Commissioner Cabe recused. All members of the Commission present voted in favor the request, finding it to be compatible with surroundings and with future land use goals. 25 members of the public spoke at the meeting, with 22 in opposition and three in favor of the request. Those opposed had concerns primarily about traffic increases and safety concerns, lack of consistency with surrounding homes and lot sizes, tree preservation and loss of habitat on the affected properties, and existing or future drainage issues. Those in favor voiced that the request was compatible with the surroundings, stating that generally a variety of housing types would support broader goals about serving the housing needs within the City of Fayetteville.

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 #: 2026-1944

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2026-15 FOR APPROXIMATELY 36.2 ACRES NORTHWEST OF NORTH DEANE SOLOMON ROAD AND WEST VANIKE DRIVE IN WARD 4 FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR (4) UNITS PER ACRE AND CPZD, COMMERCIAL PLANNED ZONING DISTRICT, TO RMF-12, RESIDENTIAL-MULTI FAMILY, 12 UNITS PER ACRE AND RSF-8, RESIDENTIAL SINGLE-FAMILY, EIGHT (8) UNITS PER ACRE

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from RSF-4, Residential Single-Family, Four (4) Units per Acre and CPZD, Commercial Planned Zoning District, to RMF-12, Residential-Multi Family, 12 Units per Acre and RSF-8, Residential Single-Family, Eight (8) Units per Acre.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

City of Fayetteville Staff Review Form

2026-1944

Item ID

6/6/2026

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

Jonathan Curth	5/26/2026	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

RZN-2026-0015: Rezoning (NORTHWEST OF N DEANE SOLOMON ROAD AND W VANIKE DR/DRP HOLDINGS LLC, 246 & 247): Submitted by CRAFTON TULL for property located NORTHWEST OF N DEANE SOLOMON ROAD AND W VANIKE DR. in WARD 4. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRES AND CPZD, COMMERCIAL PLANNED ZONING DISTRICT and contains approximately 36.2 acres. The request is to rezone the property to RMF-12, RESIDENTIAL-MULTI FAMILY, 12 UNITS PER ACRE and RSF-8, RESIDENTIAL SINGLE-FAMILY, EIGHT UNITS PER ACRE.

Budget Impact:

Account Number	Fund
Project Number	Project Title

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

V20221130

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

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

Original Contract Number: _____

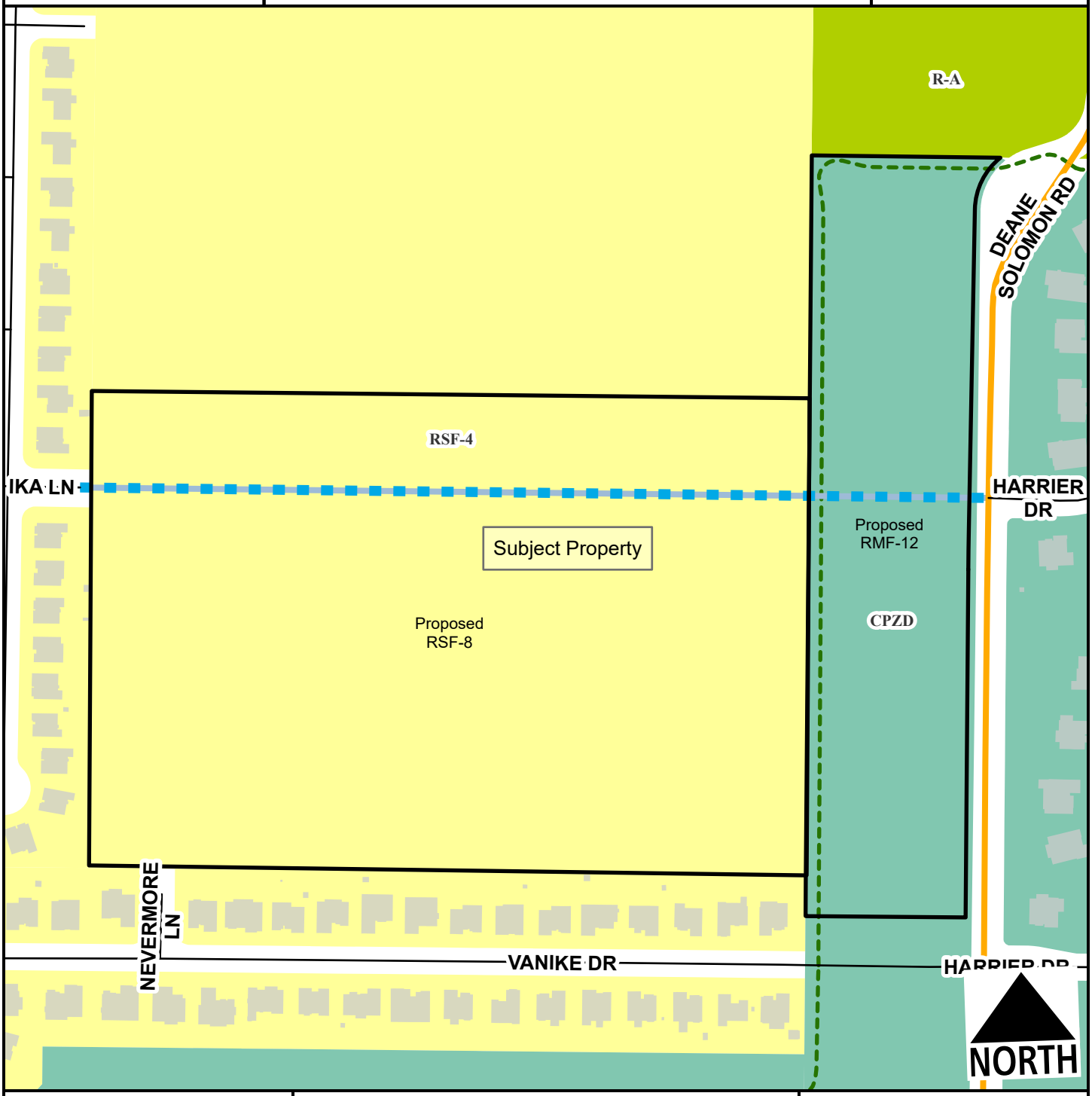
Comments:

RZN-2026-0015

Close Up View

NORTH OF W VANIKE DR

EXHIBIT A



- Neighborhood Link
- Residential Link
- Planned Residential Link
- Planning Area
- Fayetteville City Limits

Feet

0 100 200 400 600 800

1:3,200

Zone	Current	Proposed
CPZD	9.6	0.0
RMF-12	0.0	9.6
RSF-4	26.6	0.0
RSF-8	0.0	26.7

Total 36.3 ac

EXHIBIT B

REZONE DESCRIPTION – PARCEL #765-23602-000

All of Lot 4 as shown on the Final Plat of C-PZD03-08 Springwoods in Plat Record 23A-102, located in a part of the NW 1/4 of the NW 1/4 and in a part of the SW 1/4 of the NW 1/4 of Section 33, Township 17 North, Range 30 West in Fayetteville, Washington County, Arkansas, more precisely described as follows: starting at the Northwest corner of the NW 1/4 of the NW 1/4 of Section 33 for the true point of beginning; thence South 87 degrees 18 minutes 53 seconds East 347.78 feet; thence along the right-of-way of Deane Soloman Road the following courses: along a non tangent curve to the left, with a radius of 125.00 feet, an arc length of 109.76 feet, and a chord of South 28 degrees 14 minutes 20 seconds West 106.27 feet; thence South 03 degrees 04 minutes 58 seconds West 588.95 feet; thence along a curve to the left having a radius of 6885.46 feet, an arc length of 75.38 feet, and a chord of South 02 degrees 46 minutes 08 seconds West 75.38 feet; thence South 02 degrees 27 minutes 19 seconds West 641.06 feet; thence leaving said right-of-way North 87 degrees 32 minutes 04 seconds West 295.14 feet; thence North 02 degrees 28 minutes 26 seconds East 1402.39 feet to the true point of beginning, containing 9.587 acres, more or less, and being subject to the right-of-way of Deane Solomon Road and any easements or rights-of-way of record or fact.

REZONE DESCRIPTION – TRACT 2 OF PARCEL 765-16658-100 (SPLIT BY 2026SP-184)

PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE/4 NE/4) OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 30 WEST OF THE FIFTH PRINCIPAL MERIDIAN, FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND COTTON PICKER SPINDLE IN THE SOUTHEAST FACE OF A 10-INCH WOOD FENCE CORNER POST FOR THE NORTHEAST CORNER OF SAID SECTION 32; THENCE ALONG THE EAST LINE OF SAID SECTION 32, SOUTH 02°30'12" WEST A DISTANCE OF 447.57 FEET TO A SET 5/8" REBAR WITH CAP "1944" FOR THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST LINE, SOUTH 02°30'12" WEST A DISTANCE OF 875.00 FEET TO A FOUND 5/8" REBAR WITH CAP FOR THE SOUTHEAST CORNER OF SAID NE/4 NE/4; THENCE ALONG THE SOUTH LINE OF SAID NE/4 NE/4, NORTH 87°25'13" WEST A DISTANCE OF 1323.39 FEET TO A SET 5/8" REBAR WITH CAP STAMPED "1944" FOR THE SOUTHWEST CORNER OF SAID NE/4 NE/4; THENCE ALONG THE WEST LINE OF SAID NE/4 NE/4, NORTH 02°27'24" EAST A DISTANCE OF 875.00 FEET TO A SET 5/8" REBAR WITH CAP STAMPED "1944"; THENCE SOUTH 87°25'13" EAST A DISTANCE OF 1324.10 FEET TO THE POINT OF BEGINNING, CONTAINING 26.59 ACRES, MORE OR LESS, AND BEING SUBJECT TO ANY EASEMENTS OR RIGHTS-OF-WAY OF RECORD OR FACT.

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

FROM: Jessie Masters, Planning Director

MEETING DATE: May 26, 2026 Updated with final results

SUBJECT: **RZN-2026-0015: Rezoning (NORTHWEST OF N DEANE SOLOMON ROAD AND W VANIKE DR/DRP HOLDINGS LLC, 246 & 247):** Submitted by CRAFTON TULL for property located NORTHWEST OF N DEANE SOLOMON ROAD AND W VANIKE DR. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRES AND CPZD, COMMERCIAL PLANNED ZONING DISTRICT and contains approximately 36.2 acres. The request is to rezone the property to RMF-12, RESIDENTIAL-MULTI FAMILY, 12 UNITS PER ACRE and RSF-8, RESIDENTIAL SINGLE-FAMILY, EIGHT UNITS PER ACRE.

RECOMMENDATION:
Staff recommends forwarding **RZN-2026-0015** to City Council with a recommendation of approval.

RECOMMENDED MOTION:
*"I move to forward **RZN-2026-0015** to City Council with a recommendation of approval."*

BACKGROUND:
The subject property is in northwest Fayetteville, northwest of the intersection of N. Deane Solomon Road and W. Vanike Drive. There are two properties in question with this request: one parcel, 765-23602-000, is currently zoned CPZD as part of the Wilson Springs development which was established in 2003; and the other, 765-16658-101, is currently zoned RSF-4, Residential Single-Family, 4 Units per Acre. The overall property was previously owned by the Fayetteville Public School district and transferred to a private developer in spring 2026 following the approval of a lot split (LSP-2026-0013); the school district is not the representative on this request to rezone. Surrounding land uses and zoning are depicted in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Undeveloped	RSF-4, Residential Single-Family, Four Units per Acre; R-A, Residential Agricultural
South	Single-Family Residential	RSF-4, Residential Single-Family, Four Units per Acre
East	Single-Family Residential	CPZD, Commercial Planned Zoning District
West	Single-Family Residential	RSF-4, Residential Single-Family, Four Units per Acre

Request: The request is to rezone a 9.6-acre portion of the overall property from a Commercial Planned Zoning District to RMF-12, Residential Multi-Family, 12 Units per Acre, and to rezone a 26.6-acre portion of the site from RSF-4, Residential Single-Family, 4 Units per Acre to RSF-8, Residential Single-Family, 8 Units per Acre.

Public Comment: To date, staff has received public comment in opposition to the request. The comments have centered around a concern for added density in the area, existing traffic problems, especially with regards to existing conditions on N. Deane Solomon, existing and future drainage issues, safety, added construction traffic, concerns about how this density will interact with other recently-approved development in the area, and disruption to existing neighborhood peace.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW:

Streets: The subject area has street frontage along North Deane Solomon Road, which is a partially-improved Neighborhood Link Street with asphalt paving and open ditches. The subject area also has a street frontage along West Ika Lane and along North Nevermore Lane, with are both fully improved Residential Link Streets with asphalt paving, sidewalk and curb and gutter. Any street improvements required in these areas would be determined at the time of the development proposal. Any additional improvements or requirements for drainage will be determined at time of development.

Water: Public water is available to the subject area. An existing 12-inch water main is present along the east side of North Deane Solomon Road. An existing 8-inch water main is present along the east side of North Nevermore Lane, and an existing 12-inch water main is present at the end of West Ika Lane.

Sewer: Sanitary sewer is available to the subject area. An existing 8-inch sewer main is present at the end of West Ika Lane. Two existing 8-inch sewer mains are present along the south side of the subject property. There are known wet weather sewer capacity issues identified in the City's 2025 Sewer Master Plan that appear directly in front of the property in the system.

Drainage: No portion of the property has a protected stream, lies within the Hillside-Hilltop overlay district, or is impacted by a FEMA floodplain.

There are hydric soils present on site. Hydric soils are a known indicator of wetlands. However, for an area to be classified as wetlands, it may also need other characteristics such as hydrophytes (plants that grow in water), and shallow water during parts of the year. Hydric Soils can be found across many areas of Fayetteville, including valleys, floodplains, and open prairies. It's important to identify these natural resources during development, so when these soils are identified on a property, further environmental studies will be required at the time of development. Before permits will be issued for the property a statement/report from an environmental professional must be provided summarizing the existence of wetlands on the property. If this statement/report indicates that wetlands may be present on site, a USACE Determination of Jurisdictional Wetlands will be required at the time of development submittal.

Fire: Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development. Station 8, located at 2266 W Deane St., protects this site. The property is located approximately 1.7 miles from the fire station with an anticipated drive time of approximately 4 minutes using existing streets. The anticipated response time would be approximately 6.2 minutes. Fire Department response time is calculated

based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of 6 minutes for an engine and 8 minutes for a ladder truck.

Police: The Police Department did not comment on this request.

Tree Preservation:

The proposed zoning districts RSF-8, Residential Single-Family, 8 Units per Acre and RMF-12, Residential Multi-Family, 12 Units per Acre require **20% minimum canopy preservation.** The current zoning districts RSF-4, Residential Single-Family, 4 Units per Acre and CPZD require **25% minimum canopy preservation.**

CITY PLAN 2040 FUTURE LAND USE PLAN: The City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **Civic Institutional and Residential Neighborhood.**

Residential Neighborhood Areas are primarily residential in nature and support a wide variety of housing types of appropriate scale and context: single-family, duplexes, rowhouses, multifamily and accessory dwelling units. Residential Neighborhood encourages highly connected, compact blocks with gridded street patterns and reduced building setbacks. It also encourages traditional neighborhood development that incorporates low-intensity non-residential uses intended to serve the surrounding neighborhoods, such as retail and offices, on corners and along connecting corridors. This designation recognizes existing conventional subdivision developments which may have large blocks with conventional setbacks and development patterns that respond to features of the natural environment. Building setbacks may vary depending on the context of the existing neighborhood.

Civic Institutional Areas are dedicated for buildings generally operated by not-for-profit organizations dedicated to culture, government, education or transit and municipal parking.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **2-5** for this site with a weighted score of **4.5**. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station #8, 2266 W Deane Street.)
- Near Sewer Main (W. Ika Lane, W. Vanike Drive., N. Deane Solomon Road)
- Near Water Main (W. Ika Lane, W. Vanike Drive., N. Deane Solomon Road)
- Near City Park (Underwood Park and Wilson Springs Preserve)
- Near Paved Trail (Clabber Creek Trail)

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: ***Land Use Compatibility:*** **Staff finds the request to be compatible. The subject property is immediately adjacent to subdivisions of single-family dwellings on the west and south sides, and across N. Deane Solomon to the east is another single-family subdivision. The Clabber Creek trail currently bisects the property and acts as a natural boundary between the two requested zoning district classifications. The westernmost parcel, 765-16658-101, is currently zoned RSF-4, which allows for single-family residential**

development at a density of up to 4 units per acre, with minimum lot sizes of 70 feet, and lot areas of 8,000 sq. ft. The applicant's requested zoning district, RSF-8, a single-family district, allows for an incremental increase in density to 8 units per acre, 50-foot lot widths, and 5,000 sq. ft. lot areas. The visual difference between the zoning districts is minimal, and can be seen directly west of the subject property, where a portion of the existing subdivisions are zoned between RSF-4 and RSF-8. A proposed residential link street also connects W. Ika Lane ultimately to N. Deane Solomon, which upon its completion, will help promote future connectivity between subdivisions in this area. (Exhibit 1 attached).

The area requested for RMF-12 is currently zoned under a commercial planned zoning district that came to fruition in 2003. The lot in question, Lot 4, is currently entitled to *only* Use Unit 26, multi-family apartment buildings at a density of 4 units per acre. Under RMF-12, the area in question could allow for a wider range of housing types, from single-, two-, three- and four-family dwellings, up to multi-family apartment buildings. Building height under RMF-12 is limited to a maximum of three stories. Given the surrounding conditions, the natural barrier with the Clabber Creek Trail and N. Deane Solomon Road, staff finds the request to rezone to RMF-12 can add density in a harmonious and compatible way with the existing surrounding context.

The current zoning districts and the proposed zoning pattern loosely mimics the stylized theory of the Transect, an urban design principle often spoken about by New Urbanists, which identifies six successional zones ranging from nature to urban core. The higher intensity zoning district is aligned with the higher classification street. (Exhibit 2 attached).

***Land Use Plan Analysis:* Staff finds the proposed zoning to be consistent with the property's Future Land Use Map designation, even though the map indicates most of this property to be set aside as a Civic/Institutional Area. This designation is a result of the Fayetteville School District's ownership of the property at the time the Future Land Use Map was developed. Since the school district has transferred a portion of that area, staff would argue that the Residential Neighborhood Area designation would be a likely candidate for consideration at the next opportunity for amendment. While the property has a low infill score, staff finds that this request is still in line with other City goals, such as Goal 3 which makes connected development the standard, and Goal 6, which increases housing choices by encouraging a mixture of housing types and sizes dispersed throughout the city and in proximity to transit and active transportation networks. This request is located along the Clabber Creek trail, and will bring additional residential uses to an area that could benefit from an increase in housing choice.**

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: **Staff finds there is justification to rezone the property from RSF-4 to RSF-8 and from the existing CPZD to the standard zoning district of RMF-12. This rezoning could allow for additional, compatible, single-family homes in an**

area already established as a single-family neighborhood, and allow for the insertion of additional, slightly higher density housing types along N. Deane Solomon. The insertion of compatible housing types of appropriate scale and context is directly in line with the City's goals for creating neighborhoods that are compact and complete, and serve a variety of housing needs.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: **Staff finds that rezoning the property could increase traffic in this area, but so also could allowable uses and density under the current zoning entitlement offered by the property. Rezoning is not likely to overburden the existing infrastructure in a measurable way that would be significantly different than the by-right allowances. Any street improvements required in this area would be determined at the time of a development proposal. Staff recognizes that N. Deane Solomon currently acts as a parallel route to HWY 112 for traffic coming into the City from the north. Though it is currently underimproved to the typical master street plan standards, N. Deane Solomon has been classified as a Neighborhood Link Street, symbolizing the City's goal for improving that road to allow for added capacity. It is highly likely that this development will be responsible for making any necessary improvements proportional to their impact along N. Deane Solomon, and/or any offset impact as necessary.**

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: **Rezoning the property from RSF-4 to RSF-8 and from the existing CPZD standards to RMF-12 will alter the population density in this area. However, given the presence of existing public infrastructure (water and sewer), nearby trails and other bike infrastructure staff finds that the proposed rezoning is not likely to increase the load on public services to an undesirable degree. There are also known wet weather sewer capacity issues identified in the City's 2021 Sewer Master Plan that appear in the system on this property. Any requirements to upsize those services would be evaluated at the time of a future development. Further, of note, should any wetlands be present on the property, the developer would be responsible for meeting any requirements set forth by the Army Corps of Engineers, and would be determined at the time of future 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-2026-0015 to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION:	**Required**	**YES**	
Date: May 26, 2026	❒ **Tabled**	☒ **Forwarded** with a recommendation of approval	❒ **Denied**
Motion: McGetrick			
Second: Brewer			
Vote: 7-0-1 (Cabe recused)			

BUDGET/STAFF IMPACT:
None

ATTACHMENTS:

- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map
- Unified Development Code
  - §161.07 District RSF-4, Residential Single-Family — Four (4) Units Per Acre
  - §161.09 District RSF-8, Residential Single-Family — Eight (8) Units Per Acre
  - §161.14 District RMF-12, Residential Multi-Family — Twelve (12) Units Per Acre
  - ORD 4523 Exhibit
- Long-Range Planning Memo
- Staff Exhibit
- Request Letter
- Applicant Exhibit
- Public Comment

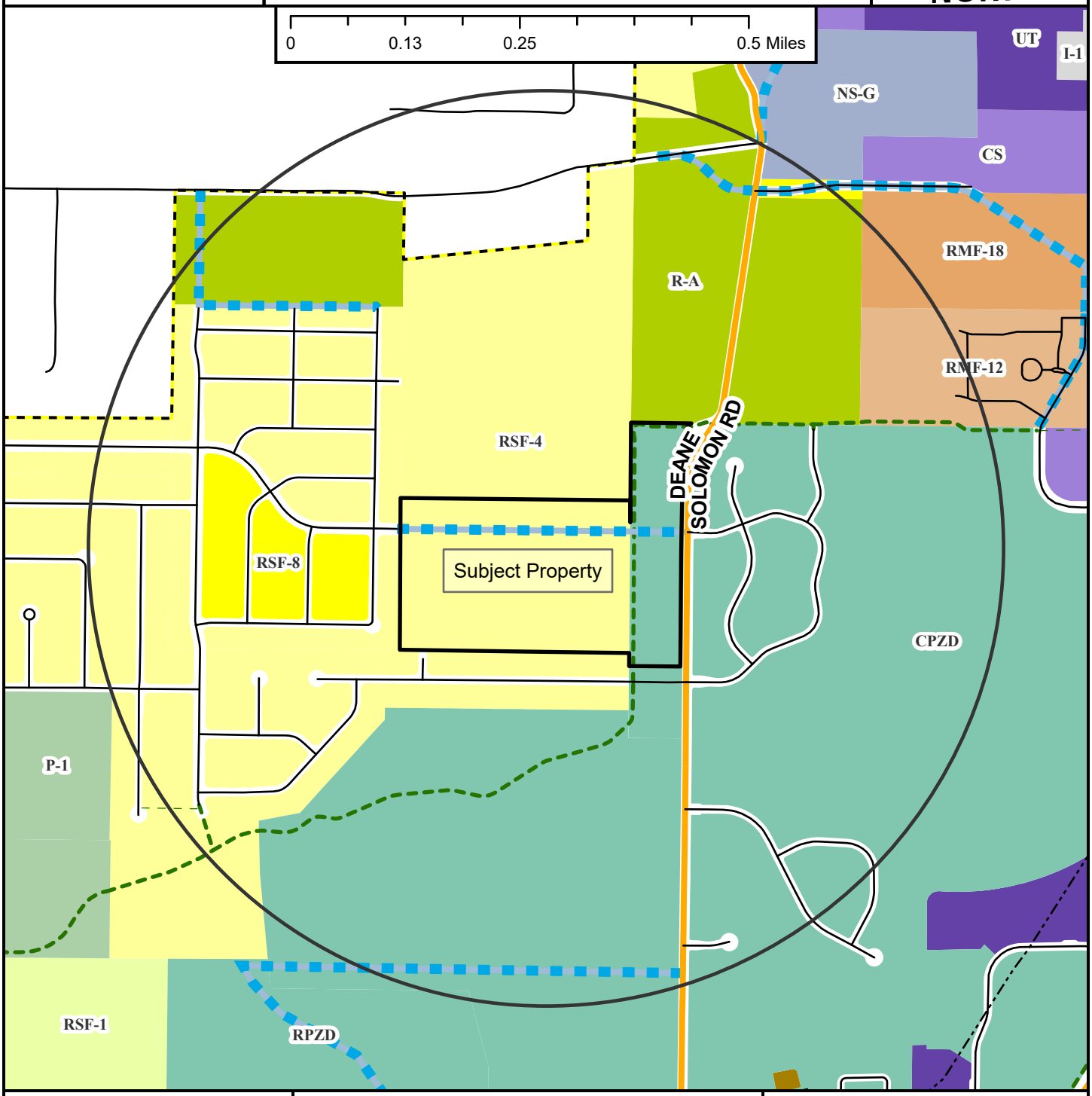
  Additional public comment added 5/26/2026

RZN-2026-0015

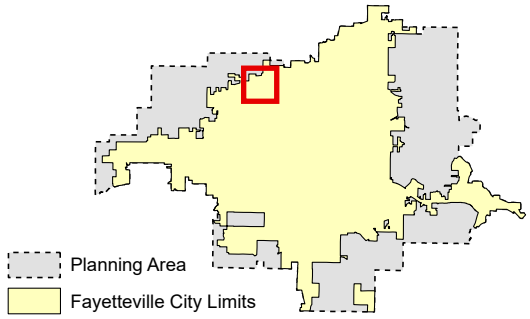
One Mile View

NORTH OF W VANIKE DR

NORTH



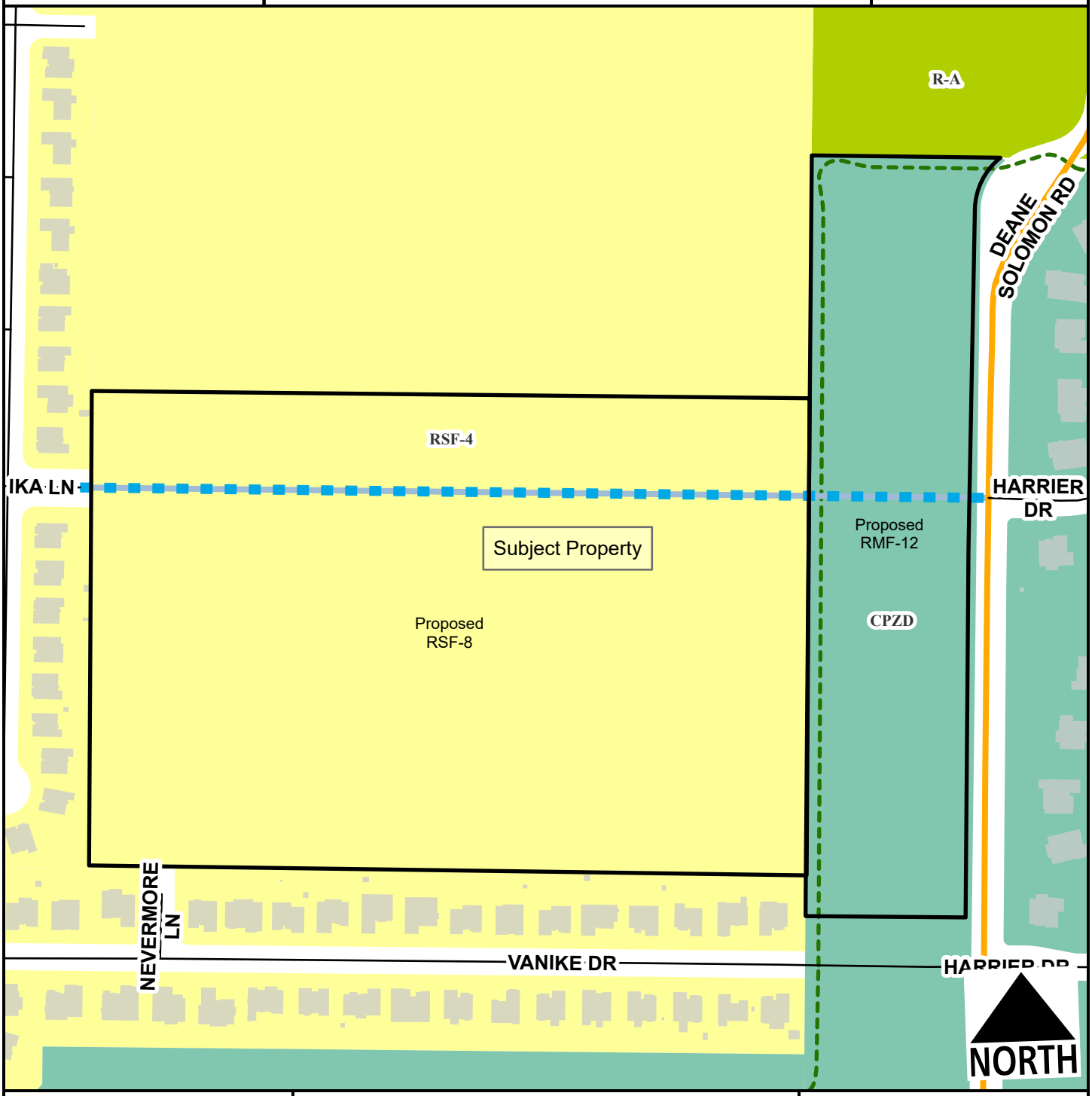
- Neighborhood Link
- Unclassified
- Residential Link
- Planned Residential Link
- Shared-Use Paved Trail
- Trail (Proposed)
- Design Overlay District
- Fayetteville City Limits
- Planning Area



RZN-2026-0015

Close Up View

NORTH OF W VANIKE DR



- Neighborhood Link
- Residential Link
- Planned Residential Link
- Planning Area
- Fayetteville City Limits

Feet

0 100 200 400 600 800

1:3,200

Zone	Current	Proposed
CPZD	9.6	0.0
RMF-12	0.0	9.6
RSF-4	26.6	0.0
RSF-8	0.0	26.7
Total	**36.3 ac**	

RZN-2026-0015

Current Land Use

NORTH OF W VANIKE DR

NORTH



Neighborhood Link

Residential Link

Planned 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

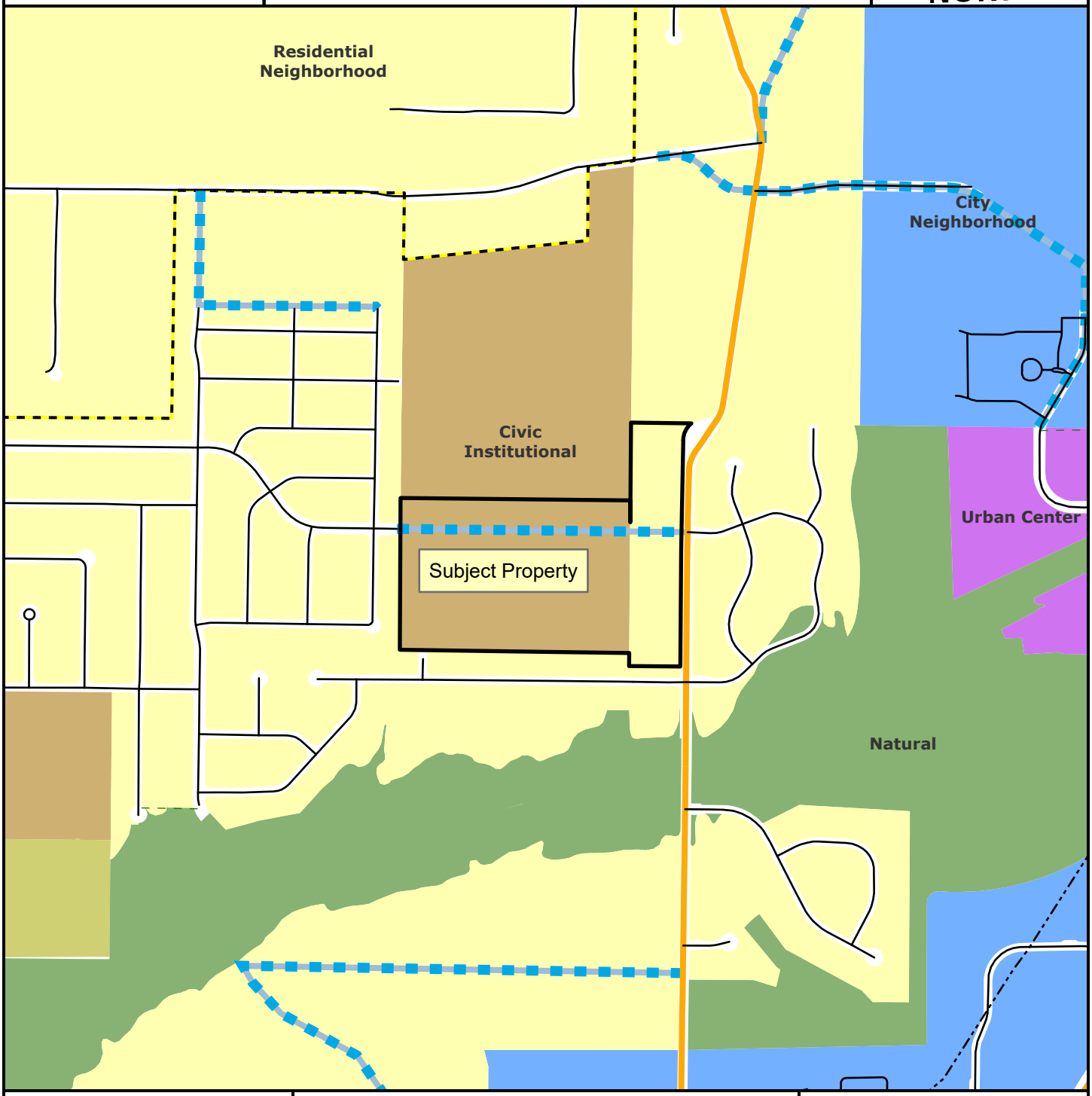
Floodway

RZN-2026-0015

Future Land Use

NORTH OF W VANIKE DR

NORTH



- Neighborhood Link
- Unclassified
- Residential Link
- Planned Residential Link
- Planning Area
- Fayetteville City Limits
- Trail (Proposed)
- Design Overlay District

Feet

0 305 610 1,220 1,830 2,440

1:10,000

- City Neighborhood
- Civic Institutional
- Civic and Private Open Space
- Industrial
- Natural
- Non-Municipal Government
- Residential Neighborhood
- Rural Residential
- Urban Center

161.07 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)

161.09 District RSF-8, Residential Single-Family — Eight (8) Units Per Acre

(A) *Purpose.* The RSF-8 Residential District is designed to bring historic platted development into conformity and to allow for the development of new single-family residential areas with similar lot size, density, and land use as the historical neighborhoods in the downtown area.

(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.*

	By Right
Single-family dwelling units per acre	8 or less

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Single-family	50 feet
Two-family	50 feet
Townhouse, no more than two (2) attached	25 feet

(2) *Lot Area Minimum.*

Single-family	5,000 square feet
Two-family	5,000 square feet

(3) *Land Area Per Dwelling Unit.*

Single-family	5,000 square feet
Two-family	5,000 square feet
Townhouse, no more than two (2) attached	2,500 square feet

(E) *Setback Requirements.*

Front	Side	Rear
15 feet	5 feet	5 feet

(F) *Height Regulations.*

Building Height Maximum	3 stories

(G) *Building Area.* The area occupied by all buildings shall not exceed 50% of the total lot area, except when a detached garage exists or is proposed; then the area occupied by all buildings shall not exceed 60% of the total lot area. Accessory ground mounted solar energy systems shall not be considered buildings.

(Ord. No. 6945, §5(Exh. D), 12-16-25)

161.14 District RMF-12, Residential Multi-Family — Twelve (12) Units Per Acre

(A) *Purpose.* The RMF-12 Multi-family Residential District is designed to permit and encourage the development of multi-family residences at a moderate density that is appropriate to the area.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three- and four-family dwellings
Unit 26	Multi-family dwellings
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 11	Manufactured home park
Unit 12a	Limited business
Unit 24	Home occupations
Unit 25	Professional offices
Unit 36	Wireless communications facilities
Unit 48	Private dormitories

(C) *Density.*

Units per acre	12 or less

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Manufactured home park	100 feet
Lot within a manufactured home park	50 feet
Single-family	45 feet
Two-family	45 feet
Three-family or more	80 feet
Professional offices	100 feet

(2) *Lot Area Minimum.*

Manufactured home park	3 acres
Lot within a manufactured home park	4,200 square feet
Townhouse: Individual lot	2,500 square feet
Single-family	4,500 square feet
Two-family	6,000 square feet

Three-family or more	9,000 square feet
Fraternity or Sorority	2 acres
Professional offices	1 acre

(3) *Land Area Per Dwelling Unit.*

Manufactured home	3,000 square feet

(E) *Setback Requirements.*

Front	Side Other Uses	Side Single & Two-family	Rear Other Uses	Rear Single-family
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 feet	5 feet	20 feet	5 feet

(F) *Building Height Regulations.*

Building height maximum	2 stories/3 stories*

* A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of two (2) stories. Buildings or portions of the building setback greater than 10 feet from the master street plan right-of-way shall have a maximum height of three (3) stories.

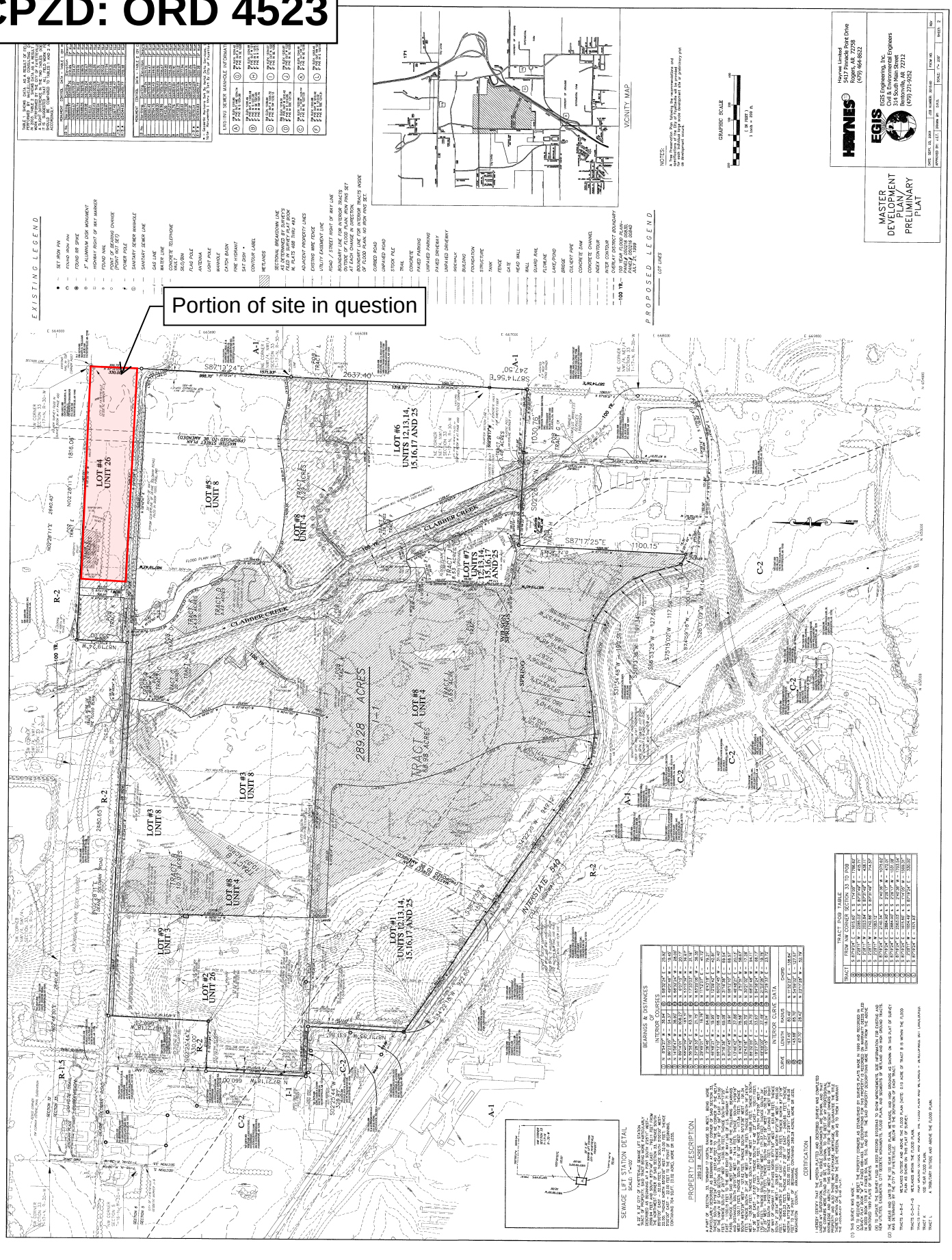
If a building exceeds the height of two (2) stories, the portion of the building that exceeds two (2) stories shall have an additional setback from any side boundary line of an adjacent single-family district. The amount of additional setback for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

(G) *Building area.* The area occupied by all buildings shall not exceed 50% of the total lot area. Accessory ground mounted solar energy systems shall not be considered buildings.

(H) *Minimum buildable street frontage.* 50% of the lot width.

(Ord. No. 6945, §5(Exh. D), 12-16-25)

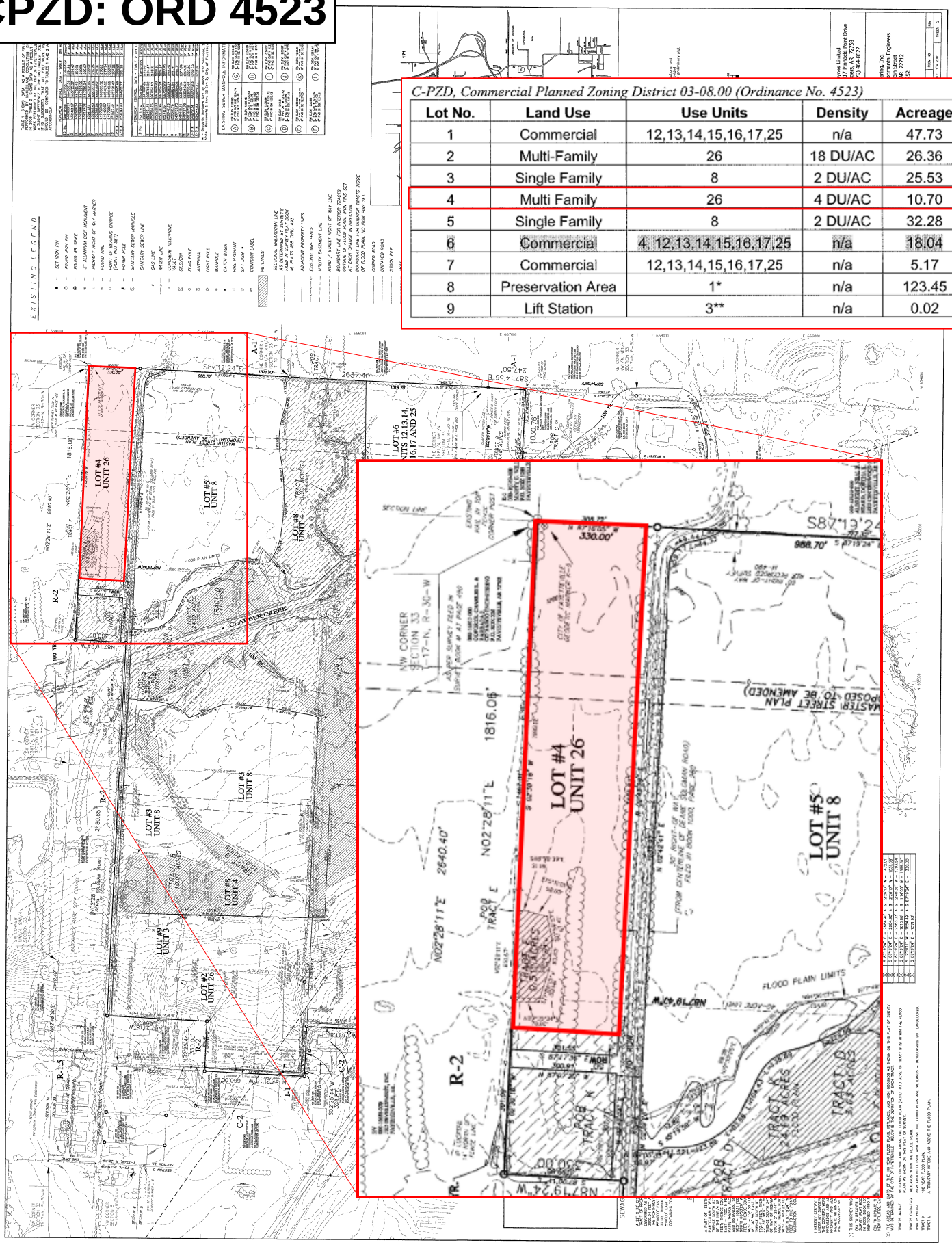
CPZD: ORD 4523



CPZD: ORD 4523

C-PZD, Commercial Planned Zoning District 03-08.00 (Ordinance No. 4523)

Lot No.	Land Use	Use Units	Density	Acreage
1	Commercial	12,13,14,15,16,17,25	n/a	47.73
2	Multi-Family	26	18 DU/AC	26.36
3	Single Family	8	2 DU/AC	25.53
4	Multi Family	26	4 DU/AC	10.70
5	Single Family	8	2 DU/AC	32.28
6	Commercial	4, 12,13,14,15,16,17,25	n/a	18.04
7	Commercial	12,13,14,15,16,17,25	n/a	5.17
8	Preservation Area	1*	n/a	123.45
9	Lift Station	3**	n/a	0.02



CITY OF FAYETTEVILLE ARKANSAS

STAFF MEMO

TO: Jessie Masters, Planning Director

FROM: Kylee Cole, Long Range & Preservation Planner

MEETING DATE: May 26, 2026

SUBJECT: **Long Range Planning Comments Regarding RZN-2026-0015**

BACKGROUND:
The applicant requests to rezone approximately 36.2 acres from RSF-4, Residential Single-Family, Four Units Per Acre and CPZD, Commercial Planned Zoning District to RSF-8, Residential Single-Family, Eight Units Per Acre and RMF-12, Residential Multi-Family, Twelve Units Per Acre. One long range planning document is relevant when evaluating this request: *City Plan 2040.*

City Plan 2040 (2020):
City Plan 2040 includes several relevant plan goals and objectives:

- Goal 1 – We will make appropriate infill and revitalization our highest priority.
- Goal 2 – We will discourage suburban sprawl.
- Goal 3 – We will make compact, complete, and connected development the standard.
- Goal 6 – We will create opportunities for attainable housing.
    - 3.6.1 - Increase housing choices by encouraging a mixture of housing types and sizes dispersed throughout the city and in proximity to transit and active transportation networks. (p.45)

On its adoption in early 2020, *City Plan 2040* carried forward goals from prior comprehensive plans and organized them into six primary goals. The goals were meant to focus the City's efforts on appropriate infill that furthers a variety of transportation options, supports the creation of attainable housing, and limits the amount of land consumed by development on the City's periphery, often termed "suburban sprawl".

DISCUSSION:
Zoning History:
The subject property was annexed into the City through two petitions. The first, for the portion immediately adjacent to N. Deane Solomon Rd., was approved on August 7, 1967. 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 as 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. This area was rezoned in 2003 to CPZD with the approval of the Springwoods CPZD which proposed multi-family dwellings at a density of "4 residential units per acre" over a total of 10.70 acres on Lot #4.

Proposed Use Units:

(D) *C-PZD, Commercial Planned Zoning District*

Lot No.	Land Use	Use Units	Density	Acreage
1	Commercial	12,13,14,15,16,17,25	n/a	47.73
2	Multi-Family	26	18 DU/AC	26.36
3	Single Family	8	2 DU/AC	25.53
4	Multi Family	26	4 DU/AC	10.70

Figure 1. Excerpt from Ord. 4523 pg. 4 identifying use units within the Springwoods CPZD.

The second area subject to this request, located further west and adjacent to Cobblestone phases two and three, was annexed in 2004 and subsequently zoned RSF-4, Residential Single-Family, Four Units Per Acre.

City Plan 2040 and Future Land Use Plan:

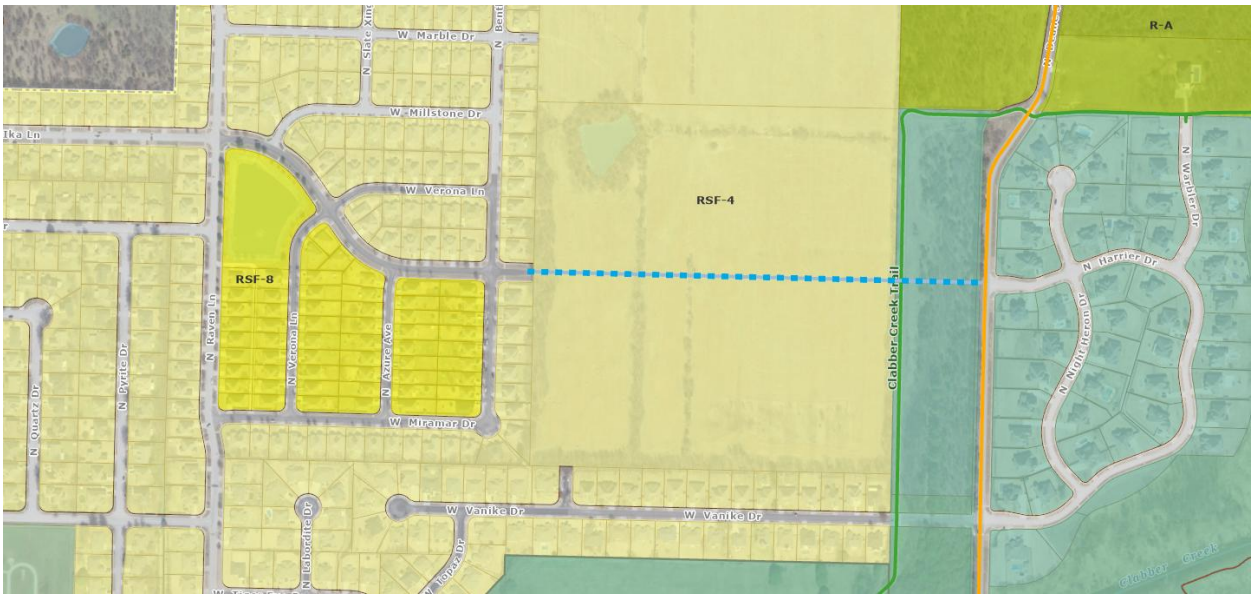
Much of this area is designated as "Civic Institutional" on the Future Land Use Map. This designation is a result of the Fayetteville School District's ownership of this property at the time of development of the FLUM. Since it is apparent that the school district no longer has plans to develop the property with an institutional use, alternative future land uses should be explored, including "Residential Neighborhood" which is immediately adjacent to the property. Residential Neighborhood areas are "primarily residential in nature and support a wide variety of housing types of appropriate scale and context." The request aligns with this designation by increasing the potential density slightly, from four to eight units per acre while retaining the single-family development pattern along most of the site.

The portion proposed as RMF-12 is similarly appropriate as it is designated as a "Residential Neighborhood" on the FLUM. This request would increase density of units slightly and add additional housing types by right, including multi-family, in an area that is already designated for such development via the CPZD. Rezoning from a PZD to standard zoning districts would clarify zoning in the area, easing the administration and interpretation of the zoning requirements for property owners/developers and for city staff.

The development has access to existing utilities and is well serviced by existing streets and a planned street as outlined on the Master Street Plan. This request supports goals 1, 2, & 6 of City Plan 2040 by providing opportunities for various housing types in an area where infrastructure already exists.

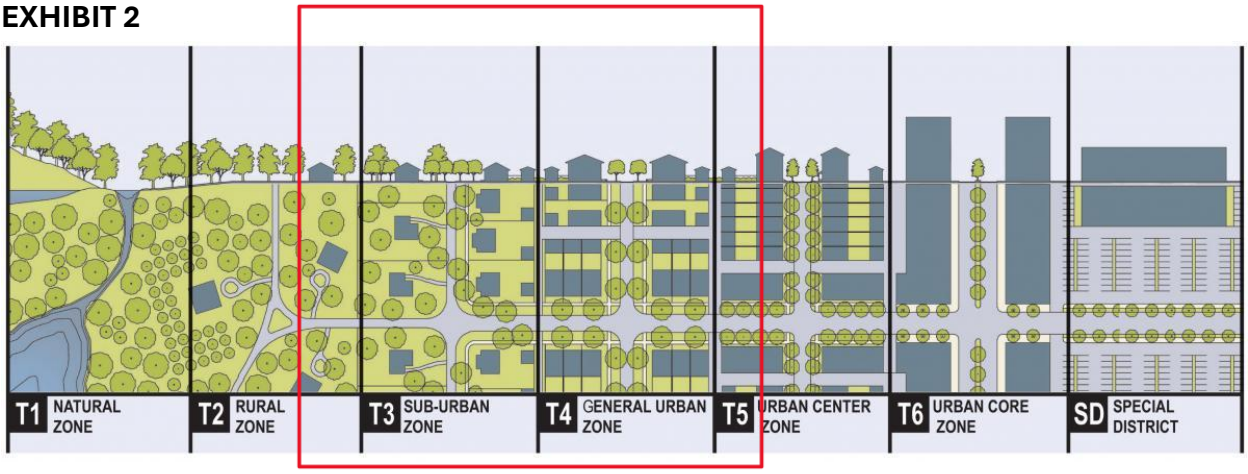
STAFF EXHIBIT

EXHIBIT 1



Source: Screenshot from City of Fayetteville Zoning Map (City of Fayetteville GIS)

EXHIBIT 2



Source: Transect Diagram, DPZ

Crafton Tull

300 North College - Suite 317
Fayetteville, AR 72701

479.455.2207
craftontull.com

March 15, 2026

City of Fayetteville Planning Department
125 W Mountain St
Fayetteville, AR 72701

RE: Meadows at Clabber Creek Rezoning
CT Job No. 25304500

To Whom it May Concern,

On behalf of DRP Holdings, LLC, Crafton Tull is requesting consideration for a rezoning of approximately 36.2 acres of land located west of N Deane Solomon Road and north of W Vanike Drive. The request applies to two tracts, as outlined below:

- 26.59 acres- Tract 2 split from Parcel # 765-16658-100
  - Current zoning: RSF-4
  - Requested zoning: RSF-8
- 9.59 acres- All of Parcel 765-23602-000
  - Current zoning: CPZD
  - Requested zoning: RMF-12

Tract 2 was recently split from Parcel # 765-16658-100 by document 2026SP-184, which is included in this submission as well as a recent Warrant Deed showing proof of ownership by DRP Holdings, LLC.

We believe the requested increase in zoning intensity is appropriate based on the following considerations:

Surrounding Land Use and Zoning

The property proposed for RSF-8 zoning is adjacent to existing residential neighborhoods to the west and south. The neighborhood to the west contains a mix of RSF-4 and RSF-8 zoning, and the proposed zoning would serve as a natural extension of that development pattern.

The property proposed for RMF-12 zoning directly abuts N Deane Solomon Road to the east and the Clabber Creek Trail to the west. This orientation presents an opportunity for multi-family development to front Deane Solomon Road and/or the Clabber Creek Trail, which would provide a clear buffer between the higher-density use and adjacent single-family neighborhoods.

Additionally, Underwood Park is located directly south of the property and will be accessible via the Clabber Creek Trail. This proximity to park amenities supports the proposed increase in residential density.

Crafton Tull

300 North College - Suite 317
Fayetteville, AR 72701

479.455.2207
craftontull.com

Utilities

The site has direct access to three (3) existing 8-inch PVC sanitary sewer main stubs—two located to the south and one to the west. The southern stubs connect to a 12-inch PVC main along W Vanike Drive, which ultimately drains to the Clabber Creek 48-inch sewer interceptor. A sewer capacity study prepared by RJN indicates no downstream capacity constraints that would limit development of the site.
Water service is similarly available, with three (3) existing water mains accessible to the property, including a 12-inch PVC main to the west, an 8-inch PVC main to the south, and a 12-inch PVC main to the east. City staff have indicated no known water pressure concerns that would impact development feasibility.

Traffic and Connectivity

The property benefits from strong connectivity to the surrounding transportation network. It directly abuts N Deane Solomon Road, classified as a Neighborhood Link Street. Additional access is available via an existing north–south street stub from W Vanike Drive. An east–west Residential Link Street is also shown through the property, connecting W Ika Lane to N Deane Solomon Road.

The site further provides direct access to the Clabber Creek Trail, which connects Trucker Drive (near Sam's Club) to the Clabber Creek Subdivision. The Trucker Drive connection is anticipated to ultimately link to the Razorback Greenway via the Shiloh Trail and the existing sidepath along W Van Asche Drive.

These transportation and trail connections provide circulation and multimodal access that support the requested increase in density. Any required traffic study or trip generation analysis would be submitted with future development plans.

Conclusion

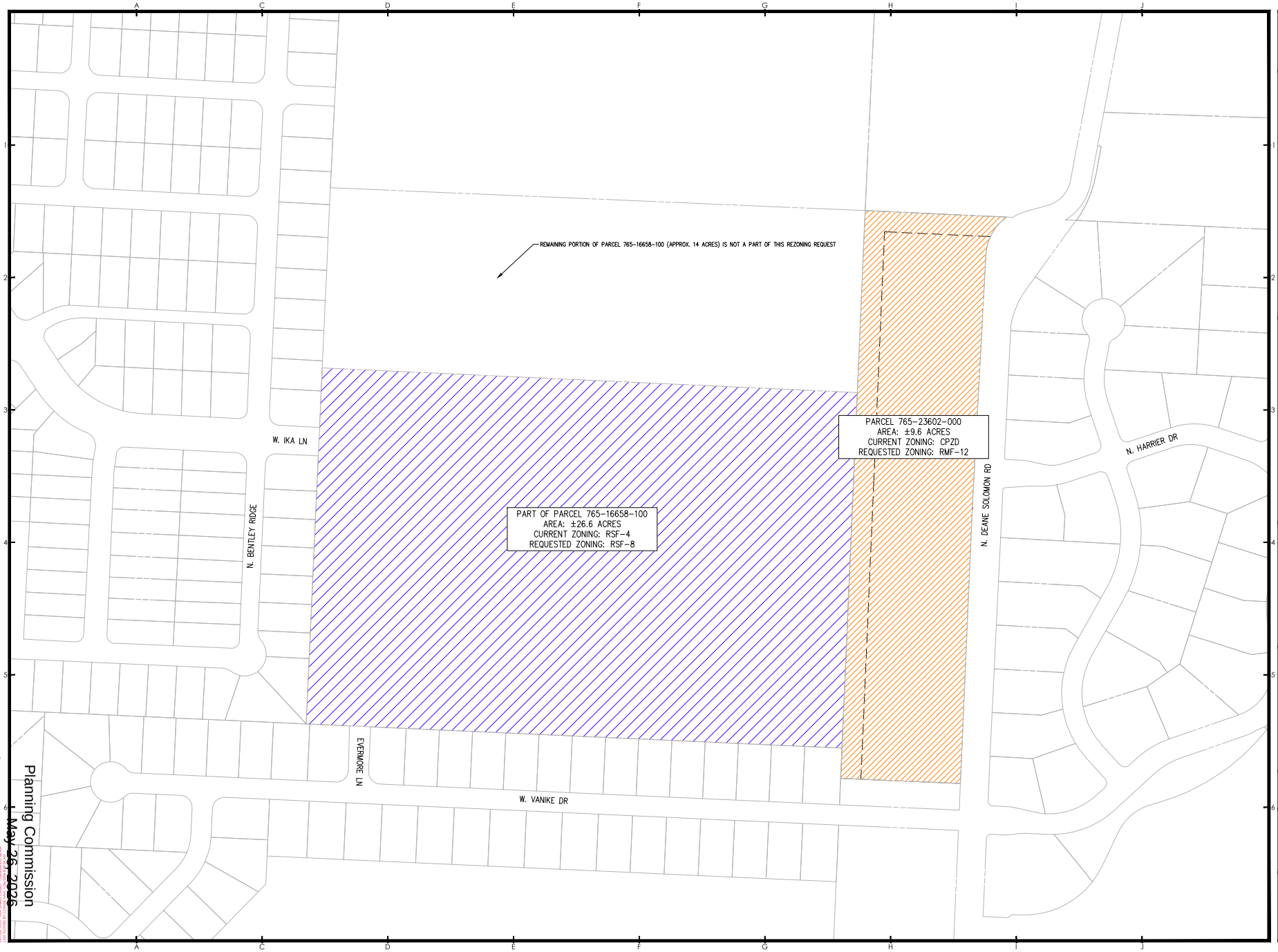
Overall, we believe the requested higher-intensity rezoning is appropriate given the site's frontage on a Neighborhood Link Street, direct access to a multi-use trail system connecting to Underwood Park and the Razorback Greenway, compatibility with surrounding neighborhoods, and the availability of adequate utility infrastructure.

Should you have any questions or require additional information, please do not hesitate to contact us.

Sincerely,



Conlee Hale, P.E.
Crafton Tull



300 N College Ave., Suite 317
Fayetteville, Arkansas 72701
Crafton Tull
479.634.4838.1
www.craftontull.com

GRAPHIC SCALE IN FEET
100' 0 100'

VISION CUSTOM HOMES
FAYETTEVILLE, ARKANSAS

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:
ISSUE DATE: 11/13/25
CONTACT: B.MURRAY
QC by:
QC Date:

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CONCEPT 1

C-001

Planning Commission
May 26, 2026
RZN-2026-0015 (DRP HOLDINGS LLC)
Page 22 of 56

Public Comment
RZN-2026-0015

From: Lisa Davis <ldevine64@yahoo.com>
Sent: Monday, May 4, 2026 2:14 PM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: Opposition to RZN-2026-0015"

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.

To whom it may concern:

I am writing to express my opposition to this new proposed development for the reason listed below:

Road & Safety Concerns

Deane Solomon Rd is already limited in capacity. Increased density means more congestion and safety risks.

Traffic Hazards

Existing visibility and highway access are already challenging. Added traffic will make this worse.

Neighborhood Compatibility.

This type of high-density development may not be legally compatible with established single-family homes due to zoning "non-compatibility."

Potential Impact

Increased noise, light pollution, and traffic strain could negatively affect quality of life and property values.

Lisa Davis

3201 N Raven Ln

Fayetteville, AR

From: Tara Muck <taramuck@gmail.com>
Sent: Monday, May 4, 2026 2:20 PM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: Opposition to RZN-2026-0015

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 Planning Commission:
I am writing to formally express my opposition to the rezoning request for the property located at north of w Vanike Dr, west of N Deane Solomon Rd, as detailed in planning case RZN-2026-0015.

My primary concerns regarding this proposal involve the impact of high-density housing on our existing community. Specifically, I am concerned that this development will significantly increase traffic congestion in an area that is already heavily burdened with housing growth. Furthermore, I believe that the transition to high-density housing in this specific location will negatively impact the property values of the surrounding neighborhood. With ongoing development of rental units south of Underwood Park, this once strong single-family community could could easily become overran with rental units.

I respectfully request that the Planning Commission take these concerns into account and deny the request for rezoning.

Thank you for your time and for your service to our community.

Sincerely,

Tara Muck

Property Owner

3110 W Ika Ln

Fayetteville, AR
(c) 479.420.8989

From: marc davis <live4u63@yahoo.com>
Sent: Tuesday, May 5, 2026 9:04 AM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: Opposition to RZN-2026-0015"

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.

To whom it may concern:

I am writing to express my opposition to this new proposed development for the reason listed below:

Road & Safety Concerns

Deane Solomon Rd is already limited in capacity. Increased density means more congestion and safety risks.

Traffic Hazards

Existing visibility and highway access are already challenging. Added traffic will make this worse.

Neighborhood Compatibility.

This type of high-density development may not be legally compatible with established single-family homes due to zoning "non-compatibility."

Potential Impact

Increased noise, light pollution, and traffic strain could negatively affect quality of life and property values.

Marc Davis

3201 N Raven Ln

Fayetteville, AR 72704

From: Lindsey Steiger <lsteiger@ymail.com>
Sent: Tuesday, May 5, 2026 3:27 PM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: Opposition to RZN-2026-0015

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 writing to express my opposition to this new proposed development for the reasons listed below:

Road & Safety Concerns

Deane Solomon Rd is already limited in capacity. Increased density means more congestion and safety risks.

Traffic Hazards

Existing visibility and highway access are already challenging.

Added traffic will make this worse.

Neighborhood Compatibility

This type of high-density development may not be legally compatible with established single-family homes due to zoning

"non-compatibility."

Potential Impact

Increased noise, light pollution, and traffic strain could negatively affect quality of life and property values.

This would be disastrous for our neighborhood, and a poor choice impacting all neighbors in the area negatively. If I can elaborate on any of these points further, please don't hesitate to reach out.

Thank you,

Lindsey Steiger-Muck

3110 W Ika Lane

Fayetteville, AR 72704

From: Matt Lewis <mlewy9er@hotmail.com>
Sent: Tuesday, May 5, 2026 6:41 PM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: Opposition to RZN-2026-0015

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'm emailing to oppose the rezone above.

Mostly due to Neighborhood compatibility amonst established single family homes.

Potential impact with noise, light pollution, and traffic strain on an already tight and narrow road.

All of these could negatively effect quality of life and property values.

Matt.

Get Outlook for iOS

From: Masters, Jessica
Sent: Friday, May 15, 2026 5:06 PM
To: 'gregthomas615@gmail.com' <gregthomas615@gmail.com>
Subject: RE: RZN-2026-0015

Good afternoon, Greg,

Thank you for your comments and questions regarding the subject rezoning. Staff have received your comments and they will be included in the packet that staff will prepare for the Planning Commission. In the interim time, I have responded to your questions below in RED to the best of my ability.

This meeting will be held on Tuesday, May 26 at 5:30 PM in City Hall at 113 W. Mountain Street, and members of the public are invited to attend either in-person or virtually through zoom.

The agenda will be published on Thursday, May 21 by 4:30 PM, and you can find that information here: https://fayettevillear.portal.civicclerk.com/

If you would like to attend virtually, you can find that information here: https://www.fayetteville-ar.gov/3949/Zoom-Meeting-Instructions.

Please let me know if there is anything else I can help you with in the meantime.

Jessie Masters, AICP

Planning Director

Development Services

City of Fayetteville, Arkansas

(479) 575-8239

www.fayetteville-ar.gov

Website | Facebook | Twitter | Instagram | YouTube

From: Greg Thomas <gregthomas615@gmail.com>
Sent: Tuesday, May 5, 2026 9:07 PM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: RZN-2026-0015

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 live at 3037 N Night Heron Dr and have a few questions about the proposed Rezoning.

Thank you for the information! -Greg Thomas

- what type of development would this allow? The developer is requesting to rezone a portion of the property to RSF-8 which allows single-family homes, and a portion of the lot's frontage along Deane Solomon could allow for higher density housing at 12-units per acre.

- why doesn't the developer just build houses to match the rest of the neighborhood on all sides? This is likely a question for the developer to answer, and perhaps they can shed light on this at the public hearing. Single-family homes would be similar to the homes that are currently there.

- there is an area between deane Solomon and the greenway with dense mature trees. Truly the last ones of anywhere in the area. Are those going to be torn down during construction? Staff has not yet reviewed or seen a development proposal. Tree removal is considered at the time of development.

- how does the process work? How can I get more information about the project and talk with decision makers? Is there an open forum to ask questions? I recommend attending the Planning Commission meeting. Information above.

- Deane Solomon already has storm water overtop the road near underwood park 3-4 times a year. Do you think this development would increase that occurrence? Developments are not permitted in the City of Fayetteville to increase any existing stormwater issues that may already exist on a property. This would all be evaluated at the time of development.

- there are several apartment complexes being built within a half mile of this site, is there really a need for more apartments? Or does higher density single family homes just make more sense? The developer would have a good sense of market need for housing. The City of Fayetteville also releases a housing assessment each year. A presentation was given at a recent City Council meeting, and the final assessment should be ready soon. I recommend reaching out to Marlee Stark (mstark@fayetteville-ar.gov) if you have any additional questions about housing needs in Fayetteville.

- does the planning department put out some sort of report? How can I get access to the report? The report will be published by 4:30 PM on Thursday, May 21. Link and information above.

- if this Rezoning passes, does the city have any requirements on the build quality of the apartments? Such as building materials etc. The City has a robust set of development standards that apartments are required to meet. You can view development requirements in our municipal code. https://library.municode.com/ar/fayetteville/codes/code_of_ordinances

- I've heard in previous meetings that it's important to maintain the character and density of nearby developments. Would that be a concern here with RSF-4 zoning on all sides? It depends. Housing types of all kinds to address the housing needs of multiple types of users, ages, and abilities can often contribute to neighborhood character, rather than detract from. Single-family homes, which is what the developer is primarily trying to zone for, are typically considered to be compatible with other single-family homes.

- what is this area zoned for on the future land use plan? The Future Land Use Map currently identifies some of the area as "Civic/Institutional," likely as a reflection that this property was recently sold by the Fayetteville Public School district. The other portion classifies this area as "Residential Neighborhood."



Colleen,

Thank you for submitting your questions regarding the subject rezoning, and thank you for your patience in my response.

The developer is requesting to rezone the area to allow for additional single-family homes, and potentially some additional density and housing types along Deane Solomon. Tree removal has not been evaluated since we do not currently have any development plans to review, but is taken into consideration at the time of development. You can read about the City's Tree Preservation ordinance here: https://library.municode.com/ar/fayetteville/codes/code_of_ordinances?nodeId=CD_ORD_TITXVUNDECO_CH167TRPRPR. If you have additional questions about trees and landscaping requirements, I recommend that you reach out to either Willa Thomason or Bethany Douglas, the City's Urban Foresters, who work daily with this portion of code.

Further, the Planning Commission meeting will be held on Tuesday, May 26 at 5:30 PM in City Hall at 113 W. Mountain Street, and members of the public are invited to attend either in-person or virtually through zoom.

The agenda will be published on Thursday, May 21 by 4:30 PM, and you can find that information here: https://fayettevillear.portal.civicclerk.com/

If you would like to attend virtually, you can find that information here: https://www.fayetteville-ar.gov/3949/Zoom-Meeting-Instructions.

Thank you,

Jessie

Jessie Masters, AICP

Public Comment
RZN-2026-0015

Planning Director

Development Services

City of Fayetteville, Arkansas

(479) 575-8239

www.fayetteville-ar.gov

Website | Facebook | Twitter | Instagram | YouTube

From: Colleen Boyle <colleen.boyle2020@gmail.com>
Sent: Tuesday, May 12, 2026 8:43 PM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: Re: Opposition to RZN-20-26-0015 & Questions

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 just wanted to follow up on the below email to see if any input could be provided?

Thank you!

On Thu, May 7, 2026 at 3:00 PM Colleen Boyle <colleen.boyle2020@gmail.com> wrote:

Hello,
I am writing regarding RZN 20-26-0015. Generally speaking, I understand and support development as a necessary part of a growing city like Fayetteville. That said, I also deeply value the sense of community and access to green space that makes Fayetteville unique.
This particular request proposes rezoning and potential development of land located between Deanne Solomon Road and the Greenway. As I understand it, this area represents one of the last remaining urban forests in Fayetteville. Because of that, I have several questions regarding the development potential of this specific tract.

Can you speak to what level of development is anticipated for this area? Will the existing mature trees be removed? What impact will the project have on the current wildlife habitat, including birds, bats, owls, eagles, and deer? Additionally, are there any requirements or expectations for the developer to preserve green space or existing trees within the development area?

I appreciate the work you are doing on this project and look forward to your response.

Thank you,

Colleen Boyle

Public Comment
RZN-2026-0015

From: a.braun@aol.com <a.braun@aol.com>
Sent: Thursday, May 7, 2026 6:14 PM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: RZN-2026-0015

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Opposition to RZN-2026-0015

My property backs up to what I was told was future school development many years down the road. None of the neightbors were advised thatthere was an under the table land swap of ownership. That in itself is a pretty shady deal and and should have had advance notification to the adjoining neighbors. There was NO NOTIFICATION.

Nor was their a notification of the new owners planning to rezone and bring down our property values.

I am 100% against multifamily housing in an area that is predominately single family homes.

It will decrease our property values.

It will greatly increase traffic.

It will increase the noise level of a neighborhood that is currently very peaceful.

The new park will also greatly increase traffic and noise and litter.

Clabber Creek trail is POORLY maintained by the city - They only mowed twice last year, and even today it is quite an eye sore. The city does not maintain the water overflow channel from the lake in the park area. This runs along side my property line. This channel is full of pests, litter, and foul smelling water - the city services should be ashamed of they way they manage public areas.

Please keep me advised of any and all meetings on the rezoning. I do not wish this to move forward. If they are insistent on developing the land they should retain the zoning currently in place - 4 lots max per acre.

My email is a.braun@aol.com

My cell is 714-300-3186

My address is 2508 Vanike Drive West, Fayetteville, AR 72704

Anna Braun

-----Original Message-----

From: julie wray <jules_13_2000@yahoo.com>

Public Comment
RZN-2026-0015

Sent: Friday, May 8, 2026 8:34 AM

To: Planning Shared <planning@fayetteville-ar.gov>

Subject: Opposition to RZN-2026-0015

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'm writing in opposition to the high density development being proposed near my home on Raven Lane. My concerns include road and safety issues, traffic hazards, neighborhood compatibility and property value impacts. I want to protect the quality of life we enjoy in our neighborhood.

Sincerely concerned,

Julia Billings

2927 N Raven

Fayetteville AR

Sent from my iPhone

From: John Zumbro <jezumbro@gmail.com>
Sent: Friday, May 8, 2026 12:05 PM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: Opposition to RZN-2026-0015

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

Dear Fayetteville Planning Commission and City Council Members,

I am writing as a resident of the neighborhood adjacent to the proposed rezoning under case RZN-2026-0015 to formally express my opposition to this high-density development. My concerns are grounded not only in the immediate impacts to our neighborhood, but in documented research and local precedent.

Traffic and Road Safety

Deane Solomon Road is a narrow two-lane collector with open drainage ditches and well-documented visibility problems at the Highway 112 intersection — concerns raised formally before this Commission as recently as 2021 during the Lewis Automotive rezoning (ultimately denied 8-1 by the Planning Commission). High-density multifamily developments generate 4–7 vehicle trips per unit per day per Institute of Transportation Engineers standards — substantially more than adjacent single-family uses. Without dedicated infrastructure improvements, this traffic will spill onto neighborhood streets including Ika, Vanike, and Evermore, converting them into cut-through corridors. ARDOT is currently widening Highway 112 from two to four lanes between Truckers Drive

and Howard Nickell Road (project 25-190) — evidence of recognized traffic growth pressure in this exact corridor. Adding density before that work is complete and before Deane Solomon Road is upgraded compounds the risk.

I ask that a full traffic impact study with level-of-service analysis for Deane Solomon Road and all adjacent neighborhood streets be required before any approval.

Zoning Compatibility

Under UDC §154.03(A)(3), every private rezoning application must include "a statement explaining the compatibility of this proposed rezoning with neighboring property and explaining why the proposed rezoning will not unreasonably adversely affect or conflict with surrounding land uses." This is a legal review criterion — not a formality. The Commission is required to evaluate that statement on its merits.

A stark density jump abutting established single-family homes, with no transition buffer and inadequate road infrastructure, does not meet this standard. The Planning Commission's own language from the February 2026 rezoning at 900 E. Ash Street is instructive: Commissioner Brad Payne noted that "a risk is fine as long as you are not a member of the neighborhood being impacted by an incompatible development" — and that rezoning passed only 5-4.

I ask that the Commission make written findings on compatibility before any vote.

Property Values and Quality of Life

Increased traffic volume, artificial light spillover, noise from a dense multifamily complex, and pressure on stormwater systems (Clabber Creek flooding has been a documented concern in this watershed) collectively degrade quality of life and can suppress property values for adjacent single-family owners. These effects are difficult to mitigate retroactively once development is built.

Request

I ask that the Commission:

1. Require a full traffic impact study with level-of-service analysis for Deane Solomon Road and all adjacent neighborhood streets before any approval.

2. Make written findings of fact on UDC §154.03(A)(3) compatibility — not just accept the applicant's statement at face value.

3. Deny or significantly condition RZN-2026-0015 until infrastructure capacity and neighborhood compatibility can be demonstrated.

This community has been vocal and engaged before — and that engagement has made a difference. I respectfully ask that you give this proposal the full scrutiny it deserves.

Thank you for your service to Fayetteville.

Sincerely,

John Zumbro

2885 W Vanike Dr

jezumbro@gmail.com

From: William BIllings <willbill1995@gmail.com>
Sent: Friday, May 8, 2026 2:53 PM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: Opposition to RZN-2026-0015

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'm writing in opposition to the high density development being proposed near my home on Raven Lane. My concerns include road and safety issues, traffic hazards, neighborhood compatibility and property value impacts. I want to protect the quality of life we enjoy in our neighborhood. Not to mention the effect on local wildlife and the natural feel of the area. More housing wouldnt offset the cons to this situation and put us furth behind from transportation infastructure point view.

Thanks,

William Seth Billings

From: Masters, Jessica
Sent: Monday, May 18, 2026 9:39 AM
To: Steve Barthol <swb729@gmail.com>
Subject: RE: RZN 2026-0015

Good morning, Steve,

Thank you for the follow-up question. The Master Street Plan is a planning document that identifies what the City would like to see for streets in the future. If and when development occurs along Deane Solomon, it would be likely that the developer would be on the hook for building out their portion of the street. The City may not have any plans to improve Deane Solomon at this time, but analyzes needs as developments occur.

Hopefully this is helpful. Let me know if you have any additional questions.

Jessie

Jessie Masters, AICP

Planning Director

Development Services

City of Fayetteville, Arkansas

(479) 575-8239

www.fayetteville-ar.gov

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Please note that Planning is currently short-staffed and that communications and review times may increase as a result. Please bear with us in the interim.

From: Steve Barthol <swb729@gmail.com>
Sent: Monday, May 11, 2026 11:17 AM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: Re: RZN 2026-0015

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I looked at the master street plan and Deane Solomon is classified as a collector street but doesn't seem to meet the criteria based on the definition. Are there plans to improve it? It is so narrow with no shoulder and horrible for any type of cycling or foot traffic already. The increased traffic from the approved development on the golf course plus Underwood Park will overwhelm it making it extremely unsafe for all.

On May 11, 2026, at 9:00 AM, Masters, Jessica <jmasters@fayetteville-ar.gov> wrote:

Steve,

Thank you for the follow up email. The best way to get your voices heard by the Commission is exactly this – emailing City staff, and we will include written comment in the report. Further, the meeting will be open to the public, and individuals will each have 3 minutes to provide the Commission comment at that meeting as well.

I have been queueing up a number of emails I have received on the item and plan to provide additional follow up information shortly. Please don't hesitate to reach out if you have questions, and please feel free to forward my information along to those you have spoken with as well.

Thank you,

Jessie

Jessie Masters, AICP

Planning Director

From: Steve Barthol <swb729@gmail.com>
Sent: Saturday, May 9, 2026 8:28 AM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: Re: RZN 2026-0015

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

Hi Jessie,

I have been talking with neighbors and actually now have the answers to those questions that I sent you.

One of the neighbors told me that you are leading this project and that you are extremely busy. I appreciate you helping all of us concern neighbors.

I, like all of the other neighbors, am adamantly opposed to re-zoning this land for multi-family, higher density dwellings. What would you recommend as the best way for us to voice our concerns and does the person making the request for the rezoning have to present a convincing case to the planning commission in order for the planning commission to change the existing zoning?

Thank you,

Steve Barthol

3017 N Raven Ln

On May 7, 2026, at 8:10 AM, Steve Barthol <swb729@gmail.com> wrote:

Jessie,

Has anything been clarified on ownership or consent of owner for the rezoning request?

Also, do you know if the public notice signs for the rezoning request have been posted?

Thanks,

Steve

On Mon, May 4, 2026 at 8:23 AM Masters, Jessica <jmasters@fayetteville-ar.gov> wrote:

Steve,

Thank you for asking. I am actually already in communication with this applicant regarding the correct consent of owner. I am hoping to hear back from them this week to clarify whether the property has already transferred to DRP. The school district was working to sell a portion of the property to that entity.

Feel free to reach back out within the next couple days and I should have a final answer by then. Thank you,

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: Steve Barthol <swb729@gmail.com>
Sent: Friday, May 1, 2026 4:16 PM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: Re: RZN 2026-0015

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How is DRP holdings able to request rezoning when the Fayetteville school district owns most of this land? The two northern parcels are owned by the Fayetteville school District.

> On May 1, 2026, at 1:17 PM, Masters, Jessica <jmasters@fayetteville-ar.gov> wrote:
>
> Steve,
>
> Thank you for following up via email. The subject item is currently queuing up for the May 26 Planning Commission hearing. Neighbors can feel free to email or call me and I will make sure comments get incorporated into staff's final report to the Planning Commission. Further, members of the public may plan to attend the Planning Commission on that day, beginning at 5:30 PM. Please note that it will be on a Tuesday that week, in City Hall room 101, rather than a Monday, due to the Memorial Day holiday.
>
> More information closer to the meeting can be found here: https://www.fayetteville-ar.gov/3947/Public-Meetings-Agendas-Minutes-and-Vide
>
> 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
>
> -----Original Message-----
> From: Steve Barthol <swb729@gmail.com>
> Sent: Friday, May 1, 2026 1:05 PM
> To: Masters, Jessica <jmasters@fayetteville-ar.gov>
> Subject: RZN 2026-0015
>
> 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.
>
> Jessie,
>
> I left a voicemail earlier today, but email may be more convenient. I was wanting to know if you can tell me what stage of the planning process this item is currently in? Also, what are the steps in the process going forward and what is the best way for neighbors to voice their concerns and have their questions answered?
>
> Thanks
>
> Steve Barthol

From: Jammie Ackerman <jammanne@gmail.com>
Sent: Friday, May 8, 2026 5:25 PM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: Opposition to RZN-2026-0015

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 in opposition to this proposed high density development affecting my neighborhood. I have owned my home 11 years on Verona Ln. and highly oppose his development.

Public Comment
RZN-2026-0015

From: Gene Bennett <bennettgene360@gmail.com>
Sent: Sunday, May 10, 2026 2:06 PM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: Opposition to RZN-2026-0015

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 Planning
I am writing to express several concerns regarding the recent rezoning request. While I support affordable housing for Fayetteville, I believe our neighborhood has already contributed significantly, especially following the approval of 274 rental units just south of our location.

My specific concerns are as follows:

1. Flooding Risks: Over the past ten years, water has reached within 15 feet of my back door. I am worried that increasing the amount of developed ground cover will lead to serious flooding issues.
2. Traffic Congestion: Traffic on Vanike Drive is currently at capacity, as it serves as a major thoroughfare for other neighborhoods.
3. Property Values: The introduction of structures that are not comparable to the existing neighborhood will likely reduce our property values.
4. Road Infrastructure: Deane Solomon is already too narrow to support current traffic, even before considering the impact of the 274 units that have already been approved.

Thank you for your time and for considering these points.
Sincerely,
Billy (Gene) Bennett
bennettgene360@gmail.com
479-466-9725

2652 W Vanike Drive

From: Jamie Gardiner <jamiekayg@gmail.com>
Sent: Monday, May 11, 2026 3:31 PM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>; Planning Shared <planning@fayetteville-ar.gov>
Subject: RZN-2026-0015 (North of Vanike Dr)- Formal Opposition to Rezoning RMF-12 and RSF-8

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 writing to voice my opposition to the proposed rezoning of the Fayetteville property located North of Vanike Drive.

As a homeowner on West Ika Lane, located only three houses away from the proposed rezoning property, I am very concerned about the impact this increased density will have on the character and safety of our immediate neighborhood, as well as the wildlife.

I recently relocated to Fayetteville from Portland, Oregon, specifically seeking the peaceful quality of life the city offers. Having experienced firsthand the negative impacts of rapid, unchecked overpopulation and the resulting increase in crime and infrastructure strain in Portland, I am not only very sad, but also very wary of seeing those same patterns emerge here. Fayetteville's appeal lies in its balance of growth and livability; moving toward high- density RMF-12 or even RSF-8 in this specific area threatens that balance. The amount of high-density areas popping up in this specific area alone is already highly concerning.

My primary concerns regarding this rezoning include:

- Lack of infrastructure: Our current roads are already overloaded.
- Property Character: This neighborhood consists of established single-family homes. Adding higher-density residential units is inconsistent with the existing land use.
- Safety and Traffic: Increased density inevitably leads to higher traffic volume on our residential streets, which highly impacts the safety of our quiet community.

I am hopeful that the Planning Commission will consider the long-term integrity of our neighborhood and deny this rezoning request. I would like my opposition to be included in the official public record for this case

Thank you for taking the time to read my email. I hope that we can all keep Fayetteville a quality place to live and a town where we can all be proud to say "I live in Fayetteville".

Sincerely,

Jamie Gardiner

FROM THE DESK OF
Debra Stendel

May 10, 2026
To all Concerned
Fayetteville, Ar

Dear Mayor, City Planning Commission, City Council Members,

I moved to this beautiful city 15 years ago because of its small town feel and its proposed dedication to preserving a natural environment as it grew. I have been sorely disappointed!

As the city continues to grow, priority seems to be given to any developer who wants to rezone for his own benefits, irregardless to how it affects, natural lands, existing neighborhoods , traffic and homeowners.

The planning commission has recently proposed rezoning land near me. I am writing to formally oppose Plan #2026-0015.

I do not believe that the applicant can conclusively demonstrate compliance with Fayetteville's Unified Development Code, infrastructure capacity requirements, traffic safety standards, **drainage obligations** and neighborhood compatibility principles.

Part of the proposed rezoning area includes 9 1/2 acres which are currently "Protected Wetlands." The developers plan to build 12 units/acre on this pristine, "protected" land. How can this even be considered? The rest of the area, (26 + acres) is currently zoned R4 which is comparable to the adjacent neighborhood. The developer has requested rezoning to R 8. This does not fit the compatibility requirements of the development code, it will negatively affect the property values of all the neighboring residents and put severe stress on roads that are already over taxed.

This land has several ponds and a stream which is fed by run off from the field and likely natural springs. Currently the water feeds the ponds in the wetlands area. If that land is built on the stream will not be able to flow naturally and neighboring yards will flood unless diligent planning is applied with details to preventing this problem.

We currently have water issues in our yards because proper drainage was not considered much less enforced when this area was developed. High density housing will further add to this existing problem and I have little confidence that the city will regulate this with the new proposed development.

Neighbors on Vanike Dr. have repeatedly complained to the police department about speeding traffic. DRC Holdings, current plan shows that the only 2 outlets in the proposed development will go through current neighborhoods creating even more dangerous streets due to heavy traffic.

The two "main roads" that run parallel to this proposed development, (Dean Solomon and Salem) are both 2 lane roads with no space for widening. This city needs to work on infrastructure and consider existing roads before it expands residential areas!

There are large parcels of land in the vicinity where this type of housing would not adversely affect existing neighborhoods. I urge you to reinforce existing codes and to implement well thought out planning guides as this city continues to grow.

Under Arkansas zoning law and Fayetteville's planning framework, rezoning decisions must "serve the public welfare and remain consistent with the city's adopted planning principles." I do not see any evidence that the applicant's rezoning request will benefit the city without imposing disproportionate impacts on surrounding neighborhoods.

* I also request that this and all communications, studies, traffic analyses, drainage reports etc, related to this rezoning proposal be fully disclosed to the public prior to any rezoning decision.

*The city needs to require traffic reviews during peak hours, not mid day.

* Drainage and infrastructure reviews be made by independent parties, not just the proposed developer and presented to the public.

* Full transparency of all communications between the developer, financing entities, public officials, and any related parties concerning this proposal and any future rezoning proposals.

Please include this and all residential input in the official record for this application.

Thank you,

Debra Stendel

2600 W Vanike Dr

Fayetteville Ar

From: Jeff Johnson <razorbackjeff@gmail.com>
Sent: Wednesday, May 13, 2026 11:47 AM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: Opposition to Rezoning Petition RZN-2026-0015

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

Dear Fayetteville Planning Department, Commissioners, and Staff,

My name is Jeff Johnson, and I am a resident of an affected neighborhood near the proposed development area on Deane Solomon and Vanike Dr in Northwest Fayetteville. I am writing to formally voice my opposition to the requested rezoning and development associated with Plan Number: RZN-2026-0015. I respectfully urge the Planning Commission to recommend denial of this petition. A rezoning of this magnitude (moving from low-density RSF4 to high-intensity residential) must be held to the highest standard of scrutiny. The applicant has not yet demonstrated that this proposal aligns with the Fayetteville Unified Development Code, existing infrastructure capacities, or the long-term compatibility principles of our neighborhood and other surrounding neighborhoods. Fayetteville has an established precedent of protecting stable neighborhoods from incompatible, high-intensity shifts in land use (e.g., REZONING PETITION RZN 15-5240). Under Arkansas law and Fayetteville's own planning framework, the burden of proof rests entirely on the applicant to demonstrate that this change serves the public welfare. In this case, the proposed density presents an abrupt and harsh transition that is inconsistent with the surrounding character. Furthermore, the city must account for the cumulative traffic load of this

project combined with other pending developments in the immediate corridor, which threatens to degrade the local Level of Service (LOS) to a failing grade.

My primary concerns include but are not limited to the following:

- Spot-zoning and incompatibility with the established character of the surrounding neighborhoods
- Increased traffic burden and safety concerns on already constrained road infrastructure (especially Dean Solomon, Vanike, W Salem, Hwy-112, Ika)
- Storm water, runoff, grading, and downstream drainage impacts affecting neighboring properties especially the storm water flooding that develops behind the north side of Vanike properties during heavy rains due to improper drainage. Also, along the creek and wetlands in and adjacent to Underwood park affecting the South Side of the Creek Meadow Neighborhood.
    - I'm not sure if you recall but the floods in 2011 and also 2008 caused widespread issues in this area of Fayetteville. Improper infrastructure improvements and adequate drainage could lead to increased flooding concerns in the surrounding neighborhoods and in the under construction park as well
- Potential reduction in neighboring property values and quality of life
- Insufficient transition buffering between existing residential uses and the proposed intensity
- The wetland preserve owned by the Northwest Arkansas Land Trust that directly abuts the proposed RMF12 zoning to the south
    - Parts of the entire stretch of proposed RMF12 zoning between the current trail and Deane Solomon stay saturated almost year round
- Precedent-setting impacts for future rezonings inconsistent with the area's historic development pattern.
- Whether existing utilities, emergency services, and transportation infrastructure can adequately support the proposed density/intensity.

Before any vote is taken on this matter, I request that the City:

- Disclose all communications, studies, and staff recommendations related to this application to the public immediately.
- Require independent third-party reviews or studies of all traffic, drainage, and infrastructure assumptions rather than relying solely on data provided by the applicant.
    - This should include the "Next Chapter" community of 270 units/642 Bedrooms that was recently approved for construction South of Underwood Park but not yet built

- Ensure full transparency regarding all communications between the developer, financing entities, and public officials prior to this request.
- Required Infrastructure Analysis
- I further request that the City require the following as a condition of any further consideration:
    - A comprehensive pedestrian connectivity and sidewalk impact analysis to address the dangerous gaps on Deane Solomon between Mt. Comfort and Hwy-112.
    - A developer-funded mitigation plan for sidewalk installation and traffic calming measures on Deane Solomon, W. Salem, Ika Dr., and Vanike Dr.

Please include this letter in the official public record for this application. Thank you for your consideration and your service to the City and Community.

Sincerely,

Jeff Johnson
razorbackjeff@gmail.com
3131 N Night Heron dr, Fayetteville, AR 72704

From: Agatha Kulesza <ackulesza@gmail.com>
Sent: Friday, May 15, 2026 9:01 AM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: Opposition to RZN-2026-0015

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 Planning Commission,

I am writing to oppose the rezoning request RZN-2026-0015. I live in a development near that zone.

That undeveloped area is a protected wetland. I worry that rezoning to higher density will majorly affect drainage and cause flooding in developments nearby (like mine). It seems risky to build high density housing in a wetland that is prone to flooding.

Please consider declining the rezone request and keep the land zoned as it currently is, which allows for fewer homes to be built that will not encroach on the wetland.

Thank you,

Agatha Kulesza

A Concerned Fayetteville Resident

Agatha Kulesza

ackulesza@gmail.com

From: Angie Scheidweiler <ascheidweiler@gmail.com>
Sent: Tuesday, May 19, 2026 2:42 AM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>; Planning Shared <planning@fayetteville-ar.gov>
Subject: RZN-2026-0015 Comments

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've seen the sign about rezoning the land behind my house to a higher density development, and I'd like to voice my opposition to the rezone request.

I'm concerned about more traffic coming through the area. Deane Solomon already has a lot of traffic from the existing neighborhoods, and the church down the road also causes issues. The continuing improvements of Underwood Park will also bring more traffic to the area. It's already difficult to turn out onto 112, and even more housing development will make that much worse. Deane Solomon is also narrow, and doesn't have sidewalks for much of it. I see pedestrians walking on it often. I'm also concerned that the development will connect the roads near my home to Deane Solomon, and new traffic will then zip through my neighborhood.

In addition, I'm concerned about runoff from a new development causing more issues. My backyard already floods with heavy rain. The soil gets waterlogged, and the drainage area behind my fence overflows. It's frequently swampy there, and if it were any worse, it would be pushing water close to my foundation.

I also don't want to lose the greenspace in the area. There's a game trail that runs behind my fence. I see deer, rabbits, and coyotes often. I hear great horned owls, and various other birds. The other side of the field is a very marshy habitat, and I'd like to have the biodiversity preserved.

Beyond that, I am concerned about changing the character of the neighborhood, and the effect on my property value. It's one thing to have similar houses developed, as was intended by the current zoning, but it's another to have twice as many placed in my back yard. With more dense housing, the houses tend to be built taller, and that causes much less privacy, with more people peering into your back yard. Setbacks are smaller, so the neighboring houses are closer, as well.

I do understand the need for Fayetteville to have affordable housing, but there should be a cohesive plan for developing an area. I'm firmly against companies coming in, creating patchwork developments wherever they can squeeze them, to extract as much profit for themselves as they can, at the expense of the existing neighborhoods. I think if there is going to be a change in the

character of a neighborhood, maybe put a decent amount of transitory greenspace in between to alleviate some of the aforementioned problems, and improve the roads and sidewalks to handle the increase in traffic before the development takes place. Have an intentional plan for the entire area that would bring amenities with the increased population, not problems.

Thank You,

Angelin Scheidweiler
3084 N Bentley Rdg

From: Matthew Tomiello <matthewtomiello@icloud.com>

Sent: Monday, May 18, 2026 10:53 PM

To: Planning Shared <planning@fayetteville-ar.gov>

Subject: Opposition to RZN-2026-0015

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.

Greetings,

I live one-half mile from the proposed rezone in a nearby neighborhood. I feel sorry for the single family home property owners adjacent to the proposed rezone. It will devalue their property and make their peaceful Fayetteville neighborhood chaotic. People do not buy homes in neighborhoods like that to find themselves backed up to a multi-story housing complex and it's much too expensive to relocate.

We already feel traffic becoming less safe on Dean Solomon as people regularly speed through it, the increased traffic from Underwood Park construction, and vehicle congestion is increasing causing near impossible left turns onto Hwy 112 at certain times of day.

Lastly, at this very moment we already have multiple (at least 3) high-density developments going up in Fayetteville within about a 2 mile radius of this proposed site (off of Gregg Ave, Van Asche Dr, and Mount Comfort Rd). The Dean Solomon area neighborhoods are much more well suited for single family homes which is what people actually want anyway (not a 4th brand new apartment complex in a small radius just this year!).

Thank you,

Matthew Tomiello

Fayetteville Arkansas Resident/Citizen

-----Original Message-----
From: Janan Lane <jlane58@att.net>
Sent: Tuesday, May 19, 2026 5:42 PM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>
Cc: Moore, Sarah <sarah.moore@fayetteville-ar.gov>
Subject: Opposition to RZN-2026-2015

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

Dear Fayetteville Planning Commissioners, Planning Staff, City Officials,

My name is Dr Janan R Lane. I am a resident of Creek Meadows, an affected neighborhood near the proposed development area on Deane Solomon Road. I am writing to formally voice my opposition to the requested rezoning and development associated with Plan Number: RZN-2026-0015.

I respectfully urge the Planning Commission to recommend denial of this petition. A rezoning of this magnitude, moving from low-density greenfield to high-intensity residential must be held to the highest standard of scrutiny. The applicant has not yet demonstrated that this proposal aligns with the Fayetteville Unified Development Code, existing infrastructure capacities, or the long-term compatibility principles of our neighborhood.

My primary concerns include:

• Spot-zoning and incompatibility with the established character of the surrounding neighborhood.

• Increased traffic burden and safety concerns on already constrained road infrastructure (especially Dean Solomon, Vanike, W Salem, Hwy-112) with frequent wildlife crossings throughout.

• Increased pedestrian foot traffic on Dean Solomon which has incomplete sidewalk access going both north and south of Vanike with significant current bike and foot traffic as well.

• Stormwater, runoff, grading, and downstream drainage impacts affecting neighboring properties. Due to improper current drainage, stormwater flooding develops at the low flow point for the entire area along Clabber Creek, the north side of Vanike and N Harrier Dr during heavy rains. Clabber Creek flooded in April 2017 with Dean Solomon at and around the Clabber Creek crossing and Creek Meadows streets water filled, flowing like rivers.

• Potential reduction in neighboring property values and quality of life in yards and outdoor spaces including public lands during construction and after.

• Insufficient transition buffering between existing residential uses and the proposed intensity.

• The wetland preserves and natural habitat of numerous animal species.

• Precedent-setting impacts for future rezoning inconsistent with the area's historic development pattern.

• Whether existing utilities, emergency services, and transportation infrastructure can adequately support the proposed density and intensity during and after construction.

• Significant increase in noise, air, water and light pollution on properties including the preserve and trail during and after construction.

Fayetteville has an established precedent of protecting stable neighborhoods from incompatible, high-intensity shifts in land use (e.g., REZONING PETITION RZN 15-5240). Under Arkansas law and Fayetteville's own planning framework, the burden of proof rests entirely on the applicant to demonstrate that this change serves the public welfare. In this case, the proposed density presents an abrupt and harsh transition that is physically and visually inconsistent with the surrounding character. Furthermore, the city must account for the cumulative traffic load of this project combined with other pending developments in the immediate corridor threatening the local Level of Service (LOS) to a failing grade.

In an effort to have full transparency and allow possible mitigation prior to any vote on this matter, I request that the City:

● Disclose all communications, studies, and staff recommendations related to this application to the public immediately.

● Require independent third-party reviews of all traffic, drainage, and infrastructure assumptions rather than relying solely on the data provided by the applicant. This should include the uphill community of 270 units that was recently approved for construction but not yet built.

● Ensure full transparency regarding all communications between the developer, financing entities, and public officials prior to this request.

I further request that the City require the following as a condition of any further consideration:

● A comprehensive pedestrian connectivity and sidewalk impact analysis to address the dangerous gaps on Deane Solomon between Mt. Comfort and Hwy-112.

● A developer-funded mitigation plan for sidewalk installation and traffic calming measures on Deane Solomon, W. Salem, Ika Dr., and Vanike Dr.

Please include this letter in the official public record for this application. Thank you for your commitment to responsible growth and your service to the residents of Fayetteville.

Sincerely,

Janan R Lane

Public Comment
RZN-2026-0015

jlane58@att.net

3021 N Night Heron Drive

Fayetteville, AR 72704

From: Zack Hulett <zhulett@gmail.com>
Sent: Tuesday, May 19, 2026 6:26 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>; Cabe, Matthew <matthew.cabe@fayetteville-ar.gov>; Castin, Nick <nick.castin@fayetteville-ar.gov>; Werner, Nick <nick.werner@fayetteville-ar.gov>; Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: Formal Opposition to Rezoning Petition RZN-2026-0015 - Zachary Hulett

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

Dear Fayetteville Planning Commissioners and Planning Staff,

My name is Zachary Hulett, and I am a resident of the Crystal Springs subdivision near the proposed development area on Deane Solomon. I am writing to formally voice my opposition to the requested rezoning associated with Plan Number: RZN-2026-0015.

I respectfully urge the Planning Commission to recommend denial of this petition. A rezoning of this magnitude—moving from low-density greenfield to high-intensity residential—must be held to the highest standard of scrutiny. The applicant has not yet demonstrated that this proposal aligns with the Fayetteville Unified Development Code, existing infrastructure capacities, or the long-term compatibility principles of our neighborhood.

My primary concerns include:

*Incompatibility of Custom CPZD Zoning: The ~9.6-acre parcel (Parcel 765-23602-000) is currently a Commercial Planned Zoning District (CPZD). Moving to a generic RMF-12 designation ignores the "Bill of Assurance" and specific community benefits promised when this PZD was originally enacted.

*Infrastructure Friction & Cumulative Traffic: The city must account for the cumulative traffic load of this project combined with the 270-unit "Next Chapter" development. Together, these projects represent nearly 4,800 daily vehicle trips on roads like Deane Solomon and Vanike Dr that lack the capacity for such intensity.

*Low Infill Priority: According to the City's own Infill Matrix Score, this area lacks the proximity to transit, paved trails, and urban infrastructure required to justify a high-density RMF-12 designation.

*Stormwater & Environmental Risk: This greenfield site contains potential wetland habitats and already suffers from drainage issues where heavy rains cause flooding behind Vanike properties.

*Safety & Pedestrian Gaps: There are dangerous sidewalk gaps on Deane Solomon between Mt. Comfort and Hwy-112 that cannot support the increased pedestrian foot traffic of ~530 new residential units.

*The Case for Incompatibility

Fayetteville has an established precedent of protecting stable neighborhoods from incompatible, high-intensity shifts (e.g., RZN 15-5240). Under Arkansas law and Fayetteville's planning framework, the burden of proof rests entirely on the applicant to demonstrate that this change serves the public welfare. This proposal fails that test by creating an abrupt transition that is physically and visually inconsistent with the surrounding character.

Formal Requests for Transparency and Mitigation

Before any vote is taken, I request that the City:

Require independent third-party reviews of traffic, drainage, and infrastructure assumptions rather than relying on applicant-provided data.

Disclose the original PZD Master Plan and Ordinance for the CPZD parcel to determine what green space and quality-of-life protections were previously guaranteed to the city.

Perform a pedestrian connectivity analysis and require a developer-funded mitigation plan for sidewalk installation and traffic calming on Deane Solomon, W. Salem, Ika Dr., and Vanike Dr.

Please include this letter in the official public record for this application. Thank you for your commitment to responsible growth and your service to Fayetteville residents.

Sincerely,

Zachary Hulett

2570 W Vanike, Fayetteville, AR 72704

zhulett@gmail.com

From: Carly Grace <carly.grace@gmail.com>
Sent: Tuesday, May 19, 2026 6:27 PM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>; Planning Shared <planning@fayetteville-ar.gov>; 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>; Cabe, Matthew <matthew.cabe@fayetteville-ar.gov>; Castin, Nick <nick.castin@fayetteville-ar.gov>; Werner, Nick

<nick.werner@fayetteville-ar.gov>; Moore, Sarah <sarah.moore@fayetteville-ar.gov>; Wiederkehr, Mike <mike.wiederkehr@fayetteville-ar.gov>
Subject: Opposition to Rezoning Petition RZN-2026-0015 - Carly Grace

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 City Council reps, Planning Commissioners, and Planning Staff,

I am a Fayetteville resident living near the proposed development area on Vanike, and I am writing to formally oppose the rezoning request associated with Plan Number RZN-2026-0015.

While I support the need for affordable and attainable housing in Fayetteville, I am deeply concerned that these developments continue to be concentrated disproportionately in West Fayetteville rather than distributed equitably throughout the city. Affordable housing should be integrated across all areas of Fayetteville, including East Fayetteville, instead of repeatedly placing higher-density projects along the city's western edge.

Although this property technically falls within the city's infill footprint, it sits on the far western boundary of Fayetteville and does not function as true centralized infill development. Rezoning this property from commercial to RMF-12 moves the area further away from balanced mixed-use planning and undermines the City's stated New Urbanism goals.

A core principle of New Urbanism is reducing dependency on automobiles by creating walkable environments where housing, services, retail, and daily needs are interconnected. This proposal does the opposite. **Residents of this development would have virtually no walkable destinations beyond a gas station and would be forced to drive over a mile for groceries, restaurants, or services.** Increasing residential density without corresponding commercial infrastructure will intensify traffic congestion rather than reduce it.

Traffic and pedestrian safety are already major concerns along Dean Solomon, Vanike, W. Salem, and Highway 112. Dean Solomon in particular lacks continuous sidewalk connectivity both north and south of Vanike, creating unsafe conditions for pedestrians today. Adding substantial residential density before these deficiencies are corrected would place additional strain on roads that are already struggling with capacity and safety. **Furthermore, changes are underway which will increase traffic-- the project south of underwood park, the opening of underwood park, and the reconfiguration of 112 will all 3 add traffic that cannot yet be studied. It would be impossible to have an accurate traffic study in place until these changes are made,so a rezone would be unwise at this point with a moot traffic study. It would be reckless.**

I strongly urge the City to deny this rezone at present until present changes to the area can be completed, and impact felt. then The city should then conduct its own independent traffic and infrastructure analyses rather than relying solely on developer-provided studies. This is especially

important given the significant ongoing and future changes in the corridor. Traffic patterns in this area are actively changing, making any current traffic study inherently limited and potentially unreliable as a basis for long-term rezoning decisions.

Approving a rezoning of this scale before those regional transportation impacts are fully realized would be premature and irresponsible.

Additional concerns include:

• Stormwater runoff, grading, and downstream drainage impacts affecting neighboring properties, including recurring flooding issues behind homes on the north side of Vanike during heavy rains

-RMF 12 being too dense and out of touch with the neighboring zones.

• Incompatibility with the established character and development pattern of the surrounding neighborhood;

• Increased pedestrian safety risks due to incomplete sidewalk infrastructure;

• Insufficient transition buffering between existing residential uses and the proposed density;

• Impacts on wetlands, wildlife habitat, and natural open space;

• Questions regarding whether existing utilities, emergency services, and transportation infrastructure can adequately support the proposed intensity.

I respectfully request that the Planning Commission and City Council deny this rezoning request.

I also request that:

• All communications, studies, traffic analyses, drainage reports, and staff recommendations related to this application be fully disclosed to the public;

• The City require independent review of traffic, drainage, and infrastructure assumptions rather than relying solely on applicant-provided analyses;

• Public comments from adjacent residents receive substantial consideration prior to any vote;

• Full transparency be provided regarding communications between the developer, financing entities, public officials, and related parties concerning future land use associated with this rezoning request.

Before any approval is considered, the City should also require:

• A comprehensive pedestrian connectivity and sidewalk impact analysis;

• Identification of all sidewalk gaps and unsafe pedestrian corridors along Dean Solomon from Mount Comfort to Highway 112;

• A developer-funded plan for sidewalk installation and connectivity improvements;

• Evaluation of traffic calming measures and pedestrian safety mitigation along Dean Solomon Road, W. Salem, and Vanike Drive.

Please include this email in the official public record for this application.

Thank you for your consideration and your service to Fayetteville residents.

Sincerely,

Carly Grace

Night Heron Drive

From: Greg Thomas <gregthomas615@gmail.com>
Sent: Wednesday, May 20, 2026 3:15 AM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: Re: RZN-2026-0015

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.

Jessie,

Thank you for taking the time to respond to my email. I am writing to formally oppose this rezoning request based on the concerns outlined below.

First, in 2016 a rezoning request was considered in the nearby area for the Underwood Park development. At that time, the rezoning was rejected for several reasons, many of which remain directly applicable today.

A primary factor cited by commission members in 2016 was traffic. At that time, no traffic study had been conducted for Deane Solomon Road, and the commission determined it could not reasonably conclude that the roadway could support the additional homes proposed. Since then, no improvements have been made to Deane Solomon Road, no traffic study has been conducted on the existing roadway, and—most critically—the City has approved multiple housing developments along Deane Solomon that have significantly increased traffic volume.

Since 2016, Deane Solomon Road has seen the construction of 289 homes, with an additional 274 homes recently approved as part of the Underwood Park development. Allowing further development along this corridor without meaningful safety improvements or a comprehensive traffic study would be irresponsible. To put this in perspective, since the 2016 rezoning request was denied due to publicly stated traffic concerns, the daily volume of vehicles on Deane Solomon Road has effectively tripled.

Second, the 2016 rezoning request was also denied due to incompatibility with surrounding neighborhoods. That proposal, similar to the current RMF request, involved placing multifamily zoning deep within an established RSF neighborhood. Since that time, all approved RMF rezonings

within this area of the city have occurred along larger roadways with existing infrastructure, most notably Mount Comfort Road and Garland Avenue. Approving an RMF-12 development this far into an established RSF area has no precedent within this area of the city and is inconsistent with the City's 2030 Strategic Plan. A PZD classification would be far more appropriate and consistent with surrounding neighborhood development patterns.

Finally, city officials in 2016 identified significant concerns related to the creek watershed running through Underwood Park and the associated flooding issues. While it has been stated that the City's development code is sufficient to protect properties along this watershed, ongoing development has demonstrated otherwise. Continued construction along this corridor has resulted in increased floodplain elevations and greater volumes of stormwater being directed into the creek.

While I understand that individual developments may control the ***rate*** of stormwater discharge, the City's development code does not adequately address the cumulative ***volume*** of stormwater being introduced into the watershed. Additional development on this parcel would increase impervious surface area, further increasing stormwater volume routed directly to the creek rather than allowing for natural infiltration. This poses increased risks, including longer durations of inundation affecting nearby properties and vital facilities.

Importantly, in 2016 city officials explicitly acknowledged these concerns and stated that any development in this area would need to meet Low Impact Development (LID) requirements to have a chance of avoiding negative impacts. Due to the absence of such commitments, the rezoning request at that time was ultimately denied. The current rezoning proposal makes no commitment to LID standards and therefore should not be approved based on the precedent previously established by the City. Once again, pleas recall that and additional 563 homes have been developed within this watershed since these statements were made, making this Rezoning far more impactful

Thank you for your consideration of these concerns.

Respectfully,

Greg Thomas

Adrianna Carter

2992 W Marble Dr

Fayetteville, AR 72704

May 19, 2026

Planning Commission

113 W Mountain Street, Suite 219

Fayetteville, AR 72701

RE: RZN-2026-0015

Dear Planning Commissioners:

As a resident of the neighboring community just west of the proposed rezoning for nearly six years, I would like to offer my comments regarding RZN-2026-0015.

I support responsible and appropriately scaled growth in Fayetteville; however, I believe this proposal raises significant compatibility and infrastructure concerns that have not been adequately resolved. The proposed rezoning substantially increases residential intensity despite acknowledged sewer capacity issues, partially improved roadway infrastructure, unresolved drainage considerations, and insufficiently defined mitigation measures.

Beginning with sewer capacity, the City's own engineering review identifies that "there are known wet weather sewer capacity issues identified in the City's 2025 Sewer Master Plan that appear directly in front of the property in the system." (Source: RZN-2026-0015-ENG Comments.docx) Given that known infrastructure concerns already exist, approving a substantial increase in residential density raises legitimate questions regarding whether the existing system can reliably support RMF-12 intensity without placing additional strain on public infrastructure and services.

Road infrastructure is another major concern. North Deane Solomon Road, from North Shiloh Drive to Highway 112, spans approximately 1.65 miles as a two-way road without a single traffic light, roadway lighting system, or consistently connected sidewalks. The City's engineering review further notes that "North Deane Solomon Road is a Partially improved Residential Link Street with asphalt paving and open ditches." (Source: RZN-2026-0015-ENG Comments.docx) The roadway network serving the site is not fully built to urban standards despite the proposed increase in residential intensity.

The proposed intensity may also negatively affect neighboring residential desirability and long-term neighborhood stability. The cumulative impacts of the nearby Underwood Park development, increased residential density, parking areas, lighting, and associated activity levels raise additional concerns regarding neighborhood compatibility, nighttime light spillover, noise, and loss of privacy for adjacent single-family residents. Existing residents purchased homes in an area historically characterized by low-density single-family development patterns and reasonable expectations of compatibility with surrounding land uses.

Additionally, the proposed RMF-12 zoning raises compatibility concerns related to potential multi-story development near the established single-family neighborhoods, including overlooking backyard privacy, increased lighting spillover, and greater overall activity intensity. While landscape buffering may eventually help some impacts, newly planted vegetation often requires many years before providing meaningful screening between higher-intensity multifamily development and neighboring homes.

Another concern is that many details remain undefined at the rezoning stage. City documents repeatedly state that improvements or drainage considerations will be "determined at time of development." Critical infrastructure mitigation measures should be clearly understood before granting substantially increased development rights.

Hydric soils and potential wetlands are another important consideration in this area. The City's engineering comments acknowledge the presence of hydric soils on the property, which suggests additional environmental and stormwater management considerations that warrant careful evaluation before substantial density increases are approved.

For these reasons, I respectfully urge the Planning Commission to deny the proposed rezoning request as currently submitted or alternatively require a substantially lower-intensity transition that is more compatible with the surrounding neighborhood and existing infrastructure.

Thank you for providing residents the opportunity to express their concerns regarding this proposal.

Sincerely,

Adrianna Carter

Public Comment
Post Agenda Session

From: Nicole <kieryalise@gmail.com>
Sent: Tuesday, May 12, 2026 11:43 AM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: Proposed rezone of parcels 765-16658-101 and 765-23602-000

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 morning,

I am writing to you regarding a rezoning notice for the parcels 765-16658-101 and 765-23602-000. My understanding is that these areas are currently listed as protected wetland areas. Even if they are not, they do regularly flood, act as a water-sink for the nearby areas, and are home to a herd of deer and many other types of riparian wildlife.

Yes, we need dense housing in order to promote Fayetteville to grow in good ways. However, backfilling a floodplain in an area that already has drainage problems to add more housing is NOT the answer. Beyond the wildlife use, this area is along a popular walking trail, the Clabber Creek Trail, and will impact people's ability to enjoy the trail and experience nature.

Please do not allow the rezoning as requested. There are plenty of other places that houses can be placed that will not interfere in the same way.

Thank you!

From: ASHLEE STEWMAN <stew7014@yahoo.com>
Sent: Thursday, May 21, 2026 9:54 PM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: Fw: Formal Opposition to Rezoning Petition RZN-2026-0015 - Ashlee Smith

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.

My email that was sent in opposition to Rezoning Petition RZN-2026-0015 - was not included in the agenda. My email was sent May 11. It looks like many of our emails were not included. Many of us are opposed to this rezoning and would like to be heard. Thank you

----- Forwarded Message -----

From: "ASHLEE STEWMAN" <stew7014@yahoo.com>

To: "planning@fayetteville-ar.gov" <planning@fayetteville-ar.gov>

Cc:

Sent: Thu, May 21, 2026 at 9:47 PM

Public Comment
Post Agenda Session

From: Nicole <kieryalise@gmail.com>
Sent: Tuesday, May 12, 2026 11:43 AM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: Proposed rezone of parcels 765-16658-101 and 765-23602-000

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Good morning,

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Yes, we need dense housing in order to promote Fayetteville to grow in good ways. However, backfilling a floodplain in an area that already has drainage problems to add more housing is NOT the answer. Beyond the wildlife use, this area is along a popular walking trail, the Clabber Creek Trail, and will impact people's ability to enjoy the trail and experience nature.

Please do not allow the rezoning as requested. There are plenty of other places that houses can be placed that will not interfere in the same way.

Thank you!

From: ASHLEE STEWMAN <stew7014@yahoo.com>
Sent: Thursday, May 21, 2026 9:54 PM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: Fw: Formal Opposition to Rezoning Petition RZN-2026-0015 - Ashlee Smith

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My email that was sent in opposition to Rezoning Petition RZN-2026-0015 - was not included in the agenda. My email was sent May 11. It looks like many of our emails were not included. Many of us are opposed to this rezoning and would like to be heard. Thank you

----- Forwarded Message -----

From: "ASHLEE STEWMAN" <stew7014@yahoo.com>

To: "planning@fayetteville-ar.gov" <planning@fayetteville-ar.gov>

Cc:

Sent: Thu, May 21, 2026 at 9:47 PM

Public Comment
Post Agenda Session

Subject: Fw: Formal Opposition to Rezoning Petition RZN-2026-0015 - Ashlee Smith

My email was not included on the agenda. It was sent May 11!

Yahoo Mail: Search, Organize, Conquer

----- Forwarded Message -----

From: "ASHLEE STEWMAN" <stew7014@yahoo.com>

To:

Cc:

Sent: Mon, May 11, 2026 at 3:48 PM

Subject: Formal Opposition to Rezoning Petition RZN-2026-0015 - Ashlee Smith

Dear Fayetteville Planning Commissioners and Planning Staff,

My name is Ashlee Smith, and I am a resident of an affected neighborhood near the proposed development area on Deane Solomon. I am writing to formally voice my opposition to the requested rezoning and development associated with **Plan Number: RZN-2026-0015.**

I respectfully urge the Planning Commission to recommend denial of this petition. A rezoning of this magnitude—moving from low-density greenfield to high-intensity residential—must be held to the highest standard of scrutiny. The applicant has not yet demonstrated that this proposal aligns with the Fayetteville Unified Development Code, existing infrastructure capacities, or the long-term compatibility principles of our neighborhood.

My primary concerns include:

- Spot-zoning and incompatibility with the established character of the surrounding neighborhood.
- Increased traffic burden and safety concerns on already constrained road infrastructure (especially Dean Solomon, Vanike, W Salem, Hwy-112).
- Stormwater, runoff, grading, and downstream drainage impacts affecting neighboring properties (especially the stormwater flooding that develops behind the north side of Vanike properties during heavy rains due to improper drainage).
- Potential reduction in neighboring property values and quality of life.
- The wetland preserve and natural habitat of numerous animal life.
- Precedent-setting impacts for future rezonings inconsistent with the area's historic development pattern. • Whether existing utilities, emergency services, and transportation infrastructure can adequately support the proposed density/intensity.

The Case for Incompatibility and Infrastructure Friction

Public Comment
Post Agenda Session

Fayetteville has an established precedent of protecting stable neighborhoods from incompatible, high-intensity shifts in land use (e.g., **REZONING PETITION RZN 15-5240**). Under Arkansas law and Fayetteville's own planning framework, the burden of proof rests entirely on the applicant to demonstrate that this change serves the public welfare.

In this case, the proposed density presents an abrupt and harsh transition that is physically and visually inconsistent with the surrounding character. Furthermore, the city must account for the **cumulative traffic load** of this project combined with other pending developments in the immediate corridor, which threatens to degrade the local Level of Service (LOS) to a failing grade.

Formal Requests for Transparency and Mitigation

Before any vote is taken on this matter, I request that the City:

- **Disclose all communications,** studies, and staff recommendations related to this application to the public immediately.
- **Require independent third-party reviews** of all traffic, drainage, and infrastructure assumptions rather than relying solely on data provided by the applicant. This should include the "Next Chapter" community of 170 units that was recently approved for construction but not yet built.
- **Ensure full transparency** regarding all communications between the developer, financing entities, and public officials prior to this request.

Required Infrastructure Analysis

I further request that the City require the following as a condition of any further consideration:

- A comprehensive **pedestrian connectivity and sidewalk impact analysis** to address the dangerous gaps on Deane Solomon between Mt. Comfort and Hwy-112.
- A developer-funded **mitigation plan** for sidewalk installation and traffic calming measures on Deane Solomon, W. Salem, Ika Dr., and Vanike Dr.

Please include this letter in the official public record for this application. Thank you for your commitment to responsible growth and your service to the residents of Fayetteville.

Sincerely,

Ashlee Smith

stew7014@yahoo.com

2555 W Vanike dr.

Public Comment
Post Agenda Session

From: Masters, Jessica
Sent: Friday, May 22, 2026 8:34 AM
To: Greg Thomas <gregthomas615@gmail.com>
Subject: RE: LID on Rezoning request. RZN- 2026-0015

Good morning,

The overall PZD Ordinance and related information can be found attached. This was part of a multi-acre effort to preserve Wilson Springs.

Between zoning regulations and the City's typical development requirements, the City already has quite a bit of control over what developments can look like. That said, a PZD might be able to offer a development more custom approach, or add prescriptive design elements, or other requirements to ensure a specific outcome. A PZD is never required for a development.

The development process is the same whether a property is developed under a PZD or not; developments still have to meet the minimum standards, including tree preservation requirements, that are established by the Unified Development Code.

Tree preservation requirements can be found here: https://library.municode.com/ar/fayetteville/codes/code_of_ordinances?nodeId=CD_ORD_TITXVUNDECO_CH167TRPRPR

If you have questions about how these work, I recommend reaching out to Willa Thomason (wthomason@fayetteville-ar.gov) or Bethany Douglas (bdouglas@fayetteville-ar.gov) who can walk you through specific questions.

I will do my best to continue answering your questions, but I am in court today for a jury trial so will be largely unavailable. Please be assured that we are working on getting all public comment to the Planning Commission.

Jessie

Jessie Masters, AICP

From: Greg Thomas <gregthomas615@gmail.com>
Sent: Friday, May 22, 2026 3:41 AM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>; Planning Shared <planning@fayetteville-ar.gov>
Subject: Re: LID on Rezoning request. RZN- 2026-0015

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.

Public Comment
Post Agenda Session

Jessie,

Also, are you able to provide additional information on the original Rezoning in 2003, or shed light on the CPZD restrictions that are on the site today? It seems like this area would be a great candidate for one of the clever PZD projects that have been developed across town. I've been impressed with these projects as they have maintained the character of neighborhoods and really added value to the surrounding communities by providing increased density along with smart gathering spots that can build a community bond. But I'm curious if the 2003 rezone put too many restrictions on allowing this type of development to happen. What would the proposed 2003 RMF-4 zoning look like if developed?

Secondly, the city is investing quite a bit of time and money in this area near underwood park. It could potentially turn into the area surround gulley park if controlled properly. It seems like RMF-12 zoning relinquishes some of the city's control over the development. With all the investment and opportunity specific to this site, wouldn't a PZD be fitting to ensure this gets developed with the right intention? In a similar thought, isn't the rest of the underwood park development along deane solomon going to follow the PZD process?

Lastly, is the 20-25% tree preservation requirement a "per tree" requirement or does it account for the square feet of canopy provided. While this site has thousands of trees, I feel that the code could allow the developer to remove ALL of the larger mature trees in favor of keeping 25% of the smaller diameter trees at more convenient for development locations. I feel like this does not meet the intent of the code, especially for a site with as many mature trees as this.

I look forward to hearing back from you!

Thanks! -Greg

On Thu, May 21, 2026 at 11:05 PM Greg Thomas <gregthomas615@gmail.com> wrote:

Hi Jessie,

Does the planning commission or city council have the authority to require a project to utilize the City's LID guidelines? Additionally, does the new underwood park residential development utilize LID guidelines?

Thank you!

Greg

From: Christina and Jon Felker <felkercj@gmail.com>
Sent: Friday, May 22, 2026 8:21 AM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: Formal Opposition to Rezoning Petition RZN-2026-0015 - Christina Felker

Public Comment
Post Agenda Session

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

Dear Fayetteville Planning Commissioners and Planning Staff,
My name is Christina Felker, and I am a resident of an affected neighborhood near the proposed development area on Deane Solomon. I am writing to formally voice my opposition to the requested rezoning and development associated with Plan Number: RZN-2026-0015.
I respectfully urge the Planning Commission to recommend denial of this petition. A rezoning of this magnitude—moving from low-density greenfield to high-intensity residential—must be held to the highest standard of scrutiny. The applicant has not yet demonstrated that this proposal aligns with the Fayetteville Unified Development Code, existing infrastructure capacities, or the long-term compatibility principles of our neighborhood.
My primary concerns include:
• Spot-zoning and incompatibility with the established character of the surrounding neighborhood.
• Increased traffic burden and safety concerns on already constrained road infrastructure (especially Dean Solomon, Vanike, W Salem, Hwy-112).
• Stormwater, runoff, grading, and downstream drainage impacts affecting neighboring properties (especially the stormwater flooding that develops behind the north side of Vanike properties during heavy rains due to improper drainage).
• Potential reduction in neighboring property values and quality of life.
• Insufficient transition buffering between existing residential uses and the proposed intensity.
• The wetland preserve and natural habitat of numerous animal life.
• Precedent-setting impacts for future rezonings inconsistent with the area's historic development pattern.
• Whether existing utilities, emergency services, and transportation infrastructure can adequately support the proposed density/intensity.
The Case for Incompatibility and Infrastructure Friction
Fayetteville has an established precedent of protecting stable neighborhoods from incompatible, high-intensity shifts in land use (e.g., REZONING PETITION RZN 15-5240).
Under Arkansas law and Fayetteville's own planning framework, the burden of proof rests entirely on the applicant to demonstrate that this change serves the public welfare.
In this case, the proposed density presents an abrupt and harsh transition that is physically and visually inconsistent with the surrounding character. Furthermore, the city must account for the cumulative traffic load of this project combined with other pending developments in the immediate corridor, which threatens to degrade the local Level of Service (LOS) to a failing grade.
Formal Requests for Transparency and Mitigation
Before any vote is taken on this matter, I request that the City:

● Disclose all communications, studies, and staff recommendations related to this

application to the public immediately.

● Require independent third-party reviews of all traffic, drainage, and infrastructure assumptions rather than relying solely on data provided by the applicant. This should include the “Next Chapter” community of 170 units that was recently approved for construction but not yet built.

● Ensure full transparency regarding all communications between the developer, financing entities, and public officials prior to this request.

Required Infrastructure Analysis

I further request that the City require the following as a condition of any further consideration:

● A comprehensive pedestrian connectivity and sidewalk impact analysis to address the dangerous gaps on Deane Solomon between Mt. Comfort and Hwy-112.

● A developer-funded mitigation plan for sidewalk installation and traffic calming measures on Deane Solomon, W. Salem, Ika Dr., and Vanike Dr.

Please include this letter in the official public record for this application. Thank you for your commitment to responsible growth and your service to the residents of Fayetteville.

Sincerely,
Christina Felker
felkercj@gmail.com
2722 Vanike Dr. Fayetteville Arkansas 72704

Christina Felker

From: Lori Sherman <lorisherman17@gmail.com>
Sent: Tuesday, May 19, 2026 10:19 PM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: Opposition to RZN-2026-0015

We firmly oppose the rezoning of the property off of Dean Solomon Road. The rezoning of this property does not make sense. The residential areas on this street will be taken over by too many apartment buildings and therefore will increase traffic along this road and will keep our neighborhoods from being a neighborhood community. There are already too many apartment buildings taking over the west side of Fayetteville. Safety on the streets will decline. Rezoning will create noise and decrease the value of homes in which many home owners have invested with their hard earned money not ever thinking that apartment buildings would be right next door to their homes. Let’s be fair and understanding of the requests you are hearing from many home owners.

Creek Meadow resident

Lori Sherman

Public Comment
Post Agenda Session

From: Hunter Smith <hdsmith24@yahoo.com>
Sent: Wednesday, May 20, 2026 11:18 AM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: Request to Preserve Existing Wetland from Residential Rezoning: Parcels 765-16658-10 and 765-23602-000

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 a resident of Fayetteville whose neighborhood directly borders the natural wetland currently proposed for residential rezoning. I respectfully urge the City to preserve this land in its current state, as its environmental and community value far exceeds the short-term benefits of residential development.

This wetland provides critical, well-documented benefits to Fayetteville residents and municipal infrastructure, including:

- **Flood mitigation:** Absorbs and slows stormwater, reducing downstream flooding and damage to public infrastructure.
- **Water quality protection:** Naturally filters pollutants, sediments, and nutrients before they enter local waterways and drinking-water sources.
- **Erosion control:** Stabilizes soils and streambanks, protecting adjacent properties and city assets.
- **Wildlife habitat:** Supports birds, pollinators, amphibians, and native species essential to local biodiversity.
- **Climate resilience:** Stores carbon, moderates local temperatures, and buffers the impacts of extreme weather.
- **Groundwater recharge:** Allows water to infiltrate and replenish aquifers, supporting long-term water supply.
- **Public health and quality of life:** Provides open space, scenic value, noise buffering, and proven mental-health benefits for nearby residents.
- **Economic value:** Reduces long-term municipal costs for stormwater management, flood control, and water treatment, while supporting nearby property values.
- **Regulatory alignment:** Supports state and federal environmental objectives and reduces future mitigation and compliance risks.

Public Comment
Post Agenda Session

Once a natural wetland is developed, its functions cannot be fully restored. I respectfully ask the City to reconsider rezoning this land and to prioritize long-term environmental resilience and community well-being.

Thank you for your time and consideration.

Sincerely,
Hunter Smith

From: Alyssa Lindau <alyssa.r.lindau@gmail.com>
Sent: Wednesday, May 20, 2026 7:06 PM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: Formal Opposition to Rezoning Petition RZN-2026-0015 - Alyssa Dimitrov

Dear Fayetteville Planning Commissioners and Planning Staff,

My name is Alyssa Dimitrov, and I am a resident of an affected neighborhood near the proposed development area on Deane Solomon. I am writing to formally voice my opposition to the requested rezoning and development associated with **Plan Number: RZN-2026-0015**.

I respectfully urge the Planning Commission to recommend **denial** of this petition. A rezoning of this magnitude—moving from low-density greenfield to high-intensity residential—must be held to the highest standard of scrutiny. The applicant has not yet demonstrated that this proposal aligns with the Fayetteville Unified Development Code, existing infrastructure capacities, or the long-term compatibility principles of our neighborhood.

My primary concerns include:

• Spot-zoning and incompatibility with the established character of the surrounding neighborhood.

• Increased traffic burden and safety concerns on already constrained road infrastructure (especially Dean Solomon, Vanike, W Salem, Hwy-112).

• Potential reduction in neighboring property values and quality of life.

• Insufficient transition buffering between existing residential uses and the proposed intensity. • The wetland preserve and natural habitat of numerous animal life.

• Precedent-setting impacts for future rezonings inconsistent with the area's historic development pattern.

• Whether existing utilities, emergency services, and transportation infrastructure can adequately support the proposed density/intensity.

The Case for Incompatibility and Infrastructure Friction

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Fayetteville has an established precedent of protecting stable neighborhoods from incompatible, high-intensity shifts in land use (e.g., **REZONING PETITION RZN 15-5240**). Under Arkansas law and Fayetteville's own planning framework, the burden of proof rests entirely on the applicant to demonstrate that this change serves the public welfare.

In this case, the proposed density presents an abrupt and harsh transition that is physically and visually inconsistent with the surrounding character. Furthermore, the city must account for the **cumulative traffic load** of this project combined with other pending developments in the immediate corridor, which threatens to degrade the local Level of Service (LOS) to a failing grade.

Formal Requests for Transparency and Mitigation

Before any vote is taken on this matter, I request that the City:

● **Disclose all communications**, studies, and staff recommendations related to this application to the public immediately.

● **Require independent third-party reviews** of all traffic, drainage, and infrastructure assumptions rather than relying solely on data provided by the applicant. This should include the "Next Chapter" community of 270 units that was recently approved for construction but not yet built.

● **Ensure full transparency** regarding all communications between the developer, financing entities, and public officials prior to this request.

Required Infrastructure Analysis

I further request that the City require the following as a condition of any further consideration:

● A comprehensive **pedestrian connectivity and sidewalk impact analysis** to address the dangerous gaps on Deane Solomon between Mt. Comfort and Hwy-112.

● A developer-funded **mitigation plan** for sidewalk installation and traffic calming measures on Deane Solomon, W. Salem, Ika Dr., and Vanike Dr.

Please include this letter in the official public record for this application. Thank you for your commitment to responsible growth and your service to the residents of Fayetteville.

Sincerely,

Alyssa Dimitrov (A resident tired of cash-grabbing developers)

3186 N Bentley Rdg, Fayetteville AR 72704

(303) 408-1529

Public Comment
Post Agenda Session

From: Grayson Barber <gmbarber91@gmail.com>
Sent: Friday, May 22, 2026 8:22 AM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: Fwd: Formal Opposition to Rezoning Petition RZN-2026-0015 - Grayson Barber

Hello, I tried to send this May 19 but it didn't make it into the rezoning packet. Thanks.

---------- Forwarded message ---------
From: **Grayson Barber** <gmbarber91@gmail.com>
Date: Tue, May 19, 2026 at 9:47 PM
Subject: Formal Opposition to Rezoning Petition RZN-2026-0015 - Grayson Barber
To:

Dear Fayetteville Planning Commissioners and Planning Staff,

My name is Grayson Barber, and I am a resident of an affected neighborhood near the proposed development area on Deane Solomon. I am writing to formally voice my opposition to the requested rezoning and development associated with Plan Number: RZN-2026-0015.

I respectfully urge the Planning Commission to recommend denial of this rezoning. Are we to become a city of hastily built, multi-family construction that in 20 years will look 50? Perhaps I'm just sensitive to it because I live here, but everywhere I look in West Fayetteville (Mt Comfort, Van Asche, more Mt Comfort, Wedington, etc.) there are new apartments being built. I would really like to see less multi-family, high density constructions and more single-family homes being built (so long as proper infrastructure is in place in terms of wastewater, runoff, traffic mitigation, etc .)

My primary concerns include:

• Spot-zoning and incompatibility with the established character of the surrounding neighborhood.• Increased traffic burden and safety concerns on already constrained road infrastructure (especially Dean Solomon, Vanike, W Salem, Hwy-112).

• Stormwater, runoff, grading, and downstream drainage impacts affecting neighboring properties (especially the stormwater flooding that develops behind the north side of Vanike properties during heavy rains due to improper drainage).

• Potential reduction in neighboring property values and quality of life.

• The wetland preserve and natural habitat of numerous animal life.

• Precedent-setting impacts for future rezonings inconsistent with the area's historic development pattern.

• Whether existing utilities, emergency services, and transportation infrastructure can adequately support the proposed density/intensity.

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The Case for Incompatibility and Infrastructure Friction

Fayetteville has an established precedent of protecting stable neighborhoods from incompatible, high-intensity shifts in land use (e.g., REZONING PETITION RZN 15-5240).

Under Arkansas law and Fayetteville's own planning framework, the burden of proof rests entirely on the applicant to demonstrate that this change serves the public welfare.

In this case, the proposed density presents an abrupt and harsh transition that is physically and visually inconsistent with the surrounding character. Furthermore, the city must account for the cumulative traffic load of this project combined with other pending developments in the immediate corridor, which threatens to degrade the local Level of Service (LOS) to a failing grade.

Formal Requests for Transparency and Mitigation

Before any vote is taken on this matter, I request that the City:

Disclose all communications, studies, and staff recommendations related to this application to the public immediately.

Require independent third-party reviews of all traffic, drainage, and infrastructure assumptions rather than relying solely on data provided by the applicant. This should include the "Next Chapter" community of 270 units that was recently approved for construction but not yet built.

Ensure full transparency regarding all communications between the developer, financing entities, and public officials prior to this request.

Required Infrastructure Analysis

I further request that the City require the following as a condition of any further consideration:

A comprehensive pedestrian connectivity and sidewalk impact analysis to address the dangerous gaps on Deane Solomon between Mt. Comfort and Hwy-112.

A developer-funded mitigation plan for sidewalk installation and traffic calming measures on Deane Solomon, W. Salem, Ika Dr., and Vanike Dr.

Please include this letter in the official public record for this application. Thank you for your commitment to responsible growth and your service to the residents of Fayetteville.

Sincerely,

Grayson Barber

gmbarber91@gmail.com

Public Comment
Post Agenda Session

From: Emily Barber <eabarber08@gmail.com>
Sent: Friday, May 22, 2026 8:27 AM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: Formal Opposition to Rezoning Petition RZN-2026-0015 - E, Barber

Dear Fayetteville Planning Commissioners and Planning Staff,

My name is Emily Barber, and I am a resident of an affected neighborhood near the proposed development area on Deane Solomon. I am writing to formally voice my opposition to the requested rezoning and development associated with Plan Number: RZN-2026-0015.

I respectfully urge the Planning Commission to recommend denial of this petition. A rezoning of this magnitude—moving from low-density greenfield to high-intensity residential—must be held to the highest standard of scrutiny. The applicant has not yet demonstrated that this proposal aligns with the Fayetteville Unified Development Code, existing infrastructure capacities, or the long-term compatibility principles of our neighborhood.

My primary concerns include:

- Spot-zoning and incompatibility with the established character of the surrounding neighborhood.
- Increased traffic burden and safety concerns on already constrained road infrastructure (especially Dean Solomon, Vanike, W Salem, Hwy-112).
- Increased pedestrian foot traffic on Dean Solomon which has incomplete sidewalk access going both north and south of Vanike.
- Stormwater, runoff, grading, and downstream drainage impacts affecting neighboring properties (especially the stormwater flooding that develops behind the north side of Vanike properties during heavy rains due to improper drainage).
- Potential reduction in neighboring property values and quality of life.
- Insufficient transition buffering between existing residential uses and the proposed intensity.
- The wetland preserves and natural habitat of numerous animal life.

The Case for Incompatibility and Infrastructure Friction Fayetteville has an established precedent of protecting stable neighborhoods from incompatible, high-intensity shifts in land use (e.g., REZONING PETITION RZN 15-5240). Under Arkansas law and Fayetteville's own planning framework, the burden of proof rests entirely on the applicant to demonstrate that this change serves the public welfare. In this case, the proposed density presents an abrupt and harsh transition that is physically and visually inconsistent with the surrounding character. Furthermore, the city must account for the cumulative traffic load of this project combined with other pending

developments in the immediate corridor, which threatens to degrade the local Level of Service (LOS) to a failing grade.

Before any vote is taken on this matter, I request that the City:

- Disclose all communications, studies, and staff recommendations related to this application to the public immediately.
- Require independent third-party reviews of all traffic, drainage, and infrastructure assumptions rather than relying solely on data provided by the applicant. This should include the "Next Chapter" community of 270 units that was recently approved for construction but not yet built.
- Ensure full transparency regarding all communications between the developer, financing entities, and public officials prior to this request.

I further request that the City require the following as a condition of any further consideration:

- A comprehensive pedestrian connectivity and sidewalk impact analysis to address the dangerous gaps on Deane Solomon between Mt. Comfort and Hwy-112.
- A developer-funded mitigation plan for sidewalk installation and traffic calming measures on Deane Solomon, W. Salem, Ika Dr., and Vanike Dr.

Please include this letter in the official public record for this application. Thank you for your commitment to responsible growth and your service to the residents of Fayetteville.

Sincerely,

Emily Barber

eabarber08@gmail.com

2740 W Vanike Dr. Fayetteville, AR 7

---------- Forwarded message ---------
From: **Shane Kinniell** <skinniell@gmail.com>
Date: Wed, May 13, 2026 at 1:57 PM
Subject: Formal Opposition to Rezoning Petition RZN-2026-0015 - Dustin Shane Kinniell
To: <andrew.brink@fayetteville-ar.gov>

Dear Fayetteville Planning Commissioners and Planning Staff,

My name is Dustin Shane Kinniell, and I am a resident of an affected neighborhood near the proposed development area on Deane Solomon. I am writing to formally voice my opposition to the requested rezoning and development associated with Plan Number: RZN-2026-0015.

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Post Agenda Session

I respectfully urge the Planning Commission to recommend denial of this petition. A rezoning of this magnitude—moving from low-density greenfield to high-intensity residential—must be held to the highest standard of scrutiny. The applicant has not yet demonstrated that this proposal aligns with the Fayetteville Unified Development Code, existing infrastructure capacities, or the long-term compatibility principles of our neighborhood.

My primary concerns include:

• Spot-zoning and incompatibility with the established character of the surrounding neighborhood.

• Increased traffic burden and safety concerns on already constrained road infrastructure (especially Dean Solomon, Vanike, W Salem, Hwy-112).

• Increased pedestrian foot traffic on Dean Solomon which has incomplete sidewalk access going both north and south of Vanike.

• Stormwater, runoff, grading, and downstream drainage impacts affect neighboring properties (especially the stormwater flooding that develops behind the north side of Vanike properties during heavy rains due to improper drainage).

• Potential reduction in neighboring property values and quality of life.

• The wetland preserve and natural habitat of numerous animal life.

• Precedent-setting impacts for future rezonings inconsistent with the area's historic development pattern.

• Whether existing utilities, emergency services, and transportation infrastructure can adequately support the proposed density/intensity.

The Case for Incompatibility and Infrastructure Friction

Fayetteville has an established precedent of protecting stable neighborhoods from incompatible, high-intensity shifts in land use (e.g., REZONING PETITION RZN 15-5240). Under Arkansas law and Fayetteville's own planning framework, the burden of proof rests entirely on the applicant to demonstrate that this change serves the public welfare.

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Formal Requests for Transparency and Mitigation

Before any vote is taken on this matter, I request that the City:

• Disclose all communications, studies, and staff recommendations related to this application to the public immediately.

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• Require independent third-party reviews of all traffic, drainage, and infrastructure assumptions rather than relying solely on data provided by the applicant. This should include the "Next Chapter" community of 270 units that was recently approved for construction but not yet built.

• Ensure full transparency regarding all communications between the developer, financing entities, and public officials prior to this request.

Required Infrastructure Analysis

I further request that the City require the following as a condition of any further consideration:

• A comprehensive pedestrian connectivity and sidewalk impact analysis to address the dangerous gaps on Deane Solomon between Mt. Comfort and Hwy-112.

• A developer-funded mitigation plan for sidewalk installation and traffic calming measures on Deane Solomon, W. Salem, Ika Dr., and Vanike Dr.

Please include this letter in the official public record for this application. Thank you for your commitment to responsible growth and your service to the residents of Fayetteville.

Sincerely,

Dustin Shane Kinniell

skinniell@gmail.com

3165 N Night Heron Dr

From: Jessica House <jhouse5782@yahoo.com>
Sent: Friday, May 22, 2026 8:31 AM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: Re: Formal Opposition to Rezoning Petition RZN-2026-0015 - Jessica Johnson

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

· Dear Fayetteville Planning Commissioners and Planning Staff,

My name is Jessica Johnson, and I am a resident of an affected neighborhood near the

Public Comment
Post Agenda Session

proposed development area on Deane Solomon.

I am writing to formally voice my **opposition to the requested rezoning and development associated with Plan Number:RZN-2026-0015.**

I respectfully urge the Planning Commission to recommend denial of this petition. A rezoning of this magnitude—moving from low-density greenfield to high-intensity residential—must be held to the highest standard of scrutiny. The applicant has not yet demonstrated that this proposal aligns with the Fayetteville Unified Development Code, existing infrastructure capacities, or the long-term compatibility principles of our neighborhood.

My primary concerns include:

• Spot-zoning and incompatibility with the established character of the surrounding neighborhood.

• Increased traffic burden and safety concerns on already constrained road infrastructure (especially Dean Solomon, Vanike, W Salem, Hwy-112).

• Increased pedestrian foot traffic on Dean Solomon which has incomplete sidewalk access going both north and south of Vanike.

• Stormwater, runoff, grading, and downstream drainage impacts affecting neighboring properties (especially the stormwater flooding that develops behind the north side of Vanike properties during heavy rains due to improper drainage).

• Potential reduction in neighboring property values and quality of life.

• Insufficient transition buffering between existing residential uses and the proposed intensity.

• The wetland preserve and natural habitat of numerous animal life.

• Precedent-setting impacts for future rezonings inconsistent with the area's historic development pattern.

• Whether existing utilities, emergency services, and transportation infrastructure can adequately support the proposed density/intensity.

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The Case for Incompatibility and Infrastructure Friction:

Fayetteville has an established precedent of protecting stable neighborhoods from incompatible, high-intensity shifts in land use (**e.g., REZONING PETITION RZN 15-5240).** Under Arkansas law and Fayetteville's own planning framework, the burden of proof rests entirely on the applicant to demonstrate that this change serves the public welfare.

In this case, the proposed density presents an abrupt and harsh transition that is physically and visually inconsistent with the surrounding character. Furthermore, the city must account for the cumulative traffic load of this project combined with other pending developments in the immediate corridor, which threatens to degrade the local Level of Service (LOS) to a failing grade.

Formal Requests for Transparency and Mitigation:

Before any vote is taken on this matter, I request that the City:

● Disclose all communications, studies, and staff recommendations related to this application to the public immediately.

● Require independent third-party reviews of all traffic, drainage, and infrastructure assumptions rather than relying solely on data provided by the applicant. This should include the "Next Chapter" community of 270 units that was recently approved for construction but not yet built.

● Ensure full transparency regarding all communications between the developer, financing entities, and public officials prior to this request.

Required Infrastructure Analysis:

I further request that the City require the following as a condition of any further consideration:

● A comprehensive pedestrian connectivity and sidewalk impact analysis to address

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the dangerous gaps on Deane Solomon between Mt. Comfort and Hwy-112.

● A developer-funded mitigation plan for sidewalk installation and traffic calming

measures on Deane Solomon, W. Salem, Ika Dr., and Vanike Dr.

Please include this letter in the official public record for this application. Thank you for your

commitment to responsible growth and your service to the residents of Fayetteville.

Sincerely,

Jessica Johnson

jhouse5782@yahoo.com

3131 N Night Heron Dr, Fayetteville, AR, 72704

· On Friday, May 22, 2026 at 08:05:14 AM CDT, Masters, Jessica <jmasters@fayetteville-ar.gov> wrote:

Good morning,

Thank you for re-sending. Unfortunately, I do not appear to have your original message, and the information below is cut off. Can you please re-forward to me your original email so I can add it to the record?

Thank you,

Jessie

Jessie Masters, AICP

Planning Director

Development Services

City of Fayetteville, Arkansas

Public Comment
Post Agenda Session

(479) 575-8239

www.fayetteville-ar.gov

Website | Facebook | Twitter | Instagram | YouTube

CITY OF FAYETTEVILLE ARKANSAS

Please note that Planning is currently short-staffed and that communications and review times may increase as a result. Please bear with us in the interim.

From: Jessica Johnson <jhouse5782@yahoo.com>
Sent: Thursday, May 21, 2026 7:34 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>; Cabe, Matthew <matthew.cabe@fayetteville-ar.gov>; Castin, Nick <nick.castin@fayetteville-ar.gov>; Werner, Nick <nick.werner@fayetteville-ar.gov>; Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: Re: Formal Opposition to Rezoning Petition RZN-2026-0015 - Jessica Johnson

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.

Resending. Sent on 5/18.

Please ensure this is attached to the meeting refrences on 5/26. I did not receive notification that it was received or will be included.

Thanks!

Jessica Johnson

On May 18, 2026, at 9:52 AM, Jessica House <jhouse5782@yahoo.com> wrote:

Public Comment
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Dear Fayetteville Planning Commissioners and Planning Staff,

My name is Jessica Johnson, and I am a resident of an affected neighborhood near the proposed development area on Deane Solomon.

I am writing to formally voice my opposition to the requested rezoning and development associated with **Plan Number: RZN-2026-0015**.

I respectfully urge the Planning Commission to recommend **denial** of this petition. A rezoning of this magnitude—moving from low-density greenfield to high-intensity residential—must be held to the highest standard of scrutiny. The applicant has not yet demonstrated that this proposal aligns with the Fayetteville Unified Development Code, existing infrastructure capacities, or the long-term compatibility principles of our neighborhood.

My primary concerns include:

• Spot-zoning and incompatibility with the established character of the surrounding neighborhood.

• Increased traffic burden and safety concerns on already constrained road infrastructure (especially Dean Solomon, Vanike, W Salem, Hwy-112).

• Increased pedestrian foot traffic on Dean Solomon which has incomplete sidewalk access going both north and south of Vanike.

• Stormwater, runoff, grading, and downstream drainage impacts affecting neighboring properties (especially the stormwater flooding that develops behind the north side of Vanike properties during heavy rains due to improper drainage).

• Potential reduction in neighboring property values and quality of life.

• Insufficient transition buffering between existing residential uses and the proposed intensity.

• The wetland preserve and natural habitat of numerous animal life.

• Precedent-setting impacts for future rezonings inconsistent with the area's historic development pattern.

• Whether existing utilities, emergency services, and transportation infrastructure can

adequately support the proposed density/intensity.

The Case for Incompatibility and Infrastructure Friction:

Fayetteville has an established precedent of protecting stable neighborhoods from incompatible, high-intensity shifts in land use (**e.g., REZONING PETITION RZN 15-5240).** Under Arkansas law and Fayetteville's own planning framework, the burden of proof rests entirely on the applicant to demonstrate that this change serves the public welfare.

In this case, the proposed density presents an abrupt and harsh transition that is physically and visually inconsistent with the surrounding character. Furthermore, the city must account for the **cumulative traffic load** of this project combined with other pending developments in the immediate corridor, which threatens to degrade the local Level of Service (LOS) to a failing grade.

Formal Requests for Transparency and Mitigation:

Before any vote is taken on this matter, I request that the City:

- **Disclose all communications,** studies, and staff recommendations related to this application to the public immediately.
- **Require independent third-party reviews** of all traffic, drainage, and infrastructure assumptions rather than relying solely on data provided by the applicant. This should include the "Next Chapter" community of 270 units that was recently approved for construction but not yet built.
- **Ensure full transparency** regarding all communications between the developer, financing entities, and public officials prior to this request.

Required Infrastructure Analysis:

I further request that the City require the following as a condition of any further consideration:

- A comprehensive **pedestrian connectivity and sidewalk impact analysis** to address the dangerous gaps on Deane Solomon between Mt. Comfort and Hwy-112.
- A developer-funded **mitigation plan** for sidewalk installation and traffic calming measures on Deane Solomon, W. Salem, Ika Dr., and Vanike Dr.

Public Comment
Post Agenda Session

Please include this letter in the official public record for this application. Thank you for your commitment to responsible growth and your service to the residents of Fayetteville.

Sincerely,

Jessica Johnson

jhouse5782@yahoo.com

3131 N Night Heron Dr, Fayetteville, AR, 72704

From: Leta Darling <letadarling@icloud.com>
Sent: Friday, May 22, 2026 8:50 AM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: Fwd: Rezoning Petition RZN-2026-0015 – Opposition 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.

Hi, Jessie,

My opposition letter (see below) was not included in the agenda packet.

Are you able to add please? Thank you for your help.

Respectfully,

Leta

Begin forwarded message:

From: Leta Darling <letadarling@icloud.com>
Date: May 19, 2026 at 11:13:45 PM CDT
To: 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, nick.werner@fayetteville-ar.gov
Cc: andrew.brink@fayetteville-ar.gov, ashlyn.holeyfield@fayetteville-ar.gov
Subject: Rezoning Petition RZN-2026-0015 – Opposition Letter

Hey you guys.

Public Comment
Post Agenda Session

I know you are going to get a lot of these because the residents in the area are resoundingly opposed to the rezone and development under consideration. My hope is that you thoughtfully consider the content as well as the number of communications you receive.

Please deny this rezoning request. There are many reasons to do so. I'll try to be succinct and only address four.

1) Drainage. The existing residential area was built on a swamp. The clay content is high, and so is the water table. The existing residents currently employ methods ranging from sump pumps to paving sections of their backyards to enable year-round use. Otherwise, there can be standing water for months of the year (this includes the backyards of the houses on Vanike, which would border the proposed development). While East and Central Fayetteville have sewer and drainage issues due to growth and aging infrastructure, the west side is relatively new and already experiences comparable issues. Clabber Creek floods to the point that it runs over Dean Solomon and/or Salem at times. Adding runoff by decreasing the surrounding fields and trees will intensify the problem. This development could definitely impact the floodplain.

Should the rezoning not be denied immediately, I would ask you to please consider a delay to allow a third-party study of the area's ability to accommodate the necessary drainage and sewage systems tied to the project. The city might require the applicant to present a sewer system plan for review by a third-party expert and approval by the city PRIOR to the rezone, with the cost of the study and plan implementation to be borne by the applicant. Understanding that some basic infrastructure or connections are already in place, the study could examine whether these could support such a concentrated population without substantial additional cost to the city.

2) The additional traffic flow would be untenable with the current infrastructure, and making the necessary modifications would be costly.

Dean Solomon is a two-lane road with no shoulders. It cannot support the thoroughfare. If expanded, the huge drainage ditch on the west side would be lost. This will exacerbate existing drainage issues tied to Clabber Creek and the area's overall physiography and topography. An additional stoplight at the corner of Dean Solomon and Shiloh Dr. would be required at the very least, but the additional traffic burden would still cause significant congestion and delays.

Mount Comfort is already overburdened—even now, before the HUGE apartment complex under construction at the Salem Dr. junction is occupied.

3) Fayetteville's rental market is saturated. We don't need more rentals—particularly not apartments. We need homes. Homes of the type compatible with the current zoning.

4) This project is directly opposed to the City of Fayetteville's long-term plan.

There are no commercial services on Mount Comfort, other than two gas stations. This development would not be a step towards a walkable community. The proposed is not infill. It is greenfield development. This development would DESTROY the aesthetic of the surrounding neighborhood, congest the area, and operate in direct contrast to the city's stated goals. This is

urban sprawl. (If apartments were to be allowed there, limiting them to those built over businesses in support of the city's long-term plan to promote walkable, sustainable communities would be a better approach.) Please consider the costs to the city in developing this area, with an eye toward achieving long-term goals.

I don't want an apartment complex in my backyard for the same reasons you wouldn't. Transient populations, higher incidence of crime, diminished property values, environmental concerns, you name it.

But this particular project isn't just objectionable for personal reasons of the neighboring residents. It will be extremely costly in many ways, both immediately and long-term. It is contrary to the city's long-term plan. It is against the city's overall best interest.

Please vote with the residents and the city you protect. Please deny this rezone.

Thank you for your time, your thoughtful consideration, and your commitment to public service.

Respectfully,

Leta Darling

Neighboring Resident

Fayetteville, AR 72704

-----Original Message-----
From: Lex Broyles <LBroyles@knwa.com>
Sent: Friday, May 22, 2026 9:16 AM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: Rezoning on Vanike & Deane Solomon

Hello,

I am writing to protest the rezoning plan in this area. I live off of Deane Solomon and so I see the traffic issues and the water runoff and flooding issues.

Placing multi family in a purely residential single family neighborhood area with zero commercial services is not aligned with city guidelines. Everyone that is added to this area will have to drive long distances for anything other than a gas station.

Also planning commission lists Deane Solomon as a neighborhood link street that can handle more traffic yet it has none of the characteristics listed in the city's own guidelines for what constitutes a link street: "these streets may have on street parking, center turn lanes, or wider lanes accommodating truck or transit vehicles where appropriate."

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Deane Solomon has none of these features and in fact is the exact opposite of what the city code describes. It is so narrow that several times a year a car ends up in the ditch on the west side of the road.

Multi family is not appropriate, nor can the street handle the additional traffic it would bring.

None of the traffic discussion incorporates the number of autos that will be added with the Underwood development as well as park visitors once that is finally completed.

Please keep this development single family.

Thank you for your service to the city.

Lex Broyles

Sent from my iPhone

From: Jon F <jon.felker@gmail.com>
Sent: Friday, May 22, 2026 9:56 AM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: Fwd: Formal Opposition to Rezoning Petition RZN-2026-0015 - Jonathan Felker

---------- Forwarded message ---------
From: **Jon F** <jon.felker@gmail.com>
Date: Sat, May 16, 2026 at 10:14 AM
Subject: Formal Opposition to Rezoning Petition RZN-2026-0015 - Jonathan Felker
To: <andrew.brink@fayetteville-ar.gov>, <ashlyn.holeyfield@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>, <nick.werner@fayetteville-ar.gov>

Dear Fayetteville Planning Commissioners and Planning Staff,

My name is Jonathan Felker, and I am a resident of an affected neighborhood near the proposed development area on Deane Solomon. I am writing to formally voice my opposition to the requested rezoning and development associated with Plan Number: RZN-2026-0015.

I respectfully urge the Planning Commission to recommend denial of this petition. A rezoning of this magnitude—moving from low-density greenfield to high-intensity residential—must be held to the highest standard of scrutiny. The applicant has not yet demonstrated that this proposal aligns with the Fayetteville Unified Development Code, existing infrastructure capacities, or the long-term compatibility principles of our neighborhood.

My primary concerns include:

• Spot-zoning and incompatibility with the established character of the surrounding neighborhood.

Public Comment
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• Increased traffic burden and safety concerns on already constrained road infrastructure (especially Dean Solomon, Vanike, W Salem, Hwy-112).

• Increased pedestrian foot traffic on Dean Solomon which has incomplete sidewalk access going both north and south of Vanike.

• Stormwater, runoff, grading, and downstream drainage impacts affecting neighboring properties (especially the stormwater flooding that develops behind the north side of Vanike properties during heavy rains due to improper drainage).

• Potential reduction in neighboring property values and quality of life.

• Insufficient transition buffering between existing residential uses and the proposed intensity.

• The wetland preserve and natural habitat of numerous animal life.

• Precedent-setting impacts for future rezonings inconsistent with the area's historic development pattern.

• Whether existing utilities, emergency services, and transportation infrastructure can adequately support the proposed density/intensity.

• The area is a wet prairie with subterranean prairie crawfish. This means there is constantly ground water, so retention ponds for any proposed developments will remain full and not capture storm water. Increased impermeable surfaces without retention will only stress the new Underwood park drainage, and potentially raise the flood zone of Clabber Creek.

• The vacancy rate of multifamily apartments has skyrocketed. If this development is a speculative investment, there is potential that the development is never finished. This could become abandoned unfinished structures if the market cannot support more luxury multifamily units. Fayetteville needs more options for first time home buyers, not apartments.

The Case for Incompatibility and Infrastructure Friction Fayetteville has an established precedent of protecting stable neighborhoods from incompatible, high-intensity shifts in land use (e.g., REZONING PETITION RZN 15-5240).

Under Arkansas law and Fayetteville's own planning framework, the burden of proof rests entirely on the applicant to demonstrate that this change serves the public welfare.

In this case, the proposed density presents an abrupt and harsh transition that is physically and visually inconsistent with the surrounding character. Furthermore, the city must account for the cumulative traffic load of this project combined with other pending developments in the immediate corridor, which threatens to degrade the local Level of Service (LOS) to a failing grade.

Formal Requests for Transparency and Mitigation

Before any vote is taken on this matter, I request that the City:

Public Comment
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Disclose all communications, studies, and staff recommendations related to this application to the public immediately.

Require independent third-party reviews of all traffic, drainage, and infrastructure assumptions rather than relying solely on data provided by the applicant. This should include the “Next Chapter” community of 270 units that was recently approved for construction but not yet built.

Ensure full transparency regarding all communications between the developer, financing entities, and public officials prior to this request.

Required Infrastructure Analysis

I further request that the City require the following as a condition of any further consideration:

A comprehensive pedestrian connectivity and sidewalk impact analysis to address the dangerous gaps on Deane Solomon between Mt. Comfort and Hwy-112.

A developer-funded mitigation plan for sidewalk installation and traffic calming measures on Deane Solomon, W. Salem, Ika Dr., and Vanike Dr.

Please include this letter in the official public record for this application. Thank you for your commitment to responsible growth and your service to the residents of Fayetteville.

Sincerely,

Jonathan Felker

479-841-9048

2722 W Vanike Dr

jon.felker@gmail.com

From: Debbie Medlock <medlockd8350@gmail.com>
Sent: Friday, May 22, 2026 10:54 AM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: Fwd: Opposition to RZN-2026-0015

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.

Public Comment
Post Agenda Session

---------- Forwarded message ---------
From: **Debbie Medlock** <medlockd8350@gmail.com>
Date: Fri, May 8, 2026 at 12:35 PM
Subject: Opposition to RZN-2026-0015
To: <planning@fayetteville-ar.gov>

Dear Fayetteville Planning Commission,

I am writing to formally express my opposition to RZN-2026-0015 resulting increase in traffic that will affect my street.

As a resident of the Cobblestone subdivision living on Marble Drive, I am deeply concerned about the impact that additional vehicle volume will have on the safety, noise levels, and overall quality of life in our neighborhood. I request that my opposition be noted for the record during the planning and review process.

Thank you for your time and for considering the concerns of the residents.

Best regards,

Deborah Medlock

From: Lisa Leclerc <lisaleclercmn@gmail.com>
Sent: Friday, May 22, 2026 10:57 AM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: Fwd: Formal Opposition to Rezoning Petition RZN-2026-0015 - Lisa B Leclerc

Begin forwarded message:

From: Lisa Leclerc <lisaleclercmn@gmail.com>
Date: May 19, 2026 at 3:18:24 PM CDT
Subject: Formal Opposition to Rezoning Petition RZN-2026-0015 - Lisa B Leclerc

Public Comment
Post Agenda Session

Sent from my iPhone

Dear Fayetteville Planning Commissioners and Planning Staff,

My name is Lisa B Leclerc , and I am a resident of an affected neighborhood near the proposed development area on Deane Solomon. I am writing to formally voice my opposition to the requested rezoning and development associated with **Plan Number: RZN-2026-0015**.

I respectfully urge the Planning Commission to recommend **denial** of this petition. A rezoning of this magnitude—moving from low-density greenfield to high-intensity residential—must be held to the highest standard of scrutiny. The applicant has not yet demonstrated that this proposal aligns with the Fayetteville Unified Development Code, existing infrastructure capacities, or the long-term compatibility principles of our neighborhood.

My primary concerns include:

• Increased traffic burden and safety concerns on already constrained road infrastructure (especially Dean Solomon, Vanike, W Salem, Hwy-112).• Increased pedestrian foot traffic on Dean Solomon which has incomplete sidewalk access going both north and south of Vanike.

• Stormwater, runoff, grading, and downstream drainage impacts affecting neighboring properties (especially the stormwater flooding that develops behind the north side of Vanike properties during heavy rains due to improper drainage).

• Potential reduction in neighboring property values and quality of life.

• Insufficient transition buffering between existing residential uses and the proposed intensity.

• The wetland preserve and natural habitat of numerous animal life.

• Precedent-setting impacts for future rezonings inconsistent with the area's historic development pattern.

The Case for Incompatibility and Infrastructure Friction

Fayetteville has an established precedent of protecting stable neighborhoods from incompatible, high-intensity shifts in land use (e.g., **REZONING PETITION RZN 15-5240**).

Under Arkansas law and Fayetteville's own planning framework, the burden of proof rests

entirely on the applicant to demonstrate that this change serves the public welfare.

In this case, the proposed density presents an abrupt and harsh transition that is physically and visually inconsistent with the surrounding character. Furthermore, the city must account for the **cumulative traffic load** of this project combined with other pending developments in the immediate corridor, which threatens to degrade the local Level of Service (LOS) to a failing grade.

Formal Requests for Transparency and Mitigation

Before any vote is taken on this matter, I request that the City:

Disclose all communications, studies, and staff recommendations related to this application to the public immediately.

Require independent third-party reviews of all traffic, drainage, and infrastructure assumptions rather than relying solely on data provided by the applicant. This should include the "Next Chapter" community of 270 units that was recently approved for construction but not yet built.

Ensure full transparency regarding all communications between the developer, financing entities, and public officials prior to this request.

Required Infrastructure Analysis

I further request that the City require the following as a condition of any further consideration:

A comprehensive **pedestrian connectivity and sidewalk impact analysis** to address the dangerous gaps on Deane Solomon between Mt. Comfort and Hwy-112.

A developer-funded **mitigation plan** for sidewalk installation and traffic calming measures on Deane Solomon, W. Salem, Ika Dr., and Vanike Dr.Please include this letter in the official public record for this application. Thank you for your commitment to responsible growth and your service to the residents of Fayetteville.

Sincerely,

Lisa B Leclerc

4373 W Sandingham St

Fayetteville, AR 72704

Public Comment
Post Agenda Session

---------- Forwarded message ---------
From: **Eric Schuldt** <gohawgsgo@gmail.com>
Date: Tue, May 19, 2026 at 7:45 PM
Subject: Formal Opposition to Rezoning Petition RZN-2026-0015 - Eric and Angie Schuldt
To: <andrew.brink@fayetteville-ar.gov>, <ashlyn.holeyfield@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>, <nick.werner@fayetteville-ar.gov>

Dear Planning Committee:

Our names are Eric and Angie Schuldt, and we are residents of a neighborhood near a proposed development area on Deane Solomon. We are writing to formally voice our opposition to the requested rezoning and development associated with Plan Number: RZN-2026-0015.

We respectfully urge the Planning Commission to recommend denial of this petition. A rezoning of this magnitude moving from low-density greenfield to high-intensity residential must be held to the highest standard of scrutiny. We do not believe that the proposal aligns with the existing infrastructure capacities, or the long-term compatibility principles of our neighborhood.

Our primary concerns include:

• Spot-zoning and incompatibility with the established character of the surrounding neighborhood.

• Increased traffic burden and safety concerns on already constrained road infrastructure (especially Dean Solomon, Vanike, W Salem, Hwy-112).

• Stormwater, runoff, grading, and downstream drainage impacts affecting neighboring properties (especially the stormwater flooding that develops behind the north side of Vanike properties during heavy rains due to improper drainage).

• Potential reduction in neighboring property values and quality of life.

• Insufficient transition buffering between existing residential uses and the proposed intensity.

• The wetland preserves and natural habitat of numerous animal life.

The Case for Incompatibility and Infrastructure Friction

The proposed density presents an abrupt and harsh transition that is physically and visually inconsistent with the surrounding character. Furthermore, the city must account for the

cumulative traffic load of this project combined with other pending developments in the immediate corridor, which threatens to degrade the local Level of Service (LOS) to a failing grade.

Required Infrastructure Analysis

We further request that the City require the following as a condition of any further consideration:

● A comprehensive pedestrian connectivity and sidewalk impact analysis to address the dangerous gaps on Deane Solomon between Mt. Comfort and Hwy-112.

● A developer-funded mitigation plan for sidewalk installation and traffic calming measures on Deane Solomon, W. Salem, Ika Dr., and Vanike Dr.

Please include this letter in the official public record for this application. Thank you for your commitment to responsible growth and your service to the residents of Fayetteville.

Sincerely,

Eric and Angie Schuldt

gohawgsgo@gmail.com

2756 W. Vanike Drive

From: Sarah Martin <smrtn64@gmail.com>
Sent: Friday, May 22, 2026 3:27 PM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: Fwd: Formal Opposition to Rezoning Petition RZN-2026-0015

From: smrtn64@gmail.com>
Date: May 18, 2026 at 14:37:44 CDT
To: andrew.brink@fayetteville-ar.gov, ashlyn.holeyfield@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, nick.werner@fayetteville-ar.gov
Cc: teresa.turk@fayetteville-ar.gov
Subject: Formal Opposition to Rezoning Petition RZN-2026-0015

Dear Fayetteville Planning Commissioners and Planning Staff,

My name is Sarah Martin, and I am a resident of an affected neighborhood near the proposed development area on Deane Solomon. I am writing to formally voice my opposition to the requested rezoning and development associated with **Plan Number: RZN-2026-0015**.

Public Comment
Post Agenda Session

I respectfully urge the Planning Commission to recommend **denial** of this petition. A rezoning of this magnitude—moving from low-density greenfield to high-intensity residential—must be held to the highest standard of scrutiny. The applicant has not yet demonstrated that this proposal aligns with the Fayetteville Unified Development Code, existing infrastructure capacities, or the long-term compatibility principles of our neighborhood.

My primary concerns include:

• Spot-zoning and incompatibility with the established character of the surrounding neighborhood.• Increased traffic burden and safety concerns on already constrained road infrastructure

(especially Dean Solomon, Vanike, W Salem, Hwy-112).

• The wetland preserve and natural habitat of numerous animal life.

• Precedent-setting impacts for future rezonings inconsistent with the area's historic development pattern.

The Case for Incompatibility and Infrastructure Friction

Fayetteville has an established precedent of protecting stable neighborhoods from incompatible, high-intensity shifts in land use (e.g., **REZONING PETITION RZN 15-5240**). Under Arkansas law and Fayetteville's own planning framework, the burden of proof rests entirely on the applicant to demonstrate that this change serves the public welfare.

In this case, the proposed density presents an abrupt and harsh transition that is physically and visually inconsistent with the surrounding character. Furthermore, the city must account for the **cumulative traffic load** of this project combined with other pending developments in the immediate corridor, which threatens to degrade the local Level of Service (LOS) to a failing grade.

Formal Requests for Transparency and Mitigation

Before any vote is taken on this matter, I request that the City:

Disclose all communications, studies, and staff recommendations related to this application to the public immediately.

Require independent third-party reviews of all traffic, drainage, and infrastructure

assumptions rather than relying solely on data provided by the applicant. This should include the "Next Chapter" community of 270 units that was recently approved for construction but not yet built.

Ensure full transparency regarding all communications between the developer, financing entities, and public officials prior to this request.

Required Infrastructure Analysis

I further request that the City require the following as a condition of any further consideration:

A comprehensive **pedestrian connectivity and sidewalk impact analysis** to address the dangerous gaps on Deane Solomon between Mt. Comfort and Hwy-112.

A developer-funded **mitigation plan** for sidewalk installation and traffic calming measures on Deane Solomon, W. Salem, Ika Dr., and Vanike Dr.

Please include this letter in the official public record for this application. Thank you for your commitment to responsible growth and your service to the residents of Fayetteville.

Thank you,

Sarah Martin

2867 Vanike Dr Fayetteville

From: Jason Miller <jakaamiller@gmail.com>
Sent: Friday, May 22, 2026 4:38 PM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: Fwd: Formal Opposition to Rezoning Petition RZN-2026-0015 - Amanda Miller
Begin forwarded message:

From: Jason Miller <jakaamiller@gmail.com>
Date: May 19, 2026 at 9:27:38 PM CDT
To: andrew.brink@fayetteville-ar.gov, ashlyn.holeyfield@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, nick.werner@fayetteville-ar.gov
Subject: Formal Opposition to Rezoning Petition RZN-2026-0015 - Amanda Miller

Public Comment
Post Agenda Session

Dear Fayetteville Planning Commissioners and Planning Staff,

My name is Amanda Miller, and I am a resident of an affected neighborhood near the proposed development area on Deane Solomon. I am writing to formally voice my opposition to the requested rezoning and development associated with **Plan Number: RZN-2026-0015**.

I respectfully urge the Planning Commission to recommend **denial** of this petition. A rezoning of this size—moving from low-density greenfield to high-intensity residential—must be held to the highest standard of scrutiny. The applicant has not yet demonstrated that this proposal

aligns with the Fayetteville Unified Development Code, existing infrastructure capacities, or the

long-term compatibility principles of our neighborhood.

My primary concerns include:

• Spot-zoning and incompatibility with the established character of the surrounding

neighborhood.• Increased traffic burden and safety concerns on already constrained road infrastructure

(especially Dean Solomon, Vanike, W Salem, Hwy-112).

• Stormwater, runoff, grading, and downstream drainage impacts affecting neighboring

properties (especially the stormwater flooding that develops behind the north side of Vanike

properties during heavy rains due to improper drainage).

• Potential reduction in neighboring property values and quality of life.

• Insufficient transition buffering between existing residential uses and the proposed intensity.

• The wetland preserve and natural habitat of numerous animal life.

The Case for Incompatibility and Infrastructure Friction

Fayetteville has an established precedent of protecting stable neighborhoods from

incompatible, high-intensity shifts in land use (e.g., **REZONING PETITION RZN 15-5240**).

Under Arkansas law and Fayetteville's own planning framework, the burden of proof rests

entirely on the applicant to demonstrate that this change serves the public welfare.

In this case, the proposed density presents an abrupt and harsh transition that is physically and

visually inconsistent with the surrounding character. Furthermore, the city must account for the

cumulative traffic load of this project combined with other pending developments in the

immediate corridor, which threatens to degrade the local Level of Service (LOS) to a failing grade.

Formal Requests for Transparency and Mitigation

Before any vote is taken on this matter, I request that the City:

Disclose all communications, studies, and staff recommendations related to this application to the public immediately.

Require independent third-party reviews of all traffic, drainage, and infrastructure assumptions rather than relying solely on data provided by the applicant. This should include the "Next Chapter" community of 170 units that was recently approved for construction but not yet built.

Ensure full transparency regarding all communications between the developer, financing entities, and public officials prior to this request.

Required Infrastructure Analysis

I further request that the City require the following as a condition of any further consideration:

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A developer-funded **mitigation plan** for sidewalk installation and traffic calming measures on Deane Solomon, W. Salem, Ika Dr., and Vanike Dr.

Please include this letter in the official public record for this application. Thank you for your commitment to responsible growth and your service to the residents of Fayetteville

Sincerely,

Amanda Miller

Jakaamiller@gmail.com

3086 N Night Heron Dr. Fayetteville, AR 72704

Sent from my iPhone

Public Comment
Post Agenda Session

From: Lauren Mrak <laurenmrak@gmail.com>
Sent: Sunday, May 24, 2026 7:04 PM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: Formal Opposition to Rezoning Petition RZN-2026-0015 - Lauren Mrak

Dear Fayetteville Planning Commissioners and Planning Staff,

My name is Lauren Mrak , and I am a resident of an affected neighborhood near the proposed development area on Deane Solomon. I am writing to formally voice my opposition to the requested rezoning and development associated with Plan Number: RZN-2026-0015.

I respectfully urge the Planning Commission to recommend denial of this petition. A rezoning of this magnitude—moving from low-density greenfield to high-intensity residential—must be held to the highest standard of scrutiny. The applicant has not yet demonstrated that this proposal aligns with the Fayetteville Unified Development Code, existing infrastructure capacities, or the long-term compatibility principles of our neighborhood.

My primary concerns include:

• Spot-zoning and incompatibility with the established character of the surrounding

neighborhood.

• Increased traffic burden and safety concerns on already constrained road infrastructure (especially Dean Solomon, Vanike, W Salem, Hwy-112).

• Increased pedestrian foot traffic on Dean Solomon which has incomplete sidewalk access

going both north and south of Vanike.

• Stormwater, runoff, grading, and downstream drainage impacts affecting neighboring properties (especially the stormwater flooding that develops behind the north side of Vanike

properties during heavy rains due to improper drainage).

• Potential reduction in neighboring property values and quality of life.

• The wetland preserve and natural habitat of numerous animal life.

• Precedent-setting impacts for future rezonings inconsistent with the area's historic development pattern.

• Whether existing utilities, emergency services, and transportation infrastructure can adequately support the proposed density/intensity.

• Increased number of accidents at the crosswalks and the bike trail crossing.

Public Comment
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The Case for Incompatibility and Infrastructure Friction Fayetteville has an established precedent of protecting stable neighborhoods from incompatible, high-intensity shifts in land use (e.g., REZONING PETITION RZN 15-5240). Under Arkansas law and Fayetteville's own planning framework, the burden of proof rests

entirely on the applicant to demonstrate that this change serves the public welfare.

In this case, the proposed density presents an abrupt and harsh transition that is physically and visually inconsistent with the surrounding character. Furthermore, the city must account for the cumulative traffic load of this project combined with other pending developments in the immediate corridor, which threatens to degrade the local Level of Service (LOS) to a failing grade.

Formal Requests for Transparency and Mitigation

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● Disclose all communications, studies, and staff recommendations related to this

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assumptions rather than relying solely on data provided by the applicant. This should

include the "Next Chapter" community of 270 units that was recently approved for

construction but not yet built.

● Ensure full transparency regarding all communications between the developer,

financing entities, and public officials prior to this request.

Required Infrastructure Analysis I further request that the City require the following as a condition of any further consideration:

● A comprehensive pedestrian connectivity and sidewalk impact analysis to address

the dangerous gaps on Deane Solomon between Mt. Comfort and Hwy-112.

● A developer-funded mitigation plan for sidewalk installation and traffic calming

measures on Deane Solomon, W. Salem, Ika Dr., and Vanike Dr.

Please include this letter in the official public record for this application. Thank you for your commitment to responsible growth and your service to the residents of Fayetteville.

Sincerely,

Lauren Mrak

laurenmrak@gmail.com

Public Comment
Post Agenda Session

2571 W Vanike Dr, Fayetteville, AR 72704

-----Original Message-----
From: Brittney <brexit@gmail.com>
Sent: Tuesday, May 26, 2026 11:31 AM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>; Planning Shared <planning@fayetteville-ar.gov>
Subject: Opposition to RZN-2026-0015

To whom it may concern,

My name is Brittney Robison and I live on Bentley Ridge, which is in the neighborhood including Van Ike. I am highly against this rezoning. It is not compatible with this neighborhood nor is it compatible with this part of Fayetteville .

You are destroying our city. Just take a look at what happened east of the Fayetteville high school football stadium... just one example out of hundreds. Every time I leave my house, there is a new monster apartment complex and several of the charming Fayetteville homes are gone. Enough is enough. I have lived in Fayetteville since 1989 ,after I graduated from high school .While much of the growth has been positive, in the last few years, it has completely gotten out of hand. Leave our peaceful neighborhood alone, please.

Sincerely,

Brittney Robison

479-366-8514

From: Leslie Stephens <lesliebstephens@gmail.com>
Sent: Tuesday, May 26, 2026 10:34 AM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: Opposition to RZN-2026-0015

Leslie Stephens, MS, CHES

From: Clark Eckels <clark.eckels@gmail.com>
Sent: Tuesday, May 26, 2026 1:22 PM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: Please Support Dean Solomon Rezoning and Staff Code Amendments

Dear Planning Commissioners,

My name is Clark Eckels and I live at 95 E. Madrid Street. I am writing to ask you to support the following items at tonight's meeting and forward them to the City Council with a recommendation of approval.

Public Comment
Post Agenda Session

RZN-2026-0015: Rezoning (NORTHWEST OF N DEANE SOLOMON ROAD AND W VANIKE DR/DRP HOLDINGS LLC, 246 & 247)

- I urge you to support this rezoning as it aligns with our city's long term goals and is located in close proximity to major water infrastructure improvements, Clabber Creek Trail, Holcombe Elementary, and the new Underwood Park. I grew up on nearby Howard Nickell Rd and lived for more than 4 years just off of Hwy 112 and know the area well. I think some modest density would serve this area well!

ADM-2026-0006: Administrative Item (Unified Development Code Section 155.01)

- Please support this item as it will grant homebuilders more flexibility in addressing our current housing crisis.

ADM-2026-0007: Administrative Item (Unified Development Code Sections 161.12, 161.22, 161.24, 161.27, and 161.28)

- Please support this item as it will grant homebuilders more flexibility in addressing our current housing crisis.

ADM-2026-0009: Administrative Item (Unified Development Code Sections 172.05)

- I believe that the city council made a reactive and short sighted decision when it approved Ordinance 6864 last May. This ordinance has had a significant negative impact on the ability to build affordable housing and address the housing crisis in our city. Not only did it reduce the maximum allowed reductions to parking in most cases, it removed the ability to make reductions by right, thus adding delays and uncertainty to homebuilders. Fayetteville was a national leader in parking reform when it repealed commercial parking minimums and set the previous standards back in 2015 and it is frustrating to see us moving backward on this issue in the midst of a housing crisis. Across the country, more than 100 cities (including Rogers) have repealed their parking minimums entirely.
  I urge you to support this amendment from city staff. While it does not go as far as I might like, it does make incremental progress in the right reduction. While I wish that it would return by right reductions to homebuilders who provide bike parking or build in proximity to trail and transit, I really like that this ordinance is designed to best support local small scale by significantly increasing their maximum possible parking reductions. In addition to taking up a lot of space, parking is also expensive to build. I think giving homebuilders (especially local ones) more flexibility to decide how much parking the market demands for their specific site is a critical piece of the puzzle in making housing in our city more affordable.

Thank you so much for your consideration.

Clark Eckels

Public Comment
Post Agenda Session

From: Katie Garman <katgarman@gmail.com>
Sent: Tuesday, May 26, 2026 4:34 PM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>; Planning Shared <planning@fayetteville-ar.gov>; Agenda Item Comment <agendaitemcomment@fayetteville-ar.gov>
Subject: RZN-2026-0015 comment

Hi there!

I'd like to make comment that I am AGAINST the proposition of "RZN-2026-0015: Rezoning (NORTHWEST OF N DEANE SOLOMON ROAD AND W VANIKE DR/DRP HOLDINGS LLC, 246 & 247): Submitted by CRAFTON TULL for property located NORTHWEST OF N DEANE SOLOMON ROAD AND W VANIKE DR. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRES AND CPZD, COMMERCIAL PLANNED ZONING DISTRICT and contains approximately 36.2 acres. The request is to rezone the property to RMF- 12, RESIDENTIAL-MULTI FAMILY, 12 UNITS PER ACRE and RSF-8, RESIDENTIAL SINGLE-FAMILY, EIGHT UNITS PER ACRE."

I live in this neighborhood, and I bike through this area no less than 5 times a week. I'm deeply connected to the wildlife and ecosystem that is budding and repairing itself from previous developments.I'd like to make it known that this area is a riparian area, wetlands, hydric soils, and we already have issues with flooding in the surrounding neighborhoods. We've fought hard to preserve what is still left of the surrounding wetland area, there are protected species that are trying to make a comeback on this entire side of town, and we continue to take 1 step forward and 2 steps back in being stewards to our Natural State motto. I believe we have done irreparable harm to the area already; with a constant oversight being all the areas that are also affected *downstream*.

I do support more housing in Fayetteville, but when we have areas like the NWA mall sitting and rotting away, it makes me think we should better think about the areas that have *already* been developed and could be better utilized for high-density housing rather than continuously mowing over our nature preserves, wetlands and other wildlife areas for the sake of new construction and putting a "housing fix" sticker/stamp of approval. Yes we need more housing but we can't continue to pave paradise for parking lots & cheap short-term housing fixes.

This area is home to so much wildlife, and it would be detrimental to continue to develop it into oblivion. We have so many native species, including plants that help with the absorption of water runoff to prevent flood neighboring areas and also downstream areas that are already maxed out... Putting high density housing means you have to also alotte for adequate parking, and we've seen time and time again that more parking is NOT the answer for preventing public sprawl or preserving nature/helping with runoff.

I'd like to argue IN FAVOR or upholding these ***Fayettville Vision 2050 Guiding Principles***:

Public Comment
Post Agenda Session

Ecosystem Preservation, **Naturally** beautiful city, & Well *maintained* infrastructure & facilities. This specific area does *not* need more irresponsible housing, it needs more preservation. And until it can be proven that developers actually consider the environmental impact their construction will have, it shouldn't be handled as flippantly and quietly called a "rezoning issue"

In conclusion, we already have areas in Fayetteville (huge empty parking lots, and buildings falling to disrepair, etc) that are developed and could/SHOULD be considered for high density housing. Please stop mowing over our NATURE without the foresight of how it will wash away Fayetteville in the future and cause more harm than good; when one doesn't consider the huge role that nature/wildlife/ecosystems actually hold in keeping our land in good working condition (ie thunderstorms, major flooding, tornados, snow/ice runoff, etc) you can't truly appreciate it's beauty when everything is sunshine and rainbows.

From: jeff glover <gloverjeff@hotmail.com>
Sent: Tuesday, May 26, 2026 6:03 PM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: Rezoning at Vanike and Dean Soloman

Good afternoon,

This e-mail is in regards to Planning Commission review of rezoning request at Vanike Dr. and Dean Solomon. I read the staff findings. I disagree that this rezoning will not increase density and somehow aligns with the existing neighborhoods. It is curious to me why the proposal does not follow the existing neighborhood structure for the larger parcel and puts the burden on the commission to justify why not change it. I would rather the developer explain why it should be changed. A few extra dollars for their endeavor should not dictate our neighborhood's ongoing overcrowding and lower cost development encroachment.

I understand that the findings are focused on traffic, infrastructure, etc. I am more concerned about GREEN space in Fayetteville. Have any of you looked around? The changes in the last 6 months, 1 year, 3 years, 5 years is staggering. It almost feels that we won't have an open field or stand of trees left at this rate in this decade.

For someone who enjoys the neighborhood amenities, the trail system, the open space and the wildlife, I would say that this development would be an utter loss to our community. I understand that development will occur in the large parcel but seriously the full stand of trees that create a buffer for wildlife is outrageous. Tree City?

Jeff Glover

3295 W. Barite Dr

From: Sarah Geurtz <sdg@eda-pa.com>
Sent: Thursday, May 21, 2026 10:12 AM

Public Comment
Post Agenda Session

To: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: RE: Deane Solomon rezone question

I have contacted the NWA Land Trust to see if it applies to just their land strip there. This morning, the Corps told me that there's a wetland mitigation area there for a past development and that I would have to FOIA them to find out more.

Sarah Geurtz, PLA

Landscape Architect

EDA

From: Masters, Jessica <jmasters@fayetteville-ar.gov>
Sent: Thursday, May 21, 2026 10:09 AM
To: Sarah Geurtz <sdg@eda-pa.com>
Subject: RE: Deane Solomon rezone question

Got it. Thank you for pointing this out! This is definitely more of a development-level detail, but I will make sure it is noted in the Planning Commission report.

Jessie

Jessie Masters, AICP

Planning Director

Development Services

City of Fayetteville, Arkansas

(479) 575-8239

www.fayetteville-ar.gov

Website | Facebook | Twitter | Instagram | YouTube

CITY OF FAYETTEVILLE ARKANSAS

From: Sarah Geurtz <sdg@eda-pa.com>
Sent: Thursday, May 21, 2026 9:32 AM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: RE: Deane Solomon rezone question

I apologize! I hit some keyboard shortcut that sent my below email accidentally! I have no idea what key combo does that. Frustrating!

Anyway, this parcel holds water (and Wilson Wetland Prairie is adjacent).

Public Comment
Post Agenda Session

Sincerely,

Sarah Geurtz, PLA

Landscape Architect

EDA

From: Sarah Geurtz
Sent: Thursday, May 21, 2026 9:18 AM
To: 'Masters, Jessica' <jmasters@fayetteville-ar.gov>
Subject: RE: Deane Solomon rezone question

Thank you, Jessica. I took a photograph of the sign yesterday (pic is attached). I have also attached an image of where this sign is located.

Sarah Geurtz, PLA

Landscape Architect

EDA

From: Masters, Jessica <jmasters@fayetteville-ar.gov>
Sent: Wednesday, May 20, 2026 3:10 PM
To: Sarah Geurtz <sdg@eda-pa.com>
Subject: RE: Deane Solomon rezone question

Sarah,

Thank you for the question, and sorry for the delay in my response.

County records are showing me that this piece of property is currently owned by DRP Holdings, LLC, who is requesting the rezoning. While I don't doubt that there are likely areas that the Corps may have jurisdiction in places due to the presence of wetlands in the general area, I'm not immediately seeing where the Corps owns property? Please help point me to what you are seeing so I can work to get you the best answers.

As far as your question regarding the current CPZD that governs this property, this can be found in Ordinance 4523. The lot in question is referred to in several documents on record for that item as "Lot 4", which currently grants entitlement to building multi-family structures on that property. The applicant is requesting to remove this from the CPZD, and transition to a standard zoning district that would allow for more uses, by-right, with some additional density.

Hopefully this answers your questions. Happy to provide additional information where I can.

Jessie

Public Comment
Post Agenda Session

From: Sarah Geurtz <sdg@eda-pa.com>
Sent: Tuesday, May 12, 2026 1:44 PM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: Deane Solomon rezone question

Hi, Jessie.

Can you provide information about the past CPZD approved off Deane Solomon (go to the intersection of W Vanike Dr and Deane Solomon to zoom to it)? The Corps has a strip of land between the trail and Deane Solomon posted but the land is now up for a rezone to potentially put apartments on it and I'm confused about this. I'm wondering if this Corps strip was given to the Corps to maintain as part of the overall CPZD agreement back in the day.

I have attached the neighbor notification packet here for your reference.

Thank you,

Sarah Geurtz

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-2023

MEETING OF JUNE 30, 2026

TO: Mayor Rawn and City Council

THROUGH: Keith Macedo, Chief of Staff
Jonathan Curth, Development Services Director

FROM: Jessica Masters, Planning Director

SUBJECT: **RZN-2026-0016: Rezoning (1905 E MISSION BLVD/ROLF WILKIN, 370): Submitted by DAKOTA DEVELOPMENT LLC for property located at 1905 E MISSION BLVD. in WARD 3. The property is zoned C-1, NEIGHBORHOOD COMMERCIAL AND RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 2.50 acres. The request is to rezone the property to CS, COMMUNITY SERVICES.**

RECOMMENDATION:
City Planning staff and the Planning Commission recommend approval of a request to rezone the subject property as described and shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:
The subject property is in central Fayetteville at the southeast corner of the N. Greenview Dr. and E. Mission Blvd. intersection. A 2.50-acre parcel, the property is currently developed with a commercial building that County records indicate was constructed in 1966. The property is partly encumbered by the Hillside/Hilltop Overlay District. The property is split-zoned C-1, Neighborhood Commercial and RSF-4, Residential Single-Family, 4 Units per Acre, and records indicate the subject property was split-zoned prior to the update to City's zoning map and classifications in 2003 (ORD 4503).

Request: The request is to rezone the property from RSF-4, 4 Units per Acre and C-1, Neighborhood Commercial to CS, Community Services.

Public Comment: Staff did not receive any public comment on this request.

Land Use Compatibility: Staff finds the requested rezoning is compatible with surrounding land uses. The property sits within a mixed-use area along E. Mission Blvd, a Neighborhood Link street. The property's majority C-1 zoning supports nearby residential developments through by-right allowances for eating places, retail, and offices and offers an urban form setback option (build-to zone) that promotes pedestrian interaction, a great benefit considering the property's existing trail frontage. The existing RSF-4 zoning allows for only low-intensity residential with limited commercial uses and stricter lot requirements (70-ft. width; 8,000 sq. ft. area minimum). Rezoning the property to CS, Community Services, allows for additional residential and commercial uses that are not permitted in either C-1 or RSF-4, but that can complement the area. Additionally, this zoning district has no bulk or area requirements, incorporates the urban form setback, and a 5-story height maximum, making it a stronger fit for this corridor.

Land Use Plan Analysis: Staff finds the proposed zoning partially consistent with the property's Future Land

Use Map designation as Residential Neighborhood Area, which emphasizes residential development with supporting commercial uses at a appropriate locations that include on corners and along connecting corridors. CS is more consistent with the future plan for this corridor as it allows both residential and supporting commercial uses. The property lies approximately 1,000 feet west of a Tier 3 center at N. Meridian Dr. and E. Mission Blvd., which is defined by City Plan 2040 as a mixed-use node with commercial and/or multi-family development. CS supports this context. A CS rezoning aligns with surrounding uses and City Plan 2040 Goals 1 (appropriate infill), 3 (connected and compact development), and 6 (attainable housing) by opening up additional opportunities for more housing in a form that is compact, complete, and connected.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **5** for this site. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 5, 2979 N. Crossover Rd)
- Near Sewer Main (8-inch, N. Greenview Dr; 6-inch N. Greenview Dr.)
- Near Water Main (8-inch, E. Mission Blvd;. 2-inch, E. Mission Blvd)
- Near City Park (Broadview Subdivision Park)
- Near Paved Trail (Side-Path Trail)

DISCUSSION:
At the June 8, 2026 Planning Commission meeting, a vote of 9-0-0 forwarded the request to City Council with a recommendation of approval. Commissioners offered little comment, finding that the request was compatible with surrounding land uses and future land use goals. No members of the public spoke at the meeting.

BUDGET/STAFF IMPACT:
N/A

ATTACHMENTS: 3. Staff Review Form, 4. Exhibit A, 5. Exhibit B, 6. Planning Commission Staff Report

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

File #: 2026-2023

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2026-16 FOR APPROXIMATELY 2.5 ACRES LOCATED AT 1905 EAST MISSION BOULEVARD IN WARD 3 FROM C-1, NEIGHBORHOOD COMMERCIAL AND RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE, TO CS, COMMUNITY SERVICES

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 C-1, Neighborhood Commercial and RSF-4, Residential, Single-Family, Four Units per Acre, to CS, Community Services.

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

2026-2023

Item ID

7/7/2026

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

Jonathan Curth	6/18/2026	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

RZN-2026-0016: Rezoning (1905 E MISSION BLVD/ROLK WILKIN, 370): Submitted by DAKOTA DEVELOPMENT LLC for property located at 1905 E MISSION BLVD. in WARD 3. The property is zoned C-1, NEIGHBORHOOD COMMERCIAL ACRES AND RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 2.50 acres. The request is to rezone the property to CS, COMMUNITY SERVICES.

Budget Impact:

Account Number	Fund
Project Number	Project Title

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

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

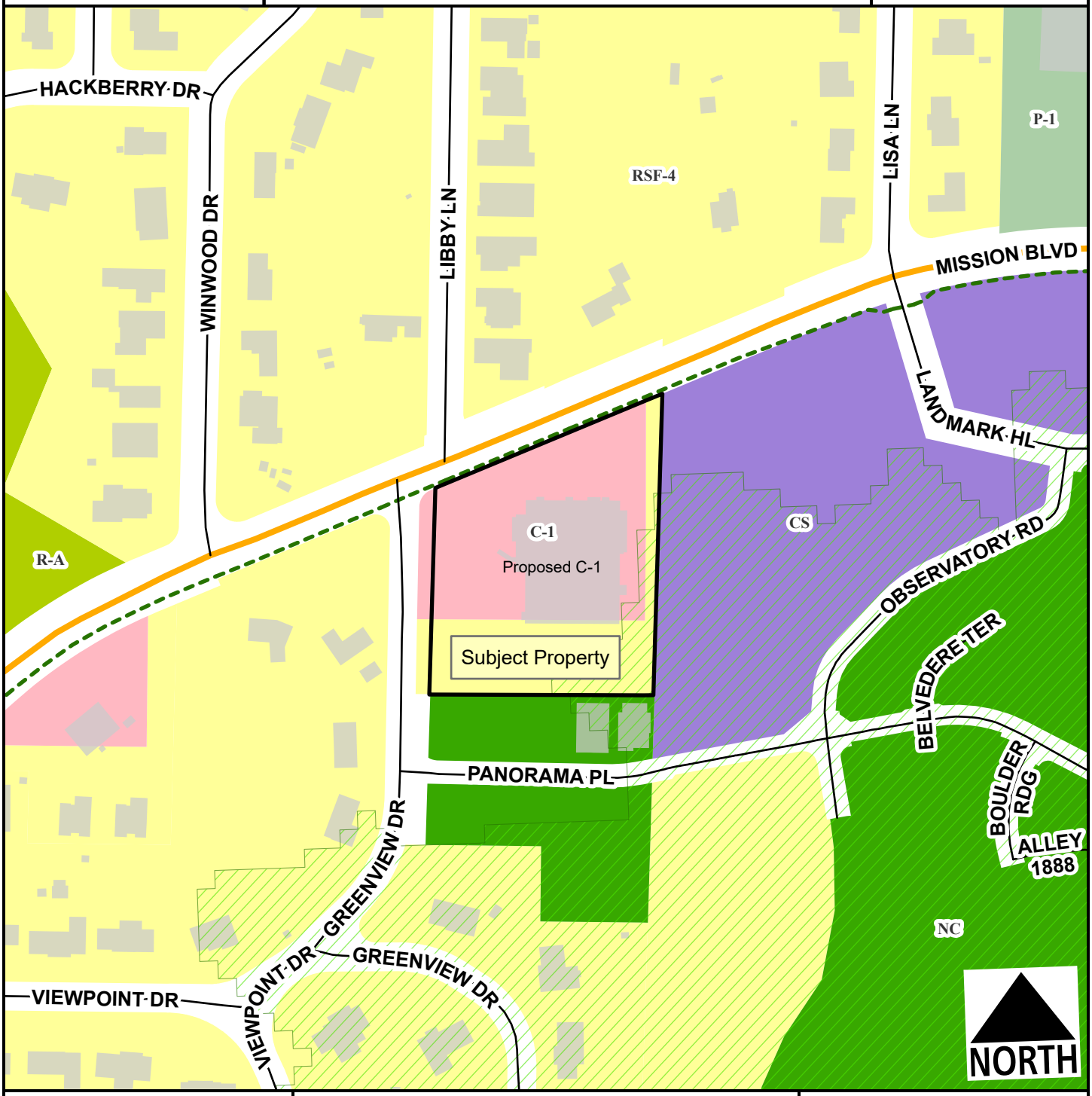
Comments:

RZN-2026-0016

Close Up View

1905 E MISSION BLVD

EXHIBIT A



- Neighborhood Link
- Unclassified
- Residential Link
- Hillside-Hilltop Overlay District
- Planning Area
- Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
C-1	1.6	2.5
NC	0.0	0.0
RSF-4	0.9	0.0

Total 2.5 ac

GIS Approved
05/01/2026

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY TO BE REZONED

PT W/2 SE SW 2.50 A FURTHER DESCRIBED AS: A part of the SE 1/4 of the SW 1/4 of Section 2, T-16-N, R-30-W, Washington County, Arkansas, being more particularly described as follows: Beginning at a 1/2" rebar located N 03°40'34" E, 731.85 feet and S 87.48'42" E, 349.91 feet from a stone located at the SW corner of said forty acre tract, and running thence N 03°42'40" E, 285.74 feet to a 1/2" rebar located on the South right-of-way line of Arkansas State Highway #45; thence N 69°26'54" E, 339.95 feet along said right-of-way to a 1/2" rebar; thence leaving said right-of-way and runningS 03°42'40" W, 417.19 feet to a 1/2" rebar; thence N 87"48'42" W, 310.03 feet to the point of beginning, containing 2.50 acres, more or less.

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Jessie Masters, Planning Director

FROM: Wes Frank, Planner

MEETING DATE: June 8, 2026 Updated with results

SUBJECT: **RZN-2026-0016: Rezoning (1905 E MISSION BLVD/ROLK WILKIN, 370):** Submitted by DAKOTA DEVELOPMENT LLC for property located at 1905 E MISSION BLVD. The property is zoned C-1, NEIGHBORHOOD COMMERCIAL ACRES AND RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 2.50 acres. The request is to rezone the property to CS, COMMUNITY SERVICES.

RECOMMENDATION:
Staff recommends forwarding **RZN-2026-0016** to City Council with a recommendation of approval.

RECOMMENDED MOTION:
*"I move to forward **RZN-2026-0016** to City Council with a recommendation of approval."*

BACKGROUND:
The subject property is in central Fayetteville at the southeast corner of the N. Greenview Dr. and E. Mission Blvd. intersection. A 2.50-acre parcel, the property is currently developed with a commercial building that County records indicate was constructed in 1966. The property is partly encumbered by the Hillside/Hilltop Overlay District. The property is split-zoned C-1, Neighborhood Commercial and RSF-4, Residential Single-Family, 4 Units per Acre, and records indicate the subject property was split-zoned prior to the update to City's zoning map and classifications in 2003 (ORD 4503). 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	RSF-4, Residential Single-Family, 4 Units per Acre
South	Single-Family Residential	NC, Neighborhood Conservation
East	Undeveloped	CS, Community Services
West	Single-Family Residential	RSF-4, Residential Single-Family, 4 Units per Acre

Request: The request is to rezone the property from RSF-4, 4 Units per Acre and C-1, Neighborhood Commercial to CS, Community Services.

Public Comment: To date, staff has received no public comment regarding this request.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW:

Streets: The subject area has street frontage along E. Mission Blvd. which is a fully improved Neighborhood Link street with asphalt paving, sidewalk and curb and gutter. The subject area also has street frontage along N. Greenview Dr. which is a partially improved Residential Link street with asphalt paving and open ditches. Any street improvements required in these areas would be determined at the time of the development proposal.

Water: Public water is available to the subject area. Existing 8-inch water main is present along E. Mission Blvd. Existing 2-inch water main is present along E. Mission Blvd.

Sewer: Sanitary sewer is available to the subject area. Existing 8-inch sewer main is present along N. Greenview Dr. Existing 6-inch sewer main is present along N. Greenview Dr.

Drainage: A portion of the property lies within the Hillside-Hilltop overlay district. Additional restrictions will apply at the time of development. Engineered footing designs will be required at the time of building permit submittal, as well as grading, erosion control and abbreviated tree preservation plans. No portion of the property lies within a FEMA floodplain. Additionally, no protected streams are present on the subject property. No hydric soils are present on the property.

Fire: Station 5, located at 2979 N. Crossover Rd., protects this site. The property is located approximately 2 miles from the fire station with an anticipated drive time of approximately 4 minutes using existing streets. The anticipated response time would be approximately 6.2 minutes. Fire Department response time is calculated based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of 6 minutes for an engine and 8 minutes for a ladder truck.

Police: The Police Department did not comment on this request.

Tree Preservation:

The proposed zoning district, CS, Community services, requires **20% minimum canopy preservation.** The current zoning districts, C-1, Neighborhood Commercial requires **20% minimum canopy preservation and** RSF-4, Single-family Residential — 4 Units per Acre, requires **25% minimum canopy preservation**.

CITY PLAN 2040 FUTURE LAND USE PLAN: The City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **Residential Neighborhood Area.**

Residential Neighborhood areas are primarily residential in nature and support a wide variety of housing types of appropriate scale and context. Residential Neighborhood encourages highly connected, compact blocks with gridded street patterns and reduced building setbacks. It also encourages traditional neighborhood development that incorporates low-intensity non-residential uses intended to serve the surrounding neighborhoods. This designation recognizes the existing conventional subdivision developments that may have large blocks with conventional setbacks and development patterns that respond to features of the natural environment.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **5** for this site with a weighted score of **4.5**. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 5, 2979 N. Crossover Rd)
- Near Sewer Main (8-inch, N. Greenview Dr; 6-inch N. Greenview Dr.)
- Near Water Main (8-inch, E. Mission Blvd;. 2-inch, E. Mission Blvd)
- Near City Park (Broadview Subdivision Park)
- Near Paved Trail (Side-Path Trail)

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: ***Land Use Compatibility:*** **Staff finds the requested rezoning compatible with surrounding land uses. The property sits within a mixed-use area along E. Mission Blvd, a Neighborhood Link street. The property's majority C-1 zoning supports nearby residential developments through by-right allowances for eating places, retail, and offices and offers an urban form setback option (build-to zone) that promotes pedestrian interaction, a great benefit considering the property's existing trail frontage. The existing RSF-4 zoning allows for only low-intensity residential with limited commercial uses and stricter lot requirements (70-ft. width; 8,000 sq. ft. area minimum). Rezoning the property to CS, Community Services, allows for additional residential and commercial uses that are not permitted in either C-1 or RSF-4. Additionally, this zoning district has no bulk or area requirements, incorporates the urban form setback, and a 5-story height maximum, making it a stronger fit for this corridor.**

Land Use Plan Analysis: **Staff finds the proposed zoning partially consistent with the property's Future Land Use Map designation as Residential Neighborhood Area, which emphasizes residential development with supporting commercial uses. CS is more compatible for this corridor as it allows both residential and supporting commercial uses. The property lies approximately 1,000 feet west of a Tier 3 center at N. Meridian Dr. and E. Mission Blvd., which is defined by City Plan 2040 as a mixed-use node with commercial and/or multi-family development. CS would support this context. A CS rezoning aligns with surrounding uses and City Plan 2040 Goals 1 (appropriate infill), 3 (connected and compact development), and 6 (attainable housing) by opening up additional opportunities for more housing in a form that is compact, complete, and connected.**

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: **Staff finds there is justification to rezone the split zoned property from RSF-4 and C-1 to entirely CS. A rezoning to CS would permit the development of light commercial and residential, which could support the nearby residential dwellings along a high-volume corridor while also improving housing stock.**

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: **Staff finds that rezoning the property from its split zoning to entirely CS could increase traffic, though not to an appreciable degree when considering its existing entitlements. The subject property has direct access to two public streets and fronts along a newly constructed trail which could provide alternative options of transportation. Any street improvements required in this area would be determined at the time of development proposal.**

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: **Rezoning the property from C-1 and RSF-4 to CS has the potential to alter the population density since CS would allow for increased residential development. Given the property's proximity to public streets, trails, water, sewer, and schools, staff finds that the proposed rezoning is not likely to undesirably increase the load on public services. 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. The Police and Fire departments have expressed no objections to the proposal.**

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-2026-0016 to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION:	**Required**	**YES**	
Date: June 8, 2026	❒ **Tabled**	☒ **Forwarded** with a recommendation of approval.	❒ **Denied**
Motion: Brink			
Second: Cabe			
Vote: 9-0-0			

BUDGET/STAFF IMPACT:
None

ATTACHMENTS:

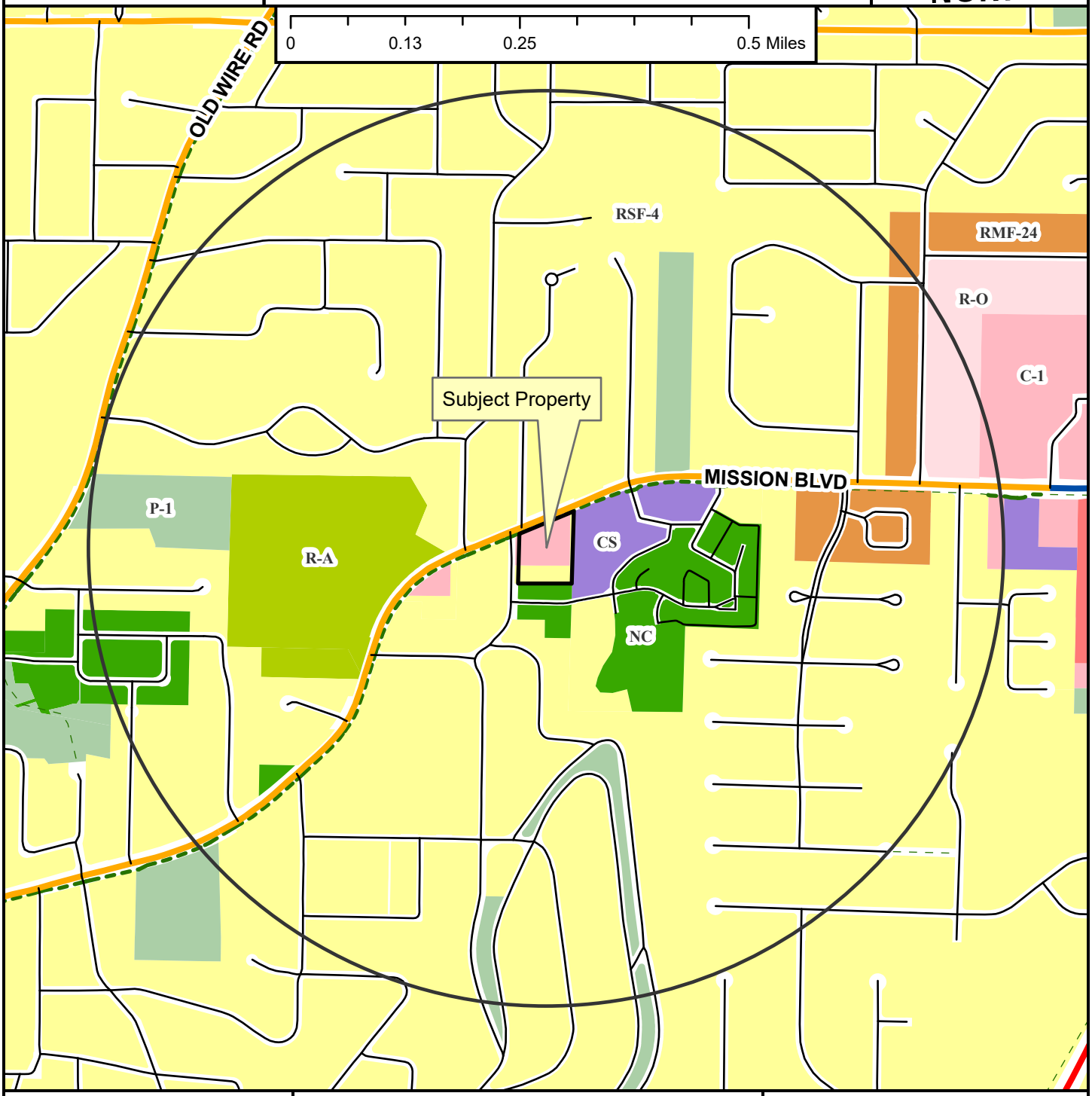
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map
- Unified Development Code
    - §161.07 District RSF-4, Residential Single-Family — Four (4) Units Per Acre
    - §161.21 District C-1, Neighborhood Commercial
    - §161.22 Community Services
- Long-Range Planning Memo
- Request Letter

RZN-2026-0016

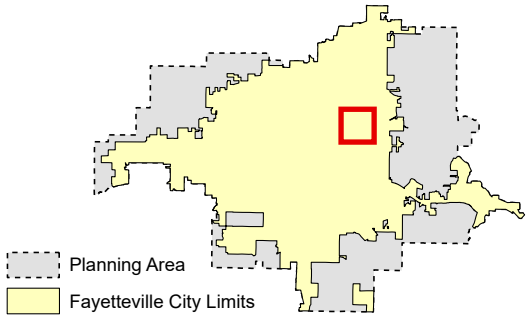
One Mile View

1905 E MISSION BLVD

NORTH



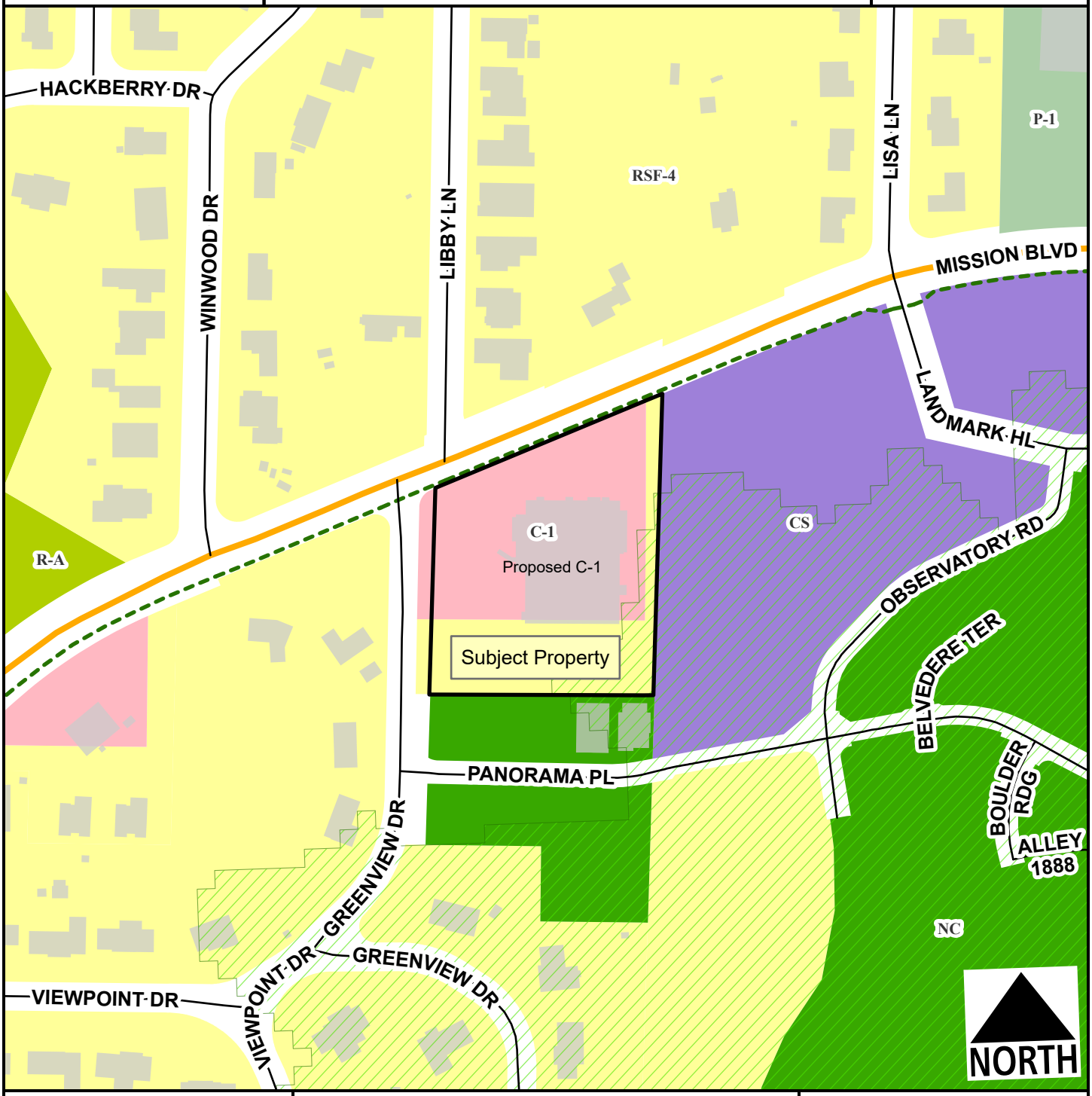
- Regional Link
- Neighborhood Link
- Regional Link - High Activity
- Unclassified
- Residential Link
- Shared-Use Paved Trail
- Trail (Proposed)
- Fayetteville City Limits
- Planning Area



RZN-2026-0016

Close Up View

1905 E MISSION BLVD



Neighborhood Link
Unclassified
Residential Link
Hillside-Hilltop Overlay District
Planning Area
Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
C-1	1.6	2.5
NC	0.0	0.0
RSF-4	0.9	0.0

Total 2.5 ac

RZN-2026-0016

Current Land Use

1905 E MISSION BLVD

NORTH



- 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

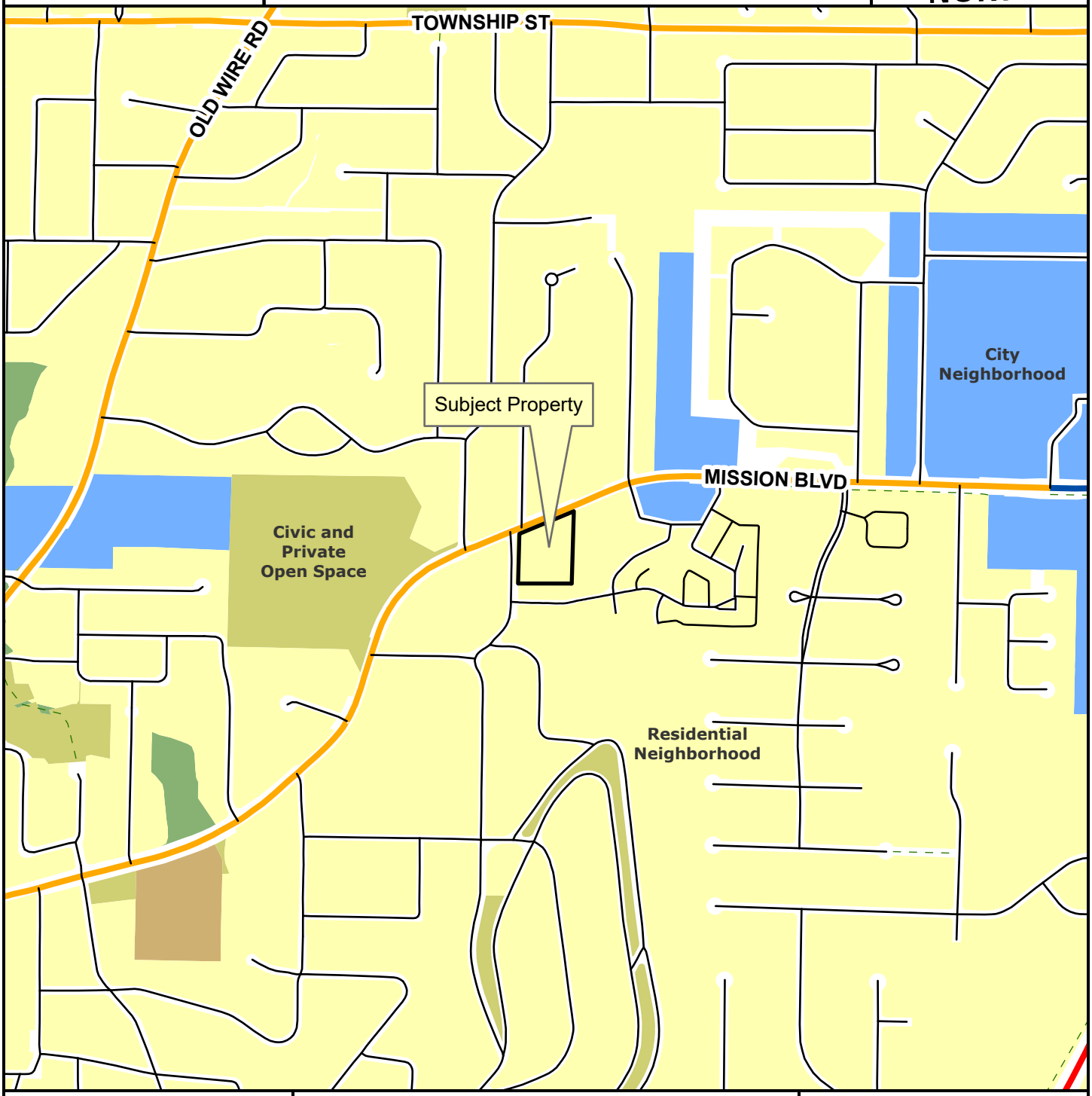
- 100-Year Floodplain
- Floodway

RZN-2026-0016

Future Land Use

1905 E MISSION BLVD

NORTH



- Regional Link
- Neighborhood Link
- Regional Link - High Activity
- Unclassified
- Residential Link
- Planning Area
- Fayetteville City Limits
- Trail (Proposed)

Feet

0 305 610 1,220 1,830 2,440

1:10,000

- City Neighborhood
- Civic Institutional
- Civic and Private Open Space
- Industrial
- Natural
- Non-Municipal Government
- Residential Neighborhood
- Rural Residential
- Urban Center

161.07 District RSF-4, Residential Single-Family — Four (4) Units Per Acre

(A) *Purpose.* The RSF-4 Residential District is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 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)

161.21 District C-1, Neighborhood Commercial

(A) *Purpose.* The Neighborhood Commercial District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas. The intent of this district is to allow administrative approval if the developer decides to use urban form, in compliance with the build-to zone and minimum buildable street frontage as specified herein.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 5	Government Facilities
Unit 13	Eating places
Unit 15	Neighborhood shopping
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 25	Offices, studios, and related services
Unit 40	Sidewalk Cafes
Unit 44	Cluster Housing Development
Unit 45	Small scale production
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 16	Shopping goods
Unit 34	Liquor stores
Unit 35	Outdoor music establishments*
Unit 36	Wireless communications facilities*
Unit 42	Clean technologies

(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	10 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 or rear, when contiguous to a single-family residential district	15 feet

(F) *Building Height Regulations*.

Building Height Maximum	5 stories

If a building exceeds the height of two (2) stories, the portion of the building that exceeds two (2) stories shall have an additional setback from any 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 40% 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)

161.22 Community Services

(A) *Purpose.* The Community Services District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas and is intended to provide for adaptable mixed-use centers located along commercial corridors that connect denser development nodes. There is a mixture of residential and commercial uses in a traditional urban form with buildings addressing the street. For the purposes of Chapter 96: Noise Control, the Community Services District is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three- and four-family dwellings
Unit 13	Eating places
Unit 15	Neighborhood Shopping goods
Unit 24	Home occupations
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 40	Sidewalk Cafes
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation, trades and services
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 19	Commercial recreation, small sites
Unit 28	Center for collecting recyclable materials
Unit 34	Liquor stores
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities*
Unit 42	Clean technologies
Unit 48	Private dormitories

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Dwelling	18 feet
All others	None

(2) *Lot Area Minimum. None.*

(E) *Setback regulations.*

Front	A build-to zone that is located between 10 feet and a line 25 feet from the front property line.
Side and rear	None
Side or rear, when contiguous to a single-family residential district	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	5 stories

(G) *Minimum Buildable Street Frontage.* 50% of the lot width.

(Ord. No. 6945, §5(Exh. D), 12-16-25)

CITY OF FAYETTEVILLE ARKANSAS

STAFF MEMO

TO: Jessie Masters, Planning Director

FROM: Kylee Cole, Long Range & Preservation Planner

MEETING DATE: June 8, 2026

SUBJECT: **Long Range Planning Comments Regarding RZN-2026-0016**

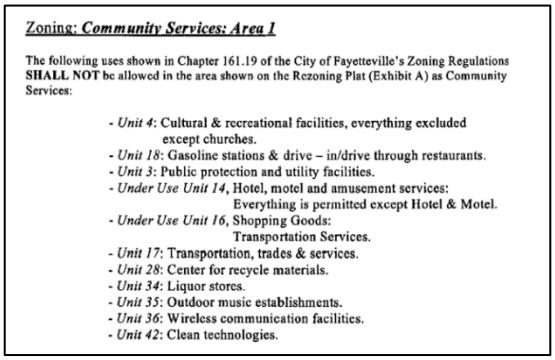
BACKGROUND:
The applicant requests to rezone approximately 2.5 acres from RSF-4, Residential Single-Family, Four Units Per Acre and C-1, Neighborhood Commercial to CS, Community Services. One long range planning document is relevant when evaluating this request: *City Plan 2040.*

City Plan 2040 (2020):
City Plan 2040 includes several relevant plan goals and objectives:

- Goal 1 – We will make appropriate infill and revitalization our highest priority.
- Goal 2 – We will discourage suburban sprawl.
- Goal 3 – We will make compact, complete, and connected development the standard.
- Goal 6 – We will create opportunities for attainable housing.
    - 3.6.1 - Increase housing choices by encouraging a mixture of housing types and sizes dispersed throughout the city and in proximity to transit and active transportation networks. (p.45)

On its adoption in early 2020, *City Plan 2040* carried forward goals from prior comprehensive plans and organized them into six primary goals. The goals were meant to focus the City's efforts on appropriate infill that furthers a variety of transportation options, supports the creation of attainable housing, and limits the amount of land consumed by development on the City's periphery, often termed "suburban sprawl".

DISCUSSION:
Zoning History:
The subject property was annexed into the City in 1967 (Ord. No. 1556). Then on June 29, 1970, Council enacted a new zoning map and set of districts and zoning requirements for the city (Ord. No. 1747). This map shows the subject property as zoned into the "C-1" neighborhood commercial and low-density "R-1" zoning district, which was subsequently translated to "C-1" and "RSF-4," respectively, with the adoption of the city's Unified Development Code in 2003. This request would unify the property under one zoning district, clarifying this property's zoning requirements and standards.


Zoning: ***Community Services: Area 1***

The following uses shown in Chapter 161.19 of the City of Fayetteville's Zoning Regulations **SHALL NOT** be allowed in the area shown on the Rezoning Plat (Exhibit A) as Community Services:

- *Unit 4*: Cultural & recreational facilities, everything excluded except churches.
- *Unit 18*: Gasoline stations & drive – in/drive through restaurants.
- *Unit 3*: Public protection and utility facilities.
- *Under Use Unit 14*, Hotel, motel and amusement services: Everything is permitted except Hotel & Motel.
- *Under Use Unit 16*, Shopping Goods: Transportation Services.
- *Unit 17*: Transportation, trades & services.
- *Unit 28*: Center for recycle materials.
- *Unit 34*: Liquor stores.
- *Unit 35*: Outdoor music establishments.
- *Unit 36*: Wireless communication facilities.
- *Unit 42*: Clean technologies.

Figure 1. Excerpt from Ord. 5445 showing prohibited uses outlined in a Bill of Assurance for the adjacent property.

Of note, the property to the east, which is also zoned CS, was rezoned in 2011 with a bill of assurance prohibiting several conditional uses including cultural and institutional and transportation and

drive-through uses (see Figure 1). Since these are standard conditional uses in the CS zoning district, they would already require additional review and be subject to conditions of approval by the Planning Commission. Staff has also found that administering zoning district subject to Bills of Assurance can be cumbersome for property owners, city staff, and the Planning Commission. As such, staff does not find a Bill of Assurance for this property to be prudent just because it exists on an adjacent property.

City Plan 2040 and Future Land Use Plan:
The area is designated as “Residential Neighborhood” on the Future Land Use Map, which are “primarily residential in nature and support a wide variety of housing types of appropriate scale and context.” The request aligns with this designation by adding a variety of residential types to the portion of the site currently zoned C-1, where no housing is currently permitted, and expanding beyond single-family detached residences for the portion currently zoned RSF-4. CS would maintain the potential for complete development that offers goods and services to the surrounding neighborhood. This meets goals 1, 2, & 6 of City Plan 2040 for complete infill development in areas already supported by infrastructure.

WRITTEN JUSTIFICATION

APPLICATION FOR REZONING

The subject Property is located at 1905 E. Mission Boulevard, Fayetteville, AR, with Tax Parcel Number 765-13373-000 (the "Property"). It is situated at the southeast corner of N. Greenview Dr. and E. Mission Boulevard. The Property includes one lot approximately 2.50 acres in size and is zoned Residential Single Family – Four Units per Acre and Neighborhood Commercial (C-1).

The Property currently has buildings with mainly medical and general offices, which are allowed in the C1 district (unit 25). There is a small strip of RSF-4 zoning along the eastern boundary of the Property, about 5 feet wide, and another section along the southern boundary that overlaps existing parking and emergency vehicle circulation. The zoning change intends to eliminate the confusing split multiple districts and rezone the entire parcel to CS. This change aligns with the property's current permitted uses and makes it compatible with the two nearby parcels to the east on E. Mission Boulevard (zoned CS) and its surrounding context. As a result, the rezoning proposal will not negatively affect or conflict with neighboring land uses.

Sincerely,

Lawrence Finn
Dakota Development

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-2022

MEETING OF JUNE 30, 2026

TO: Mayor Rawn and City Council

THROUGH: Keith Macedo, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Planning Director

FROM: Citlali Samano, Planner

SUBJECT: **RZN-2026-0017: Rezoning (3105 N OLD WIRE RD/OWEN FAMILY TRUST, 255) Submitted by JASON APPEL for property located at 3105 N OLD WIRE RD in WARD 3. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 3.53 acres. The request is to rezone the property to P-1, INSTITUTIONAL**

RECOMMENDATION:
Staff and the Planning Commission recommend approval of forwarding **RZN-2026-0017** to City Council with a recommendation of approval.

BACKGROUND:
The subject property is in northeast Fayetteville on the northwest corner of N Old Wire Rd and E Skillern Rd. While the subject property contains 3.53 acres, the overall property totals 8.7 acres, with the full acreage currently zoned RSF-4, Residential Single-Family, Four Units per Acre. In April 2026, the Planning Commission considered and denied a conditional use permit request for Mobius Learning Academy on the property, with several commissioners expressing a preference to see the applicant seek a rezoning. The property is in the process of being split into two lots (LSP-2026-0016) with the proposed 3.53 acre lot located towards the south end, abutting N. Old Wire Rd. The property is not subject to any overlay districts but is partially within the floodplain, floodway, and streamside protection zone associated with Flynn Creek to the west.

Request: The request is to rezone the subject property, totaling 3.53 acres, from RSF-4, Residential Single-Family, Four Units per Acre to P-1, Institutional.

Public Comment: Staff has received three public comments, via email and in-person, citing concerns about traffic, road infrastructure, pedestrian/cyclist safety, and streamside protection drainage.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **4**. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 5, 2493 N Crossover Rd)
- Near Water Main (6" line, N Old Wire Rd and 36" line along Flynn Creek)
- Near City Park (Rocky Branch Park)

- Near Paved Trail (Niokaska Creek Trail)

Land Use Compatibility: Staff finds the proposed institutional zoning to be compatible with the existing land use pattern and intent of the district standards. The subject property is situated along N. Old Wire Road, which is classified as a Neighborhood Link Street designed to transition traffic from low-volume local roads to regional arterials. This specific street topology prioritizes pedestrian and cyclist safety by incorporating wider greenspaces and accommodating bicycle traffic on sidewalks rather than active drive lanes, establishing an infrastructure network well-suited for mixed-use and community-oriented facilities. While the immediate vicinity consists of residential zoning lots that currently lack institutional services, the broader corridor transitions systematically into commercial and mixed-use zones. Placing an institutional facility at this location provides a logical land use buffer between these intensities. Specifically, the applicant has stated their intent to establish a childcare facility serving an estimated 100 to 300 students from the surrounding area; while the final enrollment capacity remains subject to state licensing laws and regulations, the core intent of the use remains unchanged. Importantly, while this rezoning request explicitly evaluates the compatibility of the proposed use on the property, any future development of the site will mandate full compliance with city standards, including necessary roadway dedication and infrastructure improvements along the property frontage. Utilizing direct access to a transitional thoroughfare mitigates commercial traffic intrusion into local neighborhood streets, while these required development-stage improvements will ensure safe site ingress and egress. Consequently, the request aligns with municipal policies that encourage functional, visually enhanced institutional development along primary transit corridors.

Land Use Plan Analysis: Staff finds that while the request is not fully consistent with the property's Future Land Use Map designations of Natural Area and Residential Neighborhood, it strongly aligns with the strategic objectives of City Plan 2040. The existing Natural Area designation reflects an intent to preserve natural landscapes, which is likely designated in conjunction with the floodway, floodplain, and streamside protection zones associated with Flynn Creek along the western boundary of the property. However, the surrounding Residential Neighborhood designation anticipates housing densities that would benefit significantly from proximate, neighborhood-serving services. Utilizing a P-1 (Institutional) zoning district establishes an appropriate land-use balance by bridging established residential areas, natural zones, and high-activity streets. Furthermore, the P-1 district maintains a 25% minimum tree canopy requirement, ensuring that future development actively preserves the surrounding environmental context and maintains the core intent of the Natural Area designation. Allowing this specific use strengthens residential connectivity along N. Old Wire Road as it links to a major regional arterial like N. Crossover Road. This development pattern directly supports City Plan 2040 Goal #4 and Goal #5 by growing a livable transportation network and assembling an enduring green network through compact, complete, and connected development. Specifically, any future development improvements on the site could offer a critical opportunity to assist in expanding and connecting the city's active trail network. Ultimately, the proposed use will contribute to local economic activity and provide a needed institutional service to the immediate community.

DISCUSSION:

At its June 9, 2026, meeting, the Planning Commission voted 7-1-0 to forward the request to the City Council with a recommendation of approval. While the Commission generally raised no concerns with the proposed zoning district, they requested that City staff address public comments from two residents regarding traffic, water, and sewer capacities. In response, staff clarified that water service would likely be accessed from the west side of the parcel, while sewer service would necessitate an extension from the south. Furthermore, staff noted that street improvements will be evaluated during the large-scale development process, and a significant institutional use could trigger a requirement for a traffic study to determine if off-site improvements are necessary.

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 #: 2026-2022

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2026-17 FOR APPROXIMATELY 3.53 ACRES LOCATED AT 3105 NORTH OLD WIRE ROAD IN WARD 3 FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE, TO P-1, INSTITUTIONAL

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from RSF-4, Residential, Single-Family, Four Units per Acre, to P-1, Institutional.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

City of Fayetteville Staff Review Form

2026-2022

Item ID

7/7/2026

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

Jonathan Curth	6/16/2026	DEVELOPMENT SERVICES (620)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

RZN-2026-0017: Rezoning (3105 N OLD WIRE RD/OWEN FAMILY TRUST, 255) Submitted by JASON APPEL for property located at 3105 N OLD WIRE RD in WARD 3. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 3.53 acres. The request is to rezone the property to P-1, INSTITUTIONAL.

Budget Impact:

Account Number	Fund
Project Number	Project Title

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

V20221130

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

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

Original Contract Number: _____

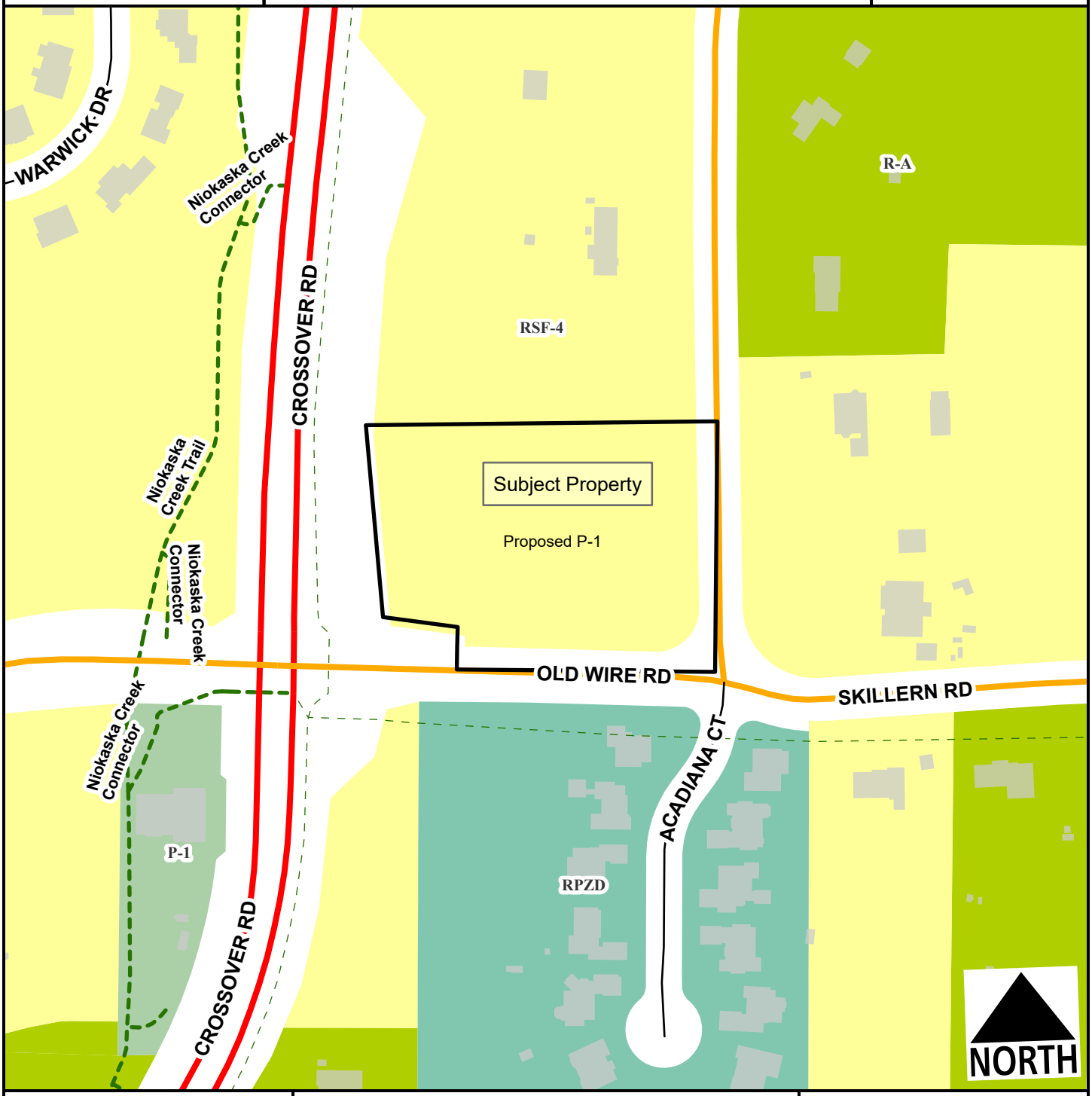
Comments:

RZN-2026-0017

Close Up View

3105 N OLD WIRE RD

EXHIBIT A



- Regional Link
- Neighborhood Link
- Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
P-1	0.0	3.5
RSF-4	3.0	0.0

Total 3.5 ac

EXHIBIT B

SURVEY DESCRIPTION TRACT 1 (THIS PLAT).

A PART OF THE E1/2 OF THE NW1/4 OF THE NW1/4 OF SECTION 31, TOWNSHIP 17 NORTH, RANGE 29 WEST, WASHINGTON COUNTY, ARKANSAS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NW1/4 OF THE NW1/4 OF SAID SECTION 31; THENCE ALONG THE SOUTH LINE OF SAID NW1/4 OF THE NW1/4 S87°27'42"E 954.19 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF N. CROSSOVER RD. / HWY. 265 (R/W VARIES) AND THE POINT OF BEGINNING; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING 3 (THREE) COURSES: N03°10'21"E 58.81 FEET TO AN AHTD ALUMINUM MONUMENT FOUND; N80°29'12"W 104.01 FEET TO AN AHTD ALUMINUM MONUMENT FOUND; N03°06'42"W 266.38 FEET TO AN AHTD ALUMINUM MONUMENT FOUND; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE S88°38'15"E 486.04 FEET TO THE EAST LINE OF SAID NW1/4 OF THE NW1/4 OF SECTION 31; THENCE ALONG SAID EAST LINE S02°29'29"W 346.49 FEET TO THE SOUTHEAST CORNER OF SAID NW1/4 OF THE NW1/4; THENCE ALONG THE SOUTH LINE OF SAID NW1/4 OF THE NW1/4 N87°27'46"W 357.41 FEET TO THE POINT OF BEGINNING, CONTAINING 3.53 ACRES, MORE OR LESS. SUBJECT TO THE RIGHT-OF-WAY OF N. OLD WIRE ROAD AND SUBJECT TO ANY EASEMENTS, COVENANTS OR RESTRICTIONS OF RECORD OR FACT.

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Jessie Masters, Planning Director

FROM: Citlali Samano, Planner

MEETING DATE: June 8, 2026 updated with PC results

SUBJECT: **RZN-2026-0017: Rezoning (3105 N OLD WIRE RD/OWEN FAMILY TRUST, 255)** Submitted by JASON APPEL for property located at 3105 N OLD WIRE RD. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 3.53 acres. The request is to rezone the property to P-1, INSTITUTIONAL.

RECOMMENDATION:
Staff recommends forwarding **RZN-2026-0017** to City Council with a recommendation of approval.

RECOMMENDED MOTION:
*"I move to forward **RZN-2026-0017** to City Council with a recommendation of approval."*

BACKGROUND:
The subject property is in northeast Fayetteville on the northwest end of the intersection of N Old Wire Rd and E Skillern Rd. The property contains one parcel totaling 8.7 acres whilst the subject property contains 3.53 acres which is currently zoned RSF-4, Residential Single-Family, Four Units per Acre. The parcel is in the process of being split into two parcels (LSP-2026-0016) with the lot sizes noted above and the subject property being towards the south end of the parcel. The property is not subject to any overlay districts but is partially within the floodplain, floodway, and streamside protection zone to the west. Surrounding land uses and zoning are depicted in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Residential	RSF-4, Residential Single-Family, Four Units per Acre
South	Residential	RPZD, Residential Planned Zoning District
East	Residential	RSF-4, Residential Single-Family, Four Units per Acre; R-A, Residential Agricultural
West	Crossover Rd; Residential	RSF-4, Residential Single-Family, Four Units per Acre

Request: The request is to rezone the subject property from RSF-4, Residential Single-Family, Four Units per Acre to P-1, Institutional

Public Comment: Staff has received one public comment citing traffic concerns, road infrastructure, pedestrian/cyclist safety, and streamside protection drainage concerns.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW:

Streets: The subject property has frontage along North Old Wire Road. North Old Wire Road is a partially improved Neighborhood Link Street with asphalt paving and open ditches. Any street improvements required in these areas would be determined at the time of development proposal. Any additional improvements or requirements for drainage will be determined at time of development.

Water: Public water is available to the subject property. There is an existing 6-inch water main along North Old Wire Road and an additional 8-inch water main along North Old Wire Road.

Sewer: Sanitary Sewer is not available to the subject property.

Drainage: While no portion of the property lies within the Hillside Hilltop Overlay District (HHOD) and there are no known wet weather sewer capacity issues in the City's 2025 Sewer Master Plan, the site does contain a FEMA floodplain, a protected stream, and hydric soils that will trigger future development restrictions and reviews. A floodplain development review will be required at the time of permit or plan submittal to restrict flood zone impacts, which may require flood studies, elevation certificates, or formal FEMA approval. Additionally, the property is subject to Streamside Protection Zone regulations, creating a protected buffer that is a minimum of 50 feet wide from the top of the stream bank, and potentially wider based on the floodway, where buildings and parking lots are prohibited, though trails and certain utilities are allowed. Finally, because hydric soils indicate the potential presence of wetlands, further environmental studies are required; before any permits can be issued, an environmental professional must submit a report verifying the site conditions, and if wetlands are identified, a US Army Corps of Engineers (USACE) Determination of Jurisdictional Wetlands will be required during the development submittal process.

Fire: Station 5, located at 2979 N. Crossover Rd., protects this site. The property is located approximately 0.3 miles from the fire station with an anticipated drive time of approximately 1 minute using existing streets. The anticipated response time would be approximately 3.2 minutes. Fire Department response time is calculated based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of 6 minutes for an engine and 8 minutes for a ladder truck.

Police: The Police Department did not comment on this request.

Tree Preservation:

The current zoning district of RSF-4, Residential Single-Family, Four Units per Acre, requires **25% minimum canopy preservation.** The proposed zoning district of P-1, Institutional, requires **25% minimum canopy preservation**.

CITY PLAN 2040 FUTURE LAND USE PLAN: The City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **Residential Neighborhood and Natural Areas.**

Residential Neighborhoods are primarily residential in nature and support a wide variety of housing types of appropriate scale and context: single-family, duplexes, rowhouses, multifamily and accessory dwelling units. Residential Neighborhood encourages highly connected, compact blocks with gridded street patterns and reduced building setbacks. It also encourages traditional neighborhood development that incorporates low-intensity non-residential uses intended to serve the surrounding neighborhoods, such as retail and offices, on corners and along connecting corridors. This designation recognizes existing conventional subdivision developments which may have large blocks with conventional setbacks and development patterns that respond to features of the natural environment. Building setbacks may vary depending on the context of the existing neighborhood.

Natural Areas consist of lands approximating or reverting to a wilderness conditions, including those with limited development potential due to topography, hydrology, vegetation or value as an environmental resource. These resources can include stream and wildlife corridors, as well as natural hubs and cores, many of which are identified in the generalized enduring green network. A Natural Area designation would encourage a development pattern that requires conservation and preservation, prevents degradation of these areas, and would utilize the principles of low impact development stormwater infrastructure for all developments. Natural Areas are prime candidates for conservation subdivision design and/or clustered development patterns.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **4** for this site with a weighted score of **4.5**. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 5, 2493 N Crossover Rd)
- Near Water Main (6" line, N Old Wire Rd and 36" line along Flynn Creek)
- Near City Park (Rocky Branch Park)
- Near Paved Trail (Niokaska Creek Trail)

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 proposed institutional development is compatible with the existing land use pattern and complies with the intent of the district standards. The subject property is situated along N. Old Wire Road, which is classified as a Neighborhood Link Street designed to transition traffic from low-volume local roads to regional arterials. This specific street topology prioritizes pedestrian and cyclist safety by incorporating wider greenspaces and accommodating bicycle traffic on sidewalks rather than active drive lanes, establishing an infrastructure network well-suited for mixed-use and community-oriented facilities. While the immediate vicinity consists of residential zoning lots that currently lack institutional services, the broader corridor transitions systematically into commercial and mixed-use zones. Placing an institutional facility at this location provides a logical land use buffer between these intensities. Specifically, the applicant has stated their intent to establish a childcare facility serving an estimated 100 to 300 students from the surrounding area; while the final enrollment capacity remains subject to state licensing laws and regulations, the core intent of the use remains unchanged. Importantly,**

while this rezoning request explicitly evaluates the compatibility of the proposed use on the property, any future development of the site will mandate full compliance with city standards, including necessary roadway dedication and infrastructure improvements along the property frontage. Utilizing direct access to a transitional thoroughfare mitigates commercial traffic intrusion into local neighborhood streets, while these required development-stage improvements will ensure safe site ingress and egress. Consequently, the request aligns with municipal policies that encourage functional, visually enhanced institutional development along primary transit corridors.

Land Use Plan Analysis: **Staff finds that while the request is not fully consistent with the property's Future Land Use Map designations of Natural Area and Residential Neighborhood, it strongly aligns with the strategic objectives of City Plan 2040. The existing Natural Area designation reflects an intent to preserve natural landscapes, which is likely designated in conjunction with the floodway, floodplain, and streamside protection zones associated with Flynn Creek along the western boundary of the property. However, the surrounding Residential Neighborhood designation anticipates housing densities that would benefit significantly from proximate, neighborhood-serving services. Utilizing a P-1 (Institutional) zoning district establishes an appropriate land-use balance by bridging established residential areas, natural zones, and high-activity streets. Furthermore, the P-1 district maintains a 25% minimum tree canopy requirement, ensuring that future development actively preserves the surrounding environmental context and maintains the core intent of the Natural Area designation. Allowing this specific use strengthens residential connectivity along N. Old Wire Road as it links to a major regional arterial like N. Crossover Road. This development pattern directly supports City Plan 2040 Goal #4 and Goal #5 by growing a livable transportation network and assembling an enduring green network through compact, complete, and connected development. Specifically, any future development improvements on the site could offer a critical opportunity to assist in expanding and connecting the city's active trail network. Ultimately, the proposed use will contribute to local economic activity and provide a needed institutional service to the immediate community.**

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: **A rezone from RSF-4 to P-1 does not fully maintain the site's agreement with its mixed "Natural Area" and "Residential Neighborhood" designation, however the Natural Areas are encompassed by Flynn Creek and its surrounding flood designations.**

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 P-1 Institutional constitutes a shift from residential use to public and institutional use; however, because P-1 is not a residential district, this change will not increase residential density, but**

rather site intensity. While the applicant currently intends to build a childcare facility, the P-1 district broadly allows for uses such as parkways, wildlife preserves, art galleries, museums, schools, hospitals, community centers, etc. Any of these allowable uses would work well at this location by providing valuable civic infrastructure, community services, or preserved open spaces that integrate into the surrounding area without introducing dense housing. Staff acknowledges that this shift in use will increase localized traffic intensity compared to a standard residential subdivision, but this intensification does not inherently present an unmanageable danger to the street network. Comprehensive traffic mitigation, including required street improvements, crosswalk updates, and vehicular safety measures, will be fully evaluated through the city's standard development review process for any permitted use. Crucially, as documented during the prior lot split review, there is currently no public sewer access along this property frontage; therefore, extension of and connection to the municipal sewer system remains a mandatory prerequisite that must be resolved by the applicant before any future development or building permits can be approved on the site.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: **Rezoning the property from RSF-4 to P-1 would increase the potential population at the site through intensity and not density, but staff does not find that it would be to an undesirable degree given typical school hours; staff finds that given the City's growth and moderate infill score, this rezoning would be an incremental step in providing more community services.**

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: **Approval of the requested rezoning to an institutional district will introduce a higher intensity of land use, resulting in increased traffic generation and localized congestion at the intersection of N. Old Wire Road and W. Skillern Road. While the potential for higher intensity and vehicular volume represents a notable change from the existing single-family residential pattern, these impacts are insufficient to warrant denial of the request. Because a rezoning application is evaluated on the broad compatibility of the proposed district and its allowable uses, detailed mitigation of these infrastructure demands is deferred to the development review phase. Consequently, mandatory street improvements and the expansion of City sewer services will be evaluated for any future site development.**

RECOMMENDATION: Planning staff recommends forwarding RZN-2026-0017 to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION:	**Required**	**YES**	
Date: June 8, 2026	❒ **Tabled**	❒ **Forwarded**	❒ **Denied**
Motion: Cabe	with rec. of approval		
Second: Werner	Commissioner Brewer voted in denial. Discussion was made from Commissioner Werner who inquired about water and sewer access to the property. City Engineer, Justin Bland, clarified the current conditions for water access to the west side of the parcel with a sewer line extension to be recommended by City staff from the south in concurrence to LSP-2026-0016. Additional clarification from Mr. Bland noted a traffic study and street improvements to be addressed with development review as per City code.		
Vote: 7-1-0			

BUDGET/STAFF IMPACT:
None

ATTACHMENTS:

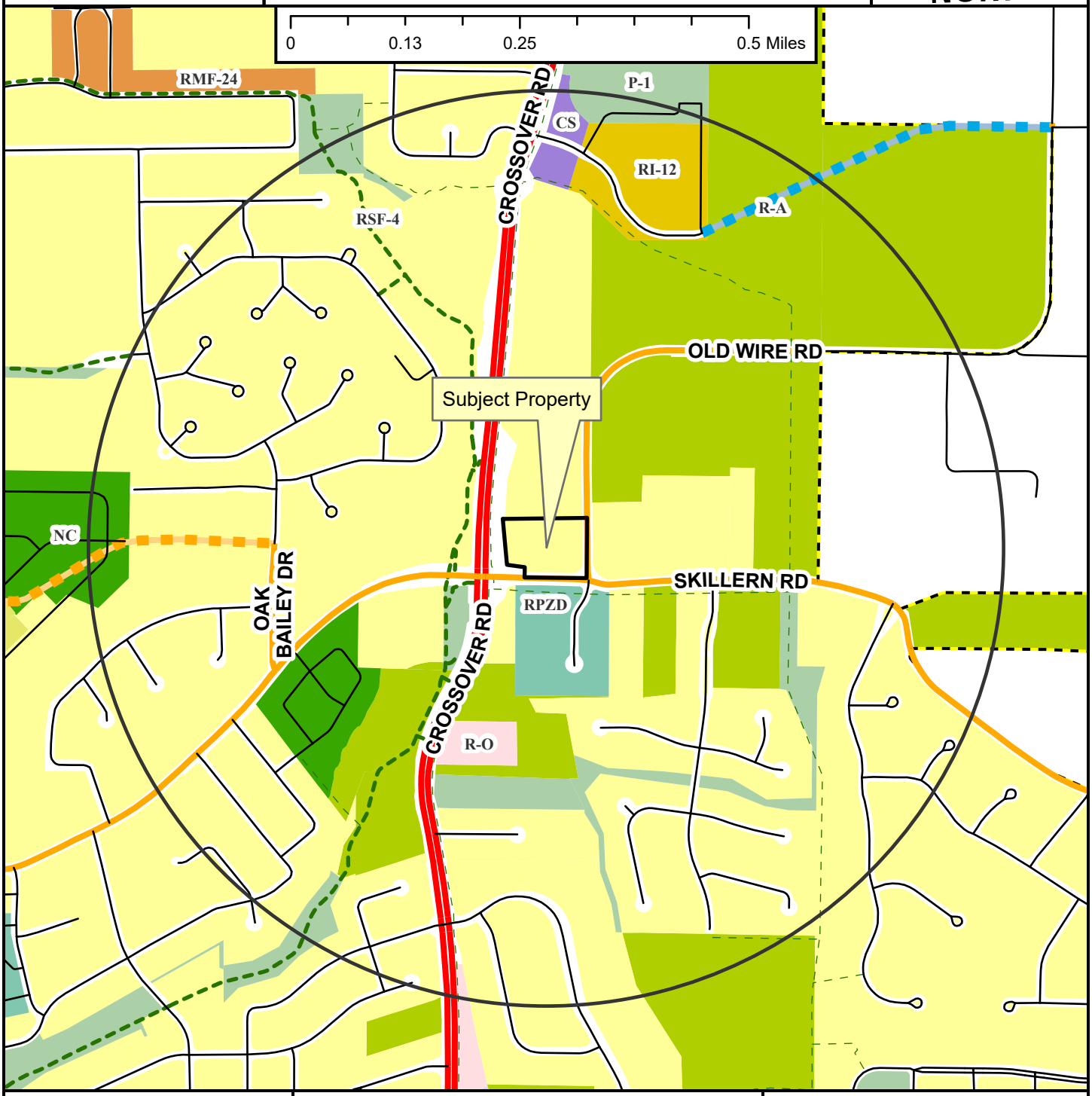
- Project Maps
  - One Mile Map
  - Close-Up Map
  - Current Land Use Map
  - Future Land Use Map
- Unified Development Code
  - §161.07 District RSF-4, Residential Single-Family, Four Units per Acre
  - §161.32 District P-1, Institutional
  - §163.05 Child Care; Nursery School
- Staff Exhibits
  - Long-Range Planning Memo
- Applicant Exhibits
  - Request Letter
- Public Comment

RZN-2026-0017

One Mile View

3105 N OLD WIRE RD

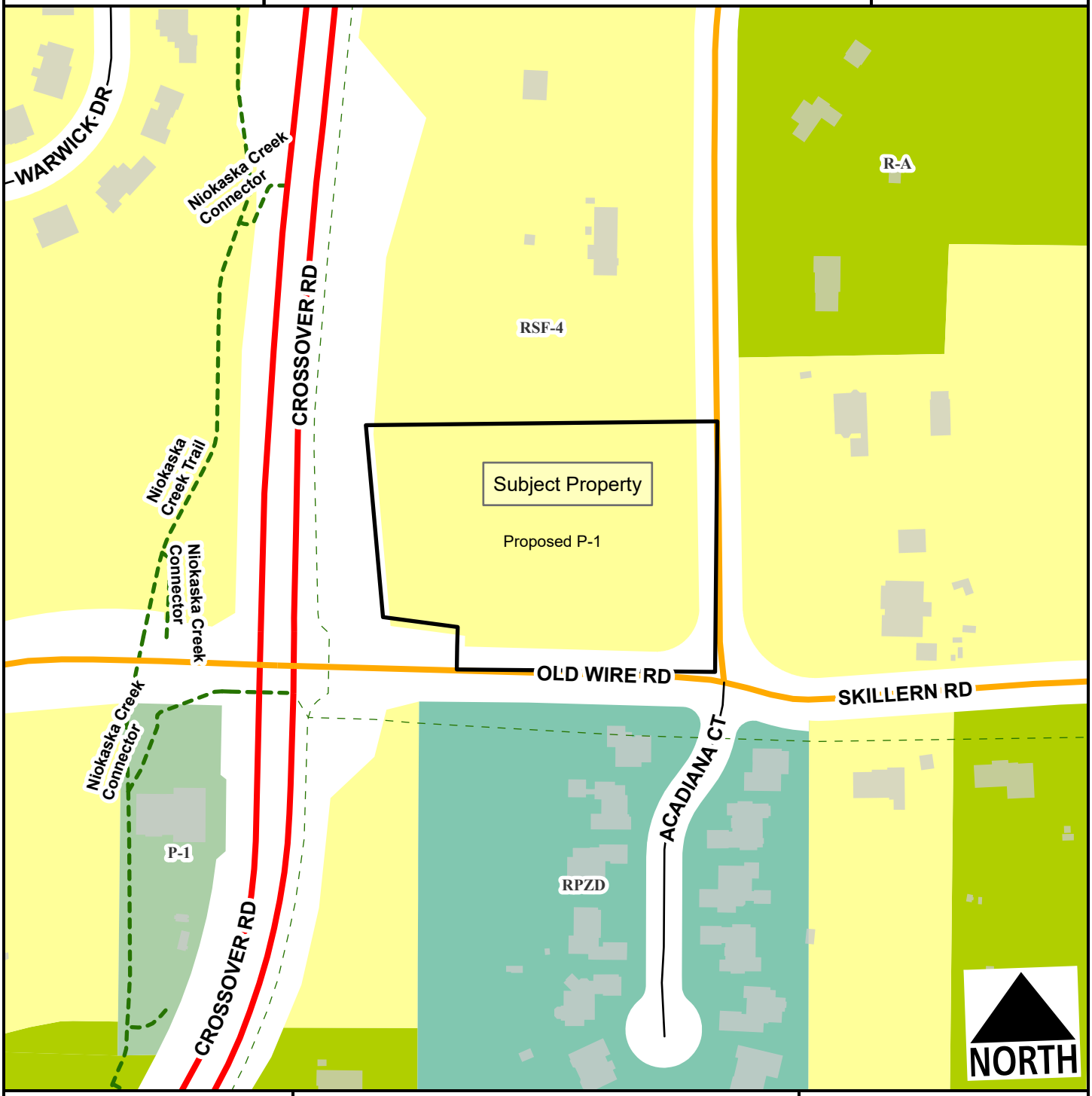
NORTH



RZN-2026-0017

Close Up View

3105 N OLD WIRE RD



- Regional Link
- Neighborhood Link
- Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
P-1	0.0	3.5
RSF-4	3.0	0.0

Total 3.5 ac

RZN-2026-0017

Current Land Use

3105 N OLD WIRE RD

NORTH



- Regional Link
- Neighborhood Link
- Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 112.5 225 450 675 900

1:3,600

FEMA Flood Hazard Data

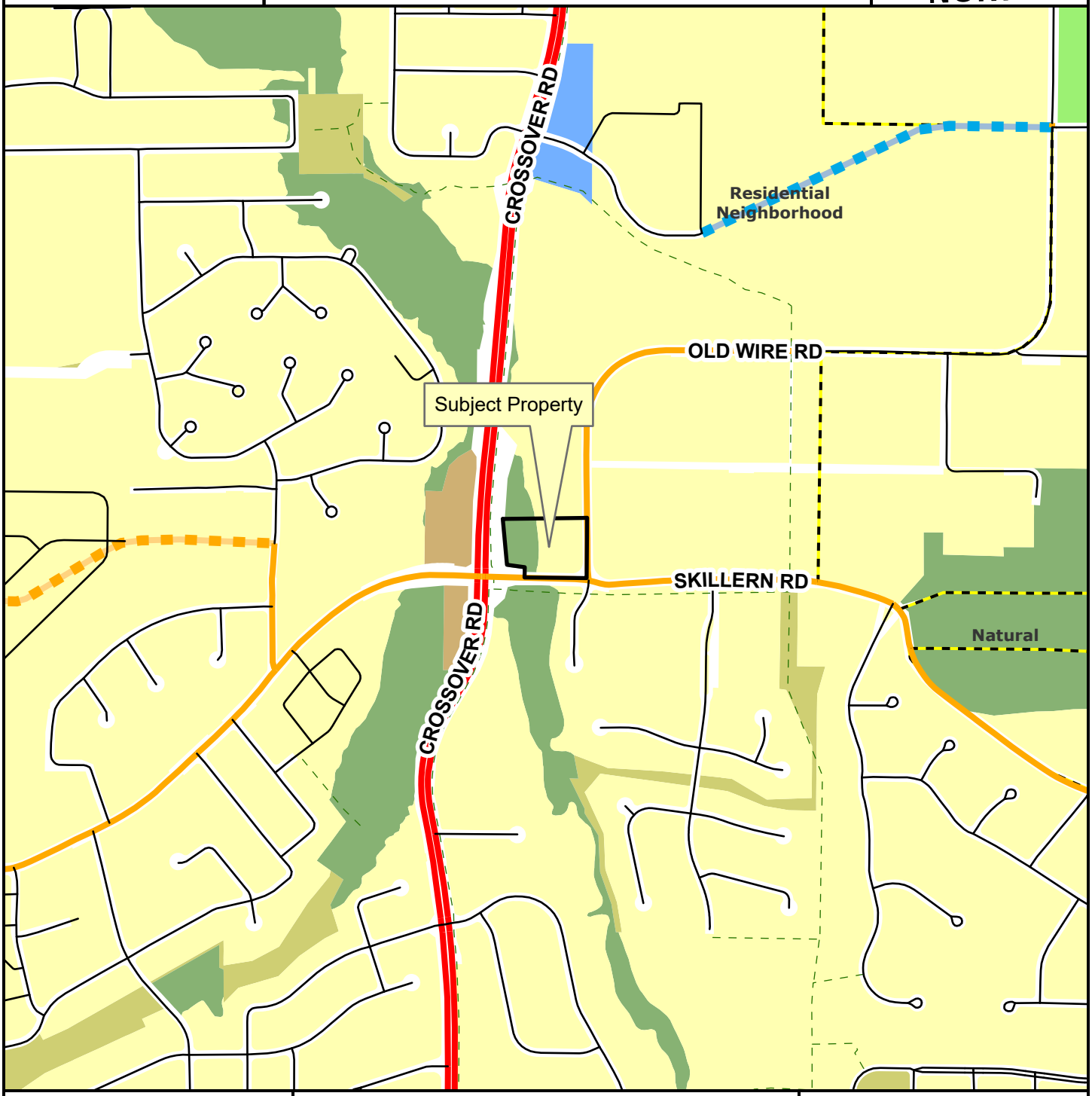
- 100-Year Floodplain
- Floodway

RZN-2026-0017

Future Land Use

3105 N OLD WIRE RD

NORTH



- Regional Link
- Neighborhood Link
- Unclassified
- Residential Link
- Planned Neighborhood Link
- Planned Residential Link
- Planning Area
- Fayetteville City Limits
- Trail (Proposed)

Feet

0 305 610 1,220 1,830 2,440

1:10,000

- City Neighborhood
- Civic Institutional
- Civic and Private Open Space
- Industrial
- Natural
- Non-Municipal Government
- Residential Neighborhood
- Rural Residential
- Urban Center

161.07 - District RSF-4, Residential Single-Family — Four (4) Units Per Acre

(A) *Purpose.* The RSF-4 Residential District is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 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
Front	15 feet
Front, if parking is allowed between the right-of-way and the building	50 feet
Side	None

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)

163.05 - Child Care; Nursery School

All such establishments, other than Registered Child Care Family Homes authorized pursuant to Section 164.24 of the Unified Development Code, shall be located on lots which:

(A) *Minimum Lot Area.* Contain a minimum lot area of 250 square feet per child.

(B) *Minimum Outdoor Play Space.* Provide a minimum outdoor play space of 75 square feet per child, calculated on the basis of the number of children occupying the outdoor play space at one (1) time.

(C) *Number of Children.* In an RSF zone, a child care facility may be approved as a conditional use of no more than ten (10) children, or the number of children approved by the state's licensing board, whichever is fewer.

(Code 1965, App. A., Art. 7 (7); Ord. No. 1747, 6-29-70; Ord. No. 2604, 2-19-80; Code 1991, §160.082; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4489, 6-3-03; Ord. No. 6440, §3, 5-18-21; Ord. No. 6689, §2, 10-3-23)

CITY OF FAYETTEVILLE ARKANSAS

STAFF MEMO

TO: Citlali Samano, Planner

FROM: Kylee Cole, Long Range & Preservation Planner

MEETING DATE: June 8, 2026

SUBJECT: **Long Range Planning Comments Regarding RZN-2026-0017**

BACKGROUND:
The applicant requests to rezone approximately 3.53 acres of a larger 8.7 acre site from RSF-4, Residential Single-Family to P-1, Institutional. One long range planning document is relevant when evaluating this request: *City Plan 2040.*

City Plan 2040 (2020):
City Plan 2040 includes several relevant plan goals and objectives:

- Goal 1 – We will make appropriate infill and revitalization our highest priority.
- Goal 2 – We will discourage suburban sprawl.
- Goal 3 – We will make compact, complete, and connected development the standard.

On its adoption in early 2020, *City Plan 2040* carried forward goals from prior comprehensive plans and organized them into six primary goals. The goals were meant to focus the City's efforts on appropriate infill that furthers a variety of transportation options, supports the creation of attainable housing, and limits the amount of land consumed by development on the City's periphery, often termed "suburban sprawl".

DISCUSSION:
Zoning History:
The subject property was annexed into the City in 1967 (Ord. No. 1556). Then on June 29, 1970, Council enacted a new zoning map and set of districts and zoning requirements for the city (Ord. No. 1747). This map shows the subject property as 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 in 2003.

City Plan 2040 and Future Land Use Plan:
The area is designated as "Residential Neighborhood" on the Future Land Use Map, which are "primarily residential in nature" but also "incorporates low-intensity non-residential uses intended to serve the surrounding neighborhoods… on corners and along connecting corridors." The request aligns with this designation by adding institutional uses to the portion of the property at the northeast corner of Old Wire Rd. and N. Crossover Rd. This would maintain the potential for complete development that offers resources and services to the surrounding neighborhood, like schools and churches. This meets goals 1, 2, & 3 of City Plan 2040 for complete development in areas already supported by infrastructure.

4iE Engineering

P.O. Box 56, Cave Springs, AR 72718 Phone: (479)381-1066 Email: ffourie@4ie.engineering

April 24, 2026

Planning Division
Development Services Building
125 West Mountain Street
Fayetteville, AR 72701

RE: Mobius Learning Academy
Rezoning Request
Fayetteville, AR

To whom this may concern:

I am writing on behalf of my client, Mobius Learning Academy, Inc. to request a Rezoning of the southern 3.53 ac or the total 8.7 ac owned by the Owen Family Trust from RSF-4 to P-1. This will not change the zoning of the remainder of the property.

Mobius Learning Academy, Inc. is a childcare facility providing after-school care for children. This will be a new facility with the potential of approx. 300 students. This project would fall under Use Unit 4 as a childcare center or school.

District P-1, 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. Use Unit 4, Cultural and Recreational Facilities, is a permitted use by right in the P-1 district.

Please let me know if you have any questions.

Sincerely,

Jason Appel, P.E.

Outlook

RE: Rezone 2026-0017

From Planning Shared <planning@fayetteville-ar.gov>
Date Fri 5/29/2026 1:34 PM
To Jennifer Peterson <brenjenpeterson@gmail.com>
Cc Samano, Citlali <csamano@fayetteville-ar.gov>

Received and CC'd the Planner.

Bliss Hyke
Development Coordinator
Development Services
City of Fayetteville, Arkansas
479.575. 8267
www.fayetteville-ar.gov
Website | Facebook | Twitter | Instagram | YouTube

CITY OF FAYETTEVILLE ARKANSAS

Please note that Planning is currently short-staffed and that communications and review times may increase as a result. Please bear with us in the interim.

From: Jennifer Peterson <brenjenpeterson@gmail.com>
Sent: Friday, May 29, 2026 10:54 AM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: Rezone 2026-0017

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.

We are writing with concerns of the rezoning of 3105 Old Wire Road. There have been numerous attempts to develop this property without success. Currently, the traffic load is not sustainable with the road infrastructure. Old Wire road is always backed up sometimes up to 1 mile in the mornings. Additionally, the amount of cars utilizing Old Wire/Skillern Road continues to increase every year.

Adding any further developments, business or residential would be prohibitive to the safety of not only commuters but the pedestrian/ bicycle crossing at Old Wire and Crossover which is highly utilized to reach the Greenway.

Lastly, the streamside protection ordinance should be reviewed as this area has the convergence of numerous waterways running alongside it.

Thank you for the consideration of our concerns.

Brent and Jennifer Peterson

3733 E Natchez Trace
Fayetteville AR 72703

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-2002

MEETING OF JUNE 30, 2026

TO: Mayor Rawn and City Council

THROUGH:

FROM: Steven Dotson, Chief Financial Officer

SUBJECT: **Sales and Use Tax Bonds (Issuance Authorization)**

RECOMMENDATION:
Recommend approval of an ordinance authorizing the issuance and sale of the City's not to exceed $191,220,000 Sales and Use Tax Capital Improvement and Refunding Bonds, Series 2026, for the purpose of financing all or a portion of the costs of certain water and wastewater system, parks system, animal services, trails, transportation, sustainability, aquatics/recreation center, and fire department facilities and improvements and for the purpose of refunding the City's outstanding sales and use tax capital improvement bonds.

BACKGROUND:
Note: Final documents will be attached to this item when available.

The City is authorized and empowered under the provisions of the Constitution of the State of Arkansas ("Amendment 62") and Title 14, Chapter 164, Subchapter 3 of the Arkansas Code of 1987 Annotated (the "Local Government Bond Act"), to issue and sell its capital improvement bonds to finance and refinance the costs of various capital improvements such as those comprising the Water/Wastewater System Project, the Parks System Project, the Animal Services Facility Project, the Trails System Project, the Transportation System Project, the Sustainability Project, the Aquatics/Recreation Center Project and the Fire Department Project (collectively, the "Projects"), which capital improvement bonds may be secured by and payable from the receipts of the special city-wide sales and use tax authorized by the Local Government Bond Act.

Pursuant to the election ordinance (Ordinance 6920) adopted and approved on October 21, 2025, there was submitted to the qualified electors of the City nine questions regarding the issuance of capital improvement bonds for the purpose of refunding prior bonds and financing all or a portion of the costs of the various capital improvements, including the Projects, said bonds to be secured by a pledge of and lien upon all the receipts of a special city-wide sales and use tax levied at the rate of one percent (1.00%) pursuant to the Local Government Bond Act (the "Sales and Use Tax").

At a special election held March 3, 2026, a majority of the qualified electors of the City voting on each of the questions approved the issuance of refunding bonds and capital improvement bonds in the principal amounts and for each of the specific purposes set forth on the ballot (and the corresponding levy of the Sales and Use Tax, and the pledge of the receipts thereof to the payment of the bonds).

DISCUSSION:
As authorized under the provisions of Amendment 62 and the Local Government Bond Act and as approved by the qualified electors of the City, the City has now determined to issue and sell its Sales and Use Tax Capital

Improvement and Refunding Bonds, Series 2026 (the "Series 2026 Bonds"), in the aggregate principal amount of not to exceed $191,220,000, in order to provide funding for all or a portion of the costs of the Projects and in order to provide for the defeasance and redemption of the Prior Bonds. The Series 2026 Bonds shall mature not later than November 1, 2046, and the average yield on the Series 2026 Bonds as a whole shall not exceed 4.50% per annum. The not-to-exceed amount is a maximum authorization that preserves flexibility to complete the full refunding if other funding sources come in lower than projected; the Preliminary Official Statement reflects an estimated par of $171,500,000, which is preliminary, subject to change, and below the authorized amount, with final figures set at pricing.

Bond proceeds will be allocated among the voter-approved bond purposes as follows: up to $40,000,000 for the refunding of existing bonds; up to $91,500,000 for Water and Wastewater System projects; up to $11,900,000 for Parks System projects; up to $18,100,000 for the Animal Services Facility project; up to $1,250,000 for Trails System projects; up to $14,200,000 for Transportation System projects; up to $620,000 for Sustainability projects; up to $1,050,000 for the Aquatics/Recreation Center project; and up to $12,600,000 for Fire Department projects. These amounts represent the maximum allocation of bond proceeds to each voter-approved purpose within the Series 2026 bond issuance.

BUDGET/STAFF IMPACT:
Funding will be provided by the issuance of Sales and Use Tax Capital Improvement and Refunding Bonds.

ATTACHMENTS: 3. Staff Review Form, 4. 2026 SUT - Bond Ordinance, 5. Bond Purchase Agreement 2026-06-18, 6. Continuing Disclosure Agreement 2026-06-18, 7. Escrow Agreement 2026-06-18, 8. Preliminary Official Statement 2026-06-18, 9. Trust Indenture 2026-06-18

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

File #: 2026-2002

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF THE CITY'S NOT TO EXCEED $191,220,000 OF SALES AND USE TAX CAPITAL IMPROVEMENT AND REFUNDING BONDS, SERIES 2026, FOR THE PURPOSE OF FINANCING ALL OR A PORTION OF THE COSTS OF CERTAIN WATER AND WASTEWATER SYSTEM, PARKS SYSTEM, ANIMAL SERVICES, TRAILS, TRANSPORTATION, SUSTAINABILITY, AQUATICS/RECREATION CENTER AND FIRE DEPARTMENT FACILITIES AND IMPROVEMENTS AND FOR THE PURPOSE OF REFUNDING THE CITY'S OUTSTANDING SALES AND USE TAX CAPITAL IMPROVEMENT BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A TRUST INDENTURE PURSUANT TO WHICH THE BONDS WILL BE ISSUED AND SECURED; AUTHORIZING THE EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT PURSUANT TO WHICH THE BONDS WILL BE OFFERED; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT PROVIDING FOR THE SALE OF THE BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT; AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW DEPOSIT AGREEMENT PROVIDING FOR THE DEFEASANCE AND REDEMPTION OF THE CITY'S OUTSTANDING SALES AND USE TAX CAPITAL IMPROVEMENT BONDS; PRESCRIBING OTHER MATTERS RELATING THERETO; AND DECLARING AN EMERGENCY.

WHEREAS, the City Council of the City of Fayetteville, Arkansas (the "City") has previously determined that there is a need for a source of revenues to finance all or a portion of the costs of critical capital improvement projects, such as (1) water and wastewater system rehabilitation and improvements (the "Water/Wastewater System Project"), (2) parks system and related improvements (the "Parks System Project"), (3) an animal services facility and related improvements (the "Animal Services Facility Project"), (4) trail system and related improvements (the "Trails System Project"), (5) streets and transportation-related improvements (the "Transportation System Project"), (6) a recycling drop-off facility and a household hazardous waste facility and related improvements (the "Sustainability Project"), (7) an aquatics/recreation center and related improvements (the "Aquatics/Recreation Center Project") and (8) a fire training facility and fire station construction and related improvements and the acquisition of firefighting vehicles, equipment and apparatus (the "Fire Department Project"); and

WHEREAS, the City Council has further determined that additional revenues can be obtained to finance all or a portion of the costs of such critical capital improvement needs by restructuring the City's existing indebtedness secured by sales and use tax receipts through the refunding of the Prior Bonds (defined below) and the rededication of said sales and use tax receipts to new bonded indebtedness; and

WHEREAS, the City is authorized and empowered under the provisions of the Constitution and laws of

the State of Arkansas, including particularly Amendment 62 to the Constitution of the State of Arkansas ("Amendment 62") and Title 14, Chapter 164, Subchapter 3 of the Arkansas Code of 1987 Annotated (the "Local Government Bond Act"), to issue and sell its capital improvement bonds to finance and refinance the costs of various capital improvements such as those comprising the Water/Wastewater System Project, the Parks System Project, the Animal Services Facility Project, the Trails System Project, the Transportation System Project, the Sustainability Project, the Aquatics/Recreation Center Project and the Fire Department Project (collectively, the "Projects"), which capital improvement bonds may be secured by and payable from the receipts of the special city-wide sales and use tax authorized by the Local Government Bond Act; and

WHEREAS, pursuant to such authority, the City has previously issued and there are presently outstanding (i) its Sales and Use Tax Capital Improvement Bonds, Series 2022, in the aggregate principal amount of $28,470,000 (the "Series 2022 Bonds"), and (ii) its Sales and Use Tax Capital Improvement Bonds, Series 2024, in the aggregate principal amount of $15,000,000 (the "Series 2024 Bonds") (collectively, the "Prior Bonds"); and

WHEREAS, pursuant to Amendment 62 and the Local Government Bond Act and the provisions of Ordinance No. 6920 of the City, adopted and approved on October 21, 2025 (the "Election Ordinance"), there was submitted to the qualified electors of the City nine questions regarding (i) the issuance of not to exceed $40,000,000 in principal amount of refunding bonds for the purpose of redeeming the Prior Bonds, and (ii) the issuance of an aggregate of not to exceed $335,500,000 in principal amount of capital improvement bonds for the purpose of financing all or a portion of the costs of the various capital improvements comprising the Projects, said bonds to be secured by a pledge of and lien upon all of the receipts of a special city-wide sales and use tax levied at the rate of one percent (1.00%) pursuant to the Local Government Bond Act (the "Sales and Use Tax"); and

WHEREAS, at a special election held March 3, 2026, a majority of the qualified electors of the City voting on each of the nine questions approved the issuance of refunding bonds and capital improvement bonds in the principal amounts and for each of the specific purposes set forth on the ballot (and the corresponding levy of the Sales and Use Tax, and the pledge of the receipts thereof to the payment of the bonds); and

WHEREAS, as authorized under the provisions of Amendment 62 and the Local Government Bond Act and as approved by the qualified electors of the City, the City has now determined to issue and sell its Sales and Use Tax Capital Improvement and Refunding Bonds, Series 2026, in the aggregate principal amount of not to exceed $191,220,000 (the "Series 2026 Bonds"), in order to provide for the funding of all or a portion of the costs of the Water/Wastewater System Project, the Parks System Project, the Animal Services Facility Project, the Trails System Project, the Transportation System Project, the Sustainability Project, the Aquatics/Recreation Center Project and the Fire Department Project and in order to provide for the defeasance and redemption of the Prior Bonds; and

WHEREAS, as authorized by the provisions of the Election Ordinance, the City has previously made arrangements for the sale of the Series 2026 Bonds to Stephens Inc. (the "Underwriter"), pursuant to the terms of a Bond Purchase Agreement between the City and the Underwriter (the "Bond Purchase

Agreement") in substantially the form presented to and before this meeting;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Fayetteville, Arkansas that:

Section 1. Under the authority of the Constitution and laws of the State of Arkansas, including particularly Amendment 62 to the Constitution of the State of Arkansas and the Local Government Bond Act, there is hereby authorized the issuance of bonds of the City to be designated as "Sales and Use Tax Capital Improvement and Refunding Bonds, Series 2026" (the "Series 2026 Bonds"). The Series 2026 Bonds shall be issued in the original aggregate principal amount of not to exceed One Hundred Ninety-One Million Two Hundred Twenty Thousand Dollars ($191,220,000) and shall mature not later than November 1, 2046, in the principal amounts and bearing interest at the rates specified in the Bond Purchase Agreement. The average yield on the Series 2026 Bonds as a whole shall not exceed 4.50% per annum. Of the $191,220,000 maximum aggregate principal amount of Series 2026 Bonds hereby authorized, (i) not to exceed $40,000,000 shall be deemed to apply to the defeasance and refunding of the Prior Bonds (Question 1 on the ballot), (ii) not to exceed $91,500,000 shall be deemed to apply to the Water/Wastewater System Project (Question 2 on the ballot), (iii) not to exceed $11,900,000 shall be deemed to apply to the Parks System Project (Question 3 on the ballot), (iv) not to exceed $18,100,000 shall be deemed to apply to the Animal Services Facility Project (Question 4 on the ballot), (v) not to exceed $1,250,000 shall be deemed to apply to the Trails System Project (Question 5 on the ballot), (vi) not to exceed $14,200,000 shall be deemed to apply to the Transportation System Project (Question 6 on the ballot), (vii) not to exceed $620,000 shall be deemed to apply to the Sustainability Project (Question 7 on the ballot), (viii) not to exceed $1,050,000 shall be deemed to apply to the Aquatics/Recreation Center Project (Question 8 on the ballot), and (ix) not to exceed $12,600,000 shall be deemed to apply to the Fire Department Project (Question 9 on the ballot), and the proceeds of the Series 2026 Bonds shall be allocated accordingly. The proceeds of the Series 2026 Bonds will be utilized to finance all or a portion of the costs of the Projects described above, to redeem the Prior Bonds, to establish a debt service reserve for the Series 2026 Bonds or to purchase a surety bond on an insurance policy for reserve purposes, if deemed economically beneficial, to pay a premium for bond insurance, if deemed economically beneficial, and to pay printing, underwriting, legal and other expenses incidental to the issuance of the Series 2026 Bonds.

The Series 2026 Bonds shall be issued in the forms and denominations, shall be dated, shall be numbered, shall mature, shall be subject to redemption prior to maturity, and shall contain such other terms, covenants and conditions, all as set forth in the Trust Indenture submitted to this meeting. The Mayor is hereby authorized and directed to execute and deliver the Series 2026 Bonds in substantially the form thereof contained in the Trust Indenture submitted to this meeting, and the City Clerk is hereby authorized and directed to execute and deliver the Series 2026 Bonds and to affix the seal of the City thereto, and the Mayor and City Clerk are hereby authorized and directed to cause the Series 2026 Bonds to be accepted and authenticated by the Trustee. The Mayor is hereby authorized to confer with the Trustee, the Underwriter and Kutak Rock LLP, Little Rock, Arkansas ("Bond Counsel"), in order to complete the Series 2026 Bonds in substantially the form contained in the Trust Indenture submitted to this meeting, with such changes as shall be approved by such persons executing the Series 2026 Bonds, their execution to constitute conclusive evidence of such approval.

Section 2. In order to pay the principal of and interest on the Series 2026 Bonds as they mature or are called for redemption prior to maturity, there is hereby pledged all of the receipts of the one percent (1.00%) Sales and Use Tax levied by the Election Ordinance. The levy and collection of the Sales and Use Tax replaces the levy and collection of prior sales and use taxes by the City at the combined rate of one percent (1.00%) securing the Prior Bonds and shall commence as provided in the Local Government Bond Act and continue until such time as the Series 2026 Bonds and any Additional Bonds subsequently issued pursuant to the Trust Indenture (collectively with the Series 2026 Bonds, the "Bonds") are no longer outstanding or sufficient funds are on deposit with the Trustee under the Trust Indenture to redeem the Bonds in full. The City covenants and agrees that all receipts from the Sales and Use Tax will be accounted for separately as special funds on the books of the City, and receipts of said Sales and Use Tax will be deposited and will be used solely as provided in the Trust Indenture.

Section 3. To prescribe the terms and conditions upon which the Series 2026 Bonds are to be executed, authenticated, issued, accepted, held and secured, the Mayor is hereby authorized and directed to execute and acknowledge a Trust Indenture (the "Trust Indenture"), by and between the City and Simmons Bank, Pine Bluff, Arkansas (the "Trustee"), and the City Clerk is hereby authorized and directed to execute and acknowledge the Trust Indenture and to affix the seal of the City thereto, and the Mayor and the City Clerk are hereby authorized and directed to cause the Trust Indenture to be accepted, executed and acknowledged by the Trustee. The Trust Indenture is hereby approved in substantially the form submitted to this meeting, including, without limitation, the provisions thereof pertaining to the pledge of Sales and Use Tax receipts and the terms of the Series 2026 Bonds. The Mayor is hereby authorized to confer with the Trustee, the Underwriter and Bond Counsel in order to complete the Trust Indenture in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the Trust Indenture, their execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of the Trust Indenture in substantially the form authorized to be executed is on file with the City Clerk and is available for inspection by any interested person.)

Section 4. There is hereby authorized and approved a Preliminary Official Statement of the City, including the cover page and appendices attached thereto, relating to the Series 2026 Bonds. The Preliminary Official Statement is hereby "deemed final" by the City within the meaning of U.S. Securities and Exchange Commission Rule 15c2-12. The distribution of the Preliminary Official Statement is hereby approved. The Preliminary Official Statement, as amended to conform to the terms of the Bond Purchase Agreement, including Exhibit A thereto, and with such other changes and amendments as are mutually agreed to by the City and the Underwriter, is herein referred to as the "Official Statement," and the Mayor is hereby authorized to execute the Official Statement for and on behalf of the City. The Official Statement is hereby approved in substantially the form of the Preliminary Official Statement submitted to this meeting, and the Mayor is hereby authorized to confer with the Trustee, the Underwriter and Bond Counsel in order to complete the Official Statement in substantially the form of the Preliminary Official Statement submitted to this meeting, with such changes as shall be approved by such persons, the Mayor's execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of the Preliminary Official Statement is on file with the City Clerk and is available for inspection by any interested person.)

Section 5. In order to prescribe the terms and conditions upon which the Series 2026 Bonds are to be sold to the Underwriter, the Mayor is hereby authorized and directed to execute a Bond Purchase Agreement on behalf of the City, to be dated as of the date of its execution (the "Bond Purchase Agreement"), by and between the City and the Underwriter, and the Bond Purchase Agreement is hereby approved in substantially the form submitted to this meeting, and the Mayor is hereby authorized to confer with the Underwriter and Bond Counsel in order to complete the Bond Purchase Agreement in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the Bond Purchase Agreement, their execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of the Bond Purchase Agreement in substantially the form authorized to be executed is on file with the City Clerk and is available for inspection by any interested person.)

Section 6. In order to provide for continuing disclosure of certain financial and operating information with respect to the Sales and Use Tax and the City to ensure compliance with the provisions of Rule 15c2-12 of the U. S. Securities and Exchange Commission, the Mayor is hereby authorized and directed to execute a Continuing Disclosure Agreement to be dated as of the date of its execution (the "Continuing Disclosure Agreement"), by and between the City and Simmons Bank, Pine Bluff, Arkansas, as dissemination agent (the "Dissemination Agent"), and the Mayor is hereby authorized and directed to cause the Continuing Disclosure Agreement to be executed by the Dissemination Agent. The Continuing Disclosure Agreement is hereby approved in substantially the form submitted to this meeting, and the Mayor is hereby authorized to confer with the Dissemination Agent, the Underwriter and Bond Counsel in order to complete the Continuing Disclosure Agreement in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the Continuing Disclosure Agreement, their execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of the Continuing Disclosure Agreement in substantially the form authorized to be executed is on file with the City Clerk and is available for inspection by any interested person.)

Section 7. In order to provide for the defeasance and redemption of the Prior Bonds, the Mayor is hereby authorized and directed to execute an Escrow Deposit Agreement to be dated as of the date of its execution (the "Escrow Agreement"), by and between the City and Simmons Bank, Pine Bluff, Arkansas, as escrow trustee (the "Escrow Trustee"), and the Mayor is hereby authorized and directed to cause the Escrow Agreement to be executed by the Escrow Trustee. The Escrow Agreement is hereby approved in substantially the form submitted to this meeting, and the Mayor is hereby authorized to confer with the Underwriter, the Escrow Trustee and Bond Counsel in order to complete the Escrow Agreement in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the Escrow Agreement, their execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of the Escrow Agreement in substantially the form authorized to be executed is on file with the City Clerk and is available for inspection by any interested person.)

Section 8. In order to secure lower interest rates on the Series 2026 Bonds, the Underwriter has proposed that the City consider the purchase of a policy of bond insurance with a portion of the proceeds of the Series 2026 Bonds, which policy or policies would guarantee the payment of the principal of and

interest on the Series 2026 Bonds when due. If deemed economically advantageous by the Mayor, upon the advice of the Underwriter, the Mayor is hereby authorized to execute an insurance commitment and to do any and all things necessary to accomplish the delivery of a bond insurance policy with respect to the Series 2026 Bonds.

In order that the maximum amount of proceeds of the Series 2026 Bonds be available to refund the Prior Bonds and pay costs of the Projects, the Underwriter has proposed that the City consider the purchase of a surety bond or a debt service reserve insurance policy with a portion of the proceeds of the Series 2026 Bonds, which surety bond or insurance policy would satisfy the funding requirements of the debt service reserve. If deemed economically advantageous by the Mayor, upon the advice of the Underwriter, the Mayor is hereby authorized to execute a commitment and to do any and all things necessary to accomplish the delivery of a surety bond or debt service reserve insurance policy with respect to the debt service reserve for the Series 2026 Bonds.

Section 9. The Mayor and City Clerk, for and on behalf of the City, are hereby authorized and directed to do any and all things necessary to effect the issuance, sale, execution and delivery of the Series 2026 Bonds and to effect the execution and delivery of the Trust Indenture, the Bond Purchase Agreement, the Official Statement, the Continuing Disclosure Agreement and a Tax Compliance Agreement relating to the tax exemption of interest on the Series 2026 Bonds, and to perform all of the obligations of the City under and pursuant thereto. The Mayor and the City Clerk are further authorized and directed, for and on behalf of the City, to execute all papers, documents, certificates and other instruments that may be required for the carrying out of such authority or to evidence the exercise thereof.

Section 10. As previously provided in the Election Ordinance, Kutak Rock LLP, Little Rock, Arkansas, is hereby confirmed as Bond Counsel on behalf of the City in connection with the issuance and sale of the Series 2026 Bonds.

Section 11. The provisions of this Ordinance are hereby declared to be severable, and if any section, phrase or provision shall for any reason be declared to be illegal or invalid, such declaration shall not affect the validity of the remainder of the sections, phrases or provisions of this Ordinance.

Section 12. All ordinances, resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 13. The City Council hereby finds and determines that there is a critical need to restructure the City's existing indebtedness through the refunding of the Prior Bonds and to obtain an additional source of revenue to finance essential City capital improvements such as the Projects, all in order to promote and protect the health, safety and welfare of the inhabitants of the City. It is, therefore, declared that an emergency exists and this Ordinance being necessary for the immediate preservation of the public health, safety and welfare shall be in full force and effect from and after its passage and approval.

City of Fayetteville Staff Review Form

2026-2002

Item ID

7/7/2026

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

Steve Dotson	6/18/2026	CHIEF FINANCIAL OFFICER (110)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Recommend approval of an ordinance authorizing the issuance and sale of the City's not to exceed $191,220,000 Sales and Use Tax Capital Improvement and Refunding Bonds, Series 2026, for the purpose of financing all or a portion of the costs of certain water and wastewater system, parks system, animal services, trails, transportation, sustainability, aquatics/recreation center, and fire department facilities and improvements and for the purpose of refunding the City's outstanding sales and use tax capital improvement bonds.

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:

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF THE CITY'S NOT TO EXCEED $191,220,000 OF SALES AND USE TAX CAPITAL IMPROVEMENT AND REFUNDING BONDS, SERIES 2026, FOR THE PURPOSE OF FINANCING ALL OR A PORTION OF THE COSTS OF CERTAIN WATER AND WASTEWATER SYSTEM, PARKS SYSTEM, ANIMAL SERVICES, TRAILS, TRANSPORTATION, SUSTAINABILITY, AQUATICS/RECREATION CENTER AND FIRE DEPARTMENT FACILITIES AND IMPROVEMENTS AND FOR THE PURPOSE OF REFUNDING THE CITY'S OUTSTANDING SALES AND USE TAX CAPITAL IMPROVEMENT BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A TRUST INDENTURE PURSUANT TO WHICH THE BONDS WILL BE ISSUED AND SECURED; AUTHORIZING THE EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT PURSUANT TO WHICH THE BONDS WILL BE OFFERED; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT PROVIDING FOR THE SALE OF THE BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT; AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW DEPOSIT AGREEMENT PROVIDING FOR THE DEFEASANCE AND REDEMPTION OF THE CITY'S OUTSTANDING SALES AND USE TAX CAPITAL IMPROVEMENT BONDS; PRESCRIBING OTHER MATTERS RELATING THERETO; AND DECLARING AN EMERGENCY.

WHEREAS, the City Council of the City of Fayetteville, Arkansas (the "City") has previously determined that there is a need for a source of revenues to finance all or a portion of the costs of critical capital improvement projects, such as (1) water and wastewater system rehabilitation and improvements (the "Water/Wastewater System Project"), (2) parks system and related improvements (the "Parks System Project"), (3) an animal services facility and related improvements (the "Animal Services Facility Project"), (4) trail system and related improvements (the "Trails System Project"), (5) streets and transportation-related improvements (the "Transportation System Project"), (6) a recycling drop-off facility and a household hazardous waste facility and related improvements (the "Sustainability Project"), (7) an aquatics/recreation center and related improvements (the "Aquatics/Recreation Center Project") and (8) a fire training facility and fire station construction and related improvements and the acquisition of firefighting vehicles, equipment and apparatus (the "Fire Department Project"); and

WHEREAS, the City Council has further determined that additional revenues can be obtained to finance all or a portion of the costs of such critical capital improvement needs by restructuring the City's existing indebtedness secured by sales and use tax receipts through the refunding of the Prior Bonds (defined below) and the rededication of said sales and use tax receipts to new bonded indebtedness; and

WHEREAS, the City is authorized and empowered under the provisions of the Constitution and laws of the State of Arkansas, including particularly Amendment 62 to the

Constitution of the State of Arkansas ("Amendment 62") and Title 14, Chapter 164, Subchapter 3 of the Arkansas Code of 1987 Annotated (the "Local Government Bond Act"), to issue and sell its capital improvement bonds to finance and refinance the costs of various capital improvements such as those comprising the Water/Wastewater System Project, the Parks System Project, the Animal Services Facility Project, the Trails System Project, the Transportation System Project, the Sustainability Project, the Aquatics/Recreation Center Project and the Fire Department Project (collectively, the "Projects"), which capital improvement bonds may be secured by and payable from the receipts of the special city-wide sales and use tax authorized by the Local Government Bond Act; and

WHEREAS, pursuant to such authority, the City has previously issued and there are presently outstanding (i) its Sales and Use Tax Capital Improvement Bonds, Series 2022, in the aggregate principal amount of $28,470,000 (the "Series 2022 Bonds"), and (ii) its Sales and Use Tax Capital Improvement Bonds, Series 2024, in the aggregate principal amount of $15,000,000 (the "Series 2024 Bonds") (collectively, the "Prior Bonds"); and

WHEREAS, pursuant to Amendment 62 and the Local Government Bond Act and the provisions of Ordinance No. 6920 of the City, adopted and approved on October 21, 2025 (the "Election Ordinance"), there was submitted to the qualified electors of the City nine questions regarding (i) the issuance of not to exceed $40,000,000 in principal amount of refunding bonds for the purpose of redeeming the Prior Bonds, and (ii) the issuance of an aggregate of not to exceed $335,500,000 in principal amount of capital improvement bonds for the purpose of financing all or a portion of the costs of the various capital improvements comprising the Projects, said bonds to be secured by a pledge of and lien upon all of the receipts of a special city-wide sales and use tax levied at the rate of one percent (1.00%) pursuant to the Local Government Bond Act (the "Sales and Use Tax"); and

WHEREAS, at a special election held March 3, 2026, a majority of the qualified electors of the City voting on each of the nine questions approved the issuance of refunding bonds and capital improvement bonds in the principal amounts and for each of the specific purposes set forth on the ballot (and the corresponding levy of the Sales and Use Tax, and the pledge of the receipts thereof to the payment of the bonds); and

WHEREAS, as authorized under the provisions of Amendment 62 and the Local Government Bond Act and as approved by the qualified electors of the City, the City has now determined to issue and sell its Sales and Use Tax Capital Improvement and Refunding Bonds, Series 2026, in the aggregate principal amount of not to exceed $191,220,000 (the "Series 2026 Bonds"), in order to provide for the funding of all or a portion of the costs of the Water/Wastewater System Project, the Parks System Project, the Animal Services Facility Project, the Trails System Project, the Transportation System Project, the Sustainability Project, the Aquatics/Recreation Center Project and the Fire Department Project and in order to provide for the defeasance and redemption of the Prior Bonds; and

WHEREAS, as authorized by the provisions of the Election Ordinance, the City has previously made arrangements for the sale of the Series 2026 Bonds to Stephens Inc. (the "Underwriter"), pursuant to the terms of a Bond Purchase Agreement between the City and the

Underwriter (the "Bond Purchase Agreement") in substantially the form presented to and before this meeting;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Fayetteville, Arkansas that:

Section 1. Under the authority of the Constitution and laws of the State of Arkansas, including particularly Amendment 62 to the Constitution of the State of Arkansas and the Local Government Bond Act, there is hereby authorized the issuance of bonds of the City to be designated as "Sales and Use Tax Capital Improvement and Refunding Bonds, Series 2026" (the "Series 2026 Bonds"). The Series 2026 Bonds shall be issued in the original aggregate principal amount of not to exceed One Hundred Ninety-One Million Two Hundred Twenty Thousand Dollars ($191,220,000) and shall mature not later than November 1, 2046, in the principal amounts and bearing interest at the rates specified in the Bond Purchase Agreement. The average yield on the Series 2026 Bonds as a whole shall not exceed 4.50% per annum. Of the $191,220,000 maximum aggregate principal amount of Series 2026 Bonds hereby authorized, (i) not to exceed $40,000,000 shall be deemed to apply to the defeasance and refunding of the Prior Bonds (Question 1 on the ballot), (ii) not to exceed $91,500,000 shall be deemed to apply to the Water/Wastewater System Project (Question 2 on the ballot), (iii) not to exceed $11,900,000 shall be deemed to apply to the Parks System Project (Question 3 on the ballot), (iv) not to exceed $18,100,000 shall be deemed to apply to the Animal Services Facility Project (Question 4 on the ballot), (v) not to exceed $1,250,000 shall be deemed to apply to the Trails System Project (Question 5 on the ballot), (vi) not to exceed $14,200,000 shall be deemed to apply to the Transportation System Project (Question 6 on the ballot), (vii) not to exceed $620,000 shall be deemed to apply to the Sustainability Project (Question 7 on the ballot), (viii) not to exceed $1,050,000 shall be deemed to apply to the Aquatics/Recreation Center Project (Question 8 on the ballot), and (ix) not to exceed $12,600,000 shall be deemed to apply to the Fire Department Project (Question 9 on the ballot), and the proceeds of the Series 2026 Bonds shall be allocated accordingly. The proceeds of the Series 2026 Bonds will be utilized to finance all or a portion of the costs of the Projects described above, to redeem the Prior Bonds, to establish a debt service reserve for the Series 2026 Bonds or to purchase a surety bond on an insurance policy for reserve purposes, if deemed economically beneficial, to pay a premium for bond insurance, if deemed economically beneficial, and to pay printing, underwriting, legal and other expenses incidental to the issuance of the Series 2026 Bonds.

The Series 2026 Bonds shall be issued in the forms and denominations, shall be dated, shall be numbered, shall mature, shall be subject to redemption prior to maturity, and shall contain such other terms, covenants and conditions, all as set forth in the Trust Indenture submitted to this meeting. The Mayor is hereby authorized and directed to execute and deliver the Series 2026 Bonds in substantially the form thereof contained in the Trust Indenture submitted to this meeting, and the City Clerk is hereby authorized and directed to execute and deliver the Series 2026 Bonds and to affix the seal of the City thereto, and the Mayor and City Clerk are hereby authorized and directed to cause the Series 2026 Bonds to be accepted and authenticated by the Trustee. The Mayor is hereby authorized to confer with the Trustee, the Underwriter and Kutak Rock LLP, Little Rock, Arkansas ("Bond Counsel"), in order to complete the Series 2026 Bonds in substantially the form contained in the Trust Indenture submitted to this meeting, with such

changes as shall be approved by such persons executing the Series 2026 Bonds, their execution to constitute conclusive evidence of such approval.

Section 2. In order to pay the principal of and interest on the Series 2026 Bonds as they mature or are called for redemption prior to maturity, there is hereby pledged all of the receipts of the one percent (1.00%) Sales and Use Tax levied by the Election Ordinance. The levy and collection of the Sales and Use Tax replaces the levy and collection of prior sales and use taxes by the City at the combined rate of one percent (1.00%) securing the Prior Bonds and shall commence as provided in the Local Government Bond Act and continue until such time as the Series 2026 Bonds and any Additional Bonds subsequently issued pursuant to the Trust Indenture (collectively with the Series 2026 Bonds, the "Bonds") are no longer outstanding or sufficient funds are on deposit with the Trustee under the Trust Indenture to redeem the Bonds in full. The City covenants and agrees that all receipts from the Sales and Use Tax will be accounted for separately as special funds on the books of the City, and receipts of said Sales and Use Tax will be deposited and will be used solely as provided in the Trust Indenture.

Section 3. To prescribe the terms and conditions upon which the Series 2026 Bonds are to be executed, authenticated, issued, accepted, held and secured, the Mayor is hereby authorized and directed to execute and acknowledge a Trust Indenture (the "Trust Indenture"), by and between the City and Simmons Bank, Pine Bluff, Arkansas (the "Trustee"), and the City Clerk is hereby authorized and directed to execute and acknowledge the Trust Indenture and to affix the seal of the City thereto, and the Mayor and the City Clerk are hereby authorized and directed to cause the Trust Indenture to be accepted, executed and acknowledged by the Trustee. The Trust Indenture is hereby approved in substantially the form submitted to this meeting, including, without limitation, the provisions thereof pertaining to the pledge of Sales and Use Tax receipts and the terms of the Series 2026 Bonds. The Mayor is hereby authorized to confer with the Trustee, the Underwriter and Bond Counsel in order to complete the Trust Indenture in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the Trust Indenture, their execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of the Trust Indenture in substantially the form authorized to be executed is on file with the City Clerk and is available for inspection by any interested person.)

Section 4. There is hereby authorized and approved a Preliminary Official Statement of the City, including the cover page and appendices attached thereto, relating to the Series 2026 Bonds. The Preliminary Official Statement is hereby "deemed final" by the City within the meaning of U.S. Securities and Exchange Commission Rule 15c2-12. The distribution of the Preliminary Official Statement is hereby approved. The Preliminary Official Statement, as amended to conform to the terms of the Bond Purchase Agreement, including Exhibit A thereto, and with such other changes and amendments as are mutually agreed to by the City and the Underwriter, is herein referred to as the "Official Statement," and the Mayor is hereby authorized to execute the Official Statement for and on behalf of the City. The Official Statement is hereby approved in substantially the form of the Preliminary Official Statement submitted to this meeting, and the Mayor is hereby authorized to confer with the Trustee, the Underwriter and Bond Counsel in order to complete the Official Statement in substantially the form of the Preliminary Official Statement submitted to this meeting, with such changes as shall be approved by such persons, the Mayor's execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of the Preliminary Official Statement is on file with the City Clerk and is available for inspection by any interested person.)

Section 5. In order to prescribe the terms and conditions upon which the Series 2026 Bonds are to be sold to the Underwriter, the Mayor is hereby authorized and directed to execute a Bond Purchase Agreement on behalf of the City, to be dated as of the date of its execution (the "Bond Purchase Agreement"), by and between the City and the Underwriter, and the Bond Purchase Agreement is hereby approved in substantially the form submitted to this meeting, and the Mayor is hereby authorized to confer with the Underwriter and Bond Counsel in order to complete the Bond Purchase Agreement in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the Bond Purchase Agreement, their execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of the Bond Purchase Agreement in substantially the form authorized to be executed is on file with the City Clerk and is available for inspection by any interested person.)

Section 6. In order to provide for continuing disclosure of certain financial and operating information with respect to the Sales and Use Tax and the City to ensure compliance with the provisions of Rule 15c2-12 of the U. S. Securities and Exchange Commission, the Mayor is hereby authorized and directed to execute a Continuing Disclosure Agreement to be dated as of the date of its execution (the "Continuing Disclosure Agreement"), by and between the City and Simmons Bank, Pine Bluff, Arkansas, as dissemination agent (the "Dissemination Agent"), and the Mayor is hereby authorized and directed to cause the Continuing Disclosure Agreement to be executed by the Dissemination Agent. The Continuing Disclosure Agreement is hereby approved in substantially the form submitted to this meeting, and the Mayor is hereby authorized to confer with the Dissemination Agent, the Underwriter and Bond Counsel in order to complete the Continuing Disclosure Agreement in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the Continuing Disclosure Agreement, their execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of the Continuing Disclosure Agreement in substantially the form authorized to be executed is on file with the City Clerk and is available for inspection by any interested person.)

Section 7. In order to provide for the defeasance and redemption of the Prior Bonds, the Mayor is hereby authorized and directed to execute an Escrow Deposit Agreement to be dated as of the date of its execution (the "Escrow Agreement"), by and between the City and Simmons Bank, Pine Bluff, Arkansas, as escrow trustee (the "Escrow Trustee"), and the Mayor is hereby authorized and directed to cause the Escrow Agreement to be executed by the Escrow Trustee. The Escrow Agreement is hereby approved in substantially the form submitted to this meeting, and the Mayor is hereby authorized to confer with the Underwriter, the Escrow Trustee and Bond Counsel in order to complete the Escrow Agreement in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the Escrow Agreement, their execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of the Escrow Agreement in substantially the form authorized to be executed is on file with the City Clerk and is available for inspection by any interested person.)

Section 8. In order to secure lower interest rates on the Series 2026 Bonds, the Underwriter has proposed that the City consider the purchase of a policy of bond insurance with a portion of the proceeds of the Series 2026 Bonds, which policy or policies would guarantee the payment of the principal of and interest on the Series 2026 Bonds when due. If deemed economically advantageous by the Mayor, upon the advice of the Underwriter, the Mayor is hereby authorized to execute an insurance commitment and to do any and all things necessary to accomplish the delivery of a bond insurance policy with respect to the Series 2026 Bonds.

In order that the maximum amount of proceeds of the Series 2026 Bonds be available to refund the Prior Bonds and pay costs of the Projects, the Underwriter has proposed that the City consider the purchase of a surety bond or a debt service reserve insurance policy with a portion of the proceeds of the Series 2026 Bonds, which surety bond or insurance policy would satisfy the funding requirements of the debt service reserve. If deemed economically advantageous by the Mayor, upon the advice of the Underwriter, the Mayor is hereby authorized to execute a commitment and to do any and all things necessary to accomplish the delivery of a surety bond or debt service reserve insurance policy with respect to the debt service reserve for the Series 2026 Bonds.

Section 9. The Mayor and City Clerk, for and on behalf of the City, are hereby authorized and directed to do any and all things necessary to effect the issuance, sale, execution and delivery of the Series 2026 Bonds and to effect the execution and delivery of the Trust Indenture, the Bond Purchase Agreement, the Official Statement, the Continuing Disclosure Agreement and a Tax Compliance Agreement relating to the tax exemption of interest on the Series 2026 Bonds, and to perform all of the obligations of the City under and pursuant thereto. The Mayor and the City Clerk are further authorized and directed, for and on behalf of the City, to execute all papers, documents, certificates and other instruments that may be required for the carrying out of such authority or to evidence the exercise thereof.

Section 10. As previously provided in the Election Ordinance, Kutak Rock LLP, Little Rock, Arkansas, is hereby confirmed as Bond Counsel on behalf of the City in connection with the issuance and sale of the Series 2026 Bonds.

Section 11. The provisions of this Ordinance are hereby declared to be severable, and if any section, phrase or provision shall for any reason be declared to be illegal or invalid, such declaration shall not affect the validity of the remainder of the sections, phrases or provisions of this Ordinance.

Section 12. All ordinances, resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 13. The City Council hereby finds and determines that there is a critical need to restructure the City's existing indebtedness through the refunding of the Prior Bonds and to obtain an additional source of revenue to finance essential City capital improvements such as the Projects, all in order to promote and protect the health, safety and welfare of the inhabitants of the City. It is, therefore, declared that an emergency exists and this Ordinance being necessary for the immediate preservation of the public health, safety and welfare shall be in full force and effect from and after its passage and approval.

ADOPTED AND APPROVED THIS _____ DAY OF _____, 2026.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

(S E A L)

BOND PURCHASE AGREEMENT

_____, 2026

City of Fayetteville
City Administration Building
113 West Mountain
Fayetteville, Arkansas 72701

$_____
City of Fayetteville, Arkansas
Sales and Use Tax Capital Improvement and Refunding Bonds,
Series 2026

Ladies and Gentlemen:

On the basis of the representations, warranties and agreements and upon the terms and conditions contained herein, the undersigned, Stephens Inc. (the "Underwriter"), hereby offers to enter into this Bond Purchase Agreement (this "Bond Purchase Agreement") with the City of Fayetteville, Arkansas (the "City") which, upon your acceptance of this offer, will be binding upon you and upon the Underwriter. Terms not otherwise defined herein shall have the same meanings as set forth in the Indenture defined and described below.

This offer is made subject to your acceptance of this Bond Purchase Agreement on or before midnight on _____, 2026. The Underwriter may withdraw this offer by written notice to the City at any time prior to its acceptance.

1. **General**. Upon the terms and conditions and in reliance upon the respective representations, warranties and covenants herein, the Underwriter hereby agrees to purchase from the City, and the City hereby agrees to sell to the Underwriter, all (but not less than all) of $_____ City of Fayetteville, Arkansas Sales and Use Tax Capital Improvement and Refunding Bonds, Series 2026 (the "Bonds"), at the purchase price (the "Purchase Price") of $_____ (equal to the par amount of the Bonds [plus][less] a [net] reoffering [premium][discount] of $_____ and less underwriter's discount of $_____).

The Bonds shall be issued by the City pursuant to the provisions of the Constitution and laws of the State of Arkansas, including, particularly, Amendment 62 to the Constitution and Arkansas Code Annotated §§14-164-301 *et seq.* (the "Act").

The Bonds will constitute special and limited obligations of the City, ratably secured solely by and payable solely from a pledge of and lien on (1) the receipts from a one percent (1.00%) city-wide sales and use tax (the "Sales and Use Tax") authorized under the Act and levied within the City pursuant to Ordinance No. 6920 of the City Council of the City which was adopted on October 21, 2025 (the "Election Ordinance"), which levies were approved by the voters of the City at a special election held March 3, 2026, and (2) moneys or investments on deposit in the Revenue

Fund, Bond Fund and Redemption Fund established by a Trust Indenture dated as of _____ 1, 2026 (the "Indenture"), by and between the City and Simmons Bank, Pine Bluff, Arkansas, as trustee (the "Trustee"), all as more particularly described in the Indenture.

The Bonds shall be issued and secured pursuant to Ordinance No. _____ of the City Council of the City which was adopted on _____, 2026 (the "Authorizing Ordinance"), and pursuant to the Indenture. The Bonds shall have the maturities and interest rates as set forth in Exhibit A hereto. The Bonds shall be subject to redemption as set forth in the Indenture and in the Official Statement (hereinafter defined).

A portion of the proceeds of the Bonds will be used, along with other available moneys, to accomplish a current refunding of (i) $_____ outstanding principal amount of the City's Sales and Use Tax Capital Improvement Bonds, Series 2022, and (ii) $_____ outstanding principal amount of the City's Sales and Use Tax Capital Improvement Bonds, Series 2024 (collectively, the "Prior Bonds"). The defeasance and redemption of the Prior Bonds will be accomplished pursuant to the terms and provisions of an Escrow Deposit Agreement to be dated as of the date of delivery of the Bonds (the "Escrow Agreement"), by and between the City and Simmons Bank, Pine Bluff, Arkansas, as escrow trustee (the "Escrow Trustee"), and the Bond proceeds deposited thereunder will be held, invested and utilized (along with other available moneys) to redeem the Prior Bonds at the times and in the amounts provided in the Escrow Agreement.

The remaining proceeds of the Bonds will be used (i) to pay all or a portion of the costs of certain (1) water and wastewater system rehabilitation and improvements, (2) parks system and related improvements, (3) an animal services facility and related improvements, (4) trail system and related improvements, (5) streets and transportation-related improvements, (6) a recycling drop-off facility and a household hazardous waste facility and related improvements, (7) an aquatics/recreation center and related improvements, and (8) a fire training facility and fire station construction and related improvements and the acquisition of firefighting vehicles, equipment and apparatus (collectively, the "Projects"), and (ii) to pay certain expenses in connection with the issuance of the Bonds.

The City will undertake, pursuant to a Continuing Disclosure Agreement to be dated as of the date of delivery of the Bonds (the "Continuing Disclosure Agreement"), to provide certain annual financial and operating information and notices of the occurrence of certain listed events, as required by Section (b)(5)(i) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (the "Rule"). A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement (each hereinafter defined). The City is in compliance with its continuing disclosure undertakings entered into by the City pursuant to the Rule in connection with other bonds issued by the City, and, except for failures to comply with such continuing disclosure obligations (as to which no determination of materiality has been made) as set forth in the Preliminary Official Statement and the Official Statement, the City has been in compliance with its continuing disclosure undertakings in all material respects for the past five years.

In order to ensure compliance with the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), applicable to the Bonds, the City will enter into a Tax Compliance Agreement dated as of the date of delivery of the Bonds (the "Tax Compliance Agreement").

2. **Bona Fide Public Offering**. The Underwriter agrees to make a bona fide public offering of all of the Bonds at the offering prices set forth on the inside cover of the final Official Statement described below.

3. **Delivery of Official Statement**. (a) The City has previously provided the Underwriter with copies of its Preliminary Official Statement, including the cover page and the appendices thereto, dated _____, 2026, relating to the Bonds (the "Preliminary Official Statement"). As of its date, the Preliminary Official Statement is "deemed final" by the City for purposes of SEC Rule 15c2-12(b)(1). The Preliminary Official Statement, as amended to conform to the terms of this Bond Purchase Agreement, including Exhibit A hereto, and with such other changes and amendments as are mutually agreed to by the City and the Underwriter, is herein referred to as the "Official Statement."

(b) The City agrees to deliver to the Underwriter, at such address as the Underwriter shall specify, as many copies of the final Official Statement dated _____, 2026, relating to the Bonds as the Underwriter shall reasonably request as necessary to comply with paragraph (b)(4) of the Rule (as defined above) and with Rule G-32 and Rule G-36 and all other applicable rules of the Municipal Securities Rulemaking Board. The City agrees to deliver such final Official Statement within seven (7) business days after the execution hereof.

(c) Pursuant to the Authorizing Ordinance, the City has authorized and approved the Preliminary Official Statement and the final Official Statement, consented to their distribution and use by the Underwriter and authorized the execution of the final Official Statement by a duly authorized officer of the City. The City hereby ratifies and confirms the use of the Preliminary Official Statement by the Underwriter prior to the date hereof in connection with the public offering of the Bonds.

(d) The Underwriter shall give notice to the City on the date after which no participating underwriter, as such term is defined in the Rule, remains obligated to deliver final Official Statements pursuant to paragraph (b)(4) of the Rule.

4. **City's Representations and Warranties**. The City represents and warrants to the Underwriter that:

(a) The City is a duly organized and existing political subdivision under the Constitution and laws of the State of Arkansas (the "State"). The City is authorized by the provisions of the Act to issue the Bonds for the purpose of defeasing and redeeming the Prior Bonds and financing a portion of the costs of the Projects.

(b) The City has the full legal right, power and authority (i) to adopt the Election Ordinance levying the Sales and Use Tax, (ii) to adopt the Authorizing Ordinance authorizing the issuance of and sale of the Bonds, (iii) to enter into this Bond Purchase Agreement, the Indenture, the Escrow Agreement, the Continuing Disclosure Agreement and the Tax Compliance Agreement, (iv) to levy the Sales and Use Tax, (v) to issue, sell and deliver the Bonds to the Underwriter as provided herein, (vi) to pledge irrevocably the receipts of the Sales and Use Tax to the payment of the principal of, premium, if any, and

interest on the Bonds, and (vii) to carry out and consummate all other transactions contemplated by each of the aforesaid documents, and the City has complied with all provisions of applicable law, including the Act, in all matters relating to such transactions.

(c) The City has duly authorized (i) the execution and delivery of the Bonds and the execution, delivery and due performance of this Bond Purchase Agreement, the Indenture, the Escrow Agreement, the Continuing Disclosure Agreement and the Tax Compliance Agreement, (ii) the distribution and use of the Preliminary Official Statement and the execution, delivery and distribution of the final Official Statement, and (iii) the taking of any and all such actions as may be required on the part of the City to carry out, give effect to and consummate the transactions contemplated by such instruments. All consents or approvals necessary to be obtained by the City in connection with the foregoing have been received, and the consents or approvals so received remain still in full force and effect.

(d) The Election Ordinance and the Authorizing Ordinance have been duly adopted by City Council of the City, are each in full force and effect and each constitutes the legal, valid and binding act of the City; and this Bond Purchase Agreement, the Indenture, the Escrow Agreement, the Continuing Disclosure Agreement and the Tax Compliance Agreement, when executed and delivered, will constitute legal, valid and binding obligations of the City, and this Bond Purchase Agreement, the Indenture, the Escrow Agreement, the Continuing Disclosure Agreement and the Tax Compliance Agreement are enforceable against the City in accordance with their respective terms, except as enforceability thereof may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally.

(e) When delivered to or at the direction of the Underwriter, the Bonds will have been duly authorized, executed, authenticated, issued and delivered and will constitute legal, valid and binding obligations of the City in conformity with the laws of the State of Arkansas, including the Act, and will be entitled to the benefit and security of the Authorizing Ordinance and the Indenture.

(f) The City has duly approved and authorized the distribution and use of the Preliminary Official Statement and the execution, delivery and distribution of the Official Statement.

(g) The information contained in the Preliminary Official Statement is, and as of the Closing Date such information in the final Official Statement will be, true and correct in all material respects, and the Preliminary Official Statement does not and the final Official Statement will not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(h) If, at any time prior to the earlier of (i) receipt of notice from the Underwriter pursuant to Section 3(d) hereof that Official Statements are no longer required to be delivered under the Rule or (ii) 25 days after the Closing Date, any event occurs as a result of which the Official Statement, as then amended or supplemented, might include an

untrue statement of a material fact, or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the City shall promptly notify the Underwriter in writing of such event. Any information supplied by the City for inclusion in any amendments or supplements to the Official Statement will not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. Upon the request of the Underwriter therefor, the City shall prepare and deliver to the Underwriter, at the City's expense, as many copies of an amendment or supplement to the Official Statement which will correct any untrue statement or omission therein as the Underwriter may reasonably request.

(i) Neither the adoption of the Authorizing Ordinance or the Election Ordinance, the execution and delivery of this Bond Purchase Agreement, the Bonds, the Indenture, the Escrow Agreement, the Continuing Disclosure Agreement or the Tax Compliance Agreement, nor the consummation of the transactions contemplated herein or therein or the compliance with the provisions hereof or thereof will conflict with, or constitute on the part of the City a violation of, or a breach of or default under, (i) any statute, indenture, mortgage, commitment, note or other agreement or instrument to which the City is a party or by which it is bound, (ii) any provision of the Constitution of the State of Arkansas, or (iii) any existing law, rule, regulation, ordinance, judgment, order or decree to which the City (or the members of its City Council or any of its officers in their respective capacities as such) is subject. All consents, approvals, authorizations and orders of governmental or regulatory authorities, if any, which are required for the City's execution and delivery of, consummation of the transactions contemplated by, and compliance with the provisions of this Bond Purchase Agreement, the Authorizing Ordinance, the Election Ordinance, the Bonds, the Indenture, the Escrow Agreement, the Continuing Disclosure Agreement and the Tax Compliance Agreement have been obtained.

(j) Except as is specifically disclosed in the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the best knowledge of the City, threatened, which in any way questions the powers of the City referred to in subparagraph 4(b) above, or the validity of any proceeding taken by the City in connection with the issuance of the Bonds or the levy of the Sales and Use Tax, or wherein an unfavorable decision, ruling or finding could materially adversely affect the transactions contemplated by this Bond Purchase Agreement, or of any other document or instrument required or contemplated by the Bond financing, or which, in any way, could adversely affect the validity or enforceability of the Authorizing Ordinance, the Election Ordinance, the Bonds, the Indenture, the Escrow Agreement, the Continuing Disclosure Agreement, the Tax Compliance Agreement or this Bond Purchase Agreement or, to the knowledge of the City, which in any way questions the exclusion from gross income of the recipients thereof of the interest on the Bonds for federal income tax purposes or in any other way questions the status of the Bonds under federal or State of Arkansas tax laws or regulations.

(k) Any certificate signed by any official of the City and delivered to the Underwriter shall be deemed a representation and warranty by the City to the Underwriter as to the truth of the statements therein contained.

(l) The City has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that it is a bond issuer whose arbitrage certifications may not be relied upon.

(m) The collection history with respect to the City's previously levied sales and use taxes set forth in the Preliminary Official Statement under the caption entitled "HISTORICAL SALES AND USE TAX COLLECTIONS" is fair, accurate and complete.

(n) The City will not knowingly take or omit to take any action, which action or omission will in any way cause the proceeds from the sale of the Bonds to be applied in a manner other than as provided in the Indenture, or which would cause the interest on the Bonds to be includable in gross income for federal income tax purposes.

5. **City's Covenants**. The City covenants with the Underwriter as follows:

(a) The City will cooperate with the Underwriter in qualifying the Bonds for offer and sale under the securities or Blue Sky laws of such jurisdictions of the United States as the Underwriter may request; provided, however, that the City shall not be required to consent to suit or to service of process in any jurisdiction. The City consents to the use by the Underwriter in the course of its compliance with the securities or Blue Sky laws of the various jurisdictions of the documents relating to the Bonds, subject to the right of the City to withdraw such consent for cause by written notice to the Underwriter.

(b) Prior to the earlier of (i) receipt of notice from the Underwriter pursuant to Section 3(d) hereof that final Official Statements are no longer required under the Rule or (ii) 25 days after the Closing Date, the City shall provide the Underwriter with such information regarding the City, the receipts from the Sales and Use Tax, and the current financial condition and ongoing operations of the City, all as the Underwriter may reasonably request.

6. **Closing**. At 10:00 a.m. Fayetteville, Arkansas time on _____, 2026, or at such other time and/or date as shall have been mutually agreed upon by the City and the Underwriter (the "Closing Date"), the City will deliver the Bonds, or cause the Bonds to be delivered, to or at the direction of the Underwriter, said Bonds to be in definitive form duly executed by the City and authenticated by Simmons Bank, Pine Bluff, Arkansas, as trustee (the "Trustee"), together with the other documents hereinafter mentioned; and the Underwriter will accept such delivery and pay the Purchase Price of the Bonds by making a wire transfer of federal funds payable to the order of the Trustee for the account of the City.

The Bonds shall be delivered to The Depository Trust Company in New York, New York, and the activities relating to the final execution and delivery of the Authorizing Ordinance, the Election Ordinance, the Indenture, the Escrow Agreement, the Continuing Disclosure Agreement and the Tax Compliance Agreement and the other documents related to the Bonds and the payment for the Bonds and the delivery of the certificates, opinions and other instruments as described in

Section 8 of this Bond Purchase Agreement shall occur in the offices of Kutak Rock LLP, 1277 E. Joyce Blvd., Suite 300, Fayetteville, Arkansas ("Bond Counsel"), or at such other place as shall have been mutually agreed upon between the City and the Underwriter. The payment for the Bonds and simultaneous delivery of the Bonds to or at the direction of the Underwriter is herein referred to as the "Closing."

7. **Underwriter's Right to Cancel**. The Underwriter shall have the right to cancel its obligation to purchase the Bonds hereunder by notifying the City in writing or by telegram of its election to do so between the date hereof and the Closing, if at any time hereafter and prior to the Closing:

(i) the House of Representatives or the Senate of the Congress of the United States, or a committee of either, shall have pending before it, or shall have passed or recommended favorably, legislation introduced previous to the date hereof, which legislation, if enacted in its form as introduced or as amended, would have the purpose or effect of imposing federal income taxation upon revenues or other income of the general character to be derived by the City or by any similar body under the Election Ordinance, the Authorizing Ordinance or the Indenture or similar documents or upon interest received on obligations of the general character of the Bonds or the Bonds, or of causing interest on obligations of the general character of the Bonds, or the Bonds, to be includable in gross income for purposes of federal income taxation, and such legislation, in the Underwriter's opinion, materially adversely affects the market price of the Bonds; or

(ii) a tentative decision with respect to legislation shall be reached by a committee of the House of Representatives or the Senate of the Congress of the United States, or legislation shall be favorably reported or rereported by such a committee or be introduced, by amendment or otherwise, in or be passed by the House of Representatives or the Senate, or recommended to the Congress of the United States for passage by the President of the United States, or be enacted or a decision by a federal court of the United States or the United States Tax Court shall have been rendered, or a ruling, release, order, regulation or official statement by or on behalf of the United States Treasury Department, the Internal Revenue Service or other governmental agency shall have been made or proposed to be made having the purpose or effect, or any other action or event shall have occurred which has the purpose or effect, directly or indirectly, of adversely affecting the federal income tax consequences of owning the Bonds or of any of the transactions contemplated in connection herewith, including causing interest on the Bonds to be included in gross income for purposes of federal income taxation, or imposing federal income taxation upon revenues or other income of the general character to be derived by the City or by any similar body under the Election Ordinance, the Authorizing Ordinance or the Indenture or similar documents or upon interest received on obligations of the general character of the Bonds, or the Bonds which, in the opinion of the Underwriter, materially adversely affects the market price of or market for the Bonds; or

(iii) legislation shall have been enacted, or actively considered for enactment with an effective date prior to the Closing, or a decision by a court of the United States shall have been rendered, the effect of which is that the Bonds, including any underlying obligations, or the Indenture, as the case may be, is not exempt from the registration, qualification or other

requirements of the Securities Act of 1933, as amended and as then in effect, the Securities Exchange Act of 1934, as amended and as then in effect, or the Trust Indenture Act of 1939, as amended and as then in effect; or

(iv) a stop order, ruling, regulation or official statement by the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall have been issued or made or any other event occurs, the effect of which is that the issuance, offering or sale of the Bonds, including any underlying obligations, or the execution and delivery of the Indenture as contemplated hereby or by the Official Statement, is or would be in violation of any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect, the Securities Exchange Act of 1934, as amended and as then in effect, or the Trust Indenture Act of 1939, as amended and as then in effect; or

(v) any event shall have occurred or any information shall have become known to the Underwriter which causes the Underwriter to reasonably believe that the Official Statement as then amended or supplemented includes an untrue statement of a material fact, or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; or

(vi) there shall have occurred any outbreak of hostilities or any national or international calamity or crisis, including a financial crisis, the effect of which on the financial markets of the United States is such as, in the reasonable judgment of the Underwriter, would materially adversely affect the market for or market price of the Bonds; or

(vii) there shall be in force a general suspension of trading on the New York Stock Exchange, the effect of which on the financial markets of the United States is such as, in the reasonable judgment of the Underwriter, would materially adversely affect the market for or market price of the Bonds; or

(viii) a general banking moratorium shall have been declared by federal, New York or State authorities; or

(ix) any proceeding shall be pending or threatened by the Securities and Exchange Commission against the City; or

(x) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange; or

(xi) the New York Stock Exchange or other national securities exchange, or any governmental authority, shall impose, as to the Bonds or obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of the Underwriter.

8. **Conditions to Underwriter's Obligations**. The obligation of the Underwriter to purchase the Bonds shall be subject (a) to the performance by the City of its obligations to be

performed hereunder at and prior to the Closing, (b) to the accuracy of the representations and warranties of the City herein as of the date hereof and as of the time of the Closing, and (c) to the following conditions, including the delivery by the City of such documents as are enumerated herein in form and substance satisfactory to the Underwriter:

(a) The Bonds shall have been duly authorized, executed and delivered in the forms approved by the City in the Indenture with only such changes therein as the Underwriter and the City shall mutually agree upon, which shall in all instances be as described in the final Official Statement;

(b) At the time of Closing, (i) the Official Statement, this Bond Purchase Agreement, the Indenture, the Authorizing Ordinance, the Election Ordinance, the Escrow Agreement, the Continuing Disclosure Agreement and the Tax Compliance Agreement shall be in full force and effect and shall not have been amended, modified or supplemented from the date hereof, except as may have been agreed to in writing by the Underwriter, (ii) the proceeds of the sale of the Bonds and other funds shall be deposited and applied as described in the Indenture, (iii) no default or event of default under the Indenture shall have occurred and be continuing, and (iv) no material adverse change affecting the City or the Sales and Use Tax shall have occurred, nor shall any development involving a prospective and material adverse change in, or affecting the business, financial condition, results of operations, prospects or properties of the City have occurred;

(c) Receipt of fully executed originals of the Indenture, the Escrow Agreement, the Continuing Disclosure Agreement and the Tax Compliance Agreement at or prior to the Closing;

(d) At or prior to the Closing, the Underwriter shall receive the following documents in such number of counterparts as shall be mutually agreeable to the Underwriter and Bond Counsel:

(1) A final approving opinion of Bond Counsel, dated the Closing Date, in substantially the form set forth in Exhibit C hereto;

(2) A supplemental opinion of Bond Counsel, addressed to the City, the Trustee and the Underwriter and dated the Closing Date, in substantially the form set forth in Exhibit D hereto;

(3) An opinion of Bond Counsel addressed to the City and the trustee for the Prior Bonds (the "Prior Bond Trustee"), to the effect that upon deposit of the moneys as described in the trust indenture with the Prior Bond Trustee securing the Prior Bonds, the Prior Bonds will be deemed to be paid and discharged and the lien on the receipts of the sales and use taxes securing the Prior Bonds will be released;

(4) The Official Statement executed by a duly authorized officer of the City;

(5) Certified copies of the Authorizing Ordinance and the Election Ordinance and all other ordinances and resolutions of the City relating to the Bonds;

(6) Certified copies of the Notice of Election and Mayor's Proclamation of Election Results, together with proofs of publication thereof;

(7) Photocopies of the Bonds as executed and delivered;

(8) A letter from S&P Global Ratings, a business unit of Standard & Poor's Financial Services, LLC, to the effect that the Bonds have been assigned a rating of no less than "____" (_____ outlook), which rating shall be in effect as of the Closing Date;

(9) A certificate, in form and substance satisfactory to the Underwriter, of any duly authorized officer or official of the City satisfactory to the Underwriter, dated as of the Closing Date, to the effect that: (i) each of the City's representations, warranties and covenants contained herein are true and correct as of the Closing Date; (ii) the City has duly adopted the Authorizing Ordinance and the Election Ordinance by all action necessary under the Act and the laws and Constitution of the State of Arkansas, and has duly authorized the execution, delivery and due performance of the Bonds, the Indenture, the Escrow Agreement, the Continuing Disclosure Agreement, the Tax Compliance Agreement, the Official Statement and this Bond Purchase Agreement; (iii) no litigation is pending, or to the knowledge of the officer or official of the City signing the certificate after due investigation and inquiry, threatened, to restrain or enjoin the issuance or sale of the Bonds or in any way affecting any authority for or the validity of the Bonds, the Sales and Use Tax, the Official Statement, the Authorizing Ordinance, the Election Ordinance, the Indenture, the Escrow Agreement, the Continuing Disclosure Agreement, the Tax Compliance Agreement, or this Bond Purchase Agreement; (iv) the Bonds, the Indenture, this Bond Purchase Agreement, the Escrow Agreement, the Continuing Disclosure Agreement and the Tax Compliance Agreement, as executed and delivered by the City, are in the form or in substantially the form approved for such execution by appropriate proceedings of the City; (v) since December 31, 2025, there has not been any material adverse change in the financial condition or results of operations of the City whether or not arising in the ordinary course of business, other than as set forth in the Official Statement; (vi) neither the Authorizing Ordinance nor the Election Ordinance have been amended, modified or repealed as of the Closing Date, and the Authorizing Ordinance and the Election Ordinance remain in full force and effect; (vii) none of the proceedings of the City taken preliminary to the issuance of the Bonds, as certified in such certificate, including the levy of the Sales and Use Tax, have been in any manner repealed, amended or changed; (viii) the City has complied in all respects with the provisions of the Act and has full legal right, power and authority to levy the Sales and Use Tax and to issue the Bonds for the purposes stated in the Act and to enter into this Bond Purchase Agreement, to adopt the Authorizing Ordinance and the Election Ordinance, to issue, sell and deliver the Bonds as provided in this Bond Purchase Agreement, and to carry out and consummate all other transactions contemplated

by this Bond Purchase Agreement, the Authorizing Ordinance, the Election Ordinance, the Indenture, the Escrow Agreement, the Continuing Disclosure Agreement and the Tax Compliance Agreement; (ix) neither the Official Statement nor any amendment or supplement thereto contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements contained therein, in the light of the circumstances under which they were made, not misleading; and (x) to the best knowledge of the officer or official of the City signing the certificate, no event affecting the City or the Sales and Use Tax has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purposes for which it is used that is necessary to disclose therein in order to make the statements and information therein not misleading in any respect;

(10) An opinion of Kit Williams, Esq., City Attorney, dated the Closing Date and addressed to the Underwriter, Bond Counsel and the Trustee, to the effect that (i) the City is a duly organized and validly existing political subdivision and city of the first class, organized under the laws of the State of Arkansas, with full power and authority to adopt the Authorizing Ordinance and Election Ordinance, to levy the Sales and Use Tax, and to execute and deliver the Bonds, the Indenture, the Escrow Agreement, the Continuing Disclosure Agreement, the Tax Compliance Agreement and this Bond Purchase Agreement; (ii) the City has duly approved the Preliminary Official Statement and the Official Statement; (iii) the Authorizing Ordinance and the Election Ordinance have been duly adopted by the City by all action necessary under the Act and the laws and Constitution of the State of Arkansas, and each remains in full force and effect; (iv) the Indenture, the Escrow Agreement, the Continuing Disclosure Agreement, the Tax Compliance Agreement and this Bond Purchase Agreement have been duly authorized, approved, executed and delivered by the City and, subject to the extent that the enforceability of the rights and remedies set forth therein may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally, constitute valid and binding agreements of the City enforceable in accordance with their terms; (v) the information in the Official Statement under the captions "THE PROJECTS," "THE CITY" and "LEGAL MATTERS" (apart from financial or statistical data contained or incorporated therein, as to which no view need be expressed) is fair, accurate and complete and does not omit any matter which, in such counsel's opinion, for the purposes for which the Official Statement is to be used, should be included or referred to therein; (vi) excepting those matters discussed in the Official Statement, there is no action, suit or proceeding at law or in equity before or by any court, public board or body, pending or threatened, against or affecting the City, challenging the validity of the transactions contemplated by the Official Statement or the validity of the Bonds, the Sales and Use Tax, the Authorizing Ordinance, the Election Ordinance, the Indenture, the Escrow Agreement, the Continuing Disclosure Agreement, the Tax Compliance Agreement or this Bond Purchase Agreement and, to the best of such counsel's knowledge, there is no investigation, pending or threatened, and no threatened action, suit or proceeding involving any of the matters hereinabove mentioned in this clause (vi); (vii) the execution and delivery of the Authorizing Ordinance, the Election Ordinance, the Indenture, the

Escrow Agreement, the Continuing Disclosure Agreement, the Tax Compliance Agreement and this Bond Purchase Agreement, and compliance with the provisions hereof and thereof, under the circumstances contemplated hereby and thereby, do not and will not in any material respect conflict with or constitute on the part of the City a breach of or default under any agreement or other instrument to which the City is a party or any existing law, regulation, court order or consent decree to which the City is subject; and (viii) based upon the examinations which such counsel has made as counsel to the City, which shall be specified, nothing has come to such counsel's attention which would lead such counsel to believe that the Official Statement (except for the financial statements and other financial data included in the Official Statement, as to which no view need be expressed) contains an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(11) Evidence that Federal Form 8038-G has been executed by the City and is ready for filing with the Internal Revenue Service;

(12) Evidence that, except as disclosed in the Official Statement, all necessary approvals, whether legal or administrative, have been obtained from applicable federal, state and local entities and agencies; and

(13) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter and Bond Counsel may reasonably request to evidence compliance by the City with legal requirements, the truth and accuracy, as of the time of Closing, of the representations of the City herein contained and the due performance or satisfaction by the City at or prior to such time of all agreements then to be performed and all conditions then to be satisfied.

If the City shall be unable to satisfy the conditions to the obligations of the Underwriter contained in this Bond Purchase Agreement, or if the obligation of the Underwriter to purchase and accept delivery of the Bonds shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Underwriter nor the City shall be under further obligation hereunder; except that the respective obligations to pay expenses, as provided in Section 12 hereof, shall continue in full force and effect.

9. **Conditions to Obligations of the City**. The obligations of the City hereunder are subject to the performance by the Underwriter of its obligations hereunder.

10. **Survival**. All representations, warranties and agreements of the City shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of the Underwriter, and shall survive the Closing. The obligations of the City under Sections 11 or 12 hereof shall survive any termination of this Bond Purchase Agreement by the Underwriter pursuant to the terms hereof.

11. **Indemnification**. The City, to the extent permitted by law, agrees to indemnify and hold harmless the Underwriter, each member, officer, director, partner or employee of the Underwriter and each person who controls the Underwriter within the meaning of Section 15 of the Securities Act of 1933, as amended, or Section 20 of the Securities Exchange Act of 1934, as amended (collectively called the "Indemnified Parties"), against any and all losses, claims, damages, liabilities or expenses (including any legal or other expenses incurred by an Indemnified Party in connection with investigating any claims against an Indemnified Party and defending any actions) whatsoever caused by any untrue statement or misleading statement or alleged untrue statement or alleged misleading statement of a material fact contained in the Official Statement or caused by any omission or alleged omission from the Official Statement of any material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading insofar as such losses, claims, damages, liabilities or expenses are caused by any such untrue or misleading statement or omission or alleged untrue or misleading statement or omission in the information contained in the Official Statement; provided, however, that the City shall not be liable to an Indemnified Party in any such case to the extent that any such loss, claim, damage, liability or action arises out of, or is based upon, any untrue statement or alleged untrue statement or omission or alleged omission made in any of such documents in reliance upon and in conformity with written information furnished to the City by the Underwriter specifically for use therein. No Indemnified Parties shall be indemnified hereunder for any losses, claims, damages or liabilities resulting from the negligence or misconduct of such Indemnified Parties.

In case any action shall be brought against one or more of the Indemnified Parties based upon the Official Statement and in respect of which indemnity may be sought against the City, the Indemnified Parties shall promptly notify the City in writing, and, to the extent permitted by law, the City shall promptly assume the defense thereof, including the employment of counsel, the payment of all expenses and the right to negotiate and consent to settlement. Any one or more of the Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Parties unless employment of such counsel has been specifically authorized by the City. The City shall not be liable for any settlement of any such action effected without its consent by any of the Indemnified Parties, but if settled with the consent of the City, the City agrees to indemnify and hold harmless the Indemnified Parties to the extent provided in this Bond Purchase Agreement and to the extent permitted by law.

12. **Payment of Expenses**. The City will pay or cause to be paid all reasonable expenses incident to the performance of its obligations under this Bond Purchase Agreement, including, but not limited to, expenses of mailing or delivery of the Bonds, legal publication costs, costs for obtaining CUSIP numbers on the Bonds, fees payable to The Depository Trust Company relating to the Bonds, Federal Funds charges, costs of printing the Bonds, the Preliminary and final Official Statements, or any amendment or supplement to the Preliminary or final Official Statement, fees and disbursements of Bond Counsel, accountants' fees and expenses, any fees charged by investment rating agencies for the rating of the Bonds, bond insurance premiums, if any, fees of the Trustee and any paying agent fees, and any fees and disbursements in connection with the qualification of the Bonds for sale under the securities or "Blue Sky" laws of the various jurisdictions and the preparation of "Blue Sky" memoranda. In the event this Bond Purchase Agreement shall terminate because of the default of the Underwriter, the City will, nevertheless,

pay, or cause to be paid, all of the expenses specified above. The Underwriter shall pay all advertising expenses in connection with the public offering of the Bonds, and all other expenses incurred by it in connection with the public offering and distribution of the Bonds, including the fees and expenses of any counsel retained by the Underwriter. If the City defaults under this Bond Purchase Agreement, the Underwriter may bring whatever legal action it may have against the City to recover damages, if any, incurred by the Underwriter.

13. **Establishment of Issue Price.** (a) The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at Closing an "issue price" or similar certificate, together with supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

(b) The City will treat the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Bond Purchase Agreement, the Underwriter shall report to the City the price or prices at which the Underwriter has sold to the public each maturity of the Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the City the prices at which Bonds of that maturity have been sold by the Underwriter to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) all the Bonds of that maturity have been sold or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, the City or Bond Counsel.

[Subsection (c) below shall apply only if the Underwriter agrees to apply the hold-the-offering-price rule, as described below.]

[(c) The Underwriter confirms it has offered the Bonds to the public on or before the date of this Bond Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Exhibit A attached hereto, except as otherwise set forth therein. Exhibit A also sets forth, as of the date of this Bond Purchase Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the City and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the date of the earlier of the following:

(1) the close of business on the fifth (5^{th}) business day after the sale date; or

(2) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall advise the City promptly after the close of the fifth (5th) business day after the sale date whether the Underwriter has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.]

(d) The Underwriter confirms that:

(i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which Underwriter is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(i) to report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter and as set forth in the related pricing wires; and

(B) to promptly notify the Underwriter of any sales of the Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below); and

(C) to acknowledge that, unless otherwise advised by the underwriter, dealer or broker-dealer, the Underwriter shall assume that each order submitted by the underwriter, dealer or broker-dealer is a sale to the public.

(ii) any agreement among underwriters or selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all the Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or such underwriter or dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or such underwriter or dealer, and (B) comply with the hold-the-offering-price rule, if applicable,

if and for so long as directed by the Underwriter or the underwriter or the dealer and as set forth in the related pricing wires.

(e) The City acknowledges that, in making the representation set forth in this Section, the Underwriter will rely on (i) the agreement of each underwriter to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter or dealer who is a member of a selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

(f) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this Section 13. Further, for purposes of this Section 13:

(i) "public" means any person other than an underwriter or a related party;

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public);

(iii) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of the other), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are

partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profits interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one party of the other); and

(iv) "sale date" means the date of execution of this Bond Purchase Agreement by all parties.

14. **Notices**. Any notice or other communication to be given to the City under this Bond Purchase Agreement may be given by delivering the same in writing to the Mayor at the address set forth above, and any notice or other communication to be given to the Underwriter under this Bond Purchase Agreement may be given by delivering the same in writing to Stephens Inc., 111 Center Street, 23rd Floor, Little Rock, AR 72201, Attention: Public Finance.

15. **Nonassignability**. This Bond Purchase Agreement is made solely for the benefit of the City and the Underwriter (including any successor or assign of the Underwriter), and no other person, including any purchaser of the Bonds, shall acquire or have any right hereunder or by virtue hereof.

16. **Applicable Law**. This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas.

17. **Counterparts**. This Bond Purchase Agreement shall become effective upon your acceptance hereof and may be executed in counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

Very truly yours,

STEPHENS INC.

By:_____
Authorized Representative

Accepted and agreed to as of
the date first above written:

CITY OF FAYETTEVILLE, ARKANSAS

By:_____
Title: Mayor

EXHIBIT A

MATURITY SCHEDULE

(November 1) Maturity[1]	Principal Amount	Interest Rate	Yield	Price
2027	$	%	%	%
2028				
2029				
2030				
2031				
2032				
2033				
2034				
2035				
2036				
2037				
2038				
2039				
2040				
2041				
2042				
2043				
2044				
2045				
2046				

(1) [All maturities are General Rule maturities.]

(2) [Mandatory sinking fund redemption.]

EXHIBIT B

FORM OF ISSUE PRICE CERTIFICATE

$_____
City of Fayetteville, Arkansas
Sales and Use Tax Capital Improvement and Refunding Bonds
Series 2026

The undersigned, as representative of Stephens Inc., as underwriter (the "Purchaser") of the above-captioned bonds (the "Bonds"), hereby certifies as set forth below with respect to the sale and issuance of the Bonds.

1. ***Sale of the General Rule Maturities***. As of the date of this Certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule 1. [All Maturities are General Rule Maturities.]

2. ***Defined Terms***.

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule 1 hereto as the "General Rule Maturities."

(b) *Issuer* means the City of Fayetteville, Arkansas.

(c) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(d) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a Related Party (as such terms are defined below) to an Underwriter.

(e) A purchaser of any of the Bonds is a *Related Party* to any Underwriter if the Underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 2026.

(g) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the

initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this Certificate are limited to factual matters only. Nothing in this Certificate represents the Purchaser's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Compliance Agreement and with respect to compliance with the federal income tax rules affecting the Bonds, and by Kutak Rock LLP, Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

STEPHENS INC.

By:_____
Title:

Dated: _____, 2026

SCHEDULE 1
SALE PRICES OF THE GENERAL RULE MATURITIES AND
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES

$_____
City of Fayetteville, Arkansas
Sales and Use Tax Capital Improvement and Refunding Bonds
Series 2026

(November 1) Maturity[(1)]	**Principal Amount**	**Interest Rate**	**Yield**	**Price**
2027	$	%	%	%
2028				
2029				
2030				
2031				
2032				
2033				
2034				
2035				
2036				
2037				
2038				
2039				
2040				
2041				
2042				
2043				
2044				
2045				
2046				

(1) [All maturities are General Rule maturities.]
(2) [Mandatory sinking fund redemption.]

SCHEDULE 2
PRICING WIRE OR EQUIVALENT COMMUNICATION
(*To be attached*)

EXHIBIT C

PROPOSED FORM OF BOND COUNSEL APPROVING OPINION

Upon delivery of the Bonds in definitive form, Kutak Rock LLP, Little Rock, Arkansas, proposes to deliver its approving opinion in substantially the following form:

_____, 2026

City of Fayetteville, Arkansas
Fayetteville, Arkansas

Simmons Bank, as Trustee
Pine Bluff, Arkansas

Stephens Inc.
Little Rock, Arkansas

$_____
City of Fayetteville, Arkansas
Sales and Use Tax Capital Improvement and Refunding Bonds
Series 2026

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance and sale by the City of Fayetteville, Arkansas (the "City"), a political subdivision of the State of Arkansas, of its $_____ Sales and Use Tax Capital Improvement and Refunding Bonds, Series 2026 (the "Series 2026 Bonds").

The Series 2026 Bonds are being issued pursuant to the provisions of the Constitution and laws of the State of Arkansas, including, particularly, Amendment 62 and Arkansas Code Annotated §§14-164-301 *et seq.* (as from time to time amended, the "Local Government Bonds Act"), pursuant to Ordinance No. _____ of the City, duly adopted and approved on _____, 2026 (the "Authorizing Ordinance"), and pursuant to a Trust Indenture dated as of _____ 1, 2026 (the "Indenture"), by and between the City and Simmons Bank, as trustee (the "Trustee"). Reference is hereby made to the Indenture and to all indentures supplemental thereto for the provisions, among others, with respect to the conditions for the issuance of parity indebtedness by the City, with respect to the nature and extent of the security for the Series 2026 Bonds, the rights, duties and obligations of the City, the Trustee and the Holders of the Series 2026 Bonds, and the terms upon which the Series 2026 Bonds are issued and secured.

At a special election held March 3, 2026, called in accordance with the Local Government Bond Act pursuant to Ordinance No. 6920 of the City, adopted on October 21, 2025 (the "Election Ordinance"), the issuance of the Series 2026 Bonds was approved by a majority of the qualified

electors of the City voting on each of the nine questions set forth on the ballot in the respective principal amounts and for the specified purposes therein described.

Reference is made to an opinion of even date herewith of Kit Williams, Esq., City Attorney, a copy of which is on file with the Trustee, with respect, among other matters, to the status and valid existence of the City, the power of the City to adopt the Election Ordinance and the Authorizing Ordinance and to enter into and perform its obligations under the Indenture, the valid adoption of the Election Ordinance and the Authorizing Ordinance, and the due authorization, execution and delivery of the Indenture by the City, and with respect to the Indenture being enforceable upon the City.

We have examined the law and such certified proceedings and other papers as we have deemed necessary to render this opinion. As to questions of fact material to our opinion, we have relied upon the representations of the City contained in the Election Ordinance, the Authorizing Ordinance and the Indenture and in the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The City is duly created and validly existing as a municipal corporation of the State of Arkansas. Pursuant to the Constitution and laws of the State of Arkansas, including, particularly, Amendment 62 and the Local Government Bond Act, the City is empowered to adopt the Election Ordinance and the Authorizing Ordinance, to execute and deliver the Indenture, to perform the agreements on its part contained therein, and to issue the Series 2026 Bonds.

2. The Authorizing Ordinance has been duly adopted by the City and constitutes a valid and binding obligation of the City enforceable upon the City in accordance with its terms.

3. The Indenture has been duly authorized, executed and delivered by the City and is a valid and binding obligation of the City enforceable upon the City in accordance with its terms.

4. The Series 2026 Bonds are payable from and equally and ratably secured by a valid lien on and pledge of the Trust Estate (as defined in the Indenture), including receipts of the 1.00% Sales and Use Tax (as defined in the Indenture), in the manner and to the extent provided in the Indenture. The City is duly authorized to pledge such Trust Estate, and no further action on the part of the City or any other party is required to perfect the same or the interest of the owners of the Series 2026 Bonds therein.

5. The Sales and Use Tax has been validly adopted in accordance with the Constitution and laws of the State of Arkansas, including Amendment 62 and the Local Government Bond Act, and may be validly pledged to secure the Series 2026 Bonds. As provided in the Local Government Bond Act, levy and collection of the Sales and Use Tax will commence on and as of the date of expiration of the Prior Tax (as defined in the Election Ordinance).

6. Interest on the Series 2026 Bonds is excludable from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax. The opinions described in the preceding sentences assume the accuracy of certain representations and compliance by the City with covenants designed to satisfy the requirements of

the Internal Revenue Code of 1986, as amended (the "Code"), that must be met subsequent to the issuance of the Series 2026 Bonds. Failure to comply with certain of such requirements could cause interest on the Series 2026 Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2026 Bonds. The City has covenanted to comply with such requirements. We express no opinion regarding other federal tax consequences arising with respect to the Series 2026 Bonds.

7. The interest on the Series 2026 Bonds is exempt from all state, county and municipal taxes in the State of Arkansas.

8. The Series 2026 Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Indenture is not required to be qualified under the Trust Indenture Act of 1939, as amended, in connection with the offer and sale of the Series 2026 Bonds.

It is to be understood that the rights of the registered owners of the Series 2026 Bonds and the enforceability of the Series 2026 Bonds, the Authorizing Ordinance and the Indenture may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

EXHIBIT D

PROPOSED FORM OF BOND COUNSEL SUPPLEMENTAL OPINION

_____, 2026

City of Fayetteville, Arkansas
Fayetteville, Arkansas

Simmons Bank, as Trustee
Pine Bluff, Arkansas

Stephens Inc.
Little Rock, Arkansas

$_____
City of Fayetteville, Arkansas
Sales and Use Tax Capital Improvement and Refunding Bonds
Series 2026

Ladies and Gentlemen:

This opinion supplements our bond approving opinion, dated the date hereof, relating to the above-captioned bonds (the "Series 2026 Bonds"). Except as otherwise defined herein, the terms used herein shall have the meanings prescribed for them in said opinion.

We have examined the law and such certified proceedings and other papers as we have deemed necessary to render this opinion. As to questions of fact material to our opinion, we have relied upon the representations of the City contained in the Indenture and in the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation.

In addition to the documents specifically mentioned in the approving opinion, in connection with this opinion we have also examined:

(a) An executed counterpart of the Bond Purchase Agreement dated _____, 2026 (the "Bond Purchase Agreement"), by and between the City and Stephens Inc., as underwriter (the "Underwriter");

(b) An executed counterpart of the Continuing Disclosure Agreement dated _____, 2026 (the "Disclosure Agreement"), by and between the City and Simmons Bank, as dissemination agent (the "Dissemination Agent");

(c) An executed counterpart of the Tax Compliance Agreement dated _____, 2026 (the "Tax Compliance Agreement"), by and between the City and the Trustee;

(d) An executed counterpart of the Escrow Agreement dated _____, 2026 (the "Escrow Agreement"), by and between the City and Simmons Bank, as escrow trustee (the "Escrow Trustee"); and

(e) The Official Statement dated _____, 2026, with respect to the Series 2026 Bonds (the "Official Statement").

Based on our examination, we are of the opinion, as of the date hereof and under existing law, as follows:

1. The Bond Purchase Agreement has been duly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the Underwriter, the Bond Purchase Agreement constitutes the valid and binding agreement of the City enforceable in accordance with its terms.

2. The Disclosure Agreement has been duly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the Dissemination Agent, the Disclosure Agreement constitutes the valid and binding agreement of the City enforceable in accordance with its terms.

3. The Tax Compliance Agreement has been duly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the Trustee, the Tax Compliance Agreement constitutes the valid and binding agreement of the City enforceable in accordance with its terms.

4. The Escrow Agreement has been duly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the Escrow Trustee, the Escrow Agreement constitutes the valid and binding agreement of the City, enforceable in accordance with its terms.

5. To the best of our knowledge, there is no litigation or other proceeding pending or threatened in any court, agency or other administrative body (either State or Federal) which could have a material adverse effect on (a) the financial condition of the City, (b) the ability of the City to perform its obligations under the Authorizing Ordinance, the Indenture, the Bond Purchase Agreement, the Disclosure Agreement, the Tax Compliance Agreement or the Escrow Agreement (collectively, the "Related Documents"), (c) the security for the Series 2026 Bonds, or (d) the transactions contemplated by the Related Documents.

6. Nothing has come to our attention which would cause us to believe that, as of the date hereof, the Official Statement (excluding financial and statistical data and information which is contained or incorporated in the Official Statement, as to which no view is expressed) contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

The enforceability of the respective obligations of the parties to the documents and other items described above, and the availability of certain rights and remedies provided for therein, may

be limited by bankruptcy, receivership, insolvency, reorganization, moratorium, marshalling or other similar statutes or rules of law affecting creditors' rights and remedies, to general principles of equity and to the discretion of any court in granting any relief or issuing any order, whether the proceeding is considered a proceeding at law or equity. In particular, the right to indemnification under any of the documents or other items described above may be limited by federal of state securities laws or by the public policy underlying such laws.

This opinion is being rendered to you solely for your use and benefit and may not be relied upon in any manner, nor used, by any other person.

Very truly yours,

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (this "Disclosure Agreement") is executed and delivered by the City of Fayetteville, Arkansas (the "City") and Simmons Bank, Pine Bluff, Arkansas, as dissemination agent (the "Dissemination Agent"), in connection with the issuance of $_____ City of Fayetteville, Arkansas Sales and Use Tax Capital Improvement and Refunding Bonds, Series 2026 (the "Bonds"). The Bonds are being issued pursuant to the terms and provisions of Ordinance No. ____ duly approved by the City Council of the City on _____, 2026, and pursuant to the terms and provisions of a Trust Indenture dated as of _____ 1, 2026 (the "Indenture"), by and between the City and Simmons Bank, Pine Bluff, Arkansas, as trustee (the "Trustee"). In connection with the issuance and delivery of the Bonds, the City and the Dissemination Agent covenant and agree as follows:

Section 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the City for the benefit of the Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with, and constitutes the written undertaking for the Beneficial Owners of the Bonds required by, SEC Rule 15c2-12(b)(5) (the "Rule"). The City is an "obligated person" within the meaning of the Rule. The Dissemination Agent shall have no liability with respect to the content of any disclosure provided hereunder, and shall be liable only to the City for sending notices hereunder. As required by the Rule, this Disclosure Agreement is enforceable by Beneficial Owners of the Bonds pursuant to Section 7 hereof.

Section 2. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure Agreement, the following capitalized terms shall have the following meanings:

"Annual Financial Information" means the financial information and operating data described in Exhibit I.

"Annual Financial Information Disclosure" means the dissemination of disclosure concerning Annual Financial Information and the dissemination of the Audited Financial Statements as set forth in Section 4.

"Audited Financial Statements" means the audited consolidated financial statements of the City, prepared pursuant to the standards and as described in Exhibit I.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Business Day" means any day other than a Saturday or Sunday or a day on which banks in the State of Arkansas or in the state in which the Dissemination Agent is located are not open for business.

"Commission" means the U.S. Securities and Exchange Commission.

"Disclosure Representative" means the City's Chief Financial Officer, or his or her designee, or such other person as the City shall designate in writing to the Dissemination Agent from time to time.

"Dissemination Agent" means Simmons Bank, Pine Bluff, Arkansas, acting in its capacity as a dissemination agent hereunder, or any successor dissemination agent designated in writing by the City and which has filed with the Trustee a written acceptance of such designation.

"EMMA" means the Electronic Municipal Market Access facility for municipal securities disclosure of the MSRB.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Financial Obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as a security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii). The term Financial Obligation does not include municipal securities as to which a final official statement has been otherwise provided to the MSRB under the Rule.

"Fiscal Year" means any period of twelve (12) consecutive months adopted by the City as its fiscal year for financial reporting purpose. The Fiscal Year of the City presently ends on December 31 of each year.

"Listed Event" means the occurrence of any of the events with respect to the Bonds set forth in Exhibit II.

"Listed Events Disclosure" means dissemination of a notice of a Listed Event as set forth in Section 5.

"MSRB" shall mean the Municipal Securities Rulemaking Board established in accordance with the provisions of Section 15B(b)(1) of the 1934 Act.

"Participating Underwriter" means each broker, dealer or municipal securities dealer acting as an underwriter in any primary offering of the Bonds.

"Prescribed Form" means, with regard to the filing of Annual Financial Information, Audited Financial Statements and notices of Listed Events with the MSRB at www.emma.msrb.org (or such other address or addresses as the MSRB may from time to time specify), such electronic format, accompanied by such identifying information, as shall have been prescribed by the MSRB and which shall be in effect on the date of filing of such information.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission ("SEC") under the Exchange Act, as modified by Rule 15c2-12(d)(2), as the same may be amended from time to time.

"Sales and Use Tax" shall mean the one percent (1.00%) city-wide sales and use tax authorized under the Local Government Bond Act which has been levied within the City pursuant

to Ordinance No. 6920 adopted by the City on October 21, 2025, the collection of which tax will commence as provided by State law, as approved by the voters of the City.

"State" means the State of Arkansas.

"Undertaking" means the obligations of the City pursuant to Sections 4 and 5.

Section 3. CUSIP Number/Final Official Statement. The CUSIP Number of the final maturity of the Bonds is 312673 ___. The final Official Statement relating to the Bonds is dated _____, 2026 (the "Final Official Statement").

Section 4. Annual Financial Information Disclosure. Subject to Section 9 of this Disclosure Agreement, the City hereby covenants that it will disseminate, or will cause the Dissemination Agent to disseminate, the Annual Financial Information and the Audited Financial Statements (in the form and by the dates set forth below and in Exhibit I) by delivering such Annual Financial Information and the Audited Financial Statements to the MSRB within 180 days of the completion of the City's Fiscal Year. Such information shall be delivered or caused to be delivered in Prescribed Form and by such time so that such entity receives the information by the dates specified.

Not later than five (5) Business Days prior to the date specified in the preceding paragraph for providing the Annual Financial Information Disclosure to the MSRB, the City shall provide such Annual Financial Information Disclosure to the Dissemination Agent. If by such date the Dissemination Agent has not received a copy of the applicable Annual Financial Information Disclosure, the Dissemination Agent shall contact the applicable Disclosure Representative to determine if the City is in compliance with the preceding paragraph of this Section 4. If the Dissemination Agent is unable to verify that the Annual Financial Information Disclosure has been provided to the MSRB by the date required in the preceding paragraph, the Dissemination Agent shall file a notice with the MSRB in substantially the form attached as Exhibit III hereto.

Contemporaneously with the filing by the Dissemination Agent of any Annual Financial Information Disclosure with the MSRB, the Dissemination Agent shall give notice thereof to the City and the Trustee (if the Trustee is not the Dissemination Agent) certifying that such filing has been made and the date on which it was filed.

If any part of the Annual Financial Information can no longer be generated because the operations to which it is related have been materially changed or discontinued, the City will disseminate or cause dissemination of a statement to such effect as part of its Annual Financial Information for the Fiscal Year in which such event first occurs.

If any amendment is made to this Disclosure Agreement, the Annual Financial Information for the Fiscal Year in which such amendment is made (or in any notice or supplement provided to the MSRB) shall contain a narrative description of the reasons for such amendment and its impact on the type of information being provided.

Section 5. Listed Events Disclosure. Subject to Section 9 of this Disclosure Agreement, the City hereby covenants to disseminate or cause dissemination in a timely manner, not in excess of ten (10) Business Days after the occurrence of the event, of Listed Events Disclosure to the

MSRB in Prescribed Form. Notwithstanding the foregoing, notice of optional or unscheduled redemption of any Bonds need not be given under this Disclosure Agreement any earlier than the notice (if any) of such redemption is given to the owners of the Bonds pursuant to the Indenture. The City is required to deliver or cause delivery of such Listed Events Disclosure in the same manner as provided by Section 4 of this Disclosure Agreement.

Section 6. Duty to Update EMMA/MSRB. The Dissemination Agent shall determine, in the manner it deems appropriate, whether there has occurred a change in the MSRB's e-mail address or filing procedures and requirements under EMMA each time it is required to file information with the MSRB.

Section 7. Consequences of Failure of the City to Provide Information. In the event of a failure of the City to comply with any provision of this Disclosure Agreement, the Trustee may (and at the request of a Participating Underwriter or the Beneficial Owners of at least 25% in aggregate outstanding principal amount of the Bonds, and upon being indemnified to its satisfaction, shall) or the Beneficial Owner of any Bond may seek specific performance by court order to cause the City to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture or any other agreement, and the sole remedy under this Disclosure Agreement in the event of any failure of the City or the Dissemination Agent to comply with this Disclosure Agreement shall be an action to compel performance.

Section 8. Amendments; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the City and the Dissemination Agent may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, if:

(i) The amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the City or the type of business it conducts;

(ii) This Disclosure Agreement, as amended, or the provision, as waived, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances;

(iii) The amendment or waiver does not materially impair the interests of the Beneficial Owners of the Bonds, as determined either by parties unaffiliated with the City (such as the Trustee) or by an approving vote of the Beneficial Owners of the Bonds holding a majority of the aggregate principal amount of the Bonds (excluding Bonds held by or on behalf of the City) pursuant to the terms of the Indenture at the time of the amendment; or

(iv) The amendment or waiver is otherwise permitted by the Rule.

Section 9. Termination of Undertaking. The Undertaking of the City shall be terminated hereunder when the City shall no longer have any legal liability for any obligation on or relating to the repayment of the Bonds. The City shall give notice to the MSRB, or shall cause the Dissemination Agent to give notice, in a timely manner and in Prescribed Form if this Section is applicable.

Section 10. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. A Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the City pursuant to this Disclosure Agreement and has no duty to review the contents thereof. If at any time there is not any other designated Dissemination Agent, the Trustee shall be the Dissemination Agent for the City.

Section 11. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Financial Information Disclosure or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the City chooses to include any information from any document or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the City shall not have any obligation under this Disclosure Agreement to update such information or include it in any future disclosure or notice of the occurrence of a Listed Event.

Section 12. Beneficiaries. This Disclosure Agreement has been executed in order to assist the Participating Underwriter in complying with the Rule; however, this Disclosure Agreement shall inure solely to the benefit of the City, the Dissemination Agent, if any, the Trustee and the Beneficial Owners of the Bonds, and shall create no rights in any other person or entity.

Section 13. Recordkeeping. The City and the Dissemination Agent shall maintain records of all Annual Financial Information Disclosure and Listed Events Disclosure, including the content of such disclosure, the names of the entities with whom such disclosure was filed and the date of filing such disclosure.

Section 14. Past Compliance. The City is a party to multiple prior undertakings pursuant to the Rule. Except as set forth in the Final Official Statement for the Bonds under the caption "SUMMARY OF THE CONTINUING DISCLOSURE AGREEMENT," the City has, to the best of its knowledge, for the past five years, been in compliance in all material respects with the provisions in such undertakings requiring that it file certain financial information and financial statements and certain listed events with the MSRB.

Section 15. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent (if other than the Trustee or the Trustee in its capacity as Dissemination Agent) shall have only such duties as are specifically set forth in this Disclosure Agreement, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any losses, expenses and liabilities which it may incur arising out of or in the exercise of performance of its powers and duties under this Disclosure Agreement, including the costs and expenses (including attorneys' fees and expenses) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's gross negligence or willful misconduct. Such indemnification obligation of the City shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 16. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 17. Governing Law. This Disclosure Agreement shall be governed by and construed in accordance with the laws of the State, provided that to the extent this Disclosure Agreement addresses matters of federal securities laws, including the Rule, this Disclosure Agreement shall be construed in accordance with such federal securities laws and official interpretations thereof.

Dated: _____, 2026

CITY OF FAYETTEVILLE, ARKANSAS

By:_____
Mayor

SIMMONS BANK,
as Dissemination Agent

By:_____
Title:

EXHIBIT I

ANNUAL FINANCIAL INFORMATION AND TIMING AND AUDITED FINANCIAL STATEMENTS

"*Annual Financial Information*" means receipts of the Sales and Use Tax for the latest Fiscal Year and for the four previous Fiscal Years.

All or a portion of the Annual Financial Information and the Audited Financial Statements as set forth below may be included by reference to other documents which have been submitted to the MSRB or filed with the Commission. The City shall clearly identify each such item of information included by reference.

Annual Financial Information will be provided to the MSRB within 180 days after the last day of the City's Fiscal Year, commencing with the Fiscal Year ending December 31, 2026. Audited Financial Statements as described below should be filed at the same time as the Annual Financial Information. If Audited Financial Statements are not available when the Annual Financial Information is filed, unaudited financial statements shall be included, and Audited Financial Statements will be provided to the MSRB within ten (10) Business Days after availability to the City.

Audited Financial Statements will be prepared in accordance with generally accepted accounting principles in the United States as in effect from time to time, as such principles may be modified by mandatory statutory principles of the State of Arkansas, if any, as in effect from time to time.

If any change is made to the Annual Financial Information as permitted by Section 4 of the Disclosure Agreement, including for this purpose a change made to the Fiscal Year-end of the City, the City will disseminate a notice to the MSRB of such change in Prescribed Form as required by such Section 4.

EXHIBIT II

EVENTS WITH RESPECT TO THE BONDS FOR WHICH LISTED EVENTS DISCLOSURE IS REQUIRED

1. Principal and interest payment delinquencies;

2. Nonpayment-related defaults, if material;

3. Unscheduled draws on debt service reserves reflecting financial difficulties;

4. Unscheduled draws on credit enhancements reflecting financial difficulties;

5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;

7. Modifications to rights of security holders, if material;

8. Bond calls, if material, and tender offers;

9. Defeasances;

10. Release, substitution or sale of property securing repayment of the securities, if material;

11. Rating changes;

12. Bankruptcy, insolvency, receivership or similar event of the City*;

13. The consummation of a merger, consolidation or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;

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* This event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

16. Default, event of acceleration, termination event, modification of terms, or similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

EXHIBIT III

NOTICE TO MUNICIPAL SECURITIES RULEMAKING BOARD OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer:	City of Fayetteville, Arkansas
Name of Bond Issues:	City of Fayetteville, Arkansas Sales and Use Tax Capital Improvement and Refunding Bonds, Series 2026
Name of Obligated Party:	City of Fayetteville, Arkansas
Date of Issuance:	_____, 2026

NOTICE IS HEREBY GIVEN that the City of Fayetteville, Arkansas (the "Issuer") has not provided an Annual Report with respect to the above-named Bonds as required by Section 4 of the Continuing Disclosure Agreement between the Issuer and the undersigned dated _____, 2026. The City anticipates that the Annual Report will be filed by _____, 20__.

Dated: _____, 20__

SIMMONS BANK,
Pine Bluff, Arkansas,
as Dissemination Agent

By:_____
Authorized Officer

cc: City of Fayetteville

ESCROW DEPOSIT AGREEMENT

THIS ESCROW DEPOSIT AGREEMENT (this "Agreement") dated _____, 2026, by and between the City of Fayetteville, Arkansas, a city of the first class organized and existing under the laws of the State of Arkansas (the "Issuer"), and Simmons Bank, Pine Bluff, Arkansas, a duly organized and existing banking corporation authorized to accept and execute trusts of the character herein set forth under and by virtue of the laws of the State of Arkansas, as escrow trustee for the hereinafter defined Prior Bonds (the "Escrow Trustee").

W I T N E S S E T H:

WHEREAS, the Issuer has heretofore issued its $74,340,000 Sales and Use Tax Capital Improvement Bonds, Series 2022, dated June 22, 2022, of which $_____ in aggregate principal amount remains outstanding and is stated to mature serially on November 1 in each of the years 20__ through 20__, inclusive (the "Series 2022 Bonds"); and

WHEREAS, the Issuer has heretofore issued its $15,000,000 Sales and Use Tax Capital Improvement Bonds, Series 2024, dated October 15, 2024, of which $_____ in aggregate principal amount remains outstanding and is stated to mature serially on November 1 in each of the years 20__ through 20__, inclusive (the "Series 2024 Bonds," and together with the Series 2022 Bonds, the "Prior Bonds"); and

WHEREAS, the terms of and security for the Prior Bonds are prescribed by that certain Trust Indenture dated as of August 1, 2019, as subsequently amended and supplemented (the "Prior Bonds Indenture"), by and between the Issuer and Simmons Bank, Pine Bluff, Arkansas, as trustee (the "Prior Bonds Trustee"); and

WHEREAS, the Issuer has authorized the issuance of $_____ aggregate principal amount of its Sales and Use Tax Capital Improvement and Refunding Bonds, Series 2026 (the "Series 2026 Bonds"), a portion of the proceeds of which are to be used, together with other available funds, to refund all of the outstanding Prior Bonds; and

WHEREAS, the Issuer has made arrangements for deposit with the Escrow Trustee of moneys and investment obligations derived from and purchased with (a) a portion of the sale proceeds of the Series 2026 Bonds, and (b) available moneys and investment obligations in the bond fund established under the Prior Bonds Indenture and held by the Prior Bonds Trustee for the benefit of the Series 2022 Bonds, which in the aggregate will provide sufficient immediately available funds to enable the Escrow Trustee to pay the principal of and interest on the Series 2022 Bonds at maturity and upon redemption on November 1, 2026, as set forth on Schedule A-1 hereto; and

WHEREAS, the Issuer has also made arrangements for deposit with the Escrow Trustee of moneys derived from (a) a portion of the sale proceeds of the Series 2026 Bonds, and (b) available moneys and investment obligations in the bond fund established under the Prior Bonds Indenture and held by the Prior Bonds Trustee for the benefit of the Series 2024 Bonds, which in the aggregate will provide sufficient immediately available funds to enable the Escrow Trustee to pay the principal of and interest on the Series 2024 Bonds upon redemption on September __, 2026, as set forth on Schedule A-2 hereto; and

WHEREAS, the Issuer has entered into this Agreement with the Escrow Trustee in order to ensure that the procedures required for discharging the Prior Bonds will be followed;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, and in order to provide for the redemption of the Prior Bonds and to set forth the obligations of the parties hereto, the parties hereto agree as follows:

Section 1. Establishment of Escrow Funds. There is hereby created and established with the Escrow Trustee (a) a special, segregated and irrevocable escrow account designated "City of Fayetteville, Arkansas – Series 2022 Sales and Use Tax Bonds Escrow Fund" (the "2022 Escrow Fund"), to be held in the custody of the Escrow Trustee as a trust fund for the benefit of the registered owners of the Series 2022 Bonds and separate and apart from any other funds of the Issuer and the Escrow Trustee, and (b) a special, segregated and irrevocable escrow account designated "City of Fayetteville, Arkansas – Series 2024 Sales and Use Tax Bonds Escrow Fund" (the "2024 Escrow Fund"), to be held in the custody of the Escrow Trustee as a trust fund for the benefit of the registered owners of the Series 2024 Bonds and separate and apart from any other funds of the Issuer and the Escrow Trustee.

Section 2. Deposits to Escrow Funds. Simultaneously with the execution of this Agreement, the Issuer has sold and delivered the Series 2026 Bonds.

(a) From the proceeds of the sale of the Series 2026 Bonds, the Issuer has delivered to the Escrow Trustee for deposit in the 2022 Escrow Fund immediately available moneys in the amount of $_____. The Escrow Trustee, in its role as trustee for the Series 2022 Bonds, is hereby directed to liquidate all investments in the bond fund established under the Prior Bonds Indenture and held for the benefit of the Series 2022 Bonds (*viz*., the sum of $_____), and to transfer such moneys to the 2022 Escrow Fund. The Escrow Trustee has purchased, from and as an investment of moneys in the 2022 Escrow Fund, at the prices indicated, the direct noncallable obligations of the United States of America identified in Schedule B attached hereto (the "Governmental Obligations"). Accordingly, the Escrow Trustee now holds (or has the right to receive principal and interest on) the Governmental Obligations and $_____ in uninvested cash in the 2022 Escrow Fund.

(b) From the proceeds of the sale of the Series 2026 Bonds, the Issuer has delivered to the Escrow Trustee for deposit in the 2024 Escrow Fund immediately available moneys in the amount of $_____. The Escrow Trustee, in its role as trustee for the Series 2024 Bonds, is hereby directed to liquidate all investments in the bond fund established under the Prior Bonds Indenture and held for the benefit of the Series 2024 Bonds (*viz*., the sum of $_____), and to transfer such moneys to the 2024 Escrow Fund. Accordingly, the Escrow Trustee now holds $_____ in uninvested cash in the 2024 Escrow Fund.

Section 3. Deposits to Escrow Funds Irrevocable. The deposits of the moneys and Governmental Obligations noted in Section 2 in the 2022 Escrow Fund and the 2024 Escrow Fund (collectively, the "Escrow Funds") shall constitute an irrevocable deposit of said moneys and Governmental Obligations exclusively for the benefit of the owners of the Prior Bonds, and such moneys and Governmental Obligations shall be held in escrow and shall be applied solely to the

payment of the principal of and interest on the Prior Bonds through and including their respective redemption dates. Subject to the requirements set forth herein for the use of the Escrow Funds and the moneys therein, the Issuer covenants and agrees that the Escrow Trustee shall have full and complete control and authority over and with respect to the Escrow Funds and the moneys and Governmental Obligations deposited therein.

Section 4. Use of Moneys. (a) The Escrow Trustee shall apply the moneys and Governmental Obligations deposited in the 2022 Escrow Fund, together with any interest or income earned thereon, in accordance with the provisions hereof. The Escrow Trustee shall withdraw from the 2022 Escrow Fund immediately available funds for application to the payment of the principal of and interest on the Series 2022 Bonds in the amounts and at the times necessary in accordance with Schedule A-1 attached hereto. Schedule C attached hereto shows the availability and application of moneys in the 2022 Escrow Fund necessary to meet the requirements set forth in Schedule A-1.

(b) The Escrow Trustee shall apply the moneys deposited in the 2024 Escrow Fund in accordance with the provisions hereof. The Escrow Trustee shall withdraw from the 2024 Escrow Fund immediately available funds for application to the payment of the principal of and interest on the Series 2024 Bonds in the amounts and at the times necessary in accordance with Schedule A-2 attached hereto.

(c) The Escrow Trustee shall not sell, transfer, otherwise dispose of or cause to be redeemed prior to maturity, any Governmental Obligations in the 2022 Escrow Fund, except as authorized by Section 5 hereof. The Escrow Trustee shall make no further investment or reinvestment except as expressly authorized by Section 5. The liability of the Escrow Trustee for the payment of the amounts to be paid hereunder shall be limited to the moneys available for such purposes in the Escrow Funds. Subject to the provisions of Section 5 hereof, any amounts held as cash in the Escrow Funds shall be held in cash without any investment thereof, not as a deposit with any bank or other depository. The Escrow Trustee shall not have any duty with respect to calculating or verifying the mathematical sufficiency of the moneys in the Escrow Funds to be utilized to pay the principal of and interest on the Prior Bonds, as the same shall become due and payable.

Section 5. Investment of 2022 Escrow Fund Moneys. (a) The Escrow Trustee may from time to time sell, cause the redemption of, or otherwise dispose of any Governmental Obligations in the 2022 Escrow Fund upon the substitution of other direct or fully guaranteed and noncallable obligations of the United States of America, provided:

(1) The Escrow Trustee shall have previously obtained the opinion of an independent certified public accountant that the substitution will not adversely affect the availability of moneys in the 2022 Escrow Fund at times and in amounts sufficient to meet the required payments on the Series 2022 Bonds provided in Schedule A-1 attached hereto; and

(2) The Escrow Trustee shall receive an unqualified opinion of recognized attorneys in the field of tax-exempt municipal bonds to the effect that such substitution is permitted pursuant to this Section 5 and, if such substitution had been reasonably expected on the date of issuance of the Series 2026 Bonds, such substitution would not have caused

any of the Series 2026 Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations of the U.S. Treasury thereunder proposed or in effect at the time of such substitution and applicable to obligations issued on the date of issuance of the Series 2026 Bonds, so as to adversely affect the exemption from Federal income taxation of the interest on the Series 2022 Bonds or the Series 2026 Bonds; and

(3) The Issuer shall have given the Escrow Trustee its written consent to the substitution.

All substituted obligations shall become a part of the 2022 Escrow Fund and shall be "Governmental Obligations" for all purposes of this Agreement.

Section 6. Arbitrage Covenant. Notwithstanding any other provision of this Agreement, the Issuer and the Escrow Trustee (to the extent within its control) hereby covenant that no part of the proceeds of the moneys in the Escrow Funds shall be used, at any time, directly or indirectly, in such a manner which, if such use had been reasonably anticipated on the date of issuance of the Series 2026 Bonds, would have caused any of the Series 2026 Bonds to be an "arbitrage bond" under Section 148 of the Code and the regulations of the U.S. Treasury thereunder proposed or in effect at the time of such use and applicable to obligations issued on the date of issuance of the Series 2026 Bonds.

Section 7. Redemption and Defeasance. (a) The Issuer hereby calls the Series 2022 Bonds for redemption prior to maturity on November 1, 2026. The instructions to the Escrow Trustee to redeem the Series 2022 Bonds on November 1, 2026 are hereby declared to be irrevocable. A notice of redemption, in the form attached hereto as Exhibit 1, should be delivered to all registered owners of the Series 2022 Bonds not less than thirty (30) days prior to November 1, 2026. A notice of defeasance, in the form attached hereto as Exhibit 2, should be delivered to all registered owners of the Series 2022 Bonds as soon as possible.

(b) The Issuer hereby calls the Series 2024 Bonds for redemption prior to maturity on September __, 2026. The instructions to the Escrow Trustee to redeem the Series 2024 Bonds on September __, 2026 are hereby declared to be irrevocable. A conditional notice of redemption, in the form attached hereto as Exhibit 3, has previously been delivered to all registered owners of the Series 2024 Bonds.

Section 8. Remaining Moneys in Escrow Funds. Upon the retirement of the Prior Bonds, any amounts remaining in the Escrow Funds shall be deposited in the bond fund for the Series 2026 Bonds, free and clear of the trust created by the Prior Bonds Indenture and this Agreement.

Section 9. Rights of Bondowners. (a) The escrow created hereby for the benefit of the Series 2022 Bonds shall be irrevocable and the owners of the Series 2022 Bonds shall have a beneficial interest and a first, prior and paramount lien and claim on all moneys in the 2022 Escrow Fund until paid out, used and applied in accordance with this Agreement.

(a) The escrow created hereby for the benefit of the Series 2024 Bonds shall be irrevocable and the owners of the Series 2024 Bonds shall have a beneficial interest and a first,

prior and paramount lien and claim on all moneys in the 2024 Escrow Fund until paid out, used and applied in accordance with this Agreement.

Section 10. Fees of Escrow Trustee. (a) The Escrow Trustee acknowledges receipt of $_____ as total compensation for its services under this Agreement and as the Prior Bonds Trustee and paying agent under the Prior Bonds Indenture. The Escrow Trustee hereby acknowledges that it shall have no lien whatsoever upon any moneys in the Escrow Funds for payment of its fees and expenses. The Escrow Trustee agrees to remain in office until all of the Prior Bonds have been retired.

(b) Except to the extent arising from its gross negligence or willful misconduct, the Escrow Trustee and its respective successors, assigns, agents and servants shall not be held to any liability whatsoever, in tort, contract or otherwise, in connection with the execution and delivery of this Agreement, the establishment of the Escrow Funds, the acceptance of the moneys deposited therein, or by reason of any act, omission or error of the Escrow Trustee made in good faith in the conduct of its duties.

(c) The Escrow Trustee makes no representations or warranties as to whether the Escrow Funds are adequate or sufficient to defease or redeem the Prior Bonds, and shall not be responsible or liable for any inadequacy or insufficiency.

(d) The Escrow Trustee shall be entitled to the immunities, powers, privileges and protections set forth in the Prior Bonds Indenture for the benefit of the Prior Bonds Trustee as if set forth herein in their entirety.

Section 11. Enforcement. The Issuer and the owners of the Prior Bonds shall have the right to take all actions available under law or equity to enforce this Agreement or the terms hereof.

Section 12. Successors Bound. All covenants, promises and agreements in this Agreement shall bind and inure to the benefit of the respective successors and assigns of the Issuer, the Escrow Trustee and the owners of the Prior Bonds, whether so expressed or not.

Section 13. Arkansas Law Governing. This Agreement shall be governed by the applicable laws of the State of Arkansas.

Section 14. Termination. This Agreement shall terminate when all of the Prior Bonds have been paid as aforesaid and any remaining moneys have been transferred as provided in Section 8 hereof.

Section 15. Severability. If any one or more of the covenants or agreements provided in this Agreement on the part of the Issuer or the Escrow Trustee to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

Section 16. Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be one and the same instrument.

Section 17. No Recourse Against Issuer Officers, Members, Council Members or Employees. No recourse shall be had for the payment of the principal of, redemption premium or interest on any of the Prior Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Agreement contained against any past, present or future officer, Council member or employee of the Issuer or of any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, Council members or employees, as such, is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement.

Section 18. Notices. Unless otherwise provided, any notice, demand, direction, request or other instrument authorized or required by this Agreement to be given to or filed with the Issuer or the Escrow Trustee shall be in writing and shall be addressed as follows:

To the Issuer:	City of Fayetteville, Arkansas City Administrative Building 113 West Mountain Fayetteville, Arkansas 72701 Attention: Mayor
To the Escrow Trustee:	Simmons Bank 501 Main Street Pine Bluff, Arkansas 71601 Attention: Mr. Mark Conine

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers as of the date first above written.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Mayor

SIMMONS BANK, as Escrow Trustee

By:_____
Title:

[SIGNATURE PAGE TO ESCROW DEPOSIT AGREEMENT]

SCHEDULE A-1

REQUIREMENTS TO PAY AND REDEEM THE SERIES 2022 BONDS

Payment Date	Principal Due	Principal Redeemed	Redemption Premium	Interest Due	Total Due
11-1-2026	$	$	$ --	$	$

SCHEDULE A-2

REQUIREMENTS TO PAY AND REDEEM THE SERIES 2024 BONDS

Payment Date	Principal Due	Principal Redeemed	Redemption Premium	Interest Due	Total Due
09-__-2026	$ -0-	$	$ --	$	$

SCHEDULE B

DESCRIPTION OF GOVERNMENTAL OBLIGATIONS IN 2022 ESCROW FUND

Type	Maturity Date	Principal Amount	Coupon Rate
			%

_____

* United States Treasury Obligations - State and Local Government Series

SCHEDULE C

SCHEDULE OF AVAILABILITY AND APPLICATION OF 2022 ESCROW FUND

Period Ending	Cash Balance at Beginning of Period	Receipts from Governmental Obligations	Debt Service Requirement to Retire Series 2022 and Series 2024 Bonds	Cash Balance at End of Period
	$	$ -	$	$

EXHIBIT 1

NOTICE OF REDEMPTION

City of Fayetteville, Arkansas
Sales and Use Tax Capital Improvement Bonds
Series 2022

NOTICE IS HEREBY GIVEN by Simmons Bank, Pine Bluff, Arkansas, the trustee (the "Trustee") for the Sales and Use Tax Capital Improvement Bonds, Series 2022, of the City of Fayetteville, Arkansas (the "City"), dated June 22, 2022 (the "Bonds"), that all of the outstanding Bonds are hereby called for redemption and prepayment on November 1, 2026.

The outstanding Bonds called for redemption mature, bear interest and have been assigned CUSIP numbers as follows:

Maturity Date (November 1)	**Principal Amount**	**Interest Rate**	**CUSIP**
	$	%	312673 ___
		%	312673 ___
		%	312673 ___

Each of the Bonds so called for redemption and prepayment shall be redeemed and prepaid at a redemption price of 100.0% of the principal amount thereof plus accrued interest to the date of redemption. The Bonds shall cease to bear interest as of November 1, 2026. The Bonds so called for redemption shall be payable at the corporate trust office of the Trustee and shall be presented as follows:

By U.S. Mail	By Overnight or Courier Delivery
Simmons Bank	Simmons Bank
P.O. Box 7009	501 Main Street
Pine Bluff, AR 71611	Pine Bluff, AR 71601
Attn: Mark Conine	Attn: Mark Conine

CUSIP numbers are included solely for the convenience of the holder of the Bonds. Neither the City nor the Trustee shall be responsible for the selection or use of any such CUSIP number nor is any representation made as to its correctness on the Bonds or as indicated in any redemption notice.

Under the provisions of the Economic Growth and Tax Relief Reconciliation Act of 2003 (the "Act"), the Trustee may be obligated to withhold that percentage of the redemption price designated in the Act for this current year from any Bondholder who has failed to furnish the Trustee with a valid taxpayer identification number or a certification that such Bondholder is not subject to backup withholding under the Act. Bondholders who wish to avoid the application of those provisions should submit a completed IRS Form W-9 when presenting their Bonds.

Dated this ____ day of _____, 2026.

SIMMONS BANK, as Trustee

_____

Instructions: Mail by first class mail, postage prepaid to the registered owner of each Bond to be redeemed, addressed to such registered owner at the owner's registered address, and placed in the mails no later than September 30, 2026.

EXHIBIT 2

NOTICE OF DEFEASANCE

City of Fayetteville, Arkansas
Sales and Use Tax Capital Improvement Bonds
Series 2022

[TO BE PROVIDED]

EXHIBIT 3

CONDITIONAL NOTICE OF REDEMPTION

City of Fayetteville, Arkansas
Sales and Use Tax Capital Improvement Bonds
Series 2024

NOTICE IS HEREBY GIVEN by Simmons Bank, Pine Bluff, Arkansas, the trustee (the "Trustee") for the Sales and Use Tax Capital Improvement Bonds, Series 2024, of the City of Fayetteville, Arkansas (the "City"), dated October 15, 2024 (the "Bonds"), that all of the outstanding Bonds are hereby called for redemption and prepayment on September ___, 2026.

Such redemption is conditioned upon the Trustee having received from or on behalf of the City and having on hand on September __, 2026, an amount sufficient to pay the redemption price of the Bonds. If such an amount is not so received and on hand, the redemption described herein will not occur, this notice shall be of no force or effect, and the holders of the Bonds shall be restored to their former positions as though no such notice of redemption had been delivered.

The outstanding Bonds called for redemption mature, bear interest and have been assigned CUSIP numbers as follows:

Maturity Date (November 1)	**Principal Amount**	**Interest Rate**	**CUSIP**
	$	%	312673 ___

Each of the Bonds so called for redemption and prepayment shall be redeemed and prepaid at a redemption price of 100.0% of the principal amount thereof plus accrued interest to the date of redemption. The Bonds shall cease to bear interest as of September ___, 2026. The Bonds so called for redemption shall be payable at the corporate trust office of the Trustee and shall be presented as follows:

By U.S. Mail	By Overnight or Courier Delivery
Simmons Bank P.O. Box 7009 Pine Bluff, AR 71611 Attn: Mark Conine	Simmons Bank 501 Main Street Pine Bluff, AR 71601 Attn: Mark Conine

CUSIP numbers are included solely for the convenience of the holder of the Bonds. Neither the City nor the Trustee shall be responsible for the selection or use of any such CUSIP number nor is any representation made as to its correctness on the Bonds or as indicated in any redemption notice.

Under the provisions of the Economic Growth and Tax Relief Reconciliation Act of 2003 (the "Act"), the Trustee may be obligated to withhold that percentage of the redemption price designated in the Act for this current year from any Bondholder who has failed to furnish the Trustee with a valid taxpayer identification number or a certification that such Bondholder is not subject to backup withholding under the Act. Bondholders who wish to avoid the application of those provisions should submit a completed IRS Form W-9 when presenting their Bonds.

Dated this ____ day of _____, 2026.

SIMMONS BANK, as Trustee

_____

Instructions: Mail by first class mail, postage prepaid to the registered owner of each Bond to be redeemed, addressed to such registered owner at the owner's registered address, and placed in the mails no later than _____, 2026.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED AUGUST ___, 2026

NEW ISSUE ***RATING: S&P "_____" (_____ outlook)**
BOOK-ENTRY ONLY

In the opinion of Kutak Rock LLP, Bond Counsel, under existing laws, regulations, rulings and judicial decisions and assuming the accuracy of certain representations and continuing compliance with certain covenants, interest on the Series 2026 Bonds (including any original issue discount properly allocable to the owner of a Series 2026 Bond) is excludable from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax imposed on individuals. In Bond Counsel's further opinion, under existing laws, regulations, rulings and judicial decisions, the Series 2026 Bonds and the interest thereon are exempt from all state, county and municipal taxes in the State of Arkansas. See the caption "TAX MATTERS" herein.

$171,500,000**
CITY OF FAYETTEVILLE, ARKANSAS
SALES AND USE TAX CAPITAL IMPROVEMENT AND REFUNDING BONDS
SERIES 2026

Dated: Date of Delivery **Due: November 1, as shown on inside front cover**

The Sales and Use Tax Capital Improvement and Refunding Bonds, Series 2026 (the "Series 2026 Bonds"), are being issued by the City of Fayetteville, Arkansas (the "City") for the purpose of (i) redeeming certain outstanding indebtedness of the City, (ii) financing a portion of the costs of various capital improvements in the City, and (iii) paying certain expenses in connection with the issuance of the Series 2026 Bonds. See the captions "ESTIMATED SOURCES AND USES OF FUNDS," "REFUNDING PROGRAM" and "THE PROJECTS" herein.

The Series 2026 Bonds are issuable only as fully registered bonds and, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), New York, New York, to which principal, premium, if any, and interest payments on the Series 2026 Bonds will be made so long as Cede & Co. is the registered owner of the Series 2026 Bonds. Individual purchases of the Series 2026 Bonds will be made only in book-entry form, in denominations of $5,000 or integral multiples thereof. Individual purchasers ("Beneficial Owners") of Series 2026 Bonds will not receive physical delivery of bond certificates. See the caption "BOOK-ENTRY ONLY SYSTEM" herein.

The Series 2026 Bonds shall bear interest from the date of their delivery, payable on May 1 and November 1 of each year, commencing May 1, 2027. All such interest payments shall be payable to the persons in whose name such Series 2026 Bonds are registered on the bond registration books maintained by Simmons Bank, Pine Bluff, Arkansas as trustee (the "Trustee"), as of the fifteenth day of the calendar month preceding the calendar month in which the applicable interest payment date falls. Principal of and premium, if any, on the Series 2026 Bonds shall be payable at the principal corporate trust office of the Trustee. So long as DTC or its nominee is the registered owner of the Series 2026 Bonds, disbursement of such payments to DTC Participants is the responsibility of DTC, and the disbursement of such payments to Beneficial Owners is the responsibility of DTC Participants or Indirect Participants, as more fully described herein.

Pursuant to a Trust Indenture dated as of _____ 1, 2026 (the "Indenture"), between the City and the Trustee, the payment of the principal of, premium, if any, and interest on the Series 2026 Bonds are equally and ratably secured by a pledge of the receipts from a one percent (1.00%) city-wide sales and use tax (the "Sales and Use Tax"). See the caption "SECURITY FOR THE BONDS" herein. The Series 2026 Bonds are subject to optional and mandatory redemption prior to maturity as more fully described herein under the caption "THE SERIES 2026 BONDS - Redemption."

The Series 2026 Bonds are special obligations of the City secured by and payable solely from receipts of the Sales and Use Tax. The Series 2026 Bonds do not constitute an indebtedness of the City within the meaning of any constitutional or statutory debt limitation or restriction. The issuance of the Series 2026 Bonds shall not directly, indirectly or contingently obligate the City to levy or pledge any taxes whatsoever or to make any appropriation for the payment of the Series 2026 Bonds, except as described herein with respect to the Sales and Use Tax.

The Series 2026 Bonds are offered when, as and if issued by the City and are subject to the final approving opinion of Kutak Rock LLP, Little Rock, Arkansas, Bond Counsel. Certain matters will be passed upon for the City by its counsel, Kit Williams, Esq., City Attorney. It is expected that the Series 2026 Bonds will be available for delivery in New York, New York, on or about September __, 2026.

Stephens Inc.

The date of this Official Statement is _____, 2026.

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* See the caption "RATING" herein.
** Preliminary; subject to change.

MATURITY SCHEDULE*

Maturity (November 1)	Principal Amount	Interest Rate	Yield	CUSIP**
2027	$4,565,000	%	%	
2028	5,790,000			
2029	6,075,000			
2030	6,380,000			
2031	6,705,000			
2032	7,040,000			
2033	7,395,000			
2034	7,765,000			
2035	8,070,000			
2036	8,395,000			

$47,045,000 ___% Terms Bonds due November 1, 2041 – Yield ____% CUSIP: _____**

$56,275,000 ___% Terms Bonds due November 1, 2046 – Yield ____% CUSIP: _____**

* Preliminary; subject to change.

** CUSIP® is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed on behalf of the American Bankers Association by FactSet Research Systems Inc. This data is not intended to create a database and does not serve in any way as a substitute for CUSIP Global Services. CUSIP numbers have been assigned by an independent company not affiliated with the City and are included solely for the convenience of the registered owners of the Series 2026 Bonds. The City and the Underwriter are not responsible for the selection or uses of these CUSIP numbers, and no representation is made as to their correctness by the City on the Series 2026 Bonds and by the Underwriter on the Series 2026 Bonds or as included herein. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Series 2026 Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Series 2026 Bonds
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CITY OF FAYETTEVILLE, ARKANSAS
Issuer

City Council

Molly Rawn, Mayor
Scott Berna
Sarah Bunch
D'Andre Jones
Monique Jones
Sarah Moore
Robert Stafford
Teresa Turk
Mike Wiederkehr

Steven Dotson, Chief Financial Officer
Kara Paxton, City Clerk
Kit Williams, City Attorney

SIMMONS BANK
Pine Bluff, Arkansas
Trustee and Paying Agent

KUTAK ROCK LLP
Little Rock, Arkansas
Bond Counsel

STEPHENS INC.
Fayetteville, Arkansas
Underwriter

No dealer, broker, salesman or other person has been authorized by the City or by Stephens Inc. (the "Underwriter") to give any information or to make any representations, other than those contained herein; and, if given or made, such other information or representations must not be relied upon as having been authorized by either of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of any Series 2026 Bonds in any jurisdiction in which such offer is not authorized, or in which the person making such offer, solicitation or sale is not qualified to do so, or to any person to whom it is unlawful to make such offer, solicitation or sale. The information and expressions of opinion contained herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City since the date hereof.

THE SERIES 2026 BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAS THE TRUST INDENTURE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON CERTAIN EXEMPTIONS FROM SUCH REGISTRATION AND QUALIFICATION CONTAINED IN SUCH LAWS.

CERTAIN INFORMATION CONTAINED HEREIN HAS BEEN OBTAINED FROM THE CITY, THE DEPOSITORY TRUST COMPANY AND OTHER SOURCES WHICH ARE BELIEVED TO BE RELIABLE. THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS OFFICIAL STATEMENT IN ACCORDANCE WITH, AND AS PART OF, ITS RESPONSIBILITIES TO INVESTORS UNDER THE FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION, BUT THE UNDERWRITER DOES NOT GUARANTY THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2026 BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

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OFFICIAL STATEMENT

$171,500,000*
CITY OF FAYETTEVILLE, ARKANSAS
SALES AND USE TAX CAPITAL IMPROVEMENT AND REFUNDING BONDS
SERIES 2026

INTRODUCTORY STATEMENT

The following introductory statement is subject in all respects to the more complete information set forth in this Official Statement. All descriptions and summaries of documents hereinafter set forth are qualified in their entirety by reference to each such document. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in "Appendix B -- DEFINITIONS OF CERTAIN TERMS".

This Official Statement, including the cover page and the Appendices hereto, is furnished in connection with the offering by the City of Fayetteville, Arkansas (the "City") of its Sales and Use Tax Capital Improvement and Refunding Bonds, Series 2026, in the principal amount of $171,500,000* (the "Series 2026 Bonds").

The City is a city of the first class organized and existing under the laws of the State of Arkansas (the "State"). The City is authorized under Amendment 62 to the Constitution of the State ("Amendment 62") and Arkansas Code Annotated §§14-164-301 *et seq.* (as from time to time amended, the "Act"), to issue and sell bonds for the purpose of financing and refinancing the cost of capital improvements of a public nature.

The Series 2026 Bonds are to be issued by the City pursuant to Amendment 62, the Act and Ordinance No. ____, adopted and approved on _____, 2026 (the "Authorizing Ordinance"). The Series 2026 Bonds are being issued for the purpose of (i) defeasing and redeeming certain outstanding indebtedness of the City secured by sales and use taxes, (ii) financing all or a portion of the costs of certain water and wastewater system rehabilitation and improvements, parks system and related improvements, an animal services facility and related improvements, trail system and related improvements, streets and transportation-related improvements, a recycling drop-off facility and a household hazardous waste facility and related improvements, an aquatics/recreation center and related improvements, and a fire training facility and fire station construction and related improvements and the acquisition of firefighting vehicles, equipment and apparatus, and (iii) paying certain expenses in connection with the issuance of the Series 2026 Bonds. See the captions "ESTIMATED SOURCES AND USES OF FUNDS," "REFUNDING PROGRAM" and "THE PROJECTS" herein.

The Series 2026 Bonds are not general obligations of the City, but are special obligations payable solely from and secured by a pledge of the receipts of a special city-wide sales and use tax levied pursuant to the Act at the rate of one percent (1.00%) (the "Sales and Use Tax"). The Series 2026 Bonds and any Additional Bonds subsequently issued by the City pursuant to the Indenture (defined below) will be secured on a parity basis. See the captions "THE SERIES 2026 BONDS – *Additional Bonds*," "SECURITY FOR THE BONDS," "HISTORICAL SALES AND USE TAX COLLECTIONS," and "RATING" herein.

The faith and credit of the City are not pledged to the payment of the Series 2026 Bonds, and the Series 2026 Bonds do not constitute an indebtedness of the City within the meaning of any constitutional or statutory debt limitation or restriction. The issuance of the Series 2026 Bonds shall not directly, indirectly or contingently obligate the City to levy or pledge any taxes whatsoever or to make any appropriation for the payment of the Series 2026 Bonds, except as described herein with respect to the Sales and Use Tax.

The Series 2026 Bonds are subject to redemption from excess moneys in the Project Fund following completion of the portions of the Projects to be financed with proceeds of the Series 2026 Bonds. The Series 2026 Bonds are subject to redemption from Surplus Tax Receipts. "THE SERIES 2026 BONDS – *Redemption*" and "PROJECTED MANDATORY REDEMPTIONS" herein.

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* Preliminary; subject to change.

Pursuant to the provisions of a Continuing Disclosure Agreement dated as of the date of delivery of the Series 2026 Bonds, by and between the City and Simmons Bank, Pine Bluff, Arkansas, as dissemination agent (the "Continuing Disclosure Agreement"), the City has undertaken certain obligations with respect to providing ongoing disclosure of certain financial and operating data concerning the City and the Sales and Use Tax and of the occurrence of certain listed events. See the caption "SUMMARY OF THE CONTINUING DISCLOSURE AGREEMENT" herein.

This Official Statement contains brief descriptions or summaries of, among other matters, the City, the Series 2026 Bonds, the Sales and Use Tax, the Continuing Disclosure Agreement, and the Trust Indenture dated as of _____ 1, 2026, by and between the City and Simmons Bank, Pine Bluff, Arkansas, as trustee (the "Trustee"), pursuant to which the Series 2026 Bonds are issued and secured. Such descriptions and information do not purport to be comprehensive or definitive. All references herein to the Indenture and the Continuing Disclosure Agreement are qualified in their entirety by reference to each such document, and all references to the Series 2026 Bonds are qualified in their entirety by reference to the definitive form thereof and the information with respect thereto included in the Indenture. Copies of the Continuing Disclosure Agreement, the Indenture, and the form of the Series 2026 Bonds included therein, are available from the City by writing to the attention of the Chief Financial Officer, City of Fayetteville, City Administration Building, 113 West Mountain, Fayetteville, Arkansas 72701 and, during the initial offering period only, from the Underwriter, Stephens Inc., 3425 North Futrall, Suite 201, Fayetteville, Arkansas 72703. Certain financial and operating data has been provided by the City from the audited records of the City and certain demographic information has been obtained from other sources which are believed to be reliable.

THE SERIES 2026 BONDS

Description. The Series 2026 Bonds will be initially dated as of the date of their delivery, and will bear interest payable semiannually on May 1 and November 1 of each year, commencing May 1, 2027, at the rates set forth on the inside cover page hereof. The Series 2026 Bonds will mature on November 1 in the years and in the principal amounts set forth on the inside cover page hereof.

The Series 2026 Bonds are issuable only in the form of fully registered bonds and, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), New York, New York, to which principal, premium, if any, and interest payments on the Series 2026 Bonds will be made so long as Cede & Co. is the registered owner of the Series 2026 Bonds. Individual purchases of the Series 2026 Bonds will be made only in book-entry form, in denominations of $5,000 or integral multiples thereof. Individual purchasers ("Beneficial Owners") of Series 2026 Bonds will not receive physical delivery of bond certificates. See the caption "BOOK-ENTRY ONLY SYSTEM" herein.

All interest payments on the Series 2026 Bonds shall be payable to the persons in whose name such Series 2026 Bonds are registered on the bond registration books maintained by the Trustee, as of the fifteenth day of the calendar month preceding the calendar month in which the applicable interest payment date falls. Principal of and premium, if any, on the Series 2026 Bonds shall be payable at the principal corporate trust office of the Trustee. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 2026 Bond to the extent of the sum or sums so paid. So long as DTC or its nominee is the registered owner of the Series 2026 Bonds, disbursement of such payments to DTC Participants is the responsibility of DTC, and the disbursement of such payments to Beneficial Owners is the responsibility of DTC Participants or Indirect Participants, as more fully described herein.

Redemption. The Series 2026 Bonds are subject to redemption prior to maturity as follows:

(i) The Series 2026 Bonds shall be redeemed prior to maturity, in whole or in part, on any interest payment date, in inverse order of maturity and by lot in such manner as the Trustee shall determine within a maturity, at a redemption price equal to 100% of the principal amount being redeemed, plus accrued interest to the date of redemption, from Project Fund moneys in excess of the amount needed to complete the Water/Wastewater System Project, the Parks System Project, the Animal Services Facility Project, the Trails System Project, the Transportation System Project, the Sustainability Project, the Aquatics/Recreation Center Project or the Fire Department Project.

(ii) The Series 2026 Bonds shall be redeemed prior to maturity, in whole or in part, on any interest payment date, in inverse order of maturity and by lot in such manner as the Trustee shall determine within a maturity, at a redemption price equal to 100% of the principal amount being redeemed, plus

accrued interest to the date of redemption, from Surplus Tax Receipts. "Surplus Tax Receipts" are Tax Receipts in excess of the amount necessary (a) to ensure the prompt payment of scheduled debt service on the Series 2026 Bonds and Additional Bonds, (b) pay any arbitrage rebate due under Section 148(f) of the Internal Revenue Code of 1986, as amended, with respect to the Series 2026 Bonds or any Additional Bonds, and (c) pay Trustee and Paying Agent fees and expenses. While any of the Series 2026 Bonds are Outstanding, all Surplus Tax Receipts shall be allocated to the redemption of the Series 2026 Bonds. See the caption "PROJECTED MANDATORY REDEMPTIONS" herein.

(iii) The Series 2026 Bonds are subject to redemption with funds from any source, at the option of the City, communicated in a written notice to the Trustee not less than sixty (60) days prior to the date fixed for redemption, in whole or in part on any date on or after November 1, 2031, in such maturities as shall be selected by the City and by lot in such manner as the Trustee shall determine within a maturity, at a redemption price equal to 100% of the principal amount being redeemed plus accrued interest to the date of redemption.

(iv) The Series 2026 Bonds maturing on November 1, 2041 are subject to mandatory sinking fund redemption prior to maturity in part, on November 1 in the years and principal amounts set forth below at a redemption price equal to 100% of the principal amount being redeemed plus accrued interest to the date of redemption.

Year	**Principal Amount***
2037	$ 8,730,000
2038	$ 9,055,000
2039	$ 9,390,000
2040	$ 9,750,000
2041 (maturity)	$10,120,000

(v) The Series 2026 Bonds maturing on November 1, 2046 are subject to mandatory sinking fund redemption prior to maturity in part, on November 1 in the years and principal amounts set forth below at a redemption price equal to 100% of the principal amount being redeemed plus accrued interest to the date of redemption.

Year	**Principal Amount***
2042	$10,495,000
2043	$10,860,000
2044	$11,245,000
2045	$11,630,000
2046 (maturity)	$12,045,000

* Preliminary; subject to change.

At its option, to be exercised on or before the 45th day next preceding any mandatory sinking fund redemption date for any Series 2026 Bonds maturing November 1, 2041 or 2046 (the "Term Bonds"), the City may deliver to the Trustee for cancellation Term Bonds of the appropriate maturity, or portions thereof ($5,000 or any integral multiple thereof), in any aggregate principal amount desired. Each such Term Bond, or portion thereof, so delivered or previously redeemed (otherwise than through mandatory sinking fund redemption) and cancelled by the Trustee shall be credited by the Trustee at 100% of the principal amount thereof on the obligation of the City with respect to each such Term Bond on such mandatory sinking fund redemption date, and any excess over such amount shall be credited on future mandatory sinking fund redemption obligations with respect to such Term Bond in chronological order, and the principal amount of the corresponding Term Bonds so to be redeemed shall be accordingly reduced.

In the case of any defeasance of the Series 2026 Bonds, the dates of redemption, the principal amounts and the maturities of the Series 2026 Bonds to be redeemed will be determined by taking into consideration the mandatory redemption requirements set forth above and the receipts of the Sales and Use Tax for the most recent twelve months.

Partial Redemption of a Series 2026 Bond. If less than all of the Series 2026 Bonds of a maturity with a series are called for redemption, the particular Series 2026 Bonds or portions of Series 2026 Bonds to be redeemed

shall be selected by lot in such manner as the Trustee in its discretion may deem fair and appropriate. So long as DTC or its nominee is the sole registered owner of the Series 2026 Bonds, the procedures established by DTC shall control with respect to the selection of the particular Series 2026 Bonds to be redeemed.

Notice of Redemption. Notice of the call for any redemption, identifying the Series 2026 Bonds or portions thereof being called and the date on which they shall be presented for payment, shall be mailed by the Trustee by first class mail (or, so long as DTC or its nominee is the sole registered owner of the Series 2026 Bonds, by any other means acceptable to DTC, including facsimile) to the registered owner of each such Series 2026 Bond addressed to such registered owner at his registered address and placed in the mails not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceeding for the redemption of any Series 2026 Bond with respect to which no such failure or defect has occurred.

Any notice mailed as provided above shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice.

Additional Bonds. The City may issue from time to time one or more series of Additional Bonds for the purpose of refunding the Series 2026 Bonds or any series of Additional Bonds, in whole or in part. Additional Bonds shall be secured equally and ratably with the Series 2026 Bonds and any other series of Additional Bonds theretofore issued and then Outstanding, except insofar any terms or conditions of redemption or purchase established under the Indenture may afford additional benefit or security for the Bonds of any particular series and except for the security afforded by any municipal bond insurance obtained with respect to a particular series of Bonds.

Before any Additional Bonds are authenticated, there shall be delivered to the Trustee a certificate of the City's Chief Financial Officer certifying that, based upon the most recent twelve (12) months of Sales and Use Tax collections, receipts of the Sales and Use Tax were not less than 150% of the maximum Annual Debt Service on all then Outstanding Bonds and Subordinate Obligations, plus the Additional Bonds then proposed to be issued. Notwithstanding anything described above to the contrary, no Additional Bonds shall be issued unless there is no default at the time of issuance under the Indenture.

Subordinate Obligations. Nothing in the Indenture shall prevent the City from authorizing and issuing bonds, notes, bond anticipation notes, warrants, certificates or other obligations or evidences of indebtedness, the payment of the principal of and premium, if any, and interest on which shall be made from receipts of the Sales and Use Tax, provided payments from such Sales and Use Tax receipts, and the lien and charge on such Sales and Use Tax receipts, shall be made junior and subordinate to the lien, pledge and charge created in the Indenture for the security and payment of the Bonds and other payments under the Indenture.

Before any Subordinate Obligations are issued, there shall be delivered to the Trustee a Certificate of the Chief Financial Officer of the City certifying that, based upon the most recent twelve (12) months of Sales and Use Tax collections, (i) receipts of the Sales and Use Tax were not less than 100% of the maximum Annual Debt Service on all then Outstanding Bonds and Subordinate Obligations, plus the Subordinate Obligations then proposed to be issued. No Subordinate Obligations shall be issued unless there is no default at the time of issuance under the Indenture.

Transfer or Exchange. The Series 2026 Bonds may be transferred on the books of registration kept by the Trustee by the registered owner in person or by the owner's duly authorized attorney, upon surrender thereof, together with a written instrument of transfer duly executed by the registered owner or the owner's duly authorized attorney. Upon surrender for transfer of any Series 2026 Bond at the principal corporate office of the Trustee, the City shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new Series 2026 Bond or Bonds of the same series and in the same aggregate principal amount and of any authorized denomination or denominations.

Transfers of registration or exchanges of Series 2026 Bonds shall be without charge to the Holders of such Series 2026 Bonds, but any taxes or other governmental charges required to be paid with respect to the same shall be paid by the Holder of the Series 2026 Bond requesting such transfer or exchange as a condition precedent to the exercise of such privilege.

The Trustee shall not be required to transfer or exchange any Series 2026 Bond during the period from and including a Record Date to the next succeeding interest payment date of such Series 2026 Bond nor to transfer or

exchange any Series 2026 Bond after the mailing of notice calling such Series 2026 Bond for redemption has been made, and prior to such redemption.

So long as DTC or its nominee is the sole registered owner of the Series 2026 Bonds, transfers of beneficial interests in the Series 2026 Bonds shall be in accordance with the rules and procedures of DTC and its direct and indirect participants. See the caption "BOOK-ENTRY ONLY SYSTEM" herein.

SECURITY FOR THE BONDS

General. The Series 2026 Bonds are special obligations of the City secured by and payable from the receipts of a special city-wide sales and use tax levied pursuant to the Act at the rate of one percent (1.00%) (the "Sales and Use Tax"). The Sales and Use Tax was levied under Ordinance No. 6920, duly adopted by the City Council of the City on October 21, 2025 (the "Election Ordinance"). Pursuant to the Election Ordinance, a special election was held on March 3, 2026, at which time the qualified electors of the City approved the issuance of refunding bonds in principal amount not to exceed $40,000,000 and capital improvement bonds in aggregate principal amount not to exceed $335,500,000 and the corresponding levy of the Sales and Use Tax. The receipts of the Sales and Use Tax were pledged to secure the payment of Debt Service on the Series 2026 Bonds pursuant to Ordinance No. ____, duly adopted by the City Council of the City on _____, 2026 (the "Authorizing Ordinance").

Pursuant to the terms of the Election Ordinance, the collection of the Sales and Use Tax will commence on [October 1, 2026/January 1, 2027], simultaneously with the termination of an existing one percent (1.00%) special city-wide sales and use tax (the "Existing Tax"). The Existing Tax was pledged to the payment of the Prior Bonds which are being defeased and redeemed with a portion of the proceeds of the Series 2026 Bonds. See the captions "THE SALES AND USE TAX" and "HISTORICAL SALES AND USE TAX COLLECTIONS" herein.

The Series 2026 Bonds do not constitute an indebtedness of the City within the meaning of any constitutional or statutory debt limitation or restriction. The issuance of the Series 2026 Bonds shall not directly, indirectly or contingently obligate the City to levy or pledge any taxes whatsoever or to make any appropriation for the payment of the Series 2026 Bonds, except as described herein with respect to the Sales and Use Tax.

BOOK-ENTRY ONLY SYSTEM

The Series 2026 Bonds will be issued only as one fully registered Series 2026 Bond for each maturity in each series, in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"), as registered owner of all the Series 2026 Bonds. The fully registered Series 2026 Bonds will be retained and immobilized in the custody of DTC.

DTC (or any successor securities depository) or its nominee will be considered by the City and the Trustee to be the owner or holder of the Series 2026 Bonds for all purposes under the Indenture.

Owners of any book entry interests in the Series 2026 Bonds (the "book entry interest owners") described below, will not receive or have the right to receive physical delivery of the Series 2026 Bonds, and will not be considered by the City and the Trustee to be, and will not have any rights as, owners or holders of the Series 2026 Bonds under the bond proceedings and the Indenture except to the extent, if any, expressly provided thereunder.

CERTAIN INFORMATION REGARDING DTC AND DIRECT PARTICIPANTS IS SET FORTH BELOW. THIS INFORMATION HAS BEEN PROVIDED BY DTC. THE CITY, THE UNDERWRITER AND BOND COUNSEL ASSUME NO RESPONSIBILITY FOR THE ACCURACY OF SUCH STATEMENTS.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges among Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks,

trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, the National Securities Clearing Corporation and the Fixed Income Clearing Corporation, all of which are registered agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). The DTC Rules applicable to its Direct and Indirect Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org.

Purchases of Series 2026 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2026 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2026 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase, but Beneficial Owners are expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2026 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Series 2026 Bonds, except in the event that use of the Book-Entry System for the Series 2026 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2026 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2026 Bonds with DTC and their registration in the name of Cede & Co. or such other nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2026 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2026 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Redemption notices shall be sent to DTC. If less than all of the Series 2026 Bonds within a maturity of a series are to be redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to the Series 2026 Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the Record Date. The Omnibus Proxy will assign Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2026 Bonds are credited on the Record Date (identified in a listing attached to the Omnibus Proxy).

Payment of debt service and redemption proceeds with respect to the Series 2026 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or the Trustee on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds and debt service to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

BENEFICIAL OWNERS SHOULD CONSULT WITH THE DIRECT PARTICIPANTS OR INDIRECT PARTICIPANTS FROM WHOM THEY PURCHASE A BOOK ENTRY INTEREST TO OBTAIN INFORMATION CONCERNING THE SYSTEM MAINTAINED BY SUCH DIRECT PARTICIPANTS OR

INDIRECT PARTICIPANTS TO RECORD SUCH INTERESTS, TO MAKE PAYMENTS, TO FORWARD NOTICES OF REDEMPTION AND OF OTHER INFORMATION.

THE CITY AND THE TRUSTEE HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY ASPECTS OF THE RECORDS OR NOTICES RELATING TO, OR PAYMENTS MADE ON ACCOUNT OF, BOOK ENTRY INTEREST OWNERSHIP, OR FOR MAINTAINING, SUPERVISING OR REVIEWING ANY RECORDS RELATING TO THAT OWNERSHIP.

The Trustee and the City, so long as a book entry method of recording and transferring interest in the Series 2026 Bonds is used, will send any notice of redemption or of any Indenture amendment or supplement or other notices to Bondholders under the Indenture only to DTC (or any successor securities depository) or its nominee. Any failure of DTC to advise any Direct Participants, or of any Direct Participants or Indirect Participants to notify any Beneficial Owner, of any such notice and its content or effect will not affect the validity of the redemption of the Series 2026 Bonds called for redemption, the Indenture amendment or supplement, or any other action premised on notice given under the Indenture.

The City and the Trustee cannot and do not give any assurances that DTC, Direct Participants, Indirect Participants or others will distribute payments of debt service on the Series 2026 Bonds made to DTC or its nominee as the registered owner of the Series 2026 Bonds, or any redemption or other notices, to the Beneficial Owners, or that they will do so on a timely basis, or that DTC will serve and act in a manner described in this Official Statement.

DTC may discontinue providing its services as securities depository with respect to the Series 2026 Bonds at any time by giving reasonable notice to the City or the Trustee. Under such circumstances, in the event that a successor securities depository is not obtained, bond certificates are required to be printed and delivered.

In addition, the City may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, bond certificates will be printed and delivered.

REFUNDING PROGRAM

A portion of the proceeds of the Series 2026 Bonds will be used, along with other available moneys, to accomplish a current refunding of (i) the remaining $28,470,000 outstanding principal amount of the City's Sales and Use Tax Capital Improvement Bonds, Series 2022 (the "Series 2022 Bonds"), and (ii) the remaining $15,000,000 outstanding principal amount of the City's Sales and Use Tax Capital Improvement Bonds, Series 2024 (the "Series 2024 Bonds," and collectively with the Series 2022 Bonds, the "Prior Bonds"). The Prior Bonds were secured by receipts of the Existing Tax and were issued to finance various capital improvements within the City, including (i) right-of-way acquisition and the design, construction, reconstruction, repair, resurfacing, straightening and width modification of certain streets and related improvements, (ii) the acquisition, design, construction and equipping of certain City regional park and other parks system improvements, (iii) trail system improvements, (iv) the design, construction, reconstruction, repair, retrofitting, extension, enlargement and equipping of certain drainage facilities, (v) the renovation and refurbishing of certain City buildings and grounds, (vi) the acquisition, design, construction and equipping of certain Cultural Arts Corridor improvements, and (vii) fire station design and construction.

Upon the delivery of the Series 2026 Bonds, a portion of the proceeds thereof will be deposited with Simmons Bank, Pine Bluff, Arkansas, as escrow trustee (the "Escrow Trustee"), under an irrevocable Escrow Deposit Agreement (the "Escrow Agreement"), between the City and the Escrow Trustee. A portion of the proceeds derived from the Series 2026 Bonds and moneys transferred from the bond fund relating to the Series 2022 Bonds will be invested in United States Treasury obligations or held as uninvested cash by the Escrow Trustee under the Escrow Agreement in trust for the holders of the Series 2022 Bonds, and will be sufficient to pay the principal, premium, and interest due on the Series 2022 Bonds when redeemed on November 1, 2026. A portion of the proceeds derived from the Series 2026 Bonds and moneys transferred from the bond fund relating to the Series 2024 Bonds will be held as uninvested cash by the Escrow Trustee under the Escrow Agreement in trust for the holders of the Series 2024 Bonds, and will be sufficient to pay the principal, premium, and interest due on the Series 2024 Bonds when redeemed on September__, 2026. Amounts and United States Treasury obligations held by the Escrow Trustee will be irrevocably pledged for the benefit of the holders of the Prior Bonds. After such deposit, the Prior Bonds will no longer be deemed to be outstanding and will be secured solely by the United States Treasury Obligations and cash held by the Escrow Trustee. See the caption "ESTIMATED SOURCES AND USES OF FUNDS" herein.

THE PROJECTS

Water/Wastewater System Project. Approximately $_____* of the proceeds of the Series 2026 Bonds will be deposited into the Water/Wastewater System Project Account of the Project Fund to finance all or a portion of the costs of various repairs to and the rehabilitation of the City's water system and all or a portion of the costs of upgrades to and the rehabilitation of the City's Noland Wastewater Treatment Plant (the "Water/Wastewater System Project").

Parks System Project. Approximately $_____* of the proceeds of the Series 2026 Bonds will be deposited into the Parks System Project Account of the Project Fund to finance all or a portion of the costs of the design, construction and equipping of various City parks system improvements, which may include land acquisition, the addition and/or renovation of athletic fields, concession facilities, restrooms and playgrounds, which may include other ancillary improvements such as street and utility extensions and improvements, fencing, lighting, shade structures, landscaping and parking (the "Parks System Project").

Animal Services Facility Project. Approximately $_____* of the proceeds of the Series 2026 Bonds will be deposited into the Animal Services Facility Project Account of the Project Fund to finance all or a portion of the costs of the design, construction and equipping of an animal services facility, which may include land acquisition and other ancillary improvements such as community meeting rooms, recycling facilities, street and utility extensions and improvements, landscaping and parking (the "Animal Services Facility Project").

Trails System Project. Approximately $_____* of the proceeds of the Series 2026 Bonds will be deposited into the Trails System Project Account of the Project Fund to finance all or a portion of the costs of design, construction, reconstruction, extension, resurfacing and equipping of certain City trail system improvements, which may include related pedestrian signal, lighting, landscaping, drainage and safety improvements, right-of-way acquisition and utility extension and relocation (the "Trails System Project").

Transportation System Project. Approximately $_____* of the proceeds of the Series 2026 Bonds will be deposited into the Transportation System Project Account of the Project Fund to finance all or a portion of the costs of right-of-way acquisition, planning, design, construction, reconstruction, repair, resurfacing, straightening and width modification of certain City streets, which may include related program management services, utility extension and relocation, bridges, bicycle lanes, traffic signal and control, lighting, curbing, guttering, landscaping, drainage and safety improvements and curbside pedestrian infrastructure such as sidewalks, bus pickup structures and concrete waiting pads (the "Transportation System Project").

Sustainability Project. Approximately $_____* of the proceeds of the Series 2026 Bonds will be deposited into the Sustainability Project Account of the Project Fund to finance all or a portion of the costs of land acquisition, design, construction and equipping of a Recycling Drop-Off Facility and a Household Hazardous Waste Facility, which may include other ancillary improvements such as street and utility extensions and improvements, landscaping and parking (the "Sustainability Project").

Aquatics/Recreation Center Project. Approximately $_____* of the proceeds of the Series 2026 Bonds will be deposited into the Aquatics/Recreation Center Project Account of the Project Fund to finance all or a portion of the costs of land acquisition, design, construction and equipping of an Aquatics/Recreation Center, which may include aquatic features such as indoor and/or outdoor pools and other auxiliary water features, recreational and sports facilities, multi-purpose rooms and offices, and which may also include other ancillary improvements such as street and utility extensions and improvements, landscaping and parking (the "Aquatics/Recreation Center Project").

Fire Department Project. Approximately $_____* of the proceeds of the Series 2026 Bonds will be deposited into the Fire Department Project Account of the Project Fund to finance all or a portion of the costs of the design, construction and equipping of a Fire Training Facility to be located on City-owned land at 2515 E. Borick Drive, land acquisition, design, construction and equipping of a Northwest Fire Station to be located in the northwestern quadrant of the City, and acquisition of firefighting vehicles, equipment and apparatus, and which may include other ancillary improvements such as street and utility extensions and improvements, landscaping and parking (the "Fire Department Project").

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* Preliminary; subject to change.

HISTORICAL SALES AND USE TAX COLLECTIONS

Pursuant to the terms of the Election Ordinance and State law, the collection of the 1.00% Sales and Use Tax will commence on [October 1, 2026/January 1, 2027]. At such time, an existing one percent (1.00%) special city-wide sales and use tax (the "Existing Tax") which was pledged to the payment of the Prior Bonds will simultaneously terminate. Prior to the levy of the Existing Tax, a three-quarters of one percent (0.75%) special city-wide sales and use tax and a one-quarter of one percent (0.25%) special city-wide sales and use tax (collectively, the "Prior Tax") were pledged to the payment of prior sales and use tax bonds. The Prior Tax was simultaneously terminated with the levy of the Existing Tax. Set forth below is a table showing historical receipts of the Prior Tax and the Existing Tax. Collections of the Existing Tax received by the City in the most recent twelve-month period (_____ 1, 2025 through _____, 2026) were $_____, a ____% [increase][decrease] over the amount of collections from the Existing Tax received by the City during the previous twelve-month period (_____ 1, 2024 to _____, 2025).

Year[1]	Historical Collections of 0.25% Prior Tax	Historical Collections of 0.75% Prior Tax	Historical Collections of Existing Tax	Combined Collections of Sales and Use Taxes	Growth Percentage
2009	$ 3,927,564	$11,782,692	n/a	$15,710,256	n/a
2010	3,917,717	11,753,150	n/a	15,670,867	-0.25%
2011	4,129,686	12,389,060	n/a	16,518,746	5.41%
2012	4,389,519	13,168,559	n/a	17,558,078	6.29%
2013	4,513,873	13,541,618	n/a	18,055,491	2.83%
2014	4,604,085	13,812,257	n/a	18,416,342	2.00%
2015	4,950,155	14,850,464	n/a	19,800,619	7.52%
2016	5,161,048	15,483,143	n/a	20,644,191	4.26%
2017	5,324,281	15,972,843	n/a	21,297,124	3.16%
2018	5,576,368	16,729,104	n/a	22,305,472	4.73%
2019[3]	n/a	n/a	n/a	23,414,516[2]	4.97%
2020[3]	n/a	n/a	23,759,681	23,759,681	1.47%
2021[3]	n/a	n/a	27,530,298	27,530,298	15.87%
2022[3]	n/a	n/a	30,142,529	30,142,529	9.49%
2023[3]	n/a	n/a	31,790,727	31,790,727	5.47%
2024[3]	n/a	n/a	32,365,993	32,365,993	1.81%
2025[3]	n/a	n/a	33,757,720	33,757,720	4.30%

(1) Sales and use tax receipts are remitted by the Treasurer of the State of Arkansas to the City in the second month following the month of their collection.

(2) Combined collections of the Prior Tax for the nine months ended September 30, 2019 and the Existing Tax for the three months ended December 31, 2019.

(3) Act 822 of 2019 went into effect on July 1, 2019, and provides for the collection of sales and use taxes by remote sellers to Arkansas buyers.

Source: City of Fayetteville

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ESTIMATED SOURCES AND USES OF FUNDS

The proceeds of the Series 2026 Bonds are expected to be used as follows:

Sources of Funds[1]	
Par Amount of Series 2026 Bonds	$171,500,000
Net Original Issue Premium (Discount)	
Total Sources:	$
Uses of Funds[1]	
Deposit to Escrow Fund for the Prior Bonds	$
Deposit to Water/Wastewater System Project Account of Project Fund	
Deposit to Parks System Project Account of Project Fund	
Deposit to Animal Services Facility Project Account of Project Fund	
Deposit to Trail System Project Account of Project Fund	
Deposit to Transportation System Project Account of Project Fund	
Deposit to Sustainability Project Account of Project Fund	
Deposit to Aquatics/Recreation Center Project Account of Project Fund	
Deposit to Fire Department Project Account of Project Fund	
Costs of Issuance, including Underwriter's Discount	
Contingency	
Total Uses:	$

(1) Preliminary; subject to change.

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ESTIMATED DEBT SERVICE REQUIREMENTS

As of the date of closing, the Series 2026 Bonds will constitute the only debt obligations secured by receipts of the Sales and Use Tax. The following table sets forth the amounts required to pay scheduled principal of and interest on the Series 2026 Bonds during each year:

Year	Series 2026 Principal[1]	Series 2026 Interest[2]	Total Debt Service[2]
2027	$ 4,565,000.00	$ 7,897,253.18	$ 12,462,253.18
2028	5,790,000.00	6,672,262.50	12,462,262.50
2029	6,075,000.00	6,382,762.50	12,457,762.50
2030	6,380,000.00	6,079,012.50	12,459,012.50
2031	6,705,000.00	5,760,012.50	12,465,012.50
2032	7,040,000.00	5,424,762.50	12,464,762.50
2033	7,395,000.00	5,072,762.50	12,467,762.50
2034	7,765,000.00	4,703,012.50	12,468,012.50
2035	8,070,000.00	4,392,412.50	12,462,412.50
2036	8,395,000.00	4,069,612.50	12,464,612.50
2037	8,730,000.00	3,733,812.50	12,463,812.50
2038	9,055,000.00	3,406,437.50	12,461,437.50
2039	9,390,000.00	3,066,875.00	12,456,875.00
2040	9,750,000.00	2,714,750.00	12,464,750.00
2041	10,120,000.00	2,349,125.00	12,469,125.00
2042	10,495,000.00	1,969,625.00	12,464,625.00
2043	10,860,000.00	1,602,300.00	12,462,300.00
2044	11,245,000.00	1,222,200.00	12,467,200.00
2045	11,630,000.00	828,625.00	12,458,625.00
2046	12,045,000.00	421,575.00	12,466,575.00
Totals:	$171,500,000.00	$77,769,190.68	$249,269,190.68

(1) Preliminary; subject to change. Including mandatory sinking fund redemptions.

(2) Preliminary; subject to change. Assuming for purposes of this Preliminary Official Statement an average coupon rate on the Series 2026 Bonds of 3.770% per annum.

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ESTIMATED DEBT SERVICE COVERAGE

Set forth below is a table showing estimated debt service coverage with respect to the Series 2026 Bonds. Collections of the Existing Tax received during the twelve-month period ended _____, 2026 were utilized for the purpose of making the coverage calculations. See the caption "HISTORICAL SALES AND USE TAX COLLECTIONS" herein.

Historical Tax Receipts of Existing Tax[(1)]	$_____
Maximum Annual Debt Service [(2)]	$12,469,125.00
Maximum Annual Debt Service Coverage	____X

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(1) Actual collections of the Existing Tax received during the last twelve-month period ending _____, 2026. See the caption "HISTORICAL SALES AND USE TAX COLLECTIONS" herein.

(2) Preliminary; subject to change, and representing debt service on the Series 2026 Bonds in 2041. See the caption "ESTIMATED DEBT SERVICE REQUIREMENTS" herein.

THE COVERAGE NUMBERS SET FORTH ABOVE ARE BASED ON HISTORICAL RECEIPTS OF THE EXISTING TAX. ACTUAL RECEIPTS OF THE SALES AND USE TAX WILL DEPEND ON NUMEROUS FACTORS, AND THERE CAN BE NO ASSURANCE THAT FUTURE RECEIPTS OF THE SALES AND USE TAX AVAILABLE TO PAY DEBT SERVICE ON THE SERIES 2026 BONDS WILL APPROXIMATE SUCH HISTORICAL RESULTS. See the caption "THE SALES AND USE TAX – *Future Sales and Use Tax Receipts*" herein.

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PROJECTED MANDATORY REDEMPTIONS

The table under the caption "ESTIMATED DEBT SERVICE REQUIREMENTS" does not reflect possible mandatory redemptions of the Series 2026 Bonds from Surplus Tax Receipts, if available. Surplus Tax Receipts are all receipts of the Sales and Use Tax in excess of the amount necessary (i) to assure the prompt payment of the principal of and interest on Outstanding Series 2026 Bonds and any series of Additional Bonds, (ii) to pay any arbitrage rebate due under Section 148(f) of the Code, and (iii) to pay Trustee and Paying Agent fees and expenses. While any of the Series 2026 Bonds are Outstanding, all Surplus Tax Receipts shall be allocated to the redemption of the Series 2026 Bonds. THERE CAN BE NO ASSURANCE GIVEN THAT RECEIPTS OF THE SALES AND USE TAX WILL BE REALIZED IN THE AMOUNTS ASSUMED IN THE TABLE BELOW. See the caption "THE SALES AND USE TAX — *Future Sales and Use Tax Receipts*" herein.

Date[1]	Series 2026 Principal Due	Series 2026 Bonds Redeemed Prior to Maturity[2][3]	Total Series 2026 Principal Retired
5-1-27	$ --	$13,155,000	$13,155,000
11-1-27	4,565,000	11,540,000	16,105,000
5-1-28	--	11,245,000	11,245,000
11-1-28	5,790,000	11,445,000	17,235,000
5-1-29	--	6,735,000	6,735,000
11-1-29	6,075,000	6,855,000	12,930,000
5-1-30	--	6,980,000	6,980,000
11-1-30	6,380,000	7,110,000	13,490,000
5-1-31	--	6,240,000	6,240,000
11-1-31	6,705,000	6,360,000	13,065,000
5-1-32	--	6,480,000	6,480,000
11-1-32	7,040,000	6,600,000	13,640,000
5-1-33	--	6,375,000	6,375,000
11-1-33	7,395,000	6,505,000	13,900,000
5-1-34	--	6,630,000	6,630,000
11-1-34	7,295,000	--	7,295,000
Totals:	$51,245,000	$120,255,000	$171,500,000

(1) Series 2026 Bonds are subject to mandatory redemption from Surplus Tax Receipts on each May 1 and November 1. See the caption "THE SERIES 2026 BONDS — *Redemption*" herein.

(2) Assuming annual receipts of the Sales and Use Tax of $_____.

(3) Projected mandatory redemptions related to Series 2026 Bonds maturing November 1, 2034 through November 1, 2046.

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THE CITY

General. The City is a city of the first class organized and existing under the laws of the State of Arkansas. The City is the seat of government of Washington County (the "County") and is the second largest city in the State. The City is located in the Metropolitan Statistical Area of Fayetteville/Springdale/Rogers (the "MSA"), which includes all of Washington and Benton Counties in the northwest corner of the State and is approximately 185 miles northwest of Little Rock, Arkansas, 125 miles east of Tulsa, Oklahoma, and 210 miles south of Kansas City, Missouri.

The City is served by U.S. Interstate 49, U.S. Highways 62 and 71, and State Highways 16, 45, 112, 156, 180 and 265. The Burlington Northern Railroad has several lines running through the City, and a general aviation airport with a 6,006-foot runway is available for limited commuter travel. The Northwest Arkansas Regional Airport is located approximately 40 minutes from downtown Fayetteville and provides daily flights to numerous venues.

Government. The City currently operates under the Mayor-Council form of government pursuant to which a mayor, city attorney, city clerk and eight City Council members are elected, two from each of the City's four wards. The mayor, city attorney and city clerk are full-time positions elected to four-year terms. City Council members also serve four- year terms.

The City's elected officials and the dates on which their respective terms expire are as follows:

Name	Office	Term Expires
Molly Rawn	Mayor	12/31/28
Kit Williams	City Attorney	12/31/26
Kara Paxton	City Clerk	12/31/28
Scott Berna	Council Member	12/31/26
Sarah Bunch	Council Member	12/31/28
D'Andre Jones	Council Member	12/31/28
Monique Jones	Council Member	12/31/28
Sarah Moore	Council Member	12/31/26
Robert Stafford	Council Member	12/31/26
Teresa Turk	Council Member	12/31/26
Mike Wiederkehr	Council Member	12/31/28

Financial Reporting. The City's Comprehensive Annual Financial Report for the fiscal year ended December 31, 2025 can be accessed at: _____.

Population. The following is a table of population changes for the City, the MSA and the State of Arkansas, according to the United States Census Bureau:

Year	City of Fayetteville	MSA	State of Arkansas
1960	20,274	92,069	1,786,272
1970	30,729	127,846	1,923,322
1980	36,608	178,609	2,286,435
1990	42,099	210,908	2,350,624
2000	58,047	311,121	2,673,400
2010	73,580	463,204	2,915,918
2020	93,949	546,725	3,011,524

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Economic Data. Per capita personal income figures for the MSA and the State of Arkansas are as follows:

Year	MSA	State of Arkansas
2011	$43,674	$34,180
2012	49,682	36,287
2013	48,544	36,285
2014	54,080	38,218
2015	57,357	39,266
2016	59,389	40,179
2017	61,204	41,402
2018	65,248	43,029
2019	62,267	45,751
2020	64,548	47,147
2021	72,389	51,636
2022	74,943	52,618
2023	n/a	n/a
2024	n/a	n/a

Source: Bureau of Economic Analysis, St. Louis Federal Reserve

The following table shows the total assessed value of non-utility real and personal property within the City for the years indicated:

Year	Real Property	Personal Property	Total
2013	$1,084,550,127	$216,005,532	$1,300,555,659
2014	1,115,992,871	226,841,704	1,342,834,575
2015	1,171,158,618	232,141,593	1,403,300,191
2016	1,213,852,296	252,836,149	1,466,688,495
2017	1,257,361,951	246,656,011	1,504,017,962
2018	1,309,055,168	261,728,096	1,570,783,264
2019	1,352,620,084	247,101,970	1,599,722,054
2020	1,529,519,526	262,267,946	1,791,787,472
2021	1,647,091,410	282,921,776	1,930,013,186
2022	1,774,725,982	310,717,662	2,085,443,644
2023	2,030,990,539	340,274,044	2,371,264,583
2024	2,264,413,457	357,348,248	2,621,761,705

Source: Washington County Tax Assessor's Office. The assessed value represents 20% of the appraised value of property.

Building permits issued by the City[(1)] are shown below for the years indicated:

	2022	2023	2024	2025	2026[(2)]
Residential Building Permits	941	762	988	744	494
Commercial Building Permits	43	46	132	120	74
Value of All Building Permits	$507,011,277	$340,719,235	$629,811,771	$586,116,083	$497,737,516

(1) Does not include building activity of the University of Arkansas, school permits and additions/alterations to existing structures.

(2) Through June 12, 2026.

Source: City of Fayetteville.

Unemployment figures (not seasonally adjusted) for Washington County and the State of Arkansas, according to the Arkansas Division of Workforce Services, are as follows:

Year	Washington County	State of Arkansas
2015	3.5%	5.0%
2016	2.8	4.0
2017	2.6	3.7
2018	2.6	3.6
2019	2.5	3.5
2020	4.7	6.1
2021	2.9	4.0
2022	2.3	3.2
2023	2.3	3.3
2024	2.8	3.5
2025	3.4	4.1
2026*	2.7	4.3

* April, 2026 only; preliminary and not seasonally adjusted.

Employment and Industry. The principal campus of the University of Arkansas is located in the City and had total enrollment for the spring semester of 2025 of approximately 32,163. On the Fayetteville campus, the University employs approximately 7,300 faculty, administrative, secretarial, clerical and maintenance personnel in both full-time and part-time positions, making the University the largest employer in the City.

Other major employers in the City, their products or services and approximate number of employees are set forth below:

Employer	Product or Service	Employees
Washington Regional Medical Center	Health care	3,534
Fayetteville School District	Public schools	1,660
Veteran's Admin. Medical	Health care	1,515
City of Fayetteville	City government	920
Washington County	County government	838
Tyson Mexican Original	Manufacturer	735
Wal-Mart Store #359	Retail	498
Wal-Mart Store #144	Retail	482
Wal-Mart #9149 (optical lab)	Manufacturer	328

Source: City of Fayetteville

THE SALES AND USE TAX

Generally. The Sales and Use Tax is levied under the Election Ordinance pursuant to the authority of the Act. The Sales and Use Tax is levied within the City on all items which are subject to taxation under The Arkansas Gross Receipts Act of 1941 and on the receipts from storing, using or consuming tangible personal property under The Arkansas Compensating (Use) Tax Act of 1949. The Sales and Use Tax is collected only on the gross receipts, gross proceeds or sales price in the maximum amount allowed from time to time under Arkansas law for "single transactions," subject to certain rebates and limitations. Pursuant to the Indenture and the Authorizing Ordinance, the City has pledged the receipts of the Sales and Use Tax (after the deduction of certain administrative charges) to the payment of the Series 2026 Bonds. Pursuant to the terms of the Election Ordinance, the collection of the Sales and Use Tax will commence on and as of the date as provided in the Act. Such commencement of the levy of the Sales and Use Tax will occur simultaneously with the termination of the levy of the Existing Tax pledged to the payment of the Prior Bonds, which are being redeemed with a portion of the proceeds of the Series 2026 Bonds. See "Appendix C – THE SALES AND USE TAX" for a detailed description of the property and services subject to sales and use taxation and the exemptions therefrom.

Administration. Pursuant to the State law, the Commissioner of Revenues of the State (the "Commissioner") performs all functions incidental to the administration, collection, enforcement and operation of the Sales and Use Tax. All receipts of the Sales and Use Tax collected, less certain charges payable and retainage due the Commissioner for administrative services in the amount of 3% of the gross receipts of the Sales and Use Tax, shall be remitted by the State Treasurer to the Trustee monthly. See the caption "SUMMARY OF THE INDENTURE – *Application of Sales and Use Tax Receipts*" herein. In an effort to simplify and modernize the sales and use tax collection process, the State of Arkansas has opted to participate in the Streamlined Sales Tax Agreement, a cooperative effort among states, local governments and the business community.

Future Receipts of the Sales and Use Tax. Receipts of the Sales and Use Tax will be contingent upon the sale and use of property and services within the City, which activity is generally dependent upon economic conditions within the City and the surrounding trade area. Also, receipts of the Sales and Use Tax may be affected by changes to transactions exempted from the Sales and Use Tax made by legislation adopted by the General Assembly of the State or by the people of the State in the form of a constitutional amendment or initiated act. In the past the General Assembly of the State has considered new exemptions to sales and use taxes, such as food sales, which, if adopted, would materially reduce receipts of the Sales and Use Tax. The City has no control over actions of the General Assembly or the people of the State and cannot predict whether changes to the Sales and Use Tax may be made. **Accordingly, the City cannot predict with certainty the expected amount of receipts of the Sales and Use Tax to the be received and, therefore, there can be no assurance that receipts of the Sales and Use Tax will be sufficient to pay the principal of and interest on the Series 2026 Bonds.**

SUMMARY OF THE INDENTURE

The following statements are brief summaries of certain provisions of the Indenture. The statements do not purport to be complete, and reference is made to the Indenture, copies of which are available for examination at the offices of the Finance Director of the City, for a full statement thereof.

Funds and Accounts. Receipts of the Sales and Use Tax are pledged by the Indenture to the payment of the principal of and interest on the Bonds. The following Funds and Accounts have been established with the Trustee in connection with the issuance of the Bonds:

Funds and Accounts

Revenue Fund

Bond Fund, and an Interest Account and a Principal Account therein

Redemption Fund

Cost of Issuance Fund

Project Fund, and a Water/Wastewater Systems Project Account, Parks System Project Account, Animal Services Facility Project Account, Trail System Project Account, Transportation System Project Account, Sustainability Project Account, Aquatics/Recreation Center Project Account and Fire Department Project Account therein

Rebate Fund

Application of Receipts of the Sales and Use Tax. The application of receipts of the Sales and Use Tax is as follows:

(a) Revenue Fund. All receipts from the Sales and Use Tax shall, as and when received, be deposited into the Revenue Fund. All moneys at any time in the Revenue Fund shall be applied on a monthly basis to the payment of Debt Service on the Bonds, to the payment of any arbitrage rebate due under Section 148(f) of the Code, to the payment of fees and expenses of the Trustee and any Paying Agent, and to the early redemption of the Bonds, at the times and in the amounts set forth as follows:

(b) Bond Fund. Upon receipt, but in no event later than the last day of each month in which receipts of the Sales and Use Tax are deposited in the Revenue Fund, there shall be transferred from the Revenue Fund (i) into the Interest Account of the Bond Fund, an amount equal to 1/6 of the interest on the Outstanding Bonds due on

the next interest payment date, and (ii) into the Principal Account of the Bond Fund, an amount equal to 1/12 of the next scheduled principal maturity of Outstanding Bonds (including mandatory sinking fund redemptions). Moneys in the Bond Fund shall be used solely for the purpose of paying Debt Service on the Bonds or for redemption of Bonds, as provided in the Indenture. The Trustee shall withdraw from the Bond Fund, on the date of any principal or interest payment, an amount equal to such payment for the sole purpose of paying the same.

If receipts of the Sales and Use Tax in the Revenue Fund are insufficient to make the required monthly payment into the Bond Fund, the amount of any such deficiency in the payment made shall be added to the amount otherwise required to be paid into the Bond Fund not later than last day of the next succeeding month.

When the moneys held in the Revenue Fund, the Bond Fund and the Redemption Fund shall be and remain sufficient to pay in full the principal of and interest on all Bonds then Outstanding in accordance with the Indenture, together with the required fees and expenses to be paid or reimbursed to the Trustee and any Paying Agent, the City shall have no further obligation to make payments into such Funds and the levy of the Sales and Use Tax shall cease.

(c) Rebate Fund. The Trustee shall establish and maintain, separate and apart from any other Funds and Accounts established and maintained under the Indenture, the Rebate Fund, which Fund is not pledged to the payment of any Bonds. Subject to transfer to the United States in payment of any arbitrage rebate due under Section 148(f) of the Code, all moneys at any time deposited in the Rebate Fund shall be held by the Trustee in trust, and neither the City nor the Owner of any Bond shall have any rights in or claim to such money. Any amounts remaining in the Rebate Fund after payment in full of the rebate amount owing to the United States, within sixty (60) days after the date on which the last Bond is redeemed, shall be transferred to the Revenue Fund.

(d) Redemption Fund. After making the required deposits into the Bond Fund and into the Rebate Fund, and after paying the fees and expenses of the Trustee and any Paying Agent, there shall be paid from the Revenue Fund into the Redemption Fund all remaining moneys in the Revenue Fund (the "Surplus Tax Receipts"). Moneys in the Redemption Fund shall be transferred to the appropriate Principal Account of the Bond Fund at such times as may be necessary to effectuate redemptions of Bonds on the first available redemption date. While any of the Series 2026 Bonds are Outstanding, all Surplus Tax Receipts shall be allocated to the redemption of the Series 2026 Bonds. See the captions "THE SERIES 2026 BONDS – *Redemption*" and "PROJECTED MANDATORY REDEMPTIONS" herein.

(e) Project Fund. Portions of the proceeds of the Series 2026 Bonds shall be deposited in the Water/Wastewater Systems Project Account, Parks System Project Account, Animal Services Facility Project Account, Trail System Project Account, Transportation System Project Account, Sustainability Project Account, Aquatics/Recreation Center Project Account and Fire Department Project Account of the Project Fund. See the captions "ESTIMATED SOURCES AND USES OF FUNDS" and "THE PROJECTS" herein. Amounts in the various Accounts in the Project Fund shall be expended only for the payment of Project Costs related to the applicable portion of the Project being financed with the proceeds of the Series 2026 Bonds upon the submission of Requisitions by the City to the Trustee. The Trustee shall only make payments from the Project Fund pursuant to and in accordance with Requisitions. Within ninety (90) days following completion of the portion of a Project being financed with a particular series of Bonds, the City shall deliver to the Trustee its Certificate stating that the applicable portion of such Project is complete and the Trustee shall transfer the remaining moneys in the applicable Account of the Project Fund relating to such series of Bonds (save and except moneys needed to satisfy unpaid Project Costs) to the Redemption Fund for application to the retirement of the corresponding series of Bonds by redemption or purchase. See the caption "THE SERIES 2026 BONDS – *Redemption*" herein.

(f) Cost of Issuance Fund. A portion of the proceeds of the Series 2026 Bonds shall be deposited to the credit of the Cost of Issuance Fund. The Trustee shall pay those Costs of Issuance as directed by the City pursuant to a Certificate delivered on a Closing Date. After all Costs of Issuance have been paid with respect to the Series 2026 Bonds (and in any event not later than _____ 1, 2026), any remaining moneys in the Cost of Issuance Fund shall be transferred to the Interest Account of the Bond Fund.

Investment of Funds. At the direction of the City or absent such direction, the Trustee shall invest moneys in Funds or Accounts held by the Trustee in Investment Securities with maturity or redemption dates consistent with the times at which said moneys will be required for the purposes provided in the Indenture. Moneys in separate Funds or Accounts may be commingled for the purpose of investment.

Valuation of Funds and Accounts. In determining the value of any Fund or Account held by the Trustee under the Indenture, the Trustee shall credit Investment Securities at the fair market value thereof, as determined by the Trustee by any method selected by the Trustee in its reasonable discretion. No less frequently than annually, and in any event within thirty (30) days prior to the end of each Fiscal Year, the Trustee shall determine the value of each Fund and Account held under the Indenture and shall report such determination to the City.

The Trustee shall sell or present for redemption any Investment Securities as necessary in order to provide money for the purpose of making any payment required under the Indenture, and the Trustee shall not be liable for any loss resulting from any such sale.

Responsibility of Trustee. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of moneys made by it at the direction of the City.

Instruments of Further Assurance. At any and all times the City shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge and deliver, all and every such further resolutions, ordinances, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, pledging, assigning and confirming of all and singular the receipts from the Sales and Use Tax and all other moneys pledged or assigned by the Indenture, or intended so to be, or which the City may become bound to pledge or assign.

Tax Covenants. The City shall not use or permit the use of any Bond proceeds or any other funds of the City, directly or indirectly, in any manner, and will not take or permit to be taken any other action or actions which would adversely affect the exclusion of interest on any Bond from gross income for federal income tax purposes. No part of the proceeds of the Series 2026 Bonds shall at any time be used, directly or indirectly, to acquire securities or obligations the acquisition of which would cause any of such Series 2026 Bonds to be an "arbitrage bond" as defined in Sections 148(a) and (b) of the Code. The City agrees that so long as any of the Series 2026 Bonds remain Outstanding, it will comply with the provisions of the applicable Tax Regulatory Agreement.

Defeasance. Any Bond shall be deemed to be paid within the meaning of the Indenture when payment of the principal of and premium, if any, and interest on such Bond (whether at maturity or upon redemption as provided in the Indenture, or otherwise), either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Trustee, in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment or (2) Government Securities (provided that such deposit will not affect the tax-exempt status of the interest on any of the Bonds or cause any of the Bonds to be classified as "arbitrage bonds" within the meaning of Section 148(a) of the Code, as reflected in an opinion of Bond Counsel delivered to the Trustee), maturing as to principal and interest in such amounts and at such times as will provide sufficient moneys to make such payment, and all necessary and proper fees, compensation and expenses of the Trustee and any Paying Agent pertaining to the Bonds with respect to which such deposit is made shall have been paid or the payment thereof provided for to the satisfaction of the Trustee and any said Paying Agent. In the case of any defeasance of Bonds, the dates of redemption of such Bonds and the principal amounts and maturities of Bonds to be redeemed on such dates will be determined by taking into consideration the applicable redemption requirements with respect to the Bonds to be defeased and the receipts of the Sales and Use Tax for the most recent twelve months.

Events of Default. Each of the following events shall constitute and is referred to in the Indenture as an "Event of Default":

(a) Default in the due and punctual payment of any interest on any Bond;

(b) Default in the due and punctual payment of the principal of or premium, if any, on any Bond, whether at the stated maturity thereof, or upon proceedings for redemption thereof, or upon the maturity thereof by declaration;

(c) Default in the payment of any other amount required to be paid under the Indenture or the performance or observance of any other of the covenants, agreements or conditions contained in the Indenture, or in the Bonds issued under the Indenture, and continuance thereof for a period of sixty (60) days after written notice specifying such failure and requesting that it be remedied, shall have been given to the City by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of Holders of not less than fifty-one percent (51%) in aggregate principal amount of the Bonds then Outstanding, unless the Trustee, or the Trustee and Holders of an aggregate principal amount of Bonds not less than the aggregate principal amount of

Bonds the Holders of which requested such notice, as the case may be, shall agree in writing to an extension of such period prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Trustee will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the City within such period and is being diligently pursued;

(d) The filing of a petition in bankruptcy by or against the City under the United States Bankruptcy Code or the commencement of a proceeding by or against the City under any other law concerning insolvency, reorganization or bankruptcy; and

(e) If the State has limited or altered the rights of the City pursuant to the Act, as in force on the date of the Indenture, to fulfill the terms of any agreements made with the Trustee or the Bondholders or in any way impaired the rights and remedies of the Trustee or the Bondholders while any Bonds are Outstanding.

The term "default" as used in clauses (a), (b) and (c) above shall mean default by the City in the performance or observance of any of the covenants, agreements or conditions on its part contained in the Indenture, or in the Bonds Outstanding thereunder, exclusive of any period of grace required to constitute a default an "Event of Default" as described above.

Acceleration. Upon the occurrence of an Event of Default, the Trustee may, and upon the written request of the Holders of not less than 51% in aggregate principal amount of Bonds Outstanding shall, by notice in writing delivered to the City, declare the principal of all Bonds then Outstanding, together with any premium and the interest accrued thereon, immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable.

Other Remedies; Rights of Bondholders. Upon the occurrence of an Event of Default, the Trustee may, as an alternative, pursue any available remedy by suit at law or in equity, including, without limitation, mandamus to enforce the payment of the principal of and premium, if any, and interest on the Bonds then Outstanding.

If an Event of Default shall have occurred, and if it shall have been requested so to do by the Holders of 51% in aggregate principal amount of Bonds Outstanding and if it shall have been indemnified as provided in the Indenture, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred upon it by the Indenture as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Bondholders.

No remedy by the terms of the Indenture conferred upon or reserved to the Trustee (or to the Bondholders) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given under the Indenture or now or hereafter existing at law or in equity or by statute.

No delay or omission to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or acquiescence therein; and every such right and power may be exercised from time to time and as often as may be deemed expedient.

No waiver of any default or Event of Default under the Indenture, whether by the Trustee or by the Bondholders, shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereon.

Rights and Remedies of Bondholders. No Holder of any Bond shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of the Indenture or for the execution of any trust thereof or for the appointment of a receiver or any other remedy thereunder, unless a default has occurred of which the Trustee has been notified as provided in the Indenture, or of which by the Indenture it is deemed to have notice, nor unless such default shall have become an Event of Default and the Holders of not less than 51% in aggregate principal amount of Bonds Outstanding shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the powers granted or to institute such action, suit, or proceeding in its own name, nor unless also they have offered to the Trustee indemnity as provided in the Indenture nor unless the Trustee shall thereafter fail or refuse to exercise the powers granted, or to institute such action, suit, or proceeding in its own name; and such notification, request and offer of indemnity are declared in every such case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of the Indenture, and to any action or cause of action for the enforcement of the Indenture or for the appointment of a receiver or for any other remedy thereunder; it being understood and intended that no one or more Holders of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of the Indenture by action of the Holder or

Holders or to enforce any right under the Indenture except in the manner therein provided, and that all proceedings at law or in equity shall be instituted, held and maintained in the manner therein provided for the equal benefit of the Holders of all Bonds Outstanding thereunder. Nothing in the Indenture contained shall, however, affect or impair the right of any Bondholders to enforce the payment of the principal of and premium, if any, and interest on any Bonds at and after the maturity thereof, or the obligation of the City to pay the principal of and premium, if any, and interest on each of the Bonds issued under the Indenture to the respective Holders thereof at the time and place in said Bonds expressed.

Supplemental Indentures Not Requiring Consent of Bondholders. The City and the Trustee may, from time to time and at any time, without the consent of or notice to the Bondholders, enter into Supplemental Indentures as follows:

(a) to cure any formal defect, omission, inconsistency or ambiguity in the Indenture;

(b) to grant to or confer or impose upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers, authority, security, liabilities or duties which may lawfully be granted, conferred or imposed and which are not contrary to or inconsistent with the Indenture as theretofore in effect, provided that no such additional liabilities or duties shall be imposed upon the Trustee without its consent;

(c) to add to the covenants and agreements of, and limitations and restrictions upon, the City in the Indenture other covenants, agreements, limitations and restrictions to be observed by the City which are not contrary to or inconsistent with the Indenture as theretofore in effect;

(d) to confirm, as further assurance, any pledge under, and the subjection to any claim, lien or pledge created or to be created by, the Indenture, of the Trust Estate or of any other moneys, securities or funds;

(e) to comply with the requirements of the Trust Indenture Act of 1939, as from time to time amended;

(f) to authorize the issuance and sale of one or more series of Additional Bonds;

(g) to make such additions, deletions or modifications as may be necessary to assure compliance with Section 148(f) of the Code relating to required rebate to the United States or otherwise as may be necessary to assure exemption from federal income taxation of interest on the Bonds; or

(h) to modify, alter, amend or supplement the Indenture in any other respect which is not materially adverse to the Bondholders and which does not involve a change described in clause (a), (b), (c), (d), (e) or (f) above and which, in the judgment of the Trustee, is not to the prejudice of the Trustee.

Supplemental Indentures Requiring Consent of Bondholders. Subject to the terms and provisions contained in this paragraph, and not otherwise, the Holders of not less than 2/3 in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained in the Indenture to the contrary notwithstanding, to consent to and approve the execution by the City and the Trustee of such indenture or indentures supplemental to the Indenture as shall be deemed necessary and desirable by the City for the purpose of modifying, altering, amending, adding to, or rescinding, in any particular, any of the terms or provisions contained in the Indenture or in any Supplemental Indenture; provided, however, that nothing contained in the Indenture shall permit or be construed as permitting (a) an extension of the maturity (or mandatory redemption date) of the principal of or the interest on any Bond issued thereunder, or (b) a reduction in the principal amount of or redemption premium or rate of interest on any Bond issued thereunder, or (c) the creation of any lien on the Trust Estate or any part thereof, except as expressly permitted in the Indenture, or (d) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (e) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Indenture, or (f) depriving the Holder of any Bond then Outstanding of the lien created on the Trust Estate.

If, at any time the City shall request the Trustee to enter into any Supplemental Indenture for any of the purposes described above, the Trustee shall, at the expense of the City, cause notice of the proposed execution of such Supplemental Indenture to be mailed by first class mail to each registered owner of the Bonds. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the principal office of the Trustee for inspection by Bondholders. The Trustee shall not, however, be subject to any liability to any Bondholder by reason of its failure to mail such notice, and any such failure shall not affect the validity of such Supplemental Indenture when consented to and approved as provided above. If the Holders of not

less than 2/3 in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture shall have consented to and approved the execution thereof, no Holder of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof.

SUMMARY OF THE CONTINUING DISCLOSURE AGREEMENT

The City has entered into an undertaking in the form of the Continuing Disclosure Agreement as required by the Indenture for the benefit of the Beneficial Owners of the Series 2026 Bonds to cause certain financial information to be sent to certain information repositories annually and to cause notice to be sent to such information repositories of certain specified events, pursuant to the requirements of Section (b)(5)(i) of Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the "Rule").

The City is a party to multiple continuing disclosure agreements for various bond issues of the City secured by different repayment sources. During the past five years, the City has identified certain instances in which filings were not made as required by such agreements. A listing of such instances, which may not be inclusive, is set forth below.

[DISCLOSURE TO BE PROVIDED]

The City makes no representation as to the materiality of the continuing disclosure delinquencies and omissions described above.

The City has undertaken steps to ensure future compliance with its continuing disclosure obligations.

The Continuing Disclosure Agreement contains the following covenants and provisions:

(a) The City covenants that it will disseminate, or will cause the Dissemination Agent to disseminate, the Annual Financial Information and the Audited Financial Statements (in the form and by the dates set forth in Exhibit I to the Continuing Disclosure Agreement) by delivering such Annual Financial Information and the Audited Financial Statements to the MSRB within 180 days of the completion of the City's Fiscal Year. The City is required to deliver or cause delivery of such information in Prescribed Form and by such time so that such entity receives the information by the dates specified.

(b) Not later than five (5) Business Days prior to the date specified in the preceding paragraph for providing the Annual Financial Information Disclosure to the MSRB, the City shall provide such Annual Financial Information Disclosure to the Dissemination Agent. If by such date the Dissemination Agent has not received a copy of the applicable Annual Financial Information Disclosure, the Dissemination Agent shall contact the applicable Disclosure Representative to determine if the City is in compliance with the preceding paragraph. If the Dissemination Agent is unable to verify that the Annual Financial Information Disclosure has been provided to the MSRB by the date required in the preceding paragraph, the Dissemination Agent shall file a notice to such effect with the MSRB in substantially the form attached as Exhibit III to the Continuing Disclosure Agreement.

(c) If any part of the Annual Financial Information can no longer be generated because the operations to which it is related have been materially changed or discontinued, the City will disseminate or cause dissemination of a statement to such effect as part of its Annual Financial Information for the Fiscal Year in which such event first occurs.

(d) If any amendment is made to the Continuing Disclosure Agreement, the Annual Financial Information for the Fiscal Year in which such amendment is made (or in any notice or supplement provided to the MSRB) shall contain a narrative description of the reasons for such amendment and its impact on the type of information being provided.

(e) The City covenants that it will disseminate or cause dissemination in a timely manner, not in excess of ten (10) Business Days after the occurrence of the event, of Listed Events Disclosure to the MSRB in Prescribed Form. Notwithstanding the foregoing, notice of optional or unscheduled redemption of any Series 2026 Bonds need not be given under the Continuing Disclosure Agreement any earlier than the notice (if any) of such redemption is given to the owners of the Series 2026 Bonds pursuant to the Indenture. The City is required to

deliver or cause delivery of such Listed Events Disclosure in the same manner as provided for Annual Financial Information and Audited Financial Statements.

(f) The Continuing Disclosure Agreement has been executed in order to assist the Participating Underwriter in complying with the Rule; however, the Continuing Disclosure Agreement shall inure solely to the benefit of the City, the Dissemination Agent, if any, the Trustee and the Beneficial Owners of the Series 2026 Bonds, and shall create no rights in any other person or entity. In the event of a failure of the City to comply with any provision of the Continuing Disclosure Agreement, the Trustee may (and at the request of a Participating Underwriter or the Beneficial Owners of at least 25% in aggregate outstanding principal amount of the Series 2026 Bonds, and upon being indemnified to its satisfaction, shall) or the Beneficial Owner of any Series 2026 Bond may seek specific performance by court order to cause the City to comply with its obligations under the Disclosure Agreement. A default under the Disclosure Agreement shall not be deemed an Event of Default under the Indenture or any other agreement, and the sole remedy under the Disclosure Agreement in the event of any failure of the City or the Dissemination Agent to comply with the Disclosure Agreement shall be an action to compel performance.

(g) The Undertaking of the City pursuant to the Continuing Disclosure Agreement shall be terminated when the City shall no longer have any legal liability for any obligation on or relating to the repayment of the Series 2026 Bonds. The City shall give notice to the MSRB, or shall cause the Dissemination Agent to give such notice, in a timely manner and in Prescribed Form in such event.

(h) The City and the Dissemination Agent may amend the Continuing Disclosure Agreement, and any provision of the Continuing Disclosure Agreement may be waived, if (i) the amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the City or type of business conducted; (ii) the Continuing Disclosure Agreement, as amended, or the provision, as waived, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; (iii) the amendment or waiver does not materially impair the interests of the Beneficial Owners of the Series 2026 Bonds, as determined either by parties unaffiliated with the City (such as the Trustee) or by an approving vote of the Beneficial Owners of the Series 2026 Bonds holding a majority of the aggregate principal amount of the Series 2026 Bonds (excluding Series 2026 Bonds held by or on behalf of the City or its affiliates) pursuant to the terms of the Indenture at the time of the amendment; or (iv) the amendment or waiver is otherwise permitted by the Rule.

(i) The following terms used under this caption shall have the meanings set forth below:

"Annual Financial Information" means receipts of the Sales and Use Tax for the latest Fiscal Year and for the four previous Fiscal Years.

"Annual Financial Information Disclosure" means the dissemination of disclosure concerning Annual Financial Information and the dissemination of the Audited Financial Statements as set forth in subsection (a) above.

"Audited Financial Statements" means the audited consolidated financial statements of the City, prepared pursuant to generally accepted accounting standards and as described in Exhibit I to the Continuing Disclosure Agreement.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2026 Bonds (including persons holding Series 2026 Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Series 2026 Bonds for federal income tax purposes.

"Business Day" means any day other than a Saturday or Sunday or a day on which banks in the State of Arkansas or in the state in which the Dissemination Agent is located are not open for business.

"Commission" means the U.S. Securities and Exchange Commission.

"Disclosure Representative" means the City's Chief Financial Officer, or his or her designee, or such other person as the City shall designate in writing to the Dissemination Agent from time to time.

"Dissemination Agent" shall mean Simmons Bank, Pine Bluff, Arkansas, acting in its capacity as a dissemination agent under the Continuing Disclosure Agreement, or any successor dissemination agent designated in writing by the City and which has filed with the Trustee a written acceptance of such designation.

"EMMA" means the Electronic Municipal Market Access facility for municipal securities disclosure of the MSRB.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Financial Obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as a security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii). The term Financial Obligation does not include municipal securities as to which a final official statement has been otherwise provided to the MSRB under the Rule.

"Fiscal Year" means any period of twelve (12) consecutive months adopted by the City as its fiscal year for financial reporting purpose. The Fiscal Year of the City presently ends on December 31 of each year.

"Listed Event" means the occurrence of any of the following events with respect to the Series 2026 Bonds:

(i) Principal and interest payment delinquencies;

(ii) Nonpayment-related defaults, if material;

(iii) Unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) Unscheduled draws on credit enhancements reflecting financial difficulties;

(v) Substitution of credit or liquidity providers, or their failure to perform;

(vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;

(vii) Modifications to rights of security holders, if material;

(viii) Bond calls, if material, and tender offers;

(ix) Defeasances;

(x) Release, substitution or sale of property securing repayment of the securities, if material;

(xi) Rating changes;

(xii) Bankruptcy, insolvency, receivership or similar event of the City;

(xiii) The consummation of a merger, consolidation or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(xv) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

(xvi) Default, event of acceleration, termination event, modification of terms, or similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

"Listed Events Disclosure" means dissemination of a notice of a Listed Event as set forth in subsection (e) above.

"MSRB" shall mean the Municipal Securities Rulemaking Board established in accordance with the provisions of Section 15B(b)(1) of the 1934 Act.

"Participating Underwriter" means each broker, dealer or municipal securities dealer acting as an underwriter in any primary offering of the Series 2026 Bonds.

"Prescribed Form" means, with regard to the filing of Annual Financial Information, Audited Financial Statements and notices of Listed Events with the MSRB at www.emma.msrb.org (or such other address or addresses

as the MSRB may from time to time specify), such electronic format, accompanied by such identifying information, as shall have been prescribed by the MSRB and which shall be in effect on the date of filing of such information.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission ("SEC") under the Exchange Act, as the same may be amended from time to time.

"State" means the State of Arkansas.

"Undertaking" means the obligations of the City pursuant to subsections (a) and (e) above.

UNDERWRITING

Under a bond purchase agreement entered into by and among the City and Stephens Inc. (the "Underwriter"), the Series 2026 Bonds are being purchased at a purchase price of $_____ (representing the stated principal amount of the Series 2026 Bonds [less][plus] a net reoffering [discount][premium] of $_____ and less an underwriting discount of $_____). The bond purchase agreement provides that the Underwriter will purchase all of the Series 2026 Bonds if any are purchased. The obligation of the Underwriter to accept delivery of the Series 2026 Bonds is subject to various conditions contained in the bond purchase agreement, including the absence of pending or threatened litigation questioning the validity of the Series 2026 Bonds or any proceedings in connection with the issuance thereof, and the absence of material adverse changes in the financial condition of the City.

Mark C. Doramus, Chief Financial Officer of the Underwriter, serves on the Board of Directors of the Trustee.

The Underwriter intends to offer the Series 2026 Bonds to the public initially at the offering prices as set forth on the inside cover page of this Official Statement, which offering prices (or bond yields establishing such offering prices) may subsequently change without any requirement of prior notice. The Underwriter reserves the right to join with dealers and other underwriters in offering the Series 2026 Bonds to the public, and may offer the Series 2026 Bonds to such dealers and other underwriters at a price below the public offering price.

The City has agreed to indemnify the Underwriter against certain civil liabilities in connection with the offering and sale of the Series 2026 Bonds, including certain liabilities under federal securities laws.

TAX MATTERS

General Matters

Federal Income Taxes. In the opinion of Kutak Rock LLP, Bond Counsel, under existing laws, regulations, rulings and judicial decisions, interest on the Series 2026 Bonds (including any original issue discount properly allocable to the owner of a Series 2026 Bond) is excludable from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax imposed on individuals. The opinion described in the preceding sentence assumes the accuracy of certain representations and compliance by the City with covenants designed to satisfy the requirements of the Code that must be met subsequent to the issuance of the Series 2026 Bonds. Failure to comply with such requirements could cause interest on the Series 2026 Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2026 Bonds. The City has covenanted to comply with such requirements. Interest on the Series 2026 Bonds may affect the federal alternative minimum tax imposed on certain corporations.

Bond Counsel has expressed no opinion regarding other federal tax consequences arising with respect to the Series 2026 Bonds.

The accrual or receipt of interest on the Series 2026 Bonds may otherwise affect the federal income tax liability of the owners of the Series 2026 Bonds. The extent of these other tax consequences will depend upon such owner's particular tax status and other items of income or deduction. Bond Counsel has expressed no opinion regarding any such consequences. Purchasers of the Series 2026 Bonds, particularly purchasers that are corporations (including S corporations, foreign corporations operating branches in the United States, and certain corporations subject to the federal alternative minimum tax), property or casualty insurance companies, banks, thrifts or other financial institutions, certain recipients of Social Security or Railroad Retirement benefits, taxpayers entitled to claim the earned income credit, taxpayers entitled to claim the refundable credit in Section 36B of the Code for coverage under a qualified health plan, and taxpayers who may be deemed to have incurred or continued

indebtedness to purchase or carry tax-exempt obligations, should consult their tax advisors as to the tax consequences of purchasing or owning the Series 2026 Bonds.

Backup Withholding. An owner of a Series 2026 Bond may be subject to backup withholding at the applicable rate determined by statute with respect to interest paid with respect to the Series 2026 Bonds if such owner fails to provide to any person required to collect such information pursuant to Section 6049 of the Code with such owner's taxpayer identification number, furnishes an incorrect taxpayer identification number, fails to report interest, dividends or other "reportable payments" (as defined in the Code) properly, or, under certain circumstances, fails to provide such persons with a certified statement, under penalty of perjury, that such owner is not subject to backup withholding.

Changes in Federal and State Tax Law

From time to time, there are legislative proposals in the Congress and in the states that, if enacted, could alter or amend the federal tax matters referred to under this heading "TAX MATTERS" or adversely affect the market value of the Series 2026 Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether if enacted it would apply to bonds issued prior to enactment. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value of the Series 2026 Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Series 2026 Bonds or the market value thereof would be impacted thereby. Purchasers of the Series 2026 Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Series 2026 Bonds, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending legislation, regulatory initiatives or litigation.

PROSPECTIVE PURCHASERS OF THE SERIES 2026 BONDS ARE ADVISED TO CONSULT THEIR OWN TAX ADVISORS PRIOR TO ANY PURCHASE OF THE SERIES 2026 BONDS AS TO THE IMPACT OF THE CODE UPON THEIR ACQUISITION, HOLDING OR DISPOSITION OF THE SERIES 2026 BONDS.

State Taxes

Bond Counsel is of the opinion that, under existing law, the interest on the Series 2026 Bonds is exempt from all state, county and municipal taxes in the State of Arkansas.

RATING

S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC ("S&P"), has assigned a rating of "AA-" (stable outlook) to the Series 2026 Bonds. Such rating reflects only the view of S&P at the time such rating was given, and the City makes no representation as to the appropriateness of such rating. An explanation as to the significance of the above rating may be obtained only from S&P.

The City has furnished S&P certain information and materials relating to the Series 2026 Bonds and the City, some of which have not been included in this Official Statement. Generally, rating agencies base their ratings on such information and materials and investigations, studies and assumptions furnished to and obtained and made by the rating agencies. There is no assurance that a particular rating will be maintained for any given period of time or that it may not be lowered, raised or withdrawn entirely by S&P if, in its judgment, circumstances so warrant. Neither the City nor the Underwriter have undertaken any responsibility to oppose any such revision or withdrawal. Any downward change in or withdrawal of a rating may have an adverse effect on the market price and marketability of the Series 2026 Bonds. No application has been made to any Rating Agency other than S&P for a rating on the Series 2026 Bonds.

LEGAL MATTERS

Legal Opinions. Legal matters incident to the authorization and issuance of the Series 2026 Bonds are subject to the unqualified approving opinion of Kutak Rock LLP, Little Rock, Arkansas, Bond Counsel, a copy of whose approving opinion will be delivered with the Series 2026 Bonds and a form of which is attached hereto as Appendix A. Certain legal matters will be passed upon for the City by its counsel, Kit Williams, Esq., City Attorney.

Litigation. There is no litigation pending seeking to restrain or enjoin the issuance or delivery of the Series 2026 Bonds or questioning or affecting the legality of the Series 2026 Bonds or the proceedings and authority under which the Series 2026 Bonds are to be issued, or questioning the right of the City to issue the Series 2026 Bonds. There is no action, suit or proceeding known to be pending or threatened, restraining or enjoining the City in any way which could have a material adverse effect on the Sales and Use Tax or the City's ability to pay debt service with respect to the Series 2026 Bonds.

MISCELLANEOUS

Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. This Official Statement is not to be construed as a contract or agreement between the City and the purchasers or owners of any of the Series 2026 Bonds.

ACCURACY AND COMPLETENESS OF OFFICIAL STATEMENT

The information contained in this Official Statement has been taken from sources considered to be reliable, but is not guaranteed. To the best of the knowledge of the City, this Official Statement does not include any untrue statement of a material fact, nor does it omit the statement of any material fact required to be stated herein, or necessary to make the statements herein, in light of the circumstances under which they were made, not misleading.

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The execution and delivery of this Official Statement has been duly authorized by the City of Fayetteville, Arkansas.

CITY OF FAYETTEVILLE, ARKANSAS

By:_____
Mayor

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APPENDIX A

Proposed Form of Bond Counsel Opinion

Upon delivery of the Series 2026 Bonds in definitive form, Kutak Rock LLP, Little Rock, Arkansas, proposes to deliver its approving opinion in substantially the following form:

_____, 2026

City of Fayetteville, Arkansas
Fayetteville, Arkansas

Simmons Bank, as Trustee
Pine Bluff, Arkansas

Stephens Inc.
Fayetteville, Arkansas

$171,500,000*
City of Fayetteville, Arkansas
Sales and Use Tax Capital Improvement and Refunding Bonds
Series 2026

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance and sale by the City of Fayetteville, Arkansas (the "City"), a political subdivision of the State of Arkansas, of its $171,500,000* Sales and Use Tax Capital Improvement and Refunding Bonds, Series 2026 (the "Series 2026 Bonds").

The Series 2026 Bonds are being issued pursuant to the provisions of the Constitution and laws of the State of Arkansas, including, particularly, Amendment 62 and Arkansas Code Annotated §§14-164-301 *et seq.* (as from time to time amended, the "Local Government Bonds Act"), pursuant to Ordinance No. ____ of the City, duly adopted and approved on _____, 2026 (the "Authorizing Ordinance"), and pursuant to a Trust Indenture dated as of _____ 1, 2026 (the "Indenture"), by and between the City and Simmons Bank, as trustee (the "Trustee"). Reference is hereby made to the Indenture and to all indentures supplemental thereto for the provisions, among others, with respect to the conditions for the issuance of parity indebtedness by the City, with respect to the nature and extent of the security for the Series 2026 Bonds, the rights, duties and obligations of the City, the Trustee and the Holders of the Series 2026 Bonds, and the terms upon which the Series 2026 Bonds are issued and secured.

At a special election held March 3, 2026, called in accordance with the Local Government Bond Act pursuant to Ordinance No. 6920 of the City, adopted on October 21, 2025 (the "Election Ordinance"), the issuance of the Series 2026 Bonds was approved by a majority of the qualified electors of the City voting on each of the nine questions set forth on the ballot in the respective principal amounts and for the specified purposes therein described.

Reference is made to an opinion of even date herewith of Kit Williams, Esq., City Attorney, a copy of which is on file with the Trustee, with respect, among other matters, to the status and valid existence of the City, the power of the City to adopt the Election Ordinance and the Authorizing Ordinance and to enter into and perform its obligations under the Indenture, the valid adoption of the Election Ordinance and the Authorizing Ordinance, and the due authorization, execution and delivery of the Indenture by the City, and with respect to the Indenture being enforceable upon the City.

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* Preliminary; subject to change.

We have examined the law and such certified proceedings and other papers as we have deemed necessary to render this opinion. As to questions of fact material to our opinion, we have relied upon the representations of the City contained in the Election Ordinance, the Authorizing Ordinance and the Indenture and in the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The City is duly created and validly existing as a municipal corporation of the State of Arkansas. Pursuant to the Constitution and laws of the State of Arkansas, including, particularly, Amendment 62 and the Local Government Bond Act, the City is empowered to adopt the Election Ordinance and the Authorizing Ordinance, to execute and deliver the Indenture, to perform the agreements on its part contained therein, and to issue the Series 2026 Bonds.

2. The Authorizing Ordinance has been duly adopted by the City and constitutes a valid and binding obligation of the City enforceable upon the City in accordance with its terms.

3. The Indenture has been duly authorized, executed and delivered by the City and is a valid and binding obligation of the City enforceable upon the City in accordance with its terms.

4. The Series 2026 Bonds are payable from and equally and ratably secured by a valid lien on and pledge of the Trust Estate (as defined in the Indenture), including receipts of the 1.00% Sales and Use Tax (as defined in the Indenture), in the manner and to the extent provided in the Indenture. The City is duly authorized to pledge such Trust Estate, and no further action on the part of the City or any other party is required to perfect the same or the interest of the owners of the Series 2026 Bonds therein.

5. The Sales and Use Tax has been validly adopted in accordance with the Constitution and laws of the State of Arkansas, including Amendment 62 and the Local Government Bond Act, and may be validly pledged to secure the Series 2026 Bonds. As provided in the Local Government Bond Act, levy and collection of the Sales and Use Tax will commence on and as of the date of expiration of the Prior Tax (as defined in the Election Ordinance).

6. Interest on the Series 2026 Bonds (including any original issue discount properly allocable to the owner of a Series 2026 Bond) is excludable from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax imposed on individuals. The opinions described in the preceding sentence assume the accuracy of certain representations and compliance by the City with covenants designed to satisfy the requirements of the Internal Revenue Code of 1986, as amended (the "Code"), that must be met subsequent to the issuance of the Series 2026 Bonds. Failure to comply with such requirements could cause interest on the Series 2026 Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2026 Bonds. The City has covenanted to comply with such requirements. We express no opinion regarding other federal tax consequences arising with respect to the Series 2026 Bonds.

7. The interest on the Series 2026 Bonds is exempt from all state, county and municipal taxes in the State of Arkansas.

8. The Series 2026 Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Indenture is not required to be qualified under the Trust Indenture Act of 1939, as amended, in connection with the offer and sale of the Series 2026 Bonds.

It is to be understood that the rights of the registered owners of the Series 2026 Bonds and the enforceability of the Series 2026 Bonds, the Authorizing Ordinance and the Indenture may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

APPENDIX B

DEFINITIONS OF CERTAIN TERMS

The following are definitions of certain terms used in this Official Statement:

"Account" means an Account established by Article V of the Indenture.

"Act" or "Local Government Bond Act" means the Local Government Bond Act of 1985, codified as Arkansas Code Annotated Sections 14-164-301 *et seq.*, as from time to time amended.

"Additional Bonds" means Bonds in addition to the Series 2026 Bonds which are issued under the provisions of the Indenture.

"Amendment 62" means Amendment No. 62 to the Constitution of Arkansas, approved by the voters of the State on November 6, 1984.

"Annual Debt Service" means, with respect to all or any particular amount of Bonds, the Debt Service for any particular Fiscal Year required to be paid or set aside during such Fiscal Year, less the amount of such payment which is provided from the proceeds of Bonds or from sources other than Sales and Use Tax receipts.

"Aquatics/Recreation Center Project" means the design, construction and equipping of a City aquatics/recreation center, including land acquisition and ancillary improvements, as described in the Election Ordinance and eligible for financing with the proceeds of the Bonds in aggregate principal amount not to exceed $61,900,000.

"Animal Services Facility Project" means the design, construction and equipping of a City animal services facility, including land acquisition and ancillary improvements, as described in the Election Ordinance and eligible for financing with the proceeds of the Bonds in aggregate principal amount not to exceed $18,100,000.

"Authorized Representative" means either the Mayor or the Chief Financial Officer of the City and such additional persons as from time to time may be designated to act on behalf of the City by a Certificate furnished to the Trustee containing the specimen signature thereof and executed on behalf of the City by its Mayor.

"Authorizing Ordinance" means Ordinance No. _____, adopted by the City on _____, 2026, which authorized the issuance of the Series 2026 Bonds pursuant to the Indenture.

"Beneficial Owner" means any Person who acquires beneficial ownership interest in a Bond held by the Securities Depository. In determining the Beneficial Owner of any Bond, the Trustee may rely exclusively upon written representations made and information given to the Trustee by the Securities Depository or its Participants with respect to any Bond held by the Securities Depository in which a beneficial ownership interest is claimed.

"Bond Counsel" means any firm of nationally recognized municipal bond counsel selected by the City and acceptable to the Trustee.

"Bond Fund" means the fund by that name created and established in the Indenture.

"Bonds" means the Series 2026 Bonds and all Additional Bonds issued by the City pursuant to the Indenture.

"Book-Entry System" means the book-entry system maintained by the Securities Depository and described in the Indenture.

"Business Day" means any day other than (a) a Saturday or Sunday, (b) a day on which commercial banks in New York, New York, or the city in which the principal corporate trust office of the Trustee is located are authorized or required by law or executive order to close, or (c) a day on which the New York Stock Exchange or the Securities Depository is closed.

"Certificate" means a document signed by an Authorized Representative of the City attesting to or acknowledging the circumstances or other matters therein stated.

"City" means the City of Fayetteville, Arkansas, a municipality and political subdivision under the laws of the State of Arkansas.

"City Clerk" means the person holding the office and performing the duties of the City Clerk of the City.

"Closing Date" means, with respect to any series of Bonds, the date upon which there is an exchange of such series of Bonds for the proceeds representing the purchase price for such series of Bonds by the Original Purchaser or Purchasers thereof.

"Code" means the Internal Revenue Code of 1986, as from time to time amended, and applicable regulations issued or proposed thereunder.

"Completion Date" means the date upon which a particular Project (or portion thereof) is first ready for normal continuous operation, as determined by the City's Chief Financial Officer.

"Continuing Disclosure Agreement" means, collectively, each Continuing Disclosure Agreement between City and the Dissemination Agent, dated the date of issuance and delivery of a series of Bonds, as originally executed and as amended from time to time in accordance with the terms thereof.

"Costs of Issuance" means all items of expense payable or reimbursable directly or indirectly by the City and related to the authorization, sale and issuance of the Bonds, including, but not limited to, underwriting discounts, fees and expenses, election expenses, publication expenses, expenses of printing, reproducing, filing and recording documents, initial fees and charges of the Trustee and any Paying Agent, fees and expenses for legal, accounting and other professional services, rating fees, costs of securing any credit enhancement for the Bonds, costs of execution, transportation and safekeeping of the Bonds, and other costs, charges and fees incurred in connection with the foregoing.

"Costs of Issuance Fund" means the fund by that name created and established in the Indenture.

"Debt Service" means, with respect to all or any particular amount of Bonds, the total as of any particular date of computation and for any particular period of the scheduled amount of interest and amortization of principal payable on such Bonds, excluding amounts scheduled during such period which relate to principal which has been retired before the beginning of such period.

"Dissemination Agent" means the entity named as dissemination agent in each Continuing Disclosure Agreement entered into in connection with the issuance of a series of Bonds.

"Election Ordinance" means Ordinance No. 6920, adopted by the City Council on October 21, 2025, pursuant to which there was submitted to the qualified electors of the City the nine questions relating to the issuance of the Bonds.

"Event of Default" means any event of default specified in Section 801 of the Indenture.

"Existing Tax" means the one percent (1.00%) city-wide sales and use tax authorized by the Act and presently being levied and collected within the City for the purpose of securing the payment of the Prior Bonds.

"Fire Department Project" means (i) the design, construction and equipping of a fire training facility, (ii) land acquisition, design, construction and equipping of a fire station, (iii) the acquisition of firefighting vehicles, equipment and apparatus, and (iv) other ancillary improvements, all as described in the Election Ordinance and eligible for financing with the proceeds of the Bonds in aggregate principal amount not to exceed $18,650,000.

"Fiscal Year" means the 12-month period used, at any time, by the City for accounting purposes, which may be the calendar year.

"Fund" means a fund established by the Indenture.

"Government Securities" means (a) direct obligations (other than an obligation subject to variation in principal repayment) of the United States of America, (b) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by the United States of America, (c) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by any agency or instrumentality of the United States of America when such obligations are backed by the full faith and credit of the United States of America, or (d) evidences of ownership of proportionate interests in future interest and principal payments on obligations described above held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying government obligations are not available to any person claiming through the custodian or to whom the custodian may be obligated.

"Holder" or "Bondholder" or "owner of the Bonds" means the registered owner of any Bond.

"Indenture" means the Trust Indenture dated as of _____ 1, 2026, between the City and the Trustee, pursuant to which the Bonds are issued, and any amendments and supplements thereto.

"Investment Securities" means, if and to the extent the same are at the time legal for investment of Funds and Accounts held under the Indenture:

(a) cash (fully insured by the Federal Deposit Insurance Corporation);

(b) Government Securities;

(c) Federal Housing Administration debentures;

(d) The obligations of the following government-sponsored agencies which are not backed by the full faith and credit of the United States of America:

1) Federal Home Loan Mortgage Corporation (FHLMC) senior debt obligations and Participation certificates (excluded are stripped mortgage securities which are purchased at prices exceeding their principal amounts);

2) Farm Credit System (formerly Federal Land Banks, Federal Intermediate Credit Banks and Banks for Cooperatives) consolidated system-wide bonds and notes;

3) Federal Home Loan Banks (FHL Banks) consolidated debt obligations; and

4) Federal National Mortgage Association (FNMA) senior debt obligations and mortgage-backed securities (excluded are stripped mortgage securities which are purchased at prices exceeding their principal amounts);

(e) Unsecured certificates of deposit, time deposits, and bankers' acceptances (having maturities of not more than 365 days) of any bank the short-term obligations of which are rated "A-1+" or better by S&P and "Prime-1" by Moody's;

(f) Deposits the aggregate amount of which are fully insured by the Federal Deposit Insurance Corporation, in banks which have capital and surplus of at least $15 million;

(g) Commercial paper (having original maturities of not more than 270 days) rated "A-1+" by S&P and "Prime-1" by Moody's;

(h) Money market funds rated "Aam" or "AAm-G" by S&P, or better and if rated by Moody's rated "Aa2" or better;

(i) "State Obligations", which means:

1) Direct general obligations of any state of the United States of America or any subdivision or agency thereof to which is pledged the full faith and credit of a state the unsecured general obligation debt of which is rated at least "A3" by Moody's and at least "A-" by S&P, or any obligation fully and unconditionally guaranteed by any state, subdivision or agency whose unsecured general obligation debt is so rated;

2) Direct general short-term obligations of any state agency or subdivision or agency thereof described in (a) above and rated "A-1+" by S&P and "MIG-1" by Moody's; and

3) Special Revenue Bonds (as defined in the United States Bankruptcy Code) of any state or state agency described in (b) above and rated "AA-" or better by S&P and "Aa3" or better by Moody's;

(j) Pre-refunded municipal obligations rated "AAA" by S&P and "Aaa" by Moody's meeting the following requirements:

1) the municipal obligations are (1) not subject to redemption prior to maturity or (2) the trustee for the municipal obligations has been given irrevocable instructions concerning their call and redemption and the issuer of the municipal obligations has covenanted not to redeem such municipal obligations other than as set forth in such instructions;

2) the municipal obligations are secured by cash or U.S. Treasury Obligations which may be applied only to payment of the principal of, interest and premium on such municipal obligations;

3) the principal of and interest on the U.S. Treasury Obligations (plus any cash in the escrow) has been verified by the report of independent certified public accountants to be sufficient to pay in full all principal of, interest, and premium, if any, due and to become due on the municipal obligations ("Verification Report");

4) the cash or U.S. Treasury Obligations serving as security for the municipal obligations are held by an escrow agent or trustee in trust for owners of the municipal obligations;

5) no substitution of a U.S. Treasury Obligation shall be permitted except with another U.S. Treasury Obligation and upon delivery of a new Verification Report; and

6) the cash or U.S. Treasury Obligations are not available to satisfy any other claims, including those by or against the trustee or escrow agent.

"Mayor" means the person holding the office and performing the duties of the Mayor of the City.

"Original Purchaser" means the first purchaser(s) of a series of the Bonds from the City.

"Outstanding" means, as of any date of computation, Bonds theretofore or thereupon being delivered under the Indenture, except:

(a) Bonds cancelled at or prior to such date or delivered to or acquired by the Trustee at or prior to such date for cancellation;

(b) Bonds deemed to be paid in accordance with Article VII of the Indenture; and

(c) Bonds in lieu of or in exchange or substitution for which other Bonds shall have been authenticated and delivered pursuant to the Indenture.

"Parks System Project" means the design, construction and equipping of various City parks system improvements and ancillary improvements, as described in the Election Ordinance and eligible for financing with the proceeds of the Bonds in aggregate principal amount not to exceed $25,500,000.

"Participants" means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository in the Book-Entry System, as such listing of Participants exists at the time of such reference.

"Paying Agent" means any bank or trust company named by the City as the place at which the principal of and premium, if any, and interest on the Bonds are payable.

"Person" means any natural person, firm, association, corporation, limited liability company, partnership, joint stock company, joint venture, trust, unincorporated organization or firm, or a government or any agency or political subdivision thereof or other public body.

"Prior Bonds" means, collectively, (i) the City's Sales and Use Tax Capital Improvement Bonds, Series 2022, and (ii) the City's Sales and Use Tax Capital Improvement Bonds, Series 2024.

"Projects" means, collectively, the Water/Wastewater System Project, the Parks System Project, the Animal Services Facility Project, the Trails System Project, the Transportation System Project, the Sustainability Project, the Aquatics/Recreation Center Project and the Fire Department Project.

"Project Costs" means, to the extent permitted by the Act or other applicable laws, with respect to the Projects, all costs of planning, designing, purchasing, acquiring, constructing, improving, enlarging, extending, repairing, financing and placing in operation, including obtaining governmental approvals, certificates, permits and licenses with respect thereto, heretofore or hereafter paid or incurred by or on behalf of the City and which shall include, but shall not be limited to:

(a) interest accruing in whole or in part on the Bonds prior to and during construction of the Projects, including all amounts required by the Indenture to be paid from the proceeds of the Bonds into the Bond Fund;

(b) preliminary investigation and development costs, engineering fees, contractors' fees, labor costs, the cost of materials, equipment, utility services and supplies, costs of obtaining permits, licenses and approvals, costs of real property, insurance premiums, legal and financing fees and costs, administrative and general costs, and all other costs properly allocable to the acquisition, construction and equipping of the Projects and placing the same in operation;

(c) all costs relating to injury and damage claims arising out of the acquisition, construction or equipping of the Projects;

(d) all other costs incurred in connection with, and properly allocable to, the acquisition, construction and equipping of the Projects; and

(e) amounts to pay or reimburse the City or any City fund for expenses of the City incident and properly allocable to such planning, designing, purchasing, acquiring, constructing, improving, enlarging, extending, repairing, financing and placing in operation of the Projects.

"Project Fund" means the fund by that name created and established in the Indenture.

"Rating Agency" means Moody's Investors Service, S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC, or Fitch, Inc., and their respective successors and assigns. If any such corporation ceases to act as a securities rating agency, the City may appoint any nationally recognized securities rating agency as a replacement.

"Rebate Fund" means the fund by that name created and established in the Indenture.

"Record Date" means the fifteenth day of the calendar month preceding the calendar month in which an interest payment date on the Bonds occurs.

"Redemption Fund" means the fund by that name established in the Indenture.

"Requisition" means a written requisition of the City, consecutively numbered, signed by an Authorized Representative including, without limitation, the following with respect to each payment requested:

(i) the particular Project to which it relates;

(ii) the name of the Person or party to whom payment is to be made and the purpose of the payment;

(iii) the amount to be paid thereunder;

(iv) that such amount has not been previously paid by the City and is justly due and owing to the Person(s) named therein as a proper payment or reimbursement of a Project Cost; and

(v) that no Event of Default exists under the Indenture and that, to the knowledge of the Authorized Representative, no event has occurred and continues which with notice or lapse of time or both would constitute an Event of Default under the Indenture.

"Revenue Fund" means the fund by that name created and established in the Indenture.

"Sales and Use Tax" means the one percent (1.00%) city-wide sales and use tax authorized under the Act which has been levied within the City pursuant to the Election Ordinance and approved by the voters of the City, the

collection of which tax will commence on the first day following the date of expiration of the Existing Tax securing the Prior Bonds. Receipts of the Sales and Use Tax are pledged to the payment of Debt Service on the Bonds.

"Securities Depository" means The Depository Trust Company, New York, New York, or its nominee, and its successors and assigns, or any other depository institution appointed by the City or the Trustee to act as depository for the Bonds in connection with the Book-Entry System.

"Series 2026 Bonds" means the City's Sales and Use Tax Capital Improvement and Refunding Bonds, Series 2026, issued under and secured by this Indenture in the aggregate principal amount of $171,500,000*.

"State" means the State of Arkansas.

"Supplemental Indenture" means any indenture supplemental to or amendatory of the Indenture.

"Surplus Tax Receipts" shall have the meaning ascribed to such term in Section 503 of the Indenture.

"Sustainability Project" means land acquisition and the design, construction and equipping of a City recycling drop-off facility and a City household hazardous waste facility and ancillary improvements, as described in the Election Ordinance and eligible for financing with the proceeds of the Bonds in aggregate principal amount not to exceed $1,050,000.

"Tax Regulatory Agreement" means with respect to any series of tax-exempt Bonds, that Tax Regulatory Agreement of the City relating to maintenance of the excludability of interest on such Bonds from gross income for federal income tax purposes, delivered in connection with the issuance of such series of Bonds.

"Trails System Project" means the design, construction, reconstruction, extension, resurfacing and equipping of certain City trails system improvements, and ancillary improvements related thereto, as described in the Election Ordinance and eligible for financing with the proceeds of the Bonds in aggregate principal amount not to exceed $3,800,000.

"Transportation System Project" means right-of-way acquisition, planning, design, construction, reconstruction, repair, resurfacing, straightening and width modification of certain City streets and other transportation-related improvements, and ancillary improvements related thereto, as described in the Election Ordinance and eligible for financing with the proceeds of the Bonds in aggregate principal amount not to exceed $56,000,000.

"Trustee" means the banking corporation or association designated as Trustee in the Indenture, and its successor or successors as such Trustee. The original Trustee is Simmons Bank, Pine Bluff, Arkansas.

"Trust Estate" means the property described in the granting clauses of the Indenture.

"Water/Wastewater System Project" means repairs to and rehabilitation of the City's water system and upgrades to and rehabilitation of the City's Noland Wastewater Treatment Plant, as described in the Election Ordinance and eligible for financing with the proceeds of the Bonds in aggregate principal amount not to exceed $150,500,000.

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* Preliminary; subject to change.

APPENDIX C

THE SALES AND USE TAX

Sales Tax. The sales tax portion of the Sales and Use Tax is generally levied upon the gross proceeds and receipts derived from all sales to any Person within the City of the following: [TO BE UPDATED]

(a) Tangible personal property;

(b) Specified digital products;

(c) Digital codes;

(d) Natural or artificial gas, electricity, water, ice, steam, or any other tangible personal property sold as a utility or provided as a public service;

(e) Any intrastate, interstate, and international telecommunications service that is sourced in the State, any ancillary service, and any installation, maintenance, or repair service of telecommunications equipment;

(f) Service of furnishing rooms, suites, condominiums, townhouses, rental houses, or other accommodations by hotels, apartment hotels, lodging houses, tourist camps, tourist courts, property management companies, accommodations intermediaries, or any other provider of accommodations to transient guests;

(g) Service of cable television, community antenna television, and any and all other distribution of television, video, or radio services with or without the use of wires provided to subscribers, paying customers or users, including all service charges and rental charges, and including installation and repair service charges and any other charges having any connection with the providing of the said services; provided, however, sales taxes are not levied on services purchased by radio or television providers for use in providing their services;

(h) Service of initial installation, alteration, addition, cleaning, refinishing, replacement, and repair of motor vehicles, aircraft, farm machinery and implements, motors of all kinds, tires and batteries, boats, electrical appliances and devices, furniture, rugs, flooring, upholstery, household appliances, televisions and radios, jewelry, watches and clocks, engineering instruments, medical and surgical instruments, machinery of all kinds, bicycles, office machines and equipment, shoes, tin and sheet metal, mechanical tools, and shop equipment; however, the tax does not apply to (A) the repair or maintenance of railroad parts, railroad cars, and equipment brought into the City solely and exclusively for the purpose of being repaired, refurbished, modified, or converted within the City; (B) services performed on watches and clocks which are received by mail or common carrier from outside the State and which, after the service is performed, are returned to points outside the State; (C) the service of alteration, addition, cleaning, refinishing, replacement or repair of commercial jet aircraft or commercial jet aircraft components or subcomponents; (D) the repair or remanufacture of industrial metal rollers or platens that have a remanufactured nonmetallic material covering on all or a part of the roller or platen surface which are brought into the State solely and exclusively for the purpose of being repaired or remanufactured in this State and are then shipped back to the state of origin; (E) services performed by a temporary or leased employee or other contract laborer on items owned or leased by the employer; or (F) the initial installation, alteration, addition, cleaning, refinishing, replacement or repair of nonmechanical, passive or manually operated components of buildings or other improvements or structures affixed to real estate;

(i) Service of providing transportation or delivery of money, property or valuables by armored car; service of providing cleaning or janitorial work; service of pool cleaning and servicing; pager services; telephone answering services; landscaping and non-residential lawn care services; service of parking a motor vehicle or allowing a motor vehicle to be parked; service of storing a motor vehicle; service of storing furs; service of providing indoor tanning at a tanning salon; wrecker and towing services; service of collecting and disposing of solid waste; parking lot and gutter cleaning services; dry cleaning and laundry services; industrial laundry services; body piercing, tattooing, and electrolysis services; pest control services; security and alarm monitoring services; boat storage and docking fees; service of furnishing camping spaces or trailer spaces at public or privately owned campgrounds, except for federal campgrounds, on less than a month-to-month basis; locksmith services; and pet grooming and kennel services;

(j) Printing of all kinds, types, and characters, including the service of overprinting, and photography of all kinds;

(k) Tickets or admissions to places of amusement, or to athletic, entertainment or recreational events, or fees for access to or the use of amusement, entertainment, athletic or recreational facilities; provided, however, sales taxes are not levied on membership dues paid to a hunting or fishing club that are paid to obtain access to land for the primary purpose of hunting or fishing;

(l) Dues and fees to health spas, health clubs, and fitness clubs; and dues and fees to private clubs which hold any permit from the Alcoholic Beverage Control Board allowing the sale, dispensing, or serving of alcoholic beverages of any kind on the premises; provided, however, sales taxes are not levied on membership dues paid to a hunting or fishing club that are paid to obtain access to land for the primary purpose of hunting or fishing;

(m) Beer, wine, liquor, or any intoxicating beverages;

(n) Proceeds derived from the business of owning, operating, or leasing of coin-operated pinball machines, coin-operated music machines, coin-operated mechanical games, and similar devices;

(o) Contracts, including service contracts, maintenance agreements and extended warranties, which in whole or in part provide for the future performance of or payment for services which are subject to the sales tax;

(p) Any device used in playing bingo and any charge for admittance to facilities or for the right to play bingo or other games of chance;

(q) Computer software, including prewritten computer software, but not proceeds from the sale of a software maintenance contract;

(r) Service of repairing or maintaining computer equipment or hardware;

(s) Prepaid calling service or a prepaid wireless calling service and the recharge of a prepaid calling service or a prepaid wireless calling service;

(t) Lease or rental of a portable toilet on a short-term or a long-term basis, and any service associated with the lease or rental of a portable toilet provided by the lessor or otherwise;

(u) Fishing guide services;

(v) New or used heavy equipment; and

(w) Withdrawals from stock.

Exemptions from Sales Tax. As summarized below, several types of transactions have been exempted from the sales tax by the General Assembly of the State. Some of the current exemptions include the sale of:

(a) Tangible personal property, specified digital products, a digital code, or services by churches, except where such organizations may be engaged in business for profit;

(b) Tangible personal property, specified digital products, a digital code, or services by charitable organizations, except where such organizations may be engaged in business for profit;

(c) Foodstuffs in public, common, high school, or college cafeterias and lunch rooms operated primarily for teachers and pupils, and not operated primarily for the public or for profit;

(d) Newspapers;

(e) Property or services to the United States Government; motor vehicles and adaptive equipment to disabled veterans who have purchased said vehicles or adaptive equipment with financial assistance of the United States Department of Veterans Affairs; specified digital products, digital code, or tangible personal property to and leasing to the Salvation Army, Heifer Project International, Inc., Habitat for Humanity, Arkansas Symphony Orchestra Society, Inc., the Arkansas Black Hall of Fame Foundation, Inc., the Arkansas Scent Dog Association, Inc., the Boy Scouts of America, the Girl Scouts of America or any of the Scout Councils in the State, to the Boys & Girls Club of America, to the Poets' Roundtable of Arkansas, to 4-H Clubs and FFA Clubs, to the Arkansas 4-H Foundation, to the Arkansas Future Farmers of America Foundation, to the Arkansas Future Farmers of America Association, to a parent teacher organization, a parent teacher association, or a similar nonprofit organization that is affiliated with a public school, and to the Disabled American Veterans Organization;

(f) Gasoline or motor vehicle fuel on which the motor vehicle fuel or gasoline tax has been paid to the State; special fuel or petroleum products sold for consumption by vessels, barges, and other commercial watercraft and railroads; dyed distillate special fuel on which a tax has been paid; and biodiesel fuel;

(g) Property resales to persons regularly engaged in the business of reselling the articles purchased;

(h) Advertising space in newspapers and publications, billboard advertising services, and advertising on public transit buses;

(i) Publications sold through regular subscription;

(j) Gate admission at State, district, county, or township fairs or at any rodeo if the receipts derived from gate admissions to the rodeo are used exclusively for the improvement, maintenance, and operation of such rodeo, and if no part of the net earnings thereof inures to the benefit of any private stockholder or individual;

(k) Property or services which the State is prohibited by the United State Constitution and the laws of the United States or by the Arkansas Constitution from taxing or further taxing;

(l) Isolated sales not made by an established business;

(m) Cotton, seed cotton, lint cotton, baled cotton, whether compressed or not, or cotton seed in its original condition; seed for use in commercial production of an agricultural product or of seed; raw products from the farm, orchard, or garden, when the sale is made by the producer of the raw products directly to the consumer and user; livestock, poultry, poultry products, and dairy products of producers owning not more than five cows; and baby chickens;

(n) Foodstuffs to governmental agencies for free distribution to any public, penal, and eleemosynary institutions or for free distribution to the poor and needy;

(o) Rental or sale of medical equipment, for the benefit of persons enrolled in and eligible for Medicare or Medicaid programs;

(p) Tangible personal property, specified digital products, digital code, or services provided to any hospital or sanitarium operated for charitable and nonprofit purposes or any nonprofit organization whose sole purpose is to provide temporary housing to the family members of patients in a hospital or sanitarium;

(q) Used tangible personal property when the used property was (1) traded in and accepted by the seller as part of the sale of other tangible personal property; and (2) the Arkansas Gross Receipts Tax was collected and paid on the total amount of consideration for the sale of the other tangible personal property without any deduction or credit for the value of the used tangible personal property; provided, however, this exemption does not apply to transactions involving used automobiles or used aircraft;

(r) Unprocessed crude oil;

(s) Tangible personal property consisting of machinery and equipment used directly in producing, manufacturing, fabricating, assembling, processing, finishing, or packaging of articles of commerce at (i) new manufacturing or processing plants or facilities in the State or (ii) existing manufacturing or processing plants or facilities in the State if the tangible personal property is used to replace existing machinery and equipment at such plant or facilities;

(t) Property consisting of machinery and equipment required by State or federal law or regulations to be installed and utilized by manufacturing or processing plants or facilities, cities or towns in the State in order to prevent or reduce air and/or water pollution or contamination;

(u) Electricity used in the manufacture of aluminum metal by the electrolytic reduction process;

(v) Articles sold on the premises of the Arkansas Veterans Home;

(w) Automobile parts which constitute “core charges,” which are received for the purpose of securing a trade-in for the article purchased;

(x) Tangible personal property lawfully purchased with food stamps, food coupons, food instruments or vouchers in connection with certain Federal programs;

(y) Parts or other tangible personal property incorporated into or which become a part of commercial jet aircraft components or subcomponents, and the services required to incorporate the parts or other tangible personal property into a part of commercial jet aircraft components or subcomponents;

(z) Transfer of fill material by a business engaged in transporting or delivering fill material;

(aa) Long-term leases, thirty (30) days or more, of commercial trucks used for interstate transportation of goods under certain conditions;

(bb) Catalysts, chemicals, reagents, and solutions which are consumed or used in producing, manufacturing, fabricating, processing or finishing articles of commerce at manufacturing or processing plants in the State, and by manufacturing or processing plants or facilities in the State to prevent or reduce air or water pollution or contamination;

(cc) Fuel packaging materials sold to persons engaged in the business of processing hazardous and non-hazardous waste materials into fuel products at an approved site, and machinery and equipment, including analytical equipment and chemicals used directly in processing hazardous and non-hazardous waste materials into fuel products at an approved site;

(dd) Goods, wares, merchandise, or tangible personal property withdrawn or used from an established business or from the stock in trade of established reserves for consumption or use in an established business or by any other person if the goods, wares, merchandise or other tangible personal property withdrawn or used is donated to a National Guard Member, emergency service worker, or volunteer providing services to a county which has been declared a disaster area by the Governor;

(ee) Tangible personal property, specified digital products, or digital code sold by or to a car wash operator for use in an automatic car wash, a car wash tunnel, or a self-service bay or as part of an ancillary service; services to a car wash operator; and ancillary services by a car wash operator;

(ff) Tangible personal property sold at a concession stand operated by a nonprofit youth organization if all of the proceeds go to that organization;

(gg) New and used farm machinery and equipment;

(hh) Feedstuffs used in the commercial production of livestock or poultry;

(ii) Agricultural fertilizer, agricultural limestone, agricultural chemicals and water purchased from a public surface-water delivery project to reduce or replace water used for in-ground irrigation or to reduce depletion of groundwater for agriculture;

(jj) Prescription drugs by licensed pharmacists, hospitals or physicians, and oxygen sold for human use on prescription of a licensed physician;

(kk) Vessels, barges and towboats of at least fifty (50) tons load displacement and parts and labor used in the repair and construction of the same;

(ll) Bagging and other packaging and tie materials sold to and used by cotton gins in the State for packaging and/or tying baled cotton, twine which is used in the production of tomato crops, and expendable supplies for farm machinery used for baling, tying, wrapping, or sealing animal feed products;

(mm) Aircraft held for resale and used for rental or charter, whether by a business or an individual for a period not to exceed one year from the date of purchase of aircraft;

(nn) Motor vehicles sold to municipalities, counties, school districts, and State supported colleges and universities;

(oo) School buses sold to school districts and, in certain cases, to other purchasers providing school bus service to school districts;

(pp) Sale of tickets or admissions, by municipalities and counties, to places of amusement, to athletic entertainment, recreational events, or fees for the privilege of having access to or the use of amusement, entertainment, athletic or recreational facilities, including free or complimentary passes, tickets, admissions, dues or fees;

(qq) Tickets for admission to athletic events and interscholastic activities of public and private elementary and secondary schools in the State and tickets for admission to athletic events at public and private colleges and universities in the State;

(rr) Property or sales to all orphans' homes, or children's homes, which are not operated for profit and whether operated by a church, religious organization or other benevolent charitable association;

(ss) Property or services to humane societies which are not operated for profit;

(tt) New automobiles to a veteran of the United States Armed Services who is blind as a result of a service connected injury;

(uu) The first 500 kilowatt hours of electricity per month and the total franchise taxes billed to each residential customer whose household income is less than $12,000 per year;

(vv) Motor fuels to owners or operators of motor buses operated on designated streets according to regular schedule and under municipal franchise which are used for municipal transportation purposes;

(ww) Insulin and test strips for testing blood sugar levels in humans;

(xx) New motor vehicles purchased by nonprofit organizations and used for the performance of contracts with the Department of Human Services, and new motor vehicles purchased with Federal Transit Administration funds if (i) the vehicles meet minimum specifications of State purchasing law, and (ii) the vehicles are used for transportation under the Department of Human Services' programs for the aging, disabled, mentally ill, and children and family services;

(yy) Foodstuffs to nonprofit agencies;

(zz) Tangible personal property consisting of forms constructed of plaster, cardboard, fiberglass, natural fibers, synthetic fibers, or composites and which are destroyed or consumed during the manufacture of the item;

(aaa) Natural gas used as a fuel in the process of manufacturing glass;

(bbb) Sales to the Community Service Clearinghouse, Inc. of Fort Smith;

(ccc) Substitute fuel used in producing, manufacturing, fabricating, assembling, processing, finishing, or packaging of articles of commerce at manufacturing facilities or processing plants in the State;

(ddd) Railroad rolling stock manufactured for use in transporting persons or property in interstate commerce;

(eee) Parts or other tangible personal property which become a part of railroad parts, railroad cars and equipment brought into the State for the purpose of being repaired, refurbished, modified or converted within the State;

(fff) Gas produced from biomass and sold for the purpose of generating steam, hot air or electricity to be sold to the gas producer;

(ggg) Machinery, new and used equipment, and related attachments that are sold to or used by a person engaged primarily in the harvesting of timber;

(hhh) Prescriptive durable medical equipment, mobility enhancing equipment, prosthetic devices, and disposable medical equipment;

(iii) Fire protection and emergency equipment to be owned by and exclusively used by a volunteer fire department, and supplies and materials to be used in the construction and maintenance of volunteer fire departments;

(jjj) Electricity and natural gas to qualified steel, wall and floor tile manufacturers;

(kkk) Certain new and used trucks to be engaged in interstate commerce;

(lll) Textbooks, library book and other instructional materials if purchased by State school districts or public schools or by the State for free distribution to State school districts or public schools;

(mmm) Electricity used for the production of chlorine and other chemicals using a chlor-alkali manufacturing process;

(nnn) Livestock reproduction equipment and substances;

(ooo) Tangible personal property, specified digital products, digital code, or services to a qualified museum or its contractor or agent if such property is to be used in the construction, repair, expansion, or operation of the qualified museum facility;

(ppp) Natural gas and electricity in the manufacturing of tires;

(qqq) Thermal imaging equipment purchased by a county government for use by law enforcement aircraft;

(rrr) During the first weekend in August of each year only, items of clothing costing less than $100, clothing accessories and equipment costing less than $50, school art supplies, school instructional materials and school supplies;

(sss) Sale, lease or rental of kegs used to sell beer at wholesale by a wholesale manufacturer of beer;

(ttt) Electricity, liquefied petroleum gas and natural gas used by grain drying and storage facilities, qualifying agricultural structures and qualifying aquaculture and horticulture equipment;

(uuu) Dental appliances sold to or by dentists, orthodontists, oral surgeons, maxillofacial surgeons and endodontists;

(yyy) A portion of the acquisition price of new manufactured homes and modular homes;

(xxx) New and used mobile homes and used manufactured homes and modular homes;

(yyy) Telephone instruments sent into the State for refurbishing or repair and then shipped back to the state of origin;

(zzz) Industrial metal rollers sent into the State for refurbishing or repair and then shipped back to the state of origin;

(aaaa) Repair parts and labor for pollution control machinery and equipment;

(bbbb) Sales by commercial farmers of certain baling twine, net wrap, silage wrap and similar products;

(cccc) Sales of utilities used by qualifying agricultural and horticultural equipment;

(dddd) Sales of utilities used by grain drying and storage facilities;

(eeee) Sales of a service providing for the electronic transmission of a drug prescription directly to a pharmacy, including without limitation services provided directly by an electronic prescription technology company or indirectly through a pharmacy software company or pharmacy management system;

(ffff) Sales of aircraft within the State if the aircraft will be based outside of the State;

(gggg) Sales of a washer-extractor required by State law to a fire department or intergovernmental council of a county;

(hhhh) Sales of water used exclusively in the operation of a poultry farm;

(iiii) Sales of coins or currency or bullion;

(jjjj) Sales of new or used mortality composting devices to a person engaged in the commercial production of livestock or poultry; and

(kkkk) Sales of (1) data center equipment; (2) eligible data center costs; (3) services purchased for the purpose of and in conjunction with developing, acquiring, constructing, expanding, renovating, refurbishing, and operating a qualified data center; and (4) electricity used by a qualified data center.

Reference is made to "The Arkansas Gross Receipts Act of 1941," Title 26, Chapter 52 of the Arkansas Code of 1987 Annotated, for more information concerning the sales tax.

Use Tax. The use tax portion of the Sales and Use Tax is levied on every person for the privilege of storing, using, distributing or consuming within the State any article of tangible personal property, specified digital product, digital code or taxable service purchased for storage, use, distribution, or consumption within the State. The use tax applies to the use, distribution, storage or consumption of every article of tangible personal property, specified digital product, digital code, or taxable service, except as hereinafter provided. The use tax is levied on the following described tangible personal property:

(a) Property of motor carriers consisting of tractors, trailers, semitrailers, trucks, buses, and other rolling stock, including replacement tires, used directly in the transportation of persons or property in intrastate or interstate common carrier transportations;

(b) Property (except fuel) of railroads consumed in the operation of railroad rolling stock;

(c) Pipelines, including transmission lines and pumping or pressure control equipment used directly in or connected to the primary pipeline facility engaged in intrastate or interstate common carrier transportation of property;

(d) Property of airlines consisting of airplanes and navigation instruments used directly in or becoming a part of flight aircraft engaged in the transportation of persons or property in regular scheduled intrastate or interstate common carrier transportation;

(e) Property of public telephone and telegraph companies consisting of exchange equipment, lines, boards, and all accessory devices used directly in and connected to the primary facility engaged in the transmission of messages;

(f) Property of gas companies consisting of transmission and distribution pipelines and pumping or pressure control and equipment used in connection therewith used directly in a primary pipeline facility for the purpose of transporting and delivering natural gas;

(g) Property of water companies consisting of transmission and distribution lines, pumping machinery and controls used in connection therewith and cleaning or treating equipment of a primary water distribution system;

(h) Property of public electric power companies consisting of all machinery and equipment including reactor cores and related accessory devices used in the generation and production of electric power and energy, and transmission facilities consisting of the lines, including poles, towers, and other supporting structures, transmitting electric power and energy together with substations located on or attached to such lines;

(i) Computer software and the service repairing or maintaining computer equipment or hardware in any form;

(j) Tangible personal property, specified digital products, digital code, and services provided to financial institutions; and

(k) Prepaid calling service or a prepaid wireless calling service and the recharge of a prepaid calling service or a prepaid wireless calling service.

Exemptions from Use Tax. Some of the property and services exempted from the use tax by the General Assembly of the State is as follows:

(a) Property or services, the storage, use, distribution, or consumption of which the State is prohibited from taxing under the Constitution or laws of the United States of America or the State;

(b) Sales of tangible personal property, specified digital products, digital code, or services on which the sales tax under the Arkansas Gross Receipts Act of 1941 is levied;

(c) Tangible personal property, specified digital products, digital code, and services specifically exempted from taxation under the Arkansas Gross Receipts Act of 1941;

(d) Feedstuffs used in the commercial production of livestock or poultry in the State;

(e) Unprocessed crude oil;

(f) Machinery and equipment used directly in producing, manufacturing, fabricating, assembling, processing, finishing, or packaging articles of commerce at manufacturing or processing plants or facilities in the

State, including facilities and plants for manufacturing feed, processing of poultry and/or eggs and livestock and the hatching of poultry and such equipment is either (1) purchased to create or expand manufacturing or processing plants in the State, (2) purchased to replace existing machinery and used directly in producing, manufacturing, fabricating, assembling, processing, finishing or packaging of articles of commerce at manufacturing or processing plants in the State, or (3) required by State or federal laws, rules or regulations to be installed and utilized by manufacturing or processing plants to prevent or reduce air and/or water pollution or contamination;

(g) Modular homes constructed with materials on which the sales or use tax has once been paid;

(h) Aircraft, aircraft equipment, and railroad parts, cars, and equipment, and tangible personal property owned or leased by aircraft, airmotive, or railroad companies, brought into the State solely and exclusively for refurbishing, conversion, or modification within the State and not used or intended for use within the State;

(i) Aircraft, aircraft equipment, and railroad parts, cars, and equipment, and tangible personal property owned or leased by aircraft, airmotive, or railroad companies, brought into the State solely and exclusively for storage for use outside or inside the State;

(j) Vessels, barges, and towboats of at least a fifty-ton load displacement and parts and labor used in the repair and construction of them;

(k) Motor fuels sold to the owners or operators of motor buses operated on designated streets according to regular schedule, under municipal franchise, which are used for municipal transportation purposes;

(l) Agricultural fertilizer, agricultural limestone and agricultural chemicals;

(m) All new and used motor vehicles, trailers or semitrailers that are purchased for a total consideration of less than $4,000;

(n) Any tangible personal property, specified digital products, digital code, or taxable services used, consumed, distributed, or stored in the State upon which a like tax, equal to or greater than the Arkansas Compensating (Use) Tax, has been paid in another state;

(o) Dental appliances sold by or to dentists or certain other professionals;

(p) Forms constructed of plaster, cardboard, fiberglass, natural fibers, synthetic fibers, or composites and which are destroyed or consumed during the manufacture of the item;

(q) Natural gas used as fuel in the process of manufacturing glass;

(r) Sales to the Community Service Clearinghouse, Inc. of Fort Smith;

(s) Foodstuffs to nonprofit agencies;

(t) Railroad rolling stock manufactured for use in transporting persons or property in interstate commerce;

(u) Tangible personal property or services to a nonprofit blood donation organization;

(v) Prescriptive durable medical equipment, mobility enhancing equipment, prosthetic devices, and disposable medical equipment;

(w) Fire protection and emergency equipment to be owned by and exclusively used by a volunteer fire department, and supplies and materials to be used in the construction and maintenance of volunteer fire departments;

(x) Electricity and natural gas to qualified steel and wall and floor tile manufacturers;

(y) Certain new or used trucks to be engaged in interstate commerce;

(z) Utilities used by qualifying agricultural or horticultural equipment;

(aa) Utilities used by grain drying and storage facilities;

(bb) Tangible personal property, specified digital products, digital code, or services to a qualified museum or its contractor or agent if such property is to be used in the construction, repair, expansion, or operation of the qualified museum facility; and

(cc) Machinery and equipment purchased to modify, replace, or repair, either in whole or in part, existing machinery, equipment, molds or dies used directly in producing, manufacturing, fabricating, assembling, processing, finishing, or packaging articles of commerce at a manufacturing or processing plant or facility in the State, and services relating to the initial installation, alteration, addition, cleaning, refinishing, replacement, or repair of such machinery and equipment.

Reference is made to "The Arkansas Compensation (Use) Tax Act of 1949," Title 26, Chapter 53 of the Arkansas Code of 1987 Annotated, for more information concerning the use tax.

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KUTAK ROCK LLP
DRAFT 06/18/2026

CITY OF FAYETTEVILLE, ARKANSAS

to

SIMMONS BANK
as Trustee

TRUST INDENTURE

Dated as of _____ 1, 2026

Providing for:

$_____
City of Fayetteville, Arkansas
Sales and Use Tax Capital Improvement and Refunding Bonds
Series 2026

Prepared by:

Kutak Rock LLP
124 West Capitol Avenue, Suite 2000
Little Rock, Arkansas 72201

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TRUST INDENTURE

THIS TRUST INDENTURE dated as of _____ 1, 2026, by and between the **CITY OF FAYETTEVILLE, ARKANSAS** (the "City"), a city of the first class organized under and existing by virtue of the laws of the State of Arkansas, and **SIMMONS BANK,** as trustee (the "Trustee"), a banking corporation organized under and existing by virtue of the laws of the State of Arkansas and having its principal corporate trust office in Pine Bluff, Arkansas;

W I T N E S S E T H:

WHEREAS, the people of the State of Arkansas (the "State") by the adoption of Amendment No. 62 to the Constitution of the State, approved November 6, 1984 ("Amendment 62"), have authorized cities and counties in the State to issue bonds, upon voter approval, to finance certain capital improvements of a public nature, and to secure said bonds by a pledge of the proceeds of certain taxes; and

WHEREAS, the provisions of Amendment 62 have been implemented by the Local Government Bond Act of 1985, codified as Arkansas Code Annotated Sections 14-164-301 *et seq.* (as from time to time amended, the "Act"); and

WHEREAS, the City Council of the City has previously determined that there is a great need for a source of revenue to finance all or a portion of the costs of (i) water and wastewater system rehabilitation and improvements (the "Water/Wastewater System Project"), (ii) parks system and related improvements (the "Parks System Project"), (iii) an animal services facility and related improvements (the "Animal Services Facility Project"), (iv) trail system and related improvements (the "Trails System Project"), (v) streets and transportation-related improvements (the "Transportation System Project"), (vi) a recycling drop-off facility and a household hazardous waste facility and related improvements (the "Sustainability Project"), (vii) an aquatics/recreation center and related improvements (the "Aquatics/Recreation Center Project") and (viii) a fire training facility and fire station construction and related improvements and the acquisition of firefighting vehicles, equipment and apparatus (the "Fire Department Project"); and

WHEREAS, the City Council has further determined that additional revenues can be obtained to finance such critical capital improvement needs by restructuring the City's existing indebtedness secured by sales and use tax receipts through the refunding of the Prior Bonds (defined below) and the rededication of said sales and use tax receipts to new bonded indebtedness; and

WHEREAS, the City is authorized and empowered under the provisions of the Constitution and laws of the State of Arkansas, including particularly Amendment 62 and the Act, to issue and sell its capital improvement bonds to finance and refinance the costs of various capital improvements such as those comprising the Water/Wastewater System Project, the Parks System Project, the Animal Services Facility Project, the Trails System Project, the Transportation System Project, the Sustainability Project, the Aquatics/Recreation Center Project and the Fire Department

Project (collectively, the "Projects"), which capital improvement bonds may be secured by and payable from the receipts of the special city-wide sales and use tax authorized by the Act; and

WHEREAS, pursuant to such authority, the City has previously issued and there are presently outstanding (i) its Sales and Use Tax Capital Improvement Bonds, Series 2022, in the aggregate principal amount of $_____ (the "Series 2022 Bonds"), and (ii) its Sales and Use Tax Capital Improvement Bonds, Series 2024, in the aggregate principal amount of $_____ (the "Series 2024 Bonds," and together with the Series 2022 Bonds, the "Prior Bonds"); and

WHEREAS, pursuant to Amendment 62 and the Act and the provisions of Ordinance No. 6920 of the City, adopted and approved on October 21, 2025 (the "Election Ordinance"), there was submitted to the qualified electors of the City nine questions regarding (i) the issuance of not to exceed $40,000,000 in principal amount of refunding bonds for the purpose of redeeming the Prior Bonds, and (ii) the issuance of an aggregate of not to exceed $335,500,000 in principal amount of capital improvement bonds for the purpose of financing the various capital improvements comprising the Projects, said bonds to be secured by a pledge of and lien upon all of the receipts of a special city-wide sales and use tax levied at the rate of one percent (1.00%) pursuant to the Act (the "Sales and Use Tax"); and

WHEREAS, at a special election held March 3, 2026, a majority of the qualified electors of the City voting on each of the nine questions approved the issuance of refunding bonds and capital improvement bonds in the principal amounts and for each of the specific purposes set forth on the ballot (and the corresponding levy of the Sales and Use Tax, and the pledge of the receipts thereof to the payment of the bonds); and

WHEREAS, pursuant to the provisions of Ordinance No. ____ of the City, adopted by the City Council on _____, 2026 (the "Authorizing Ordinance"), and in accordance with the provisions of Amendment 62 and the Act, the City proposes to issue its Sales and Use Tax Capital Improvement and Refunding Bonds, Series 2026, in the aggregate principal amount of not to exceed $_____ (the "Series 2026 Bonds"), in order to provide for the funding of a portion of the costs of the Water/Wastewater System Project, the Parks System Project, the Animal Services Facility Project, the Trails System Project, the Transportation System Project, the Sustainability Project, the Aquatics/Recreation Center Project and the Fire Department Project and for the defeasance and redemption of the Prior Bonds; and

WHEREAS, the City has further determined to enter into this Indenture to authorize the issuance of and to secure the Series 2026 Bonds by granting to the Trustee a pledge and assignment of the interests and other rights herein contained, and certain funds and accounts created hereby; and

WHEREAS, the Series 2026 Bonds are to be dated, bear interest, mature and be subject to redemption as hereinafter in this Indenture set forth in detail; and

WHEREAS, provision is made in this Indenture for the issuance of Additional Bonds (hereinafter defined) upon compliance with certain conditions set forth herein; and

WHEREAS, the execution and delivery of this Indenture and the issuance of the Series 2026 Bonds have been in all respects duly and validly confirmed, authorized and approved under the provisions of the Authorizing Ordinance; and

WHEREAS, all things necessary to make the Series 2026 Bonds, when authenticated by the Trustee and issued as in this Indenture provided, the valid, binding and legal obligations of the City according to the import thereof, and to constitute this Indenture a valid pledge of the receipts of the Sales and Use Tax to the payment of the principal of, premium, if any, and interest on the Series 2026 Bonds, as specified in and in accordance with the provisions hereof, have been done and performed, and the creation, execution and delivery of this Indenture and the creation, execution, issuance and delivery of the Series 2026 Bonds, subject to the terms hereof, have in all respects been duly authorized;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THIS INDENTURE WITNESSETH:

That the City, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created, and of the purchase and acceptance of the Series 2026 Bonds by the Holders and owners thereof, and the sum of Ten Dollars ($10.00), lawful money of the United States of America, to it duly paid by the Trustee, at or before the execution and delivery of these presents, and for other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to secure the payment of the principal of, premium, if any, and interest on the Series 2026 Bonds and all Additional Bonds (hereinafter defined), if any, according to their tenor and effect, and to secure the performance and observance by the City of all the covenants expressed or implied herein and in the Series 2026 Bonds and Additional Bonds (collectively, the "Bonds"), subject to all of the provisions hereof, does hereby grant, bargain, sell, convey, mortgage, assign, transfer and pledge unto the Trustee, and unto its successor or successors in trust, and to them and their assigns forever, for the securing of the performance of the obligations of the City hereinafter set forth the following:

1.

Subject only to the provisions of this Indenture permitting the application thereof for the purposes and on the terms and conditions set forth herein, (i) the proceeds of the sale of the Bonds, (ii) all receipts from the Sales and Use Tax, which are hereby irrevocably assigned and pledged to secure all obligations under this Indenture, and (iii) the Revenue Fund, Bond Fund, Project Fund and Redemption Fund established by this Indenture, including the investment earnings thereon, if any.

2.

Any and all other properties, rights and interests of every kind and nature from time to time which have been, are hereby, or hereafter are, by delivery or by writing or transfer of any kind, conveyed, mortgaged, pledged, assigned or transferred, as and for additional security hereunder, by the City or by any other Person, firm or corporation, or with the written consent of the City, to

the Trustee, which is hereby authorized to receive any and all such properties, rights and interests at any time and at all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD all the same (the "Trust Estate") with all privileges and appurtenances hereby conveyed and assigned, or agreed or intended so to be, to the Trustee and its successors in said trusts and to them and their assigns forever;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of all owners of the said Bonds issued under and secured by this Indenture without privilege, priority or distinction as to lien or otherwise of any of the Bonds over any of the other Bonds; provided, however, that if the City, its successors or assigns, shall well and truly pay, or cause to be paid, the principal of, premium, if any, and interest due on the Bonds, at the times and in the manner provided in the Bonds, according to the true intent and meaning thereof, and shall make the payments as required under this Indenture or shall provide, as permitted hereby, for the payment thereof by depositing or causing to be deposited with the Trustee the entire amount due or to become due thereon, and shall well and truly keep, perform and observe all of the covenants and conditions pursuant to the terms of this Indenture to be kept, and shall pay to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments or deposits this Indenture and the lien and rights hereby granted shall cease, determine and be void; otherwise, this Indenture is to be and remain in full force and effect.

THIS INDENTURE FURTHER WITNESSETH that, and it is expressly declared that, all Bonds issued and secured hereunder are to be issued, authenticated and delivered and all revenues and income hereby pledged are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective owners from time to time of the Bonds or any part thereof, as follows, that is to say:

ARTICLE I

DEFINITIONS

Section 101. Definitions. In addition to the words and terms elsewhere defined in this Indenture, the following words and terms as used in this Indenture shall have the following meanings:

"Account" means an Account established by Article V of this Indenture.

"Act" means the Local Government Bond Act of 1985, codified as Arkansas Code Annotated Sections 14-164-301 *et seq.*, as from time to time amended.

"Additional Bonds" mean Bonds in addition to the Series 2026 Bonds which are issued under the provisions of Section 212 of this Indenture.

"Amendment 62" means Amendment No. 62 to the Constitution of Arkansas, approved by the voters of the State on November 6, 1984.

"Animal Services Facility Project" means the design, construction and equipping of a City animal services facility, including land acquisition and ancillary improvements, as described in the Election Ordinance and eligible for financing with the proceeds of the Bonds in aggregate principal amount not to exceed $18,100,000.

"Annual Debt Service" means, with respect to all or any particular amount of Bonds or Subordinate Obligations, as the case may be, the Debt Service for any particular Fiscal Year required to be paid or set aside during such Fiscal Year, less the amount of such payment which is provided from the proceeds of the sale of Bonds or Subordinate Obligations or from sources other than Sales and Use Tax receipts.

"Aquatics/Recreation Center Project" means the design, construction and equipping of a City aquatics/recreation center, including land acquisition and ancillary improvements, as described in the Election Ordinance and eligible for financing with the proceeds of the Bonds in aggregate principal amount not to exceed $61,900,000.

"Authorized Representative" means either the Mayor or the Chief Financial Officer of the City and such additional persons as from time to time may be designated to act on behalf of the City by a Certificate furnished to the Trustee containing the specimen signature thereof and executed on behalf of the City by its Mayor.

"Authorizing Ordinance" means Ordinance No. ____, adopted by the City on _____, 2026, which authorized the issuance of the Series 2026 Bonds pursuant to this Indenture.

"Beneficial Owner" means any Person who acquires beneficial ownership interest in a Bond held by the Securities Depository. In determining the Beneficial Owner of any Bond, the Trustee may rely exclusively upon written representations made and information given to the Trustee by the Securities Depository or its Participants with respect to any Bond held by the Securities Depository in which a beneficial ownership interest is claimed.

"Bond Counsel" means any firm of nationally recognized municipal bond counsel selected by the City and acceptable to the Trustee.

"Bond Fund" means the fund by that name created and established in Section 501 of this Indenture.

"Bonds" means the Series 2026 Bonds and all Additional Bonds issued by the City pursuant to this Indenture. Except to the extent provided in Section 209 hereof and except for refunding bonds issued under the provisions of Section 212 hereof, the aggregate principal amount of Bonds issued hereunder shall not exceed $375,500,000.

"Book-Entry System" means the book-entry system maintained by the Securities Depository described in Section 216 of this Indenture.

"Business Day" means any day other than (a) a Saturday or Sunday, (b) a day on which commercial banks in New York, New York, or the city in which the principal corporate trust office of the Trustee is located are authorized or required by law or executive order to close, or (c) a day on which the New York Stock Exchange or the Securities Depository is closed.

"Certificate" means a document signed by an Authorized Representative of the City attesting to or acknowledging the circumstances or other matters therein stated.

"City" means the City of Fayetteville, Arkansas, a municipality and political subdivision under the laws of the State of Arkansas.

"City Clerk" means the person holding the office and performing the duties of the City Clerk of the City.

"Closing Date" means, with respect to any series of Bonds, the date upon which there is an exchange of such series of Bonds for the proceeds representing the purchase price for such series of Bonds by the Original Purchaser or Purchasers thereof.

"Code" means the Internal Revenue Code of 1986, as from time to time amended, and applicable regulations issued or proposed thereunder.

"Completion Date" means the date upon which a particular Project (or portion thereof) is first ready for normal continuous operation, as determined by the City's Chief Financial Officer.

"Continuing Disclosure Agreement" means, collectively, each Continuing Disclosure Agreement between the City and the Dissemination Agent, dated the date of issuance and delivery of a series of Bonds, as originally executed and as amended from time to time in accordance with the terms thereof.

"Costs of Issuance" means all items of expense payable or reimbursable directly or indirectly by the City and related to the authorization, sale and issuance of the Bonds, including, but not limited to, underwriting discounts, fees and expenses, election expenses, publication expenses, expenses of printing, reproducing, filing and recording documents, initial fees and charges of the Trustee and any Paying Agent, fees and expenses for legal, accounting and other professional services, rating fees, costs of securing any credit enhancement for the Bonds, costs of execution, transportation and safekeeping of the Bonds, and other costs, charges and fees incurred in connection with the foregoing.

"Costs of Issuance Fund" means the fund by that name created and established in Section 501 of this Indenture.

"Debt Service" means, with respect to all or any particular amount of Bonds or Subordinate Obligations, as the case may be, the total as of any particular date of computation and for any particular period of the scheduled amount of interest and amortization of principal payable on such Bonds or Subordinate Obligations, excluding amounts scheduled during such period which relate to principal which has been retired before the beginning of such period.

"Dissemination Agent" means the entity named as dissemination agent in each Continuing Disclosure Agreement entered into in connection with the issuance of a series of Bonds.

"Election Ordinance" means Ordinance No. 6920, adopted by the City Council on October 21, 2025, pursuant to which there was submitted to the qualified electors of the City the nine questions relating to the issuance of the Bonds.

"Event of Default" means any event of default specified in Section 801 hereof.

"Existing Tax" means the one percent (1.00%) city-wide sales and use tax authorized by the Act and presently being levied and collected within the City for the purpose of securing the payment of the Prior Bonds.

"Fire Department Project" means (i) the design, construction and equipping of a fire training facility, (ii) land acquisition, design, construction and equipping of a fire station, (iii) the acquisition of firefighting vehicles, equipment and apparatus, and (iv) other ancillary improvements, all as described in the Election Ordinance and eligible for financing with the proceeds of the Bonds in aggregate principal amount not to exceed $18,650,000.

"Fiscal Year" means the 12-month period used, at any time, by the City for accounting purposes, which may be the calendar year.

"Fund" means a fund established by Article V of this Indenture.

"Government Securities" means (i) direct obligations (other than an obligation subject to variation in principal repayment) of the United States of America, (ii) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by the United States of America, (iii) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by any agency or instrumentality of the United States of America when such obligations are backed by the full faith and credit of the United States of America, or (iv) evidences of ownership of proportionate interests in future principal and interest payments on obligations described above held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying government obligations are not available to any person claiming through the custodian or to whom the custodian may be obligated.

"Holder" or "Bondholder" or "owner of the Bonds" means the registered owner of any Bond.

"Indenture" means this Trust Indenture dated as of _____ 1, 2026, between the City and the Trustee, pursuant to which the Bonds are issued, and any amendments and supplements hereto.

"Investment Securities" means, if and to the extent the same are at the time legal for investment of Funds and Accounts held under this Indenture:

(a) Cash (fully insured by the Federal Deposit Insurance Corporation);

(b) Government Securities;

(c) Federal Housing Administration debentures;

(d) The obligations of the following government-sponsored agencies which are not backed by the full faith and credit of the United States of America:

(1) Federal Home Loan Mortgage Corporation (FHLMC) senior debt obligations and Participation certificates (excluded are stripped mortgage securities which are purchased at prices exceeding their principal amounts);

(2) Farm Credit System (formerly Federal Land Banks, Federal Intermediate Credit Banks and Banks for Cooperatives) consolidated system-wide bonds and notes;

(3) Federal Home Loan Banks (FHL Banks) consolidated debt obligations; and

(4) Federal National Mortgage Association (FNMA) senior debt obligations and mortgage-backed securities (excluded are stripped mortgage securities which are purchased at prices exceeding their principal amounts);

(e) Unsecured certificates of deposit, time deposits, and bankers' acceptances (having maturities of not more than 365 days) of any bank the short-term obligations of which are rated "A-1+" or better by S&P and "Prime-1" by Moody's;

(f) Deposits the aggregate amount of which are fully insured by the Federal Deposit Insurance Corporation, in banks which have capital and surplus of at least $15 million;

(g) Commercial paper (having original maturities of not more than 270 days) rated "A-1+" by S&P and "Prime-1" by Moody's;

(h) Money market funds rated "Aam" or "AAm-G" by S&P, or better and if rated by Moody's rated "Aa2" or better;

(i) "State Obligations", which means:

(1) Direct general obligations of any state of the United States of America or any subdivision or agency thereof to which is pledged the full faith and credit of a state the unsecured general obligation debt of which is rated at least "A3" by Moody's and at least "A-" by S&P, or any obligation fully and unconditionally guaranteed by any state, subdivision or agency whose unsecured general obligation debt is so rated;

(2) Direct general short-term obligations of any state agency or subdivision or agency thereof described in (a) above and rated "A-1+" by S&P and "MIG-1" by Moody's; and

(3) Special Revenue Bonds (as defined in the United States Bankruptcy Code) of any state or state agency described in (b) above and rated "AA-" or better by S&P and "Aa3" or better by Moody's;

(j) Pre-refunded municipal obligations rated "AAA" by S&P and "Aaa" by Moody's meeting the following requirements:

(1) the municipal obligations are (I) not subject to redemption prior to maturity or (II) the trustee for the municipal obligations has been given irrevocable instructions concerning their call and redemption and the issuer of the municipal obligations has covenanted not to redeem such municipal obligations other than as set forth in such instructions;

(2) the municipal obligations are secured by cash or U.S. Treasury Obligations which may be applied only to payment of the principal of, interest and premium on such municipal obligations;

(3) the principal of and interest on the U.S. Treasury Obligations (plus any cash in the escrow) has been verified by the report of independent certified public accountants to be sufficient to pay in full all principal of, interest, and premium, if any, due and to become due on the municipal obligations ("Verification Report");

(4) the cash or U.S. Treasury Obligations serving as security for the municipal obligations are held by an escrow agent or trustee in trust for owners of the municipal obligations;

(5) no substitution of a U.S. Treasury Obligation shall be permitted except with another U.S. Treasury Obligation and upon delivery of a new Verification Report; and

(6) the cash or U.S. Treasury Obligations are not available to satisfy any other claims, including those by or against the trustee or escrow agent.

"Mayor" means the person holding the office and performing the duties of the Mayor of the City.

"Original Purchaser" means the first purchaser(s) of a series of Bonds from the City.

"Outstanding" means, as of any date of computation, Bonds theretofore or thereupon being delivered under this Indenture, except:

(a) Bonds cancelled at or prior to such date or delivered to or acquired by the Trustee at or prior to such date for cancellation;

(b) Bonds deemed to be paid in accordance with Article VII of this Indenture; and

(c) Bonds in lieu of or in exchange or substitution for which other Bonds shall have been authenticated and delivered pursuant to this Indenture.

"Parks System Project" means the design, construction and equipping of various City parks system improvements and ancillary improvements, as described in the Election Ordinance and eligible for financing with the proceeds of the Bonds in aggregate principal amount not to exceed $25,500,000.

"Participants" means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository in the Book-Entry System, as such listing of Participants exists at the time of such reference.

"Paying Agent" means any bank or trust company named by the City as the place at which the principal of and premium, if any, and interest on the Bonds are payable.

"Person" means any natural person, firm, association, corporation, limited liability company, partnership, joint stock company, joint venture, trust, unincorporated organization or firm, or a government or any agency or political subdivision thereof or other public body.

"Prior Bonds" means, collectively, (i) the City's Sales and Use Tax Capital Improvement Bonds, Series 2022, and (ii) the City's Sales and Use Tax Capital Improvement Bonds, Series 2024.

"Projects" means, collectively, the Water/Wastewater System Project, the Parks System Project, the Animal Services Facility Project, the Trails System Project, the Transportation System Project, the Sustainability Project, the Aquatics/Recreation Center Project and the Fire Department Project.

"Project Costs" means, to the extent permitted by the Act or other applicable laws, with respect to the Projects, all costs of planning, designing, purchasing, acquiring, constructing, improving, enlarging, extending, repairing, financing and placing in operation, including obtaining governmental approvals, certificates, permits and licenses with respect thereto, heretofore or hereafter paid or incurred by or on behalf of the City and which shall include, but shall not be limited to:

(a) interest accruing in whole or in part on the Bonds prior to and during construction of the Projects, including all amounts required by this Indenture to be paid from the proceeds of the Bonds into the Bond Fund;

(b) preliminary investigation and development costs, engineering fees, contractors' fees, labor costs, the cost of materials, equipment, utility services and supplies,

costs of obtaining permits, licenses and approvals, costs of real property, insurance premiums, legal and financing fees and costs, administrative and general costs, and all other costs properly allocable to the acquisition, construction and equipping of the Projects and placing the same in operation;

(c) all costs relating to injury and damage claims arising out of the acquisition, construction or equipping of the Projects;

(d) all other costs incurred in connection with, and properly allocable to, the acquisition, construction and equipping of the Projects; and

(e) amounts to pay or reimburse the City or any City fund for expenses of the City incident and properly allocable to such planning, designing, purchasing, acquiring, constructing, improving, enlarging, extending, repairing, financing and placing in operation of the Projects.

"Project Fund" means the fund by that name created and established in Section 501 of this Indenture.

"Rating Agency" means Moody's Investors Service, S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC, or Fitch, Inc., and their respective successors and assigns. If any such corporation ceases to act as a securities rating agency, the City may appoint any nationally recognized securities rating agency as a replacement.

"Rebate Fund" means the fund by that name created and established in Section 501 of this Indenture.

"Record Date" means the fifteenth day of the calendar month preceding the calendar month in which an interest payment date on the Bonds occurs.

"Redemption Fund" means the fund by that name established in Section 501 of this Indenture.

"Requisition" means a written requisition of the City, consecutively numbered, signed by an Authorized Representative including, without limitation, the following with respect to each payment requested:

(i) the particular Project to which it relates,

(ii) the name of the person or party to whom payment is to be made and the purpose of the payment,

(iii) the amount to be paid thereunder;

(iv) that such amount has not been previously paid by the City and is justly due and owing to the person(s) named therein as a proper payment or reimbursement of a Project Cost; and

(v) that no Event of Default exists under the Indenture and that, to the knowledge of the Authorized Representative, no event has occurred and continues which with notice or lapse of time or both would constitute an Event of Default under the Indenture.

"Revenue Fund" means the fund by that name created and established in Section 501 of this Indenture.

"Sales and Use Tax" means the one percent (1.00%) city-wide sales and use tax authorized under the Act which has been levied within the City pursuant to the Election Ordinance and approved by the voters of the City, the collection of which tax will commence on the first day following the date of expiration of the Existing Tax securing the Prior Bonds. Receipts of the Sales and Use Tax are pledged to the payment of Debt Service on the Bonds.

"Securities Depository" means The Depository Trust Company, New York, New York, or its nominee, and its successors and assigns, or any other depository institution appointed by the City or the Trustee to act as depository for the Bonds in connection with the Book-Entry System.

"Series 2026 Bonds" means the City's Sales and Use Tax Capital Improvement and Refunding Bonds, Series 2026, issued under and secured by this Indenture in the aggregate principal amount of $_____.

"State" means the State of Arkansas.

"Sustainability Project" means land acquisition and the design, construction and equipping of a City recycling drop-off facility and a City household hazardous waste facility and ancillary improvements, as described in the Election Ordinance and eligible for financing with the proceeds of the Bonds in aggregate principal amount not to exceed $1,050,000.

"Subordinate Obligations" means debt obligations of the City secured by a pledge of the receipts from the Sales and Use Tax that is subordinate to the lien thereon securing the payment of the Bonds, as permitted by the provisions of Section 214 of this Indenture.

"Supplemental Indenture" means any indenture supplemental to or amendatory of this Indenture, adopted by the City in accordance with Article X hereof.

"Surplus Tax Receipts" shall have the meaning ascribed to such term in Section 503 hereof.

"Tax Compliance Agreement" means with respect to any series of tax-exempt Bonds, that Tax Compliance Agreement of the City relating to maintenance of the excludability of interest on such Bonds from gross income for federal income tax purposes, delivered in connection with the issuance of such series of Bonds.

"Trails System Project" means the design, construction, reconstruction, extension, resurfacing and equipping of certain City trails system improvements, and ancillary improvements related thereto, as described in the Election Ordinance and eligible for financing with the proceeds of the Bonds in aggregate principal amount not to exceed $3,800,000.

"Transportation System Project" means right-of-way acquisition, planning, design, construction, reconstruction, repair, resurfacing, straightening and width modification of certain City streets and other transportation-related improvements, and ancillary improvements related thereto, as described in the Election Ordinance and eligible for financing with the proceeds of the Bonds in aggregate principal amount not to exceed $56,000,000.

"Trustee" means the banking corporation or association designated as Trustee in the Indenture, and its successor or successors as such Trustee. The original Trustee is Simmons Bank, Pine Bluff, Arkansas.

"Trust Estate" means the property described in the granting clauses of this Indenture.

"Water/Wastewater System Project" means repairs to and rehabilitation of the City's water system and upgrades to and rehabilitation of the City's Noland Wastewater Treatment Plant, as described in the Election Ordinance and eligible for financing with the proceeds of the Bonds in aggregate principal amount not to exceed $150,500,000.

Section 102. Use of Words. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words "Bond", "owner", "holder" and "person" shall include the plural, as well as the singular, number.

ARTICLE II

THE BONDS

Section 201. Security for the Bonds. (a) The Bonds are special and limited obligations of the City payable as to principal, premium, if any, and interest solely out of the Trust Estate. The Trust Estate is hereby pledged, appropriated and assigned to the payment of the principal of, premium, if any, and interest on the Bonds, all in accordance with their terms and the provisions of this Indenture. The Bonds do not constitute an indebtedness for which the faith and credit of the State of Arkansas or the City is pledged within the meaning of any Constitutional or statutory limitation. The Bonds shall never constitute an obligation of or a charge against the general credit or general taxing powers of the City.

(b) The pledge, charge, lien, trusts and assignments made herein with respect to the Trust Estate shall be valid and binding, and shall be deemed continuously perfected from the time of issuance of the Series 2026 Bonds, and the Trust Estate shall thereupon be immediately subject to the pledge, charge, lien, trust and assignment created hereby upon receipt thereof by or for the City or by the Trustee or the Paying Agent hereunder, without any physical delivery, segregation thereof or further act, and such pledge, charge, lien, trust and assignment shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the City, irrespective of whether such parties have notice thereof.

(c) The Bonds shall be equally and ratably payable and secured hereunder without priority by reason of date of adoption of this Indenture or any Supplemental Indenture authorizing their issuance or by reason of their series, number, date, date of issue, execution, authentication or

sale, or otherwise. So long as any of the Series 2026 Bonds are Outstanding, all Surplus Tax Receipts shall be allocated to the redemption of the Series 2026 Bonds.

(d) So long as any Bonds are Outstanding under the provisions of this Indenture, all receipts derived from the Sales and Use Tax shall be deemed to be necessary to accomplish the purposes of the City and shall be subject to the covenants and agreements set forth in this Indenture, and no such revenues or receipts shall ever be used or deposited otherwise except as herein expressly permitted.

(e) The City covenants, as permitted by the Act, that while any of the Bonds are Outstanding it will use due diligence in causing the collection of the Sales and Use Tax. Nothing herein shall prohibit the City from increasing any sales and use tax from time to time, to the extent permitted by law, and no part of the revenues or receipts derived by the City from any such increase shall become part of the receipts derived from the Sales and Use Tax unless authorized and pledged by a Supplemental Indenture.

Section 202. Authorized Amount. There is hereby authorized the issuance of bonds of the City to be designated "Sales and Use Tax Capital Improvement and Refunding Bonds, Series 2026" in the principal amount of _____ Dollars ($_____) (the "Series 2026 Bonds"). No Bonds may be issued under the provisions of this Indenture except in accordance with this Article II. The total principal amount of Bonds that may be issued hereunder is hereby expressly limited to $375,500,000, except as provided in Section 209 and except for refunding bonds issued under the provisions of Section 212 hereof.

Section 203. Details of Series 2026 Bonds. The Series 2026 Bonds (i) shall be designated "City of Fayetteville, Arkansas Sales and Use Tax Capital Improvement and Refunding Bonds, Series 2026," (ii) shall be in the aggregate principal amount of $_____, (iii) shall be dated as of the date of their delivery, (iv) shall bear interest from such date at the rates hereinafter provided until paid, payable semiannually on May 1 and November 1 of each year, commencing _____ 1, 202_, (v) shall be issued in denominations of $5,000 each, or any integral multiple thereof, (vi) shall be numbered from R26-1 upwards in order of issuance according to the records of the Trustee, and (vii) shall mature, unless sooner redeemed in the manner in this Indenture set forth, on November 1 in each of the years and in the amounts set forth in the following table, which table also sets forth the interest rates for the Series 2026 Bonds:

Year (November 1)	Principal Amount	Interest Rate
2027	$	%
2028		%
2029		%
2030		%
2031		%
2032		
2033		%
20__		%
20__		%
20__		%

Section 204. Form of Bonds. (a) The Series 2026 Bonds shall be initially issued as fully registered Bonds, without coupons, in the form of _____ typewritten bond certificates (one for each maturity) to be delivered to the Securities Depository. Each such certificate shall be initially registered in the name of the nominee of the Securities Depository, and no Beneficial Owner will receive a certificate representing his interest in the Series 2026 Bonds, except upon the occurrence of the events described in Section 216 hereof. Beneficial Owners shall be deemed to have waived any right to receive a bond certificate except under the circumstances described in Section 216. The Series 2026 Bonds and the Trustee's certificate of authentication to be endorsed thereon shall be in substantially the form set forth in Exhibit A hereto, with appropriate variations, insertions and omissions as permitted or required by this Indenture.

Section 205. Payment. The Bonds shall be payable, with respect to principal, premium, if any, and interest in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. The principal of and premium, if any, on the Bonds shall be payable upon surrender thereof at the principal corporate trust office of the Trustee. Payment of interest on each Bond shall be made by check or draft mailed to the registered owner of such Bond as of the applicable Record Date at his address as it appears on the registration books maintained by the Trustee. For purposes of this Indenture, interest on the Bonds shall be deemed to accrue on the basis of a 360-day year of twelve 30-day months. So long as the Securities Depository or its nominee is the sole registered owner of the Bonds, payment of interest thereon shall be made by wire transfer of immediately available funds by the Paying Agent to the Securities Depository or its nominee.

Section 206. Execution. The Bonds shall be executed on behalf of the City by the manual or facsimile signatures of its Mayor and City Clerk and shall have impressed or imprinted thereon the seal of the City. A facsimile signature shall have the same force and effect as if manually signed. In case any officer whose manual signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery.

Section 207. Authentication. Only such Bonds as shall have endorsed thereon a certificate of authentication substantially in the form set forth in Exhibit A attached hereto duly

executed by the Trustee shall be entitled to any right or benefit under this Indenture. No Bond shall be valid and obligatory for any purpose unless and until such certificate of authentication shall have been duly executed by the Trustee, and such certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed if signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 208. Delivery of the Bonds. The City shall execute and deliver to the Trustee and the Trustee shall authenticate the Bonds of any series and deliver said Bonds to the Securities Depository as may be directed in this Section 208, in Section 212 hereof or in any Supplemental Indenture.

(a) Prior to the delivery or original issuance by the Trustee of any authenticated Bonds of any series, there shall be delivered to the Trustee:

(1) An original executed counterpart of this Indenture or, in the case of Additional Bonds, a Supplemental Indenture by and between the City and the Trustee setting forth the details concerning such Additional Bonds;

(2) Original executed counterparts of the Continuing Disclosure Agreement and the Tax Compliance Agreement, if applicable, relating to such series of Bonds;

(3) A Certificate directing the Trustee to authenticate the Bonds and containing instructions as to the delivery of the Bonds upon payment to the Trustee, for the account of the City, of a sum specified in such Certificate;

(4) A copy, duly certified by the City Clerk, of the proceedings of the City authorizing the levy of the Sales and Use Tax and the issuance of the Bonds;

(5) A written opinion of Bond Counsel approving the legality of the Bonds;

(6) In the case of any series of Additional Bonds, a Certificate signed by the Mayor of the City certifying that (i) the City is not then in default in the performance of any of the covenants, conditions, agreements or provisions contained in this Indenture, and (ii) the City is current as to all required deposits at that time in all the Funds and Accounts described in Article V of this Indenture or hereafter created by Supplemental Indentures, or if the City is in default or is not so current, certifying in the case of (i) or (ii) as to that fact and that, upon the application of the proceeds of the sale of such Additional Bonds as provided in the Supplemental Indenture authorizing the issuance thereof, the City will not be in default or will be current thereafter;

(7) In the case of any series of Additional Bonds, a written opinion of Bond Counsel to the effect that the exemption from federal income tax of the interest on the Series 2026 Bonds and any Additional Bonds theretofore issued on a tax-exempt basis will not be adversely affected by the issuance of the Additional Bonds being issued; and

(8) Such further documents and certificates as may be required by the Original Purchaser of such series of Bonds.

(b) Simultaneously with the delivery of the Series 2026 Bonds, the Trustee shall apply the proceeds thereof as follows:

(1) An amount sufficient, together with moneys held by Simmons Bank, as trustee for the Prior Bonds, in funds and accounts created by the trust indenture securing the Prior Bonds, to refund the Prior Bonds shall be deposited in Trust with Simmons Bank, as escrow trustee (the "Escrow Trustee"), in accordance with the provisions of an Escrow Deposit Agreement to be dated as of the date of delivery of the Series 2026 Bonds (the "Escrow Agreement"), by and between the City and the Escrow Trustee. The Escrow Agreement shall provide for the investment of the funds, to the extent feasible, in Government Securities which will mature and bear interest at such times and in such amounts as will, together with any uninvested moneys held by the Escrow Trustee, provide sufficient moneys to pay as due at maturity and upon redemption prior to maturity as provided in the Escrow Agreement, all principal of and premium, if any, and interest on the Prior Bonds. The Escrow Agreement will provide for the giving of notice of redemption prior to maturity of the Prior Bonds, for the payment of required trustee and paying agent fees on the Prior Bonds, and for the release of all claims of the Prior Bonds on the Trust Estate;

(2) An amount equal to $_____ shall be deposited in the Water/Wastewater System Project Account of the Project Fund;

(3) An amount equal to $_____ shall be deposited in the Parks System Project Account of the Project Fund;

(4) An amount equal to $_____ shall be deposited in the Animal Services Facility Account of the Project Fund;

(5) An amount equal to $_____ shall be deposited in the Trails System Project Account of the Project Fund;

(6) An amount equal to $_____ shall be deposited in the Transportation System Project Account of the Project Fund;

(7) An amount equal to $_____ shall be deposited in the Sustainability Project Account of the Project Fund;

(8) An amount equal to $_____ shall be deposited in the Aquatics/Recreation Center Project Account of the Project Fund;

(9) An amount equal to $_____ shall be deposited in the Fire Department Project Account of the Project Fund;

(10) The amount of $_____ shall be deposited in the Costs of Issuance Fund for payment of Costs of Issuance as directed by a Certificate of the City; and

(11) The balance of said proceeds in the amount of $_____ shall be deposited in the Interest Account of the Bond Fund.

Section 209. Mutilated, Destroyed or Lost Bonds. In case any Bond issued hereunder shall become mutilated or be destroyed or lost, the City shall, if not then prohibited by law, cause to be executed and the Trustee may authenticate and deliver a new Bond of like series, date, number, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated Bond, or in lieu of and in substitution for such Bond destroyed or lost, upon the Holder's paying the reasonable expenses and charges of the City and the Trustee in connection therewith, and, in the case of a Bond destroyed or lost, filing by the Holder with the Trustee evidence satisfactory to the Trustee that such Bonds were destroyed or lost, and of the Holder's ownership thereof, and furnishing the City and Trustee with indemnity satisfactory to them. The Trustee is hereby authorized to authenticate any such new Bond. In the event any such Bonds shall have matured, instead of issuing a new Bond, the City may pay the same without the surrender thereof. Upon the issuance of a new Bond under this Section 209, the City may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Trustee) connected therewith.

Section 210. Registration and Transfer of Bonds. The City hereby constitutes and appoints the Trustee as Bond registrar of the City, and as Bond registrar the Trustee shall keep books for the registration and for the transfer of the Bonds as provided in this Indenture at the principal corporate trust office of the Trustee. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of or on account of the principal of and interest on any such Bond shall be made only to or upon the order of the registered owner thereof, or the owner's legal representative, and neither the City, the Trustee nor the Bond registrar shall be affected by any notice to the contrary, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Bonds may be transferred on the books of registration kept by the Trustee by the registered owner in person or by the owner's duly authorized attorney, upon surrender thereof, together with a written instrument of transfer duly executed by the registered owner or the owner's duly authorized attorney. Upon surrender for transfer of any Bond at the principal corporate office of the Trustee, the City shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of the same series and in the same aggregate principal amount and of any authorized denomination or denominations.

Bonds may be exchanged at the principal corporate trust office of the Trustee for an equal aggregate principal amount of Bonds of any other authorized denomination or denominations of the same series with corresponding maturities. The City shall execute and the Trustee shall authenticate and deliver Bonds which the Bondholder making the exchange is entitled to receive, bearing numbers not contemporaneously then outstanding. The execution by the City of any Bond

of any denomination shall constitute full and due authorization of such denomination and the Trustee shall thereby be authorized to authenticate and deliver such Bond.

Such transfers of registration or exchanges of Bonds shall be without charge to the Holders of such Bonds, but any taxes or other governmental charges required to be paid with respect to the same shall be paid by the Holder of the Bond requesting such transfer or exchange as a condition precedent to the exercise of such privilege.

The Trustee shall not be required to transfer or exchange any Bond during the period from and including a Record Date to the next succeeding interest payment date of such Bond nor to transfer or exchange any Bond after the mailing of notice calling such Bond for redemption has been made, and prior to such redemption.

If the Securities Depository or its nominee is the sole registered owner of the Bonds, transfers of ownership and exchanges shall be effected on the records of the Securities Depository and its Participants pursuant to rules and procedures established by the Securities Depository and its Participants. In such case, the Trustee shall deal with the Securities Depository as representative of the Beneficial Owners of the Bonds for purposes of exercising the rights of Bondholders hereunder, and the rights of the Beneficial Owners of such Bonds held by the Securities Depository or its nominee shall be limited to those established by law and agreements between such Beneficial Owners and the Securities Depository and its Participants. Requests, consents and directions from, and votes of, the Securities Depository or its nominee as representative shall not be deemed inconsistent if they are made with respect to different Participants or Beneficial Owners.

Section 211. Cancellation. All Bonds surrendered for payment, redemption, transfer or exchange, if surrendered to the Trustee, shall be promptly cancelled by it, and, if surrendered to any person other than the Trustee, shall be delivered to the Trustee and, if not already cancelled, shall be promptly cancelled by it. The City may at any time deliver to the Trustee for cancellation any Bonds previously authenticated and delivered hereunder, which the City may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Trustee. All cancelled Bonds held by the Trustee shall be disposed of as directed by the City. Whenever in this Indenture provision is made for the cancellation by the Trustee and the delivery to the City of any Bonds, the Trustee may, upon the written request of the City, in lieu of such cancellation and delivery, destroy such Bonds in the presence of any officer of the City (but only if the City shall so require), and deliver a certificate of such destruction to the City.

Section 212. Additional Bonds. To the extent authority remains under the Election Ordinance, the City may issue from time to time one or more series of Additional Bonds for the purpose of (i) financing Project Costs in connection with any of the Projects, (ii) refunding the Series 2026 Bonds or any series of Additional Bonds, in whole or in part, or (iii) any combination thereof. Additional Bonds shall be secured equally and ratably with the Series 2026 Bonds and any other series of Additional Bonds theretofore issued and then Outstanding, except insofar as any terms or conditions of redemption or purchase established under this Indenture may afford additional benefit or security for the Bonds of any particular series and except for the security afforded by any municipal bond insurance obtained with respect to a particular series of Bonds.

Before any Additional Bonds are authenticated, there shall be delivered to the Trustee the items required for the issuance of Bonds by Section 208 hereof, plus a Certificate of the Chief Financial Officer of the City (in the form attached as Exhibit B hereto) certifying that, based upon the most recent twelve (12) months of Sales and Use Tax collections, receipts of the Sales and Use Tax were not less than 150% of the maximum Annual Debt Service on all then Outstanding Bonds and Subordinate Obligations, plus the Additional Bonds then proposed to be issued. For the purpose of making the aforementioned certifications in connection with the issuance of Additional Bonds, receipts of the Existing Tax may be included in total receipts of the Sales and Use Tax for all or any portion of the most recent twelve (12) month period during which the Sales and Use Tax was not being collected. The aggregate principal amount of Additional Bonds that may be issued is limited to $_____, except for refunding bonds issued hereunder. Notwithstanding anything herein to the contrary, no Additional Bonds shall be issued unless there is no default at the time of issuance under this Indenture.

Section 213. Superior Obligations Prohibited. Except to the extent permitted in Section 212 hereof for the issuance of Additional Bonds, from and after the issuance of any of the Bonds and for so long as any of the Bonds are Outstanding, the City shall not create or permit the creation of any indebtedness, or issue any bonds, notes, warrants, certificates or other obligations or evidences of indebtedness payable in any manner from the receipts of the Sales and Use Tax or otherwise from the Trust Estate which (i) will in any way be superior to or rank on a parity with the Bonds, or (ii) will in any way be secured by a lien and charge on the receipts of the Sales and Use Tax or on the moneys deposited in or to be deposited in the Revenue Fund, prior to or equal with the lien, pledge and charge created herein for the security of the Bonds, or (iii) will be payable prior to or equal with the payments to be made from the receipts of the Sales and Use Tax and the Revenue Fund into the Bond Fund and Redemption Fund or from said Bond Fund and Redemption Fund for the payment of the Bonds.

Section 214. Subordinate Obligations. Nothing in this Indenture shall prevent the City from authorizing and issuing bonds, notes, bond anticipation notes, warrants, certificates or other obligations or evidences of indebtedness, the payment of the principal of and premium, if any, and interest on which shall be made from receipts of the Sales and Use Tax, provided payments from such Sales and Use Tax receipts, and the lien and charge on such Sales and Use Tax receipts, shall be made junior and subordinate to the lien, pledge and charge created herein for the security and payment of the Bonds and other payments under this Indenture.

Before any Subordinate Obligations are issued, there shall be delivered to the Trustee a Certificate of the Chief Financial Officer of the City (in substantially the form attached as Exhibit B hereto) certifying that, based upon the most recent twelve (12) months of Sales and Use Tax collections, receipts of the Sales and Use Tax were not less than 100% of the maximum Annual Debt Service on all then Outstanding Bonds and Subordinate Obligations, plus the Subordinate Obligations then proposed to be issued. Notwithstanding anything herein to the contrary, no Subordinate Obligations shall be issued unless there is no default at the time of issuance under this Indenture.

Section 215. Temporary Bonds. Until Bonds in definitive form are ready for delivery, the City may execute, and upon the request of the City, the Trustee shall authenticate and deliver,

subject to the provisions, limitations and conditions set forth herein, one or more Bonds in temporary form, whether printed, typewritten, lithographed or otherwise produced, substantially in the form of the definitive Bonds, with appropriate omissions, variations and insertions, and in authorized denominations. Until exchanged for Bonds in definitive form, such Bond in temporary form shall be entitled to the lien and benefit of this Indenture. Upon the presentation and surrender of any Bond or Bonds in temporary form, the City shall, without unreasonable delay, prepare, execute and deliver to the Trustee and the Trustee shall authenticate and deliver, in exchange therefor, a Bond or Bonds in definitive form. Such exchange shall be made by the Trustee without making any charge therefor to the Holder of such Bond in temporary form.

Section 216. Book-Entry Bonds; Securities Depository. The Bonds shall initially be registered to Cede & Co., the nominee for The Depository Trust Company, New York, New York (the "Securities Depository"), and no Beneficial Owner will receive certificates representing their respective interests in the Bonds, except in the event the Trustee issues replacement bonds as provided in this Section 216. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Trustee authenticates and delivers replacement bonds to the Beneficial Owners as described in the following paragraph.

(1) If the City or the Trustee determines (A) that the Securities Depository is unable to properly discharge its responsibilities, or (B) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (C) that the continuation of a Book-Entry System to the exclusion of any Bonds being issued to any Bondholder other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, or (2) if the Trustee receives written notice from Participants representing interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a Book-Entry System to the exclusion of any Bonds being issued to any Bondholder other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, then the Trustee shall notify the Bondholders of such determination or such notice and of the availability of certificates to Bondholders requesting the same, and the Trustee shall register in the name of and authenticate and deliver replacement bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each; provided, that in the case of a determination under (A) or (B) of this paragraph, the City or the Trustee may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of replacement bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Trustee, to the extent applicable with respect to such replacement bonds. If the Securities Depository resigns and the City, the Trustee or Bondholders are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Trustee shall authenticate and cause delivery of replacement bonds to Bondholders, as provided herein. The Trustee may rely conclusively on information from the Securities Depository and its Participants as to the names

and addresses of the Beneficial Owners of the Bonds. The cost of printing, registration, authentication, and delivery of replacement bonds shall be paid for by the City.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the City may appoint a successor Securities Depository provided the Trustee receives written evidence satisfactory to the Trustee with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Trustee upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

ARTICLE III

REDEMPTION OF BONDS BEFORE MATURITY

Section 301. Redemption of Series 2026 Bonds. The Series 2026 Bonds shall be subject to redemption prior to maturity as follows:

(a) The Series 2026 Bonds shall be redeemed prior to maturity, in whole or in part, on any interest payment date, in inverse order of maturity and by lot in such manner as the Trustee shall determine within a maturity, at a redemption price equal to 100% of the principal amount being redeemed, plus accrued interest to the date of redemption, from Project Fund moneys in excess of the amount needed to complete the Water/Wastewater System Project, the Parks System Project, the Animal Services Facility Project, the Trails System Project, the Transportation System Project, the Sustainability Project, the Aquatics/Recreation Center Project or the Fire Department Project, which moneys shall be transferred to the Redemption Fund pursuant to Section 502 hereof.

(b) The Series 2026 Bonds shall be redeemed prior to maturity, in whole or in part, on any interest payment date, in inverse order of maturity and by lot in such manner as the Trustee shall determine within a maturity, at a redemption price equal to 100% of the principal amount being redeemed, plus accrued interest to the date of redemption, from Surplus Tax Receipts deposited in the Redemption Fund pursuant to Section 503 hereof. While any of the Series 2026 Bonds are Outstanding, all Surplus Tax Receipts shall be allocated to the redemption of the Series 2026 Bonds.

(c) The Series 2026 Bonds are subject to redemption with funds from any source, at the option of the City, communicated in a written notice to the Trustee not less than sixty (60) days prior to the date fixed for redemption, in whole or in part on any date on or after _____ 1, 20__, in such maturities as shall be selected by the City and by lot in such manner as the Trustee shall determine within a maturity, at a redemption price equal to 100% of the principal amount being redeemed plus accrued interest to the date of redemption.

(d) The Series 2026 Bonds maturing on November 1, 20__ are subject to mandatory sinking fund redemption prior to maturity in part, on November 1 in the years and principal amounts set forth below at a redemption price equal to 100% of the principal amount being redeemed plus accrued interest to the date of redemption.

Year	**Principal Amount**
20__	$
20__	
20__ (maturity)	

(e) The Series 2026 Bonds maturing on November 1, 20__ are subject to mandatory sinking fund redemption prior to maturity in part, on November 1 in the years and principal amounts set forth below at a redemption price equal to 100% of the principal amount being redeemed plus accrued interest to the date of redemption.

Year	**Principal Amount**
20__	$
20__	
20__ (maturity)	

(f) The Series 2026 Bonds maturing on November 1, 20__ are subject to mandatory sinking fund redemption prior to maturity in part, on November 1 in the years and principal amounts set forth below at a redemption price equal to 100% of the principal amount being redeemed plus accrued interest to the date of redemption.

Year	**Principal Amount**
20__	$
20__	
20__ (maturity)	

At its option, to be exercised on or before the 45th day next preceding any mandatory sinking fund redemption date for any Series 2026 Bonds maturing November 1, 20__, 20__ or 20__ (the "Term Bonds"), the City may deliver to the Trustee for cancellation Term Bonds of the appropriate maturity, or portions thereof ($5,000 or any integral multiple thereof), in any aggregate principal amount desired. Each such Term Bond, or portion thereof, so delivered or previously redeemed (otherwise than through mandatory sinking fund redemption) and cancelled by the Trustee shall be credited by the Trustee at 100% of the principal amount thereof on the obligation of the City with respect to each such Term Bond on such mandatory sinking fund redemption date, and any excess over such amount shall be credited on future mandatory sinking fund redemption obligations with respect to such Term Bond in chronological order, and the principal amount of the corresponding Term Bonds so to be redeemed shall be accordingly reduced.

Section 302. Notice. Notice of the call for any redemption, identifying the Bonds or portions thereof being called and the date on which they shall be presented for payment, shall be mailed by the Trustee by first class mail (or, so long as the Securities Depository or its nominee is the sole registered owner of the Bonds, by any other means acceptable to the Securities Depository, including facsimile) to the registered owner of each such Bond addressed to such registered owner

at his registered address and placed in the mails not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceeding for the redemption of any Bond with respect to which no such failure or defect has occurred. Any notice mailed as provided in this Section 302 shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice.

Section 303. Selection of Bonds to be Redeemed. If less than all of the Bonds of like series, maturity, interest rate and otherwise identical payment terms shall be called for redemption, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot by the Trustee in such manner as the Trustee in its discretion may deem fair and appropriate; provided, however, that the portion of any Bond of a denomination of larger than the minimum denomination may be redeemed in the principal amount of such minimum denomination or a multiple thereof, and that for purposes of selection and redemption, any such Bond of a denomination larger than the minimum denomination shall be considered to be that number of separate Bonds of such minimum denomination which is obtained by dividing the principal amount of such Bond by such minimum denomination. So long as the Securities Depository or its nominee is the sole registered owner of a series of Bonds, the procedures established by the Securities Depository shall control with respect to the selection of the particular Bonds of such series to be redeemed.

Section 304. Surrender of Bonds Upon Redemption. Notice having been given in the manner and under the conditions hereinabove provided, and moneys for payment of the redemption price being held by the Trustee as provided in this Indenture (i) the Bonds or portions of Bonds so called for redemption shall, on the date fixed for redemption designated in such notice, become due and payable at the redemption price provided for redemption of such Bonds, and interest on such Bonds or portions of Bonds so called for redemption shall cease to accrue, (ii) upon surrender of the Bonds or portions of Bonds so called for redemption in accordance with such notice, such Bonds or portions of Bonds shall be paid at the applicable redemption price, (iii) such Bonds or portions of Bonds shall cease to be entitled to any lien, benefit or security under this Indenture, and (iv) the owners of said Bonds or portions of Bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof.

Section 305. Redemption in Part. Any Bond which is to be redeemed only in part shall be surrendered to the Trustee (with, if the City or the Trustee so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the City and the Trustee duly executed by, the owner thereof or his attorney duly authorized in writing), and the appropriate officials of the City shall execute and the Trustee shall authenticate and deliver to the owner of such Bond, without service charge, a new Bond or Bonds of the same series, of any authorized denomination or denominations, having the same maturity and interest rate as requested by such owner, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

Section 306. Redemption of Additional Bonds. Additional Bonds may be made subject to optional, extraordinary and mandatory sinking fund redemption, in whole or in part, in such manner, at such times and at such prices as may be provided in the Supplemental Indenture providing for their issuance.

ARTICLE IV

GENERAL COVENANTS AND REPRESENTATIONS

Section 401. Payment of Principal, Premium, if any, and Interest. The City covenants that it will promptly pay or cause to be paid the principal of and premium, if any, and interest on every Bond issued under this Indenture at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof. The principal, premium, if any, and interest (except interest paid from the proceeds from the sale of the Bonds and accrued interest) are payable solely from the Trust Estate which is hereby specifically pledged to the payment thereof in the manner and to the extent herein specified, and nothing in the Bonds or this Indenture should be considered as assigning or pledging any funds or assets of the City other than the Trust Estate. Anything in this Indenture to the contrary notwithstanding, it is understood that whenever the City makes any covenants involving financial commitments it pledges no funds or assets other than the Trust Estate in the manner and to the extent herein specified, but nothing herein shall be construed as prohibiting the City from using any other funds or assets. The City covenants to use due diligence in causing the collection of the Sales and Use Tax.

Section 402. Performance of Covenants. The City covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any and every Bond executed, authenticated and delivered hereunder, and in all ordinances pertaining hereto. The City covenants that it is duly authorized under the Constitution and laws of the State of Arkansas, including particularly and without limitation Amendment 62 and the Act, to issue the Bonds authorized hereby and to execute this Indenture and to make the pledge of the receipts of the Sales and Use Tax and to make the covenants in the manner and to the extent herein set forth, that all action on its part for the issuance of the Bonds and the execution and delivery of this Indenture has been duly and effectively taken, and that the Bonds in the hands of the Holders and owners thereof are and will be valid and enforceable obligations of the City according to the import thereof.

Section 403. Instruments of Further Assurance. At any and all times the City shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge and deliver, all and every such further resolutions, ordinances, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, pledging, assigning and confirming of all and singular the receipts from the Sales and Use Tax and all other moneys hereby pledged or assigned, or intended so to be, or which the City may become bound to pledge or assign.

Section 404. Recordation and Filing. To the extent necessary, the City covenants that it will cause this Indenture, such security agreements, financing statements, and all supplements thereto and other instruments as may be required from time to time to be kept, to be recorded and filed in such manner and in such places as may be required by law in order to fully preserve and protect the security of the owners of the Bonds and the rights of Trustee hereunder, and to perfect the security interest created by this Indenture.

Section 405. Inspection of Books. The City shall keep proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Projects and the Funds and Accounts established by this Indenture.

Section 406. Tax Covenants. The City shall not use or permit the use of any Bond proceeds or any other funds of the City, directly or indirectly, in any manner, and will not take or permit to be taken any other action or actions which would adversely affect the exclusion of interest on any Bond from gross income for federal income tax purposes. No part of the proceeds of the Bonds shall at any time be used, directly or indirectly, to acquire securities or obligations the acquisition of which would cause any of such Bonds to be an "arbitrage bond" as defined in Sections 148(a) and (b) of the Code. The City agrees that so long as any of the Bonds remain Outstanding, it will comply with the provisions of each applicable Tax Compliance Agreement.

Section 407. Trustee's and Paying Agent's Fees and Expenses. Subject to the provisions of Section 902 hereof, the City hereby agrees and covenants to make payments for the fees, expenses and charges of the Trustee and Paying Agent, if any, as authorized and provided by this Indenture. The City is to make payments on statements rendered by the Trustee and Paying Agent either (i) directly to the Trustee and Paying Agent or (ii) pursuant to Section 503(b) hereof.

Section 408. Construction of Projects; Certification of Completion Dates. The City hereby covenants to use its best efforts to acquire, construct and equip each portion of the Projects being financed with proceeds of the Bonds with all reasonable dispatch and to use its best efforts to cause the acquisition, construction and equipping of such portion of each Project to be completed as soon as may be practicable, but in any case within a period not to exceed three years after the issuance of the applicable series of Bonds, delays caused by *force majeure* only excepted, but if for any reason such acquisition, construction and equipping is not completed within said period, there shall be no diminution or postponement of payments required hereunder to be made by the City. Promptly after each such Completion Date, the City shall submit to the Trustee the certificate of the City's Chief Financial Officer which shall specify the Completion Date and shall state that acquisition, construction and equipping of the portion of the Project being financed with a particular series of Bond proceeds has been completed and the Project Costs have been paid, except for any Project Costs which have been incurred but are not then due and payable, or the liability for the payment of which is being contested or disputed by the City, and for the payment of which the Trustee is directed to retain specified amounts of moneys in the Project Fund. Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties which exist at the date thereof or which may subsequently come into being.

Section 409. Encumbrances. The City covenants that it will not create or suffer to be created any lien or charge upon the Trust Estate, except in accordance with the provisions of this Indenture.

Section 410. Continuing Disclosure. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of each Continuing Disclosure Agreement. Notwithstanding any other provision of this Indenture to the contrary, failure of the City or the Trustee to comply with a Continuing Disclosure Agreement shall not be considered an Event of

Default hereunder; however, the Trustee may (and at the request of the Original Purchaser of a series of Bonds or the Beneficial Owners of at least 25% in aggregate Outstanding principal amount of such series of Bonds, and upon being indemnified to its satisfaction, shall) or any Beneficial Owner may seek specific performance by court order, to cause the City to comply with its obligations under this Section 410. For purposes of this Section 410 only, "Beneficial Owner" shall mean any Person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including Persons holding Bonds through nominees, depositories or other intermediaries) or (b) is treated as the owner of Bonds for federal income tax purposes.

ARTICLE V

FUNDS AND DEPOSITS

Section 501. Creation of Funds and Accounts. (a) There are hereby created and established the following Funds and Accounts:

(i) Project Fund, and a Water/Wastewater System Project Account, Parks System Project Account, Animal Service Facility Project Account, Trails System Project Account, Transportation System Project Account, Sustainability Project Account, Aquatics/Recreation Center Project Account, and Fire Department Project Account therein;

(ii) Revenue Fund;

(iii) Bond Fund, and an Interest Account and a Principal Account therein;

(iv) Redemption Fund;

(v) Cost of Issuance Fund; and

(vi) Rebate Fund.

(b) All Funds and Accounts shall be held by the Trustee, which shall hold and maintain said Funds and Accounts in trust, for the use and benefit of the Bondholders and the City, but subject to the permitted applications expressed herein.

Section 502. Project Fund. (a) The Trustee shall deposit portions of the proceeds of the Series 2026 Bonds to the credit of various Accounts in the Project Fund in accordance with the written directions of the City given as provided in Section 208 of this Indenture.

(b) Moneys credited to the Project Fund shall be expended only as set forth in this Section 502.

(c) Amounts in each Account of the Project Fund shall be expended and applied only for the payment of Project Costs related to the applicable Project. Disbursements shall

be made from the Project Fund on the basis of consecutively numbered Requisitions in the form attached hereto as Exhibit C signed by an Authorized Representative. Requisitions may be submitted to the Trustee by certified mail, first class mail, by facsimile transmission or by electronic mail. If the Trustee deems that a Requisition submitted by the City is sufficient pursuant to this Section 502, the amount requested thereunder shall be disbursed in payment of the Project Costs set forth therein, or in reimbursement of such Project Costs, within two (2) business days of the date of receipt of such Requisition by the Trustee. Each Requisition shall specify:

(i) the particular Project to which it relates;

(ii) the name of the person or party to whom payment is to be made and the purpose of the payment;

(iii) the amount to be paid thereunder;

(iv) that such amount has not been previously paid by the City and is justly due and owing to the person(s) named therein as a proper payment or reimbursement of a Project Cost; and

(v) that no Event of Default exists under the Indenture and that, to the knowledge of the Authorized Representative, no event has occurred and continues which with notice or lapse of time or both would constitute an Event of Default under the Indenture.

(d) The Trustee shall keep full and complete records concerning and reflecting all disbursements from the Project Fund and shall file an accounting of said disbursements if and when requested by the City. The Trustee shall only make payments from the Project Fund pursuant to and in accordance with Requisitions. In making payments from the Project Fund, the Trustee may rely on any Requisitions delivered to it pursuant to this Section 502, and the Trustee shall be relieved of all liability relating to payments made in accordance with such Requisitions and any supporting certificate or certificates requested by the Trustee without physical inspection of the applicable Project. Within ninety (90) days following completion of the portion of a Project being financed with a particular series of Bonds, the City shall deliver to the Trustee its Certificate stating that the applicable portion of such Project is complete and the Trustee shall transfer the remaining moneys in the applicable Account of the Project Fund relating to such series of Bonds (save and except moneys needed to satisfy unpaid Project Costs) to the Redemption Fund for application to the retirement of Bonds by redemption or purchase, as provided by Section 301(a) and (b) and Section 506 hereof.

(e) Upon the occurrence and continuance of an Event of Default or the occurrence and continuance of an event which with notice or lapse of time or both would constitute an Event of Default, amounts on deposit in the Project Fund shall not be disbursed but shall instead be applied to the payment of Debt Service or the redemption price of the Bonds.

Section 503. Revenue Fund. (a) There shall be deposited to the credit of the Revenue Fund, as and when received, all receipts derived from the Sales and Use Tax. For the purposes of financial reporting by the City with respect to the Sales and Use Tax, "receipts" and "revenues" shall have the same meaning.

(b) Upon receipt, but in no event later than the last day of each month in which receipts of the Sales and Use Tax are deposited in the Revenue Fund, commencing no later than _____, 2026, there shall be transferred from the Revenue Fund, in the following order, the amounts set forth below:

FIRST: For deposit to the Interest Account of the Bond Fund, an amount equal to one-sixth (1/6) of the interest on the Outstanding Bonds due on the next interest payment date (provided, however, with respect to the deposits to be made to the Interest Account during the months of _____, 2026 through _____, 202_, such deposits shall be in an amount equal to one-_____ (1/_) of the interest due on the Series 2026 Bonds on _____ 1, 202_);

SECOND: For deposit to the Principal Account of the Bond Fund, an amount equal to one-twelfth (1/12) of the next scheduled principal maturity of Outstanding Bonds (including mandatory sinking fund redemptions) (provided, however, with respect to the Series 2026 Bonds, such deposits shall not commence until November, 2026);

THIRD: For deposit to the Rebate Fund, an amount sufficient to satisfy the City's obligations under Section 507 hereof;

FOURTH: For payment to the Trustee and Paying Agent, the amount, if any, necessary to pay or reimburse the Trustee and Paying Agent for fees and expenses related to the Bonds; and

FIFTH: All remaining moneys ("Surplus Tax Receipts") will be transferred to the Redemption Fund and shall be applied to call Bonds for redemption prior to maturity as provided in Section 301(b) and Section 506 hereof.

(c) Required deposits into the Accounts of the Bond Fund shall be reduced by investment earnings, if any, in said Fund and Accounts and, with respect to required deposits to the Interest Account of the Bond Fund only, by any accrued interest deposited to the Interest Account of the Bond Fund upon the initial sale of a series of Bonds. In the event there shall be insufficient moneys in the Revenue Fund in a particular month to make the required transfers described above, then any deficiencies shall be added to the required deposits during the next month.

Section 504. Bond Fund. (a) There shall be deposited to the credit of the appropriate Account of the Bond Fund all moneys required to be transferred thereto pursuant to Sections 208, 503, 505, 506 and 508 of this Indenture and all other moneys received for said Fund.

(b) Moneys credited to the Bond Fund shall be expended only as set forth in this Section 504.

(c) (i) On each interest payment date for any of the Bonds Outstanding, the Trustee shall pay out of moneys credited to the Interest Account of the Bond Fund the amounts required for the payment of interest on the Bonds due on such date, and on each redemption date, the amounts required for the payment of accrued interest on Bonds then to be redeemed or purchased unless the payment of such accrued interest shall be otherwise provided for, and such amounts shall be applied to such payments.

(ii) On each principal payment or redemption date for any of the Bonds Outstanding, the Trustee shall pay out of moneys credited to the Principal Account of the Bond Fund the amounts required for the payment of principal and premium, if any, due on the Bonds on such date and such amounts shall be applied to such payments.

(iii) If there shall be insufficient moneys in the Bond Fund to pay in full interest, principal or premium, if any, due on the Bonds on any interest or principal payment or redemption date, the Trustee shall, one day prior to such date, transfer an amount equal to the deficiency into the appropriate Account of the Bond Fund from the Funds indicated in the following order:

FIRST: the Revenue Fund; and

SECOND: the Redemption Fund.

(d) All payments made pursuant to this Section 504 shall be made in immediately available funds.

Section 505. Cost of Issuance Fund. There shall be deposited to the credit of the Cost of Issuance Fund all moneys received for said Fund pursuant to Section 208 hereof. The Trustee shall pay those Costs of Issuance as directed by the City pursuant to a Certificate delivered on a Closing Date. After all Costs of Issuance have been paid (and in any event not later than _____ 1, 2026 with respect to the Series 2026 Bonds), any remaining moneys in the Cost of Issuance Fund shall be transferred to the Interest Account of the Bond Fund.

Section 506. Redemption Fund. (a) There shall be deposited to the credit of the Redemption Fund all moneys required to be transferred thereto pursuant to Section 502 and Section 503 of this Indenture.

(b) Moneys credited to the Redemption Fund shall be expended only as set forth in this Section 506.

(c) Moneys in the Redemption Fund shall be transferred to the Principal Account of the Bond Fund at such times as may be necessary to effectuate, on the first available date, redemptions of Bonds required by Section 301(a) and (b) of this Indenture. While any of the Series 2026 Bonds are Outstanding, all Surplus Tax Receipts shall be allocated to the redemption of the Series 2026 Bonds.

(d) The amounts accumulated in the Redemption Fund, if so directed by the City by means of a Certificate delivered to the Trustee, shall be applied by the Trustee to the purchase of Bonds of the maturities which would otherwise be redeemed pursuant to Section 301(a) and (b) and this Section 506 but for the provisions of this subsection (d), at prices directed by the City not exceeding the applicable redemption prices of the Bonds which would be redeemed but for the operation of this sentence. Interest accrued on the Bonds so purchased shall be paid from moneys credited to the Interest Account of the Bond Fund.

Section 507. Rebate Fund. (a) The Trustee shall establish and maintain, separate and apart from any other Funds and Accounts established and maintained hereunder, a Fund to be designated as the Rebate Fund, which Fund is not pledged to the payment of any Bonds. Subject to the transfer provisions provided in subsection (c) below, all moneys at any time deposited in the Rebate Fund shall be held by the Trustee in trust, to the extent required to satisfy the Rebate Amount (as defined in each Tax Compliance Agreement), for payment to the United States of America, and neither the City nor the Owner of any Bond shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section 507, by Section 406, and by each Tax Compliance Agreement (which are incorporated herein by reference).

(b) As provided in Section 503(b) hereof, there shall be deposited in the Rebate Fund the amount of all income or gain on moneys deposited in any of the Funds and Accounts established by this Indenture which is required to be rebated to the United States and is designated for deposit therein, as calculated by the City to be owing to the United States pursuant to the Tax Compliance Agreement, which shall be delivered by the City concurrently with the issuance of a series of Bonds.

(c) The Trustee, upon receipt of written instructions from the Mayor or Chief Financial Officer of the City, shall pay to the United States out of amounts in the Rebate Fund such amounts as are required pursuant to each Tax Compliance Agreement.

(d) Any moneys remaining in the Rebate Fund after payment to the United States, within sixty (60) days after the date on which the last Bond is redeemed, of one hundred percent (100%) of the rebate amount as described in Section 148(f)(2) of the Code, shall be transferred to the Revenue Fund.

(e) The Trustee, as instructed by Certificate of the City, shall invest all amounts held in the Rebate Fund in Investment Securities, subject to the restrictions set forth in the applicable Tax Compliance Agreement. Money shall not be transferred from the Rebate Fund except as provided in subsection (c).

(f) Notwithstanding any other provision of this Indenture, the obligation to remit the Rebate Amount to the United States and to comply with all other requirements of this Section 507, Section 406 and each Tax Compliance Agreement shall survive the defeasance or payment in full of the Bonds.

Section 508. [RESERVED].

Section 509. Cessation of Fund Deposits. When the moneys in the Revenue Fund, the Bond Fund and the Redemption Fund shall be and remain sufficient to pay in full the principal and interest on all Bonds then Outstanding in accordance with Article VII of this Indenture, together with the required fees and expenses to be paid or reimbursed to the Trustee and any Paying Agent, the City shall have no further obligation to make further payments into said Funds. Pursuant to Arkansas Code Annotated Section 14-164-329(c)(2), the Sales and Use Tax shall be abolished on the first day of the calendar quarter subsequent to the expiration of ninety (90) days from the date there is filed with the Director of the Arkansas Department of Finance and Administration a written statement signed by the Mayor and the Trustee wherein either (a) the Trustee certifies that it has or will have sufficient funds on hand to pay the principal of and interest on the Bonds at maturity or upon redemption prior to maturity, and the Mayor certifies that the Sales and Use Tax is not pledged to any other indebtedness of the City, or (b) the Mayor certifies that there are no longer any Bonds outstanding payable from receipts of the Sales and Use Tax.

Section 510. Separate Accounts Authorized. A Supplemental Indenture authorizing the issuance of Additional Bonds may provide for the creation of separate Accounts within the Bond Fund, Project Fund, Costs of Issuance Fund and Rebate Fund for such series of Bonds and such other Accounts as the City may direct; provided, that the creation of such separate Accounts shall be solely for the ease of administration and shall in no event affect the equal and ratable security of the Bonds of each series.

If any Supplemental Indenture authorizing the issuance of Additional Bonds provides for the establishment of separate Accounts for a series of Bonds, then such Supplemental Indenture shall require that the receipts of the Sales and Use Tax received by the City shall be deposited pursuant to written direction of the City into each of the Accounts within the Bond Fund on the basis of the installments of principal, premium, if any, and interest on each series of Bonds during the applicable period, to the end that the Bonds of each series shall be equally and ratable secured by the receipts of the Sales and Use Tax.

Any Supplemental Indenture authorizing the issuance of Additional Bonds may provide that any proceeds of such series of Bonds and investment earnings thereon remaining after some specified date, or after the construction of all facilities to be financed with the proceeds of such series of Bonds, shall be applied to the redemption of such series of Bonds.

ARTICLE VI

INVESTMENTS

Section 601. Investment of Moneys. At the direction of the City or absent such direction, the Trustee shall invest moneys in Funds or Accounts held by the Trustee in Investment Securities with maturity or redemption dates consistent with the times at which said moneys will be required for the purposes provided in this Indenture. Moneys in separate Funds or Accounts may be commingled for the purpose of investment.

Section 602. Investment Earnings. Subject to the provisions of the Tax Compliance Agreement and Article V hereof, Investment Securities purchased with moneys held in or attributable to any Fund or Account held by the Trustee under the provisions of this Indenture shall be deemed at all times to be a part of such Fund or Account and the income or interest earned, profits realized or losses suffered by a Fund or Account due to the investment thereof shall be retained in, credited or charged, as the case may be, to such Fund or Account unless otherwise provided pursuant to this Indenture.

Section 603. Valuation of Funds. In determining the value of any Fund or Account held by the Trustee under this Indenture, the Trustee shall credit Investment Securities at the fair market value thereof, as determined by the Trustee by any method selected by the Trustee in its reasonable discretion. No less frequently than annually, and in any event within thirty (30) days prior to the end of each Fiscal Year, the Trustee shall determine the value of each Fund and Account held hereunder and shall report such determination to the City.

The Trustee shall sell or present for redemption any Investment Securities as necessary in order to provide money for the purpose of making any payment required hereunder, and the Trustee shall not be liable for any loss resulting from any such sale.

Section 604. Responsibility of Trustee. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of moneys made by it at the direction of the City.

ARTICLE VII

DISCHARGE OF LIEN

Section 701. Discharge of Lien. If the City shall pay or cause to be paid to the owners of the Bonds the principal, premium, if any, and interest to become due thereon at the times and in the manner stipulated therein, and if the City shall keep, perform and observe all and singular the covenants and promises in the Bonds and in this Indenture expressed as to be kept, performed and observed by it on its part, then these presents and the estate and rights hereby granted shall cease, determine and be void, and thereupon the Trustee shall cancel and discharge the lien of this Indenture, and execute and deliver to the City such instruments in writing as shall be requisite to satisfy the lien hereof, and reconvey to the City the estate hereby conveyed, and assign and deliver to the City any property at the time subject to the lien of this Indenture which may then be in its possession, except moneys or Government Securities held by it for the payment of the principal of and premium, if any, and interest on the Bonds.

Section 702. Bonds Deemed Paid. Any Bond shall be deemed to be paid within the meaning of this Article VII when payment of the principal of and premium, if any, and interest on such Bond (whether at maturity or upon redemption as provided in this Indenture, or otherwise), either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Trustee, in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment or (2) Government Securities (provided that such deposit will not affect the tax-exempt status of the interest on any of the Bonds or cause any of the Bonds to be classified as "arbitrage bonds"

within the meaning of Section 148(a) of the Code, as reflected in an opinion of Bond Counsel delivered to the Trustee), maturing as to principal and interest in such amount and at such times as will provide sufficient moneys to make such payment, and all necessary and proper fees, compensation and expenses of the Trustee and any Paying Agent pertaining to the Bonds with respect to which such deposit is made shall have been paid or the payment thereof provided for to the satisfaction of the Trustee and any said Paying Agent.

In the case of any defeasance of Bonds pursuant to subsection (ii) above, the dates of redemption of such Bonds and the principal amounts and maturities of Bonds to be redeemed on such dates will be determined by taking into consideration the applicable mandatory redemption requirements with respect to the Bonds to be defeased and the receipts of the Sales and Use Tax for the most recent twelve months.

Section 703. Non-Presentment of Bonds. In the event any Bonds shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if there shall have been deposited with the Trustee for that purpose, or left in trust if previously so deposited, funds sufficient to pay the principal thereof, and premium, if any, together with all interest unpaid and due thereon, to the due date thereof, for the benefit of the Holder thereof, all liability of the City to the Holder thereof for the payment of the principal thereof, premium if any, and interest thereon, shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability for interest thereon, for the benefit of the Holder of such Bonds, who shall thereafter be restricted exclusively to such fund or funds, for any claim of whatever nature on his part under this Indenture or on, or with respect to, the Bonds.

ARTICLE VIII

DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND BONDHOLDERS

Section 801. Events of Default. Each of the following events shall constitute and is referred to in this Indenture as an "Event of Default":

(a) Default in the due and punctual payment of any interest on any Bond;

(b) Default in the due and punctual payment of the principal of or premium, if any, on any Bond, whether at the stated maturity thereof, or upon proceedings for redemption thereof, or upon the maturity thereof by declaration;

(c) Default in the payment of any other amount required to be paid under this Indenture or the performance or observance of any other of the covenants, agreements or conditions contained in this Indenture, or in the Bonds issued hereunder, and continuance thereof for a period of sixty (60) days after written notice specifying such failure and requesting that it be remedied shall have been given to the City by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of Bondholders of not less than 51% in aggregate principal amount of the Bonds then Outstanding, unless the Trustee, or the Trustee and Holders of an aggregate principal

amount of Bonds not less than the aggregate principal amount of Bonds the Holders of which requested such notice, as the case may be, shall agree in writing to an extension of such period prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Trustee will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the City within such period and is being diligently pursued;

(d) The filing of a petition in bankruptcy by or against the City under the United States Bankruptcy Code or the commencement of a proceeding by or against the City under any other law concerning insolvency, reorganization or bankruptcy; and

(e) If the State has limited or altered the rights of the City pursuant to the Act, as in force on the date of this Indenture, to fulfill the terms of any agreements made with the Trustee or the Bondholders or in any way impaired the rights and remedies of the Trustee or the Bondholders while any Bonds are Outstanding.

The term "default" as used in clauses (a), (b) and (c) above shall mean default by the City in the performance or observance of any of the covenants, agreements or conditions on its part contained in this Indenture or in the Bonds Outstanding hereunder, exclusive of any period of grace required to constitute a default an "Event of Default" as hereinabove provided.

Section 802. Acceleration. Upon the occurrence of an Event of Default, the Trustee may, and upon the written request of the Holders of not less than 51% in aggregate principal amount of Bonds Outstanding hereunder shall, by notice in writing delivered to the City, declare the principal of all Bonds then Outstanding, together with the interest accrued thereon, immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable.

Section 803. Other Remedies; Rights of Bondholders. Upon the occurrence of an Event of Default, the Trustee may, as an alternative, pursue any available remedy by suit at law or in equity, including, without limitation, mandamus to enforce the payment of the principal of and premium, if any, and interest on the Bonds then Outstanding hereunder.

If an Event of Default shall have occurred, and if it shall have been requested so to do by the Holders of not less than 51% in aggregate principal amount of Bonds Outstanding hereunder and if it shall have been indemnified as provided in Section 901(l) hereof, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred upon it by this Section 803 as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Bondholders.

No remedy by the terms of this Indenture conferred upon or reserved to the Trustee (or to the Bondholders) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

No delay or omission to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such

default or Event of Default or acquiescence therein; and every such right and power may be exercised from time to time and as often as may be deemed expedient.

No waiver of any default or Event of Default hereunder, whether by the Trustee or by the Bondholders, shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereon.

Section 804. Right of Bondholders to Direct Proceedings. Anything in this Indenture to the contrary notwithstanding, the Holders of not less than 51% in aggregate principal amount of Bonds Outstanding hereunder shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceeding hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture.

Section 805. Appointment of Receiver. Upon the occurrence of an Event of Default, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Bondholders under this Indenture, the Trustee shall be entitled to the appointment of a receiver or receivers of the Trust Estate and of the tolls, rents, revenues, issues, earnings, income, products and profits thereof, including, without limitation, the receipts of the Sales and Use Tax, pending such proceedings with such powers as the court making such appointment shall confer.

Section 806. Waiver. In case of an Event of Default on its part, as aforesaid, to the extent that such rights may then lawfully be waived, neither the City nor anyone claiming through the City or under the City shall or will set up, claim or seek to take advantage of any appraisement, valuation, stay, extension or redemption laws now or thereafter in force, in order to prevent or hinder the enforcement of this Indenture, but the City, for itself and all who may claim through or under it, hereby waives, to the extent that it lawfully may do so, the benefit of all such laws and all right of appraisement and redemption to which it may be entitled under the laws of the State.

Section 807. Application of Moneys. Available moneys remaining after discharge of costs, charges and liens prior to this Indenture shall be applied by the Trustee as follows:

(a) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

First: To the payment to the Persons entitled thereto of all installments of interest then due, in the order of the maturity of the installments of such interest, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or privilege;

Second: To the payment to the Persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions

of this Indenture), in the order of their due dates, with interest on such Bonds from the respective dates upon which they become due, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal due on such date, to the Persons entitled thereto without any discrimination or privilege of any Bond over any other Bond and without preference or priority of principal over interest or of interest over principal; and

Third: To the payment of the interest on and the principal of the Bonds, and to the redemption of Bonds, all in accordance with the provisions of Article V of this Indenture.

(b) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied first to the payment of the interest then due and unpaid upon the Bonds, and then to the payment of the principal then due and unpaid upon the Bonds, in each case without preference or priority of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Persons entitled thereto.

(c) If the principal of all the Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of this Article VIII then, subject to the provisions of paragraph (b) of this Section 807, in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of paragraph (a) of this Section 807.

Whenever moneys are to be applied by the Trustee pursuant to the provisions of this Section 807, such moneys shall be applied by it at such times, and from time to time, as it shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an interest payment date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date and shall not be required to make payment to the Holder of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Section 808. Remedies Vested in Trustee. All rights of action (including the right to file proof of claim) under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceeding relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee, without the necessity of joining as plaintiffs or defendants any Bondholders hereby secured, and any recovery of judgment shall be for the equal benefit of the Holders of all Outstanding Bonds.

Section 809. Rights and Remedies of Bondholders. No Bondholder shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless a default has occurred of which the Trustee has been notified as provided in subsection (g) of Section 901, or of which by said subsection it is deemed to have notice, nor unless such default shall have become an Event of Default and the Holders of not less than 51% in aggregate principal amount of Bonds Outstanding hereunder shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, nor unless also they have offered to the Trustee indemnity as provided in subsection (l) of Section 901, nor unless the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its own name; and such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more Holders of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by action of the Holder or Holders or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, held and maintained in the manner herein provided for the equal benefit of the Holders of all Bonds Outstanding hereunder. Nothing in this Indenture contained shall, however, affect or impair the right of any Bondholders to enforce the payment of the principal of and premium, if any, and interest on any Bonds at and after the maturity thereof, or the obligation of the City to pay the principal of and premium, if any, and interest on each of the Bonds issued hereunder to the respective Holders thereof at the time and place in said Bonds expressed.

Section 810. Termination of Proceedings. In case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, then and in every such case the City and the Trustee shall be restored to their former positions and rights hereunder with respect to the property herein conveyed, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken, except to the extent the Trustee is legally bound by such adverse determination.

Section 811. Waivers of Events of Default. The Trustee may, and upon the written request of the Holders of not less than 51% in principal amount of all Bonds Outstanding hereunder shall, waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal; provided, however, there shall not be waived any Event of Default described in clause (a) or (b) of the first paragraph of Section 801 hereof, unless prior to such waiver or rescission all arrears of principal (due otherwise than by declaration) and interest, and all expenses of the Trustee and Paying Agent, shall have been paid or provided for. In case of any such waiver or rescission the City, Trustee and the Bondholders shall be restored to their former positions and rights hereunder respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right subsequent thereon.

ARTICLE IX

TRUSTEE AND PAYING AGENTS

Section 901. Acceptance of Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture and agrees to perform said trusts, but only upon and subject to the following expressed terms and conditions:

(a) The Trustee may execute any of the trusts or powers hereof and perform any duties required of it by or through attorneys, agents, receivers or employees, and shall be entitled to advice of counsel concerning all matters of trusts hereof and its duties hereunder, and may in all cases pay reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. Reimbursement of such compensation paid by the Trustee is subject to the provisions of Section 902 hereof. The Trustee may act upon the opinion or advice of any attorney, surveyor, engineer or accountant selected by it in the exercise of reasonable care, or, if selected or retained by the City prior to the occurrence of a default of which the Trustee has been notified as provided in subsection (g) of this Section 901, or of which by said subsection the Trustee is deemed to have notice, approved by the Trustee in the exercise of such care. The Trustee shall not be responsible for any loss or damage resulting from an action or nonaction in accordance with any such opinion or advice.

(b) The Trustee shall not be responsible for any recital herein, or in the Bonds (except in respect to the certificate of authentication of the Trustee endorsed on such Bonds), or for the validity of the execution by the City of this Indenture or of any Supplemental Indentures or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby, or for the value of the title of the property herein conveyed or otherwise as to the maintenance of the security hereof; except that in the event the Trustee enters into possession of a part or all of the property herein conveyed pursuant to any provision of this Indenture, it shall use due diligence in preserving such property; and the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions and agreements aforesaid as to the condition of the property herein conveyed.

(c) The Trustee may become the owner of Bonds secured hereby with the same rights which it would have if not Trustee.

(d) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed by it, in the exercise of reasonable care, to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of the owner of any Bond secured hereby, shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(e) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a

Certificate of the City signed by its Mayor and attested by the City Clerk as sufficient evidence of the facts therein contained and, prior to the occurrence of a default of which it has been notified as provided in subsection (g) of this Section 901, or of which by that subsection it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction, or action is necessary or expedient, but may at its discretion, at the reasonable expense of the City, in every case secure such further evidence as it may think necessary or advisable but shall in no case be bound to secure the same. The Trustee may accept a certificate of the City Clerk of the City under its seal to the effect that a resolution in the form therein set forth has been adopted by the City as conclusive evidence that such resolution has been duly adopted, and is in full force and effect.

(f) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty of the Trustee, and the Trustee shall be answerable only for its own gross negligence or willful misconduct.

(g) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder (except for defaults under clause (a) or (b) of the first paragraph of Section 801 hereof as to which the Trustee shall be deemed to have notice) unless the Trustee shall be specifically notified in writing of such default by the City or by the Holders of at least 10% in aggregate principal amount of Bonds Outstanding hereunder, and all notices or other instruments required by this Indenture to be delivered to the Trustee must, in order to be effective, be delivered to the principal corporate trust office of the Trustee, and in the absence of such notice so delivered, the Trustee may conclusively assume there is no such default except as aforesaid.

(h) [Reserved].

(i) At any and all reasonable times the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect any and all of the property herein conveyed, including all books, papers and records of the City pertaining to the receipts of the Sales and Use Tax and the Bonds, and to take such memoranda from and in regard thereto as may be desired.

(j) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(k) Notwithstanding anything elsewhere in this Indenture contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action by the Trustee, deemed desirable for the purpose of establishing the right of the City to the authentication of any Bonds, the withdrawal of any cash, the release of any property, or the taking of any other action by the Trustee.

(l) Before taking such action hereunder, the Trustee may require that it be furnished an indemnity bond satisfactory to it for the reimbursement to it of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from the gross negligence or willful misconduct of the Trustee, by reason of any action so taken by the Trustee.

Section 902. Fees, Charges and Expenses of Trustee and Paying Agents; Trustee's Prior Lien. (a) Subject to subsection (b) of this Section 902, the City shall, from moneys lawfully available therefor, pay to the Trustee and any Paying Agent reasonable compensation for all services performed hereunder and also all reasonable expenses, charges and other disbursements and those of their attorneys, agents and employees incurred in and about the administration and execution of the trusts hereby created and the performance of the powers and duties hereunder and, to the extent permitted by law and from moneys lawfully available therefor, shall indemnify and save the Trustee harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder. With respect to the Series 2026 Bonds, the Trustee's initial authentication fee shall be $13,500 and the administration fee of the Trustee shall be $10,000 annually, with an additional $500 annual fee for each Account within the Project Fund relating to a Project financed with proceeds of the Series 2026 Bonds prior to the final Completion Date with respect to any such Project. If the City shall fail to make any payment required by this subsection (a), the Trustee may make such payment from any moneys in its possession under the provisions of this Indenture and shall be entitled to a preference therefor over any of the Bonds Outstanding hereunder. The City shall not be required to indemnify the Trustee against any liabilities which the Trustee may incur as a result of negligent or wrongful acts or omissions of the Trustee.

(b) The City shall pay to the Trustee compensation for its services as described in Section 902(a), provided that such compensation, together with all expenses, charges and other disbursements of the Trustee and its attorneys, agents and employees and all reimbursements to the Trustee for all costs and other disbursements as described in Section 901(a) hereof shall not exceed $7,500 annually (not including the initial authentication fee) without the prior written approval of the City, which approval shall not be unreasonably withheld. If the Trustee wishes to consult with or retain counsel for any purpose hereunder whose anticipated fees, together with all other compensation, disbursements and reimbursements of the Trustee and its attorneys, agents and employees to be paid by the City hereunder, shall exceed $10,000 annually, then such counsel shall have to be acceptable to the City and such fees shall have to be approved by the City as described above.

Section 903. Additional Duties of Trustee. (a) In addition to the other duties of the Trustee described in this Indenture, it shall be the duty of the Trustee, on or before the tenth day of each month after the month in which the Series 2026 Bonds are delivered, to file with the City a statement setting forth in respect of the preceding calendar month:

(i) the amount withdrawn or transferred by it and the amount deposited with it on account of each Fund and Account held by it under the provisions of this Indenture;

(ii) the amount on deposit with it at the end of such month to the credit of each such Fund and Account;

(iii) a brief description of all obligations held by it as an investment of moneys in each such Fund and Account;

(iv) the amount applied to the purchase or redemption of Bonds under the provisions of this Indenture and a description of the Bonds or portions of Bonds so purchased or redeemed; and

(v) any other information that the City may reasonably request, including, but not limited to, submittal of monthly statements of activity relating to the Bonds. Such information shall also be provided at the direction of the City to one additional designated entity.

All records and files pertaining to each such Fund and Account in the custody of the Trustee hereunder shall be open at all reasonable times to the inspection of the City and its agents and representatives, and the City may make copies thereof.

(b) The Trustee additionally shall be responsible for the preparation and timely distribution of any and all forms and reports required by law to all Bondholders, the State and the Internal Revenue Service in connection with the payment to the Bondholders of interest on the Bonds.

Section 904. Notice to Bondholders of Default. If a default occurs of which the Trustee is pursuant to the provisions of Section 901(g) deemed to have or is given notice, the Trustee shall promptly make demand upon the City and give notice to each owner of Bonds then Outstanding.

Section 905. Intervention by Trustee. In any judicial proceeding to which the City is a party and which in the opinion of the Trustee and its counsel has a substantial bearing on the interests of Holders of Bonds issued hereunder, the Trustee may intervene on behalf of Bondholders and shall do so if requested in writing by the Holders of at least 51% of the aggregate principal amount of Bonds Outstanding hereunder. The rights and obligations of the Trustee under this Section 905 are subject to the approval of the court having jurisdiction in the premises.

Section 906. Merger or Consolidation of Trustee. Any bank or trust company to which the Trustee may be merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole or substantially as a whole, or any bank or trust company resulting from any such sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor trustee hereunder and vested with all of the title to the whole property or Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed, or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding; provided, however, that such successor trustee shall have capital and surplus of at least $40 million.

Section 907. Resignation by Trustee. The Trustee and any successor trustee may at any time resign from the trusts hereby created by giving written notice to the City and the Bondholders, and such resignation shall take effect upon the appointment of a successor trustee by the Bondholders or by the City. Such notice may be served personally or sent by registered mail (to the City) or first class mail (to the Bondholders).

Section 908. Removal of Trustee. The Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Trustee and to the City, and signed by the Holders of not less than 51% in aggregate principal amount of Bonds Outstanding hereunder.

Section 909. Appointment of Successor Trustee. In case the Trustee hereunder shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by the court, a successor may be appointed by the Holders of not less than 51% in aggregate principal amount of Bonds Outstanding hereunder, by an instrument or concurrent instruments in writing signed by such Holders, or by their attorneys in fact, duly authorized; provided, nevertheless, that in case of such vacancy the City by an instrument executed and signed by its Mayor and attested by its City Clerk under its seal, shall appoint a temporary trustee to fill such vacancy until a successor trustee shall be appointed by the Bondholders in the manner above provided. Any such temporary trustee appointed by the City shall immediately and without further act be superseded by the trustee appointed by such Bondholders. Every such temporary trustee and every such successor trustee shall be a trust company or bank in good standing, having capital and surplus of not less than $40 million.

Section 910. Concerning Any Successor Trustee. Every successor or temporary trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the City an instrument in writing accepting such appointment hereunder, and thereupon such successor or temporary trustee, without any further act or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of the City or of its successor trustee, execute and deliver an instrument transferring to such successor all the estate, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor trustee shall deliver all securities, moneys and any other property held by it as trustee hereunder to its successor. Should any instrument in writing from the City be required by any successor trustee for more fully and certainly vesting in such successor the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor trustee, any and all such instruments in writing shall, on request, be executed, acknowledged, and delivered by the City.

Section 911. Reliance Upon Instruments. The resolutions, opinions, certificates and other instruments provided for in this Indenture may be accepted and relied upon by the Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for its actions taken hereunder.

Section 912. Appointment of Co-Trustee. The City and the Trustee shall have power to appoint, and upon the request of the Trustee the City shall for such purpose join with the Trustee in the execution of all instruments necessary or proper to appoint, another corporation or one or more Persons approved by the Trustee, either to act as co-trustee or co-trustees jointly with the Trustee of all or any of the property subject to the lien hereof, with such powers as may be provided in the instrument of appointment and to vest in such corporation or Person or Persons as such co-trustee any property, title, right or power deemed necessary or desirable. In the event that the City shall not have joined in such appointment within fifteen (15) days after the receipt by it of a request so to do, the Trustee alone shall have the power to make such appointment. Should any deed, conveyance or instrument in writing from the City be required by the co-trustee so appointed for more fully and certainly vesting in and confirming to such co-trustee such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the City. Every such co-trustee shall, to the extent permitted by law, be appointed subject to the following provisions and conditions, namely:

(1) The Bonds shall be authenticated and delivered, and all powers, duties, obligations and rights conferred upon the Trustee in respect of the custody of all money and securities pledged or deposited hereunder, shall be exercised solely by the Trustee; and

(2) The Trustee, at any time by an instrument in writing, may remove any such separate Trustee or co-trustee.

Every instrument, other than this Indenture, appointing any such co-trustee shall refer to this Indenture and the conditions of this Article IX expressed, and upon the acceptance in writing by such co-trustee, the co-trustee shall be vested with the estate or property specified in such instrument, jointly with the Trustee (except insofar as local law makes it necessary for any separate trustee to act alone), subject to all the trusts, conditions and provisions of this Indenture. Any such co-trustee may at any time, by an instrument in writing, constitute the Trustee as the co-trustee's agent or attorney-in-fact with full power and authority, to the extent authorized by law, to do all acts and things and exercise all discretion authorized or permitted by the co-trustee, for and on behalf of the co-trustee and in the co-trustee's name. In case any co-trustee shall die, become incapable of acting, resign or be removed, all the estate, properties, rights, powers, trusts, duties and obligations of said co-trustee shall vest in and be exercised by the Trustee until the appointment of a new trustee or a successor to such co-trustee.

Section 913. Designation and Succession of Paying Agents. The Trustee and any other banks or trust companies designated as Paying Agent or Paying Agents in any Supplemental Indenture or in an instrument appointing a successor Trustee shall be the Paying Agent or Paying Agents for the Bonds.

Any bank or trust company with which or into which any Paying Agent may be merged or consolidated, or to which the assets and business of such Paying Agent may be sold, shall be deemed the successor of such Paying Agent for the purposes of this Indenture. If the position of Paying Agent shall become vacant for any reason, the City shall, within thirty (30) days thereafter, appoint such bank or trust company as shall be specified by the City as such Paying Agent to fill

such vacancy; provided, however, that, if the City shall fail to appoint such Paying Agent within said period, the Trustee shall make such appointment.

The Paying Agents shall enjoy the same protective provisions in the performance of its duties hereunder as are specified in Section 901 hereof with respect to the Trustee insofar as such provisions may be applicable.

ARTICLE X

SUPPLEMENTAL INDENTURES

Section 1001. Supplemental Indentures Not Requiring Consent of Bondholders. The City and the Trustee may, from time to time and at any time, without the consent of or notice to the Bondholders, enter into Supplemental Indentures as follows:

(a) to cure any formal defect, omission, inconsistency or ambiguity in this Indenture;

(b) to grant to or confer or impose upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers, authority, security, liabilities or duties which may lawfully be granted, conferred or imposed and which are not contrary to or inconsistent with this Indenture as theretofore in effect, provided that no such additional liabilities or duties shall be imposed upon the Trustee without its consent;

(c) to add to the covenants and agreements of, and limitations and restrictions upon, the City in this Indenture other covenants, agreements, limitations and restrictions to be observed by the City which are not contrary to or inconsistent with this Indenture as theretofore in effect;

(d) to confirm, as further assurance, any pledge under, and the subjection to any claim, lien or pledge created or to be created by, this Indenture, of the Trust Estate or of any other moneys, securities or funds;

(e) to comply with the requirements of the Trust Indenture Act of 1939, as from time to time amended;

(f) to authorize the issuance and sale of one or more series of Additional Bonds;

(g) to make such additions, deletions or modifications as may be necessary to assure compliance with Section 148(f) of the Code relating to required rebate to the United States or otherwise as may be necessary to assure exemption from federal income taxation of interest on the Bonds; or

(h) to modify, alter, amend or supplement this Indenture in any other respect which is not materially adverse to the Bondholders and which does not involve a change described in clause (a), (b), (c), (d), (e) or (f) of Section 1002 hereof and which, in the judgment of the Trustee, is not to the prejudice of the Trustee.

Section 1002. Supplemental Indentures Requiring Consent of Bondholders. Subject to the terms and provisions contained in this Section 1002, and not otherwise, the Holders of not less than 2/3 in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the City and the Trustee of such indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the City for the purpose of modifying, altering, amending, adding to, or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that nothing herein contained shall permit or be construed as permitting (a) an extension of the maturity (or mandatory redemption date) of the principal of or the interest on any Bond issued hereunder, or (b) a reduction in the principal amount of or redemption premium or rate of interest on any Bond issued hereunder, or (c) the creation of any lien on the Trust Estate or any part thereof, except as hereinbefore expressly permitted, or (d) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (e) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Indenture, or (f) depriving the Holder of any Bond then Outstanding of the lien hereby created on the Trust Estate. Nothing herein contained, however, shall be construed as making necessary the approval of Bondholders of the execution of any Supplemental Indenture as provided in Section 1001 of this Article X.

If, at any time the City shall request the Trustee to enter into any Supplemental Indenture for any of the purposes of this Section, the Trustee shall, at the expense of the City, cause notice of the proposed execution of such Supplemental Indenture to be mailed by first class mail to each registered owner of the Bonds. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the principal office of the Trustee for inspection by Bondholders. The Trustee shall not, however, be subject to any liability to any Bondholder by reason of its failure to mail such notice, and any such failure shall not affect the validity of such Supplemental Indenture when consented to and approved as provided in this Section 1002. If the Holders of not less than 2/3 in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture shall have consented to and approved the execution thereof as herein provided, no Holder of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof.

Section 1003. Effect of Supplemental Indentures. Upon the execution of any Supplemental Indenture entered into pursuant to Section 1001 or 1002 hereof, this Indenture shall be deemed to be modified and amended in accordance therewith.

ARTICLE XI

[RESERVED]

ARTICLE XII

MISCELLANEOUS

Section 1201. Consents, etc. of Bondholders. Any request, direction, objection or other instrument required by this Indenture to be signed and executed by the Bondholders may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondholders in person or by agent appointed in writing. Proof of the execution of any such request, direction, objection or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken by it under such request or other instrument, namely:

(a) The fact and date of the execution by any Person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the Person signing such writing acknowledged before such officer the execution thereof, or by an affidavit of any witness to such execution.

(b) The fact of ownership of Bonds and the amount or amounts, numbers, and other identification of such Bonds, and the date of holding the same shall be proved by the registration books of the City maintained by the Trustee, as Bond registrar.

Section 1202. Notices. Except as otherwise provided in this Indenture, all notices, certificates or other communications shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, to the City or the Trustee. Notices, certificates or other communications shall be sent to the following addresses:

City:	City of Fayetteville City Administration Building 113 West Mountain Fayetteville, Arkansas 72701 Attention: Mayor
Trustee:	Simmons Bank 501 Main Street Pine Bluff, Arkansas 71601 Attention: Corporate Trust

Either of the foregoing may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 1203. Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture, or the Bonds issued hereunder, is intended or shall be construed to give to any person or company other than the parties hereto, and the Holders of the Bonds secured by this Indenture any legal or equitable rights, remedy, or claim under or in respect to this Indenture or any covenants, conditions, and

provisions hereof being intended to be and being for the sole exclusive benefit of the parties hereto and the Holders of the Bonds hereby secured as herein provided.

Section 1204. Severability. If any provisions of this Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions or in all cases because it conflicts with any provisions or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or paragraphs in this Indenture contained shall not affect the remaining portions of this Indenture or any part thereof.

Section 1205. Applicable Provisions of Law. This Indenture shall be considered to have been executed in the State of Arkansas and it is the intention of the parties that the substantive law of the State of Arkansas govern as to all questions of interpretation, validity and effect.

Section 1206. Counterparts. This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 1207. Successors and Assigns. All the covenants, stipulations, provisions, agreements, rights, remedies and claims of the parties hereto in this Indenture contained shall bind and inure to the benefit of their successors and assigns.

Section 1208. Captions. The captions or headings in this Indenture are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Indenture.

Section 1209. Photocopies and Reproductions. A photocopy or other reproduction of this Indenture may be filed as a financing statement pursuant to the Uniform Commercial Code, although the signatures of the City and the Trustee in such reproduction are not original manual signatures.

Section 1210. Bonds Owned by the City. In determining whether Bondholders of the requisite aggregate principal amount of the Bonds have concurred in any direction, consent or waiver under this Indenture, Bonds which are owned by the City shall be disregarded and deemed not to be Outstanding for the purpose of any such determination, except that, for the purpose of determining whether the Trustee shall be protected in relying on any such direction, consent or waiver, only Bonds which the Trustee knows are so owned shall be so disregarded. Bonds so owned which have been pledged in good faith may be regarded as Outstanding if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Bonds and that the pledgee is not the City. In case of a dispute as to such right, any decision by the Trustee taken upon the advice of counsel shall be full protection to the Trustee.

IN WITNESS WHEREOF, the City has caused these presents to be signed in its name and behalf by its Mayor and attested by its City Clerk, and, to evidence its acceptance of the trust hereby created, the Trustee has caused these presents to be signed in its behalf by its duly authorized officers.

CITY OF FAYETTEVILLE, ARKANSAS

By:_____
Mayor

ATTEST:

_____
City Clerk

SIMMONS BANK, as Trustee

By:_____
Title:

ATTEST:

By:_____
Title:

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

Before me a Notary Public, duly commissioned, qualified and acting within and for the State and county aforesaid, appeared in person the within named Molly Rawn and Kara Paxton, Mayor and City Clerk, respectively, of the City of Fayetteville, Arkansas, to me personally known, who stated that they were duly authorized in their respective capacities to execute the foregoing instrument for and in the name of the City, and further stated and acknowledged that they had signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ___ day of _____, 2026.

_____
Notary Public

My Commission expires:

_____

(SEAL)

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF JEFFERSON)

Before me a Notary Public, duly commissioned, qualified and acting within and for the State and county aforesaid, appeared in person the within named _____ and _____, the _____ and the _____, respectively, of Simmons Bank, to me personally known, who stated that they were duly authorized in their respective capacities to execute the foregoing instrument for and in the name of the bank, and further stated and acknowledged that they had signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ___ day of _____, 2026.

_____
Notary Public

My Commission expires:

_____

(SEAL)

[ACKNOWLEDGEMENT TO TRUST INDENTURE]

EXHIBIT A TO TRUST INDENTURE

Form of Series 2026 Bond

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the City or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by the authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), any transfer, pledge or other use hereof for value or otherwise by or to any person is wrongful inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

REGISTERED **REGISTERED**
No. R26-___ $_____

UNITED STATES OF AMERICA
STATE OF ARKANSAS
CITY OF FAYETTEVILLE, ARKANSAS
SALES AND USE TAX CAPITAL IMPROVEMENT AND REFUNDING BOND
SERIES 2026

Interest Rate: ____% Maturity Date: November 1, 20__

Date of Bond: _____, 2026 CUSIP: _____

Registered Owner: CEDE & CO.

Principal Amount: _____ DOLLARS

KNOW ALL MEN BY THESE PRESENTS:

That the City of Fayetteville, Arkansas, a municipality and political subdivision organized and existing by virtue of the laws of the State of Arkansas (the "City"), for value received, promises to pay to the Registered Owner shown above, or registered assigns, on the Maturity Date shown above, but solely from the source and in the manner hereinafter set forth, the Principal Amount shown above, and in like manner to pay interest on said amount from the date hereof until payment of such Principal Amount has been made or duly provided for, at the Interest Rate per annum shown above, such interest to be payable semiannually on May 1 and November 1 of each year, commencing _____ 1, 202_, except as the provisions hereinafter set forth with respect to redemption of this bond prior to maturity may become applicable hereto. The principal of and premium, if any, on this bond are payable in lawful money of the United States of America upon the presentation and surrender hereof at the principal corporate trust office of Simmons Bank, Pine Bluff, Arkansas, or its successor or successors, as trustee (the "Trustee"). So long as Cede & Co. or another nominee of DTC is the registered owner of this bond, payment of interest hereon shall be made by wire transfer of immediately available funds by the Trustee to the Registered Owner as of the fifteenth day of the calendar month preceding the calendar month in which such interest payment date shall fall (the "Record Date"). At any time thereafter, payment of interest hereon

shall be made by check or draft of the Trustee to the Registered Owner as of the applicable Record Date, at the owner's address as it appears on the bond registration books of the City kept by the Trustee.

This bond, designated "Sales and Use Tax Capital Improvement and Refunding Bond, Series 2026", is one of a series of bonds aggregating _____ Dollars ($_____) (the "Series 2026 Bonds"). The Series 2026 Bonds are being issued in part for the purpose of financing all or a portion of the costs of (i) water and wastewater system rehabilitation and improvements (the "Water/Wastewater System Project"); (ii) parks system and related improvements (the "Parks System Project"); (iii) an animal services facility and related improvements (the "Animal Services Facility Project"); (iv) trail system and related improvements (the "Trails System Project"); (v) streets and transportation-related improvements (the "Transportation System Project"); (vi) a recycling drop-off facility and a household hazardous waste facility and related improvements (the "Sustainability Project"); (vii) an aquatics/recreation center and related improvements (the "Aquatics/Recreation Center Project"); and (viii) a fire training facility and fire station construction and related improvements and the acquisition of firefighting vehicles, equipment and apparatus (the "Fire Department Project," and together with the Water/Wastewater System Project, the Parks System Project, the Animal Services Facility Project, the Trails System Project, the Transportation System Project, the Sustainability Project and the Aquatics/Recreation Center Project, the "Projects").

The Series 2026 Bonds are also being issued for the purpose of financing the defeasance and redemption of the City's (i) Sales and Use Tax Capital Improvement Bonds, Series 2022 (the "Series 2022 Bonds"), and (ii) Sales and Use Tax Capital Improvement Bonds, Series 2024 (the "Series 2024 Bonds," and together with the Series 2022 Bonds, the "Prior Bonds").

Series 2026 Bond proceeds will be utilized to pay Project costs, to refund the Prior Bonds, and to pay the costs of issuance of the Series 2026 Bonds.

The Series 2026 Bonds are issued under and are secured by and entitled to the protection of a Trust Indenture dated as of _____ 1, 2026 (the "Indenture"), by and between the City and the Trustee, which Indenture is available for inspection at the principal corporate trust office of the Trustee. Reference is hereby made to the Indenture and to all indentures supplemental thereto for the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the City, the Trustee and the owners of the Series 2026 Bonds, and the terms upon which the Series 2026 Bonds are issued and secured.

The Series 2026 Bonds are issued pursuant to and in full compliance with the Constitution and laws of the State of Arkansas, including particularly Amendment No. 62 to the Constitution of Arkansas, as implemented by the Local Government Bond Act of 1985, codified as Arkansas Code Annotated §§14-164-301 *et seq.* (as from time to time amended, the "Local Government Bond Act"), Ordinance No. ____ of the City adopted _____, 2026, which ordinance authorized the execution and delivery of the Indenture, and a special election duly held on March 3, 2026, at which a majority of the qualified electors of the City voting approved the issuance of the Series 2026 Bonds. In accordance with the Local Government Bond Act, the City has pledged all receipts from a one percent (1.00%) local sales and use tax (the "Sales and Use Tax") levied by

the City pursuant to Ordinance No. 6920, adopted by the City on October 21, 2025, to provide funds for the repayment of the Series 2026 Bonds.

The pledge of the receipts of the Sales and Use Tax (the "Tax Receipts") presently secures payment of the Series 2026 Bonds. Said Tax Receipts may additionally be pledged to secure the payment of up to $_____ in aggregate principal amount of Additional Bonds issued under the provisions of the Indenture. The Indenture provides that the City may hereafter issue Additional Bonds from time to time under certain terms and conditions contained in the Indenture and, if issued or incurred, such Additional Bonds will rank on a parity of security with the Series 2026 Bonds and be equally and ratably secured by and entitled to the protection of the Indenture.

The Series 2026 Bonds are not general obligations of the City, but are special obligations secured by an irrevocable pledge of and lien on the Tax Receipts, as more particularly described in the Indenture. In no event shall the Series 2026 Bonds constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation.

The holder of this Series 2026 Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Series 2026 Bonds and Additional Bonds, if any, issued under the Indenture and then outstanding may be declared and may become due and payable before the stated maturity thereof, together with accrued interest thereon. Modifications or alterations of the Indenture, or of any indenture supplemental thereto, may be made only to the extent and in the circumstances permitted by the Indenture.

The Series 2026 Bonds shall be redeemed prior to maturity, in whole or in part, on any interest payment date, in inverse order of maturity and by lot in such manner as the Trustee shall determine within a maturity, at a redemption price equal to 100% of the principal amount being redeemed, plus accrued interest to the date of redemption, from Project Fund moneys in excess of the amount needed to complete the Water/Wastewater System Project, the Parks System Project, the Animal Services Facility Project, the Trails System Project, the Transportation System Project, the Sustainability Project, the Aquatics/Recreation Center Project or the Fire Department Project.

The Series 2026 Bonds shall be redeemed prior to maturity, in whole or in part, on any interest payment date, in inverse order of maturity and by lot in such manner as the Trustee shall determine within a maturity, at a redemption price equal to 100% of the principal amount being redeemed, plus accrued interest to the date of redemption, from Surplus Tax Receipts. "Surplus Tax Receipts" are Tax Receipts in excess of the amount necessary (i) to ensure the prompt payment of scheduled debt service on the Series 2026 Bonds and Additional Bonds, (ii) pay any arbitrage rebate due under Section 148(f) of the Internal Revenue Code of 1986, as amended, with respect to the Series 2026 Bonds or any Additional Bonds, and (iii) pay Trustee and Paying Agent fees and expenses. While any of the Series 2026 Bonds remain Outstanding, all Surplus Tax Receipts shall be allocated to the redemption of the Series 2026 Bonds.

The Series 2026 Bonds are subject to redemption with funds from any source, at the option of the City, communicated in a written notice to the Trustee not less than sixty (60) days prior to the date fixed for redemption, in whole or in part on any date on or after _____ 1, 20__, in such maturities as shall be selected by the City and by lot in such manner as the Trustee shall determine within a maturity, at a redemption price equal to 100% of the principal amount being redeemed plus accrued interest to the date of redemption.

The Series 2026 Bonds maturing on November 1, 20__, are subject to mandatory sinking fund redemption prior to maturity in part, on November 1 in the years and amounts set forth below at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption, without premium;

Year	**Principal Amount**
20__	$
20__	$
20__ (maturity)	$

The Series 2026 Bonds maturing on November 1, 20__, are subject to mandatory sinking fund redemption prior to maturity in part, on November 1 in the years and amounts set forth below at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption, without premium; and

Year	**Principal Amount**
20__	$
20__	$
20__ (maturity)	$

The Series 2026 Bonds maturing on November 1, 20__, are subject to mandatory sinking fund redemption prior to maturity in part, on November 1 in the years and amounts set forth below at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption, without premium; and

Year	**Principal Amount**
20__	$
20__	$
20__ (maturity)	$

At its option, to be exercised on or before the 45th day next preceding any mandatory sinking fund redemption date for any Series 2026 Bonds, the City may deliver to the Trustee for cancellation Series 2026 Bonds of the appropriate maturity, or portions thereof ($5,000 or any integral multiple thereof), in any aggregate principal amount desired. Each such Series 2026 Bond, or portion thereof, so delivered or previously redeemed (otherwise than through mandatory sinking fund redemption) and canceled by the Trustee shall be credited by the Trustee at 100% of the principal amount thereof on the obligation of the City on such mandatory sinking fund redemption date, and any excess over such amount shall be credited on future mandatory sinking fund

redemption obligations of that maturity in chronological order, and the principal amount of such Series 2026 Bonds so to be redeemed shall be accordingly reduced.

Notwithstanding the foregoing, so long as DTC or its nominee is the sole registered owner of the Series 2026 Bonds, the particular Series 2026 Bonds or portions thereof to be redeemed in part within a maturity shall be selected by lot by DTC in such manner as DTC shall determine. In selecting Series 2026 Bonds for redemption prior to maturity, in the case any outstanding Series 2026 Bond is in a denomination greater than $5,000, each $5,000 of face value of such Series 2026 Bond shall be treated as a separate Series 2026 Bond of the denomination of $5,000.

In the event any of the Series 2026 Bonds or portions thereof (which shall be $5,000 or any integral multiple thereof) are called for redemption, notice thereof shall be given by the Trustee by first class mail to the registered owner of each such Series 2026 Bond addressed to such registered owner at his registered address and placed in the mails not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of the proceedings for the redemption of any Series 2026 Bond with respect to which no such failure or defect has occurred. Each notice shall identify the Series 2026 Bonds or portions thereof being called, and the date on which they shall be presented for payment. After the date specified in such call notice, the Series 2026 Bond or Bonds so called for redemption will cease to bear interest provided funds sufficient for their redemption have been deposited with the Trustee, and, except for the purpose of payment, shall no longer be protected by the Indenture and shall not be deemed to be outstanding under the provisions of the Indenture.

This Series 2026 Bond may be transferred on the books of registration kept by the Trustee by the registered owner or by his duly authorized attorney upon surrender hereof, together with a written instrument of transfer duly executed by the registered owner or his duly authorized attorney.

The Series 2026 Bonds are issuable as registered bonds without coupons in denominations of $5,000 and any integral multiple thereof. Subject to the limitations and upon payment of the charges provided in the Indenture, Series 2026 Bonds may be exchanged for a like aggregate principal amount of Series 2026 Bonds of other authorized denominations.

No recourse shall be had for the payment of the principal of or premium, if any, or interest on any of the Series 2026 Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in the Series 2026 Bonds or the Indenture against any past, present or future City Council member, officer or employee of the City, or any successor, as such, either directly or through the City or any successor of the City, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such City Council member, officer or employee as such is hereby expressly waived and released as a condition of and consideration for the issuance of any of the Series 2026 Bonds.

This Series 2026 Bond is issued with the intent that the laws of the State of Arkansas will govern its construction.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Series 2026 Bonds do exist, have happened and have been performed in due time, form and manner as required by law; that the indebtedness represented by the Series 2026 Bonds, together with all obligations of the City, does not exceed any constitutional or statutory limitation; and that the revenues pledged to the payment of the principal of and premium, if any, and interest on the Series 2026 Bonds as the same become due and payable will be sufficient in amount for that purpose.

This Series 2026 Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been signed by the Trustee.

IN WITNESS WHEREOF, the City of Fayetteville, Arkansas has caused this Series 2026 Bond to be executed by its Mayor and City Clerk, thereunto duly authorized (by their manual or facsimile signatures), and its corporate seal to be affixed or imprinted hereon, all as of the date hereof shown above.

CITY OF FAYETTEVILLE, ARKANSAS

By:_____
Mayor

ATTEST:

By:_____
City Clerk

(S E A L)

(Form of Trustee's Certificate)

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This bond is one of the Series 2026 Bonds of the issue described in and issued under the provisions of the within mentioned Indenture.

Attached hereto is the complete text of the opinion of Kutak Rock LLP, a signed original of which is on file with the undersigned, delivered and dated the date of the original delivery of and payment for the Series 2026 Bonds.

SIMMONS BANK,
as Trustee

By:_____

Authorized Signature

(Form of Assignment)

ASSIGNMENT

FOR VALUE RECEIVED, _____, hereby sells, assigns, and transfers unto _____ , the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ as attorney to transfer the within Bond on the books kept for registration thereof with full power of substitution in the premises.

DATE: _____, 20__.

_____
Transferor

GUARANTEED BY:

_____

NOTICE: Signature(s) must be guaranteed by an institution satisfactory to the Trustee or other transfer agent.

EXHIBIT B TO TRUST INDENTURE

COVERAGE CERTIFICATE

City of Fayetteville, Arkansas
Series 2026 Sales and Use Tax Capital Improvement and Refunding Bonds

Date:_____

TO: Simmons Bank, as Trustee

This certificate is provided pursuant to the provisions of Section 212 of the Trust Indenture dated as of _____ 1, 2026 (the "Indenture"), by and between the City of Fayetteville, Arkansas (the "Issuer") and you, as trustee, in connection with the proposed issuance of Additional Bonds. In connection with such issuance or drawdown, the undersigned certifies as follows:

(a) Receipts of the 1.00% Sales and Use Tax for the preceding twelve (12) months*: $_____

(b) Maximum Annual Debt Service on all Outstanding Bonds and Subordinate Obligations, plus the proposed Additional Bonds: $_____

(c) (a) divided by (b) = _____% (which is greater than 150%)

* Receipts of the Existing Tax (as defined in the Indenture) may be included as receipts of the Sales and Use Tax for all or any portion of the most recent twelve (12) month period during which the Sales and Use Tax (as defined in the Indenture) was not being collected.

The undersigned hereby certifies that he is authorized to deliver this Certificate on behalf of the Issuer.

No Event of Default exists under the Indenture and, to the knowledge of the undersigned, no event has occurred and continues which with notice or lapse of time or both would constitute an Event of Default under the Indenture. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Indenture.

CITY OF FAYETTEVILLE, ARKANSAS

By:_____
Chief Financial Officer

EXHIBIT C TO TRUST INDENTURE

REQUISITION

City of Fayetteville, Arkansas
Series 2026 Sales and Use Tax Capital Improvement and Refunding Bonds

Date:_____
Requisition No.:_____

TO: Simmons Bank, as Trustee

Pursuant to the provisions of Section 502 of the Trust Indenture dated as of _____ 1, 2026 (the "Indenture"), by and between the City of Fayetteville, Arkansas (the "Issuer") and you, as trustee, you are authorized to make the following described payment directly to the Payee named below (or to reimburse the City for making such payment) from the _____ Project Account of the Project Fund:

Name and Address of Payee: _____

_____

_____

Amount of Payment: $_____

General Classification of the Expenditures: _____

_____

_____

The undersigned hereby certifies that he is authorized to deliver this Requisition on behalf of the Issuer.

The amount requested hereunder has not been the basis for any previous Requisition by the Issuer and is justly due and owing to the person(s) named herein as a proper payment or reimbursement of a Project Cost with respect to the _____ Project.

No Event of Default exists under the Indenture and, to the knowledge of the undersigned, no event has occurred and continues which with notice or lapse of time or both would constitute an Event of Default under the Indenture.

CITY OF FAYETTEVILLE, ARKANSAS

By:_____
Authorized Representative

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-2142

MEETING OF JUNE 30, 2026

TO: Mayor Rawn and City Council

THROUGH: Kit Williams, City Attorney

FROM: Sarah Moore, Ward 2, Position 1

SUBJECT: **An Ordinance to promote transparency**

RECOMMENDATION:
Council Member Sarah Moore recommends passing an Ordinance prohibiting the City of Fayetteville from entering into nondisclosure agreements that restrict disclosure of public records or public business beyond that authorized by law, and to declare an emergency.

BACKGROUND:
The Arkansas Freedom of Information Act, Ark. Code Ann. § 25-19-101 et seq., declares that public business should be conducted in an open and public manner.

DISCUSSION:
The Fayetteville City Council finds that transparency and public confidence are best served when city officials, employees, contractors, and representatives understand that no agreement may supersede the requirements of the Arkansas Freedom of Information Act. The use of nondisclosure agreements or confidentiality provisions involving public business may undermine the public's ability to evaluate governmental decisions and expenditures.

BUDGET/STAFF IMPACT:
N/A

ATTACHMENTS: 3. Sarah Moore Request and Approval

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

File #: 2026-2142

AN ORDINANCE PROHIBITING THE CITY OF FAYETTEVILLE FROM ENTERING INTO NONDISCLOSURE AGREEMENTS THAT RESTRICT DISCLOSURE OF PUBLIC RECORDS OR PUBLIC BUSINESS BEYOND THAT AUTHORIZED BY LAW, AND TO DECLARE AN EMERGENCY

WHEREAS, the Arkansas Freedom of Information Act, Ark. Code Ann. § 25-19-101 et seq., declares that public business should be conducted in an open and public manner; and

WHEREAS, the Fayetteville City Council finds that transparency and public confidence are best served when city officials, employees, contractors, and representatives understand that no agreement may supersede the requirements of the Arkansas Freedom of Information Act; and

WHEREAS, the use of nondisclosure agreements or confidentiality provisions involving public business may undermine the public's ability to evaluate governmental decisions and expenditures.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines that the City of Fayetteville shall not enter into, approve, or enforce any nondisclosure agreement or confidentiality agreement relating to the conduct of public business and that any provision in a contract, settlement agreement, memorandum of understanding, or other instrument that purports to restrict disclosure beyond that required by state or federal law shall be void as against public policy and unenforceable.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby determines if requested by City Staff for consideration of a needed nondisclosure agreement, such proposed agreement shall be submitted to the City Council for consideration at a public meeting following a public hearing. No confidentiality agreement shall become effective unless approved by Ordinance or resolution adopted by a majority vote of the City Council.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby determines that nothing in this ordinance shall prohibit the City from protecting records that are exempt from disclosure under:

a. The Arkansas Freedom of Information Act;
b. Any state or federal statute requiring confidentiality;
c. Court order; or
d. Any other protection recognized by Arkansas law.

Section 4: That the City Council of the City of Fayetteville, Arkansas hereby determines that the City Attorney shall provide guidance to City departments regarding compliance with this ordinance and the Arkansas Freedom of Information Act and shall review proposed confidentiality provisions in all City contracts for legal compliance prior to signing by any staff or elected city person.

Section 5: That the City Council of the City of Fayetteville, Arkansas hereby determines that if any section, subsection, sentence, clause, phrase, or provision of this ordinance is declared unconstitutional or invalid, such declaration shall not affect the validity of the remaining portions of this ordinance.

Section 6: That the City Council of the City of Fayetteville, Arkansas hereby determines that both the city staff signing a nondisclosure agreement as well as the City Attorney's Office reviewing the document shall submit the final document to the City Clerk's Office for archive in the public record and be readily available for review by the public.

Section 7: Emergency Clause. That the City Council of the City of Fayetteville, Arkansas hereby determines that an emergency exists so that this Ordinance shall become effective immediately after its passage and approval.

CivicClerk No.: 2026-2142

AGENDA REQUEST FORM

FOR: Council Meeting of July 7, 2026

FROM: Sarah Moore

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

AN ORDINANCE PROHIBITING THE CITY OF FAYETTEVILLE FROM ENTERING INTO NONDISCLOSURE AGREEMENTS THAT RESTRICT DISCLOSURE OF PUBLIC RECORDS OR PUBLIC BUSINESS BEYOND THAT AUTHORIZED BY LAW, AND TO DECLARE AN EMERGENCY

APPROVED FOR AGENDA:

Approved by email — 6-23-26

Council Member Sarah Moore — Date

Kit Williams — June 22, 2026 — Date

Approved as to form

Mayor Molly Rawn — Date

Acknowledgement

Outlook

Re: Attached Image

From Moore, Sarah <sarah.moore@fayetteville-ar.gov>
Date Mon 6/22/2026 5:57 PM
To Williams, Kit <kwilliams@fayetteville-ar.gov>

This looks great Kit. Thanks for the help on all of the changes and for spending time with me on what I was trying to achieve given feedback from residents.

I appreciate it.

Sarah Moore
Fayetteville City Council, Ward 2
sarah.moore@fayetteville-ar.gov
479.263.6629

CITY OF FAYETTEVILLE ARKANSAS

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: Williams, Kit <kwilliams@fayetteville-ar.gov>
Date: Monday, June 22, 2026 at 4:52 PM
To: Moore, Sarah <sarah.moore@fayetteville-ar.gov>
Subject: Fw: Attached Image

Sarah,
Please review for your changes.

Kit Williams
City Attorney
City of Fayetteville AR
479-575-8313

From: City Hall 3rd Floor BW Copier Shared <3rdfloorbw@fayetteville-ar.gov>
Sent: Monday, June 22, 2026 4:58 PM
To: Williams, Kit <kwilliams@fayetteville-ar.gov>
Subject: Attached Image

Outlook

Re: NDA ordinance

From Moore, Sarah <sarah.moore@fayetteville-ar.gov>
Date Mon 6/22/2026 3:33 PM
To Williams, Kit <kwilliams@fayetteville-ar.gov>

Good Afternoon Kit.

Thanks for getting this back over to me. Here are the edits that I'd like to do.

Section 2- delete c attorney-client privilege

On Section 1- My goal is to make it clear that NDAs or agreements of any sort made that would not allow for the public to know about or to be able to know of their business is prohibited. Can you look at this as possible replacement language to what is the current section 1.

The City of Fayetteville shall not enter into, approve, or enforce any nondisclosure agreement or confidentiality agreement relating to the conduct of public business. Any provision in a contract, settlement agreement, memorandum of understanding, or other instrument that purports to restrict disclosure beyond that required by state or federal law shall be void as against public policy and unenforceable.

Council Approval Required. If city staff find that there is need for consideration of a nondisclosure agreement, any proposed confidentiality agreement shall be submitted to the City Council for consideration at a public meeting following a public hearing. No confidentiality agreement shall become effective unless approved by ordinance or resolution adopted by a majority vote of the City Council.

I also confirmed with Kara Paxton that code already in place will dictate on retention for the records that they would manage from this so current language is ok with her office.

Thanks!

Sarah Moore
Fayetteville City Council, Ward 2
sarah.moore@fayetteville-ar.gov
479.263.6629

CITY OF FAYETTEVILLE ARKANSAS

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