

Alderman Adella Gray
Ward 1 Position 1

Alderman Sarah Marsh
Ward 1 Position 2

Alderman Mark Kinion
Ward 2 Position 1

Alderman Matthew Petty
Ward 2 Position 2



Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra E. Smith

Alderman Justin Tennant
Ward 3 Position 1

Alderman Martin W. Schoppmeyer, Jr.
Ward 3 Position 2

Alderman John La Tour
Ward 4 Position 1

Alderman Alan T. Long
Ward 4 Position 2

**City of Fayetteville Arkansas
City Council Meeting
July 7, 2015**

A meeting of the Fayetteville City Council was held on July 7, 2015 at 5:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions

City Council Meeting Presentations, Reports and Discussion Items

1. Advertising and Promotion Commission Appointment Report

APPROVED

Agenda Additions

A. Consent

1. Approval of the June 17, 2015 City Council meeting minutes.

APPROVED

2. **RFP #15-05 Challenger Teamwear:** A resolution to award RFP #15-05 and authorize a contract with Challenger Teamwear for the purchase of youth soccer uniforms in the amount of \$12.15 plus tax per uniform for the Fall 2015 and Spring 2016 seasons, with an option to renew for the Fall 2016 and Spring 2017 seasons.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 109-15

3. **Hazmat Services Revenue:** A resolution to approve a budget adjustment recognizing hazmat services revenue received by the Fire Department from Washington County in the amount of \$1,726.00 and increasing the related expense budget.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 110-15

4. **Fayetteville Police Department Policies:** A resolution to approve Fayetteville Police Department policies 22.2.8 Military Activations, 22.3 Secondary Employment, 41.1.1 Patrol, and 61.4.3 Towed Vehicles.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 111-15

5. **Tri Star Contractors, LLC:** A resolution to award Bid No. 15-35 and authorize a contract with Tri Star Contractors, LLC in the amount of \$252,500.00 for construction services for the Airport Terminal Apron Rehabilitation Project, to approve Change Order No. 1 to the contract with Tri Star Contractors, LLC in the amount of \$197,500.00 to increase certain quantities of concrete repair, to approve a 5% project contingency, to accept a 90/10 grant from the Arkansas Department of Aeronautics in the amount of \$470,700.00, and to approve a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 112-15

6. **McClelland Consulting Engineers, INC. Agreement No. 1:** A resolution to approve Supplemental Agreement No. 1 to the contract with McClelland Consulting Engineers, Inc. in the amount of \$164,480.71 for additional engineering services associated with the rehabilitation of the historic Maple Street and Lafayette Street Bridges, and to approve a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 113-15

7. **Watershed Conservation Resource Center Task Order No. 3:** A resolution to approve Task Order No. 3 with the Watershed Conservation Resource Center for the design and construction of a stream restoration project on an unnamed tributary of Cato Springs Branch near the southern boundary of the Regional Park and for a feasibility analysis of the removal of an existing dam on the West Fork of the White River.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 114-15

8. **College Marketplace (Fayetteville), LLC:** A resolution to authorize a contract with College Marketplace (Fayetteville), LLC in the amount of \$186,202.50 for payment of the costs associated with the installation of a traffic signal at College Avenue and Masonic Drive, and to approve a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 115-15

B. Unfinished Business

1. **RZN 15-5044 (4065 E. HUNTSVILLE RD./THE PLAZA):** An ordinance rezoning that property described in Rezoning Petition RZN 15-5044, for approximately 16.02 acres, located at 4065 E. Huntsville Road from R-PZD 08-3071, Residential Planned Zoning District Bridgedale Plaza to RSF-7, Residential Single Family, 7 Units Per Acre, NS, Neighborhood Services, and CS, Community Services. *At the June 2, 2015 City Council meeting, this ordinance was left on the first reading. At the June 16, 2015 City Council meeting, this ordinance was left on the second reading.*

THIS ORDINANCE WAS LEFT ON THE THIRD READING AND TABLED TO THE JULY 21, 2015 CITY COUNCIL MEETING

2. **Place Holder: Maple Street & Lafayette Street Bridge Rehab:** A resolution to award a contract in the amount of \$X,XXX,XXX.XX to Contractor, Inc. for the construction of the Maple Street & Lafayette Street Bridge Rehab, approve a project contingency of \$XXX,XXX.X (5%), and approve a budget adjustment. *At the June 16, 2015 City Council meeting, this resolution was tabled to the July 7, 2015 City Council meeting..*

THIS RESOLUTION WAS TABLED INDEFINITELY

C. New Business

1. **Evans Construction and Remodeling, LLC:** A resolution to authorize a contract with Evans Construction and Remodeling, LLC in the amount of \$24,855.00 for Community Development Block Grant rehabilitation of an eligible residence located at 3295 W. Old Farmington Road.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 116-15

2. **Webtech Wireless, Inc.:** An ordinance to waive the requirements of formal competitive bidding and approve a thirty six (36) month contract with Webtech Wireless, Inc. for fleet management tracking services in the amount of \$50,444.00, plus applicable sales taxes and shipping costs.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5783

3. **RZN 15-5075 (NE Corner Van Asche & Steele Blvds./CMN Lots 8 & 14):** An ordinance rezoning that property described in Rezoning Petition RZN 15-5075, for approximately 17.70 acres, located at the northeast corner of Van Asche and Steele Blvds. from C-2, Thoroughfare Commercial to C-3, Central Commercial.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5784

4. **VAC 15-5089 (3215 North Hills Blvd.):** An ordinance to approve VAC 15-5089 submitted by USI Engineers for property located at 3215 North Hills Boulevard to vacate a portion of an existing utility easement.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5785

5. **Amend Chapter 92 Animals:** An ordinance to amend Chapter 92 **Animals** of the Fayetteville City Code to provide protection for animals from being confined in enclosed vehicles in extreme temperatures, to prohibit deceptive acts and misrepresentations regarding the origin of animals turned into the Fayetteville Animal Shelter, and to make other technical revisions.

THIS ORDINANCE WAS MOVED TO NEW BUSINESS 1. PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5782

Announcements

City Council Agenda Session Presentations

City Council Tour

Adjournment: 6:52 p.m.

Subject:	ROLL				
<i>Absent:</i> <i>Alderman Schoppmeyer</i>	Long	✓			
	Gray	✓			
	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Schoppmeyer	<i>Absent</i>			
	La Tour	✓			
	Mayor Jordan	✓			

8-0

Subject:	A&P COMMISSION APPOINTMENT				
Motion To:		<i>Approve Report</i>			
Motion By:		<i>Long</i>			
Seconded:		<i>Marsh</i>			
<i>Robert Rhoads Appointed</i>	Long	✓			
	Gray	✓			
	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Schoppmeyer	<i>Absent</i>			
	La Tour	✓			
	Mayor Jordan				

7-0

Subject:	CONSENT				
Motion To:		<i>Approve</i>			
Motion By:		<i>Gray</i>			
Seconded:		<i>Marsh</i>			
<i>Minutes Approved</i> <i>passed</i> <i>109-15 thru 115-15</i>	Long	<i>✓</i>			
	Gray	<i>✓</i>			
	Marsh	<i>✓</i>			
	Kinion	<i>✓</i>			
	Petty	<i>✓</i>			
	Tennant	<i>✓</i>			
	Schoppmeyer	<i>Absent</i>			
	La Tour	<i>✓</i>			
	Mayor Jordan				

7-0

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Long				
	Gray				
	Marsh				
	Kinion				
	Petty				
	Tennant				
	Schoppmeyer				
	La Tour				
	Mayor Jordan				

Subject:	RZN 15-5044 (4065 E. HUNTSVILLE RD./THE PLAZA)				
Motion To:		<i>3rd Read</i>	<i>Amend to Community Service</i>	<i>Table to 7-21-15</i>	
Motion By:		<i>Gray</i>	<i>Long</i>	<i>Petty</i>	
Seconded:		<i>Tennant</i>		<i>Long</i>	
B. 1 Unfinished Business <i>Tabled to 7-21-15</i> <i>Left on the third reading</i>	Long	✓	<i>No second</i>	✓	
	Gray	✓		✓	
	Marsh	✓		✓	
	Kinion	✓		✓	
	Petty	✓		✓	
	Tennant	✓		✓	
	Schoppmeyer	<i>absent</i>		<i>absent</i>	
	La Tour	✓		✓	
	Mayor Jordan				

7-0

Died for lack of a second

7-0

Subject:	PLACE HOLDER: MAPLE STREET & LAFAYETTE STREET BRIDGE REHAB				
Motion To:		<i>Table Indefinitely</i>			
Motion By:		<i>Petty</i>			
Seconded:		<i>Marsh</i>			
B. 2 Unfinished Business <i>Tabled Indefinitely</i>	Long	✓			
	Gray	✓			
	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Schoppmeyer	<i>absent</i>			
	La Tour	✓			
	Mayor Jordan				

7-0

Subject:	AMEND CHAPTER 92 ANIMALS				
Motion To:		<i>Move to New Business #1</i>	<i>Amend Add'l Section</i>	<i>2nd Read</i>	<i>3rd Read</i>
Motion By:		<i>Long</i>	<i>Long</i>	<i>Marsh</i>	<i>Marsh</i>
Seconded:		<i>Kinion</i>	<i>La Tour</i>	<i>Long</i>	<i>Gray</i>
C. 5 New Business	Long	✓	✓	✓	✓
	Gray	✓	✓	✓	✓
	Marsh	✓	✓	✓	✓
	Kinion	✓	✓	✓	✓
	Petty	✓	✓	✓	✓
	Tennant	✓	✓	✓	N
	Schoppmeyer	<i>absent</i>	<i>absent</i>	<i>absent</i>	<i>absent</i>
	La Tour	N	✓	N	N
	Mayor Jordan				✓

5782

6-1
passed

7-0

6-1

6-2
Mayor voted
yes

Subject:					
Motion To:		<i>Pass</i>			
Motion By:					
Seconded:					
<i>passed as amended</i>	Long	✓			
	Gray	✓			
	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Schoppmeyer	<i>absent</i>			
	La Tour	N			
	Mayor Jordan				

6-1

Subject:	EVANS CONSTRUCTION AND REMODELING, LLC				
Motion To:		<i>Approve</i>			
Motion By:		<i>Long</i>			
Seconded:		<i>Marsh</i>			
C. 1 New Business <i>passed</i>	Long	✓			
	Gray	✓			
	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Schoppmeyer	<i>Absent</i>			
	La Tour	<i>N</i>			
	Mayor Jordan				

6-1

Subject:	WEBTECH WIRELESS, INC.				
Motion To:		<i>2nd Read</i>	<i>3rd Read</i>	<i>Pass</i>	
Motion By:		<i>Marsh</i>	<i>Gray</i>		
Seconded:		<i>Gray</i>	<i>Marsh</i>		
C. 2 New Business <i>passed</i>	Long	✓	✓	✓	
	Gray	✓	✓	✓	
	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Schoppmeyer	<i>Absent</i>	<i>Absent</i>	<i>Absent</i>	
	La Tour	✓	✓	✓	
	Mayor Jordan				

7-0

7-0

7-0

5783

Subject:	RZN 15-5075 (NE CORNER VAN ASCHE & STEELE BLVDS./CMN LOTS 8 & 14)				
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Gray	La Tour		
Seconded:		Tennant	Kinion		
C. 3 New Business <u>passed</u> 5784	Long	✓	✓	✓	
	Gray	✓	✓	✓	
	Marsh	✓	N	N	
	Kinion	✓	✓	✓	
	Petty	N	N	N	
	Tennant	✓	✓	✓	
	Schoppmeyer	Absent	Absent	absent	
	La Tour	✓	✓	✓	
	Mayor Jordan		✓		

6-1

6-2

5-2

Mayor voted yes

Subject:	VAC 15-5089 (3215 NORTH HILLS BLVD.)				
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Long	Gray		
Seconded:		Marsh	Marsh		
C. 4 New Business <u>passed</u> 5785	Long	✓	✓	✓	
	Gray	✓	✓	✓	
	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Schoppmeyer	Absent	absent	absent	
	La Tour	✓	✓	✓	
	Mayor Jordan				

7-0

7-0

7-0



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Patti Mulford
Paralegal

TO: Mayor Jordan

THRU: Sondra Smith, City Clerk

FROM: Kit Williams, City Attorney

DATE: July 8, 2015

RE: Resolutions and Ordinances prepared by the City Attorney's Office and passed at the City Council meeting of July 7, 2015

1. A resolution to award RFP #15-05 and authorize a contract with Challenger Teamwear for the purchase of youth soccer uniforms in the amount of \$12.15 plus tax per uniform for the fall 2015 and spring 2016 seasons, with an option to renew for the fall 2016 and spring 2017 seasons.
2. A resolution to approve a budget adjustment recognizing hazmat services revenue received by the Fire Department from Washington County in the amount of \$1,726.00 and increasing the related expense budget.
3. A resolution to approve Fayetteville Police Department Policies 22.2.8 Military Activations, 22.3 Secondary Employment, 41.1.1 Patrol, and 61.4.3 Towed Vehicles.
4. A resolution to award bid no. 15-35 and authorize a contract with Tri Star Contractors, LLC in the amount of \$252,500.00 for construction services for the Airport Terminal Apron Rehabilitation Project, to approve change order no. 1 to the contract with Tri Star Contractors, LLC in the amount of \$197,500.00 to increase certain quantities of concrete repair, to approve a 5% project contingency, to accept a 90/10 grant from the Arkansas Department of Aeronautics in the amount of \$470,700.00, and to approve a budget adjustment.
5. A resolution to approve supplemental agreement no. 1 to the contract with McClelland Consulting Engineers, Inc. in the amount of \$164,480.71 for additional engineering services associated with the rehabilitation of the historic Maple Street and Lafayette Street bridges, and to approve a budget adjustment.

6. A resolution to approve task order no. 3 with the Watershed Conservation Resource Center for the design and construction of a stream restoration project on an unnamed tributary of Cato Springs Branch near the southern boundary of the Regional Park and for a feasibility analysis of the removal of an existing dam on the west fork of the White River.
7. A resolution to authorize a contract with College Marketplace (Fayetteville), LLC in the amount of \$186,202.50 for payment of the costs associated with the installation of a traffic signal at College Avenue and Masonic Drive, and to approve a budget adjustment.
8. A resolution to authorize a contract with Evans Construction and Remodeling, LLC in the amount of \$24,855.00 for Community Development Block Grant rehabilitation of an eligible residence located at 3295 W. Old Farmington Road.
9. An ordinance to waive the requirements of formal competitive bidding and approve a thirty six (36) month contract with Webtech Wireless, Inc. for fleet management tracking services in the amount of \$50,444.00, plus applicable sales taxes and shipping costs.
10. An ordinance to amend Chapter 92 **Animals** of the Fayetteville City Code to provide protection for animals from being confined in enclosed vehicles in extreme temperatures, to prohibit deceptive acts and misrepresentations regarding the origin of animals turned into the Fayetteville Animal Shelter, and to make other technical revisions.

City of Fayetteville, Arkansas

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



Meeting Agenda - Final Agenda

Tuesday, July 7, 2015

5:30 PM

City Hall Room 219

City Council Meeting

Adella Gray Ward 1
Sarah Marsh Ward 1
Mark Kinion Ward 2
Matthew Petty Ward 2
Justin Tennant Ward 3
Martin W. Schoppmeyer, Jr. Ward 3
John S. La Tour Ward 4
Alan Long Ward 4

ELECTED OFFICIALS:
Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith

Call To Order**Roll Call****Pledge of Allegiance****Mayor's Announcements, Proclamations and Recognitions****City Council Meeting Presentations, Reports and Discussion Items:**[2015-0295](#)

ADVERTISING AND PROMOTION COMMISSION APPOINTMENT
REPORT

Attachments:[061615 Rhoads Appointment](#)**Agenda Additions:****A. Consent:****A. 1** [2014-0506](#)

APPROVAL OF THE JUNE 16, 2015 CITY COUNCIL MEETING
MINUTES.

A. 2 [2015-0270](#)**RFP #15-05 CHALLENGER TEAMWEAR**

A RESOLUTION TO AWARD RFP #15-05 AND AUTHORIZE A
CONTRACT WITH CHALLENGER TEAMWEAR FOR THE
PURCHASE OF YOUTH SOCCER UNIFORMS IN THE AMOUNT OF
\$12.15 PLUS TAX PER UNIFORM FOR THE FALL 2015 AND SPRING
2016 SEASONS, WITH AN OPTION TO RENEW FOR THE FALL 2016
AND SPRING 2017 SEASONS

Attachments:[RFP 15-05 Legistar packet](#)

A. 3 [2015-0280](#)**HAZMAT SERVICES REVENUE**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT RECOGNIZING HAZMAT SERVICES REVENUE RECEIVED BY THE FIRE DEPARTMENT FROM WASHINGTON COUNTY IN THE AMOUNT OF \$1,726.00 AND INCREASING THE RELATED EXPENSE BUDGET

Attachments:[SRF_SRM_Hazmat Revenue Washington County Shaver Foods Response](#)[BA_BUDGET_ADJUSTMENT_FORM_Hazmat Revenue Washington County-S](#)**A. 4** [2015-0297](#)**FAYETTEVILLE POLICE DEPARTMENT POLICIES**

A RESOLUTION TO APPROVE FAYETTEVILLE POLICE DEPARTMENT POLICIES 22.2.8 MILITARY ACTIVATIONS, 22.3 SECONDARY EMPLOYMENT, 41.1.1 PATROL, AND 61.4.3 TOWED VEHICLES

Attachments:[SRP - FPD Policies](#)**A. 5** [2015-0291](#)**TRI STAR CONTRACTORS, LLC**

A RESOLUTION TO AWARD BID NO. 15-35 AND AUTHORIZE A CONTRACT WITH TRI STAR CONTRACTORS, LLC IN THE AMOUNT OF \$252,500.00 FOR CONSTRUCTION SERVICES FOR THE AIRPORT TERMINAL APRON REHABILITATION PROJECT, TO APPROVE CHANGE ORDER NO. 1 TO THE CONTRACT WITH TRI STAR CONTRACTORS, LLC IN THE AMOUNT OF \$197,500.00 TO INCREASE CERTAIN QUANTITIES OF CONCRETE REPAIR, TO APPROVE A 5% PROJECT CONTINGENCY, TO ACCEPT A 90/10 GRANT FROM THE ARKANSAS DEPARTMENT OF AERONAUTICS IN THE AMOUNT OF \$470,700.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:[Leg5015-0291 Full Packet 061915 2](#)[BA_FORM_LEGISTAR_TriStarConstruction_ADA Grant 061715](#)[Additional Garver Project Manual](#)

A. 6 [2015-0275](#)**MCCLELLAND CONSULTING ENGINEERS, INC. AGREEMENT
NO. 1**

A RESOLUTION TO APPROVE SUPPLEMENTAL AGREEMENT NO. 1 TO THE CONTRACT WITH MCCLELLAND CONSULTING ENGINEERS, INC. IN THE AMOUNT OF \$164,480.71 FOR ADDITIONAL ENGINEERING SERVICES ASSOCIATED WITH THE REHABILITATION OF THE HISTORIC MAPLE STREET AND LAFAYETTE STREET BRIDGES, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:[SRF packet MCE Amndmnt #1 Hist Bridges.pdf](#)[BA - McClelland Supplemental #1.xlsm](#)**A. 7** [2015-0277](#)**WATERSHED CONSERVATION RESOURCE CENTER TASK
ORDER NO. 3**

A RESOLUTION TO APPROVE TASK ORDER NO. 3 WITH THE WATERSHED CONSERVATION RESOURCE CENTER FOR THE DESIGN AND CONSTRUCTION OF A STREAM RESTORATION PROJECT ON AN UNNAMED TRIBUTARY OF CATO SPRINGS BRANCH NEAR THE SOUTHERN BOUNDARY OF THE REGIONAL PARK AND FOR A FEASIBILITY ANALYSIS OF THE REMOVAL OF AN EXISTING DAM ON THE WEST FORK OF THE WHITE RIVER

Attachments:[2015-0277 Kessler Mountain Task Order](#)**A. 8** [2015-0293](#)**COLLEGE MARKETPLACE (FAYETTEVILLE), LLC**

A RESOLUTION TO AUTHORIZE A CONTRACT WITH COLLEGE MARKETPLACE (FAYETTEVILLE), LLC IN THE AMOUNT OF \$186,202.50 FOR PAYMENT OF THE COSTS ASSOCIATED WITH THE INSTALLATION OF A TRAFFIC SIGNAL AT COLLEGE AVENUE AND MASONIC DRIVE, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:[SRF College Marketplace packet.pdf](#)[BA - Traffic Signal College & Masonic.xlsm](#)**B. Unfinished Business:**

B. 1 [2015-0249](#)**RZN 15-5044 (4065 E. HUNTSVILLE RD./THE PLAZA)**

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 15-5044, FOR APPROXIMATELY 16.02 ACRES, LOCATED AT 4065 E. HUNTSVILLE ROAD FROM R-PZD 08-3071, RESIDENTIAL PLANNED ZONING DISTRICT BRIDGEDALE PLAZA TO RSF-7, RESIDENTIAL SINGLE FAMILY, 7 UNITS PER ACRE, NS, NEIGHBORHOOD SERVICES, AND CS, COMMUNITY SERVICES

Attachments:[15-5044 CC EX A & EX B](#)[15-5044 CC reports](#)

At the June 2, 2015 City Council meeting, this ordinance was left on the first reading. At the June 16, 2015 City Council meeting, this ordinance was left on the second reading.

B. 2 [2015-0265](#)**PLACE HOLDER: MAPLE STREET & LAFAYETTE STREET
BRIDGE REHAB**

A RESOLUTION TO AWARD A CONTRACT IN THE AMOUNT OF \$X,XXX,XXX.XX TO CONTRACTOR, INC. FOR THE CONSTRUCTION OF THE MAPLE STREET & LAFAYETTE STREET BRIDGE REHAB, APPROVE A PROJECT CONTINGENCY OF \$XXX,XXX.XX (5%), AND APPROVE A BUDGET ADJUSTMENT.

Attachments:[Historic Bridges Construction Contract.pdf](#)

At the June 16, 2015 City Council meeting, this resolution was tabled to the July 7, 2015 City Council meeting.

C. New Business:**C. 1** [2015-0287](#)**EVANS CONSTRUCTION AND REMODELING, LLC**

A RESOLUTION TO AUTHORIZE A CONTRACT WITH EVANS CONSTRUCTION AND REMODELING, LLC IN THE AMOUNT OF \$24,855.00 FOR COMMUNITY DEVELOPMENT BLOCK GRANT REHABILITATION OF AN ELIGIBLE RESIDENCE LOCATED AT 3295 W. OLD FARMINGTON ROAD

Attachments:[SRF-SRM-PO-Bid Receipt-Bid](#)[Bid Packet - 3295 W. Old Farmington Rd.](#)

C. 2 [2015-0289](#)**WEBTECH WIRELESS, INC.**

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A THIRTY SIX (36) MONTH CONTRACT WITH WEBTECH WIRELESS, INC. FOR FLEET MANAGEMENT TRACKING SERVICES IN THE AMOUNT OF \$50,444.00, PLUS APPLICABLE SALES TAXES AND SHIPPING COSTS

Attachments:[SRP 2015-0289 Webtech Wireless Service Agreement](#)**C. 3** [2015-0285](#)**RZN 15-5075 (NE CORNER VAN ASCHE & STEELE BLVDS./CMN LOTS 8 & 14**

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 15-5075, FOR APPROXIMATELY 17.70 ACRES, LOCATED AT THE NORTHEAST CORNER OF VAN ASCHE AND STEELE BLVDS. FROM C-2, THOROUGHFARE COMMERCIAL TO C-3, CENTRAL COMMERCIAL

Attachments:[CC Exhibits](#)[15-5075 Documents](#)**C. 4** [2015-0288](#)**VAC 15-5089 (3215 NORTH HILLS BLVD.)**

AN ORDINANCE TO APPROVE VAC 15-5089 SUBMITTED BY USI ENGINEERS FOR PROPERTY LOCATED AT 3215 NORTH HILLS BOULEVARD TO VACATE A PORTION OF AN EXISTING UTILITY EASEMENT

Attachments:[15-5089 CC Exhibits](#)[15-5089 CC reports](#)

C. 5 [2015-0256](#)**AMEND CHAPTER 92 ANIMALS**

AN ORDINANCE TO AMEND CHAPTER 92 ANIMALS OF THE FAYETTEVILLE CITY CODE TO PROVIDE PROTECTION FOR ANIMALS FROM BEING CONFINED IN ENCLOSED VEHICLES IN EXTREME TEMPERATURES, TO PROHIBIT DECEPTIVE ACTS AND MISREPRESENTATIONS REGARDING THE ORIGIN OF ANIMALS TURNED INTO THE FAYETTEVILLE ANIMAL SHELTER, AND TO MAKE OTHER TECHNICAL REVISIONS

Attachments:

[EXHIBIT A - ORD CHAPTER 92 ANIMAL SERVICES \(Clean copy\)](#)

[2015-0256 Amend Chapter 92](#)

[TRACK CHANGES FOR EXHIBIT A -ORD CHAPTER 92 ANIMAL SERVICES](#)

D. City Council Agenda Session Presentations: None**E. City Council Tour: None****F. Announcements:****G. Adjournment****NOTICE TO MEMBERS OF THE AUDIENCE**

All interested persons may address the City Council on agenda items of New and Old Business. Please wait for the Mayor to request public comment and then come to the podium, give your name, address, and comments about the agenda item. Please address only the Mayor. Questions are usually answered by the Mayor, Aldermen or Staff after the public comment period is over. Please keep your comments brief and respectful. Each person is only allowed one turn at the microphone for discussion of an agenda item.

All cell phones must be silenced and may not be used within the City Council Chambers.

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

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

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

Old business and new business.

Presentations by staff and applicants. Agenda items shall be introduced by the Mayor and, if an ordinance, read by the City Attorney. City staff shall then present a report. An agenda applicant (city contractor, rezoning or development applicant, etc.) may present its proposal only during this presentation period, but may be recalled by an alderman later to answer questions. Staff and applicants may use electronic visual aids in a City Council meeting as part of their presentation.

Public comments. Public comment shall be allowed for all members of the audience on all items of old and new business and subjects of public hearings. No electronic visual aid presentations shall be allowed, but the public may submit photos, petitions, etc. to be distributed to the City Council. If a member of the public wishes for the City Clerk to distribute materials to the City Council before its meeting, such materials should be supplied to the City Clerk office no later than 9:00 a.m. on the day of the City Council meeting. Any member of the public shall first state his or her name and address, followed by a concise statement of the person's position on the question under discussion. Repetitive comments should be avoided; this applies to comments made previously either to the City Council or to the Planning Commission when those Planning Commission minutes have been provided to the Aldermen. All remarks shall be addressed to the Mayor or the City Council as a whole and not to any particular member of the City Council. No person other than the Aldermen and the person having the floor shall be permitted to enter into any discussions without permission of the Mayor. No questions shall be directed to an Alderman or city staff member except through the Mayor.

Courtesy and respect.

All members of the public, all city staff and elected officials shall accord the utmost courtesy and respect to each other at all times. All shall refrain from rude or derogatory remarks, reflections as to integrity, abusive comments and statements about motives or personalities. Any member of the public who violates these standards shall be ruled out of order by the Mayor, must immediately cease speaking and shall leave the podium.

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

A copy of the complete City Council agenda is available at accessfayetteville.org or in the office of the City Clerk, 113 W. Mountain, Fayetteville, Arkansas.



City of Fayetteville
Engineering Division
125 West Mountain Street
Fayetteville, Arkansas 72701

PROJECT MANUAL
FOR
FAYETTEVILLE – DRAKE FIELD (FYV)
Terminal Apron Rehabilitation

GARVER PROJECT 15041211

BID # 15-35
Date: May, 2015

Garver, LLC
2049 E. Joyce Blvd.
Suite 400
Fayetteville, Arkansas 72703
PHONE: (479) 527-9100
FAX (479) 527-9101
www.GarverUSA.com





City of Fayetteville, Arkansas

Purchasing Division – Room 306

113 W. Mountain

Fayetteville, AR 72701

Phone: 479.575.8220

TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

INVITATION TO BID: Bid 15-35, Construction – FYV Terminal Apron Rehabilitation

DEADLINE: Wednesday, May 27, 2015 before 3:00 PM, Local Time, Room 306

PRE-BID MEETING: N/A

DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701

PURCHASING AGENT: Andrea Foren, CPPO, CPPB, aforen@fayetteville-ar.gov, 479.575.8220

DATE OF ISSUE AND ADVERTISEMENT: Sunday, May 10 and 17, 2015

INVITATION TO BID

Bid 15-35, Construction – FYV Terminal Apron Rehabilitation

No late bids shall be accepted. Bids shall be submitted in sealed envelopes. 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 vendors intending on bidding SHALL register as a plan holder by notifying Andrea Foren, Purchasing Agent, via e-mail at aforen@fayetteville-ar.gov. When registering as a plan holder, vendors shall submit primary contact information including name of contractor, primary contact, phone number, fax number, and physical address. FAILURE TO REGISTER AS A PLAN HOLDER CAN RESULT IN YOUR BID BEING REJECTED. Interested parties are responsible for printing. All bids will be distributed electronically from the City of Fayetteville Purchasing Division.

E-MAILED BID PACKAGE INCLUDES LINKS TO THE FOLLOWING FILES:

FILE #1: PROJECT MANUAL: 158 total pages

FILE #2: PROJECT DRAWINGS: 17 total pages

*Additional files added as addendums are issued. Addendums will be directly e-mailed to all listed plan holders and posted on the City's website.

*PLAN HOLDER LISTINGS & ADDENDUMS WILL BE POSTED AT <http://bids.fayetteville-ar.gov>

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

CITY OF



City of Fayetteville
Engineering Division
125 West Mountain Street
Fayetteville, Arkansas 72701

PROJECT MANUAL
FOR
FAYETTEVILLE – DRAKE FIELD (FYV)
Terminal Apron Rehabilitation

GARVER PROJECT 15041211

BID # 15-35
Date: May, 2015

Garver, LLC
2049 E. Joyce Blvd.
Suite 400
Fayetteville, Arkansas 72703
PHONE: (479) 527-9100
FAX (479) 527-9101
www.GarverUSA.com



**CITY OF FAYETTEVILLE
FYV TERMINAL APRON REHABILITATION**

I hereby certify that the FAYETTEVILLE – DRAKE FIELD (FYV) TERMINAL APRON REHABILITATION civil plans and specifications were prepared by me or under my direct supervision and that I am duly Licensed Engineer under the laws of the State of Arkansas.

(Seal)

Name: Adam T. White Date: May 8, 2015



CERTIFICATE OF AUTHORIZATION BY GARVER, LLC



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Contract Title: **FAYETTEVILLE – DRAKE FIELD (FYV)
TERMINAL APRON REHABILITATION**

CONTRACT DOCUMENTS

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SS-231	CONCRETE CRACK REPAIR	SS-231-1

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END OF DOCUMENT

Invitation to Bid
City of Fayetteville, Arkansas
Bid 15-35, Construction – FYV Terminal Apron Rehabilitation

Contract Name: FYV TERMINAL APRON REHABILITATION

City of Fayetteville Bid Number: 15-35

Advertising Dates: 05/10/15, 05/17/15

The City of Fayetteville, AR is accepting sealed bids from properly licensed professionals for the construction of the rehabilitation of the FYV terminal apron. The Contract includes, but is not limited to: Spall repair of approximately 3,000 square feet of concrete pavement, 800 square yards of concrete pavement removal, construction of 600 square yards of 11" Portland Cement Concrete, construction of 200 square yards of 6" Portland Cement Concrete, and the installation of 7,800 square feet of pavement markings at the Fayetteville – Drake Field Airport.

Sealed bids shall be submitted to the City of Fayetteville (City), AR by **Wednesday, May 27, 2015 before 3:00 PM, Local Time**. Bids received after this time will not be accepted. Bids will be opened and publicly read aloud immediately after specified closing time. All interested parties are invited to attend. Bids shall be received at the following location:

City of Fayetteville, AR
Purchasing Division Room 306 - City Hall
113 West Mountain Street
Fayetteville, Arkansas 72701

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.

A pre-bid conference will not be held.

Bid Documents shall be obtained from the City of Fayetteville Purchasing Division electronically, at no cost. No partial sets will be issued.

All vendors intending on bidding shall register as a plan holder by notifying Andrea Foren Rennie, Purchasing Agent, via e-mail at aforen@fayetteville-ar.gov. When registering as a plan holder, vendors shall submit primary contact information including name of contractor, primary contact, phone number, fax number, and physical address. Failure to register as a plan holder can result in your bid being rejected. Sub-Contractors and suppliers are also strongly encouraged to obtain documents directly from the City and get registered as a plan holder.

Each bid shall be accompanied by a cashier's check from a bank doing business in the State of Arkansas or a corporate bid bond in an amount not less than five (5) percent of the amount bid. A one hundred percent (100%) performance and payment bond is required with the contract awarded and shall be file marked by the Washington County Circuit Clerk's Office upon receipt to the City. A State of Arkansas Contractor's License is required for all bid and license shall be valid at the time of bid deadline.

Bidders shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the Project is located.

The Bid shall be conditioned upon compliance with all applicable labor related requirements including the regulations and stipulations concerning equal employment opportunity, minority manpower utilization, affirmative action requirements, and minimum wage rates. The City reserves the right to reject any or all Bids and to waive irregularities therein, and all Bidders shall agree that such rejection shall be without liability on the part of the City for any damage or claim brought by any Bidder because of such rejections, nor shall the Bidders seek any recourse of any kind against the City because of such rejections. The filing of any Bid in response to this invitation shall constitute an agreement of the Bidder to these conditions.

“Pursuant to Ark. Cod Annotated 229-203”, the City of Fayetteville encourages all qualified small, minority and women 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.”

CITY OF FAYETTEVILLE, AR

By: Andrea Foren Rennie, CPPO, CPPB

Title: Purchasing Agent

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. List of Subcontractors
 - 2. Contract Forms:
 - a. Agreement Between Owner and Contractor.
 - b. Performance Bond.
 - c. Labor and Material Payment Bond.
 - 3. Contract Conditions:
 - a. General Conditions.
 - b. Supplementary Conditions.
 - 4. Specifications.
 - 5. 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.
 - 4. Local Time – the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the time as shown by the atomic clock located in the Purchasing Division Office.

1.02 COPIES OF BID DOCUMENTS:

- A. Complete sets of the Bid Documents in the number and for the purchase sum stated in the Invitation to Bid, may be obtained from the 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.

DOCUMENT 00200 – INSTRUCTIONS TO BIDDERS: (continued)

1.03 QUALIFICATION OF BIDDERS:

- A. Prequalification statements are not required. Owner will, however, evaluate the Bidder's qualifications following the opening of Bids. Evaluation criteria considered will include, but not be limited to:
 - 1. Experience and performance records on similar work.
 - 2. Financial responsibility.
 - 3. Ability to supply construction equipment and personnel to complete the Work within the Contract Time.
 - 4. Evidence of Bidder to do business in the state where the Project is located, or covenant to obtain such qualifications prior to award of the Contract.
- B. Bidders may be requested to submit financial statement and other information relating to experience and financial responsibility after bids are received and before awarding a contract.
- C. Only those Bids will be considered which are submitted by Bidders who show satisfactory completion of work of type and size comparable to the Work required by these Bid Documents.
 - 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 have a current valid contractor's license from the Arkansas Contractor's License Board at the time of bid and shall provide their license number on the Bid Form.

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,

DOCUMENT 00200 – INSTRUCTIONS TO BIDDERS: (continued)

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. Subsurface Information:
 - 1. Subsurface information has not been obtained at, or in the vicinity of, the Site of the Work.
- F. 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 Engineer as having received the Bid Documents.

DOCUMENT 00200 – INSTRUCTIONS TO BIDDERS: (continued)

- B. Addenda may also be issued to modify the Bid Documents as deemed advisable by Owner or Engineer.
- C. Because of the time required to publish and deliver, no Addenda will be issued within the last 7 days before the date of opening Bids. However, an addendum that affects the time, date or location of the bid opening may be issued as little as two (2) days before the date of opening bids.
- D. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- E. Bidder assumes all responsibility for checking the City's website at www.accessfayetteville.org for any updates and addenda issued to this project. Failure to acknowledge addenda issued as instructed could result in rejection of bid.

1.06 PREBID CONFERENCE:

- A. A pre-bid conference will not be held.

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 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.

DOCUMENT 00200 – INSTRUCTIONS TO BIDDERS: (continued)

- 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 bound documents included with the purchased set of drawings and specifications shall be used for the Bid.
- B. The Bid Forms shall be filled out in detail in black ink 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 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.

DOCUMENT 00200 – INSTRUCTIONS TO BIDDERS: (continued)

- 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 in the Bid Form.
- 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. 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.

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.

Alderman Adella Gray
Ward 1 Position 1

Alderman Sarah Marsh
Ward 1 Position 2

Alderman Mark Kinion
Ward 2 Position 1

Alderman Matthew Petty
Ward 2 Position 2



Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra E. Smith

Alderman Justin Tennant
Ward 3 Position 1

Alderman Martin W. Schoppmeyer, Jr.
Ward 3 Position 2

Alderman John La Tour
Ward 4 Position 1

Alderman Alan T. Long
Ward 4 Position 2

**City of Fayetteville Arkansas
City Council Meeting
June 16, 2015**

A meeting of the Fayetteville City Council was held on June 16, 2015 at 5:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Mayor Jordan called the meeting to order.

PRESENT: Alderman Adella Gray, Sarah Marsh, Mark Kinion, Matthew Petty, Justin Tennant, Martin Schoppmeyer, John La Tour, Alan Long, Mayor Lioneld Jordan, City Attorney Kit Williams, City Clerk Sondra Smith, Staff, Press, and Audience.

Pledge of Allegiance:

Mayor's Announcements, Proclamations and Recognitions: None

City Council Meeting Presentations, Reports and Discussion Items:

Nominating Committee Report

Alderman Kinion presented the Nominating Committee report and recommended the appointments as submitted.

A copy of the report is attached.

Alderman Kinion moved to approve the Nominating Committee report. Alderman Marsh seconded the motion. Upon roll call the motion passed unanimously.

Agenda Additions: None

Consent:

Approval of the June 2, 2015 City Council meeting minutes.

Approved

Bid #15-32 Peterbilt of Fort Smith: A resolution to award Bid #15-32 and authorize the purchase of two (2) Peterbilt 348 trucks with Labrie Rear Loaders from Peterbilt of Fort Smith in the total amount of \$369,180.00 for use by the Recycling and Trash Collection Division.

Resolution 106 -15 as recorded in the office of the City Clerk

Bid #15-33 T&T Green, LLC: A resolution to award Bid #15-33 and authorize a contract with T&T Green, LLC of Fayetteville, Arkansas for the replacement of insulation at the City Recycling Center in the amount of \$38,000.00.

Resolution 107-15 as recorded in the office of the City Clerk

Bid #15-34 Leigh Earthworks, LLC: A resolution to award Bid #15-34 and authorize a contract with Leigh Earthworks, LLC of Winslow, Arkansas for the Fayetteville Senior Activity and Wellness Center Parking Lot Expansion Project in the amount of \$35,063.00, and to approve a project contingency in the amount of \$3,506.00.

Resolution 108 -15 as recorded in the office of the City Clerk

Alderman Marsh moved to accept the Consent Agenda as read. Alderman Long seconded the motion. Upon roll call the motion passed unanimously.

Public Hearing:

Jerome Lopez & Elizabeth Young and the Randall J. Wright Trust Condemnation and Possession: A resolution to authorize the City Attorney to seek condemnation and possession of certain lands owned by Jerome Lopez & Elizabeth Young and the Randall J. Wright Trust needed for the Highway 45 and Old Wire Road Intersection Improvement Project. ***At the June 2, 2015 City Council meeting, this resolution was tabled to the June 16, 2015 City Council meeting.***

City Attorney Kit Williams stated everything was resolved and the condemnations do not need to go forward. He stated a public hearing is not needed.

Alderman Marsh moved to table the resolution indefinitely. Alderman Long seconded the motion. Upon roll call the motion passed unanimously.

This resolution was Tabled Indefinitely.

Unfinished Business:

Amendment of the Master Street Plan: A resolution to amend the Master Street Plan by removing a bridge connection on Raven Lane over Clabber Creek south of Crystal Springs Phase III. ***At the May 19, 2015 City Council meeting, this resolution was tabled to the June 16, 2015 City Council meeting.***

Jeremy Pate, Director of Development Services stated the applicant requested this item to be tabled indefinitely. He stated they will be working on different options and meeting with staff and neighbors to bring back the item for consideration. He recommended the item to be tabled indefinitely.

Alderman Kinion moved to table the resolution indefinitely. Alderman Long seconded the motion. Upon roll call the motion passed unanimously.

This resolution was Tabled Indefinitely.

RZN 15-5044 (4065 E. HUNTSVILLE RD./THE PLAZA): An ordinance rezoning that property described in Rezoning Petition RZN 15-5044, for approximately 16.02 acres, located at 4065 E. Huntsville Road from R-PZD 08-3071, Residential Planned Zoning District Bridgedale Plaza to RSF-7, Residential Single Family, 7 Units Per Acre, NS, Neighborhood Services, and CS, Community Services. ***At the June 2, 2015 City Council meeting, this ordinance was left on the first reading***

Alderman Long moved to suspend the rules and go to the second reading. Alderman Gray seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Jeremy Pate, Director of Development Services gave a brief description of the ordinance. He stated staff is comfortable with recommending approval of the rezoning.

Pat Hoskins, 1128 St. Andrews Circle voiced his concerns about traffic and requested a traffic study to be done. He stated he is worried about drainage. He spoke in opposition of the ordinance.

Jeremy Pate: The details of those types of review are done at development review, not a zoning review. Traffic conditions and concerns can be considered as part of a rezoning request. We would look at the traffic. We don't know what access points because we aren't reviewing a development plan now, but we would look at what access points are necessary for development. A development of that size would require multiple access points, not just one. Once a proposal is presented to staff and the Planning Commission, we look at the details of where the drainage goes, where detention ponds are located, and what flow is within the neighborhood.

Glenda Patterson, 1106 St. Andrews Circle stated her concerns about drainage, density of the housing project, and traffic. She spoke in opposition of ordinance.

This ordinance was left on the Second Reading.

Amend §97.088 (B)(2)(b) and §97.088 (d): An ordinance to Amend Fayetteville Code §97.088 (B)(2)(b) and its Exhibit “A”, Donor Recognition Signs and to Amend §97.088 (d) Facility Naming and its Exhibit “B”, Naming Park Facilities to clarify that the City Council has final authority to name park and trail facilities. ***At the June 2, 2015 City Council meeting, this ordinance was left on the first reading.***

City Attorney Kit Williams: This is an amended ordinance because at the last meeting City Council asked us to make sure that they had ultimate final authority on naming. I worked with Connie Edmonston, Parks & Recreation Director and we came up with a proposed amendment. I will read the part of the ordinance that has been changed.

City Attorney Kit Williams read the proposed amended ordinance.

Alderman Kinion moved to amend the ordinance as presented by the City Attorney. Alderman Marsh seconded the motion.

Connie Edmonston, Parks & Recreation Director expressed her appreciation. She stated it will help the city to receive and recognize more donors for their charitable gifts.

Alderman Long thanked Connie and her department for all their hard work.

Upon roll call the motion passed unanimously.

Alderman Marsh moved to suspend the rules and go to the second reading. Alderman Gray seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Connie Edmonston, Parks & Recreation Director gave a brief description of the ordinance.

Alderman La Tour: How is fundraising going?

Connie Edmonston: We are working on it. The more publicity we get on it, the more people will step forward.

A discussion followed about the process of a benefactor making a contribution.

Alderman Tennant moved to suspend the rules and go to the third and final reading. Alderman Marsh seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed unanimously.

Ordinance 5778 as Recorded in the office of the City Clerk

New Business:

Amend 34.27 Sale of Municipally Owned Real Property: An ordinance to amend 34.27 **Sale of Municipally Owned Real Property** to authorize the use of a realtor for the sale of the two houses at Gulley Park.

City Attorney Kit Williams read the ordinance.

City Attorney Kit Williams: There was an attempt to sell the properties under the old Sale of Municipally Owned Property ordinance. Unfortunately, that was not successful. Connie Edmonston and I decided we needed to use a realtor. This is not allowed under the old code and we have to change the code to authorize that. I wrote a limited exception for these two houses only.

Connie Edmonston, Parks & Recreation Director: On the first try we had it in the provision that you must bid at least the minimum appraised value of the homes. This made people not as interested. It is a great location and will be a great buy for someone who wants to live next to Gulley Park.

Alderman Tennant stated it is a unique spot in town. He believes a real estate agent is needed.

Alderman Long: How would we go about picking the realtor?

City Attorney Kit Williams: We would use our standard selection process. We send it out for a Request for Proposal.

Alderman Tennant moved to suspend the rules and go to the second reading. Alderman Marsh seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Alderman Tennant moved to suspend the rules and go to the third and final reading. Alderman Gray seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed unanimously.

Ordinance 5779 as Recorded in the office of the City Clerk

RZN 15-5053 (West of 4195 W. Persimmon St./McBride) An ordinance rezoning that property described in Rezoning Petition RZN 15-5053, for approximately 2.16 acres, located west of 4195 W. Persimmon Street from RSF-4, Residential Single Family, 4 Units Per Acre to R-O, Residential-Office.

City Attorney Kit Williams read the ordinance.

Jeremy Pate, Director of Development Services gave a brief description of the ordinance. The Planning Commission voted 9-0 in favor of the request. Staff is supporting the rezoning request.

Scott Blacksher, Blew & Associates representative for the applicant stated he was available for questions.

Alderman Long moved to suspend the rules and go to the second reading. Alderman Marsh seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Alderman Marsh moved to suspend the rules and go to the third and final reading. Alderman Tennant seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed unanimously.

Ordinance 5780 as Recorded in the office of the City Clerk

Place Holder: Maple Street & Lafayette Street Bridge Rehab: A resolution to award a contract in the amount of \$X,XXX,XXX.XX to Contractor, Inc. for the construction of the Maple Street & Lafayette Street Bridge Rehab, approve a project contingency of \$XXX,XXX.X (5%), and approve a budget adjustment.

Jeremy Pate, Director of Development Services stated several bidders had difficulty finding subcontractors and suppliers for some of the specialty items. He stated the bid deadline was extended to June 26, 2015 at 2: 00 p.m. He requested the item to be tabled to the July 7, 2015 City Council meeting.

Alderman Kinion moved to table the resolution to the July 7, 2015 City Council meeting. Alderman Marsh seconded the motion. Upon roll call the motion passed unanimously.

This resolution was Tabled to the July 7, 2015 City Council meeting.

Uniform Civil Rights Protection: An ordinance to ensure uniform nondiscrimination protections within the City of Fayetteville for groups already protected to varying degrees throughout state law.

City Attorney Kit Williams read the ordinance.

Alderman Gray: Since the adoption and repeal of our original Civil Rights ordinance, I've been thinking, as have many citizens, how can we come together to make sure that Fayetteville is a city that protects the rights of everyone and that we do not believe in nor support any form of discrimination. I have gathered together a group of local lawyers who expressed their interest in helping to write the ordinance. After many months we have an ordinance that we can be proud of. We listened to the concerns. We tried to answer as best we could those concerns while still keeping our focus that no individual fears discrimination in the City of Fayetteville.

Alderman La Tour: If I am a member of the LGBTQ community and I choose to live out what I believe, I am protected under the ordinance. If I am member of the community that believes in traditional marriage and I choose to live out what I believe, I'm subject to prosecution. I can hardly see how this ordinance protects everyone. It protects one group at the expense of another group. As long as that is the case I can't support it.

Mayor Jordan stated the rules for speaking at the City Council meeting.

Alderman La Tour: I have 14 amendments I would like to offer to this ordinance. Do I do it now or later?

Mayor Jordan: You can give all your amendments right now and we can address those amendments. If the public has questions, we will write the questions down and answer them in the final statements.

Amendment 1:

Alderman La Tour moved to amend Section (C) of Definitions to replace the last sentence thereof as follows: Gender identity corresponds to the readily observable biological and scientifically determinable fact of a person being either male or female at birth. The motion died for lack of a second.

Amendment 2:

Alderman La Tour moved to amend Section 1 to provide that the entire ordinance be printed on the ballot. Further the City of Fayetteville shall provide no summary statement or shortened description of the ordinance to the Washington County Clerk for printing on the ballot.

Alderman Long: Can we do that?

City Attorney Kit Williams: I don't think that would be feasible by the Election Commission. I've been told by the Election Officers that they would not be able to do all that. I would like to see it all on, but they say it would either be impossible or extremely expensive for them to do that.

The motion died for lack of a second.

Amendment 3:

Alderman La Tour moved to amend Section I to provide that no City of Fayetteville resources shall, directly or indirectly, be used to promote the approval of the ordinance by the Fayetteville voters.

Alderman Tennant: What do you mean by indirectly?

Alderman La Tour: Using city resources to ask someone to support the ordinance. Promotion of the ordinance is illegal under our Arkansas Code. I want to make it clear that as a city we are going to remain a neutral party as a City Council and let the people decide it, not us.

Mayor Jordan: I thought the elected officials could campaign one way or the other.

City Attorney Kit Williams: I think that is correct. This should be a separate ordinance if you want to try and bring that forward. Whatever state law says I'm sure that the City Council and city will obey. This is not a proper amendment to this particular ordinance.

Alderman La Tour: I would suspect that the majority of the City Council is going to vote for this ordinance and will promote others to vote for this ordinance. I want it to be a fair contest.

The motion died for lack of a second.

Amendment 4:

Alderman La Tour moved to amend Section 1 to provide that the scheduling of an election shall be held in abeyance until the Attorney General of the State of Arkansas has rendered an opinion as to whether the proposed ordinance violates A.C.A. §14-1-401. If the Attorney General determines that the proposed ordinance is in violation of the foregoing statute, then the ordinance shall be considered void ab initio and no election shall be held.

Alderman La Tour: Our Attorney General is working on an opinion on our proposal right now. It would be a waste of resources and time to move ahead with this before that opinion is issued.

Alderman Tennant: Do you have any idea when that might be determined?

Alderman La Tour: It is usually a month long process. One of our state representatives is asking for expedited treatment. It could be ready before our next City Council meeting.

City Attorney Kit Williams: This is an issue that will probably be decided by the courts rather than an opinion from the Attorney General.

A discussion followed about the Attorney General issuing an opinion and City Attorney Williams being able to render his opinions on city ordinances.

The motion died for lack of a second.

Amendment 5:

Alderman La Tour moved to amend Section 2 to provide that if the ordinance is rejected by the voters of the City of Fayetteville, the City of Fayetteville shall not enact another ordinance concerning discrimination on the basis of sexual orientation and gender identity for a minimum of two (2) years from the date of the election which rejected the ordinance. This provision alone shall survive the rejection of the ordinance by the voters.

City Attorney Kit Williams: I don't think that is legal. You can't tie the hands of a future City Council. Amendment 7 talks about the right to bring ordinances forward.

Alderman La Tour: If we enact this ordinance as I propose to amend it, future City Councils can change the ordinance or revoke the ordinance. Their hands are not tied.

The motion died for lack of a second.

Amendment 6:

Alderman La Tour moved to amend Section (A) of the Discrimination Offense to provide that the observance or practice of gender identity or sexual orientation shall be subject to the same limitation as set forth in A.C.A. §16- 123-103(b) for religious observance or practice. The motion died for lack of a second.

Amendment 7:

Alderman La Tour moved to amend Section 1 that the ordinance shall be put to a vote at the next regular general election in November 2016. The motion died for lack of a second.

Amendment 8:

Alderman La Tour moved to amend Complaint Procedures and Enforcement Section (D) to provide that notice of the complaint be provided to the Respondent with notice in a similar manner as the service of a summons in a civil suit. Respondent shall have 30 days after service to respond in writing to the complaint. Any hearing shall be set not earlier than 60 days after receipt by Civil Rights Commission of the written response by Respondent.

Alderman Petty: The requirement for notice could be a good thing if we have an Ordinance Review Committee meeting and discuss this amendment specifically.

The motion died for lack of a second.

Amendment 9:

Alderman La Tour moved to amend Complaint Procedures and Enforcement Section (E) to provide that the Arkansas rules of evidence, including but not limited to the exclusion of hearsay evidence, shall apply to the conduct of the hearing before the Civil Rights Commission. The motion died for lack of a second.

Amendment 10:

Alderman La Tour moved to amend Complaint Procedures and Enforcement Section (E) to provide that the Respondent shall be presumed innocent of a violation until determined guilty beyond a reasonable doubt by the Civil Rights Commission. The motion died for lack of a second.

Amendment 11:

Alderman La Tour moved to amend Complaint Procedures and Enforcement Section (E) to provide that the Respondent shall have the right afforded in the U.S. Constitution, Amendment 6, to confront each witness against her at the hearing. The motion died for lack of a second.

Amendment 12:

Alderman La Tour moved to amend Complaint Procedures and Enforcement Section (E) to provide that the Respondent shall have the right to appeal any adverse decision against him to the State Circuit Court.

City Attorney Kit Williams: I don't think we could give them that right. It's a recommendation they can make. If the City Prosecutor accepts the case and decides to prosecute and they are convicted, then they would have a right to appeal that to the Circuit Court. There is nothing to appeal out of the Civil Rights Administration. It is an advisory decision.

Alderman La Tour: If I go before the Civil Rights Commission and I'm judged as a discriminator and the prosecutor declines to take the prosecution, I'm left with the label of discriminator. What does that do my business and reputation in the community? We have to have a place to redress a grievance.

A discussion followed about the State Circuit Court appeal process.

The motion died for lack of a second.

Amendment 13:

Alderman La Tour moved to amend Complaint Procedures and Enforcement Section (E) to provide that it shall be a defense to any alleged discrimination that the Respondent holds a good faith belief in traditional marriage and that her allegedly discriminatory acts were a reasonable expression of her belief in the sanctity of traditional marriage. For these purposes, "traditional marriage" is to be defined as a marriage of one man to one woman. The motion died for lack of a second.

Amendment 14:

Alderman La Tour moved to amend Complaint Procedures and Enforcement Section (F) to provide that Fayetteville City Code §10.99 General Penalty shall not apply to impose imprisonment on anyone cited and fined under this ordinance. The motion died for lack of a second.

Danielle Weatherby, 564 South Pierremont Drive spoke in favor of the ordinance.

Alderman La Tour: In the ordinance it refers to evidence that the commission will use evidence to determine if it should be turned over to a prosecutor. Nowhere in the ordinance does it find what rules of evidence will be used.

Danielle Weatherby: There are certain rules of procedure that govern judicial proceedings. The informal proceeding at the first step of the enforcement mechanism is a conciliation. The next phase would be similarly informal before the commission.

Lowell Grisham, 310 North Washington spoke in favor of the ordinance.

Justine Turnage, citizen spoke in favor of the ordinance.

Dwight Gonzales, 455 West Skelton Street stated his concerns about repairs that are needed on his street. He stated his concerns about the amount of money being spent for the Special Elections. He would like the issue to be put on the November ballot.

Dr. Lisa Corrigan, U of A Director of Gender Studies spoke in favor of the ordinance.

Alderman La Tour: If I am a member of the LGBTQ community, I am protected. If I'm a member of a community that believes in traditional marriage and I live out what I believe, I'm subject to prosecution. How do you explain that difference?

Dr. Lisa Corrigan: There are incentives to promote your status as a heterosexual that do not apply to everyone. You get tax breaks, hired, promoted, and higher pay.

A discussion followed about the amount of time given to each speaker when questions are asked by Aldermen.

Lisa Faith Stewart, 2130 North Chestnut Avenue spoke in favor of the ordinance.

Paul Sagan, 2112 East Gentle Oaks Lane spoke in opposition of the ordinance.

Paul Phaneuf, Aqua Crossing spoke in opposition of the ordinance.

Linda Burnett, 805 Sunset Drive stated she is grieved that neither side understands each other's perspective. She stated she should have the right to not violate her conscience.

Michael Collins, 1625 North Giles Road spoke in opposition of the ordinance.

Margaret (Peggy) Connor, 102 East Elm spoke in favor of the ordinance.

Quinn Montana, 602 Whitham Avenue spoke in favor of the ordinance.

Hunter Hansen, citizen spoke in favor of the ordinance.

Jeff Hansen, 920 North Leverett Avenue spoke in favor of the ordinance.

Danielle Stoddard, 122 North Aqua Crossing spoke in favor of the ordinance.

Jennifer Chadbourne, 701 Sycamore Street spoke in favor of the ordinance.

Jerry Patton, 524 North Shady Avenue spoke in opposition of the ordinance.

Valerie Biendara, Fieldstone, Ward 4 spoke in opposition of the ordinance.

Josh Waters, 3156 Rockford Drive spoke in favor of the ordinance. He stated that there will be a clear process of how claims of discrimination will be handled with a confidential and informal mediation, not a single administrator.

Alderman La Tour: Can you please explain to us how a person becomes a member of the council that will be appointed?

Josh Waters: It goes through the nominating and appointment process like others.

Alderman La Tour: Can you explain the process of someone getting on the Nominating Committee?

Josh Waters: I don't know that process.

Alderman Kinion: There was a one question rule.

Alderman La Tour: Alright, thank you.

Donna Wonsower, 2149 South Emma Avenue spoke in favor of the ordinance.

Jake Warlow, 954 West Peachtree spoke in favor of the ordinance.

Mike Emery, 2884 Wildwood spoke in favor of the ordinance.

Raymond Sweet, Joyce Boulevard spoke in favor of the ordinance.

Dale Manning, Fayetteville resident spoke in favor of the ordinance.

Noah Meeks, 2736 North Valencia Avenue spoke in favor of the ordinance.

Jeanne Champagne, 4219 Black Canyon spoke in opposition of the ordinance.

April Raffety spoke in opposition of the ordinance.

Citizen, 605 Betty Jo Drive spoke in favor of the ordinance.

Laura Phillips, 2055 South Cline spoke in favor of the ordinance.

William Collins, 1736 Buckley Drive spoke in opposition of the ordinance.

Nathan Sutherland Kordsmeier, 833 South Curtis spoke in favor of the ordinance.

David Garcia, 252 Thompson Avenue spoke in favor of the ordinance.

Alderman Tennant: Mr. Garcia, where do you write your blog, I've forgotten?

David Garcia: Fayetteville Free Zone.

Alderman Tennant: I very much enjoy reading it. I wanted to make sure I knew where to go and read it next time.

David Garcia: fayettevillefreezone.com or Fayetteville Free Zone on Facebook.

Peter Tonnessen, 3500 Hearthstone Drive spoke in opposition of the ordinance.

Laverne Cooper, Fayetteville resident spoke in opposition of the ordinance.

Ben Kovoch, 2195 Lisa Lane questioned if the meetings were open to the public when the ordinance was drafted.

Mayor Jordan stated he would find out.

Laura Hightower, 193 West 29th Court spoke in favor of the ordinance.

Justin Fletcher, 193 West 29th Court spoke in favor of the ordinance.

Alderman La Tour: Mr. Fletcher, I'm a business owner. I'd be glad to help you in any way I can. I don't hate anyone. Question is, if I have a job opening and three applicants come and apply for that job. I choose one of them. I had to discriminate on some basis. If one of those I didn't choose happened to be LGBTQ, do you think I should be subject to prosecution?

Justin Fletcher: If you discriminated on the basis of them being LGBTQ, then yes. Selection is not discrimination.

Alderman La Tour: If I selected based on job experience, interview skills, personal attire, those things I look for in a professional office, don't you think I would be subject to prosecution or at least an accusation against discrimination even though I wasn't discriminating on the basis of sexual orientation?

Justin Fletcher: Certainly anyone can be the sufferer of a false claim. That also seems to assume that the LGBTQ community is waiting to pounce and use these as ways to abuse the system, which I don't think is true.

Mayor Jordan stated there was a one question rule.

Kyle Smith, 2801 West Dove Drive spoke in favor of the ordinance.

John Burnett, 4597 East Davis stated he would like to see an amendment that deals specifically with the event of homosexual weddings only for members of faith.

Mayor Jordan: I don't think if it's of your faith you have to do same sex marriages.

John Burnett: No, if you are a business and you provide a service to a wedding; a baker, a florist, that sort of thing. I'm talking about one specific event, not a service to the public at large and being able to discriminate in that sense.

If this law is about the Civil Rights of those who don't have a voice as far as minority, why does it specifically look at, when you're appointing the members to the committee, the LGBTQ community versus someone just from one of the unrepresentative minority groups as a whole?

Mayor Jordan: You'd like to see the committee more diverse?

John Burnett: Why not have one of the citizens be from a minority group, because you're elevating the LGBTQ community versus someone from the black community, which actually has a higher percentage in our population.

Alderman Marsh: You mentioned your amendment which would exempt participation in same sex marriages. Would you also like to see that amendment that would exclude remarriage of divorced people or a widow marrying someone other than the deceased's brother?

John Burnett: He stated absolutely if there is a religious objection. He stated his amendment is event specific and doesn't believe you should have to provide services that go against a person's conscience.

Bob Winkleman, 2216 North Old Wire Road spoke in opposition of the ordinance.

Cindy Nance, 1653 Applebury Drive spoke in favor of the ordinance.

Mayor Jordan: Is it true that a LGBT citizen can be thrown out of their home for being LGBT?

Cindy Nance: That is not protected under the Federal Housing Act.

Mayor Jordan: Can they be fired from work for being LGBT?

Cindy Nance: Yes sir, they can.

Mayor Jordan: Thank you.

David Williams, 547 North Gray spoke in favor of the ordinance.

Duncan Campbell, Fayetteville resident spoke in opposition of the ordinance.

Alderman La Tour: Mr. Campbell, as a leader of the Repeal 119 coalition, how much input did you have into the rewriting of this law? Did Mrs. Gray invite you to participate in that process?

Duncan Campbell: No, I was not contacted. None of the leaders from Repeal 119 was contacted. If I had been asked I would have said people of faith should have an exemption from the right of conscience.

Alderman Long: You said if the last ordinance had been put to a vote then you would have been completely fine with that because the citizens would get a chance to vote on it. We have to look at this as a different law. If it goes to a vote, are you not okay with it again?

Duncan Campbell: Here's the problem, there's no reason to go through a vote again, especially when our Attorneys, Travis Story and Stephanie Nichols weren't included. Only people from the other side, with a couple of exceptions, but not anybody from Repeal 119 was included. It's improper to even go forward with this, especially when I believe that the Council knows and the City Attorney knows this is a direct violation of Act 137.

Carol Christoffel, 1510 East Overcrest spoke in favor of the ordinance.

Keith Cooper, Ward 1 resident spoke in opposition of the ordinance.

Mayor Jordan opened up the podium to non-Fayetteville residents.

Olivia DeMille, Springdale resident and Fayetteville business owner spoke in favor of the ordinance.

Mayor Jordan: When was the ADA passed?

Olivia DeMille: I have it listed as 1990.

Rustin Cunningham, Springdale resident and Fayetteville Pastor spoke against the ordinance.

Leah Knight, Centerton resident spoke against the ordinance.

Ron Brandts, Little Flock resident spoke against the ordinance.

Alderman Kinion: You said there was no evidence of discrimination here in our city. Have ever heard of Alan Walker?

Ron Brandts: I was referencing, has there been any study provided to the citizens?

Alderman Kinion: Alan Walker might have had an opinion on this.

Ron Brandts: Has there been any study provided to the citizens? No, I don't know who Alan Walker is.

Alderman La Tour: Do you know of any specific instances of persecution of Christians at the hands of ordinances similar to this one? Maybe business people that have been put out of business.

Ron Brandts: I think there have been substantial ones that have been brought up nationally where Christians have been persecuted. I especially think of the one pizza company in Indiana when they made a statement, a conscious statement, and the harassment that they got persecuted on. They had to close their doors for two weeks.

Robert Stafford, San Francisco resident spoke in favor of the ordinance.

Alderman La Tour: You spoke about the bible verse when Jesus said "Love thy neighbor as thyself." Would that include the baker that doesn't want to bake a cake for the LGBTQ community?

Robert Stafford: Love everybody, yes, equally.

Madison Beiler, Bentonville resident spoke in favor of the ordinance.

Evelyn Rios, San Francisco resident spoke in favor of the ordinance.

Chaz Allen, Bentonville resident spoke in favor of the ordinance.

Jordan Garcia, Bentonville resident spoke in favor of the ordinance.

Bobby Ballinger, Ozark resident spoke in opposition of the ordinance.

Caitlyn, West Wedington spoke in favor of the ordinance.

Alderman La Tour: We've been discussing tonight two very personal aspects of life: human sexuality and theology. In Fayetteville we have liberals and conservatives, we have republicans and democrats, and we have homosexuals and heterosexuals, and all kinds of diversity. There are five things we agree on. I would fire a fireman who runs up to a burning building, knocks on the door and says lady are you republican or democrat. In that setting, it doesn't matter what she believes. It doesn't matter how wrong you think she is. Rescue human life, that's your job in that setting. We all agree on police protection, city streets, city services, and the city library. Why don't we limit our discussion on those things where we all agree instead taking up something so personal as human sexuality and theology and trying to get a consensus? If we pass this law, half of the city is going to love us and half the city is going to hate us. It's a very divisive issue. Why don't we limit our discussions on the City Council to those things we all have some degree of agreement on. I would rather be talking about the pot holes in the streets instead of who's going to sleep with who and their right to do so. Those things should be left to another forum, like the State or Federal Legislature or civic clubs or families. I could vote for an ordinance that says if you are going to contract with the City of Fayetteville or you are going to be an employee of the City of Fayetteville, this is going to be our policy of non-discrimination. Let's lead by example that way instead of forcing something on half our population that disagrees with it. It's freedom of conscious.

Alderman Marsh moved to suspend the rules and go to the second reading. Alderman Kinion seconded the motion. Upon roll call the motion passed 7-1. Alderman La Tour voting no.

City Attorney Kit Williams read the ordinance.

Kit Williams: There was a question that shouldn't the entire ordinance be on the ballot. I sure wish it was. I've been informed by the Washington County Election Commission representatives that it cannot be because of their electronic ballot. They did assure me that they would have copies of the ordinance available at every polling place. Another thing I need to respond to was a remark by Mr. Campbell that I said this would be a direct violation of the Interstate Commerce Improvement Act. That's not correct. I sent you all a memo on June 5th where I cited the Little Rock City Attorney's opinion, that the proposed ordinance in Little Rock, which went beyond what state law would restrict, doesn't create any protected class, nor does it list any prohibited discrimination not already protected by state law. Reasonable arguments can be advanced by opponents of such ordinances, but I believe Tom Carpenter has a better argument that ordinances such as Little Rock's and the one offered by Alderman Gray and Alderman Petty are legal and not prohibited by the state law. I would be prepared to defend the legality of that. I expect we will be sued when the state law goes into effect late in July. I do not think this will generate hundreds of thousands of dollars in attorney's fees to defend the ordinance as mentioned by Mr. La Tour. I've defended the city many times when we've been challenged and I don't charge any extra. I just get my one pay.

Mayor Jordan: There was a citizen that asked for amendments that LGBT people have to file.

Kit Williams: If citizens want to present amendments, they need to talk to their Aldermen.

Mayor Jordan: She asked that we look at that. I didn't know if a Councilman wanted to look at that.

Alderman Marsh: She requested that LGBTQ people get special papers from the Police Department in order to display, showing which bathroom they had the right to use.

Mayor Jordan: A question was asked, Adella, if the meetings of the draft ordinance had been open to the public.

Alderman Gray: Kyle Davis, with the Center for Equality, did a great deal of leg work on this ordinance. I got involved with it three or four months after it had already been in the making. I had two attorneys that I wanted to be involved in the drafting of the ordinance because I wanted a new set of eyes on it. No, that was not open to the public. Three or four months down the road from that, when we starting looking at what Matthew Petty had worked on with the City Attorney, at that time the City Attorney took charge of those meetings making sure that Matthew Petty and I were not in any meetings together. That's how we handled that.

Alderman Petty: Within a week after the election last time, I bumped into Duncan Campbell of Repeal 119. I shook his hand and told him I appreciated the respect he had shown and asked him if he would be part of our discussions for a redo. He said he wasn't interested unless it was just a resolution. That's why they weren't re-invited to be at the table in my discussions. That divide right there goes to the heart of the issue. Either you believe that it should remain legal to fire or evict somebody for being gay or transgendered or you don't.

Alderman Kinion moved to suspend the rules and go to the third and final reading. Alderman Marsh seconded the motion. Upon roll call the motion passed 6-3. Alderman Long, Gray, Marsh, Kinion, and Petty voting yes. Alderman La Tour, Tennant and Schoppmeyer voting no. Mayor Jordan voted yes to suspend the rules.

City Attorney Kit Williams read the ordinance.

Alderman Kinion: We spent 30 hours on this previously. This evening we heard the same arguments, basically, some on human sexuality, some on theology, and some on business practices. What we have before us tonight is the opportunity to take this directly to the people. There has been a concern of utilizing a lot of time in this chamber on something that is most likely going to be discussed many hours and many places across our community on a very important issue. I think it is okay for the discussion to begin in the community. It is a divisive, polarizing, uncomfortable issue. It's an issue that has to be discussed in the community if we are taking it to the community. If we were to bring this to the chamber for two more readings, experience shows us that we're going to hear the same people with the same arguments. Everyone has a valid argument from their point of view. It's based on their beliefs, attitudes, values and how they feel on this specific issue. I respect all of that. Since this is a revised ordinance that suggests we take it to the people, then let's take it to the people. This is not the same ordinance, in my opinion. A lot of the issues we

heard were taken seriously into consideration and discussed with local individuals. Let's see if the revisions answered the concerns of the business community and to some of the individuals that felt like it was bad legislation. We all have the right to say what we want in our community and express how we feel about specific legislation. We all have the right to vote on a different piece of legislation that was developed with the concerns of the community as it was brought forth in our previous discussions. I have the utmost respect for the individuals that had the capacity and time to come out this evening. The engagement we have here in Fayetteville and the care that everyone has for their part in our community is what makes our community so great.

Alderman Tennant: As Chairman of the Ordinance Review Committee, I need to speak on the Ordinance Review piece to this. I am happy to schedule an Ordinance Review meeting. We have three weeks from tonight before the next City Council meeting. I'm not scheduling it to delay this. Most of my objections have been removed from when I voted against it first time. I'll support this one from the wording that it is now. I'm not necessarily in support of spending money on a Special Election. What I think is important now is to get a final document together that the public can look at and vote on. If I schedule that I would want in writing from people that wanted to submit things ahead of time so that we didn't have a long meeting. It would be efficient.

Kit Williams: At this point in time, the City Council would either have to vote on the ordinance or have it tabled because the rules have been suspended. It has been read for the third and final time.

Alderman Petty: I am also willing to have a meeting. Is there reasonable hope for a consensus?

Alderman La Tour: Are you asking me?

Alderman Petty: I am. It seems like a majority of the Council is ready to vote in support of this, except for one of us. I'm willing to have another meeting if we have reasonable hope for a consensus.

Alderman La Tour: I cannot tell you right now that I would vote for it until I see the final ordinance. I'm for freedom, Mr. Petty. I'm for freedom of choice. There's probably not a reasonable expectation that I'm going to agree on the final ordinance.

Alderman Gray: I think our attorney needs to clarify again, if we vote to accept this particular ordinance as it is written, then there's no need for an Ordinance Review Committee?

Kit Williams: No, the ordinance will be passed and the Special Election will be called. Either table it and go to Ordinance Review or don't table it and don't try to come back and change it in the interim when we're looking at an election.

Alderman Gray: Thank you for that clarification.

Alderman La Tour: I've read this ordinance several times. I read the original 119 ordinance several times. I cannot see an ounce worth of difference in these two. There have been cosmetic changes made to it. It's the same ordinance. The people who appoint the commission in the ordinance are

our Nominating Committee. When people ask me what committee I'm on, I tell them whichever committee is further away from the center of the universe. There's only one person that makes those committee assignments and he and I disagree on some things. I'm not going to be on important committees probably. That's just my take on it. I realize there could be difference of opinion on that.

Alderman Tennant: When I said earlier that I was for the writing of this ordinance, the one thing I'm against is the same thing I was before, which is spending \$37,000 plus on another Special Election. You stated last year that you were elected to make these sort of decisions, so what has changed now that we can't make the decision here at this moment? If the public gets petitions together and has a Special Election, my feeling is they might get the signatures but enough of the 52% of the people that voted against this will not repeal it the second time. Many of my constituents told me they wanted to vote for the last one. They were for the LGBT part of it, but there were other parts to it that they couldn't vote for. With many of those items stripped away, I think that makes a Special Election not as important. Let's not spend the \$37,000 plus on a Special Election. If we are bound and determined to vote on it tonight, then let's just vote on it tonight.

Alderman Gray: It's a very important issue. I feel we need to put it to a vote of the people. We all know that people can still get the signatures and it can still go to a vote of the people. The reason we have the ordinance written as it is now is that we felt like it was such an important issue that we wanted all the people of Fayetteville to get a chance to vote on this ordinance. It is very different from the other ordinance.

Alderman Marsh: I think it's unfortunate that we're needing to send it to a Special Election. One of the feedbacks that I've heard was that a lot of people felt misled by the last petitioning process. The ordinance language was very confusing. People called me in distress that their name had been revealed to have been on the petition because they didn't realize what they were signing and that it was opposite of what they had been presented with. One of the advantages of us sending it directly to the people is that we can be clear and transparent in the ballot language. The other reason that we can't wait until November is that equality can't wait.

Alderman Petty: I'd actually thought of doing this in the Primary or General Election next year with the City Attorney. It's probably not constitutionally allowed by the Arkansas Constitution because elections have to happen within a certain time frame after an ordinance is passed, so it's just not in the window. Civil Rights shouldn't be voted on, but when it comes down to this, it's a practical matter. The opposition collected signatures before, they'd be able to do it again, so we might as well have it. It may not be appreciated, but I think it's a matter of respect. It was put to a referendum before and we should respect that it happened and allow it to be voted on again.

Alderman Marsh: One thing that I learned while working with the Citizens First Congress is that only two states in the U.S. do not have a Civil Rights Commission. Arkansas is one of them. For people who are already in a protected class, we have nowhere to go and seek recourse against discrimination against us. One of the things I really like about this ordinance is that it establishes the Civil Rights Commission for the City of Fayetteville. Whether you've been discriminated on the basis of gender, race, family status, or any of the other protected classes, you will have access to this body to help you mediate through the situation.

Mayor Jordan: When I went through this ordinance, one of the changes I saw was that there is a Civil Rights Commission and there wasn't before. In Section C it says "churches, religious schools, daycare facilities, and religious organizations of any kind are exempt of this article." I understood that the religious issue had been dealt with through this ordinance. The research that I did, and I wanted to confirm it with Dr. Nance when she was up here, was the LGBT citizens can be thrown out of their home for being LGBT. They can lose their job because they are LGBT. There's a 20% chance of hate crimes in this country against LGBT communities. I think that's wrong and needs to be addressed.

The 14th Amendment of the Constitution does say "No State shall make or enforce any law which shall abridge the privileges or immunities of the citizens of the United States." I don't think the LGBT community is asking for special rights, but equal rights. I understand the class struggle. That's why I always fought for the ERA and the LGBT. It is why I fought for the ADA. I believe we have two forces at work here. One is love and one is fear. We need to quit looking at what people are and really who they are and what's on the inside of them. I believe in treating everybody the same. I will not sacrifice my stand on equality for anything or anyone. It may cost me the next election, I'm willing to pay that price.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 6-2. Alderman Long, Gray, Marsh, Kinion, Petty and Tennant voting yes. Alderman La Tour and Schoppmeyer voting no.

Ordinance 5781 as Recorded in the office of the City Clerk

Announcements: None

City Council Agenda Session Presentations:

Agenda Session Presentation – Solid Waste Reduction, Diversion and Recycling Master Plan update by Mitch Kessler.

City Council Tour: None

Adjournment: 9:58 p.m.

Lioneld Jordan, Mayor

Sondra E. Smith, City Clerk Treasurer



OFFICE OF THE
CITY ATTORNEY

*Handed out at the City Council meeting 7-7-15
Amend Chapter 92 Animals*

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Patti Mulford
Paralegal

TO: **Mayor Jordan**
City Council

CC: **Sondra Smith**, City Clerk-Treasurer
Yolanda Fields, Community Services Director
Justine Lentz, Animal Services Superintendent

FROM: **Blake Pennington**, Assistant City Attorney 

DATE: **July 7, 2015**

RE: **Alderman Long's proposed amendments to Animal Services ordinance; Legistar Item 2015-0256**

Alderman Long has proposed two amendments to Legistar Item 2015-0256 for the City Council to consider tonight. I am attaching his email as well as the revised legislation and Exhibit A with the proposed changes highlighted for your reference.

The first amendment will clarify that the seven day holding period in § 92.23(B) and § 92.24(A) will only count days that the shelter is actually open to the public (Monday-Saturday) and that the first day of the holding period will begin the day after the animal is taken into the custody of the shelter. These proposed changes appear in the last sentence of § 92.23(B) and § 92.24(A) in the attached Exhibit "A".

The second amendment, which appears as a new Section 4 in the main document, will change all instances of the words "destroy" or "destroyed" to "euthanize" or "euthanized" when referring to an animal. This change would be made in four places in the revised Exhibit A – in § 92.23(B) and § 92.24(A) – as well as in one place in § 92.04(B).

Pennington, Blake

From: Longward4@gmail.com <longward4@gmail.com>
Sent: Monday, July 06, 2015 11:14 PM
To: Pennington, Blake
Cc: Smith, Sondra
Subject: Animal chapter 92 changes and other notes in sections 92.23(B) & 92.24

Can you please prepare an amendment to this ordinance that would:

Require the holding period to be 7 days [that the shelter is open]. *

Also, could you change it to say that the first day that the animal is "picked up" or taken into custody does not count toward the 7 days? It could be after 5 pm, which would give the owner less time to receive notice.

Also, that the word "destroyed" be changed to "euthanized" in all sections that reference destroying an animal or putting it up for adoption.

*Inserted section denoted by [] symbols.

Sincerely,

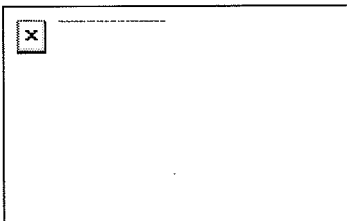
Alan T Long
City Council Member-Ward 4
City of Fayetteville, AR

Begin forwarded message:

Resent-From: <ward4_pos2@fayetteville-ar.gov>
From: CityClerk <cityclerk@fayetteville-ar.gov>
Date: July 6, 2015 at 11:32:54 AM CDT
To: CityClerk <cityclerk@fayetteville-ar.gov>
Subject: ASAB Special Meeting

ASAB will hold a Special Meeting on July 6, 2015 at 6pm in Room 111. Let me know if you have any questions.

Yolanda Fields
Community Resources Director
Community Resources Division
City of Fayetteville, Arkansas
Phone: (479)-575-8290
TDD: (Telecommunications Device for the Deaf) (479) 521-1316
[Facebook](#) | [Twitter](#) | [YouTube](#)



ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 92 **ANIMALS** OF THE FAYETTEVILLE CITY CODE TO PROVIDE PROTECTION FOR ANIMALS FROM BEING CONFINED IN ENCLOSED VEHICLES IN EXTREME TEMPERATURES, TO PROHIBIT DECEPTIVE ACTS AND MISREPRESENTATIONS REGARDING THE ORIGIN OF ANIMALS TURNED INTO THE FAYETTEVILLE ANIMAL SHELTER, AND TO MAKE OTHER TECHNICAL REVISIONS

WHEREAS, the City should protect animals confined in vehicles during periods of extreme temperatures; and

WHEREAS, the Fayetteville Animal Shelter staff have experienced a large number of people attempting to turn in animals to the shelter who are not Fayetteville residents or who found the animal outside of the Fayetteville city limits, which creates an undue burden on shelter resources and makes reunification much more difficult; and

WHEREAS, additional revisions to this section to clarify procedures regarding microchipping, redemption of animals, spaying and neutering, and penalties for violations of this section will provide clarity to staff and Fayetteville residents and also improve the efficiency of the Animal Services program.

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 enacts § 92.02(G) of the Fayetteville City Code as follows:

92.02(G) No person shall:

- (1) Confine an animal in an unattended, enclosed vehicle where the outside temperature is 70 degrees Fahrenheit or greater and the interior of the vehicle is not provided with conditioned air or adequate ventilation to maintain an internal temperature of 100 degrees Fahrenheit or less.

(2) Confine an animal in an unattended vehicle where the outside temperature is 30 degrees Fahrenheit or less and the interior of the vehicle is not provided with heated air to maintain an internal temperature of at least 30 degrees Fahrenheit.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby enacts § 92.42 of the Fayetteville City Code as follows:

92.42. Deceptive acts and misrepresentations prohibited.

(a) No person shall obtain possession or custody of any domestic animal for or on behalf of the owner thereof for the purpose of avoiding payment of fees or penalties imposed upon the owner by this chapter.

(b) No person shall intentionally misrepresent his or her residency to the personnel of the Fayetteville Animal Shelter.

(c) No person shall intentionally make any misrepresentation regarding the origin of an animal being presented to the Fayetteville Animal Shelter.

Section 3. That the City Council of the City of Fayetteville, Arkansas hereby amends § 92.23(B), § 92.24(A), § 92.24(D), and § 92.99(A) as shown in Exhibit "A" attached hereto and made a part hereof.

Section 4. That the City Council of the City of Fayetteville, Arkansas hereby amends the terms "destroy" or "destroyed" to "euthanize" or "euthanized" where they occur in § 92.04(B), §92.23(B), and § 92.24(A).

PASSED and APPROVED this 7th day of July, 2015.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

EXHIBIT A

§ 92.23(B) Whenever any animal in the animal shelter has been microchipped, it shall be the duty of the animal control officer to notify the owner or the person to whom the microchip is registered, if such person or owner can be found, that the animal has been taken up and placed in the animal shelter and will be euthanized or placed for adoption within 7 days unless the fee hereinafter prescribed is paid. If the owner or person to whom the microchip is registered cannot be found, the animal control officer shall, by registered mail sent to said person's last known address, notify said person that the animal has been impounded at the animal shelter, and will be euthanized or placed for adoption within 7 days if the fee hereinafter prescribed is not paid. For the purpose of this section, the first day of taking up shall not be counted toward the impoundment period provided herein and the 7 day holding period shall only include days the animal shelter is open to the public.

§ 92.24(A) After the expiration of seven (7) days impoundment in the case of a microchipped animal, or the expiration of five (5) days impoundment in the case of an non-microchipped animal, said animal shall become the property of the City, and the City shall be empowered to place for adoption or to euthanize and dispose of said animal as provided for in §92.23 (B) above. The animal control officer is hereby authorized to place for adoption or to euthanize such animal and dispose of the carcass. For the purpose of this section, the first day of taking up shall not be counted toward the impoundment period provided herein and the 7 day holding period shall only include days the animal shelter is open to the public.

§ 92.24(D) Pursuant to Ark. Code Ann. § 20-19-103, no unclaimed dog or cat shall be released for adoption without being sterilized, or without a written agreement from the adopter guaranteeing that such animal will be sterilized, and after the adoption fee has been paid. An adopter who fails to comply with the sterilization provision of the agreement shall be guilty of a misdemeanor.

§ 92.99 (A) Whenever in this chapter an act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in such chapter the doing of an act is required or the failure to do any act is declared to be unlawful, and no specific penalty is provided therefor, the violation of any such provision of this chapter shall be punished by a fine of not more than \$500.00 or double that sum for each repetition of such offense, or violation; provided, no penalty shall be greater or less than the penalty provided for the same or a similar offense under the laws of the state but in no case shall any penalty be less than \$50.00. If the violation of the chapter is, in its nature, continuous in respect to time, the penalty for allowing the continuation thereof shall not exceed \$250.00 for each day that the same is unlawfully continued.



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Patti Mulford
Paralegal

**TO: Mayor Jordan
City Council**

CC: Sondra Smith, City Clerk-Treasurer
Yolanda Fields, Community Services Director
Justine Lentz, Animal Services Superintendent

FROM: Blake Pennington, Assistant City Attorney

DATE: July 7, 2015

RE: Alderman Long's proposed amendments to Animal Services ordinance; Legistar Item 2015-0256

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Pennington, Blake

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Sent: Monday, July 06, 2015 11:14 PM
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Cc: Smith, Sondra
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*Inserted section denoted by [] symbols.

Sincerely,

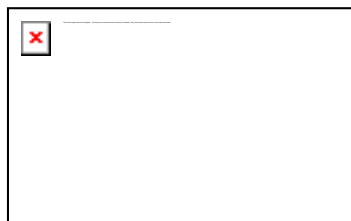
Alan T Long
City Council Member-Ward 4
City of Fayetteville, AR

Begin forwarded message:

Resent-From: <ward4_pos2@fayetteville-ar.gov>
From: CityClerk <cityclerk@fayetteville-ar.gov>
Date: July 6, 2015 at 11:32:54 AM CDT
To: CityClerk <cityclerk@fayetteville-ar.gov>
Subject: ASAB Special Meeting

ASAB will hold a Special Meeting on July 6, 2015 at 6pm in Room 111. Let me know if you have any questions.

Yolanda Fields
Community Resources Director
Community Resources Division
City of Fayetteville, Arkansas
Phone: (479)-575-8290
TDD: (Telecommunications Device for the Deaf) (479) 521-1316
[Facebook](#) | [Twitter](#) | [YouTube](#)



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WHEREAS, the City should protect animals confined in vehicles during periods of extreme temperatures; and

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ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
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§ 92.99 (A) Whenever in this chapter an act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in such chapter the doing of an act is required or the failure to do any act is declared to be unlawful, and no specific penalty is provided therefor, the violation of any such provision of this chapter shall be punished by a fine of not more than \$500.00 or double that sum for each repetition of such offense, or violation; provided, no penalty shall be greater or less than the penalty provided for the same or a similar offense under the laws of the state but in no case shall any penalty be less than \$50.00. If the violation of the chapter is, in its nature, continuous in respect to time, the penalty for allowing the continuation thereof shall not exceed \$250.00 for each day that the same is unlawfully continued.

City of Fayetteville, Arkansas

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



Meeting Agenda - Tentative Agenda

Tuesday, June 30, 2015

4:30 PM

City Hall Room 326

City Council Meeting

Adella Gray Ward 1
Sarah Marsh Ward 1
Mark Kinion Ward 2
Matthew Petty Ward 2
Justin Tennant Ward 3
Martin W. Schoppmeyer, Jr. Ward 3
John S. La Tour Ward 4
Alan Long Ward 4

ELECTED OFFICIALS:
Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith

Call To Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions

[2015-0295](#)

ADVERTISING AND PROMOTION COMMISSION APPOINTMENT
REPORT

Attachments:

[061615 Rhoads Appointment](#)

City Council Meeting Presentations, Reports and Discussion Items:

Agenda Additions:

A. Consent:

A. 1 [2014-0506](#)

APPROVAL OF THE JUNE 16, 2015 CITY COUNCIL MEETING
MINUTES.

A. 2 [2015-0270](#)

RFP #15-05 CHALLENGER TEAMWEAR

A RESOLUTION TO AWARD RFP #15-05 AND AUTHORIZE A
CONTRACT WITH CHALLENGER TEAMWEAR FOR THE
PURCHASE OF YOUTH SOCCER UNIFORMS IN THE AMOUNT OF
\$12.15 PLUS TAX PER UNIFORM FOR THE FALL 2015 AND SPRING
2016 SEASONS, WITH AN OPTION TO RENEW FOR THE FALL 2016
AND SPRING 2017 SEASONS

Attachments:

[RFP 15-05 Legistar packet](#)

A. 3 [2015-0280](#)**HAZMAT SERVICES REVENUE**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT RECOGNIZING HAZMAT SERVICES REVENUE RECEIVED BY THE FIRE DEPARTMENT FROM WASHINGTON COUNTY IN THE AMOUNT OF \$1,726.00 AND INCREASING THE RELATED EXPENSE BUDGET

Attachments:[SRF SRM Hazmat Revenue Washington County Shaver Foods Response](#)[BA BUDGET ADJUSTMENT FORM Hazmat Revenue Washington County-S](#)**A. 4** [2015-0287](#)**EVANS CONSTRUCTION AND REMODELING, LLC**

A RESOLUTION TO AUTHORIZE A CONTRACT WITH EVANS CONSTRUCTION AND REMODELING, LLC IN THE AMOUNT OF \$24,855.00 FOR COMMUNITY DEVELOPMENT BLOCK GRANT REHABILITATION OF AN ELIGIBLE RESIDENCE LOCATED AT 3295 W. OLD FARMINGTON ROAD

Attachments:[SRF-SRM-PO-Bid Receipt-Bid](#)[Bid Packet - 3295 W. Old Farmington Rd.](#)**A. 5** [2015-0297](#)**FAYETTEVILLE POLICE DEPARTMENT POLICIES**

A RESOLUTION TO APPROVE FAYETTEVILLE POLICE DEPARTMENT POLICIES 22.2.8 MILITARY ACTIVATIONS, 22.3 SECONDARY EMPLOYMENT, 41.1.1 PATROL, AND 61.4.3 TOWED VEHICLES

Attachments:[SRP - FPD Policies](#)

A. 6 [2015-0291](#)**TRI STAR CONTRACTORS, LLC**

A RESOLUTION TO AWARD BID NO. 15-35 AND AUTHORIZE A CONTRACT WITH TRI STAR CONTRACTORS, LLC IN THE AMOUNT OF \$252,500.00 FOR CONSTRUCTION SERVICES FOR THE AIRPORT TERMINAL APRON REHABILITATION PROJECT, TO APPROVE CHANGE ORDER NO. 1 TO THE CONTRACT WITH TRI STAR CONTRACTORS, LLC IN THE AMOUNT OF \$197,500.00 TO INCREASE CERTAIN QUANTITIES OF CONCRETE REPAIR, TO APPROVE A 5% PROJECT CONTINGENCY, TO ACCEPT A 90/10 GRANT FROM THE ARKANSAS DEPARTMENT OF AERONAUTICS IN THE AMOUNT OF \$470,700.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:[Leg5015-0291 Full Packet 061915 2](#)[Copy of BA_FORM_LEGISTAR TriStarConstruction ADA Grant 061715](#)**A. 7** [2015-0275](#)**MCCLELLAND CONSULTING ENGINEERS, INC. AGREEMENT
NO. 1**

A RESOLUTION TO APPROVE SUPPLEMENTAL AGREEMENT NO. 1 TO THE CONTRACT WITH MCCLELLAND CONSULTING ENGINEERS, INC. IN THE AMOUNT OF \$164,480.71 FOR ADDITIONAL ENGINEERING SERVICES ASSOCIATED WITH THE REHABILITATION OF THE HISTORIC MAPLE STREET AND LAFAYETTE STREET BRIDGES, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:[SRF packet MCE Amndmnt #1 Hist Bridges.pdf](#)[BA - McClelland Supplemental #1.xlsm](#)

A. 8 [2015-0277](#)**WATERSHED CONSERVATION RESOURCE CENTER TASK
ORDER NO. 3**

A RESOLUTION TO APPROVE TASK ORDER NO. 3 WITH THE WATERSHED CONSERVATION RESOURCE CENTER FOR THE DESIGN AND CONSTRUCTION OF A STREAM RESTORATION PROJECT ON AN UNNAMED TRIBUTARY OF CATO SPRINGS BRANCH NEAR THE SOUTHERN BOUNDARY OF THE REGIONAL PARK AND FOR A FEASIBILITY ANALYSIS OF THE REMOVAL OF AN EXISTING DAM ON THE WEST FORK OF THE WHITE RIVER

Attachments: [2015-0277 Kessler Mountain Task Order](#)

A. 9 [2015-0293](#)**COLLEGE MARKETPLACE (FAYETTEVILLE), LLC**

A RESOLUTION TO AUTHORIZE A CONTRACT WITH COLLEGE MARKETPLACE (FAYETTEVILLE), LLC IN THE AMOUNT OF \$186,202.50 FOR PAYMENT OF THE COSTS ASSOCIATED WITH THE INSTALLATION OF A TRAFFIC SIGNAL AT COLLEGE AVENUE AND MASONIC DRIVE, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: [SRF College Marketplace packet.pdf](#)
 [BA - Traffic Signal College & Masonic.xlsm](#)

B. Unfinished Business:**B. 1** [2015-0249](#)**RZN 15-5044 (4065 E. HUNTSVILLE RD./THE PLAZA)**

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 15-5044, FOR APPROXIMATELY 16.02 ACRES, LOCATED AT 4065 E. HUNTSVILLE ROAD FROM R-PZD 08-3071, RESIDENTIAL PLANNED ZONING DISTRICT BRIDGEDALE PLAZA TO RSF-7, RESIDENTIAL SINGLE FAMILY, 7 UNITS PER ACRE, NS, NEIGHBORHOOD SERVICES, AND CS, COMMUNITY SERVICES

Attachments: [15-5044 CC EX A & EX B](#)
 [15-5044 CC reports](#)

At the June 2, 2015 City Council meeting, this ordinance was left on the first reading. At the June 16, 2015 City Council meeting, this ordinance was left on the second reading.

B. 2 [2015-0265](#)**PLACE HOLDER: MAPLE STREET & LAFAYETTE STREET
BRIDGE REHAB**

A RESOLUTION TO AWARD A CONTRACT IN THE AMOUNT OF \$X,XXX,XXX.XX TO CONTRACTOR, INC. FOR THE CONSTRUCTION OF THE MAPLE STREET & LAFAYETTE STREET BRIDGE REHAB, APPROVE A PROJECT CONTINGENCY OF \$XXX,XXX.XX (5%), AND APPROVE A BUDGET ADJUSTMENT.

Attachments:[Historic Bridges Construction Contract.pdf](#)

At the June 16, 2015 City Council meeting, this resolution was tabled to the July 7, 2015 City Council meeting.

C. New Business:**C. 1** [2015-0289](#)**WEBTECH WIRELESS, INC.**

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A THIRTY SIX (36) MONTH CONTRACT WITH WEBTECH WIRELESS, INC. FOR FLEET MANAGEMENT TRACKING SERVICES IN THE AMOUNT OF \$50,444.00, PLUS APPLICABLE SALES TAXES AND SHIPPING COSTS

Attachments:[SRP 2015-0289 Webtech Wireless Service Agreement](#)**C. 2** [2015-0285](#)**RZN 15-5075 (NE CORNER VAN ASCHE & STEELE BLVDS./CMN
LOTS 8 & 14**

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 15-5075, FOR APPROXIMATELY 17.70 ACRES, LOCATED AT THE NORTHEAST CORNER OF VAN ASCHE AND STEELE BLVDS. FROM C-2, THOROUGHFARE COMMERCIAL TO C-3, CENTRAL COMMERCIAL

Attachments:[CC Exhibits](#)[15-5075 Documents](#)

C. 3 [2015-0288](#) VAC 15-5089 (3215 NORTH HILLS BLVD.)

AN ORDINANCE TO APPROVE VAC 15-5089 SUBMITTED BY USI ENGINEERS FOR PROPERTY LOCATED AT 3215 NORTH HILLS BOULEVARD TO VACATE A PORTION OF AN EXISTING UTILITY EASEMENT

Attachments: [15-5089 CC Exhibits](#)
 [15-5089 CC reports](#)

C. 4 [2015-0256](#) AMEND CHAPTER 92 ANIMALS

AN ORDINANCE TO AMEND CHAPTER 92 ANIMALS OF THE FAYETTEVILLE CITY CODE TO PROVIDE PROTECTION FOR ANIMALS FROM BEING CONFINED IN ENCLOSED VEHICLES IN EXTREME TEMPERATURES, TO PROHIBIT DECEPTIVE ACTS AND MISREPRESENTATIONS REGARDING THE ORIGIN OF ANIMALS TURNED INTO THE FAYETTEVILLE ANIMAL SHELTER, AND TO MAKE OTHER TECHNICAL REVISIONS

Attachments: [EXHIBIT A - ORD CHAPTER 92 ANIMAL SERVICES \(Clean copy\)](#)
 [2015-0256 Amend Chapter 92](#)
 [TRACK CHANGES FOR EXHIBIT A -ORD CHAPTER 92 ANIMAL SERVICES](#)

D. City Council Agenda Session Presentations:**E. City Council Tour:****F. Announcements:****G. Adjournment****NOTICE TO MEMBERS OF THE AUDIENCE**

All interested persons may address the City Council on agenda items of New and Old Business. Please wait for the Mayor to request public comment and then come to the podium, give your name, address, and comments about the agenda item. Please address only the Mayor. Questions are usually answered by the Mayor, Aldermen or Staff after the public comment period is over. Please keep your comments brief and respectful. Each person is only allowed one turn at the microphone for discussion of an agenda item.

All cell phones must be silenced and may not be used within the City Council Chambers.

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

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

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

Old business and new business.

Presentations by staff and applicants. Agenda items shall be introduced by the Mayor and, if an ordinance, read by the City Attorney. City staff shall then present a report. An agenda applicant (city contractor, rezoning or development applicant, etc.) may present its proposal only during this presentation period, but may be recalled by an alderman later to answer questions. Staff and applicants may use electronic visual aids in a City Council meeting as part of their presentation.

Public comments. Public comment shall be allowed for all members of the audience on all items of old and new business and subjects of public hearings. No electronic visual aid presentations shall be allowed, but the public may submit photos, petitions, etc. to be distributed to the City Council. If a member of the public wishes for the City Clerk to distribute materials to the City Council before its meeting, such materials should be supplied to the City Clerk office no later than 9:00 a.m. on the day of the City Council meeting. Any member of the public shall first state his or her name and address, followed by a concise statement of the person's position on the question under discussion. Repetitive comments should be avoided; this applies to comments made previously either to the City Council or to the Planning Commission when those Planning Commission minutes have been provided to the Aldermen. All remarks shall be addressed to the Mayor or the City Council as a whole and not to any particular member of the City Council. No person other than the Aldermen and the person having the floor shall be permitted to enter into any discussions without permission of the Mayor. No questions shall be directed to an Alderman or city staff member except through the Mayor.

Courtesy and respect.

All members of the public, all city staff and elected officials shall accord the utmost courtesy and respect to each other at all times. All shall refrain from rude or derogatory remarks, reflections as to integrity, abusive comments and statements about motives or personalities. Any member of the public who violates these standards shall be ruled out of order by the Mayor, must immediately cease speaking and shall leave the podium.

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

A copy of the complete City Council agenda is available at accessfayetteville.org or in the office of the City Clerk, 113 W. Mountain, Fayetteville, Arkansas.



City of Fayetteville, Arkansas

Tentative Agenda
113 West Mountain Road
Fayetteville, AR 72701
(479) 575-8323
Page 10 of 430

Text File

File Number: 2015-0295

Agenda Date: 7/7/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Presentation

Agenda Number:

ADVERTISING AND PROMOTION COMMISSION APPOINTMENT REPORT



Fayetteville Advertising and Promotion Commission
21 S. Block Ave.
Fayetteville, Arkansas 72701

June 16, 2015

TO: Fayetteville City Clerk

From: Kym Hughes
Executive Director, Fayetteville Advertising & Promotion Commission

RE: Vacancy on the Advertising and Promotion Commission for
4 year term expiring April 1, 2017

The Fayetteville Advertising & Promotion Commission during their June 15, 2015 regular meeting voted to elect Robert Rhoads, to fill remaining term of the at large position being vacated by Bobby Ferrell on the A & P Commission. Mr. Rhodes is a resident of Fayetteville and a registered voter.

The Commission asks for the approval of the City Council per state statute as follows:

26-75-605. Advertising and promotion commissions

(2) (d) Whether resulting from expiration of a regular term or otherwise, a vacancy on the commission in any of the four (4) tourism industry positions provided for in subdivision (a)(1) of this section or in the at-large position provided for in subdivision (a)(3) of this section shall be filled by appointment made by the remaining members of the commission, with the approval of the governing body of city.



City of Fayetteville, Arkansas

Tentative Agenda
113 West Mountain Road, Suite 100
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2015-0270

Agenda Date: 7/7/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 2

RFP #15-05 CHALLENGER TEAMWEAR

A RESOLUTION TO AWARD RFP #15-05 AND AUTHORIZE A CONTRACT WITH CHALLENGER TEAMWEAR FOR THE PURCHASE OF YOUTH SOCCER UNIFORMS IN THE AMOUNT OF \$12.15 PLUS TAX PER UNIFORM FOR THE FALL 2015 AND SPRING 2016 SEASONS, WITH AN OPTION TO RENEW FOR THE FALL 2016 AND SPRING 2017 SEASONS

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards RFP #15-05 and authorizes a contract with Challenger Teamwear for the purchase of youth soccer uniforms in the amount of \$12.15 plus tax per uniform for the Fall 2015 and Spring 2016 seasons, with an option to renew for the Fall 2016 and Spring 2017 seasons.

City of Fayetteville Staff Review Form

2015-0270

Legistar File ID

7/7/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Alan Spann

5/29/2015

Parks & Recreation /
Parks & Recreation Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Parks and Recreation Staff recommends City Council award RFP 15-05 to Challenger Teamwear for \$23,000 for the purchasing of soccer uniforms for the fall 2015 and spring 2016 seasons at the cost of \$12.15 per uniform. The resolution includes an automatic renewal for the fall 2016 and spring 2017 seasons.

Budget Impact:

1010.5220.5200.05

Tournament Supplies/Awards

Account Number

Fund

n/a

Parks Development

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 67,752.00

Funds Obligated \$ 19,791.80

Current Balance **\$ 47,960.20**

Does item have a cost? Yes

Item Cost \$ 23,000.00

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget **\$ 24,960.20**

V20140710

Previous Ordinance or Resolution # 118-13

Original Contract Number:

Approval Date:

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF JULY 7, 2015

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Connie Edmonston, Parks and Recreation Director

FROM: Alan Spann, Recreation Superintendent

DATE: May 29, 2015

SUBJECT: Resolution to approve the purchase of youth soccer uniforms from Challenger Teamwear in the amount of \$23,000 for the fall 2015 and the spring 2016 seasons.

RECOMMENDATION:

Parks and Recreation Staff recommends City Council award RFP 15-05 to Challenger Teamwear for \$23,000 for the purchasing of soccer uniforms for the fall 2015 and spring 2016 seasons. The amount for the spring season depends on the number of children who enroll in the program. Allowing an amount for the spring season enables the children who register to play only in the spring season to have the same uniform design as the children who play in the fall season. The resolution includes an automatic renewal for the fall 2016 and spring 2017 seasons.

BACKGROUND:

One of the fastest growing recreation programs in America is youth soccer. Fayetteville Parks and Recreation's Soccer Program is no exception. This past fall, 1,489 youth participated and 1,599 youth participated this past spring. The City of Fayetteville operates one of the largest youth soccer programs in Arkansas.

DISCUSSION:

Currently, Fayetteville Parks and Recreation charges a registration fee ranging from \$50 to \$95 per participant, depending on age. Included in this registration fee is the price for uniforms, a secondary insurance fee, equipment, official's fees, and other expenses associated with the program. More specifically, Parks and Recreation budgets approximately \$16 per child for soccer uniforms. This includes a shirt, shorts, and a pair of soccer socks, along with the cost of printing for each sponsor's logo.

An RFP was released asking companies to submit possible uniforms for our program. The Selection Committee unanimously selected Challenger Teamwear.

Four companies submitted a proposal for the uniform purchase ranging in price from \$11.93 - \$14.75 per uniform set. The committee chose Challenger due to its high quality and durability at

a low cost of \$12.15. Challenger met all the qualifications as submitted on the RFP and has always provided good service to Parks and Recreation during previous years.

Detailed information on Challenger Teamwear can be found at <http://challengerteamwear.com/The-Teamwear-Difference/About-Us>. On their website, they discuss a little about their company, including how they are the only total soccer company in the United States. Their RFP response also discusses how all their uniforms are housed, separated, printed, packed, and shipped from one central location. According to page eight of their response, Challenger mentions their in-house print department meets all OSHA standards and in 35 years no employee has been hurt. Challenger employs men and women equally at all skill levels, as well as the disabled. Their management policy is to help those who may not have had the best opportunities, to learn skills through on-the-job training to get ahead within the company.

BUDGET/STAFF IMPACT:

The 2015 Operational Budget includes \$23,000 for the purchase of Soccer Uniforms. This purchase will include an approximate total payment of \$23,000 for fall 2015 and spring 2016. These expense figures depend on the amount of participants who register to play. The resolution includes an automatic renewal for the fall 2016 and spring 2017 seasons.

Attachments:

Submittal Analysis
Challenger RFP

	American Soccer Co dba Score Sports	Arkansas Screen Printing	Challenger Teamwear	Home Team Athletics	Wildheart Apparel LLC
Price per Uniform (includes shirt, shorts, socks, & screen Print	\$ 11.93	\$14.00/\$14.75	\$ 12.15	\$ 14.00	\$ 11.46
Processing Time	15-18 business days	12-16 calendar days	12-16 Calendar Days	N/A	10 Calendar Days
Price increase for term 2	0%	0%	0%	4%	0%
Location of manufacturing	Wilmington, CA	Mexico, Indonesia, USA	Vietnam and USA	Mt. Vernon, CA	Fayetteville, AR
Fiber content	Polyester/nylon from various sources woven @ SCORE	Polyester 100% Meico, Indonesia, USA	100% Polyester, Vietnam and USA	Moisture-wicking Polyester	Mexico, El Salvador, China
Environment, labor, safety violations	None	none	none	N/A	N/A
Best Management Practices	SCORE only uses organic ecofriendly dyes to color fabrics, insures safety of the wearer and reducing the potential pollutants from our mfg. process. Robust recycling program	Conforms and exceeds all government regulations Fully recycling program in effect and minimal energy consumption practices	see attached	N/A	N/A



City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8220

TDD (Telecommunication Device for the Deaf): 479.521.1316

RFP (REQUEST FOR PROPOSAL)

REQUEST FOR PROPOSAL: RFP 15-05, Soccer Uniforms

DEADLINE: Wednesday, May 20, 2015 before 2:00:00 PM, local time

RFP DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701

PURCHASING AGENT: Andrea Foren Rennie, CPPO, CPPB, aforen@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: Thursday, April 30, 2015

REQUEST FOR PROPOSAL RFP 15-05, Soccer Uniforms

No late proposals shall be accepted. RFP's shall be submitted in sealed envelopes labeled with the project number and name as well as the name and address of the firm.

All proposals shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection. Any bid, proposal, or statements of qualification will be rejected that violates or conflicts with state, local, or federal laws, ordinances, or policies.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of submitting, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Agent.

Name of Firm: Challenger Teamwear

Contact Person: Greg Knight Title: Central USA Sales Director

E-Mail: gknight@challengerbeamwear.com Phone: 866 243 5862

Business Address: 8263 Flint

City: Lenexa State: KS Zip: 66214

Signature: [Signature] Date: 5/8/15



May 8, 2015

Dear City of Fayetteville,

Listed below are a few uniform options available to you from Challenger Teamwear. I have given you prices on a number of uniform styles. The price includes jersey, number, shorts & socks.

Uniform Set

Apache Set	\$12.15 Youth	\$12.15 Adult	Page 21	Sizes – YXS-AXXL – 16 colors
Hopi Set	\$12.15 Youth	\$12.15 Adult	Page 20	Sizes – YXS-AXL – 16 colors
Pima Set	\$12.15 Youth	\$12.15 Adult	Page 18	Sizes – YXXS-AXL – 24 colors
Heartland Set	\$12.15 Youth	\$12.15 Adult	Page 12	Sizes – YXS-AXXL – 21 colors
Arizona Set	\$12.15 Youth	\$12.15 Adult	Page 13	Sizes – YXS-AXXL – 18 colors

*Uniform Set includes – Jersey, One-Color number, Patriot or Dakota Short, Premiere sock.

Upgrade Short

Frisco FREE UPGRADE

Additional Information

- Numbers - Uniform Set includes 8 inch number on back of jersey.
- Frisco Short – available in 10 colors
- Dakota Short – available in 11 colors
- Premiere Sock – available in 14 colors
- Shipping – all uniforms will be shipped UPS. We are 2 day ground Fed Ex from you – we ship from Kansas.
- Turnaround time On Large Main order – 12-16 days from date of order. Can be less - We can work with you if dates are provided.
- Turnaround time on additional orders 1-49 uniforms– 5 business days with ground shipping. Can be less - We can work with you if dates are provided.

Qualifications

- Experience – Challenger has over 13 years of experience of providing Soccer uniforms direct to City soccer leagues.
- Challenger provides uniforms to over 1250 soccer leagues in the United States.
- Challenger provides uniforms to soccer leagues with 100-4000 soccer players.
- All Challenger uniforms are housed, separated, printed, packed and shipped from one central location.
- All uniforms will be separated and labeled by team for easy distribution.

Experience, Competence, and Capacity

- **Jersey Quality** – Each of our fabrics are knit with quality yarns and finished to have a rich soft feel for maximum comfort, ultimate moisture-wicking and breathability. Our jerseys are known for their bright colors – we use the most expensive reactive dyes to retain their bright color and prevent bleeding or fading. Each seam is double-stitched with extra strong threads which prevent seam splitting. A soft heavy-weight trim is used for the neckbands on Challenger Teamwear's jerseys to retain the jerseys shape.
- **Short Quality** – we pre-shrink the elastic band before sewing into our shorts. Polyester fabric does not shrink. If the elastic band has not been pre-shrunk before being sewn into a waist band, the fabric will bunch with the first wash. A heavy duty, more expensive polyester drawstring is used in all our shorts, again to prevent shrinkage and bunching.
- **Sock Quality** – The 'Premiere' sock is made of elasticized acrylic-nylon fabric and nylon true rib legs, with turndown cuffs to hold full-length shin-guards in place. This sock also has a cushioned insole.

Proposed Method of Doing Work

- **Ordering** – easy to follow excel spreadsheet for ordering will be emailed.
- **Order** – order by team and we will separate and label by team for easy distribution.
- **E mail confirmation** – once order is placed within 24 hours e mail conformation will be sent to City contact.
- **Tracking** – once uniforms ship e mail tracking will be sent – we are a 2 day ground to ship to Fayetteville.
- **Customer Service** – City can contact Greg Knight any time with questions. In addition internal HQ support contact is provided.
- **Uniform Fabric** – is a 100% Polyester light weight moisture wicking yarn to allow air flow and breathability to keep the player cool and comfortable when playing.

Past Performance

- **Reference** - City of Tallahassee , FL, Brian Smatt, 850 891 3837 – 1300 Uniform Sets
- **Reference** – City of Batesville, AR, Jeff Owens, 870 698 2527 – 400 Uniforms
- **Reference** – SABR, FL, Jennifer Bielec, 561 350 3310, 2300 Uniform Sets

League Gifts

Challenger would also like to offer the league Gifts:

- **Challenger - N.S.C.A.A 'Parent Coach' coaching Certificate course** - \$35.00 Value – FREE to your club. Challenger has partnered with the largest coaching organization in the U.S.A. the N.S.C.A.A. and will come and put on a complementary coaching course for your Recreational parent coaches for FREE.
- **The Challenger Way** - Access to our new on-line training tool – with a comprehensive collection of coaching drills, Team practices, small sided games and much more to support all your youth coaches – Check out the FREE demo at www.thechallengerway.com . Retail price \$79.00 – your price \$5.95 per coach!

In addition to the great prices, quality uniforms and gifts I want to list additional advantages of working with Challenger:

- Location – our uniforms are housed, printed, packed and shipped from Kansas – we are only a **2 day ship to you. Shorter shipping time.**
- Additional orders – if you can order by noon any day we can have the uniforms to in 6 business days with logo and numbers – with ground shipping!
- Team Packed – all uniforms can be team packed and labeled ready for distribution
- Sizing samples – Complementary sizing samples for registration.
- Comfort – all our uniforms are tag – less and with stitching hidden in neck line for additional comfort.
- On line ordering – we keep you in the loop all along the ordering process – with e-mail confirmation of the order, e-mail tracking of the order and you can order 24 hours a day!
- Access to Challenger Sports resources – British Soccer Camps, Tetra Brazil Camps, Year round coaching, Tours, Tournaments.

I look forward to speaking with you to discuss our proposal but should you have any immediate questions please do not hesitate to contact me at: Tel: 866-243-5862 or email: gknight@challengersports.com

Sincerely,



Greg Knight
Regional Director
Challenger Teamwear

City of Fayetteville
RFP 15-05, Soccer Uniforms
SECTION C: Vendor References

The following information is required from all firms so all statements of qualification may be reviewed and properly evaluated:

COMPANY NAME: Challenger Teamwear

NUMBER OF YEARS IN BUSINESS: 13 HOW LONG IN PRESENT LOCATION: 8

TOTAL NUMBER OF CURRENT EMPLOYEES: 70 FULL TIME 100 PART TIME

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: 2 FULL TIME 4 PART TIME

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

1. City of Tallahassee

COMPANY NAME

Tallahassee FL 32301

CITY, STATE, ZIP

Brian Smalt

CONTACT PERSON

850 891 3837

TELEPHONE

850 891 3850

FAX NUMBER

Smalt@talgov.com

E-MAIL ADDRESS

2. City of Batesville

COMPANY NAME

Batesville AR 72501

CITY, STATE, ZIP

Tell Owens

CONTACT PERSON

870 698 2427

TELEPHONE

870 698 2527

FAX NUMBER

YouthSports@cityofbatesville.com

E-MAIL ADDRESS

3. City of Apopka

COMPANY NAME

Apopka FL 32703

CITY, STATE, ZIP

Dariko Bocevski

CONTACT PERSON

407 703 1784

TELEPHONE

407 703 1783

FAX NUMBER

dbocevski@apopka.net

E-MAIL ADDRESS

4. Oxford Park Commission

COMPANY NAME

Oxford MS 38635

CITY, STATE, ZIP

Jared Barkley

CONTACT PERSON

662 232 2378

TELEPHONE

662 232 2380

FAX NUMBER

Jared@oxfordparkcommission.com

E-MAIL ADDRESS

City of Fayetteville
RFP 15-05, Soccer Uniforms
SECTION D: Signature Submittal

1. DISCLOSURE INFORMATION

Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Proposer response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

✓ 1) NO KNOWN RELATIONSHIP EXISTS

_____ 2) RELATIONSHIP EXISTS (Please explain): _____

I certify that; as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

2. PRIMARY CONTACT INFORMATION

At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.**

Corporate Name of Firm: Challenger Teamwear

Primary Contact: Greg Knight Title of Primary Contact: Central USA Director

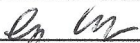
Phone#1 (cell preferred): 866 243 5862 Phone#2: 813 546 7340

E-Mail Address: gknight@challengerteamwear.com

3. ACKNOWLEDGEMENT OF ADDENDA

Acknowledge receipt of addenda for this invitation to bid, request for proposal, or request for qualification by signing and dating below. All addendums are hereby made a part of the bid or RFP documents to the same

extent as though it were originally included therein. Proposers/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject vendor to disqualification.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED
N/A	 Greg Knight	5/8/15

4. PRICING:

PROPOSALS SHALL NOT BE FAXED & SHALL BE SIGNED AND SEALED WHEN SUBMITTED

1.) Price Per Uniform (includes shirt, shorts, socks, & screen print): \$ 12.15 (NOT INCLUDING TAX)

Note: An estimate of 1,700 per fall/spring combined season for a total of approximately 3,400 uniforms if the City renews the purchase for the second term.

2.) Processing time from City order to shipment of items: 12-16 Calendar Days for each order

3.) **Do you want samples returned? YES (NO) (circle one)

**If yes, City will send via FedEx and charge Proposer's FedEx number: _____

4.) Price will increase 0 % per uniform for term 2 of this purchase (Fall 2016, Spring 2017)

5.) List the location of manufacturing for the uniform: Vietnam and USA

6.) List the fiber content and place of origin: 100% Polyester, Vietnam and USA

7.) List any environmental, labor, or safety violations filed against your company: _____

8.) Describe environmental best management practices: Please see next page

5. DEBARMENT CERTIFICATION:

As an interested party on this project, you are required to provide debarment/suspension certification indicating in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Environmental Best Management Practices

Our company is an American company started by Ron Matsch who was raised in Rogers, Arkansas and graduated from Arkansas State University. His first job was working for Spaulding Racquetball Clubs nationwide. There, he noticed that, that while there were many options for physical activity for adults, at that time, there was no activity base for youth. So he created a national franchise called Discovery Zone, where children and their parents could get fun activity together. Once this was started, he began Challenger Sports, a soccer based company. He realized that soccer was a sport that all shapes and sizes could participate in and have fun while getting the much needed exercise they needed. In other words, physical fitness for youth has been Ron's top priority. This has led to the basic philosophy of the our company, 'to put smiles on kids faces'.

Challenger Sports and all of its divisions, including Challenger Teamwear is now the largest soccer company in the United States. It includes an in-house print and art department for the production and implementation of logos, sponsors, and numbers. This department also meets OSHA standards. Safety is priority, and in the 35(?) years of operation, no one has been hurt. It employs men and women equally at all skill levels as well as the disabled. We also employ work study students from the surrounding colleges to help them with job training. It is management's policy to help those who may not have had the best opportunities, to learn skills through on-the-job- training to get ahead within the company. Occasionally this has led to losing good employees as they progress in their careers based on what they have learned within the company. But this also allows for opportunities for others.

We use 100% nontoxic dyestuffs. They are 30% more costly than those made in by other companies but well worth the difference in cost since they offer no danger to children touching the surface of the garment and then putting their hand in their mouth.

All of our screen print ink is made in USA and is nontoxic.

Our polyester is made in high tech modern fabric mills using the latest in pollution control and safety standards. Under law, there is no child labor. The National government requires a high school diploma before a person can apply for a job.

Our cardboard uses projects that systematically replant trees to insure no permanent damage to the ecology.

Our factories are clean, modern, safe and high tech applying the latest equipment to insure that state of the art equipment and methods are used to produce quality merchandise.

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Questions regarding this form should be directed to the City of Fayetteville Purchasing Division.

NAME OF COMPANY: Challenger Teamwear

PHYSICAL ADDRESS: 8263 Flint, Lenexa KS 66214

MAILING ADDRESS: 8263 Flint, Lenexa KS 66214

PRINTED NAME: Greg Knight

PHONE: 866 243 5862 FAX: 813 837 6722

E-MAIL: gknight @ challengerteamwear.com

SIGNATURE: 

TITLE: Central USA Director DATE: 5/8/15.



City of Fayetteville, Arkansas

Tentative Agenda
113 West Mountain Road, Suite 200
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2015-0280

Agenda Date: 7/7/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 3

HAZMAT SERVICES REVENUE

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT RECOGNIZING HAZMAT SERVICES REVENUE RECEIVED BY THE FIRE DEPARTMENT FROM WASHINGTON COUNTY IN THE AMOUNT OF \$1,726.00 AND INCREASING THE RELATED EXPENSE BUDGET

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

Section 1. That the City Council for the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution and made a part hereof, recognizing hazmat services revenue received by the Fire Department from Washington County in the amount of \$1,726.00 and increasing the related expense budget.

City of Fayetteville Staff Review Form

2015-0280

Legistar File ID

7/7/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

David Dayringer

6/9/2015

Fire /
Fire Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a budget adjustment in the amount of \$1,726.00 to recognize Hazmat Services Revenue received from Washington County and increase related expense budget.

Budget Impact:

1010.3040.5218.01		General Fund--Hazmat Equipment	
Account Number		Fund	
Project Number		Project Title	
Budgeted Item?	Yes	Current Budget	\$ 28,425.00
		Funds Obligated	\$ 2,415.28
		Current Balance	\$ 26,009.72
Does item have a cost?	No	Item Cost	\$ -
Budget Adjustment Attached?	Yes	Budget Adjustment	\$ 1,726.00
		Remaining Budget	\$ 27,735.72

V20140610

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF JULY 7, 2015

TO: Mayor and City Council
FROM: David Dayringer, Fire Chief
DATE: June 9, 2015

SUBJECT: Approval of a budget adjustment in the amount of \$1,726.00 to recognize Hazmat Services Revenue received from Washington County and increase related expense budget.

RECOMMENDATION:

Approval of a budget adjustment in the amount of \$1,726.00 to recognize Hazmat Services Revenue received from Washington County and increase related expense budget.

DISCUSSION:

The City of Fayetteville has received \$1,726.00 of Hazmat Services Revenue from Washington County. The Fire Department will utilize the revenue to recover personnel and material costs for the hazmat incident. It will also be utilized to cover expenses for training and related expenses. These purchases are vital to the efficient and effective operation of the Hazmat Response Operations of the Fire Department.

BUDGET/STAFF IMPACT:

Increase expenses to correspond with hazmat services revenue received.

Attachments:

Budget Adjustment for Hazmat Revenue

Tentative Agenda
Page 29 of 430

[illegible]



City of Fayetteville, Arkansas

Tentative Agenda
113 West Mountain Parkway, Suite 300 of 430
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2015-0287

Agenda Date: 7/7/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 4

EVANS CONSTRUCTION AND REMODELING, LLC

A RESOLUTION TO AUTHORIZE A CONTRACT WITH EVANS CONSTRUCTION AND REMODELING, LLC IN THE AMOUNT OF \$24,855.00 FOR COMMUNITY DEVELOPMENT BLOCK GRANT REHABILITATION OF AN ELIGIBLE RESIDENCE LOCATED AT 3295 W. OLD FARMINGTON ROAD

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 a contract with Evans Construction and Remodeling, LLC in the amount of \$24,855.00 for Community Development Block Grant rehabilitation of an eligible residence located at 3295 W. Old Farmington Road.

City of Fayetteville Staff Review Form

2015-0287

Legistar File ID

7/7/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Yolanda Fields

6/19/2015

Community Resources /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of the purchase order for moderate rehabilitation at 3295 W. Old Farmington Rd. as part of the CDBG Housing program.

Budget Impact:

2180.4940.5315.00

CDBG Housing

Account Number

Fund

62123-1506

3295 W. Old Farmington Rd.

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 597,818.00

Funds Obligated \$ 8,310.00

Current Balance \$ 589,508.00

Does item have a cost? Yes

Item Cost \$ 24,855.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 564,653.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF JULY 7, 2015

TO: Mayor and City Council

THRU: Jeremy Pate, Dir. Development Services

FROM: Yolanda Fields, Community Resources Director 

DATE: June 10, 2015

SUBJECT: Approval of Purchase Order for the Community Resources Division

RECOMMENDATION:

Staff recommends approval of the attached purchase order for the housing project located at 3295 W. Old Farmington Rd.

BACKGROUND:

Community Resources would like to spend \$24,855 to complete a housing project located at 3295 W. Old Farmington Rd.

DISCUSSION:

A Fayetteville homeowner applied for a housing rehabilitation project for their home at 3295 W. Old Farmington Rd. After verifying that the homeowner qualified for the program by being within the low and moderate income population, Community Resources conducted an environmental review of the property, performed an assessment of the property, and completed a dwelling assessment on the property. The housing structure was deemed stable, livable, and eligible for rehabilitation.

In May 2015, the bid for the rehab project was advertised in the local newspaper and emails were sent out to contractors with the bid packet attached.

Only one contractor, Evans Construction & Remodeling, placed a bid on the project. Evans' bid came in at \$24,855 which does fall under the \$24,999.99 limit for housing rehabilitation projects.

BUDGET/STAFF IMPACT:

Project cost is \$24,855

Attachments:

Purchase Order
Bid Invitation Packet
Receipt of Bids and Bids

City of Fayetteville - Purchase Order Request (PO)

(Not a Purchase Order)

All PO Requests shall be scanned to the Purchasing e-mail: Purchasing@fayetteville-ar.gov.
Purchase shall not be made until an actual PO has been issued.

Vendor #:		19403		Vendor Name:		Evans Construction & Remodeling LLC		Requisition No.:		Date:	
Address:		1123 Crutcher St.		City:		Springdale		State:		AR	
Requester:		Cherrell Lee		Description		3295		Quantity		1	
Item		1		Moderate Rehabilitation at W. Old Farmington Rd.		Unit Cost		24,855.00		Extended Cost	
2										\$0.00	
3										\$0.00	
4										\$0.00	
5										\$0.00	
6										\$0.00	
7										\$0.00	
8										\$0.00	
9										\$0.00	
10										\$0.00	
*				Shipping/Handling				Lot		\$0.00	
Special Instructions:											
Subtotal: <u>\$24,855.00</u> Tax: <u></u> Total: <u>\$24,855.00</u>											

Approvals:

Mayor: _____ Department Director: _____ Purchasing Manager: _____
 Chief Financial Officer: _____ Budget Director: _____ IT Director: _____
 Dispatch Manager: _____ Utilities Manager: _____ Other: _____

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

RECEIPT OF BIDS

OWNER(S): Francisco Rojas

ADDRESS: 3295 W. Old Farmington Rd. PROJECT No: 62123-1506

PROJECT TITLE: Moderate Rehabilitation of a Residential Building

BID CLOSING DAY/DATE/TIME: June 1, 2015, 4:00 P.M.

CONTRACTOR: Evans Construction + Remodeling BID AMOUNT: \$ 24,855

CONTRACTOR: _____ BID AMOUNT: _____

CONTRACTOR: _____ BID AMOUNT: _____

CONTRACTOR: _____ BID AMOUNT: _____

CONTRACTOR: _____ BID AMOUNT: _____

Certified by: [Signature] Date: 1 June 2015

Witness: [Signature] Date: 6/1/2015

Highland Home Builder, Inc.

Bruce Kerr 479-903-0966

Community Resources Spec writer

brucegkerr@netzero.com

Community Resources Division



MODERATE HOUSING REHABILITATION PROJECT

Scope of Project: Replace heating and air equipment. Replace windows and some doors. Electrical and plumbing repairs. New flooring. Add insulation as needed. Paint and trim repairs.

Owner's Name: Francisco Rojas

Phone: 479-422-0924

Project Location: 3295 W Old Farmington Rd, Fayetteville AR

Project #62123-1506

Community Resources Administrator: Kyle Belt Phone: 479-575-8240 Fax: 479-444-3445

Contractors Description of Work:

Minimum requirements for bidder: Proof of current Arkansas Residential Contractor's license (or Commercial Contractor's license if required by law) which is provided by the State of Arkansas Contractors Licensing Board, Certificate of Liability Insurance, and a statement of Completion of EPA/HUD Approved Lead Safety Training if applicable.

GENERAL:

The contractor will be responsible for all aspects of the construction, installation, repairs, and cleanup as stated in the Scope of Work and Specifics at the project location stated above. Each bidder will be responsible for a complete inspection of the property at the project location before submitting bid. Give occupant 24 hour notice before inspection. All the distances, measurements, procedures, and listed materials should be verified before submitting your bid to complete the work. The requirements listed here, in the description of work, are general requirements and it will be the responsibility of the winning bidder to assure the City of Fayetteville that the finished project is in compliance with all applicable codes and standards and achieves the goal of raising the efficiency of the building.

The contractor's duties and responsibilities include, but are not limited to, the following:

- 1) Purchasing of all materials.
- 2) Supervision of all employees and subcontractors.
- 3) Coordination with the City of Fayetteville Community Resources Administrator, the City of Fayetteville Code Compliance Office and owners.
- 4) Project design.
- 5) Clean up and restoration of all lawns, planters, walking and driving surfaces to their original condition.
- 6) Keep job site safe for others and practice safe working practices as required.

SPECIFICS:

A: WINDOWS AND DOORS

- A - 1 Remove all the single pane windows and storm windows from the home.
- A - 2 Install new single hung vinyl windows in the bathrooms and in the laundry room that are Energy Star rated with Low-e. The laundry room window contains lead paint. Use lead safe procedures when removing and dispose properly.
- A - 3 Except for the larger window in the front left bedroom, install in all other bedroom windows vinyl casement windows that meet egress and are Energy Star rated with Low-e.
- A - 4 Install vinyl slider windows in the bedroom window that was excluded in A-3 above and in the living room. The windows should be Energy Star Rated with Low-e.
- A - 5 Caulk all necessary areas around all windows to seal from water and air infiltration.
- A - 6 Remove and replace the rear slider door with a new vinyl sliding door that is Energy Star rated.
- A - 7 Replace the existing front door to a 36 inch wide left hand steel door. The opening will have to have the framing modified to accept the larger door and the vinyl siding on the exterior repaired.

B: TRIM AND PAINT

- B - 1 Replace or add trim if necessary around the new windows and doors.
- B - 2 Make any drywall repairs needed around the new windows and doors.
- B - 3 Paint all trim added to the job. Use paint that matches the existing work as close as possible.
- B - 4 The interior door to the laundry room and the laundry room window has tested positive for lead paint. Repaint the door, jamb, and trim around door and trim left around the window (if any) to cover the lead paint. (See the lead report)

C: INSULATION

- C - 1 Add attic insulation in the attic to bring the R factor to 38 or greater.
- C - 2 Add floor insulation between the floor joist that is R19 in any areas that are not already insulated. Support insulation.
- C - 3 Install vapor barrier. If vapor barrier is present, add any or replace any missing or damaged vapor barrier to the crawlspace.

D: ELECTRICAL

- D - 1 Add or repair fire alarms as needed to meet code.
- D - 2 Add any missing covers to all electrical switches or plugs and any cable outlets.
- D - 3 Add a GFCI outlet in the back master bathroom where there is no outlet now. You will need to add one a new one.
- D - 4 Change out two of the outlets in the kitchen to GFCI outlets and one in the hall bathroom.
- D - 5 Repair the living room light and the hall light so they work. Replace fixtures if necessary.

E: FLOORING

- E – 1 Remove all the vinyl flooring and prepare the floors for new vinyl flooring.
- E – 2 Install a vinyl plank strip flooring according to manufacturer instructions. Have the color and pattern approved by the homeowner. Use a product such as the Smartcore flooring available at Lowes or a similar product.
- E – 3 Install all needed transition pieces needed for a finished look.

F: HVAC

- F – 1 Remove the old heating and air unit and outdoor condenser.
- F – 2 Install a new 90 plus efficient natural gas unit with air conditioning. Unit must be Energy Star rated. Install a new thermostat and provide the homeowner with instructions as to its use.
- F – 3 Attach new equipment to existing ductwork. Check that all the ductwork is in good condition and insulated properly and make repairs as needed. Seal any apparent air leaks in the ductwork around the unit or return air.
- F – 4 Provide the proper exhaust venting for the new unit as needed and provide fresh air to the unit as required by code.
- F – 5 Add any missing vent covers inside the home.

G: CLEANUP

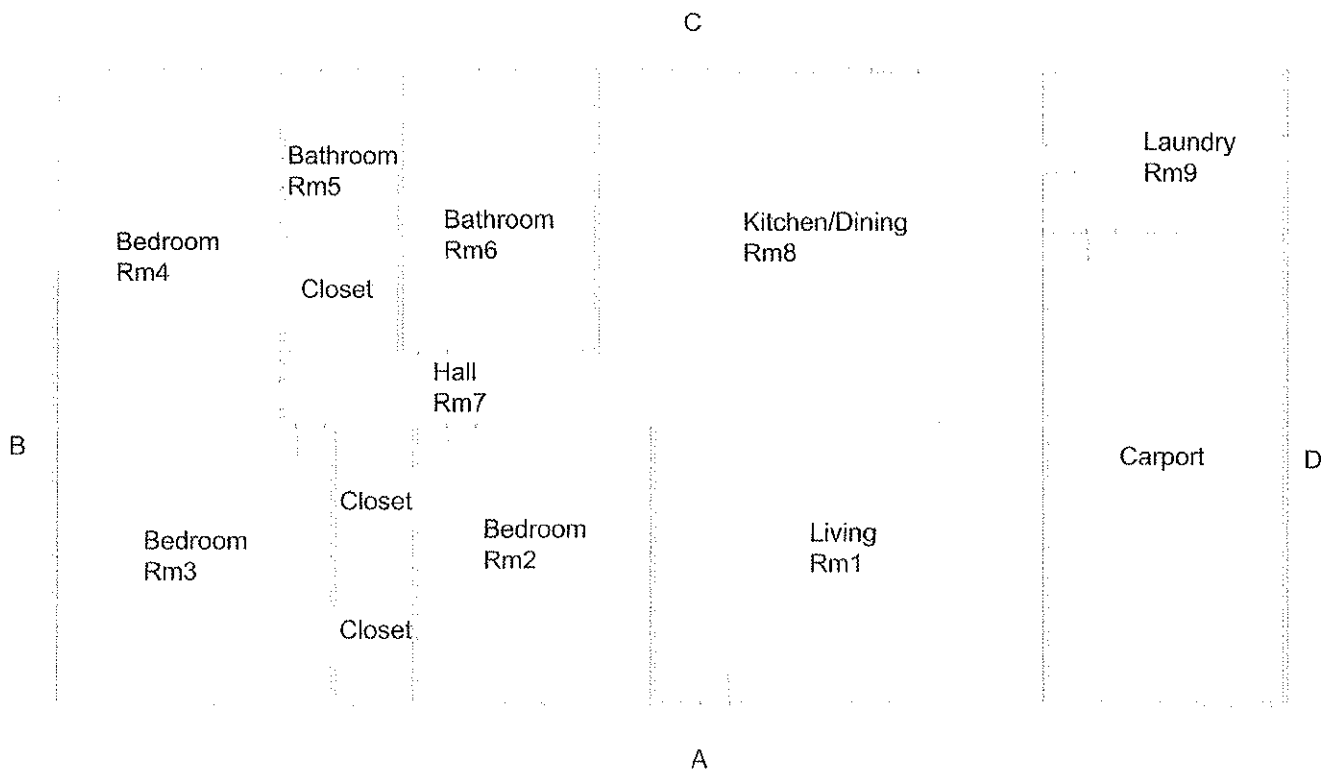
- G - 1 All new, used, and excess construction materials that relate to the job or a change order(s) belongs to the contractor and can be removed from the property by the contractor as needed during the project and shall be removed at completion.
- G - 2 All trash shall be hauled off by contractor and preferably recycled if possible.
- G - 3 All affected areas shall be left broom clean.
- G - 4 If lead paint is present, cleanup will be compliant with EPA/HUD Approved Lead Safety standards.

H: OTHER

- H - 1 All work or materials which are not directly noted in the Scope of Work and Specifics, but are necessary for the proper carrying out of the obvious intentions thereof, are to be understood as implied work and will be provided for by the contractor as if specifically described or drawn.

- H - 2 All work shall be performed in a workmanlike manner according to common construction practices, according to the specifications set forth in the Community Resources Program's General Specification Manual, and with adherence to city, state, and national codes.
- H - 3 Any damage to the dwelling or property caused by the contractor, his/her worker(s) or delivery person, and/or their vehicles during the project shall be repaired to like new conditions.
- H - 4 Where applicable, all plumbing work shall be performed by a Arkansas State licensed plumbing contractor with adherence to the current Arkansas Plumbing Code.
- H - 5 Where applicable, all electrical work shall be performed by a Arkansas State licensed electrical contractor with adherence to the current National Electrical Code.
- H - 6 Where applicable, all HVAC work shall be performed under the supervision of a licensed HVAC contractor with adherence to all codes.

3295 West Old Farmington Road
Fayetteville, AR



SUMMARY REPORT OF LEAD PAINT INSPECTION FOR: Mr. Kyle Richard Belt

Inspection Date: 02/13/15 3295 West Old Farmington Road
 Report Date: 2/17/2015 Fayetteville, Arkansas
 Abatement Level: 1.0
 Report No. S#02605 - 02/13/15 10:41
 Total Readings: 136 Actionable: 3
 Job Started: 02/13/15 10:41
 Job Finished: 02/13/15 11:53

Reading					Paint			Lead	Mode
No.	Wall	Structure	Location	Member	Cond	Substrate	Color	(mg/cm²)	
Interior Room 009 Laundry									
126	B	Door	Rgt	Lft jamb	I	Wood	White	1.0	QM
123	D	Window	Ctr	Rgt jamb	I	Wood	White	1.9	QM
124	D	Window	Ctr	Lft jamb	I	Wood	White	1.3	QM
Calibration Readings									
----- End of Readings -----									



STANDARD BID PROPOSAL FORM

PROJECT NUMBER: 62123-1506

DATE ISSUED: 05-17-2015

DATE AND TIME OF OPENING: Monday, 4:00 pm, June 1, 2015

OWNER'S NAME: City of Fayetteville

PROJECT ADDRESS: 3295 W. Old Farmington Rd., Fayetteville, AR 72704

ATTENTION

The City has the right to select which of the items listed below will be completed based on the amount of funds available.

*In blanks below please quote price for each item and the total for project at the bottom.

A) Windows & Doors:

4,185

B) Trim & Paint:

500

C) Insulation:

1,720

D) Electrical:

1,450

E) Flooring:

6,625

F) HVAC:

8,825

G) Cleanup:

550

H) Other:

1,000

MY TOTAL BID PRICE FOR THIS PROJECT IS \$ 24,855

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.

Complete Business Address: _____

Name of Firm: Evans Construction & Remodel Phone # _____

Residential Contractor's License number 0204640515

Street address or P.O. Box 1123 Crutcher St

City / State / Zip Code Springdale AR 72764

Printed Name: Randall C Evans

Signature: Randall C Evans Title: President

CITY OF FAYETTEVILLE

**113 W. Mountain St.
Fayetteville, AR 72701**

INVITATION TO BID

Bid# 62123-1506

**Community Resources Division
(479) 575-8240**

BID#: 62123-1506

DATE ISSUED: 05-17-2015

DATE & TIME OF OPENING: Monday, June 1, 2015 4:00pm

CONTACT: Kyle Belt—(479) 575-8240

INVITATION TO BID

DATE ISSUED: May 17, 2015

RECEIPT OF BIDS: Monday, 4:00 pm, June 1, 2015
Community Resources Division
125 West Mountain Street
Fayetteville, AR 72701

COMMUNITY RESOURCES ADMINISTRATOR:
Kyle Belt
Community Resources Administrator
113 West Mountain Street
Fayetteville, Arkansas 72701
Phone (479) 575-8240

BRIEF SCOPE OF PROJECT: Replace heating and air equipment. Replace windows and some doors. Electrical and plumbing replairs. New flooring. Add insulation as needed. Paint and trim repairs.

PROJECT NUMBER: 62123-1506

PROJECT LOCATION: 3295 W. Old Farmington Rd., Fayetteville, AR 72704

CITY OF FAYETTEVILLE: The City of Fayetteville encourages participation of small, minority and women owned business enterprises in the procurements of goods, services, and construction, either as a general contractor or subcontractor. The City is an affirmative action / equal opportunity employer. Section 55.55 prohibits discrimination against qualified individuals because of their handicapped status.

GENERAL: A copy of the Specifications is available at the Community Resources Division's office.

******* Attention! New Requirements! *******

- New permitting requirements, please see attached
- Any bid of \$20,000 or over must be accompanied by a certified check or bid bond in an amount not less than five percent (5%) of the amount bid.
- A one hundred percent (100%) performance and payment bond is required with a contract awarded amount of over \$20,000 and filed with the Washington County Circuit Clerk.
- A State of Arkansas Residential Contractor's License is required for ALL bids.

SPECIAL TERMS AND CONDITIONS

1. All bids shall be submitted in a sealed envelope and must be submitted on forms provided by the city. No employees of the Community Resources Division are allowed to fill out bid sheets for Contractors.
2. The company or contractor name and project # shall be stated on the face of the sealed bid envelope.
3. Bidders shall include all applicable local, state, and federal sales tax in the bid. The responsibility of payment shall remain with the successful bidder.
4. Prices shall include all labor, materials, profit, insurance, etc., to cover the furnishing of the items of the bid.
5. Bids received after the date and time set for receiving bids will not be considered.
6. The Owner reserves the right to accept or reject any and all bids, waive formalities in the bidding and make a bid award deemed to be in the best interest of the Owner. The Owner shall be able to purchase more or less than the quantity indicated subject to availability of funds.
7. The bid price shall remain good and firm for a period of thirty (30) calendar days from bid opening date; however, the prices may remain firm for a longer period of time if mutually agreeable between bidder and the Owner.
8. All products delivered shall comply with applicable standards of quality.
9. Any exceptions to the requirements of the City of Fayetteville must be noted on the Bid Form or on an attached form.
10. In the event of two or more identical low bids, the contract may be awarded arbitrarily or for any reason to any such bidders, at the discretion of the Owner.
- 11. The Contractor is to supply the City with evidence of the following:**
 - 1) Current and valid Certificate of Liability Insurance that includes coverage for**
 - a) Workman's Compensation and Employer Liability in accordance with the laws of the State of Arkansas, b) Commercial General Liability that covers public liability and property damage and c) Automobile Liability, if applicable. All premiums and costs shall be paid by the Contractor. In no way will the Owner be responsible in case of accident.**

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

2) Current and valid license from the State of Arkansas Contractors Licensing Board.

3) EPA/HUD Approved Lead Safety Training Program certification.

12. Specifications furnished with this invitation are intended to establish a desired quality or performance level, or other minimum dimensions and capacities, which will provide the best product at the lowest possible price. Other than designated brands and/or models approved as equal to designated products shall receive equal consideration.
13. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
14. Quality, time and probability of performance may be factors in making an award.
15. Any ambiguity in any bid as a result of omission, error, lack of clarity or non-compliance by the bidder with specifications, instructions, and all conditions of bidding shall be construed in the light most favorable to the Owner.
16. Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder.
17. The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation of bid.
18. Bids must be hand delivered or received by mail in the Community Resources Office, 125 West Mountain St. Fayetteville, and AR. 72701, on or before the time of closing listed on the Bid Form. Under no circumstances will faxed bids be allowed.
19. The successful bidder will be required to enter into a contract with the Owner and shall provide a certificate of insurance to the Community Resources Division within ten (10) days of notice of bid award.
20. In the event a contract is entered into pursuant to the "Invitation to Bid", the bidder shall not discriminate against any qualified employee or qualified applicant for employment because of race, sex, color, creed, national origin, or ancestry. The bidder must include in any and all subcontracts a provision similar to the above.
21. The contractor must be prepared to commence work on start date per Notice to Proceed issued by the City Community Resources Division, and must complete the work within Thirty (30) calendar days. Exceptions as noted in the Rehabilitation Contract.
22. A Maximum of three payments may be made on each Housing Rehabilitation Project. Upon satisfactory completion of 40% of the work and submission of proper documentation, 30% of the contract amount may be released to the contractor with 10% being held as retainer. Upon satisfactory completion of 70% of the work and submission of proper documentation, 60% of

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

the contract amount may be released to the contractor with 10% being held as retainer. Final payment shall be made after satisfactory completion and acceptance of the project. Retainers shall be released with the final payment.

23. A certificate of final inspection by the City of Fayetteville's Building Safety Division must be performed before the release of the final check.
24. Any construction material containing Lead-Based Paint (LBP) shall be removed by workers certified in LBP Interim Controls and with adherence to the current HUD Regulation on LBP Hazards.

Residential Permit Application and Plan Review Requirements

The following shall be the submittal requirements:

- **Completion of the Master Permit application and review before any work starts.**
- **“CDBG” will be entered in the Description of Work field.**
- **Specification sheets will be submitted with the application.**
- **CDBG fee waiver sheet for the application process. (Provided by CDBG Staff)**
- **A site plan of the property drawn to scale will be submitted according to permitting procedures.**
- **A floor plan drawn to scale will be submitted indicating where changes to the structure are to occur. This can be done in two parts as before and after with 8 ½ x 11 plans.**
- **The Master permit must be issued before any other permit may be applied for.**

MODERATE HOUSING REHABILITATION PROJECT

Scope of Project: Replace heating and air equipment. Replace windows and some doors. Electrical and plumbing replairs. New flooring. Add insulation as needed. Paint and trim repairs.

Owner's Name: Francisco Rojas

Phone: 479-422-0924

Project Location: 3295 W Old Farmington Rd, Fayetteville AR

Project #62123-1506

Community Resources Administrator: Kyle Belt Phone: 479-575-8240 Fax: 479-444-3445

Contractors Description of Work:

Minimum requirements for bidder: Proof of current Arkansas Residential Contractor's license (or Commercial Contractor's license if required by law) which is provided by the State of Arkansas Contractors Licensing Board, Certificate of Liability Insurance, and a statement of Completion of EPA/HUD Approved Lead Safety Training if applicable.

GENERAL:

The contractor will be responsible for all aspects of the construction, installation, repairs, and cleanup as stated in the Scope of Work and Specifics at the project location stated above. Each bidder will be responsible for a complete inspection of the property at the project location before submitting bid. Give occupant 24 hour notice before inspection. All the distances, measurements, procedures, and listed materials should be verified before submitting your bid to complete the work. The requirements listed here, in the description of work, are general requirements and it will be the responsibility of the winning bidder to assure the City of Fayetteville that the finished project is in compliance with all applicable codes and standards and achieves the goal of raising the efficiency of the building.

The contractor's duties and responsibilities include, but are not limited to, the following:

- 1) Purchasing of all materials.
- 2) Supervision of all employees and subcontractors.
- 3) Coordination with the City of Fayetteville Community Resources Administrator, the City of Fayetteville Code Compliance Office and owners.
- 4) Project design.
- 5) Clean up and restoration of all lawns, planters, walking and driving surfaces to their original condition.
- 6) Keep job site safe for others and practice safe working practices as required.

A: WINDOWS AND DOORS

- A - 1 Remove all the single pane windows and storm windows from the home.
- A - 2 Install new single hung vinyl windows in the bathrooms and in the laundry room that are Energy Star rated with Low-e. The laundry room window contains lead paint. Use lead safe procedures when removing and dispose properly.
- A - 3 Except for the larger window in the front left bedroom, install in all other bedroom windows vinyl casement windows that meet egress and are Energy Star rated with Low-e.
- A - 4 Install vinyl slider windows in the bedroom window that was excluded in A-3 above and in the living room. The windows should be Energy Star Rated with Low-e.
- A - 5 Caulk all necessary areas around all windows to seal from water and air infiltration.
- A - 6 Remove and replace the rear slider door with a new vinyl sliding door that is Energy Star rated.
- A - 7 Replace the existing front door to a 36 inch wide left hand steel door. The opening will have to have the framing modified to accept the larger door and the vinyl siding on the exterior repaired.

B: TRIM AND PAINT

- B - 1 Replace or add trim if necessary around the new windows and doors.
- B - 2 Make any drywall repairs needed around the new windows and doors.
- B - 3 Paint all trim added to the job. Use paint that matches the existing work as close as possible.
- B - 4 The interior door to the laundry room and the laundry room window has tested positive for lead paint. Repaint the door, jamb, and trim around door and trim left around the window (if any) to cover the lead paint. (See the lead report)

C: INSULATION

- C - 1 Add attic insulation in the attic to bring the R factor to 38 or greater.
- C - 2 Add floor insulation between the floor joist that is R19 in any areas that are not already insulated. Support insulation.
- C - 3 Install vapor barrier. If vapor barrier is present, add any or replace any missing or damaged vapor barrier to the crawlspace.

D: ELECTRICAL

- D - 1 Add or repair fire alarms as needed to meet code.
- D - 2 Add any missing covers to all electrical switches or plugs and any cable outlets.
- D - 3 Add a GFCI outlet in the back master bathroom where there is no outlet now. You will need to add one a new one.
- D - 4 Change out two of the outlets in the kitchen to GFCI outlets and one in the hall bathroom.
- D - 5 Repair the living room light and the hall light so they work. Replace fixtures if necessary.

E: FLOORING

- E – 1 Remove all the vinyl flooring and prepare the floors for new vinyl flooring.
- E – 2 Install a vinyl plank strip flooring according to manufacturer instructions. Have the color and pattern approved by the homeowner. Use a product such as the Smartcore flooring available at Lowes or a similar product.
- E – 3 Install all needed transition pieces needed for a finished look.

F: HVAC

- F – 1 Remove the old heating and air unit and outdoor condenser.
- F – 2 Install a new 90 plus efficient natural gas unit with air conditioning. Unit must be Energy Star rated. Install a new thermostat and provide the homeowner with instructions as to its use.
- F – 3 Attach new equipment to existing ductwork. Check that all the ductwork is in good condition and insulated properly and make repairs as needed. Seal any apparent air leaks in the ductwork around the unit or return air.
- F – 4 Provide the proper exhaust venting for the new unit as needed and provide fresh air to the unit as required by code.
- F – 5 Add any missing vent covers inside the home.

G: CLEANUP

- G - 1 All new, used, and excess construction materials that relate to the job or a change order(s) belongs to the contractor and can be removed from the property by the contractor as needed during the project and shall be removed at completion.
- G - 2 All trash shall be hauled off by contractor and preferably recycled if possible.
- G - 3 All affected areas shall be left broom clean.
- G - 4 If lead paint is present, cleanup will be compliant with EPA/HUD Approved Lead Safety standards.

H: OTHER

- H - 1 All work or materials which are not directly noted in the Scope of Work and Specifics, but are necessary for the proper carrying out of the obvious intentions thereof, are to be understood as implied work and will be provided for by the contractor as if specifically described or drawn.

- H - 2 All work shall be performed in a workmanlike manner according to common construction practices, according to the specifications set forth in the Community Resources Program's General Specification Manual, and with adherence to city, state, and national codes.
- H - 3 Any damage to the dwelling or property caused by the contractor, his/her worker(s) or delivery person, and/or their vehicles during the project shall be repaired to like new conditions.
- H - 4 Where applicable, all plumbing work shall be performed by a Arkansas State licensed plumbing contractor with adherence to the current Arkansas Plumbing Code.
- H - 5 Where applicable, all electrical work shall be performed by a Arkansas State licensed electrical contractor with adherence to the current National Electrical Code.
- H - 6 Where applicable, all HVAC work shall be performed under the supervision of a licensed HVAC contractor with adherence to all codes.

LEAD TECHNOLOGIES

*1922 Sunnyland Road
Mountain View, Arkansas 72560*

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February 25, 2015

Mr. Kyle Belt
City of Fayetteville
Community Development Division
113 West Mountain Street
Fayetteville, Arkansas 72701

Dear Mr. Belt,

This is a report of the lead-based paint inspection conducted at the residence of Francisco Rojas, 3295 W. Old Farmington Road, Fayetteville, Arkansas. The inspection was conducted on February 13, 2015. The purpose of the inspection was to determine if lead-based paint was present at or above the Department of Housing and Urban Development's (HUD) regulated level of 1.0 mg/cm². Lead-based paint was found on interior of the house in the laundry room on the door and window components. One hundred thirty-six XRF readings were taken with three of the readings at or above the HUD regulated level. Please refer to the summary and sequential report for additional information on specific locations and lead concentrations.

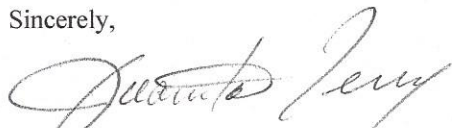
The summary report lists all concentrations that are at or above the HUD regulated level of 1.0 mg/cm². A sequential report lists all XRF readings in the order they were taken. Both reports provide the structure on which the reading was taken, the location, paint condition, substrate, color and concentration. The wall refers to the side of the house (location) that each reading was taken. Example: Exterior wall A is the front entrance side, when looking at the front of the house, then proceed clockwise, wall B being to the left of A and so on. Each room after that is oriented the same, with wall A in the living room being the wall facing the front entrance. Paint condition is classified by intact (good), fair and poor conditions. The mode refers to the sampling method selected for conducting the x-ray fluorescence measurements. A diagram with room identifiers and room numbers is included for reference. The inspection was conducted using the RMD LPA-1 x-ray fluorescence analyzer (XRF), serial number 2605. The XRF was operated in the quick mode for the quantitative measurement of lead in paint.

Frank Terry of Lead Technologies conducted the lead paint inspection. Mr. Terry is an Arkansas certified lead paint inspector (000327) and a certified risk assessor (000328). Lead Technologies is an Arkansas licensed lead paint consultant (000606).

According to HUD and EPA regulations a disclosure statement must be provided to the property owner and any new lessees (tenants) and purchasers of this property prior to becoming obligated under a lease or sales contract. A copy of this report must be made available to the occupants within 15 days. A lead-based paint disclosure is included with this letter, along with the EPA information pamphlet; "Protect Your Family from Lead in Your Home".

If you have any questions concerning this survey report or need additional assistance, please feel free to call us. We appreciate you selecting Lead Technologies to conduct your lead paint inspection.

Sincerely,



Juanita Terry, Vice President
Lead Technologies


State of Arkansas
Department of Health
Lead Technologies

Is a licensed

Lead Abatement Consultant

having satisfied the requirements necessary to meet the provisions of ARB&ASB&A under TSCA Title II and the Arkansas Board of Health's Rules Pertaining to Lead-based Paint Activities and is hereby certified in the State of Arkansas in the discipline of Lead

License Number: 000606

Issue Date: June 18, 2014

Expiry Date: June 30, 2015

John S. Shaw
Lead-based Paint Program Coordinator


State of Arkansas
Department of Health

000328 Frank Terry

having satisfied the requirements necessary to meet the provisions of ARB&ASB&A under TSCA Title II and the Arkansas Board of Health's Rules Pertaining to Lead-based Paint Activities and is hereby certified in the State of Arkansas in the discipline of Lead

Ark Answer: 6/30/2015

Issue Date: June 18, 2014

John S. Shaw
Lead-based Paint Program Coordinator


State of Arkansas
Department of Health

000325 Juanita Terry

having satisfied the requirements necessary to meet the provisions of ARB&ASB&A under TSCA Title II and the Arkansas Board of Health's Rules Pertaining to Lead-based Paint Activities and is hereby certified in the State of Arkansas in the discipline of Lead

Inspector: 6/30/2015

Issue Date: June 18, 2014

John S. Shaw
Lead-based Paint Program Coordinator


State of Arkansas
Department of Health

000327 Frank Terry

having satisfied the requirements necessary to meet the provisions of ARB&ASB&A under TSCA Title II and the Arkansas Board of Health's Rules Pertaining to Lead-based Paint Activities and is hereby certified in the State of Arkansas in the discipline of Lead

Inspector: 6/30/2015

Issue Date: June 18, 2014

John S. Shaw
Lead-based Paint Program Coordinator


State of Arkansas
Department of Health

000326 Juanita Terry

having satisfied the requirements necessary to meet the provisions of ARB&ASB&A under TSCA Title II and the Arkansas Board of Health's Rules Pertaining to Lead-based Paint Activities and is hereby certified in the State of Arkansas in the discipline of Lead

Ark Answer: 6/30/2015

Issue Date: June 18, 2014

John S. Shaw
Lead-based Paint Program Coordinator

Lead-based Paint Disclosure

“A copy of this summary must be provided to new lessees (tenants) and purchasers of this property under Federal Law (24 CFR Part 35 and 40 CFR Part 745) before they become obligated under a lease or sales contract. The complete report must also be provided to new purchasers and it must be made available to new tenants. Landlords (lessors) and sellers are also required to distribute an educational pamphlet approved by the U.S. Environmental Protection Agency and include standard warning language in their leases or sales contracts to ensure that parents have the information they need to protect their children from lead-based paint hazards.”

LEAD PAINT INSPECTION REPORT

REPORT NUMBER: S#02605 - 02/13/15 10:41

INSPECTION FOR: Mr. Kyle Richard Belt
Community Development Division
113 West Mountain Street
Fayetteville, Arkansas 72701

PERFORMED AT: 3295 West Old Farmington Road
Fayetteville, Arkansas

INSPECTION DATE: 02/13/15

INSTRUMENT TYPE: R M D
MODEL LPA-1
XRF TYPE ANALYZER
Serial Number: 02605

ACTION LEVEL: 1.0 mg/cm²

OPERATOR LICENSE: GL-0142

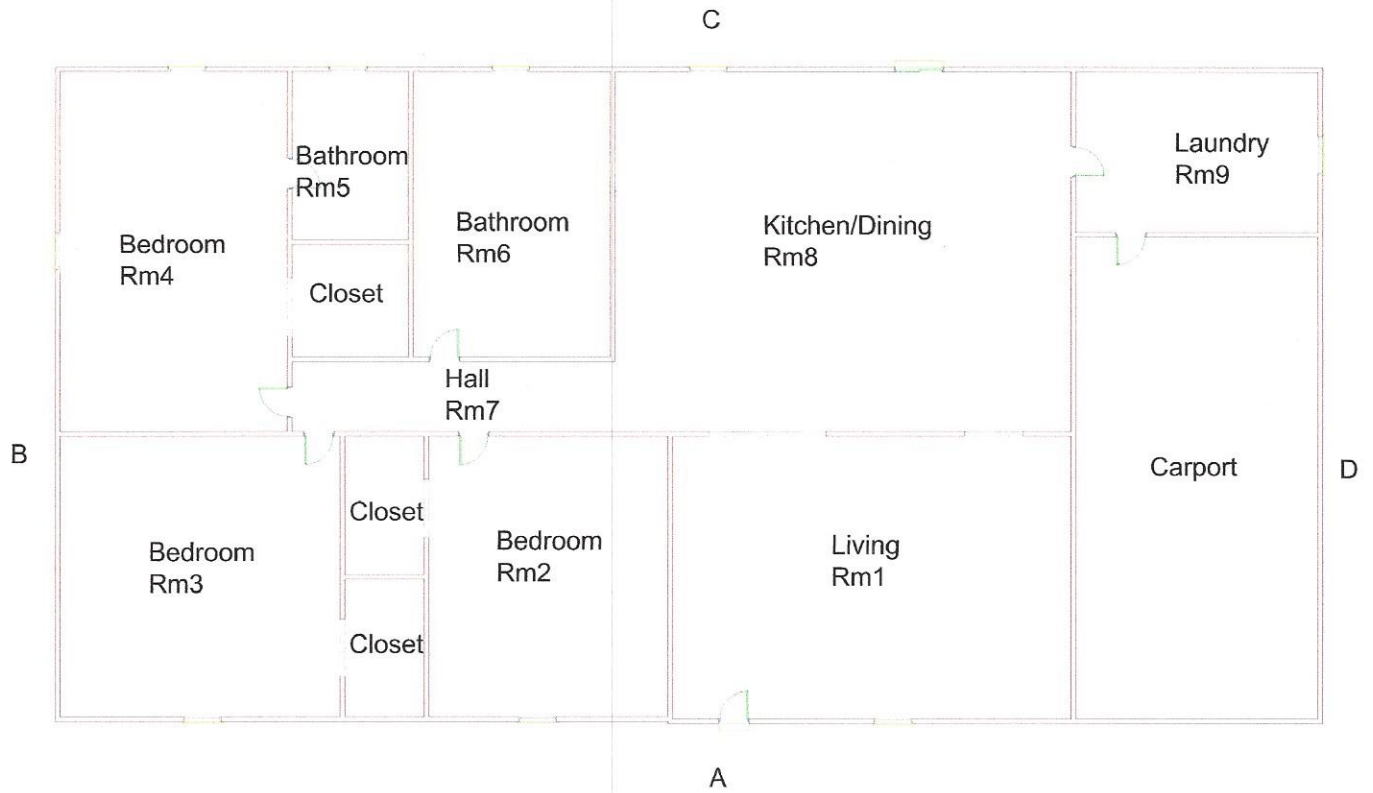
SIGNED: _____



Date: _____

2-17-15

3295 West Old Farmington Road
Fayetteville, AR



SUMMARY REPORT OF LEAD PAINT INSPECTION FOR: Mr. Kyle Richard Belt

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Inspection Date: 02/13/15 3295 West Old Farmington Road
 Report Date: 2/17/2015 Fayetteville, Arkansas
 Abatement Level: 1.0
 Report No. S#02605 - 02/13/15 10:41
 Total Readings: 136 Actionable: 3
 Job Started: 02/13/15 10:41
 Job Finished: 02/13/15 11:53

Reading No.	Wall	Structure	Location	Member	Paint Cond	Substrate	Color	Lead (mg/cm ²)	Mode
Interior Room 009 Laundry									
126	B	Door	Rgt	Lft jamb	I	Wood	White	1.0	QM
123	D	Window	Ctr	Rgt jamb	I	Wood	White	1.9	QM
124	D	Window	Ctr	Lft jamb	I	Wood	White	1.3	QM
Calibration Readings									
----- End of Readings -----									

SEQUENTIAL REPORT OF LEAD PAINT INSPECTION FOR: Mr. Kyle Richard Belt

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Inspection Date: 02/13/15 3295 West Old Farmington Road
Report Date: 2/17/2015 Fayetteville, Arkansas
Abatement Level: 1.0
Report No. S#02605 - 02/13/15 10:41
Total Readings: 136
Job Started: 02/13/15 10:41
Job Finished: 02/13/15 11:53

Read No.	Rm No.	Room Name	Wall	Structure	Location	Member	Paint Cond	Substrate	Color	Lead (mg/cm ²)	Mode
1		CALIBRATION								1.0	TC
2		CALIBRATION								1.1	TC
3		CALIBRATION								1.0	TC
4	001	Exterior	A	Door		Ctr Lft jamb	I	Wood	White	0.4	QM
5	001	Exterior	A	Door		Ctr Rgt jamb	I	Wood	White	0.2	QM
6	001	Exterior	A	Door		Ctr U Lft	I	Wood	Natural	0.0	QM
7	001	Exterior	A	Gutter			I	Metal	White	0.0	QM
8	001	Exterior	A	Down Spout		Ctr	I	Metal	White	0.0	QM
9	001	Exterior	B	Down Spout		Rgt	I	Metal	White	0.1	QM
10	001	Exterior	B	Electric Box		Rgt	I	Metal	White	0.1	QM
11	001	Exterior	D	Down Spout		Rgt	I	Metal	White	0.0	QM
12	001	Exterior	D	Column		Ctr L column	I	Wood	White	0.3	QM
13	001	Living Rm	A	Wall		U Ctr	I	Drywall	Green	0.4	QM
14	001	Living Rm	B	Wall		L Ctr	I	Drywall	Green	0.4	QM
15	001	Living Rm	C	Wall		U Lft	I	Drywall	Green	0.1	QM
16	001	Living Rm	D	Wall		U Ctr	I	Drywall	Green	0.4	QM
17	001	Living Rm	A	Ceiling			I	Drywall	White	0.6	QM
18	001	Living Rm	B	Baseboard		Lft	I	Wood	White	0.1	QM
19	001	Living Rm	B	Crown Mldg		Lft	I	Wood	White	0.3	QM
20	001	Living Rm	A	Door		Rgt Header	I	Wood	White	0.4	QM
21	001	Living Rm	A	Door		Rgt Lft jamb	I	Wood	White	0.2	QM
22	001	Living Rm	A	Door		Rgt U Ctr	I	Wood	Natural	-0.1	QM
23	001	Living Rm	A	Window		Ctr Sill	I	Wood	Natural	0.3	QM
24	001	Living Rm	A	Window		Ctr Apron	I	Wood	Natural	0.4	QM
25	002	Bedroom	A	Window		Ctr Sill	I	Wood	Natural	0.0	QM
26	002	Bedroom	A	Window		Ctr Apron	I	Wood	Natural	0.4	QM
27	002	Bedroom	B	Closet		Ctr Door	I	Wood	Natural	-0.1	QM
28	002	Bedroom	B	Closet		Ctr Door Casing	I	Wood	White	0.4	QM
29	002	Bedroom	B	Closet		Ctr Door Jamb	I	Wood	White	0.4	QM
30	002	Bedroom	A	Baseboard		Rgt	I	Wood	White	0.4	QM
31	002	Bedroom	A	Crown Mldg		Rgt	I	Wood	White	0.3	QM
32	002	Bedroom	B	Shelf		Lft	I	Wood	White	0.2	QM
33	002	Bedroom	C	Door		Lft Rgt casing	P	Wood	White	0.2	QM
34	002	Bedroom	C	Door		Lft Lft jamb	I	Wood	White	0.2	QM
35	002	Bedroom	C	Door		Lft U Rgt	I	Wood	Natural	-0.1	QM
36	002	Bedroom	A	Wall		L Rgt	I	Drywall	Green	0.5	QM
37	002	Bedroom	B	Wall		U Lft	I	Drywall	Green	0.4	QM
38	002	Bedroom	C	Wall		U Ctr	I	Drywall	Green	0.0	QM
39	002	Bedroom	D	Wall		U Lft	I	Drywall	Green	0.4	QM

SEQUENTIAL REPORT OF LEAD PAINT INSPECTION FOR: Mr. Kyle Richard Belt

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Read No.	Rm No.	Room Name	Wall	Structure	Location	Member	Paint Cond	Substrate	Color	Lead (mg/cm²)	Mode
40	002	Bedroom	B	Ceiling			I	Drywall	White	0.4	QM
41	003	Bedroom	C	Ceiling			I	Drywall	White	0.4	QM
42	003	Bedroom	A	Wall	U	Lft	I	Drywall	Green	0.5	QM
43	003	Bedroom	B	Wall	L	Ctr	I	Drywall	Green	0.1	QM
44	003	Bedroom	C	Wall	U	Rgt	I	Drywall	Green	0.4	QM
45	003	Bedroom	D	Wall	L	Lft	I	Drywall	Green	0.0	QM
46	003	Bedroom	D	Closet		Rgt Wall	I	Drywall	White	0.3	QM
47	003	Bedroom	D	Closet		Rgt Shelf	I	Wood	White	0.4	QM
48	003	Bedroom	D	Closet		Rgt Shelf Sup.	I	Wood	White	0.3	QM
49	003	Bedroom	D	Closet		Rgt Door Jamb	I	Wood	White	0.3	QM
50	003	Bedroom	D	Closet		Rgt Door Casing	I	Wood	White	0.4	QM
51	003	Bedroom	D	Closet		Rgt Door	I	Wood	Natural	-0.1	QM
52	003	Bedroom	B	Window		Ctr Sill	I	Wood	Natural	0.2	QM
53	003	Bedroom	B	Window		Ctr Apron	I	Wood	Natural	0.3	QM
54	003	Bedroom	C	Door		Rgt L Lft	I	Wood	Natural	0.2	QM
55	003	Bedroom	C	Door		Rgt Header	I	Wood	White	0.2	QM
56	003	Bedroom	C	Door		Rgt Lft jamb	I	Wood	White	0.1	QM
57	003	Bedroom	A	Baseboard		Ctr	I	Wood	White	0.4	QM
58	003	Bedroom	A	Crown Mldg		Ctr	I	Wood	White	0.5	QM
59	004	Bedroom	D	Door		Rgt Lft casing	I	Wood	White	0.2	QM
60	004	Bedroom	D	Door		Rgt Rgt jamb	I	Wood	White	0.2	QM
61	004	Bedroom	D	Door		Rgt L Ctr	I	Wood	Natural	0.0	QM
62	004	Bedroom	C	Window		Ctr Sill	I	Wood	Natural	0.4	QM
63	004	Bedroom	C	Window		Ctr Apron	I	Wood	Natural	0.4	QM
64	004	Bedroom	D	Closet		Ctr Door	I	Wood	Natural	0.0	QM
65	004	Bedroom	D	Closet		Ctr Door Casing	I	Wood	White	0.3	QM
66	004	Bedroom	D	Closet		Ctr Door Jamb	I	Wood	White	0.4	QM
67	004	Bedroom	D	Closet		Ctr Shelf	I	Wood	White	0.3	QM
68	004	Bedroom	D	Closet		Ctr Shelf Sup.	I	Wood	White	0.4	QM
69	004	Bedroom	D	Closet		Ctr Wall	I	Drywall	White	0.5	QM
70	004	Bedroom	D	Ceiling			I	Drywall	White	0.5	QM
71	004	Bedroom	A	Wall	L	Lft	I	Drywall	Green	0.4	QM
72	004	Bedroom	B	Wall	U	Ctr	I	Drywall	Green	0.6	QM
73	004	Bedroom	C	Wall	L	Rgt	I	Drywall	Green	0.6	QM
74	004	Bedroom	D	Wall	U	Lft	I	Drywall	Green	0.3	QM
75	004	Bedroom	C	Baseboard		Ctr	I	Wood	White	0.4	QM
76	004	Bedroom	C	Crown Mldg		Ctr	I	Wood	White	0.4	QM
77	005	Bathroom	A	Baseboard		Ctr	I	Wood	White	0.0	QM
78	005	Bathroom	A	Crown Mldg		Ctr	I	Wood	White	0.4	QM
79	005	Bathroom	B	Door		Rgt Rgt casing	P	Wood	White	0.1	QM
80	005	Bathroom	B	Door		Rgt Lft jamb	I	Wood	White	0.4	QM
81	005	Bathroom	B	Door		Rgt L Rgt	I	Wood	Natural	0.1	QM
82	005	Bathroom	C	Window		Ctr Sill	I	Wood	Natural	0.1	QM
83	005	Bathroom	C	Window		Ctr Apron	I	Wood	Natural	0.4	QM
84	005	Bathroom	A	Wall	L	Rgt	I	Drywall	Green	0.5	QM
85	005	Bathroom	B	Wall	U	Lft	I	Drywall	Green	0.4	QM
86	005	Bathroom	C	Wall	L	Ctr	I	Drywall	Green	0.4	QM

SEQUENTIAL REPORT OF LEAD PAINT INSPECTION FOR: Mr. Kyle Richard Belt

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Read No.	Rm No.	Room Name	Wall Structure	Location	Member	Paint Cond	Substrate	Color	Lead (mg/cm²)	Mode
87	005	Bathroom	D Wall	U Rgt		I	Drywall	Green	0.5	QM
88	005	Bathroom	A Ceiling			I	Drywall	White	0.6	QM
89	006	Bathroom	B Ceiling			I	Drywall	White	0.6	QM
90	006	Bathroom	A Wall	U Ctr		I	Drywall	Blue	0.4	QM
91	006	Bathroom	B Wall	L Lft		I	Drywall	Blue	0.4	QM
92	006	Bathroom	D Wall	U Rgt		I	Drywall	Blue	0.4	QM
93	006	Bathroom	D Vanity	Rgt		I	Wood	White	0.2	QM
94	006	Bathroom	A Door	Rgt Lft casing		I	Wood	White	0.4	QM
95	006	Bathroom	A Door	Rgt Rgt jamb		I	Wood	White	0.2	QM
96	006	Bathroom	A Door	Rgt U Lft		I	Wood	White	0.0	QM
97	007	Hallway	B Door	Ctr Header		I	Wood	White	0.3	QM
98	007	Hallway	B Door	Ctr Lft jamb		I	Wood	White	0.1	QM
99	007	Hallway	B Door	Ctr U Ctr		I	Wood	Natural	0.0	QM
100	007	Hallway	C Closet	Ctr Door		I	Wood	Natural	-0.1	QM
101	007	Hallway	C Closet	Ctr Door Casing		I	Wood	White	0.2	QM
102	007	Hallway	C Closet	Ctr Door Jamb		I	Wood	White	0.1	QM
103	007	Hallway	C Closet	Ctr Wall		I	Drywall	White	0.5	QM
104	007	Hallway	C Ceiling			I	Drywall	White	0.5	QM
105	007	Hallway	A Wall	L Rgt		I	Drywall	Green	0.4	QM
106	007	Hallway	B Wall	U Lft		I	Drywall	Green	0.5	QM
107	007	Hallway	C Wall	L Lft		I	Drywall	Green	0.5	QM
108	007	Hallway	A Baseboard	Rgt		I	Wood	White	0.3	QM
109	007	Hallway	A Crown Mldg	Rgt		I	Wood	White	0.4	QM
110	008	Kitchen	D Baseboard	Lft		I	Wood	White	0.3	QM
111	008	Kitchen	D Crown Mldg	Lft		I	Wood	White	0.3	QM
112	008	Kitchen	D Door	Lft Header		I	Wood	White	0.4	QM
113	008	Kitchen	D Door	Lft Rgt jamb		I	Wood	White	0.3	QM
114	008	Kitchen	D Door	Lft U Rgt		I	Wood	White	0.3	QM
115	008	Kitchen	C Window	Lft Sill		I	Wood	Natural	0.1	QM
116	008	Kitchen	B Cabinet	Rgt		I	Wood	Natural	0.3	QM
117	008	Kitchen	D Ceiling			I	Drywall	White	0.4	QM
118	008	Kitchen	A Wall	U Lft		I	Drywall	Green	0.4	QM
119	008	Kitchen	C Wall	L Rgt		I	Drywall	White	0.4	QM
120	008	Kitchen	D Wall	U Lft		I	Drywall	White	0.3	QM
121	008	Kitchen	C Threshold	Rgt		P	Wood	White	0.4	QM
122	009	Laundry	D Window	Ctr Rgt casing		I	Wood	White	0.2	QM
123	009	Laundry	D Window	Ctr Rgt jamb		I	Wood	White	1.9	QM
124	009	Laundry	D Window	Ctr Lft jamb		I	Wood	White	1.3	QM
125	009	Laundry	B Door	Rgt Rgt casing		I	Wood	White	0.5	QM
126	009	Laundry	B Door	Rgt Lft jamb		I	Wood	White	1.0	QM
127	009	Laundry	B Door	Rgt L Lft		I	Wood	Natural	0.1	QM
128	009	Laundry	D Baseboard	Ctr		I	Wood	White	0.1	QM
129	009	Laundry	D Crown Mldg	Ctr		I	Wood	White	0.2	QM
130	009	Laundry	A Wall	U Ctr		I	Drywall	Cream	0.3	QM
131	009	Laundry	B Wall	U Rgt		I	Drywall	Cream	0.2	QM
132	009	Laundry	C Wall	U Lft		I	Drywall	Cream	0.4	QM
133	009	Laundry	D Wall	L Ctr		I	Drywall	Cream	0.4	QM

Read No.	Rm No.	Room Name	Wall	Structure	Location	Member	Paint Cond	Substrate	Color	Lead (mg/cm²)	Mode
134		CALIBRATION								0.9	TC
135		CALIBRATION								1.0	TC
136		CALIBRATION								1.0	TC
----- End of Readings -----											

Risk Assessment Summary

Part 1: Identifying Information:

A lead-based paint inspection and a risk assessment were conducted at the residence of Francisco Rojas, 3295 W. Old Farmington Road, Fayetteville, Arkansas. Frank & Juanita Terry, certified inspectors and risk assessors, Arkansas certification numbers 000327 & 000328 and 000325 & 000326, conducted the inspection and risk assessment on February 13, 2015. Lead Technologies is an Arkansas lead-based paint consulting firm; license number 000606.

Part 2: Results:

List of Locations and Type of Identified Lead Hazards:

The exterior walls were covered with siding. The overall condition of the exterior and interior of the house was good.

No deteriorated lead-based paint was identified at the time of this inspection.

Non-deteriorated lead based paint was found on the door and window trim in the laundry room (rm. 9). If the laundry room doors or windows are disturbed during renovations, then lead-safe work practices must be implemented.

Environmental dust wipe samples were collected throughout the house to evaluate the lead in dust concentrations. The lead in dust was below the HUD standard for the floors, window sills and the window troughs. The HUD standards are 40 ug/ft² for the floors, the windowsills are at 250 ug/ft² and the window troughs are set at 400 ug/ft². Using these criteria, the lead in dust is not considered a hazard.

One soil sample was collected at the perimeter of the house on sides A, B, C and D; the soil was mostly covered. The soil lead level was less than 35.7 (ug/g) for the perimeter sample. That level is below the EPA Guidance level for soil. The current EPA Guidance level for soil is 1,200 ug/g for bare soil at building perimeters and yard areas and 400 ug/g for bare soil play areas. Using these criteria, the covered soil is not considered a lead hazard.

Part 3: Lead Hazard Control and Estimated Costs:

A licensed lead-abatement contractor or an EPA RRP certified contracting firm, using certified renovators, as directed in 745.89 shall conduct the lead work. The Contractor shall comply with EPA 40 CFR Part 745 or HUD Lead Safe Housing rule, June 2004.

- a. The Contractor shall post signs clearly defining the work area and warning occupants or other persons not involved in the renovation to remain outside the work areas. The occupants are not permitted to enter the worksite during hazard reduction activities, until after hazard reduction work has been completed and clearance is achieved.
- b. Before beginning the renovation, the firm must isolate the work area so that no dust or debris leaves the work area while the renovation is being performed. In addition, the firm must maintain the integrity of the containment by ensuring that any plastic or other

impermeable materials are not torn or displaced. During all exterior work that will disturb lead-based paint, the windows, doors, ventilation intakes and other openings in or near the worksite (within 20 feet of the renovation) shall be sealed during the hazard control work. For interior work close all windows and doors in the work area, cover with plastic sheeting to confine dust and debris. Cover the ducts opening with plastic sheeting. The firm must ensure that the containment does not interfere with the occupant and worker egress in an emergency.

c. Ensure that doors within the work areas that will be used while the job is performed are covered with plastic that allows workers to pass through while confining the dust and debris.

d. Cover the ground or area with plastic or other disposable impermeable material extending 10 feet beyond the work or a sufficient distance to collect falling debris. If the property line is within 10 feet of the property line, a vertical containment must be erected to prevent the migration of contamination (dust and debris).

e. The work practices listed below are prohibited during renovation:

- 1) Open flame burning or torching of painted surfaces.
- 2) The use of machines through high speed operations such as sanding, grinding, power planing, needle gun, abrasive blasting, or sandblasting unless equipped with HEPA vacuum attachments to collect dust and debris at the point of generation. The machines must be operated so that no visible dust or release of air occurs outside the shroud or containment system.
- 3) Operating a heat gun or painted surfaces is permitted only at temperatures below 1,100 degrees Fahrenheit.

f. All waste must be contained to prevent the release of dust and debris.

g. A thorough cleaning shall be conducted on the exterior and interior of the property. Interiors must be wet wiped and HEPA vacuumed to remove dust, debris and residue.

h. Clearance testing must be conducted at the completion of all rehabilitation work to ensure that any existing lead contamination is removed. If the rehabilitation cost exceeds \$25,000, then a licensed lead-abatement contractor will be required to conduct all the lead work.

Part 4: Summary and Ongoing Monitoring Recommendations: A lead-based paint inspection and risk assessment was conducted on February 13, 2015. No hazards were identified. No deteriorated lead-based paint was found at the time of this inspection, the lead in dust concentrations were below the HUD standard and the lead in soil results were below the EPA recommended levels.

HUD recommends ongoing monitoring of dwellings by reevaluations and visual examinations of all properties containing lead-based paint or lead-based paint hazards. A reevaluation is a risk assessment that includes more limited soil and dust sampling and a detailed visual examination of paint films and any existing lead hazard controls (such as enclosures).

According to the finding of this survey, a reevaluation should be conducted in one year. The reevaluation should be conducted by a certified risk assessor and should include both a visual examination and environmental sampling for lead contaminated dust. A visual survey (by the owner or owner's representative) should be conducted annually and whenever information indicates a possible problem.

According to the HUD regulations, notification of the results of this lead-based paint risk assessment must be provided to the occupants within 15 days of receipt of this report.



Juanita Terry, Certified Risk Assessor
Arkansas certification number 000326

Chapter 5: Risk Assessment

Form 5.0

Resident Questionnaire

(To be completed by risk assessor via interview with resident.)

Children/Children's Habits

1. (a) Do you have any children that live in your home? Yes
(If no children, skip to Question 5)
- (b) If yes, how many? 15, 12, 11, 9
- (c) Record blood lead levels, if known. Unknown
- (d) Are there women of childbearing age present? Yes

Location of the rooms/areas where each child sleeps, eats, and plays.

Name of child	Location of Bedroom	Location of all rooms where child eats	Primary location where child plays indoors	Primary location where child plays outdoors
Cristian Rojas	Back Right	Table	His room	Back yard
Diana Rojas	1 st on left	Table	Her room	Back yard
Emmanuel Rojas	Back Right	Table	His room	Back yard
Mary Ann Rojas	1 st on left	Table	Her room	Back yard

3. Where are toys stored/kept? Their rooms
4. Is there any visible evidence of chewed or peeling paint on the woodwork furniture, or toys. No

Family Use Patterns

5. Which entrances are used most frequently? Front
6. Which windows are opened most frequently? All of them
7. Do you use window air conditioners? If yes, where? No
(Condensation often causes paint deterioration)
8. (a) Do any household members garden? Yes
(b) Location of garden. Back yard
(c) Are you planning any landscaping activities that will remove grass or ground covering? No
9. (a) How often is the household cleaned? Weekly
(b) What cleaning methods do you use? Sweep, mop, vacuum, dust
10. (a) Did you recently complete any building renovations? No
(b) If yes, where? N/A
(c) Was building debris stored in the yard? If yes, where? N/A
11. Are you planning any building renovations? If yes, where? Yes, City of Fayetteville
12. (a) Do any household members work in a lead-related industry? No
(b) If yes, where are dirty work clothes placed and cleaned? N/A

Chapter 5: Risk Assessment

Form 5.1 Building Condition Form

Condition	Yes	No
Roof missing parts of surfaces (tiles, boards, shakes, etc.)		X
Roof has holes or large cracks		X
Gutters or down spouts broken		X
Chimney masonry cracked, bricks loose or missing, obviously out of plumb	N/A	
Exterior or interior walls have obvious large cracks or holes, requiring more than routine pointing (if masonry) or painting		X
Exterior siding has missing boards or shingles		X
Water stains on interior walls or ceilings	X	
Plaster walls or ceilings deteriorated		X
Two or more windows or doors broken, missing, or boarded up	X	
Porch or steps have major elements broken, missing, or boarded up		X
Foundation has major cracks, missing material, structure leans, or visibly unsound		X
* Total number	2	8

* If the Yes column has two or more checks, the dwelling is usually considered to be in poor condition for the purposes of a risk assessment. However specific conditions and extenuating circumstances should be considered before determining the final condition of the dwelling and the appropriateness of a lead hazard screen.

Notes: The exterior of house is in good condition. The house exterior has vinyl siding and a new roof. The interior of the house is in fair to good condition.

Chapter 5: Risk Assessment

Form 5.2 Paint Conditions on Selected Surfaces (Single-Family, Owner-Occupied)

Building component	Location Notes	Paint condition (intact, fair, poor, or not present) to be completed by risk assessor	Deterioration due to friction or impact?	Deterioration due to moisture?	Location of painted component with visible bite marks
Building siding	Vinyl siding				
Exterior trim	Coil stock				
Exterior windows		FAIR	YES	YES	NO
Exterior doors		FAIR	YES	YES	NO
Railings	N/A				
Porch floors	No paint				
Other porch surfaces	N/A				
Interior doors		INTACT	NO	NO	NO
Ceilings		INTACT	NO	YES	NO
Walls		INTACT	YES	NO	NO
Interior windows		FAIR	YES	YES	NO
Interior floors	No paint	FAIR	YES	NO	NO
Interior trim		INTACT	YES	NO	NO
Stairways		N/A			
Radiator		N/A			
Kitchen cabinets		INTACT	NO	NO	NO
Bathroom cabinets		N/A			
Other surfaces					

If the overall condition of a component is similar throughout a dwelling, that condition should be recorded. If a component in a couple of locations is in poor condition, but the overall condition is good or fair, the specific sites of the badly deteriorated paint should be noted. The specific locations of any component with bite marks should be recorded.

Chapter 5: Risk Assessment

Form 5.3 Field Sampling Form for Dust (Single-Surface Sampling)

Name of risk assessor: Juanita Terry
Name of property owner: Francisco Rojas
Property address: 3295 W. Old Farmington, Fayetteville, Arkansas

Dwelling selection protocol: x All dwellings Targeted Worst case Random

Target dwelling criteria (check all that apply)

- Code violations
 Judged to be in poor condition
 Presence of two or more children between ages of 6 months and 6 years
 Serves as day-care facility
 Recently prepared for re-occupancy

Sample number	Room (record name of room used by the owner or resident)	Surface type (circle the type) Wood	Is surface smooth and cleanable?	Dimensions of sample area (inches x inches)	Area (ft ²)	Result of lab analysis (µg/ft ²)
2/13/2015 W1	Living Room	Floor	Yes	12x12	1.00	<10.0
W2	Living Room	Window sill	Yes	30x4.75	0.990	<10.1
W3	Kitchen	Floor	Yes	12x12	1.00	<10.0
W4	Kitchen	Window sill	Yes	30.5x3.25	0.688	38.1
W5	Bedroom (rm. 2)	Floor	Yes	12x12	1.00	<10.0
W6	Bedroom (rm.4)	Window sill	Yes	3.5x31	0.753	<13.3
W7 **	Bedroom (rm.3)	Floor	Yes	12x12	1.00	<10.0

**Blind blank

¹ Measure to the nearest 1/8 inch.

HUD standards: 40 µg/ft² (floors), 250 µg/ft² (interior window sills), 400 µg/ft² (window troughs)

Total number of samples on this page 7

Page 4 of 5

Date of sample collection: 2/13/2015

Date shipped to lab: 2/17/2015

Shipped by: Juanita Terry Received by: See laboratory chain of custody form

Chapter 5: Risk Assessment

Form 5.4 Field Sampling Form for Soil (Composite Sampling Only)

Name of risk assessor: Juanita Terry

Name of property owner: Francisco Rojas

Property address: 3295 W. Old Farmington, Fayetteville, Arkansas

Sample number	Location	Bare or covered	Lab result (µg/g)
<u>2/13/15S1</u>	Building perimeter sides A, B, C, D	Mostly covered	35.7
HUD interim standard for play area			400
HUD interim standard for perimeter			1,200

Collect only the top 1/2 inch of soil.

Total number of samples on this page 1

Page 5 of 5

Date of sample collection: 2/13/2015

Date shipped to lab: 2/17/2015

Shipped by: Juanita Terry

Received by: See lab chain of custody form



Analysis Report

Schneider Laboratories Global, Inc

2512 W. Cary Street • Richmond, Virginia • 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475

Customer: Lead Technologies (647)
Address: 1922 Sunnyland Road
 Mountain View, AR 72560

Order #:	120603
-----------------	--------

Attn:
Project: City of Fayetteville
Location: 3295 W. Farmington Rd.
Number:

Matrix	Wipe
Received	02/20/15
Analyzed	02/20/15
Reported	02/24/15

PO Number:

Sample ID	Cust. Sample ID	Location	Sample Date				
Parameter		Method		Area	Total	Conc.	RL*
120603-001	2/13/15W1	Living Room Floor	02/13/15				
Lead		EPA 7000B / 3050B		1.00 ft2	<10.0 µg/wipe	<10.0 µg/ft2	10.0 µg/ft2
120603-002	2/13/15W2	Living Room Window Sill	02/13/15				
Lead		EPA 7000B / 3050B		0.990 ft2	<10.0 µg/wipe	<10.1 µg/ft2	10.1 µg/ft2
120603-003	2/13/15W3	Kitchen Floor	02/13/15				
Lead		EPA 7000B / 3050B		1.00 ft2	<10.0 µg/wipe	<10.0 µg/ft2	10.0 µg/ft2
120603-004	2/13/15W4	Kitchen Window Sill	02/13/15				
Lead		EPA 7000B / 3050B		0.688 ft2	26.2 µg/wipe	38.1 µg/ft2	14.5 µg/ft2
120603-005	2/13/15W5	Bedroom 2 Floor	02/13/15				
Lead		EPA 7000B / 3050B		1.00 ft2	<10.0 µg/wipe	<10.0 µg/ft2	10.0 µg/ft2
120603-006	2/13/15W6	Bedroom 4 Window Sill	02/13/15				
Lead		EPA 7000B / 3050B		0.753 ft2	<10.0 µg/wipe	<13.3 µg/ft2	13.3 µg/ft2
120603-007	2/13/15W7	Bedroom 3 Floor	02/13/15				
Lead		EPA 7000B / 3050B		1.00 ft2	<10.0 µg/wipe	<10.0 µg/ft2	10.0 µg/ft2

Analyst: MHB
 120603-02/24/15 08:36 AM

Abisola O Kasali

Reviewed By: **Abisola Kasali**
 Metals Supervisor

Minimum Total Reporting Limit: 10.0 µg/wipe. EPA Clearance Std: 40 µg/ft² for floors, 250 µg/ft² for interior window sills, and 400 µg/ft² for window troughs. All internal QC parameters were met. Unusual sample conditions, if any, are described. Surrogate Spike results designated with "D" indicate that the analyte was diluted out. "MI" indicates matrix interference. Concentration and *Reporting Limit (RL) based on areas provided by client. Values are reported to three significant figures. The analysis data reported relates only to the samples as submitted.



Analysis Report

Schneider Laboratories Global, Inc

2512 W. Cary Street • Richmond, Virginia • 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475

Customer: Lead Technologies (647)
Address: 1922 Sunnyland Road
Mountain View, AR 72560

Order #: 120603

Attn:
Project: City of Fayetteville
Location: 3295 W. Farmington Rd.
Number:

Matrix Soil
Received 02/20/15
Analyzed 02/20/15
Reported 02/23/15

PO Number:

Sample ID	Cust. Sample ID	Location	Sample Date	Weight			
Parameter		Method		Total µg	% / Wt.	Conc.	RL*
120603-008	2/13/15S1	House Perimeter A-D	02/13/15	516 mg			
Lead		EPA 7000B / 3050B		18.4 µg	0.00357 %	35.7 mg/kg	19.4 mg/kg

Analyst: SA
120603-02/23/15 09:04 AM

Reviewed By: **Derek Jackson**
Analyst

Minimum reporting limit: 10.0 µg. EPA Soil Std for bare residential soil: 400 mg/kg by wt in play areas; 1200 mg/kg by wt in bare soil in the remainder of the yard based on an avg of all other samples collected. EPA does not distinguish between lead-contaminated soil and soil-lead hazards. Concentration and *Reporting Limit (RL) based on weights provided by client. All internal QC parameters were met. Unusual sample conditions, if any, are described. Values are reported to three significant figures. PPM = mg/kg | PPB = µg/kg. The analysis data reported relates only to the samples as submitted.

Accrediting bodies: AIHA-LAP, LLC 100527, VELAP/NELAC 460135 - Call laboratory for current national and state certifications.



SCHNEIDER LABORATORIES GLOBAL, INC.

2512 West Cary Street, Richmond, Virginia 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475
www.slabinc.com e-mail: info@slabinc.com

WO Lab

120603

Tentative Agenda
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V:\120\120603

Submitting Co. LEAD TECHNOLOGIES	Lab Use- WO #	Acct #	Phone #	501-373-8644
1922 SUNNYLAND RD			Fax # & E-mail	870-591-6725
MOUNTAIN VIEW, AR 72560	647			

Project Name: City of Fayetteville	Special Instructions [include requests for special reporting or data packages]
Project Location: 3295 W. Farmington Rd., Fayetteville, AR	
Project Number:	
PO Number:	State Of Collection

Turn Around Time	Matrix / Sample Type (Select ONE)	Tests / Analytes (Select ALL that Apply)		
☐ 2 hours*	All samples on form should be of SAME matrix type. Use additional forms as needed. ☐ Air ☐ Solid ☐ Aqueous ☐ Waste ☐ Bulk ☐ Wastewater ☐ Hi-Vol Filter (PM10) ☐ Water/Drinking ☐ Hi-Vol Filter (TSP) ☐ Compliance ☐ Oil ☒ Wipe ☐ Paint ☐ Wipe, Composite ☐ Sludge ☒ Soil	Asbestos Air / Fiber Counts	Asbestos Bulk / Ash ID	Metals-Total Conc.
☐ Same day*		☐ PCM (NIOSH 7400)	☐ PLM (EPA 600/R-93/116)	☐ Lead
☐ 1 business day*		☐ TEM (AHERA)	☐ PLM (EPA Point Count)	☐ RCRA Metals
☒ 2 business day*		☐ TEM (EPA Level II)	☐ PLM (Qualitative only)	
☐ 3 business days*		☐ NYELAP 198.11/41.6		
☐ 5 business days*		Miscellaneous Tests	☐ CAELAP (EPA Interim)	Metals-Extract
☐ Full TCLP (10d)		☐ Total Dust (NIOSH 0500)	☐ TEM (Chaffield)	☐ TCLP / Lead
☐ Weekend*		☐ Resp. Dust (NIOSH 0600)		☐ TCLP / RCRA Metals
* not available for all tests		☐ Silica - FTIR (NIOSH 7602)	FOR ASBESTOS AIR:	☐ TCLP / Full (w/ organics)
Schedule rush organics, multi-metals & weekend tests in advance.		☐ Silica - XRD (NIOSH 7500)	TYPE OF RESPIRATOR	Others
			USED:	

Sample #	Date Sampled	Time Sampled	Sample Identification (e.g. Employee, SSN, Bldg, Material)	Wiped Area (ft²)	Type¹ A,B,P,E	Time² Start	Time² Stop	Flow Rate³ Start	Flow Rate³ Stop	Total⁴ Air Vol
2/13/15 W1	2/13/15	10:30A	Living Rm Floor	12x12						Pb
W2			Living Rm W. Sill	30x4.75						
W3			Kitchen Floor	12x12						
W4			Kitchen W. Sill	30.5x3.25						
W5			Bed Rm 2 Floor	12x12						
W6			Bed Rm 4 W. Sill	3.5x31						
W7			Bed Rm 3 Floor	12x12						
2/13/15 S1		51	House perimeter A-D							

¹Type: A=area B=blank P=personal E=excursion ²Beginning/End of Sample Period ³Pump Calibration in Liters/Minute ⁴Volume in Liters [time in min. * flow in L/min]

Sampled by NAME Jonathan Perry SIGNATURE Jonathan Perry DATE/TIME 2/13/15 10:30	Relinquished to lab by NAME Jonathan Perry SIGNATURE Jonathan Perry DATE/TIME 2/17/15 12:00	2-20-15 fa	☐ FX ☐ UPS ☒ USM ☐ HD ☐ DB WB: _____
☐ Sample return requested ☐ Ambient temp ☐ Ice ☐ pH ☐ Cl ☐ R ☐ S ☐ X			

Chain-of-Custody documentation continued internally within lab. Terms and conditions page 2.

STANDARD BID PROPOSAL FORM

PROJECT NUMBER: 62123-1506

DATE ISSUED: 05-17-2015

DATE AND TIME OF OPENING: Monday, 4:00 pm, June 1, 2015

OWNER'S NAME: City of Fayetteville

PROJECT ADDRESS: 3295 W. Old Farmington Rd., Fayetteville, AR 72704

ATTENTION

The City has the right to select which of the items listed below will be completed based on the amount of funds available.

*In blanks below please quote price for each item and the total for project at the bottom.

A) Windows & Doors: _____

B) Trim & Paint: _____

C) Insulation: _____

D) Electrical: _____

E) Flooring: _____

F) HVAC: _____

G) Cleanup: _____

H) Other: _____

MY TOTAL BID PRICE FOR THIS PROJECT IS \$_____

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.

Complete Business Address:_____

Name of Firm:_____ Phone #_____

Residential Contractor's License number_____

Street address or P.O. Box _____

City / State/ Zip Code _____

Printed Name: _____

Signature:_____ Title: _____



City of Fayetteville, Arkansas

Tentative Agenda
113 West Mountain Parkway, Suite 100
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2015-0297

Agenda Date: 7/7/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 5

FAYETTEVILLE POLICE DEPARTMENT POLICIES

A RESOLUTION TO APPROVE FAYETTEVILLE POLICE DEPARTMENT POLICIES 22.2.8 MILITARY ACTIVATIONS, 22.3 SECONDARY EMPLOYMENT, 41.1.1 PATROL, AND 61.4.3 TOWED VEHICLES

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves Fayetteville Police Department policies 22.2.8 Military Activations, 22.3 Secondary Employment, 41.1.1 Patrol, and 61.4.3 Towed Vehicles.

City of Fayetteville Staff Review Form

Tentative Agenda
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2015-0297

Legistar File ID

7/7/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Greg Tabor, Chief of Police

6/19/2015

Police /
Police Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Council approves resolution adopting Fayetteville Police Policies 22.2.8, Military Activations; 22.3, Secondary Employment; 41.1.1, Patrol; and 61.4.3 Towed Vehicles.

Budget Impact:

Account Number		Fund	
Project Number		Project Title	
Budgeted Item?	NA	Current Budget	\$ -
		Funds Obligated	\$ -
		Current Balance	\$ -
Does item have a cost?	NA	Item Cost	
Budget Adjustment Attached?	NA	Budget Adjustment	
		Remaining Budget	\$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF JULY 7, 2015

TO: Mayor and City Council
FROM: Greg Tabor, Chief of Police
DATE: June 19, 2015
SUBJECT: Police Department Policy

RECOMMENDATION:

Council approves resolution adopting Fayetteville Police Policies 22.2.8, Military Activations; 22.3 Secondary Employment; 41.1.1, Patrol; and 61.4.3, Towed Vehicles.

BACKGROUND:

The Fayetteville Police Department is currently in the process of reviewing policies and updating as necessary to conform to current practices and to comply with accreditation standards. Policy 22.2.8, Military Activations, is a new policy. Policy 22.3, Secondary Employment, is an existing policy that was approved by the council on April 7, 2010. Policy 41.1.1, Patrol, is an existing policy that was approved by the council on September 4, 2012. Policy 61.4.3, Towed Vehicles, is an existing policy that was approved by the council on October 4, 2011.

DISCUSSION:

Policy 22.2.8, Military Activations, is a new policy that addresses new accreditation standards. The remaining three policies are existing policies that contain changes to comply with directives written during our accreditation process. Other changes to these policies were made to comply with state standards and current practices of the department. All changes are highlighted.

BUDGET/STAFF IMPACT:

These policies will not have any impact on budget or staff.

Attachments:

Fayetteville Police Policy 22.2.8, Military Activations
Fayetteville Police Policy 22.3, Secondary Employment
Fayetteville Police Policy 41.1.1, Patrol
Fayetteville Police Policy 61.4.3, Towed Vehicles

POLICIES, PROCEDURES, AND RULES

Subject: 22.2.8 Military Activations	Effective Date: , 2015
Reference: 1.3.1, City of Fayetteville Military Leave Policy	Version: 1
CALEA: 22.2.8	No. Pages: 3

I. PURPOSE

The purpose of this policy is to establish a plan for personnel with military activations exceeding 90 days for pre-deployment, deployment, and post-deployment.

II. POLICY

Situations involving military deployment orders can arise suddenly. The best practice is effective communication from the Fayetteville Police Department to the employee and his or her family prior to a deployment, during the deployment, and following a deployment. Having a strong point of contact throughout the deployment period will help ensure a seamless transition. To the extent possible, the deployed employee should be notified of agency news, significant events, and promotions or promotion opportunities. Rights, responsibilities, and minimum requirements are outlined in statutory law, most notably but not limited to the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

III. DEFINITIONS

- A. Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA)- a federal statute that protects service-members' and veterans' civilian employment rights. USERRA provides that returning service-members will be able to return to their jobs with their same pay, benefits, and status that they would have attained had they not been absent for military service.

IV. PROCEDURES

A. Department's Point of Contact [CALEA 22.2.8 a.]

- 1. The department's point of contact will be the administrative captain:
 - a. The administrative captain will strive for effective communication between the police department and the deployed employee and will be allowed to utilize any resource available to accomplish this mission [CALEA 22.2.8 g.].
 - b. The administrative captain will ensure the deployed employee is periodically notified of agency news, significant events, and promotions [CALEA 22.2.8 g.].
 - c. The administrative captain will track the department's promotional opportunities and notify the deployed employee of those promotional opportunities that are

relevant to him / her. The administrative captain will keep the Fayetteville Police Department Administration and the city's Human Resources Division advised of such promotional opportunities affecting deployed members of the department to ensure promotional processes are compliant with federal and state laws. [CALEA 22.2.8 g.].

B. City of Fayetteville Human Resources Point of Contact [CALEA 22.2.8 b.]

1. The City of Fayetteville Human Resources Division point of contact will be the human resources benefits administrator. A deployed employee may make contact with the human resources benefits administrator while on leave to obtain information, request assistance, or to have questions answered [CALEA 22.2.8 g.].

C. Processing Prior to Military Deployment [CALEA 22.2.8 c.]

1. A regular department member, who is a member of the National Guard or reserves of the United States Armed Forces, who is deployed for the purpose of entering any branch of the United States Armed Forces for a period exceeding 90 days shall be placed in military active duty status and granted a leave of absence.
 - a. Reasonable advance notice of impending military leave should be provided by the employee and a copy of the orders should be submitted to the administrative captain through the employee's chain of command. The administrative captain will ensure a copy of the orders will be given to the Human Resources Division.
 - b. Employees must comply with the City of Fayetteville's Military Leave Policy.
 - c. If available, the employee should provide the administrative captain with the name and contact information for the employee's military commanding officer for situations where communication may become difficult. The employee should also provide email addresses, additional phone numbers, addresses, and reaffirm contacts remaining stateside [CALEA 22.2.8 g.].
 - d. The employee will have an exit interview prior to deployment with the Chief of Police or his/her designee, if the timing of the deployment permits [CALEA 22.2.8 c.].

D. Storage of Agency Owned Equipment During Deployment [CALEA 22.2.8 d.]

1. If an opportunity is provided, the employee shall meet with his / her supervisor to determine storage of agency owned equipment during the deployment. The supervisor will forward the information upward through the chain of command.
 - a. If the employee has other items or assigned resources that for the benefit of the department need to be temporarily reassigned, the supervisor will identify such items with the employee and reassign such items after consulting with his/her chain of command.
 - b. The employee may also provide additional items to the department through his/her supervisor that the employee wants to be safely secured at the department during the deployment.

E. Processing Upon Return From Deployment [CALEA 22.2.8 e.]

1. It shall be recognized that members returning from military deployment, particularly those having been involved in combat operations, may have specialized needs.
 - a. Traditional Employee Assistance Programs (EAP) may not sufficiently meet the needs of returning military members/police officers.
 - b. The department shall consider all locally available and feasible resources to meet the returning employee's needs.
 - c. The returning employee will be provided access to the human resources benefit administrator.
 - d. The returning employee will have a return interview with the Chief of Police or his / her designee.
- F. Initial and/or Refresher Training, Weapons Requalification, and Steps for Reintegration as Appropriate [CALEA 22.2.8 f.]

1. As stated in Policy 1.3.1, any officer returning to duty after an absence exceeding three months shall report to the Training Division for remedial weapons training and successfully complete a CLEST approved qualification course prior to being permitting to return to full duty.
2. On a case by case basis and depending on the employee's time away from department during the deployment, the training coordinator shall determine the training needs of the returning employee and establish a plan to provide the training to him/her. Documentation of the training will be kept in the employee's training file.
3. The Chief of Police or designee may decide to assign a field training officer to the returning employee after prolonged deployments. The training coordinator will provide a written reintegration training plan on each returning employee after a review of relative information including assignment and time away from the department. The assigned field training officer will evaluate the returning employee's performance to correspond with the training coordinator's reintegration plan. The training coordinator will communicate progress to the Chief of Police through the chain of command. After the returning employee has successfully completed the reintegration plan, the employee will return to regular duty. Documentation of the training will be kept in the employee's training file.

POLICIES, PROCEDURES, AND RULES

Subject: 22.3 Secondary Employment	Effective Date: April 7, 2010
Reference: CALEA: 22.3.4, 22.3.5	Version: 1
	No. Pages: 3

I. Purpose

To establish guidelines for secondary employment by members of the Fayetteville Police Department.

II. Policy

It is the policy of the Fayetteville Police Department to allow agency personnel to engage in approved secondary employment opportunities within the guidelines of this policy.[CALEA 22.3.4]

III. Definitions

- A. Extra-Duty Employment – secondary employment wherein the actual or potential use of law enforcement powers is anticipated.
- B. Off-Duty Employment – secondary employment wherein the actual or potential use of law enforcement powers is not anticipated.

IV. Departmental Limitations

- A. Employees may not engage in employment that is a threat to the status and dignity of law enforcement as a professional occupation. Employment representing such a threat includes, but is not limited to: [CALEA 22.3.4]
 - 1. Employment at establishments that promote obscenity or pornography as defined by the Arkansas Criminal Code.
 - 2. Any employment where the dispensing or consumption of alcoholic beverages is the primary function of the business. This prohibition does not include approval obtained by the Chief of Police for working special events where alcoholic beverage permits have been granted.
 - 3. Any employment where gambling occurs as the main source of activity. (This does not include civic fund raising events where the proceeds are used to support legitimate charities or other nonprofit agencies).
 - 4. Any employment where the employer is involved in a labor or civil rights dispute.

5. Any employment with individuals or companies of questionable business interest where there could be a decrease in trust and confidence from the public.
 6. Any employment whereby the nature of such employment would interfere with the performance of official duties, jeopardize in any manner the impartial position of the Department or create a liability concern that might involve the employee violating any procedure, ordinance or law.
 7. Any employment that might present potential conflicts of interest for employees between the Departmental duties and their duties for a secondary employer.
 8. Any employment that creates a decrease in trust and confidence from the public.
- B. To be eligible for secondary employment, employees must be in good standing with the department. The employee's history of past disciplinary actions shall be taken into consideration by the Chief of Police when determining eligibility.
 - C. Employees must have completed the Field Training Program before being eligible to work extra-duty employment.
 - D. Employees absent from duty, due to sickness, may not engage in secondary employment during the hours in which they were regularly scheduled to work.
 - E. Employees on light duty status, extended sick leave (more than three consecutive days), worker's compensation, FMLA, administrative leave or suspension are not authorized to work any extra-duty employment without the written consent of the Chief of Police.
 - F. Employees will not engage in any secondary employment that might affect the objectivity and independence of their judgment or conduct in performing their official duties and responsibilities.
 - G. Work hours for all secondary employment must be scheduled in a way that does not conflict nor interfere with the employee's official performance of duty. Special consideration will not be given to scheduling of the employee's duty hours to accommodate secondary employment.
 - H. All employees of the Department engaged in secondary employment are subject to call out in case of emergency and will be expected to leave any other employment in such situations.
 - I. Employees will not report to duty physically or mentally exhausted to the point where their performance is affected because of any secondary employment.
 - J. Extra-duty employment is limited to within the corporate limits of the City of Fayetteville. Off-duty employment may be authorized outside the city limits.

V. Guidelines

- A. Employees must complete a Request for Approval of Extra Employment Outside Department Form prior to seeking secondary employment. This form must be routed through the employee's chain of command. [CALEA 22.3.5a]
- B. The Chief of Police will have final approval or disapproval authority for requests of secondary employment, and no employee shall work such employment until authorization has been obtained. [CALEA 22.3.5c]

- C. The Request for Approval of Extra Employment form shall contain the significant aspects of the secondary employment job the employee is seeking. [CALEA 22.3.5e]
- D. A copy of all approved secondary employment forms shall be routed to the Administrative Captain for filing and review for adherence of this policy. [CALEA 22.3.5d]
- E. Once on-going secondary employment has been approved, the employee must resubmit a “new” request for approval form at the beginning of each year.
- F. Once granted, approval for secondary employment can be revoked or annual renewal denied when, in the judgment of the employee’s chain of command, the secondary employment becomes incompatible with departmental employment or adversely affects the employee’s job performance or efficiency. [CALEA 22.3.5c]

VI. Accountability

- A. All employees engaged in extra-duty employment, uniformed or plain clothes, shall abide by the Policies, Procedures and Rules of the Fayetteville Police Department. [CALEA 22.3.5b]
- B. Officers wearing his/her uniform off-duty are a representative of the Department. As such, the member shall avoid non-police related job duties that would tend to detract from the professional image of the Fayetteville Police Department. Officers must conduct themselves at all times in a manner consistent with public respect for the uniform of the Department. [CALEA 22.3.5b]
- C. Arrests made while engaging in secondary employment, will be turned over to the on-duty patrol shift for transport. The extra-duty or off-duty officer shall complete all necessary and required reports detailing the facts of the case.
- D. All sworn personnel working secondary employment are required to take enforcement action, within the jurisdiction of the Department, in an emergency. Under no circumstances shall an officer refuse a request due to being “off-duty”. [CALEA 22.3.5b]

FAYETTEVILLE POLICE DEPARTMENT
FAYETTEVILLE, ARKANSAS

POLICIES, PROCEDURES, AND RULES

Subject: 41.1.1 Patrol	Effective Date: September 4, 2012
Reference: 41.2.17, 41.3.5, 1.2.2, G.O. #24	Version: 1
CALEA: 41, 81	No. Pages: 6

I. PURPOSE

The purpose of this directive is to state policies relating to the organization, administration, and operations of the patrol component of the Fayetteville Police Department.

II. POLICY

The patrol function is a primary law enforcement responsibility and embraces much more than the act of patrolling. It is a generalized service in which officers engage in a wide variety of activities to include, but not limited to, enforcing traffic/criminal laws, apprehending criminals, responding to calls for service, crime prevention, accident investigation, conducting preliminary and follow-up investigations, community relations, maintenance of public order, etc. It is the policy that the Fayetteville Police Department shall be available for public service and emergency calls 24 hours a day, each day of the week [CALEA 41.1.1a].

A. ORGANIZATION AND ADMINISTRATION

1. Patrol Performance

- a. The Chief of Police shall be responsible for reviewing annual patrol performance measures.
- b. These performance measures must be attainable, quantifiable, and measurable.

2. The Chief of Police will be responsible for establishing procedures to ensure positive communication between patrol and other divisions and programs within the department.

3. Officer Assignment

- a. The Chief of Police will be responsible for assigning officers to a shift [CALEA 41.1.1 b].
- b. The assignment will be based on a uniform procedure to ensure impartiality in the decision making process. Supervisors assigned to patrol will make decisions pertaining to any shift scheduling amongst personnel and shall consider this based on department needs and personnel requests [CALEA 41.1.1 c].

c. Patrol shift supervisors scheduling responsibilities include:

- 1) Beat assignment and beat rotation schedules [CALEA 41.1.1 d, e].
- 2) Ensuring sufficient personnel are available for daily assignment to meet prescribed minimum staffing levels.
- 3) Anticipating pre-planned major events and ensuring availability of personnel required.
- 4) Monitoring and minimizing overtime expenditures.
- 5) Coordinating officers' attendance at training, meetings, court, etc.

d. The shift supervisor(s) will be responsible for field operations.

e. When determining scheduling for patrol officers and first line supervisors, daily workload requirements, maximum coverage and departmental needs take priority over personal preference [CALEA 41.1.1 f].

4. Roll Call and Briefing

a. Officers shall attend roll call and briefing at the beginning of each shift until released by the shift supervisor. Shift roll call/briefing shall include [CALEA 41.1.2]:

- 1) Briefing officers with information regarding daily patrol activity, with particular attention given to unusual situations and changes in the status of wanted persons, stolen vehicles, and major investigations;
- 2) Notifying officers of potential and actual police hazards in the area;
- 3) Notifying officers of changes in schedules and assignments;
- 4) Notifying officers of new or revised policies, procedures, rules and general orders; and
- 5) Evaluating officer readiness to assume patrol (uniform, equipment, vehicle, etc).

5. The number of units assigned to a call is determined by the specific elements that, by their presence or absence may affect the severity of the incident and the type of response to properly conclude the incident. The number of units normally assigned to a call has been predetermined and programmed into the CAD system as a guideline to follow. Response to some calls may require additional officers in order to deal effectively with the incident. Officers and supervisors may request more or fewer units at their discretion. The Chief of Police and/or his designee will determine these call types. Examples include, but are not limited to [CALEA 81.2.4 e.]:

- a. An assault/battery on an officer;
- b. On-scene arrest for a felony or violent misdemeanor;
- c. Resistance to arrest;
- d. Use of force;
- e. A serious crime in progress; or
- f. A fleeing suspect.

Central Dispatch Center shall ensure the dispatch of two officers to these call types where appropriate and patrol supervisors have the authority to increase/decrease the number of officers responding to any incident. When necessary, officers should request back-up assistance, and when possible, responding officers should coordinate their simultaneous arrival.

6. **Certain** The following responses may require the presence of a patrol supervisor at the scene for the purpose of assuming command. **Examples** These include, but are not limited to [CALEA 81.2.4 f.]:
 - a. Critical incident requiring scene organization;
 - b. Confirmed robbery with ensuing investigation;
 - c. Major events or multi-faceted special event;
 - d. Officer involved death or serious injury investigation.
7. The Chief of Police shall determine what calls do not require the dispatch of an officer and can be effectively handled by receiving information through an alternative method (telephone, on-line, etc).
8. The Chief of Police shall be notified through the chain of command **immediately as soon as possible** of the following types of incidents:
 - a. Serious injury to police officer.
 - b. Accident involving police vehicle where an officer or citizen is injured or major property damage is involved.
 - c. Major crimes to include murder, bank/store robbery, prisoner escape, or any heinous crime.
 - d. Barricaded/hostage situation.
 - e. Disasters or catastrophes.
 - f. Serious complaint or incident involving an officer.
 - g. Fatality accidents.
 - h. Any incident where there may be a question of the department's liability or which may result in a heightened community interest [CALEA 11.4.5].
9. Incidents of a less serious nature shall be reported through the chain of command as directed.

B. OPERATIONS

1. Preliminary and Follow-up Investigations.

Preliminary investigation is a matter of routine for patrol officers. Follow-up investigations may be done at the officer's initiation or supervisor direction. Follow-up investigations on certain crimes may be coordinated and/or conducted by investigative personnel as determined by a supervisor.

2. An emergency mode of operation with emergency lights and siren activated may be used when responding to the following listed emergencies. Officers may exceed the speed limit, proceed with caution through stop signs and red lights, and may disregard other

traffic laws when done safely in response to the following listed emergencies [CALEA 41.2.1]:

- a. Authorized pursuits
- b. Aggravated assault in progress
- c. Rape in progress
- d. Armed robbery in progress
- e. Kidnapping in progress
- f. Injury accident
- g. Officer in need of assistance
- h. Any other serious incident or with supervisor authorization

This exemption shall not relieve any officer of an authorized emergency vehicle from the lawful responsibility to drive with due regard for the safety of all persons, nor shall it protect the officer from the consequence of a reckless disregard for the safety of others. If an officer is driving in emergency mode, lights and siren must be used in accordance with state law.

- 3. In the course of routine patrol and in response to non-emergency calls, officers will operate their vehicles without the use of emergency lights or siren.
- 4. Officers assigned to patrol must understand, as first responders, they may find themselves on many occasions at scenes where they need to make additional notifications to personnel or agencies with specific expertise and/or authority [CALEA 41.2.4]:
 - a. Officers of the Fayetteville Police Department are expected to make logical decisions in this area and fully consider various types of notifications that may need to be made for safety as well as case or investigation preservation and purposes.
 - b. In cases of death response/investigation, officers with the assistance of dispatch should notify the shift supervisor, detective supervisory personnel, and the coroner's office.
 - c. In incidents where medical treatment is warranted, officers should ensure Emergency Medical Services personnel are notified. Officers should follow the Secondary Emergency Notification of Dispatch SEND protocol:
 - (1) Provide the chief medical complaint and incident type and number of persons injured.
 - (2) Provide the approximate age of patient(s).
 - (3) Provide whether patient is conscious and alert.
 - (4) Provide if the patient is breathing and if so is breathing with difficulty.
 - (5) Provide if the patient is experiencing chest pain.
 - (6) Provide if the patient is experiencing severe bleeding.
 - d. When encountering uncontrolled fires, officers should immediately ensure Fayetteville Fire Department is notified for response.
 - e. In cases where public utilities have been disturbed, officers should request dispatch assist them in making the proper notifications to public utilities personnel.
 - f. Officers must communicate with their supervisors during incidents in which information should be provided to the news media, to include incidents requiring

major road closings, large area evacuations, and for providing suspect information that is advantageous or required for an investigation. Such media disclosures should be channeled through the Public Information Officer (PIO) as directed in Policy 54.1.1. Policy 54.1.1 also governs routine news media inquiries that may be handled by shift supervisors.

- g. In cases involving crimes in other jurisdictions, officers shall be responsible for making prompt notification to the appropriate law enforcement agency. Officers shall also be responsible for applicable reports or documentation.

~~5. Officers responding to an investigation of missing persons will apply the following protocol: [CALEA 41.2.5] [CALEA 41.2.6 e]:~~

- ~~a. If the missing person is determined to be a child, elderly (age 65 or older or an Alzheimer's patient) or disabled, the officer shall notify the supervisor and follow the guidelines set forth in appropriate FPD General Orders [CALEA 41.2.5] [CALEA 41.2.6 b].~~
- ~~b. In cases of missing persons where foul play is suspected, the officer shall report this information to his supervisor who shall make notification to a supervisor of CID [CALEA 41.2.5 f].~~
- ~~c. In other types of missing person reports, officers will investigate without delay. The responding officer shall gather investigative information and a detailed description of the missing person and initiate the notification process through NCIC/ACIC. Upon locating the missing person, officers will ensure the missing person's status is updated in NCIC/ACIC [CALEA 41.2.5 a, b, e].~~
- ~~d. Follow up investigation will be conducted by patrol and/or investigative personnel when necessary [CALEA 41.2.5 d, e].~~
- ~~e. In each missing person report situation, officers and their supervisors will make a determination as to what type of field search effort will be undertaken. Requests for additional resources or coordination with other agencies may be necessary. Factors to be considered in this determination include:

 - ~~1) Length of time that has passed since the disappearance;~~
 - ~~2) Age and mobility of the missing person;~~
 - ~~3) Infirmary and/or need for medication;~~
 - ~~4) Suspicious circumstances to include foul play suspected.~~~~
- ~~f. Types of searches that may be used include, but are not limited to [CALEA 41.2.5e]:

 - ~~1) At the time of report, officers should always begin with a search of the missing person's residence and surrounding area. Children in particular may be hiding or have gone unnoticed inside the residence;~~
 - ~~2) Door to door (foot search making contacts with residents/passers-by);~~
 - ~~3) Neighborhood canvas (larger scale foot and vehicle search);~~
 - ~~4) Use of canine.~~~~
- ~~g. The supervisor will ensure the following information, if known, is broadcasted:~~

- 1) ~~Name, race, sex, and date of birth;~~
- 2) ~~Physical description;~~
- 3) ~~Clothing description;~~
- 4) ~~Physical/Mental disabilities;~~
- 5) ~~Unusual circumstances;~~
- 6) ~~Vehicle information.~~

6. Field Interviews/Intelligence Reports - Patrol personnel will document all field interviews/intelligence reports to provide other officers and detectives with information concerning suspicious persons (See FPD 1.2.2).
7. Officer Access to Radio Communications
 - a. When possible, all patrol officers shall be equipped with a portable radio and/or a mobile radio unit.
 - b. Patrol officers shall give their badge number as their unit number in radio communications.
 - c. Patrol officers shall utilize the appropriate 10-code, signals and dispositions in keeping each other, supervisors, and dispatchers informed of locations, the nature or status of a call, and developments in an investigation.
 - d. When working with other departments on an incident, officers should refrain from using 10-codes and should use plain language.
8. Uniforms – Refer to 41.3.5 Grooming and Uniform Requirements.
9. Specialized Assignments - Fayetteville Police Department recognizes the need to staff specialized units which provide a supportive function to the patrol division [CALEA 16.2.2].
 - a. An announcement shall be made and posted to all personnel when an opening occurs to a specialized unit.
 - b. The announcement will contain requirements and criteria for personnel to be appointed to the specialized unit.
 - c. The announcement will describe the selection process to be used for appointment to the specialized unit.
 - d. The following are specialized units within the department:
 - 1) Detective
 - 2) Emergency Response Team
 - 3) Crisis Negotiation Team
 - 4) Canine Officer
 - 5) Bicycle Patrol
 - 6) Motorcycle Patrol
 - 7) School Resource Officer
 - 8) Field Training Officer
 - 9) Community Oriented Policing

10. Canine, motorcycle and bicycle units - The canine, motorcycle and bicycle units provide a specialized, supportive function to patrol units.

POLICIES, PROCEDURES, AND RULES

Subject: 61.4.3 Towed Vehicles	Effective Date: October 4, 2011
Reference:	Version: 1
CALEA: 61.4.3	No. Pages: 4

I. PURPOSE

It is the purpose of this policy to provide guidelines for towing and impounding motor vehicles.

II. POLICY

Officers are routinely faced with the question of whether to impound or tow motor vehicles for purposes of safekeeping property, securing evidence, protecting the public, or securing property under asset forfeiture statutes, among other reasons. This policy provides guidelines that officers should use to decide issues related to the ownership of and procedures for impounding motor vehicles.

III. DEFINITIONS:

1. Unattended: any vehicle left on public property without the consent of an authority in charge of such property or on or near a public way without some person in possession of such vehicle.
2. Abandoned: any vehicle deemed to be unattended as defined in this section [CALEA 61.4.3 a.):
 - a. When it is apparent the owner does not intend to retake possession.
 - b. When it remains unattended for a period of thirty (30) days, during which the owner has given no evidence of intent to retake possession.
3. Public way: any road, highway, street, etc. over which the public may travel, including the paved surface and any berm or shoulder thereof. (Does not include private property).
4. Removal: an officer of this department may request CDC to call a towing service.
5. Investigative Hold: a temporary hold on an impounded vehicle for investigative purposes.

6. Other Hold: a temporary hold placed on an impounded vehicle for reasons other than investigative purposes.
7. Vehicle impoundment: to remove or cause to be removed a vehicle from a street, highway, shoulder, or other public way by an officer and stored in a designated impound yard.

IV. PROCEDURES

1. Except in those instances where an emergency exists, or where the immediate clearing of a public thoroughfare calls for an expedited towing service, owners shall be given preference of a towing service.
2. When an officer orders a vehicle towed or impounded, the officer is to inventory the vehicle, including the interior, trunk/cargo area, glove box, all compartments and under seats. All closed/locked containers found during the inventory shall be opened. Caution should be given to ensure no damage is done to personal property. A "Tow Vehicle Inventory" form shall be completed by the officer towing the vehicle. A copy of the report will be provided to the tow company and to the owner/operator of vehicle. If the owner/operator is not available, a copy of the report will be left inside the vehicle. A third copy of the report will be kept for department files [CALEA 61.4.3 c.].
 - a. This includes vehicles impounded or towed for the following: incidental to an arrest, hit and run accident, stolen, abandoned or unattended vehicles, as well as, involvement in any criminal activity.
 - b. Officers should use caution during the inventory process to not contaminate or destroy the evidentiary value of the property in question.
 - c. This procedure does not include vehicles that are towed at the request of the owner or operator because of malfunction or accident.
 - d. Damage to the vehicle other than normal wear should be described in the section for damage. Note whether the damage appears to be new or old.
3. Officer(s) shall take appropriate enforcement action if during an inventory evidence, contraband or proceeds/instruments of a crime are discovered.
4. Seized vehicles - Motor vehicles shall not be impounded for purposes other than those defined by statute or ordinance, **(e.g., not as a form of punishment, or to hold the vehicle hostage until the owner produces certain information or persons, or as a means of conducting vehicle searches when probable cause does not exist or consent to search cannot be obtained)**. A Criminal Investigation Division supervisor shall be consulted to authorize the seizure of a vehicle. Investigation personnel will ensure proper documentation is completed concerning the seizure of a vehicle i.e. Vehicle Notification form, CID-7 receipt form, etc. A "Tow Vehicle Inventory" form will be completed.
5. Criteria for vehicle impoundment - officers may impound vehicles in the following situations [CALEA 61.4.3 b.]:

- a. When a vehicle is evidence in a crime or the vehicle needs to be held for investigative purposes.
 - b. When a vehicle is confiscated pursuant to law.
 - c. When an officer has deemed that a vehicle is a traffic hazard.
 - d. When a vehicle has been abandoned. [CALEA 61.4.3 a.]
 - e. When the driver has been arrested and the vehicle is left unattended in a location which would constitute a traffic hazard or is highly susceptible to damage or vandalism. This includes private property which is open to the public.
 - f. When the vehicle in question has been reported stolen and the owner cannot be notified or is unable to come to the scene and take possession of the recovered vehicle within a reasonable amount of time.
 - g. When a vehicle has been marked for tow and is parked or left standing in the same location on a city street in excess of 24 hours.
 - h. When the owner or operator specifically requests and authorizes the impoundment.
 - i. When the owner or operator has been involved in an accident or has been taken into custody and is not physically, mentally, or legally capable of driving the vehicle or of giving consent to leave it.
6. Alternatives to Vehicle Impoundment - officers may offer the owner/operator one of the following options for the disposition of the vehicle:
 - a. Allow a responsible person who possesses a valid operator's license to assume responsibility of the vehicle and its contents.
 - b. Summon a person of the owner/operator's choice to come to the scene, in a timely manner, to take custody of the vehicle.
 - c. Properly park and secure the vehicle.
7. Inventory of motor vehicles [CALEA 61.4.3 c.]:
 - a. If items of obvious value are located inside the vehicle, or a container therein, which should be stored separately from the vehicle, it is the duty of the officer conducting the inventory to record the nature of the valuable item, the condition of the valuable item and the location where this item is stored. A copy of the inventory should be made available to the owner/operator of the vehicle and a copy of the inventory for the wrecker/storage company.
 - b. Care should be taken during inventory to avoid damaging the vehicle or any of its contents.
8. Owner Notification:
 - a. Officers towing unattended vehicles must attempt to notify the registered owner of the vehicle's location prior to the end of his/her working shift. If such notification is not possible, the officer should notify the immediate on-coming supervisor to ensure the notification process is continued.

- b. Officers towing unattended vehicles used in the commission of a crime or that are stolen should notify the Criminal Investigations Division supervisor for evidentiary purposes. Owner notification of such vehicles shall be completed by CID personnel.

9. Private Property [CALEA 61.4.3 b.]:

- a. Vehicles on private property may be subject to towing by the owner of the property. The owner of the property will be required to contact the wrecker service of their choice.
- b. As required in state law, a tow company performing a non-consensual tow off of private property shall, within 2 hours of the tow, will either call the information (location, vehicle description, etc.) into the Central Dispatch Center or submit it by fax. The Central Dispatch Center, in turn and within 24 hours of notification, will provide the tow company firm information supplied from the records of the Office of Motor Vehicle, the Arkansas Crime Information Center, or, if there is evidence the non-consensual tow is registered from another state, the registration records from that state, the name and address of the last registered owner, and the name and address of the holder of any recorded lien. ~~the name of the registered owner and/or lien holder of the vehicle.~~ Information to include the make, model, vehicle identification or serial number, the date, time, and location of the removal, and the name, address, and telephone number of the tow company must be entered in the department's records management system and maintained as a log.

~~A tow company performing a non-consensual tow off of private property will either call the information (location, vehicle description, etc.) into the Central Dispatch Center or submit it by fax. The Central Dispatch Center, in turn, will provide the tow company the name of the registered owner and/or lien holder of the vehicle. This information is then entered in the department's records management system.~~



City of Fayetteville, Arkansas

Tentative Agenda
113 West Mountain Road
Fayetteville, AR 72701
(479) 575-8323
Page 6 of 430

Text File

File Number: 2015-0291

Agenda Date: 7/7/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 6

TRI STAR CONTRACTORS, LLC

A RESOLUTION TO AWARD BID NO. 15-35 AND AUTHORIZE A CONTRACT WITH TRI STAR CONTRACTORS, LLC IN THE AMOUNT OF \$252,500.00 FOR CONSTRUCTION SERVICES FOR THE AIRPORT TERMINAL APRON REHABILITATION PROJECT, TO APPROVE CHANGE ORDER NO. 1 TO THE CONTRACT WITH TRI STAR CONTRACTORS, LLC IN THE AMOUNT OF \$197,500.00 TO INCREASE CERTAIN QUANTITIES OF CONCRETE REPAIR, TO APPROVE A 5% PROJECT CONTINGENCY, TO ACCEPT A 90/10 GRANT FROM THE ARKANSAS DEPARTMENT OF AERONAUTICS IN THE AMOUNT OF \$470,700.00, AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the Mayor to sign a contract with Tri Star Contractors, LLC in the amount of \$252,000.00 for construction services for the Airport Terminal Apron Rehabilitation Project, approves Change Order No. 1 to the contract with Tri Star Contractors, LLC in the amount of \$197,500.00 to increase certain quantities of concrete repair, and further approves at 5% project contingency in the amount of \$26,150.00.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby accepts a 90/10 grant from the Arkansas Department of Aeronautics in the amount of \$470,700.00.

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

City of Fayetteville Staff Review Form

2015-0291

Legistar File ID

7/7/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

John J. Roscoe 

6/19/2015

Aviation /

Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A Resolution to: 1) Authorize a Contract for construction of the Terminal Apron Rehabilitation project with Tri Star Contractors LLC, in the amount of \$252,500; 2) Authorize Change Order No. 1 to the Contract with Tri Star Contractors, LLC, to increase certain quantities of concrete repair, in the amount of \$197,500; 3) Authorize a 5% project budget contingency in the amount of \$26,150; and, 4) Accept a 90/10 grant from the Arkansas Department of Aeronautics (ADA) in the amount of \$470,700. 5) Approve a Budget Adjustment.

Budget Impact:

5550.3960.5314.00		Airport	
Account Number		Fund	
14014 2		Airport Terminal Apron Rehabilitation	
Project Number		Project Title	
Budgeted Item?	No	Current Budget	\$ 85,963.50
		Funds Obligated	\$ 85,963.50
		Current Balance	\$ -
Does item have a cost?	Yes	Item Cost	\$ 476,150.00
Budget Adjustment Attached?	Yes	Budget Adjustment	\$ 476,150.00
		Remaining Budget	\$ -

Previous Ordinance or Resolution # 98-15, 99-15

V20140710

Original Contract Number: _____

Approval Date: _____

Comments: Remaining Budget is the 5% project budget contingency

CITY COUNCIL AGENDA MEMO

MEETING OF JULY 7, 2015

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Staff/Contract Review Committee
Terry Gulley, Transportation Director

FROM: John J. Roscoe, Airport Director 

DATE: 6/19/15

SUBJECT: Contract w/Tri Star Contractors, LLC, Change Order No. 1 & Acceptance of a Grant from the AR Department of Aeronautics.
Legistar Item # 2015-0291

RECOMMENDATION:

Staff requests approval of a Resolution to: 1) Authorize a Contract for construction of the Terminal Apron Rehabilitation project with Tri Star Contractors LLC, in the amount of \$252,500; 2) Authorize Change Order No. 1 to the Contract with Tri Star Contractors, LLC, to increase certain quantities of concrete repair, in the amount of \$197,500; 3) Authorize a 5% project budget contingency in the amount of \$26,150; and, 4) Accept a 90/10 grant from the Arkansas Department of Aeronautics (ADA) in the amount of \$470,700. 5) Approve a Budget Adjustment.

BACKGROUND:

Resolution 98-15, 5/5/15, authorized Garver Engineers to proceed with final design and bidding of the Terminal Apron Rehabilitation project. Bids for construction were received by the City on 5/27/15. Two bids were received from local contractors with Tri Star Contractors LLC submitting the lowest bid.

Resolution 99-15, 5/5/15, authorized the airport to apply for a grant from the ADA for 90% of the project cost up to \$500,000. The Airport Fund will provide the remaining 10% of the project cost.

DISCUSSION:

Bids were opened on Bid No. 15-35, 5/27/15, 3:00 pm. Two bids were received. Tri Star Contractors LLC submitted the low bid, \$252,500; a low price compared to the Engineer's original estimate of \$477,000. Airport project managers requested a Change Order from Tri Star that increases the contract quantities for full replacement of some concrete panels as opposed to repairing corners and surface spalling on those existing panels as originally planned. The lower than expected bid and change order provides an opportunity to increase the scope and quality of the repairs to the aircraft parking pavement while remaining well within the planned project budget.

Because this is rehabilitation work to concrete pavement installed over 30 years ago, it is reasonable to expect that there could be a condition not anticipated. Thus, a 5% contingency is

requested in order facilitate a quick resolution to such a discovery during the course of the work. However, the contingency amount is not grant-eligible, and therefore, any costs over and above the grant award approved by ADA will be borne by the airport fund.

The grant funding requested from ADA represents airport revenue in the amount of \$470,700; 90% of the final project cost. The Airport will match the state grant with the remaining 10% of the project cost. The result is \$523,000 value in airport improvements for an effective cost to the Airport of \$52,300.

BUDGET/STAFF IMPACT:

The Airport will expend a portion of its fund balance reserve, \$52,300, in order to match 10% of the total project cost to the State's 90% grant, plus any additional Change Orders up to 5% of the approved project budget or \$26,150.

Attachments:

SRF, SRM,

Bid Tab

Construction Contract – Tri Star Contractors LLC

Change Order No. 1

Grant Application - AR Department of Aeronautics

Budget Adjustment

Purchase Request

CITY OF FAYETTEVILLE
Bid 15-35 - FYV TERMINAL APRON REHABILITATION
BID TABULATION
BID OPENING: May 27, 2015; 3:00PM

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE		Tri Star Contractors, LLC		Benchmark Construction of NWA, Inc.	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	SS-120-3.1	Site Preparation	LS	1	\$48,600.00	\$48,600.00	\$22,000.00	\$22,000.00	\$14,820.00	\$14,820.00
2	SS-230-5.1	Concrete Pavement Removal	SY	800	\$30.00	\$24,000.00	\$36.00	\$28,800.00	\$64.54	\$51,632.00
3	SS-230-5.2	Undercut Excavation	CY	100	\$20.00	\$2,000.00	\$25.00	\$2,500.00	\$82.90	\$8,290.00
4	SS-230-5.3	Spall Repair	SF	3,000	\$100.00	\$300,000.00	\$18.00	\$54,000.00	\$17.63	\$52,890.00
5	SS-230-5.4a	6" Portland Cement Concrete Pavement with Reinforcement	SY	200	\$60.00	\$12,000.00	\$102.00	\$20,400.00	\$81.75	\$16,350.00
6	SS-230-5.4b	11" Portland Cement Concrete Pavement with Reinforcement	SY	600	\$80.00	\$48,000.00	\$121.00	\$72,600.00	\$114.58	\$68,748.00
7	SS-231-5.1	Concrete Crack and Joint Repair	LF	550	\$4.00	\$2,200.00	\$40.00	\$22,000.00	\$12.98	\$7,139.00
8	P-620-5.1a	Runway and Taxiway Painting (Yellow)	SF	3,100	\$3.00	\$9,300.00	\$1.00	\$3,100.00	\$1.34	\$4,154.00
9	P-620-5.1b	Runway and Taxiway Painting (Black)	SF	4,700	\$3.00	\$14,100.00	\$1.00	\$4,700.00	\$1.27	\$5,969.00
10	P-620-5.2	Pavement Marking Removal	SF	5,600	\$3.00	\$16,800.00	\$4.00	\$22,400.00	\$5.34	\$29,904.00
TOTALS						<u>\$477,000.00</u>		<u>\$252,500.00</u>		<u>\$259,896.00</u>





Construction Contract Change Order

Project: FYV Terminal Apron Rehab Drake Field - Fayetteville, AR Garver Job No. 1504-1211 City of Fayetteville Bid No. 15-35					Change Order No. 1 Ordinance/Resolution Effective Date: Date Prepared: June 12, 2015 Prepared by: Ben Perea, Garver				
Owner: City of Fayetteville 125 West Mountain St. Fayetteville, AR 72701					Contractor: Tri Star Contractors, LLC 1910 Waukesha Rd. Siloam Springs, AR 72761				
Description of Work Included in Contract Rehabilitation of concrete terminal apron including spall repair, removal and replacement of full panels, and joint and crack repair.									
Changes and Reasons Ordered (List Individual Changes as: A, B, C, D, etc.) A. Adjustment in as-bid quantities to maximize available project grant funds.									
Attachments:									
Contract Changes	Bid Item No.	Bid Item Description	Unit of Measure	Original Contract Quantity	Contract Unit Price	Revised Contract Quantity	Revised Unit Price	Original Contract Cost	Revised Contract Cost
A.	SS-230-5.1	Concrete Pavement Removal	SY	800	\$36.00	1,900	\$36.00	\$28,800.00	\$68,400.00
A.	SS-230-5.2	Undercut Excavation	CY	100	\$25.00	272	\$25.00	\$2,500.00	\$6,800.00
A.	SS-230-5.3	Spall Repair	SF	3,000	\$18.00	3,750	\$18.00	\$54,000.00	\$67,500.00
A.	SS-230-5.4a	6" Portland Cement Concrete Pavement with Reinforcement	SY	200	\$102.00	400	\$102.00	\$20,400.00	\$40,800.00
A.	SS-230-5.4b	11" Portland Cement Concrete Pavement with Reinforcement	SY	600	\$121.00	1,500	\$121.00	\$72,600.00	\$181,500.00
A.	SS-231-5.1	Concrete Crack and Joint Repair	LF	550	\$40.00	680	\$40.00	\$22,000.00	\$27,200.00
A.	P-620-5.2	Pavement Marking Removal	SF	5,600	\$4.00	7,000	\$4.00	\$22,400.00	\$28,000.00
Summation of Cost								\$222,700.00	\$420,200.00
Net Cost for this Change Order								\$197,500.00	
Estimated Project Cost Estimated Project Cost Original As-Bid Contract Amount \$252,500.00 This Change Order \$197,500.00 New Contract Amount \$450,000.00					Time Change Original Contract Start Date _____ Original Contract Time (calendar days) _____ Additional Calendar Days granted by this Change Order 60 New Contract Time (calendar days) 0 Suspended Time 60 New Construction Completion Date _____				
THIS AGREEMENT IS SUBJECT TO ALL ORIGINAL CONTRACT PROVISIONS AND PREVIOUS CHANGE ORDERS									
ISSUED FOR REASONS INDICATED ABOVE Engineer: Garver _____ Engineer's Signature _____ Title _____ Date									
ACCEPTED BY CONTRACTOR _____ Contractor's Signature _____ Title _____ Date									
APPROVED BY CITY OF FAYETTEVILLE _____ Owner's Signature _____ Title _____ Date									



STATE OF ARKANSAS DEPARTMENT OF AERONAUTICS

2315 Crisp Drive • Hangar 8
Little Rock, Arkansas 72202-4402
Telephone: (501) 376-6781 • Fax: (501) 378-0820



ASA HUTCHINSON
GOVERNOR

June 19, 2015

JERRY CHISM
DIRECTOR

COMMISSIONERS

Marion Burton
Little Rock

Dr. Gene Jines
Little Rock

William "Bill" McKenzie
Bentonville

Dr. William Morgan
Paragould

Wiley Blansett
Searcy

David Glover
Tillar

Clark W. Mason
Little Rock

Mr. Johnny Roscoe
Aviation Director
Fayetteville - Drake Field
113 W. Mountain Street
Fayetteville, AR 72701

Dear Mr. Roscoe:

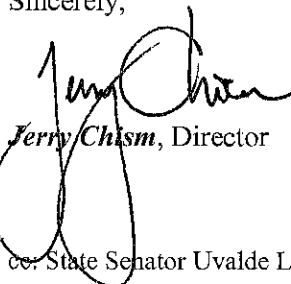
During the June 17, 2015 meeting of the Arkansas Aeronautics Commission, a **90-10% Pavement Grant Request** was approved for Fayetteville's Drake Field. The request approved provides funding in the amount of **\$470,700.00** for Terminal Apron repair and reconstruction.

This grant has been assigned as Grant #3442-15 for identification purposes. When corresponding with our office regarding this project, please be sure to use this number. Contact us immediately if you will not be able to complete the project for amount approved. *The Commission will not be responsible for any additional project costs unless this Agency has received notification in advance.*

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

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

Sincerely,


Jerry Chism, Director

cc: State Senator Uvalde Lindsey; State Representative Charlie Collins

JC:kg



May 29, 2015

Jerry Chism
Arkansas Department of Aeronautics
2315 Crisp Drive
Hangar 8
Little Rock, AR 72202

Re: Fayetteville – Drake Field
Terminal Apron Rehabilitation
Application for Airport Aid

Dear Mr. Chism:

Thanks to the past help of the Arkansas Department of Aeronautics, Fayetteville – Drake Field continues to prosper. Your recent assistance has allowed us to perform a pavement rehabilitation of airfield pavement, improvements to the runway safety area, and the construction of a GA apron expansion.

Enclosed is a grant request for our Terminal Apron Rehabilitation project. The project includes rehabilitation of the concrete terminal apron including spall repair, full concrete panel removal and replacement, crack routing and sealing, and pavement marking.

You will note from the bid tabulation and negotiated as-bid project budget that additional quantities for full panel replacement and spall repair were included in the project budget after bids were received. The additional slabs included in the negotiated as-bid budget will provide our airport with a better long term solution for the severely spalled panels and will allow us to address additional areas requiring spall repair that were not included in the original bid quantities. By addressing a larger area of distressed pavement we will significantly reduce the areas of severe FOD potential that are currently present on our terminal apron.

We respectfully request your consideration of this grant for the amount of \$470,700. We greatly appreciate the assistance you have given the Airport on past projects, and we look forward to working with you on this project as well.

Please call me or Adam White with Garver if you have any questions or comments.

Sincerely,



Johnny Roscoe
Aviation Director
Fayetteville – Drake Field

Attachments: ADA Grant Application
Negotiated As-Bid Project Budget
Bid Tab
Project Layout Plan

State Airport Aid Application – Page 1

The City/County of Fayetteville, herein called "Sponsor", hereby makes application to the Arkansas Department of Aeronautics for State funds pursuant to Act 733 of 1977, for the purpose of aiding in financing a project for the development of a municipal airport located in the city of Fayetteville Arkansas, Washington county.

Date of Request: May 29, 2015

Name of Airport: Fayetteville – Drake Field (FYV)

Name and address of City/County Commission sponsoring request:

City of Fayetteville
113 W. Mountain Street
Fayetteville, AR 72701

Phone Number: 479-575-8330

Fax Number: 479-585-8257

Person to Contact about project:

Johnny Roscoe, Aviation Director
City of Fayetteville
Aviation Director, Fayetteville – Drake Field

Phone Number: 479-718-7642

Cell Number: _____

Fax Number: 479-718-7646

Name and address of Engineering Firm (if applicable):

Garver
2049 E. Joyce Blvd.
Suite 400
Fayetteville, AR 72703

Contact Person: Adam White

Phone/Fax Number: 479-527-9100

Describe the work to be accomplished: The project includes the rehabilitation of the concrete pavement on the terminal apron. Rehabilitation includes spall repair, full panel removal, full panel replacement, crack cleaning, routing, and sealing, pavement marking and other associated work.

State and Local Project Costs:
Please indicate:

- ☐ 50-50% Match
- ☐ 80-20% Match
- ☒ 90-10% Match
- ☐ 100%

Total Cost of Project \$523,000.00

Local Share/Funds \$52,300.00

Local Share/In-Kind _____

State Share \$470,700.00

Federal AIP Projects:

AIP Number: _____

☐ 95-5% Match

☐ 90-10% Match

Total Cost of Project: _____

Federal Share: _____

State Share: _____

Local Share: _____

State Airport Aid Application – Page 2

Provide the information listed below as it applies to your project:

Funding:

Source of Funds: Arkansas Department of Aeronautics (90%) City of Fayetteville (10%)

Source of In-Kind Services: N/A

Estimated starting date of project: August 1, 2015

Estimated completion date of project: October 1, 2015

Project will be for: New Airport Existing Airport

Is land to be leased or purchased? N/A

Description of land and cost per acre: N/A

Provide the Federal AIP Grant Number (if applicable): N/A

State Legislators for your area:

State Senator: Uvalde Lindsey

State Representative: Charlie Collins

State Airport Aid Application – Page 3

The sponsor agrees to furnish the Arkansas Department of Aeronautics a copy of the legal instrument affecting use of the property for an airport. In application for a new landing site or expansion of existing facility, the FAA Form 7480-1, *Notice of Landing Area Proposal*, must be approved by the FAA before review for grant can be made by the State. Applications for hangar construction or renovation funds must include a signed lease agreement. This agreement must be in compliance with all FAA grant assurances. The application must be based on bids and include a calculated return on investment.

No land, hangars, or buildings purchased with State Grant funds may be sold or disposed of without State Aeronautics Commission prior approval. All requests for sale or disposal of property will be considered on an individual case basis. No hangar (funded by a grant from the Department of Aeronautics) shall be used for non-aviation purposes without State Aeronautics Commission prior approval. All requests for non-aviation use will be considered on a case-by-case basis. Failure to receive prior approval from A.D.A. concerning land and/or building use could result in the commission requesting grant refund from the Sponsor. Additionally, all hgr/building grant applications must include proof of insurance coverage.

No airport accepting State Grant funding may issue an Exclusive Rights lease.

All applications for navigational aids (such as NDB or ILS) must have FAA site approval before a state grant can be approved.

All Grant applications involving Federal Airport Improvement Program (AIP) funding must be accompanied by the approved FAA grant agreement with grant number assigned.

If this project is approved by the Arkansas Department of Aeronautics, and is accepted by the sponsor, it is agreed that all developments and construction shall meet standard FAA construction practices as outlined in the specifications of this agreement. Runways, Taxiways, Parking Ramps, etc. shall have a base and a thickness that will accommodate the weight of aircraft expected to operate at this airport.

All grant applicants (City and/or County) are totally responsible for compliance with all Federal, State, County, and City laws, Statutes, Ordinances, Rules, Regulations, and Executive Orders concerning contracts and purchases for which this grant is approved and issued.

It is understood and agreed that the sponsor shall start this project immediately upon award of grant. It is also agreed that this project shall be completed within one year from the date of acceptance of this grant by the Arkansas Department of Aeronautics. Applications for extension will be entertained if circumstances beyond the sponsor's control occur. Amendment requests are to be made only under extraordinary circumstances.

Funds will be disbursed according to Department procedures and final inspection of completed project (See payment instruction page). Payment of grant funds are contingent upon the Department's annual appropriation.

IN WITNESS WHEREOF, the sponsor has caused this Application for State Airport Aid to be duly executed in its name, this 29 day of May, 2015.

Lionel Jordan
Name of Sponsor

Authorized Signature
Mayor
Title

**CITY OF FAYETTEVILLE
Bid 15-35 - FYV TERMINAL APRON REHABILITATION
NEGOTIATED AS-BID BUDGET**

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	SS-120-3.1	Site Preparation	LS	1	\$22,000.00	\$22,000.00
2	SS-230-5.1	Concrete Pavement Removal	SY	1,900	\$36.00	\$68,400.00
3	SS-230-5.2	Undercut Excavation	CY	272	\$25.00	\$6,800.00
4	SS-230-5.3	Spall Repair	SF	3,750	\$18.00	\$67,500.00
5	SS-230-5.4a	6" Portland Cement Concrete Pavement with Reinforcement	SY	400	\$102.00	\$40,800.00
6	SS-230-5.4b	11" Portland Cement Concrete Pavement with Reinforcement	SY	1,500	\$121.00	\$181,500.00
7	SS-231-5.1	Concrete Crack and Joint Repair	LF	680	\$40.00	\$27,200.00
8	P-620-5.1a	Runway and Taxiway Painting (Yellow)	SF	3,100	\$1.00	\$3,100.00
9	P-620-5.1b	Runway and Taxiway Painting (Black)	SF	4,700	\$1.00	\$4,700.00
10	P-620-5.2	Pavement Marking Removal	SF	7,000	\$4.00	\$28,000.00

Total As-Bid Construction Cost **\$450,000.00**

ARCHITECTURAL ENGINEERING BASIC FEES

BID PACKAGE DEVELOPMENT	\$24,000.00
BIDDING SERVICES	\$6,000.00
TOTAL ARCHITECTURAL ENGINEERING FEES	\$30,000.00

PROJECT INSPECTION FEES

CONSTRUCTION PHASE SERVICES (Estimated)	\$37,000.00
CONSTRUCTION MATERIALS TESTING (Estimated)	\$3,000.00
CLOSEOUT SERVICES	\$3,000.00
TOTAL PROJECT INSPECTION FEES	\$43,000.00

TOTAL ENGINEERING AND OTHER SERVICES	\$73,000.00
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TOTAL ESTIMATED PROJECT COST	\$523,000.00
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PROJECT FUNDING (ADA 90/10 GRANT)

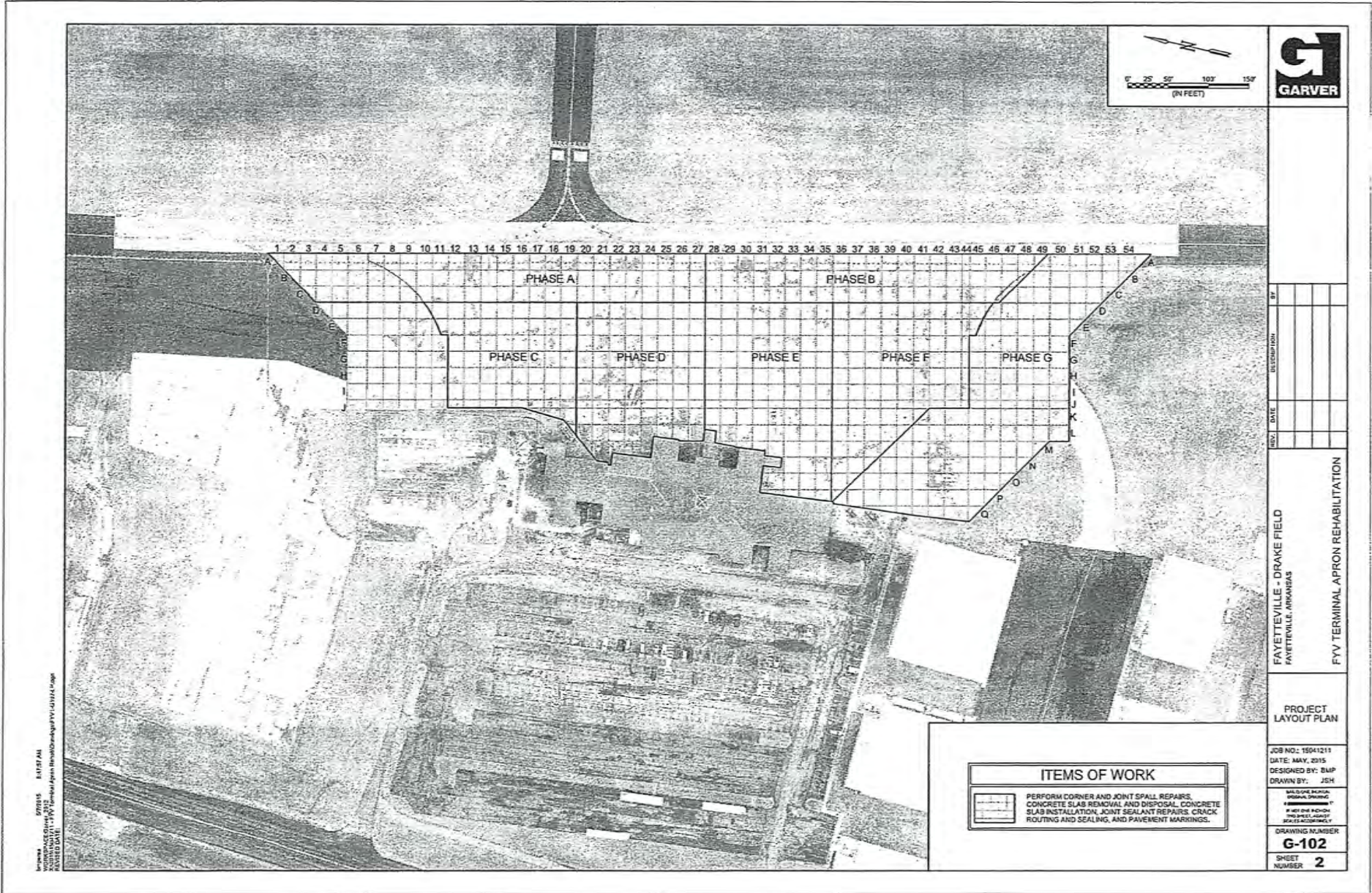
ADA (90%; \$500,000 Max)	\$470,700.00
CITY OF FAYETTEVILLE (10%)	\$52,300.00
TOTAL FUNDING	\$523,000.00



CITY OF FAYETTEVILLE
Bid 15-35 - FYV TERMINAL APRON REHABILITATION
BID TABULATION
BID OPENING: May 27, 2015; 3:00PM

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE		Tri Star Contractors, LLC		Benchmark Construction of NWA, Inc.	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
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9	P-620-5.1b	Runway and Taxiway Painting (Black)	SF	4,700	\$3.00	\$14,100.00	\$1.00	\$4,700.00	\$1.27	\$5,969.00
10	P-620-5.2	Pavement Marking Removal	SF	5,600	\$3.00	\$16,800.00	\$4.00	\$22,400.00	\$5.34	\$29,904.00
TOTALS						<u>\$477,000.00</u>		<u>\$252,500.00</u>		<u>\$259,896.00</u>





DOCUMENT 00200 – INSTRUCTIONS TO BIDDERS: (continued)

3.05 FORMS TO BE SUBMITTED:

- A. The following forms shall be completed and submitted with the Bid:
 - 1. DOCUMENT 00400 BID FORM
 - 2. Bid Security as bank cashier's check, or Bid Bond (DOCUMENT 00410)
 - 3. DOCUMENT 00430, LIST OF SUBCONTRACTORS
 - 4. STATEMENT OF DISCLOSURE

3.06 BID SECURITY:

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

DOCUMENT 00200 – INSTRUCTIONS TO BIDDERS: (continued)

3.07 SUBMISSION OF BID:

- A. Bids shall be submitted at the time and place designated in the Invitation to Bid.
- B. Bid Documents with accompanying Bid security and other required information shall be enclosed in an opaque sealed envelope marked with the following:
 - 1. Project name.
 - 2. Bid number.
 - 3. Name and address of Bidder.
 - 4. Contractor's license number (Not required for Federal Aid Projects).
- C. If the Bid is sent by mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "Sealed Bid Enclosed" on the face thereof.

3.08 MODIFICATION OR WITHDRAWAL OF BIDS:

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

ARTICLE 4 - OPENING OF BIDS

4.01 OPENING OF BIDS:

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

ARTICLE 5 - AWARD OF CONTRACT

5.01 OWNER's RIGHT TO REJECT BIDS:

- A. Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Owner also reserves the right to waive all informalities not involving price, times, or changes in the Work and to negotiate Contract terms with the Successful Bidder. (Discrepancies

DOCUMENT 00200 – INSTRUCTIONS TO BIDDERS: (continued)

between the multiplication of units of Work and Unit Prices will be resolved in favor of the Unit Prices.) Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

- B. All Bidders must agree that such rejection shall be without liability on the part of the Owner nor shall the Bidders seek recourse of any kind against the Owner because of such rejections. The filing of any Bid shall constitute an agreement of the Bidder to these conditions.

5.02 **EVALUATION OF BIDS:**

- A. In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements (and such Alternates, Unit Prices) and other data, as may be requested in the Bid Form or prior to the Notice of Award. Owner must accept Alternates in numerical order.
- B. Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations is requested per Paragraph 5.02E of this document.
- C. Owner may conduct such investigations as he deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of the Bidders, proposed Subcontractors, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- D. Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.
- E. Within 10 days after Bids are opened, and if requested by the Owner or the Engineer, the apparent Successful Bidder, and any other Bidder so requested, shall submit supplemental information including an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person, or organization, proposed by the Bidder for consideration as specified in ARTICLE 3 paragraph 3.03 above. The use of Subcontractors listed by Bidder (Document 00430) and accepted by Owner prior to the Notice of Award will be required in the performance of the Work.
- F. Within 10 days after the Bids are opened, the apparent Successful Bidder, and any other Bidder so requested, shall submit an itemized breakdown of any lump sum portion of its Bid. This breakdown must include a separate item for each major category of work and each major piece of equipment. This breakdown may or may not be reflected in subsequent time schedule submittals.
- G. The award of the Contract, if it is awarded, will be to the lowest, responsive, responsible Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interest of Project and Owner.

DOCUMENT 00200 – INSTRUCTIONS TO BIDDERS: (continued)

5.03 NOTICE OF AWARD:

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

ARTICLE 6 - SIGNING OF AGREEMENT

- 6.01 When Owner gives Notice of Award to Successful Bidder, Engineer will issue the required number of unbound, unsigned counterparts of the Agreement and other Contract Documents to Successful Bidder.
- 6.02 Within 15 days thereafter, Contractor (Successful Bidder) shall sign all copies of the Agreement leaving the dates blank, insert the properly executed Bonds, power of attorney documents, and other required documents in the appropriate places, and deliver all copies to Owner.
- 6.03 Within 10 days thereafter, Owner will execute all copies of the Agreement and insert the Date of Contract in the Agreement, Bonds, and power of attorney documents. Owner will provide the executed Contract Documents to Engineer for binding and distribution as required. Each duly executed counterpart will be accompanied by a complete set of Drawings with appropriate identification.

END OF DOCUMENT 00200

DOCUMENT 00300 – DISCLOSURE STATEMENT

**City of Fayetteville
Bid 15-35, Construction of FYV Terminal Apron Rehabilitation
Statement of Disclosure (please submit with Bid)**

ATTENTION: Please submit this form with your bid.

DISCLOSURE STATEMENT:

Bidder must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Your response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response.

This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

- ☒ 1.) NO KNOWN RELATIONSHIP EXISTS
☐ 2.) RELATIONSHIP EXISTS (Please explain)

PLEASE FILL OUT THE SECTION BELOW AND SUBMIT THIS FORM WITH YOUR BID:

- 1.) I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and
- 2.) My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

Anthony N F Goedereis II
Printed Name

Anthony N F Goedereis II
Signed

DOCUMENT 00550 - NOTICE TO PROCEED: (continued)

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DOCUMENT 00400 –BID FORM

Contract Name: FYV Terminal Apron Rehabilitation

Bid Number 15-35

BID TO:

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

BID FROM:

Bidder:

Tri Star Contractors, LLC
1910 Waukesha Rd.
Siloam Springs, AR.
72761

ARTICLE 1 - INTENT

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

ARTICLE 2 - TERMS AND CONDITIONS

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

DOCUMENT 00400 –BID FORM (continued)

ARTICLE 3 - BIDDER'S REPRESENTATIONS

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

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

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

- 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.

DOCUMENT 00400 –BID FORM (continued)

- 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.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports, and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Bidder has given 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

DOCUMENT 00400 –BID FORM (continued)

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

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

ITEM NO.	SPEC. REFERENCE	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
1	SS-120-3.1	Site Preparation	LS	1	22,000. ⁰⁰	22,000. ⁰⁰
2	SS-230-5.1	Concrete Pavement Removal	SY	800	36. ⁰⁰	28,800. ⁰⁰
3	SS-230-5.2	Undercut Excavation	CY	100	25. ⁰⁰	2,500. ⁰⁰
4	SS-230-5.3	Spall Repair	SF	3,000	18. ⁰⁰	54,000. ⁰⁰
5	SS-230-5.4a	6" Portland Cement Concrete Pavement with Reinforcement	SY	200	102. ⁰⁰	20,400. ⁰⁰
6	SS-230-5.4b	11" Portland Cement Concrete Pavement with Reinforcement	SY	600	121. ⁰⁰	72,600. ⁰⁰
7	SS-231-5.1	Concrete Crack and Joint Repair	LF	550	40. ⁰⁰	22,000. ⁰⁰
8	P-620-5.1a	Runway and Taxiway Painting (Yellow)	SF	3,100	1. ⁰⁰	3,100. ⁰⁰
9	P-620-5.1b	Runway and Taxiway Painting (Black)	SF	4,700	1. ⁰⁰	4,700. ⁰⁰
10	P-620-5.2	Pavement Marking Removal	SF	5,600	4. ⁰⁰	22,400. ⁰⁰

TOTAL AMOUNT BID \$ 252,500.⁰⁰

DOCUMENT 00400 -BID FORM (continued)

ARTICLE 5 - CONTRACT TIMES

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

ARTICLE 6 - BID CONTENT

- 6.01 The following documents are attached to and made a condition of this Bid:
- A. Required Bid security in the form of a bank cashier's check or a Bid Bond and in the amount of See attached bid bond Dollars (\$_____).
- B. A tabulation of Subcontractors and other persons and organizations required to be identified in this Bid.

ARTICLE 7 - COMMUNICATIONS

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

Tri Star Contractors, LLC
P.O. Box 219
Siloam Springs, AR. 72761
Phone No. 479-238-1088
FAX No. 479-238-0030

ARTICLE 8 - TERMINOLOGY

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

SUBMITTED on May 27, 2015.

Arkansas State Contractor License No. 0186220316.

DOCUMENT 00400 –BID FORM (continued)

If Bidder is:

An Individual

Name (type or printed): _____

By: _____ (SEAL)

(Individual's Signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX 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.: _____

DOCUMENT 00400 –BID FORM (continued)

A Corporation or LLC

Corporation Name: Tri Star Contractors, LLC (SEAL)

State of Incorporation: Arkansas

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

LLC

By: Anthony N F Goedereis II
(Signature – attach evidence of authority to sign)

Name (type or printed): Anthony N F Goedereis II

Title: President

Attest: Jaren Goedereis (CORPORATE SEAL)
(Signature of Corporate Secretary)

Business address: 1910 Waukesha Rd.

Siloam Springs, AR 72761

Phone No.: 479.238.1088 FAX No.: 479.238.0030

END OF DOCUMENT 00400

DOCUMENT 00400 –BID FORM (continued)

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BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Tri-Star Contractors, LLC as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY**, 1330 Post Oak Boulevard, Suite 1100, Houston, Tx 77056, as surety, hereinafter called the "Surety," are held and firmly bound unto City of Fayetteville, Arkansas as obligee, hereinafter called the Obligee, in the sum of Five Percent (5%) of the Amount Bid by Principal for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for FYV Terminal Apron Rehabilitation.

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 27th day of May, 2015.

Tri-Star Contractor, LLC
(Principal)

BY: Ambry N F C II

TITLE: President

SureTec Insurance Company

BY: Billy Eugene Bennett, Jr.
Billy Eugene Bennett, Jr., Attorney-in-Fact

POA #: 410021

SureTec Insurance Company LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Michael A Luttrell, Danny L Schneider, Marvin L Smith IV, Billy Eugene Bennett Jr.

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 10/31/2016 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

SURETEC INSURANCE COMPANY

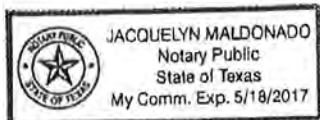
By: John Knox Jr., President

State of Texas
County of Harris

SS:



On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Jacquelyn Maldonado

Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 27th day of May, 2015, A.D.

M. Brent Beaty
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

SureTec Insurance Company

THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Terrorism Risks Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

Limitation on Bond Penalty Increase

Notwithstanding any provision in the bonds or subcontract to the contrary, the penal sum of this Bond shall automatically be adjusted to reflect the additive or deductive amounts of all change orders issued to the Subcontract; provided, however, that Obligee shall notify Surety if an individual change order increases the Subcontract Price by more than 10%, and, if at any point the aggregate amount of all change orders increases the Subcontract Price by more than 35% of the Subcontract Price, the Surety's consent shall be required to increase the penal sum of this Bond in excess of 35% of the Subcontract Price, such consent not to be unreasonably withheld. The failure to provide the required notice shall not release Surety from its obligations to the extent of the bond penalty in force prior the change that required such notice.



To All to Whom These Presents Shall Come, Greetings:

I, Charlie Daniels, Secretary of State of Arkansas, do hereby certify that the following and hereto attached instrument of writing is a true and perfect copy of

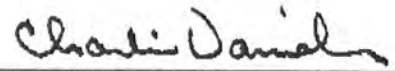
Articles of Organization
of
TRI STAR CONTRACTORS, LLC

filed in this office

October 5, 2006

In Testimony Whereof, I have hereunto set my hand and affixed my official Seal. Done at my office in the City of Little Rock, this 5th day of October 2006.




Secretary of State

The undersigned authorized manager or member or person forming this Limited Liability Company under the Small Business Entity Tax Pass Through Act, Act 1003 of 1993, adopts the following Articles of Organization of such Limited Liability Company:

First: The Name of the Limited Liability Company is:

TRI STAR CONTRACTORS, LLC

Must contain the words "Limited Liability Company," "Limited Company," or the abbreviation "L.L.C.," "L.C.," "LLC," or "LC." The word "Limited" may be abbreviated as "Ltd.," and the "Company" may be abbreviated as "Co." Companies which perform Professional Service MUST additionally contain the words "Professional Limited Liability Company," "Professional Limited Company," or the abbreviations "P.L.L.C.," "P.L.C.," "PLLC," or "PLC" and may not contain the name of the person who is not a member except that of a deceased member. The word "Limited" may be abbreviated as "Ltd." and the word "Company" may be abbreviated as "Co."

Second: Address of registered office of the Limited Liability Company which may be, but need not be, the place of business shall be:

Street Address: 133 SUNBRIDGE DRIVE

City: FAYETTEVILLE

State: AR

ZIP: 72703-

Third: The name of the registered agent and the physical business address of said agent shall be:

Name: KENNETH S. HIXSON

Street Address: 133 SUNBRIDGE DRIVE

City: FAYETTEVILLE

State: AR

ZIP: 72703-

Fourth: IF THE MANAGEMENT OF THIS COMPANY IS VESTED IN A MANAGER OR MANAGERS, A STATEMENT TO THAT EFFECT MUST BE INCLUDED IN THE SPACE PROVIDED OR BY ATTACHMENT:

N/A

The Name of the person(s) authorized to execute this document:

Name 1: NICHOLAS GOEDEREIS, II

Name 2:

Name 3:

Signature of authorized manager, member or person forming this Company:

NICHOLAS GOEDEREIS, II

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 FYV TERMINAL APRON REHABILITATION.

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

Subcontractor's Work

Subcontractor's Name
and Address

Expected Percentage
or Value

Striping

Time Striping Inc
P.O. BOX 1236
Van Buren, AR. 72957

30,200.⁰⁰

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

James N F Lewis II
Bidder's Signature

END OF DOCUMENT 00430

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DOCUMENT 00500 – AGREEMENT

BETWEEN OWNER AND CONTRACTOR

Contract Name/Title: FYV TERMINAL APRON REHABILITATION

Contract No.: _____

THIS AGREEMENT is dated as of the _____ day of _____ in the year 20_____ by and between The City of Fayetteville, Arkansas and Tri Star Contractors, LLC.
(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:

Spall repair of approximately 3,000 square feet of concrete pavement, 800 square yards of concrete pavement removal, construction of 600 square yards of 11" Portland Cement Concrete, construction of 200 square yards of 6" Portland Cement Concrete, and the installation of 7,800 square feet of pavement markings at the Fayetteville – Drake Field Airport.

ARTICLE 2 - ENGINEER

2.01 The Contract Documents have been prepared by GARVER who is here in after called Engineer. GARVER 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.

DOCUMENT 00500 – AGREEMENT (continued)

3.02 **DATES FOR SUBSTANTIAL COMPLETION AND FINAL PAYMENT:**

- A. The Work will be Substantially Completed within **60** 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 **80** calendar days after the date when the Contract Times commence to run. At the Airport's discretion, contract time may be suspended to accommodate high volumes of aircraft traffic expected at the airport.

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 Five Hundred Dollars (\$500.00) for each calendar day that expires after the time specified above in Paragraph 3.02 for Substantial Completion until the Work is Substantially Complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in Paragraph 3.02 for completion and readiness for final payment or any proper extension thereof granted by The City of Fayetteville, Contractor shall pay The City of Fayetteville Five Hundred Dollars (\$500.00) for each calendar day that expires after the time specified for completion and readiness for final payment.

ARTICLE 4 - CONTRACT PRICE

- 4.01 The CITY OF FAYETTEVILLE agrees to pay, and the CONTRACTOR agrees to accept, as full and final compensation for all work done under this agreement, the amount based on the prices bid in the Proposal (BID FORM) which is hereto attached, for the actual amount

DOCUMENT 00500 – AGREEMENT (continued)

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

DOCUMENT 00500 – AGREEMENT (continued)

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).
- 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.

DOCUMENT 00500 – AGREEMENT (continued)

- 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

DOCUMENT 00500 – AGREEMENT (continued)

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.

DOCUMENT 00500 – AGREEMENT (continued)

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:
FYV Terminal Apron Rehabilitation
8. Addenda numbers one (1) to _____ (____), inclusive.
9. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the GENERAL CONDITIONS.

ARTICLE 8 - MISCELLANEOUS

8.01 **TERMS:**

- A. Terms used in this Agreement which are defined in the GENERAL CONDITIONS shall have the meanings stated in the GENERAL CONDITIONS.

8.02 **ASSIGNMENT OF CONTRACT:**

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

8.03 **SUCCESSORS AND ASSIGNS:**

- A. The City of Fayetteville and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

DOCUMENT 00500 – AGREEMENT (continued)

8.04 **SEVERABILITY:**

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

8.05 **FREEDOM OF INFORMATION ACT:**

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

8.06 **MATERIALMEN'S 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 a bond in a sum equal to the amount of this contract. Any subcontractor or materials supplier may bring an action for non-payment of labor or materials on the bond. The Contractor promises to notify every subcontractor and materials supplier for this project of this paragraph and obtain their written acknowledgement of such notice prior to commencement of the work of the subcontractor or materials supplier.

OTHER PROVISIONS: Not Applicable.

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 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 _____, 20__, which is the Effective Date of the Agreement.

CONTRACTOR _____ CITY OF FAYETTEVILLE _____

Tri Star Contractors, LLC _____

By: Anthony NF Green II By: _____

Title: President Title: _____

(SEAL)

(SEAL)

Attest Jamun Gooden
Address for giving notices

Attest _____
Address for giving notices

DOCUMENT 00500 – AGREEMENT (continued)

1910 Waukesha Rd.

Siloam Springs, AR 72761

License No. 0186220316

Agent for Service of process

Jay Williams

(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

DOCUMENT 00550 – NOTICE TO PROCEED

TO: _____ (Contractor)

Contract Name/Title: **FYV Terminal Apron Rehabilitation**

Contract No: _____

Owner: City of Fayetteville, Arkansas

You are notified that the Contract Time(s) under the above Contract will commence to run on _____, 20_____. 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 _____, 20_____ and _____, 20_____, 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 insured(s) 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.

SECTION 00550 - NOTICE TO PROCEED: CONTINUED

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

Dated this _____ day of _____, 20_____.

OWNER

City of Fayetteville

By _____

Title _____

ACCEPTANCE OF NOTICE TO PROCEED

CONTRACTOR

By _____

Title _____

Date _____, 20_____

Copy to Engineer

(Use Certified Mail,

Return Receipt Requested)

END OF DOCUMENT 00550

DOCUMENT 00610 – PERFORMANCE BOND:

Bond # 4401215

KNOW ALL MEN BY THESE PRESENTS: that

Tri-Star Contractors, LLC

1910 Waukesha

Siloam Springs, AR 72761

as Principal, hereinafter called Contractor, and

SureTec Insurance Company

5741 Legacy Drive, #210

Lano, TX 75024

as Surety, hereinafter called Surety, are held and firmly bound unto

City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

as Oblige, hereinafter called Owner, in the amount of Two Hundred Fifty Two Thousand Five Hundred Doll
(\$ 252,500.00), 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 **FYV TERMINAL APRON REHABILITATION** 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

DOCUMENT 00610 – PERFORMANCE BOND: (continued)

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

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

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

Signed and sealed this _____ day of _____ 20__.

CONTRACTOR

(CORPORATE SEAL)

Tri-Star Contractor, LLC

By Anthony NF Goedereis II

Anthony NF Goedereis II

DOCUMENT 00610 – PERFORMANCE BOND: (continued)

SURETY

COUNTERSIGNED: Resident Agent

State of Arkansas

SureTec Insurance Company

Walker Brothers Insurance

By

ANG

By

Billy Eugene Bennett Jr.

ATTORNEY-IN-FACT

(CORPORATE SEAL)

Billy Eugene Bennett, Jr.

Billy Eugene Bennett Jr.

(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:

Bond # 4401215

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

Tri-Star Contractors, LLC

1910 Waukesha

Siloam Springs, AR 72761

as Principal, hereinafter called Contractor, and

SureTec Insurance Company

5741 Legacy Drive, #210

as Surety, hereinafter called Surety, are held and firmly bound unto

City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

as Oblige, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of Two Hundred Fifty Two Thousand Five Hundred no/100 Dollars (\$ 252,500.00), 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 **FYV TERMINAL APRON REHABILITATION** 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:

DOCUMENT 00611 – LABOR AND MATERIAL PAYMENT BOND: (continued)

- 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.

DOCUMENT 00611 – LABOR AND MATERIAL PAYMENT BOND: (continued)

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)

Tri-Star Contractors, LLC

By Anthony NF C II

Anthony NF Goodridge II

SURETY

COUNTERSIGNED: Resident Agent

State of Arkansas

SureTec Insurance Company

By _____

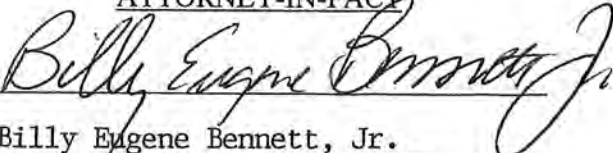
Walker Brothers Insurance

By Billy Eugene Bennett Jr.

DOCUMENT 00611 – LABOR AND MATERIAL PAYMENT BOND: (continued)

ATTORNEY-IN-FACT

(CORPORATE SEAL)



Billy Eugene Bennett, Jr.

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

Approved as to Form:

Attorney for _____

END OF DOCUMENT 00611

SureTec Insurance Company

THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Tentative Agenda
Page 151 of 430

Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Michael A Luttrell, Danny L Schneider, Marvin L Smith IV, Billy Eugene Bennett Jr.

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 10/31/2016 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

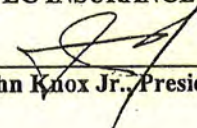
Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

SURETEC INSURANCE COMPANY

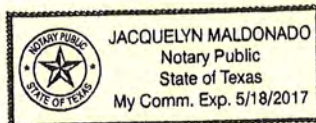
By: 
John Knox Jr., President

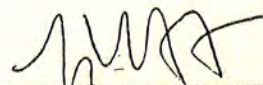


State of Texas
County of Harris

SS:

On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

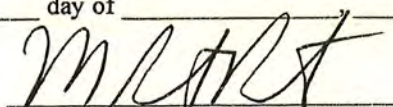




Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this _____ day of _____, A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

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This document is based upon Engineers Joint Contract Documents Committee “Standard General Conditions of the Construction Contract,” with modifications.

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 CONTRACT DOCUMENTS:

- A. 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.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

10. “Contract Times” - the number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by Engineer’s written recommendations of final payment.
11. “Contractor” - the person, firm or corporation with whom Owner has entered into the Agreement.
12. “Date of Contract”, “Effective Date of the Agreement” - the date 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.
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.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

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

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

41. “Substantial Completion” - the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer as evidenced by his definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be used for the purposes for which it was intended.
42. “Supplementary Conditions” – part of the Contract Documents which amends and/or supplements these General Conditions.
43. “Supplier” - a manufacturer, fabricator, supplier, distributor, material man, or vendor.
44. “Underground Facilities” - all pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems, or water.
45. “Unit Price Work” - Work to be paid on the basis of Unit Prices.
46. “Work” - the entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, the furnishing of Bonds and insurance, furnishing labor, and furnishing and incorporating Materials and Equipment into the construction, all as required by the Contract Documents.
47. “Work Change Directive” - a written directive to Contractor, issued on or after the effective Date of the Agreement and signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in Article 4 or to emergencies under Paragraph 6.13. A Work Change Directive will not change the Contract Price or the Contract Times, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times as provided in Paragraph 10.01B.
48. “Written Amendment” - a written amendment to the Contract Documents, signed by Owner and Contractor on or after the Effective Date of the Agreement, and normally dealing with the nonengineering or nontechnical rather than strictly Work-related aspects of the Contract Documents.
49. “Year 2000 Compliance” or “Year 2000 Compliant” – means that equipment, devices, items, systems, software, hardware, and firmware included in the Work or used to produce the Work shall properly, appropriately, and consistently function and accurately process date and time data (including without limitation: calculating, comparing, and sequencing) on and after December 31, 1999, including leap year calculations.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

1.03 TERMINOLOGY:

- A. Whenever used in these General Conditions or elsewhere in the Contract Documents, the following terminology shall have the intent and meaning specified below:
1. The words “as indicated” refer to the Drawings and “as specified” refer to the remaining Contract Documents.
 2. The terms “responsible” or “responsibility” mean that the party to which the term applies shall assume all responsibilities thereto.
 3. The term “approve”, when used in response to Submittals, requests, applications, inquiries, reports and claims by Contractor, will be held to limitations of Engineer’s responsibilities and duties or specified in these General Conditions. In no case will “approval” by Engineer be interpreted as a release of Contractor from responsibilities to fulfill requirements of Contract Documents.
 4. When applied to Equipment and Materials, the words “furnish”, “install”, and “provide” shall mean the following:
 - a. The word “provide” shall mean to furnish, pay for, deliver, assemble, install, adjust, clean and otherwise make Materials and Equipment fit for their intended use.
 - b. The word “furnish” shall mean to secure, pay for, deliver to Site, unload and uncrate Equipment and Materials.
 - c. The word “install” shall mean to assemble, place in position, incorporate in the Work, adjust, clean, and make fit for use.
 - d. The phrase “furnish and install” shall be equivalent to the word “provide.”
 5. The word “day” shall constitute a calendar day of twenty-four hours measured from midnight to the next midnight.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 DELIVERY OF BONDS:

- A. When Contractor delivers the executed Agreements to Owner, Contractor shall also deliver to Owner such 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 within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the 105th day after the day of Bid opening or the 30th day after the Effective Date of the Agreement, whichever date is earlier.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

2.04 STARTING THE PROJECT:

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run, but no Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 BEFORE STARTING CONSTRUCTION:

- A. Before starting construction and undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby; however, Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, or discrepancy in the Contract Documents, unless Contractor had actual knowledge thereof or should reasonably have known thereof.
- B. Within 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 the Specifications. 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

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the Law of the place of the Project.

- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, Materials, or Equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for, at no additional cost to the Owner.
 - 1. When words which have a well-known technical or trade meaning are used to describe Work, Materials, or Equipment, such words shall be interpreted in accordance with that meaning.
 - 2. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual, or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of Owner, Contractor, or Engineer, or any of their consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Engineer, or any of Engineer's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of the Contract Documents.
 - 3. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Paragraph 9.04.
- C. If, during the performance of the Work, Contractor finds a conflict, error, or discrepancy in the Contract Documents, Contractor shall so report to Engineer in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from Engineer, however, Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof or should reasonably have known thereof.
- D. Applicable codes and standards referenced in these Contract Documents establish minimum requirements for Equipment, Materials, and Work and are superseded by more stringent requirements of Contract Documents when and where they occur.
- E. The Specifications are separated into Divisions and Sections for convenience in defining the Work. Contract Drawings are separated according to engineering disciplines and other classifications. This sectionalizing and the arrangement of Contract Drawings shall not control the Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

3.02 AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS:

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:
 - 1. A formal Written Amendment.
 - 2. A Change Order (pursuant to Paragraph 10.01D).
- B. As indicated in Paragraphs 11.01B and 12.01A, Contract Price and Contract Times may only be changed by a Change Order or Written Amendment.
- C. In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in the following way:
 - 1. A Field Order (pursuant to Paragraph 9.05).
 - 2. Engineer's written interpretation or clarification (pursuant to Paragraph 9.04).

3.03 OWNERSHIP AND REUSE OF DOCUMENTS:

- A. All Contract Documents and copies thereof furnished by Engineer shall be the property of the Owner.
- B. Neither Contractor nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with Owner shall have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer; and they shall not reuse any of the documents on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 AVAILABILITY OF LANDS:

- A. Owner shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of Contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by Owner, unless otherwise provided in the Contract Documents.
- B. If Contractor believes that any delay in Owner's furnishing these lands, rights-of-way, or easements entitles Contractor to an extension of the Contract Times, Contractor may make a claim therefor as provided in Article 12.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.
- D. Contractor shall confine his operations to the construction limits indicated.

4.02 UNFORESEEN SUBSURFACE CONDITIONS:

- A. Contractor shall promptly notify Engineer in writing of any subsurface or latent physical conditions encountered at the Site which differ materially from those

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

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

- B. Engineer will promptly investigate those conditions and advise Owner if further surveys or subsurface tests are necessary. Promptly thereafter, Engineer will obtain the necessary additional surveys and tests and furnish copies of results to Contractor and Owner.
- C. If Engineer and Owner find that the subsurface or latent physical conditions encountered at the Site differ materially from those specified or indicated, or which could have been reasonably interpreted from examination of the Site and available subsurface information at the time of bidding, then a Change Order will be issued by the Owner incorporating the necessary revisions.

4.03 PHYSICAL CONDITIONS - UNDERGROUND FACILITIES:

- A. Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided:
 - 1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and,
 - 2. Contractor shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof as provided in Paragraph 6.12 and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.
- B. Not Shown or Indicated: If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated in the Contract Documents and which Contractor could not reasonably have been expected to be aware of, Contractor shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency as permitted by Paragraph 6.13), identify the owner of such Underground Facility and give written notice thereof to that owner and Engineer. Engineer will promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility as provided in Paragraph 6.12. Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and which Contractor could not reasonably have been expected to be aware of. If the parties are unable to agree as to the amount or length thereof, Contractor may make a claim therefor as provided in Articles 11 and 12.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

4.04 REFERENCE POINTS:

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

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

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

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

- therefor as provided in Articles 11 and 12. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- D. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, Engineer, Engineer's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages arising out of or resulting from such hazardous condition, provided that: (i) any such claim, cost, loss or damage 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 (ii) nothing in this subparagraph 4.05D shall obligate Owner to indemnify any person or entity from and against the consequences of that person's or entity's own negligence.
- E. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner, Engineer, Engineer's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages arising out of or relating to such hazardous condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this subparagraph 4.05E shall obligate Contractor to indemnify any person or entity from and against the consequences of that person's or entity's own negligence.
- F. The provisions of Paragraphs 4.02 and 4.03 are not intended to apply to Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 PERFORMANCE AND OTHER BONDS:

- A. Contractor shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. These Bonds shall remain in effect at least until two years after the date when final payment is approved by Owner, except as otherwise provided by Law or Regulation or by the Contract Documents. Contractor shall also furnish such other Bonds as are required by the Contract Documents. All Bonds shall be in the forms prescribed by Law or Regulation or by the Contract Documents and be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds shall be signed by an Arkansas Agent.
- B. The Bonds shall be automatically increased in amount and extended in time without formal and separate amendments to cover full and faithful performance of the Contract in the event of Change Orders, regardless of the amount of time or money involved. It is Contractor's responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price or Contract Times.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

- 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.

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)

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

	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

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

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

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

- 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 Contract.
 3. This insurance shall be in an amount not less than 100% of the manufactured or fabricated value of items exposed to risk in transit at any one time.
 4. This insurance shall contain a waiver of rights of subrogation the insurer may have or acquire against Engineer.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

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

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

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.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

- 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: Not Applicable.

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

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

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.
 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

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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.

- 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.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

- 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

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

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. 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. Any fees for permits acquired by the City will be waived; however, the actual permit process itself is not waived

6.08 LAWS AND REGULATIONS:

- A. Contractor shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor observes that the Specifications or Drawings are at variance with any Laws or Regulations, Contractor shall give Engineer prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in Paragraph 3.02. If Contractor performs any Work knowing or having reason to know that it is contrary to such Laws or Regulations, and without such notice to Engineer, Contractor shall bear all costs arising therefrom; however, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with such Laws and Regulations.

6.09 TAXES:

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid or withheld by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.10 USE OF PREMISES:

- A. Contractor shall confine construction equipment, the storage of Equipment and Materials, and the operations of workers to the Project Site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits, and easements, and shall not unreasonably encumber the premises with construction equipment or other equipment and materials. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against Owner or Engineer by any such owner or occupant because of the performance of the Work, Contractor shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at Law. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold Owner and Engineer harmless from and against all claims, damages, losses,

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

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

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

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

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

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

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

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.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

- C. If any part of Contractor's Work depends for proper execution or results upon the work of any such other contractor or utility owner or Owner, Contractor shall inspect and promptly report to Engineer in writing any delays, defects, or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure so to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work except for latent or nonapparent defects and deficiencies in the other work.

7.02 COORDINATION:

- A. If Owner contracts with others for the performance of other work on the Project at the Site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the General Requirements, and the specific matters to be covered by such authority and responsibility will be itemized, and the extent of such authority and responsibilities will be provided.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 COMMUNICATIONS:

- A. Owner shall issue all communications to Contractor through Engineer.

8.02 CHANGE OF ENGINEER :

- A. In case of termination of the employment of Engineer, Owner shall appoint 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.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

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.

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.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

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.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

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

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

- 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).
- 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;

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

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).

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

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.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

- 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, expeditors, timekeepers, clerks, and other personnel employed by Contractor whether at the Site or in Contractor's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.02A.1 or specifically covered by Paragraph 11.02A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
 - 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 - 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work, and charges against Contractor for delinquent payments.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

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.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

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.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

- 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.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

- 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

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

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.

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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. 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

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

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

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

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

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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 90% 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. When the amount retained by Owner becomes equal to 5% of the Contract Price, the remaining progress payments will be made in full, provided Contractor's performance is satisfactory in the opinions of Engineer and Owner.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

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

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

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

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

- 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

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

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

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

- 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

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

to be due, then Contractor may, upon ten days' written notice to Owner and Engineer, terminate the Agreement and recover from Owner payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if Engineer has failed to act on an Application for Payment or Owner has failed to make any payment as aforesaid, Contractor may upon ten days' written notice to Owner and Engineer stop the Work until payment of all amounts then due. The provisions of this Paragraph shall not relieve Contractor of the obligations under Paragraph 6.15 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with Owner.

ARTICLE 16 - RESOLUTION OF DISPUTES

16.01 RESOLUTION OF CLAIMS AND DISPUTES

- A. Contractor's claims against Owner will be reviewed by Engineer, who shall take one or more of the following actions within ten (10) days after receipt of a claim:
 - 1. Request additional supporting data from the claimant;
 - 2. Submit a schedule to Contractor indicating reasonable time within which Engineer expects to take action;
 - 3. Reject the Claim in whole or in part, stating reasons for rejection;
 - 4. Recommend approval of the claim; or
 - 5. Suggest a compromise.
- B. Owner's claims against Contractor will be reviewed by Contractor who shall take one or more of the following actions within ten (10) days after receipt of the Claim:
 - 1. Request additional supporting data from Engineer;
 - 2. Submit a schedule to the Engineer indicating a reasonable time within which Contractor expects to take action;
 - 3. Deny the claim in whole or in part, stating reasons for denial;
 - 4. Recommend approval of the claim; or
 - 5. Suggest a compromise.
- C. If a claim has been resolved, the Owner will prepare or obtain appropriate documentation.
- D. If a claim has been denied or if no action has been taken in the manner provided in Paragraphs 16.01A or 16.01B, then the claimant, within ten (10) days thereafter, may notify the Owner, the other party, and Contractor's surety that Engineer and Contractor have been unable to resolve the claim. In that event, the Owner, pursuant to Paragraph 16.01E shall review the claim and make a decision on the claim.
- E. If a claim is presented to the Owner, then the Owner shall review the claim and make a decision within fourteen (14) days.
- F. Disputes that cannot be settled through negotiation or the procedures in Paragraphs 16.01A through 16.01E above, shall be settled as mutually agreed or in a court of competent jurisdiction within the State of Arkansas.
- G. Arbitration shall not be used in the settlement of disputes.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

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.

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 ARKANSAS PREVAILING WAGE.

- A. The Arkansas Prevailing Wage Law does apply to this contract.
- B. A copy of the letter with the prevailing wage rates from the Arkansas Department of Labor is included in this section. Compliance with the provisions of this letter is required during prosecution of the project.

1.03 TRENCH AND EXCAVATION SAFETY

- A. Compliance with the provisions of 29 CFR Subpart P, OSHA Standard for Excavation and Trenches Safety System is not required during prosecution of the project.

DOCUMENT 00800 – SUPPLEMENTARY CONDITIONS (continued)

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STATE OF ARKANSAS
ARKANSAS DEPARTMENT OF LABOR
PREVAILING WAGE DIVISION

10421 WEST MARKHAM • LITTLE ROCK, AR 72205-2190
Phone: 501-682-4536 Fax: 501-682-4508 TRS: 800-285-1131

April 28, 2015

Ben Perea
Garver Engineers L.L.C.
2049 E Joyce Blvd, Suite 400
Fayetteville, AR 72703

Re: FYV TERMINAL APRON REHAB
FAYETTEVILLE MINICIPAL AIRPORT
FAYETTEVILLE, ARKANSAS
WASHINGTON COUNTY

Dear Mr. Perea:

In response to your request, enclosed is Arkansas Prevailing Wage Determination Number **14-548** establishing the minimum wage rates to be paid on the above-referenced project. These rates were established pursuant to the Arkansas Prevailing Wage Law, Ark. Code Ann. §§ 22-9-301 to 22-9-315 and the administrative regulations promulgated thereunder.

If the work is subject to the Arkansas Prevailing Wage Law, every specification shall include minimum prevailing wage rates for each craft or type of worker as determined by the Arkansas Department of Labor Ark. Code Ann. § 22-9-308 (b) (2). Also, the public body awarding the contract shall cause to be inserted in the contract a stipulation to the effect that not less than the prevailing hourly rate of wages shall be paid to all workers performing work under the contract. Ark. Code Ann. § 22-9-308 (c).

Additionally, the scale of wages shall be posted by the contractor in a prominent and easily accessible place at the work site. Ark. Code Ann. § 22-9-309 (a).

Also enclosed is a "**Statement of Intent to Pay Prevailing Wages**" form that should be put in your specifications along with the wage determination. The General/Prime Contractor is responsible for getting this form filled out and returned to this office within 30 days of the Notice to Proceed for this project.

When you issue the Notice to Proceed for this project, please send a copy of the notice to my office.

If you have any questions, please call me at (501) 682-4536 or fax (501) 682-4508.

Sincerely,

A handwritten signature in cursive script that reads "Lorna Kay Smith".

Lorna K. Smith
Prevailing Wage Division

Enclosures

Arkansas Department of Labor Prevailing Wage DeterminationTentative Agenda
Page 210 of 430**Date:** 4/28/2015**Determination #:** 14-548**Expires:** 10/28/2015**Project:** FYV Terminal Apron Rehab**Site:** Fayetteville Minicipal Airport**City:** Fayetteville, Arkansas**Project County:** Washington**Survey#:** 714-AH05**COUNTY(S)** **Group**
Washington 5**CLASSIFICATION****Basic Hourly Rate****Fringe Benefits**

Bricklayer/Pointer, Cleaner, Caulker, Stone Mason	\$11.45	\$1.92
Carpenter	\$16.80	\$1.95
Concrete Finisher/Cement Mason	\$15.20	\$0.45
Electrician/Alarm Installer	\$21.30	\$7.81
Ironworker (Including Reinforcing Work)	\$16.30	
Laborer	\$12.20	\$0.60
Pipelayer	\$11.80	\$2.61
Asphalt Paving Machine	\$11.45	\$1.92
Backhoe - Rubber Tired (1 yard or less)	\$15.75	\$1.05
Crane, Derrick, Dragline, Shovel & Backhoe, 1.5 yards or less	\$14.90	
Crane, Derrick, Dragline, Shovel & Backhoe, over 1.5 yards	\$14.90	
Distributor	\$11.45	\$1.92
End Dump (Dump Truck)	\$13.85	
Front End Loader, finish	\$13.70	
Front End Loader, rough	\$14.35	\$0.59
Mechanic	\$14.70	
Roller	\$11.45	\$1.92
Scraper	\$11.45	\$1.92
Motor Patrol	\$11.45	\$1.92
Bulldozer	\$14.60	
Excavator/Trackhoe	\$14.85	\$4.40
Truck Driver (Excludes Dump Truck)	\$12.85	

Welders-receive rate prescribed for craft performing operation to which welding is incidental.

Certified 7/1/2014

Classifications that are required, but not listed above, must be requested in writing from the Arkansas Department of Labor, Prevailing Wage Division. Please call (501) 682-4536 for a request form.

STATEMENT OF INTENT TO PAY PREVAILING WAGES

PROJECT: **FYV TERMINAL APRON REHAB
FAYETTEVILLE MINICIPAL AIRPORT
FAYETTEVILLE, ARKANSAS
WASHINGTON COUNTY**

This is to certify that we, the following listed contractors, are aware of the wage requirements of the Arkansas Prevailing Wage Law and by signature below indicate our intent to pay no less than the rates established by **Arkansas Prevailing Wage Determination Number 14-548** for work performed on the above noted public project. I understand that contractors who violate prevailing wage laws, i.e., incorrect classification/scope of work of workers, improper payments of prevailing wages, etc., are subject to fines and will be required to pay back wages due to workers.

Business Name	Address	Phone#	Signature and Title of Business Official
General/Prime Contractor			
Electrical Subcontractor			
Mechanical Subcontractor			
Plumbing Subcontractor			
Roofing/ Sheet Metal Subcontractor			

THE GENERAL/PRIME CONTRACTOR IS RESPONSIBLE FOR GETTING THIS FORM FILLED OUT AND RETURNING IT TO THE ARKANSAS DEPARTMENT OF LABOR **WITHIN 30 DAYS OF THE NOTICE TO PROCEED** FOR THIS PROJECT. RETURN COMPLETED FORM TO THE ARKANSAS DEPARTMENT OF LABOR, PREVAILING WAGE DIVISION, 10421 W. MARKHAM, LITTLE ROCK, ARKANSAS, 72205.

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: FYV Terminal Apron Rehabilitation
 - 2. Location: Fayetteville, Arkansas.
- C. Engineer: The Contract Documents were prepared by GARVER. GARVER Fayetteville Office address and contact numbers are 2049 E. Joyce Blvd., Suite 400, Fayetteville, Arkansas, 72703, telephone 479-527-9100, fax 479-527-9101.

1.02 PROJECT DESCRIPTION:

Project includes but is not limited to spall repair of approximately 3,000 square feet of concrete pavement, 800 square yards of concrete pavement removal, construction of 600 square yards of 11" Portland Cement Concrete, construction of 200 square yards of 6" Portland Cement Concrete, and the installation of 7,800 square feet of pavement markings at the Fayetteville – Drake Field Airport.

1.03 WORK BY OTHERS:

- A. Work Under Other Contracts: None.
- B. Work by Owner: None.
- C. Other Activities: None.

1.04 CONTRACTOR'S USE OF PREMISES:

- A. Exclusive Use: During the construction period, Contractor shall have full use of the premises for execution of the Work. Use of premises is limited only by Owner's right to perform duties and functions as stated in the GENERAL CONDITIONS and in this Section.

1.05 OWNER'S USE OF PREMISES:

- A. Partial Owner Occupancy: The Owner reserves the right to occupy completed areas of the contract, prior to Substantial Completion provided that such occupancy does not interfere with completion of the Work. Such partial occupancy shall not constitute acceptance of the total Work.

SECTION 01110 – SUMMARY OF WORK (continued)

1.06 WORK SEQUENCE:

- A. General: Construction sequence shall be determined by Contractor subject to Owner's need for continuous operation of existing facilities, and subject to the requirements as indicated or specified.
- B. Continuous Service of Existing Facilities: Exercise caution and schedule operations to ensure that functioning of present facilities will not be disrupted. Shutdown of Owner's operating facilities to perform the Work shall be held to a minimum length of time and shall be coordinated with Owner who shall have control over the timing and schedules of such shutdowns.

1.07 PREORDERED EQUIPMENT AND MATERIALS:

None.

1.08 MEASUREMENT AND PAYMENT:

- A. Unit Price Contracts: All Work indicated on the Contract Drawings and specified in the Contract Documents shall be included in the "Unit Price Schedule" in the Agreement. A Unit Price is an amount proposed by Contractor and stated in the Agreement as a price per unit of measurement for materials or services.
- B. Specific Items: Measurement and payment of specific items shall be as specified in each applicable Section of the TECHNICAL SPECIFICATIONS.

1.09 COPIES OF DOCUMENTS:

- A. Furnished Copies: After execution of Agreement, Contractor will be furnished at no cost, a maximum of three (3) sets of Contract Documents consisting of 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:

FYV Terminal Apron Rehabilitation

1.11 SCHEDULE OF OWNER-SUPPLIED EQUIPMENT AND MATERIALS:

None.

PART 2 - PRODUCTS – NOT APPLICABLE.

PART 3 - EXECUTION – NOT APPLICABLE.

END OF SECTION 01110

SECTION 01250-CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Minor changes in the Work.
 - 2. Proposal request.
 - 3. Work Change Directive.
- B. Related Sections:
 - 1. DOCUMENT 00700 – GENERAL CONDITIONS.
 - 2. Supplementary Conditions.

1.02 MINOR CHANGES IN THE WORK

- A. Engineer will advise Contractor of minor changes in Work not involving an adjustment to Contract Price or Contract Times as authorized by the DOCUMENT 00700 – GENERAL CONDITIONS, Subparagraph 9.05 by issuing Field Orders.

1.03 PROPOSAL REQUEST

- A. Owner-Initiated Proposal Requests:
 - 1. ENGINEER may issue a Proposal Request, including detailed descriptions of proposed changes in the Work that may require adjustment to the Contract Price or the Contract Time.
 - a. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - b. Proposal Requests issued by ENGINEER are for information only. Do not consider them instructions either to stop Work in progress or to execute the proposed change.
 - 2. CONTRACTOR shall submit cost proposal, including any request for an extension in Contract Times, within 14 days of receipt of Proposal Request.
 - 3. In order to facilitate checking of CONTRACTOR's proposals for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of cost including labor, materials, and Subcontracts. Labor and materials shall be itemized in a manner acceptable to the Engineer. Where major cost items are Subcontracts, they shall be itemized also. Document each proposal for a change in cost or time with sufficient data to support computations, including the following:
 - a. Include list of quantities of Products, labor, and equipment required or eliminated and unit costs, with total amount of purchases and credits to be made.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Indicate amounts for insurance and bonds.
 - d. Indicate amounts for Contractor's overhead and profit.
 - e. Include justification for any change in Contract Time.
 - f. Include credit for deletions from Contract, similarity documented.
 - g. Include an updated Contractor's Construction Schedule that indicates the

SECTION 01250- CONTRACT MODIFICATION PROCEDURES (continued)

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.

SECTION 01270 – UNIT PRICES (continued)

1.04 **DESCRIPTION OF UNIT PRICES**

Measurement and Payment of specific items shall be as specified in each applicable section of the TECHNICAL SPECIFICATIONS.

PART 2 - PART 2 – PRODUCTS

NOT USED

PART 3 - PART 3 – EXECUTION

NOT USED

END OF SECTION 01270

SECTION 01290 – PAYMENT PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Schedule of values.
 - 2. Applications for payment.
- B. Related Sections:
 - 1. DOCUMENT 00700 – GENERAL CONDITIONS.
 - 2. DOCUMENT 00800 – SUPPLEMENTARY CONDITIONS.

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 CONDITIONS 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.

SECTION 01290 – PAYMENT PROCEDURES (continued)

- 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

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 SECTION 01321 SCHEDULE.
- C. Related Work Specified Elsewhere:
 - 1. For Schedules: SECTION 01321.
 - 2. For Submittal Requirements: SECTION 01330.

1.02 PROJECT MEETINGS:

- A. Preconstruction Conference:
 - 1. Engineer will conduct a meeting within 20 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.

SECTION 01320 – PROJECT MEETINGS, SCHEDULES, AND REPORTS (continued)

- j. Temporary utilities.
 - k. Safety and first-aid.
 - l. Security.
 - m. Requirements for start-up of equipment.
 - n. Inspection and acceptance of equipment put into service during construction period.
 - o. Distribution of Contract Documents
- 4. Location of Meeting: At or near the Project Site.
- 5. Reporting:
 - a. Within 7 working days after the meeting, Engineer will prepare and distribute minutes of the meeting to Owner and Contractor.
 - b. Contractor shall provide copies to Subcontractors and major Suppliers.
- B. Progress Meetings:
 - 1. Engineer shall schedule and conduct meetings as deemed necessary by the Owner. Representatives of the Engineer, Resident Project Representative, and Contractor shall be present at each meeting. With Engineer's concurrence, Contractor may request attendance by representatives of Subcontractors, Suppliers, or other entities concerned with current program or involved with planning, coordination, or performance of future activities. All participants in the meeting shall be familiar with the Project and authorized to conclude matters relating to the Work.
 - a. Contractor and each Subcontractor represented shall be prepared to discuss the current construction progress report and any anticipated future changes to the schedule.
 - 2. Location of Meetings: At or near Project Site.
 - 3. Reporting:
 - a. Within 7 working days after each meeting, Engineer shall prepare and distribute minutes of the meeting to Owner and Contractor.
 - b. Contractor shall distribute copies to principle Subcontractors and Suppliers.

PART 2 - PRODUCTS – Not Applicable.

PART 3 - EXECUTION – Not Applicable.

END OF SECTION 01320

SECTION 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.

SECTION 01420 – DEFINITIONS AND STANDARDS (continued)

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.

SECTION 01420 – DEFINITIONS AND STANDARDS (continued)

5. Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to that entity's construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - a. Where copies of standards are needed for performance of a required construction activity, Contractor shall obtain copies directly from the publication source.
- B. Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. Where such acronyms or abbreviations are used in the Specifications or other Contract Documents, they mean the recognized name of the trade association, standards generating organization, authority having jurisdiction, or other entity applicable to the context of the text provision.

PART 2 - PRODUCTS – Not Applicable.

PART 3 - EXECUTION – Not Applicable.

END OF SECTION 01420

SECTION 01420 – DEFINITIONS AND STANDARDS (continued)

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SECTION 01530 – TEMPORARY BARRIERS AND CONTROLS

PART 1 - GENERAL

1.01 SUMMARY:

- A. This Section includes General Requirements for:
 - 1. Safety and protection of Work.
 - 2. Safety and protection of existing property.
 - 3. Barriers.
 - 4. Security.
 - 5. Environmental controls.
 - 6. Access roads and parking areas.
 - 7. Traffic control and use of roadways.
 - 8. Railroad service.
- B. Related Work Specified Elsewhere:
 - 1. Temporary Utilities and Facilities: SECTION 01560.

PART 2 - PRODUCTS – Not Applicable.

PART 3 - EXECUTION

3.01 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.

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 found in the plans.
 - 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.

SECTION 01530 – TEMPORARY BARRIERS AND CONTROLS (continued)

5. Repair damage caused by installation and restore area to original or better condition. Clean the area.

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.
- 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. 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 neatly organized.
 - 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. Any dumpster or roll off container used on site shall be procured/rented through the City of Fayetteville Recycling and Trash Collection (Phone# 479-575-8398). No third party dumpsters or roll off containers will be allowed on site other than those acquired from the City.
 3. Prohibit overloading of trucks to prevent spillages on access and haul routes. Provide periodic inspection of traffic areas to enforce requirements.
 4. Final cleanup is specified in SECTION 01780 - CONTRACT CLOSEOUT.

SECTION 01530 – TEMPORARY BARRIERS AND CONTROLS (continued)

- 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.
 - 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.

END OF SECTION 01530

SECTION 01530 – TEMPORARY BARRIERS AND CONTROLS (continued)

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ITEM SS-101 SAFETY PLAN COMPLIANCE DOCUMENT (SPCD)

DESCRIPTION

101-1.1 The Contractor shall thoroughly review the approved Construction Safety and Phasing Plan (CSPP) and shall comply with approved CSPP. The Contractor shall certify such compliance by completing the attached SPCD and submitting to the Engineer for approval.

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Contractor Safety Plan Compliance Documents

Owner Name: City of Fayetteville

Airport: Fayetteville – Drake Field

Project Description: FYY Terminal Apron Rehabilitation

Contractor: _____

Each item listed below corresponds to a specific section of the approved CSPP. The Contractor shall certify that he/she will comply with each section of the approved CSPP. Each certified section with a "no" response must be fully explained in an attachment to the SPCD. The document shall be signed and dated by a principle or owner in the Contractor's company. All other requested information shall be completed by the Contractor and submitted to the Engineer for approval as part of the SPCD.

1. **Section 1 - Correspondence:** This project shall be completed in accordance with Section 1 "Coordination" of the approved Construction Safety Plan Compliance Document.

Owner:	
Contact:	Phone:
Engineer:	
Project Manager:	Phone:
Project Engineer:	Phone:
Construction Observer:	Phone:
Materials Testing:	Phone:
Contractor:	
Project Manager:	Phone:
Superintendent:	Phone:
Subcontractors:	Phone:

Yes _____ No _____

2. **Section 2 - Phasing:** This project shall be completed in accordance with Section 2 "Phasing" of the approved Construction Safety Plan Compliance Document.

Yes _____ No _____

3. **Section 3 – Areas of Operations Affected by Construction Activity:** This project shall be completed in accordance with Section 3 "Areas of Operations Affected by Construction Activity" of the approved Construction Safety Plan Compliance Document.

Yes _____ No _____

4. **Section 4 – Protection of Navigational Aids (NAVAIDS):** This project shall be completed in accordance with Section 4 "Protection of Navigational Aids (NAVAIDS)" of the approved Construction Safety Plan Compliance Document.

Yes _____ No _____

5. **Section 5 – Contractor Access:** This project shall be completed in accordance with Section 5 "Contractor Access" of the approved Construction Safety Plan Compliance Document.

Yes _____ No _____

6. **Section 6 – Wildlife Management:** This project shall be completed in accordance with Section 6 "Wildlife Management" of the approved Construction Safety Plan Compliance Document.

Yes _____ No _____

7. **Section 7 – Foreign Object Debris (FOD) Management:** This project shall be completed in accordance with Section 7 "Foreign Object Debris (FOD) Management" of the approved Construction Safety Plan Compliance Document.

Yes _____ No _____

8. **Section 8 – Hazardous Materials (HAZMAT) Management:** This project shall be completed in accordance with Section 8 "Hazardous Materials (HAZMAT) Management" of the approved Construction Safety Plan Compliance Document.

Yes _____ No _____

9. **Section 9 – Notification of Construction Activities:** This project shall be completed in accordance with Section 9 "Notification of Construction Activities" of the approved Construction Safety Plan Compliance Document.

Yes _____ No _____

10. **Section 10 – Inspection Requirements:** This project shall be completed in accordance with Section 10 "Inspection Requirements" of the approved Construction Safety Plan Compliance Document.

Yes _____ No _____

11. **Section 11 – Underground Utilities:** This project shall be completed in accordance with Section 11 "Underground Utilities" of the approved Construction Safety Plan Compliance Document.

Yes _____ No _____

12. **Section 12 – Penalties:** This project shall be completed in accordance with Section 12 "Penalties" of the approved Construction Safety Plan Compliance Document.

Yes _____ No _____

13. **Section 13 – Special Conditions:** This project shall be completed in accordance with Section 13 "Special Conditions" of the approved Construction Safety Plan Compliance Document.

Yes _____ No _____

14. **Section 14 – Runway and Taxiway Visual Aids:** This project shall be completed in accordance with 14 "Runway and Taxiway Visual Aids" of the approved Construction Safety Plan Compliance Document.

Yes _____ No _____

15. **Section 15 – Marking and Signs for Access Routes:** This project shall be completed in accordance with Section 15 "Marking and Signs for Access Routes" of the approved Construction Safety Plan Compliance Document.

Yes _____ No _____

16. **Section 16 – Hazard Marking and Lighting:** This project shall be completed in accordance with Section 16 "Hazard Marking and Lighting" of the approved Construction Safety Plan Compliance Document.

Yes _____ No _____

17. **Section 17 – Protection of Safety Areas, Object Free Areas, Object Free Zones, and Approach / Departure Surfaces:** This project shall be completed in accordance with Section 17 "Protection of Safety Areas, Object Free Areas, Object Free Zones, and Approach / Departure Surfaces" of the approved Construction Safety Plan Compliance Document.

Yes _____ No _____

18. **Section 18 – Other Limitations on Construction:** This project shall be completed in accordance with Section 18 "Other Limitations on Construction" of the approved Construction Safety Plan Compliance Document.

Yes _____ No _____

I certify that, for the project identified herein, the responses to the foregoing items are correct as marked, and that I shall comply with the approved Construction Safety and Plan.

Signed: _____
Contractor's Authorized Representative

Date: _____

Print Name and Title of Contractor's Representative

END OF ITEM SS-101

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ITEM SS-110 STANDARD SPECIFICATIONS

GENERAL

110-1.1 The standard specifications of the Arkansas State Highway and Transportation Department (AHTD) are bound in a book titled Standard Specifications for Highway Construction. These specifications are referred to herein as "Standard Specifications." The latest edition at the time of bid shall apply. A copy of these "Standard Specifications" may be obtained from the AHTD at their customary charge.

INCORPORATION AND MODIFICATION

110-2.1 Certain parts of the Standard Specifications are appropriate for inclusion in these Technical Specifications. Such parts are incorporated herein by reference to the proper section or paragraph number. The individual specification numbers noted herein may be different from those in the latest edition of the "Standard Specifications." The most current specification number shall apply. Each such referenced part shall be considered to be a part of these Contract Documents as though copied herein in full.

110-2.2 Certain referenced parts of the Standard Specifications are modified in the Specifications that follow. In case of conflict between the Standard Specifications and the Specifications that follow, the Specifications that follow shall govern.

110-2.3 Individual material test numbers change from time to time. Use the latest applicable test.

110-2.4 Reference in the Standard Specifications to the "Department" is herein changed to the "Owner".

END OF ITEM SS-110

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ITEM SS-120 SITE PREPARATION

DESCRIPTION

120-1.1 This item covers the preparation of the site for construction of the proposed improvements.

The attention of the bidder is directed to the necessity for careful examination of the entire project site to determine, at the time of bid preparation, the full extent of work to be done under the item "Site Preparation." The entire job site shall be cleared of all man-made obstructions and debris, of whatever nature, and made ready in all respects for the construction of the proposed improvements.

The item "Site Preparation" shall include:

1. Mobilization
2. Lighted Barricades and Closed Taxiway Markings
3. Contractor's Access/Haul Road
4. Contractor's Staging Areas
5. Airport Security Requirements
6. Airport Safety Requirements
7. Removal and Disposal of Structures
8. Clean Up

CONSTRUCTION METHODS

120-2.1 MOBILIZATION. The Contractor shall consider and include his cost for providing personnel, equipment, materials, bonds, etc. required for the prosecution of the work under this item.

120-2.2 LIGHTED BARRICADES AND CLOSED TAXIWAY MARKINGS. The Contractor shall furnish, install, maintain, and remove closed taxiway markings and lighted barricades in accordance with details on the plans and as directed by the Engineer. The closed taxiway markers shall be aviation yellow, nylon-reinforced vinyl. The markers shall be secured to the pavement/ground as shown on the plans and as directed by the Engineer. The lighted barricades shall be constructed and installed as shown on the plans. All lighted barricades and closed taxiway markings shall be constructed in accordance with AC 150/5370-2F Operational Safety on Airports During Construction. The Contractor shall furnish concrete cylinders, or other approved device, to cover taxiway edge lights for portion of Taxiway B that are closed during construction.

All work involved in the furnishing, installation, maintenance, and removal of lighted barricades, barrels, taxiway edge light covers, and closed taxiway markings will not be measured for separate payment, but will be considered subsidiary to the bid item "Site Preparation."

120-2.3 CONTRACTOR'S ACCESS/HAUL ROAD. The Contractor shall layout, construct, maintain, and repair all access/haul roads needed to construct the work. The existing access roads shown on the plans shall be repaired, as determined necessary by the Engineer, at the close of the project. All such work, including all materials and labor, involved in the layout, construction, maintenance, and repair of the Contractor's access/haul roads will not be measured for separate payment but will be considered subsidiary to the bid item "Site Preparation." Temporary pipe culverts shall be installed and maintained as required and shall be of the size as directed by the Engineer. The type of pipe used for temporary pipe shall be at the option of the Contractor. Temporary pipe culverts will not be measured for separate payment, but will be considered subsidiary to the access/haul road. All temporary pipe culverts shall be removed by the Contractor and shall remain his property at the close of the project.

120-2.4 CONTRACTOR'S STAGING AREAS. The areas designated in the plans or by the Engineer as the Contractor's staging area shall be cleared and graded by the Contractor as needed for use by the Contractor in constructing the work on this project. All areas used or otherwise occupied by the Contractor for his operations shall be cleaned, regraded, and seeded, as directed by the Engineer, prior to the final acceptance of the project by the Airport. All work involved in the preparation and restoration of areas used or occupied by the Contractor, including clearing, grubbing, regrading, seeding, and installing and removing fence, will not be measured for separate payment but will be considered subsidiary to the bid item "Site Preparation."

120-2.5 AIRPORT SECURITY REQUIREMENTS. The Contractor shall abide by the Airport Security requirements that are outlined in the Construction Safety and Phasing Plan (CSPP) of the plans. Any costs associated with the Airport Security requirements will not be measured for separate payment but will be considered subsidiary to the bid item "Site Preparation."

120-2.6 AIRPORT SAFETY REQUIREMENTS. The Contractor shall abide by the Airport Safety requirements that are outlined in the Construction Safety and Phasing Plan (CSPP) of the plans. All costs associated with the Airport Safety requirements will not be measured for separate payment but will be considered subsidiary to the bid item "Site Preparation."

120-2.7 REMOVAL AND DISPOSAL OF STRUCTURES. This work shall consist of the removal and satisfactory disposal of Portland cement concrete or asphalt concrete pavements; all of which are not designated or permitted to remain. The Contractor shall make his own estimate of the work required for the removal of structures which conflict with the proposed construction. All structures required to be removed may not be designated as such in the plans.

The provisions of this section shall not apply to underground petroleum storage tanks.

The attention of the bidder is directed to the necessity for careful examination of the entire site to determine, at the time of bid preparation, the full extent of work to be accomplished. The entire site shall be cleared of all man-made obstructions and debris, of whatever nature, and prepared in all respects for the construction.

The Contractor shall not unnecessarily interfere with the use of any adjacent sidewalks, streets, or roads.

Materials removed will become the property of the Contractor and shall be removed from the job site, unless specifically designated otherwise.

All surface items such as curb, curb and gutter, driveways, parking areas, walks, steps, asphalt and PCC pavement, and walls shall be separated or broken away from the adjacent part of any structure designated to remain in place by a vertical saw cut along the line designated by the Engineer. The edge of the structure left in place shall be approximately vertical with no abrupt changes in alignment. Any damage to or removal of the structure designated to remain in place shall be repaired or replaced at no cost to the Owner.

Holes, ditches, or other abrupt changes in elevation caused by the removal operations that could obstruct drainage or be considered hazardous or unsightly shall be backfilled, compacted, and left in a workmanlike condition.

The removal and disposal of the various items covered by this specification will not be measured for separate payment, but will be subsidiary to the bid item "Site Preparation".

120-2.8 CLEAN UP. From time to time, the Contractor shall clean up the site in order that the site presents a neat appearance and that the progress of work will not be impeded. One such clean up shall immediately precede final inspection.

Immediately following acceptance of the work by the Owner, the Contractor shall remove all temporary equipment, surplus materials, and debris resulting from his operations, and leave the site in a condition fully acceptable to the Owner.

MEASUREMENT AND PAYMENT

120-3.1 Site preparation will be measured as a lump sum complete item. Work completed and accepted under this item will be paid for at the contract lump sum price bid for "Site Preparation," which price shall be full compensation for furnishing all labor, tools, equipment and incidentals necessary to complete the work.

Periodic payments will be made under this item in proportion to the amount of work accomplished, as determined by the Engineer.

Payment will be made under:

Item SS-120-3.1	Site Preparation - per Lump Sum
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END OF ITEM SS-120

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ITEM SS-230 PORTLAND CEMENT CONCRETE PAVEMENT REPAIRS

DESCRIPTION

230-1.1 This section covers the repairs of a pavement composed of Portland cement concrete, with or without reinforcement as specified, constructed on a prepared base course in accordance with these specifications and in conformance with the lines, grades, thicknesses, typical sections, and details shown in the Plans.

STANDARDS

230-2.1 Materials, equipment, construction methods, and testing for Portland Cement Concrete Pavement shall be in accordance with SECTION 501 – PORTLAND CEMENT CONCRETE PAVEMENT of the Standard Specifications, except as modified or augmented herein. Joints shall be constructed in accordance with the details in the Plans.

CONSTRUCTION METHODS

230-3.1 Mix Design and the Contractor's Quality Control sampling and testing shall be in accordance with SECTION 501 of the Standard Specifications, except as modified herein. The Contractor may also use an FAA mix design as specified in the typical P-501 FAA Specification. Design and Quality control of Portland Cement Concrete Pavement will consist of the Contractor furnishing acceptable mix designs and performing all applicable quality control sampling and testing. Proportioning shall provide for a minimum 28-day compressive strength of 5,000 psi.

230-3.2 CONCRETE REMOVAL: The existing concrete pavement to be removed shall be freed from the pavement to remain by sawing through the complete depth of the slab 1 foot inside the perimeter of the final removal limits or outside the dowels, whichever is greater when the limits of removal are located on the joints. The pavement between the perimeter of the pavement removal and the saw cut shall be carefully broken up and removed using hand-held jackhammers, weighing 30 pounds or less, or other light-duty equipment which will not cause distress in the pavement which is to remain in place. The Contractor shall have the option of sawing through the dowels at the joint, removing the pavement and installing new dowels. Where the perimeter of the removal limits is not located on the joint and there are no dowels present, then the perimeter shall be sawcut the full depth of the pavement. The pavement inside the sawcut shall be removed by methods suitable to the Engineer which will not cause distress in the pavement which is to remain in place. The Contractor's removal operation shall not cause damage to cables, utility ducts, pipelines, or drainage structures under the pavement. Concrete slabs that are damaged by under breaking shall be removed. Any damage shall be repaired at the Contractor's expense.

All existing pavement removed shall be disposed of off-site. All hauling will be considered a necessary and incidental part of the work. Its costs shall be considered by the Contractor and included in the contract unit price for the pay items of work involved. No payment will be made separately or directly for hauling on any part of the work.

230-3.3 UNDERCUT EXCAVATION: If, in the opinion of the Engineer, the material underlying this existing pavement is unsuitable or of insufficient strength to support the finished pavement, the underlying material shall be excavated to a depth as determined by the Engineer and shall be disposed of off-site. The undercut area shall be refilled and compacted with Class 7 Base in accordance with SECTION 303 of the Standard Specifications.

230-3.4 STEEL REINFORCEMENT: Reinforcing shall consist of bar mats conforming to the requirements of ASTM A 184 or A 704.

Dowel bars shall be plain steel bars conforming to ASTM A 615 and shall be free from burring or other deformation restricting slippage in the concrete. High strength dowel bars shall conform to ASTM A 714, Class 2, Type S, Grade I, II or III, Bare Finish Before delivery to the construction site each dowel bar shall be epoxy coated per ASTM A1078. The dowels shall be coated with a bond-breaker recommended by the manufacturer

Dowel bars or other load-transfer units of an approved type shall be placed across joints in the manner as shown on the plans. They shall be of the dimensions and spacings as shown and held rigidly in the middle of the slab depth in the proper horizontal and vertical alignment by an approved assembly device to be left permanently in place. The dowel or load-transfer and joint devices shall be rigid enough to permit complete assembly as a unit ready to be lifted and placed into position. A metal, or other type, dowel expansion cap or sleeve shall be furnished for each dowel bar used with expansion joints. These caps shall be substantial enough to prevent collapse and shall be placed on the ends of the dowels as shown on the plans. The caps or sleeves shall fit the dowel bar tightly and the closed end shall be watertight. The portion of each dowel painted with rust preventative paint, as required under above and shown on the plans to receive a debonding lubricant, shall be thoroughly coated with asphalt MC-70, or an approved lubricant, to prevent the concrete from bonding to that portion of the dowel. If free-sliding plastic-coated or epoxy-coated steel dowels are used, a lubrication bond breaker shall be used except when approved pullout tests indicate it is not necessary. Where butt-type joints with dowels are designated, the exposed end of the dowel shall be oiled.

230-3.5 Acceptance sampling and testing as required will be performed by the Engineer.

230-3.6 REPAIR OF JOINT OR CORNER SPALLS: Where directed, spalls along joints of new slabs, and along parallel cracks used as replacement joints, shall be repaired by first making a vertical saw cut at least ~~two~~ one inches outside the spalled area and to a depth of at least 2 inch, *as shown in the plans*. Saw cuts shall be straight lines forming rectangular areas. The concrete between the saw cut and the joint, or crack, shall be chipped out to remove all unsound concrete and at least 1/2 inch of visually sound concrete. The cavity thus formed shall be thoroughly cleaned with high-pressure water jets supplemented with compressed air to remove all loose material. Immediately before filling the cavity, a prime coat of epoxy resin, Type III, Grade I, shall be applied to the dry cleaned surface of all sides and bottom of the cavity, except any joint face. The prime coat shall be applied in a thin coating and scrubbed into the surface with a stiff-bristle brush. Pooling of epoxy resin shall be avoided. The cavity shall be filled with low slump Portland cement concrete or mortar or with epoxy resin concrete or mortar. Concrete shall be used for larger spalls, generally those more than two square feet in size, and mortar shall be used for the smaller ones. Any spall less than two square feet shall be repaired only with epoxy resin mortar or a Grade III epoxy resin. Portland cement concrete and mortar mixtures shall submitted to the Engineer for approval and shall be mixed, placed, consolidated, and cured as directed. Epoxy resin mortars shall be made with Type III, Grade 1, epoxy resin, using proportions and mixing and placing procedures as recommended by the manufacturer and approved by the Engineer. The epoxy resin materials shall be placed in the cavity in layers not over 2 inches thick. The time interval between placement of additional layers shall be such that the temperature of the epoxy resin material does not exceed 140°F at any time during hardening. Mechanical vibrators and hand tampers shall be used to consolidate the concrete or mortar. Any repair material on the surrounding surfaces of the existing concrete shall be removed before it hardens. Where the spalled area abuts a joint, an insert or other bond-breaking medium shall be used to prevent bond at the joint face. A reservoir for the joint sealant shall be sawed to the dimensions required for other joints, or as required to be routed for cracks. The reservoir shall be thoroughly cleaned and sealed with the sealer specified for the joints. If any spall penetrates half the depth of the slab or more, the entire slab shall be removed and replaced as previously specified.

230-3.7 TOLERANCE IN PAVEMENT THICKNESS: The pavement shall be constructed in accordance with the thickness required by the typical section shown on the Plans. Tolerance shall be as described in the Standard Specifications.

In lieu of determining pavement thickness by drilling cores, the Contractor shall, before the placement of the PCC pavement and in the presence of the Construction Observer, take depth measurements over the area to be paved. Depth measurements shall be taken at the center of each slab edge. All measurements shall be accurately recorded in a construction diary.

At locations where the elevation of the base course is too high to allow for the PCC pavement to be placed in compliance with the thickness tolerance (0.04 foot or ½ inch), the base course will be removed and replaced to the correct grade as directed by the Engineer.

230-3.8 TOLERANCE IN PAVEMENT STRENGTH: Compressive strength shall be as specified at 28 days using test specimens prepared in accordance with ASTM C 31 and tested in accordance with ASTM C 39. Concrete samples shall be furnished by the Contractor and shall be taken in the field to determine the consistency, air content, and compressive strength of the concrete. The samples shall be taken in the presence of the Engineer, at locations determined by the Engineer. Concrete cylinders shall be made each day that the concrete is placed. Each group of cylinders shall be molded from the same batch of concrete and shall consist of a sufficient number of specimens to provide two compressive strength tests at each test age. Test ages will be 7 days and 28 days.

PCC pavement represented by cylinders not meeting the specified strength shall be removed and replaced at the Contractor's expense, or allowed to remain at a reduced price agreed upon in writing between the Owner and the Contractor.

230-3.9 JOINTS: Joint sealant materials shall meet the requirements of ASTM D 5893 Type SL.

Each lot or batch of silicone sealing compound shall be delivered to the job site in the manufacturer's original sealed container. Each container shall be marked with the manufacturer's name, batch or lot number, shelf life, mixing instructions, and storage instructions and shall be accompanied by the manufacturer's certification stating that the compound meets the requirements of this specification.

Backer rod shall meet the requirements of ASTM D 5249 and shall be both non-reactive and non-adhesive to the concrete and the sealant material.

Joints shall be sealed as soon after completion of the curing period as feasible and before the pavement is opened to traffic, including construction equipment. The pavement temperature shall be above 50°F before installation of silicone joint sealing material.

Immediately before sealing, the joints shall be thoroughly cleaned of all remaining laitance, curing compound, and other foreign material. Cleaning shall be accomplished by sandblasting. Sandblasting shall be accomplished in a minimum of two passes. One pass per joint face with the nozzle held at an angle directly toward the joint face and not more than 3 inches from it. Upon completion of cleaning, the joints shall be blown out with compressed air free of oil and water. Only air compressors with operable oil and water traps shall be used to prepare the joints for sealing. The joint faces shall be surface dry when the seal is applied.

Joints shall be inspected for proper width, depth, alignment, and preparation, and shall be approved by the Engineer before sealing is allowed. Sealant shall be installed in accordance with the following requirements:

A backer rod or bond breaker shall be installed as shown on the plans, prior to placement of the joint sealer. The backing material shall be placed as shown on the plans and shall be non-adhesive to the concrete or the sealant material. The self-leveling sealant shall be applied in a continuous operation, by means of approved pressure equipment that will force the sealing material to the bottom of the joint and

completely fill the joint without spilling the material on the surface of the pavement. Sealant which does not bond to the concrete surface of the joint walls, contains voids, or fails to set up to a tack-free condition will be rejected and replaced by the Contractor at no additional cost. Before sealing the joints, the Contractor shall demonstrate that the equipment and procedures for preparing, mixing, and placing the sealant will produce a satisfactory joint seal. This shall include the preparation and application of an adequate amount of the sealant that will demonstrate, to the satisfaction of the Engineer, the installation of the sealant.

METHOD OF MEASUREMENT

230-4.1 Material that is unsuitable for concrete base shall be excavated as directed by the Engineer. Only that amount of undercut excavation directed by the Engineer will be included in the quantity of undercut measured for payment. Undercut shall be measured from the bottom of the new pavement section, or from the bottom of the planned removal, to the depth of the undercut as directed by the Engineer. Measurements will be taken, by the Engineer, of the undercutting, and the volume will be calculated. The necessary filling will not be measured for separate payment, but will be considered subsidiary to the undercut excavation.

230-4.2 The unit of measurement for Pavement Removal shall be the number of square yards removed by the Contractor, regardless of depth. Any pavement removed outside the limits of removal because the pavement was damaged by negligence on the part of the Contractor shall not be included in the measurement for payment.

230-4.3 Spall Repair will be measured by the square foot of the material in place, completed, and accepted.

230-4.4 Portland Cement Concrete Pavement will be measured by the square yard for the depth of pavement stated in the plans. The width for measurement will be the width as constructed in accordance with the Plans and typical cross sections or as directed by the Engineer.

BASIS OF PAYMENT

230-5.1 Work completed and accepted under this item and measured as provided above will be paid for at the contract unit price for cubic yard for Undercut Excavation. This price shall be full compensation for all excavation; for disposal of unsuitable material off-site; for refilling of all undercut areas; and for all equipment, tools, labor, and incidentals necessary to complete the work.

230-5.2 Work completed and accepted under this item and measured as provided above will be paid for at the contract unit price for square yards of Pavement Removal. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

230-5.3 Work completed and accepted under this item and measured as provided above will be paid for at the contract unit price for square feet of Spall Repair. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

230-5.4 Work completed and accepted under this item and measured as provided above will be paid for at the contract unit prices bid per square yard for Portland cement concrete pavement accepted in-place, of the thickness specified. This price shall be full compensation for furnishing, transporting and placing materials, including steel bars for joints and all other joint materials; for reinforcement in designated slabs; for the preparation and processing of materials; for mixing, spreading, vibrating, finishing, and curing; for sawing, filling, and sealing joints; and for all labor, equipment, testing, tools and incidentals necessary to complete the work.

Payment will be made under:

Item SS-230-5.1	Concrete Pavement Removal – per Square Yard
Item SS-230-5.2	Undercut Excavation – per Cubic Yard
Item SS-230-5.3	Spall Repair – per Square Foot
Item SS-230-5.4a	6" Portland Cement Concrete Pavement with Reinforcement – per Square Yard
Item SS-230-5.4b	11" Portland Cement Concrete Pavement with Reinforcement – per Square Yard

END OF ITEM SS-230

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ITEM SS-231 CONCRETE CRACK REPAIR

DESCRIPTION

231-1.1 This item shall consist of the cleaning and sealing of cracks and joints in the existing concrete pavement, at the locations shown in the plans or as directed by the Engineer. The amount of crack and joint cleaning and filling/sealing designated in the Plans is estimated.

MATERIALS

231-2.1 Crack sealing materials shall meet the requirements of ASTM D 5893 Type SL.

CONSTRUCTION METHODS

231-3.1 GENERAL: Cracks or joints in the existing concrete pavement shall be cleaned and sealed at the locations shown on the plans and as directed by the Engineer. Prior to beginning cleaning operations, the Engineer shall approve of all methods, equipment, and materials to be used by the Contractor in performing this item of work. After cracks and joints have been cleaned and approved by the Engineer, the cracks or joints shall be filled with a sealant as described in this specification.

231-3.2 CRACK AND JOINT PREPARATION: Removal of any vegetation, dirt, loose materials, and deteriorated sealant from the cracks or joints shall be accomplished by routing. If required, cracks shall be routed so that the exposed face of the crack is enlarged to a width of 1/2" and to a depth as detailed in the sealant manufacturer's recommendations. Other methods of crack cleaning and preparation may be used with the approval of the Engineer.

When the cracks and joints are thoroughly dry, and just prior to sealant placement, both vertical faces shall be cleaned by sandblasting with a nozzle attached to an aiming device that directs the sand blast at approximately a 45 degree angle and a maximum of two inches from the face of the crack. Each crack face shall be sandblasted individually. After sandblasting, compressed air shall be used to blow out the crack or joint and remove all residual dust. Air compressors shall be equipped with suitable traps capable of removing all free water and oil from the compressed air and shall be capable of furnishing air with a pressure greater than 90 psi. The cracks shall be thoroughly dry before the sealant is placed.

All cracks or joints shall be sealed the same day of the final sandblasting. Cleaned cracks and joints left open overnight or cracks and joints which become contaminated before sealing shall be re-cleaned as specified above.

231-3.3 Sealant Application. The pavement temperature shall be above 50°F at the time of installation of the poured sealing material. Cold applied crack sealing compound shall be applied uniformly solid from bottom to top and shall be filled without formation of entrapped air or voids. A backing material shall be placed as directed by the Engineer and shall be nonadhesive to the concrete or the sealant material. A direct connecting pressure type extruding device with nozzles shaped for insertion into the crack shall be provided. Any sealant spilled on the surface of the pavement shall be removed immediately. Sealant shall be applied in a manner that will completely fill the crack with no gaps, entrapped air, voids, or surface-only coverage. Care shall be taken to preclude excess sealant material from the adjacent pavement surface; excess material shall be removed before it cures. The sealant shall be installed according to the manufacturer's specifications. Sealant and backing material shall conform to the requirements detailed in SS-230 "Portland Cement Concrete Pavement".

METHOD OF MEASUREMENT

231-4.1 Concrete Crack and Joint Repair will be measured by the linear foot acceptably cleaned and sealed at the locations shown in the plans and as directed by the Engineer.

PAYMENT

231-5.1 Work completed and accepted under this item will be paid for at the contract unit price per linear foot for Concrete Crack and Joint Repair, which price shall be full compensation for furnishing all labor, tools, equipment, materials, and incidentals necessary to complete the work.

Payment will be made under:

Item SS-231-5.1 Concrete Crack and Joint Repair – per Linear Foot

END OF ITEM SS-231

ITEM P-620 RUNWAY AND TAXIWAY PAINTING

DESCRIPTION

620-1.1 This item shall consist of the preparation and painting of numbers, markings, and stripes on the surface of runways, taxiways, and aprons, in accordance with these specifications and at the locations shown on the plans, or as directed by the Engineer. The terms "paint" and "marking material" as well as "painting" and "application of markings" are interchangeable throughout this specification.

MATERIALS

620-2.1 MATERIALS ACCEPTANCE. The Contractor shall furnish manufacturer's certified test reports for materials shipped to the project. The certified test reports shall include a statement that the materials meet the specification requirements. The reports can be used for material acceptance or the Engineer may perform verification testing. The reports shall not be interpreted as a basis for payment. The Contractor shall notify the Engineer upon arrival of a shipment of materials to the site. All material shall arrive in sealed containers 55 gallons or smaller for inspection by the Engineer. Material shall not be loaded into the equipment until inspected by the Engineer.

620-2.2 MARKING MATERIALS. Paint shall be waterborne in accordance with the requirements of paragraph 620-2.2a. Paint shall be furnished in Yellow (33538 or 33655) and Black (37038) in accordance with Federal Standard No. 595.

a. WATERBORNE. Paint shall meet the requirements of Federal Specification TT-P-1952E, Type I.

620-2.3 REFLECTIVE MEDIA. Glass beads shall meet the requirements for Federal Specification TT-B-1325D, Type I, Gradation A. Glass beads shall be treated with all compatible coupling agents recommended by the manufacturers of the paint and reflective media to ensure adhesion and embedment.

Paint Color	Glass Beads, Type I, Gradation A	Glass Beads, Type III	Glass Beads, Type IV
White	See Table 1.	See Table 1	See Table 1
Yellow	See Table 1.	See Table 1	See Table 1
Red	See Table 1 and Note	Not used	See Table 1 and Note
Pink	See Table 1 and Note	Not used	See Table 1 and Note
Black	Not used	Not used	See Table 1 and Note
Green	Not used	Not used	Not used

CONSTRUCTION METHODS

620-3.1 WEATHER LIMITATIONS. The painting shall be performed only when the surface is dry and when the surface temperature is at least 45°F and rising and the pavement surface temperature is at least 5°F above the dew point or meets the manufacturer's recommendations. Painting operations shall be discontinued when the surface temperature exceeds the paint manufacturer's recommendations. Markings shall not be applied when the wind speed exceeds 10 mph unless windscreens are used to shroud the material guns.

620-3.2 EQUIPMENT. Equipment shall include the apparatus necessary to properly clean the existing surface, a mechanical marking machine, a bead dispensing machine, and such auxiliary hand-painting equipment as may be necessary to satisfactorily complete the job.

The mechanical marker shall be an atomizing spray-type or airless-type marking machine suitable for application of traffic paint. It shall produce an even and uniform film thickness at the required coverage and shall apply markings of uniform cross-sections and clear-cut edges without running or spattering and without over spray.

620-3.3 PREPARATION OF SURFACE. Immediately before application of the paint, the surface shall be dry and free from dirt, grease, oil, laitance, or other foreign material that would reduce the bond between the paint and the pavement. The area to be painted shall be cleaned by waterblasting, sandblasting, or by other methods approved by the Engineer as required to remove all contaminants without damage to the pavement surface. Use of any chemicals or impact abrasives during surface preparation shall be approved in advance by the Engineer. After the cleaning operations, sweeping, blowing, or rinsing with pressurized water shall be performed to ensure the surface is clean and free of grit or other debris left from the cleaning process.

At least 24 hours prior to remarking existing markings, the existing markings must be removed such that 75% of the existing markings are removed with low (3,500-10,000 psi) waterblaster. After waterblasting, the surface shall be cleaned of all residue or debris either with sweeping or blowing with compressed air or both.

620-3.4 LAYOUT OF MARKINGS. The proposed markings shall be laid out in advance of the paint application. ~~The locations of markings to receive glass beads shall be shown on the plans. Glass beads shall be applied to all final pavement markings.~~

620-3.5 APPLICATION. Paint shall be applied at the locations and to the dimensions and spacing shown on the plans. Paint shall not be applied until the layout and condition of the surface has been approved by the Engineer. The edges of the markings shall not vary from a straight line more than 1/2 inch in 50 feet, and marking dimensions and spacings shall be within the following tolerances:

Dimension and Spacing	Tolerance
36 inch or less	±1/2 inch
greater than 36 inch to 6 feet	±1 inch
greater than 6 feet to 60 feet	±2 inch
greater than 60 feet	±3 inch

The paint shall be mixed in accordance with the manufacturer's instructions and applied to the pavement with a marking machine at the rate shown in Table 1. The addition of thinner will not be permitted.

Prior to the initial application of markings, the Contractor shall certify in writing that the surface has been prepared in accordance with the paint manufacturer's requirements, that the application equipment is appropriate for the marking paint and that environmental conditions are appropriate for the material being applied. This certification along with a copy of the paint manufacturer's application and surface preparation requirements must be submitted to the Engineer prior to the initial application of markings.

620-3.6 TEST STRIP. Prior to the full application of airfield markings, the Contractor shall produce a test strip in the presence of the Engineer. The test strip shall include the application of a minimum of 5 gallons of paint and application of 35 lbs of Type I/50 lbs of Type III glass beads. The test strip shall be used to establish thickness/darkness standard for all markings. The test strip shall cover no more than the maximum area prescribed in Table 1 (e.g., for 5 gallons of waterborne paint shall cover no more than 575 square feet).

TABLE 1. APPLICATION RATES FOR PAINT AND GLASS BEADS

Paint Type	Paint Square feet per gallon, ft²/gal	Glass Beads, Type I, Gradation A Pounds per gallon of paint—lb./gal.	Glass Beads, Type III Pounds per gallon of paint—lb./gal.	Glass Beads, Type IV Pounds per gallon of paint—lb./gal.
Waterborne Type I or II	115 ft²/gal maximum	7 lb./gal. minimum	10 lb./gal. minimum	--

Glass beads shall be distributed upon the marked areas at the locations shown on the plans to receive glass beads immediately after application of the paint. A dispenser shall be furnished that is properly designed for attachment to the marking machine and suitable for dispensing glass beads. Glass beads shall be applied at the rate shown in Table 1. Glass beads shall not be applied to black paint or green paint. Glass beads shall adhere to the cured paint or all marking operations shall cease until corrections are made. Different bead types shall not be mixed. Regular monitoring of glass bead embedment should be performed.

All emptied containers shall be returned to the paint storage area for checking by the Engineer. The containers shall not be removed from the airport or destroyed until authorized by the Engineer.

620-3.7 APPLICATION — ~~PREFORMED AIRPORT PAVEMENT MARKINGS.~~

~~a. Asphalt and Portland Cement To ensure minimum single-pass application time and optimum bond in the marking/substrate interface, the materials must be applied using a variable speed self-propelled mobile heater with an effective heating width of no less than 16 feet and a free span between supporting wheels of no less than 18 feet. The heater must emit thermal radiation to the marking material in such a manner that the difference in temperature of 2 inches wide linear segments in the direction of heater travel must be within 5% of the overall average temperature of the heated thermoplastic material as it exits the heater. The material must be able to be applied at ambient and pavement temperatures down to 35°F without any preheating of the pavement to a specific temperature. The material must be able to be applied without the use of a thermometer. The pavement shall be clean, dry, and free of debris. A non-volatile organic content (non-VOC) sealer with a maximum applied viscosity of 250 centiPoise must be applied to the pavement shortly before the markings are applied. The supplier must enclose application instructions with each box/package.~~

620-3.8 PROTECTION AND CLEANUP. After application of the markings, all markings shall be protected from damage until dry. All surfaces shall be protected from excess moisture and/or rain and from disfiguration by spatter, splashes, spillage, or drippings. The Contractor shall remove from the work area all debris, waste, loose or unadhered reflective media, and by-products generated by the surface preparation and application operations to the satisfaction of the Engineer. The Contractor shall dispose of these wastes in strict compliance with all applicable state, local, and Federal environmental statutes and regulations.

620-3.9 REMOVAL OF EXISTING MARKINGS. *The existing pavement markings shown on the plans to be removed shall be removed without damaging the existing pavement. The markings shall be removed through the use of high-pressure water or other methods approved by the Engineer before removal operations begin. For areas to be repainted, the existing painted surface shall be cleaned by high-pressure water blasting or sand blasting, as required, to remove all foreign material which would reduce the bond between the new paint and the old paint.*

METHOD OF MEASUREMENT

620-4.1 The quantity of runway and taxiway markings to be paid for shall be the number of square feet of painting including reflective media performed in accordance with the specifications and accepted by the Engineer.

620-4.2 *Pavement marking removal shall be measured by number of square feet of markings removed in accordance with the specifications and accepted by the Engineer.*

BASIS OF PAYMENT

620-5.1 Payment shall be made at the respective contract price per square foot for runway and taxiway painting, and for reflective media. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.

620-5.2 *Payment shall be made at the contract unit price per square foot for paint removal. The price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.*

Payment will be made under:

Item P-620-5.1a	Runway and Taxiway Painting (Yellow) – per Square Foot
Item P-620-5.1b	Runway and Taxiway Painting (Black) – per Square Foot
Item P-620-5.2	Pavement Marking Removal – per Square Foot

TESTING REQUIREMENTS

ASTM C371	Standard Test Method for Wire-Cloth Sieve Analysis of Nonplastic Ceramic Powders
ASTM D92	Standard Test Method for Flash and Fire Points by Cleveland Open Cup Tester
ASTM D711	Standard Test Method for No-Pick-Up Time of Traffic Paint
ASTM D968	Standard Test Methods for Abrasion Resistance of Organic Coatings by Falling Abrasive
ASTM D1652	Standard Test Method for Epoxy Content of Epoxy Resins
ASTM D2074	Standard Test Method for Total, Primary, Secondary, and Tertiary Amine Values of Fatty Amines by Alternative Indicator Method
ASTM D2240	Standard Test Method for Rubber Property - Durometer Hardness
ASTM D7585	Standard Practice for Evaluating Retroreflective Pavement Markings Using Portable Hand-Operated Instruments
ASTM E1710	Standard Test Method for Measurement of Retroreflective Pavement Marking Materials with CEN-Prescribed Geometry Using a Portable Retroreflectometer

ASTM E2302 Standard Test Method for Measurement of the Luminance Coefficient Under Diffuse Illumination of Pavement Marking Materials Using a Portable Reflectometer

ASTM G154 Standard Practice for Operating Fluorescent Ultraviolet (UV) Lamp Apparatus for Exposure of Nonmetallic Materials

MATERIAL REQUIREMENTS

ASTM D476 Standard Classification for Dry Pigmentary Titanium Dioxide Products

40 CFR Part 60, Appendix A-7, Method 24
Determination of volatile matter content, water content, density, volume solids, and weight solids of surface coatings

29 CFR Part 1910.1200 Hazard Communication

FED SPEC TT-B-1325D
Beads (Glass Spheres) Retro-Reflective

American Association of State Highway and Transportation Officials (AASHTO) M247 Standard Specification for Glass Beads Used in Pavement Markings

FED SPEC TT-P-1952E
Paint, Traffic and Airfield Marking, Waterborne

Commercial Item Description A-A-2886B
Paint, Traffic, Solvent Based

FED STD 595 Colors used in Government Procurement

AC 150/5340-1 Standards for Airport Markings

END OF ITEM P-620

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2049 E. Joyce Blvd.
Suite 400
Fayetteville, AR 72703
TEL 479.527.9100
FAX 479.527.9101
www.GarverUSA.com

Construction Contract Change Order

Project: FYV Terminal Apron Rehab Drake Field - Fayetteville, AR Garver Job No. 1504-1211 City of Fayetteville Bid No. 15-35	Change Order No. 1 Ordinance/Resolution Effective Date: Date Prepared: June 12, 2015 Prepared by: Ben Perea, Garver
Owner: City of Fayetteville 125 West Mountain St. Fayetteville, AR 72701	Contractor: Tri Star Contractors, LLC 1910 Waukesha Rd. Siloam Springs, AR 72761

Description of Work Included in Contract
 Rehabilitation of concrete terminal apron including spall repair, removal and replacement of full panels, and joint and crack repair.

Changes and Reasons Ordered (List individual Changes as: A, B, C, D, etc.)

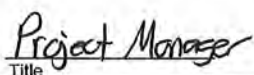
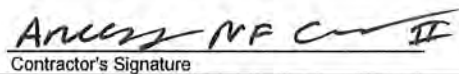
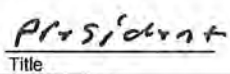
- A. Adjustment in as-bid quantities to maximize available project grant funds.

Attachments:

Contract Changes	Bid Item No.	Bid Item Description	Unit of Measure	Original Contract Quantity	Contract Unit Price	Revised Contract Quantity	Revised Unit Price	Original Contract Cost	Revised Contract Cost
A.	SS-230-5.1	Concrete Pavement Removal	SY	800	\$36.00	1,900	\$36.00	\$28,800.00	\$68,400.00
A.	SS-230-5.2	Undercut Excavation	CY	100	\$25.00	272	\$25.00	\$2,500.00	\$6,800.00
A.	SS-230-5.3	Spall Repair	SF	3,000	\$18.00	3,750	\$18.00	\$54,000.00	\$67,500.00
A.	SS-230-5.4a	6" Portland Cement Concrete Pavement with Reinforcement	SY	200	\$102.00	400	\$102.00	\$20,400.00	\$40,800.00
A.	SS-230-5.4b	11" Portland Cement Concrete Pavement with Reinforcement	SY	600	\$121.00	1,500	\$121.00	\$72,600.00	\$181,500.00
A.	SS-231-5.1	Concrete Crack and Joint Repair	LF	550	\$40.00	680	\$40.00	\$22,000.00	\$27,200.00
A.	P-620-5.2	Pavement Marking Removal	SF	5,600	\$4.00	7,000	\$4.00	\$22,400.00	\$28,000.00
Summation of Cost								\$222,700.00	\$420,200.00
Net Cost for this Change Order									\$197,500.00

Estimated Project Cost		Time Change	
Estimated Project Cost		Original Contract Start Date	
Original As-Bid Contract Amount	\$252,500.00	Original Contract Time (calendar days)	60
This Change Order	\$197,500.00	Additional Calendar Days granted by this Change Order	0
New Contract Amount	\$450,000.00	New Contract Time (calendar days)	60
		Suspended Time	
		New Construction Completion Date	

THIS AGREEMENT IS SUBJECT TO ALL ORIGINAL CONTRACT PROVISIONS AND PREVIOUS CHANGE ORDERS

ISSUED FOR REASONS INDICATED ABOVE Engineer: Garver	 Engineer's Signature	 Project Manager	6-18-15 Date
ACCEPTED BY CONTRACTOR	 Contractor's Signature	 President	6-18-2015 Date
APPROVED BY CITY OF FAYETTEVILLE	 Owner's Signature	 Title	 Date



City of Fayetteville - Purchase Order Request (PO) (Not a Purchase Order) All PO Requests shall be scanned to the Purchasing e-mail: Purchasing@fayetteville-ar.gov. Purchase shall not be made until an actual PO has been issued.							Requisition No.: P.O Number:		Date: 7/7/2015 Tentative Agenda Page 258 of 430	
Vendor #: NEW			Vendor Name: TRI STAR CONTRACTORS LLC				Mail ☐ YES ☒ NO		Legistar#: 2015-0291 Expected Delivery Date: October 2015	
Address: 1910 Waukesha Rd				FOB Point:		Taxable ☐ YES ☒ NO				
City: Siloam Springs			State: AR		Zip Code: 72761		Ship to code:		Quotes Attached ☐ YES ☒ NO	
Requester: James Nicholson					Requester's Employee #: 771		Extension: 7641			
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project.Sub#	Inventory #	Fixed Asset #	
1	Airport Terminal Parking Apron Rehabilitation - Construction	1	LS	252,500.00	\$252,500.00	5550.3960.5804.00	14014 2			
2	Change Order #1	1	LS	197,500.00	\$197,500.00	5550.3960.5804.00	14014 2			
3	Bid 15-35, Res _____ Contract _____				\$0.00					
4					\$0.00					
5					\$0.00					
6					\$0.00					
7					\$0.00					
8					\$0.00					
9					\$0.00					
10					\$0.00					
*	Shipping/Handling		Lot		\$0.00					
Special Instructions:							Subtotal: <u>\$450,000.00</u> Tax: <u>\$0.00</u> Total: <u>\$450,000.00</u>			
Approvals: Mayor: _____ Chief Financial Officer: _____ Dispatch Manager: _____ Department Director: _____ Budget Director: _____ Utilities Manager: _____ Purchasing Manager: _____ IT Director: _____ Other: _____										

Tentative Agenda
Page 259 of 430

Budget Year 2015	Division: Aviation Dept.: Transportation Services Requestor: James Nicholson	Adjustment Number
---------------------	---	-------------------

Increase the Project Budget for the Terminal Aircraft Parking Apron Rehabilitation project. The project is 90% funded with a grant from the Arkansas Department of Aeronautics up to \$470,700. A project contingency of \$26,150 is included.

	COUNCIL DATE:	7/7/2015
	LEGISTAR FILE ID#:	2015-0291
	<i>Barbara Fell</i> 6/19/2015 1:07 PM	
	Budget Director	Date
	TYPE:	
	DESCRIPTION:	
	GLDATE:	
	POSTED:	/

[illegible]



City of Fayetteville, Arkansas

Tentative Agenda
113 West Mountain Road
Fayetteville, AR 72701
(479) 575-8323
Page 260 of 430

Text File

File Number: 2015-0275

Agenda Date: 7/7/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 7

MCCLELLAND CONSULTING ENGINEERS, INC. AGREEMENT NO. 1

A RESOLUTION TO APPROVE SUPPLEMENTAL AGREEMENT NO. 1 TO THE CONTRACT WITH MCCLELLAND CONSULTING ENGINEERS, INC. IN THE AMOUNT OF \$164,480.71 FOR ADDITIONAL ENGINEERING SERVICES ASSOCIATED WITH THE REHABILITATION OF THE HISTORIC MAPLE STREET AND LAFAYETTE STREET BRIDGES, AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves Supplemental Agreement No. 1 to the contract with McClelland Consulting Engineers, Inc. in the amount of \$164,480.71 for additional engineering services, including construction management, project inspection services and quality assurance testing, associated with the rehabilitation of the historic Maple Street and Lafayette Street Bridges.

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

City of Fayetteville Staff Review Form

2015-0275**Legistar File ID****7/7/2015**

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Paul Libertini

6/18/2015

Engineering /
Development Services Department**Submitted By****Submitted Date****Division / Department****Action Recommendation:**

A Resolution approving Supplemental Agreement #1 to the contract with McClelland Consulting Engineers, Inc. in the amount of \$164,480.71 for engineering services for the Maple St. & Lafayette St. Bridge Rehab. Project and approve a Budget Adjustment.

Budget Impact:

4520.9555.5314.00

Sales Tax Construction Bonds

Account Number

Fund

06035.1101

Lafayette & Maple Bridges

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 140,831.00

Funds Obligated \$ 129,064.65

Current Balance **\$ 11,766.35****Does item have a cost?** Yes

Item Cost \$ 164,480.71

Budget Adjustment Attached? Yes

Budget Adjustment \$ 164,481.00

Remaining Budget **\$ 11,766.64**

V20140710

Previous Ordinance or Resolution # 43-13

Original Contract Number: 2282

Approval Date: _____

Comments:

MEETING OF JULY 7, 2015

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director
Chris Brown, City Engineer

FROM: Paul Libertini, Staff Engineer

DATE: June 18, 2015

SUBJECT: **A Resolution approving Supplemental Agreement #1 to the contract with McClelland Consulting Engineers, Inc. in the amount of \$164,480.71 for engineering services for the Maple St. & Lafayette St. Bridge Rehab. Project and approve a Budget Adjustment.**

RECOMMENDATION:

Staff recommends City Council approval of Supplemental Agreement No.1 as the additional work described below is warranted and necessary to adequately manage the construction phase of the historic bridges rehabilitation project, and approval of the attached Budget Adjustment.

BACKGROUND:

This project is located in central Fayetteville on the east side of the University of Arkansas campus on Maple Street and Lafayette Street over a single track of the Arkansas & Missouri Railroad. It is the intention of the City of Fayetteville to restore both historic bridges to their original beauty and to thus set a high example for restoration for a municipality in Arkansas and the United States.

McClelland Consulting Engineers, Inc. along with their subconsultant, Horner & Shifrin, Inc. were engaged by the City to provide professional engineering design services to prepare construction plans for the restoration of Fayetteville's two historic bridges and gain approval of the Arkansas State Historic Preservation Officer (SHPO) so that the bridges would retain their status on the National Register of Historic Places.

The project has successfully navigated the challenging Federal process obtaining approval of the construction plans and specifications. The project has been advertised for construction bids and the bid opening has been scheduled for Friday, June 26th.

DISCUSSION:

The proposed Supplemental Agreement No. 1 attached to this memo provides for additional work to be performed by McClelland Consulting Engineers, Inc. and their subconsultant, Horner & Shifrin, Inc. on the project. This additional work is for Title II Services which includes construction management, inspection including specialty construction methods, and quality assurance testing that were not included in the original contract.

BUDGET/STAFF IMPACT:

Construction Management Services will be paid from the Sales Tax Construction Bond Fund.

Supplemental Agreement No. 1
Job No. 040618
FAP. No. BRN-9142 (29)
Maple St. & Lafayette St. Bridge Restoration
(Fayetteville)(S)
Washington County

Date _____

WHEREAS, the City of Fayetteville, Arkansas ("Owner") and McClelland Consulting Engineers, Inc. ("Consultant") entered into an Agreement for Engineering Services on March 5th, 2013; and,

WHEREAS, representatives of the City of Fayetteville, Arkansas requested work in addition to that defined in the Agreement.

NOW THEREFORE, the following modifications will be made to the Agreement to include the additional work requested:

MODIFICATIONS:

- 1) The "Contract Ceiling Price" (Section 1.4) is increased from \$279,045.45 to \$443,526.16.
- 2) The "Title II Services Ceiling Price" (Section 1.17) is increased from \$29,001.29 to \$193,482.00.
- 3) See Attachment A for modifications to Section 3 and 9.
- 4) See Attachment B for modifications to Appendix A -- Justification of fees and costs.
- 5) The completion date (Section 17.1) for Job No. 040618 is changed from December 5th, 2013 to December 1st, 2015.

IN WITNESS WHEREOF, the parties execute this Supplemental Agreement No. 1, to be effective upon the date set out above.

McClelland Consulting Engineers, Inc.

City of Fayetteville, Arkansas

BY: 
President, Fayetteville

BY: _____
Mayor

Attachment A

3.1.1.1. SCHEDULE OF SALARY RANGES

<u>Labor Classification</u>	<u>Labor Rate Range</u>
Principal Engineer	\$41.27 - \$65.00
Project Engineer	\$25.84 - \$48.00
Engineering Technician	\$16.50 - \$30.00
Construction Observer	\$15.00 - \$34.00
Chief Draftsman	\$22.00 - \$25.75
Draftsman	\$15.38 - \$22.00
Survey Technician	\$17.00 - \$30.00
Registered Land Surveyor	\$21.50 - \$38.50
Field Survey (1-man or Rodman)	\$16.50 - \$26.00
Survey (2- man or Robotic) Crew	\$17.00 - \$30.00
Geotech Engineer	\$26.66 - \$41.40
Soils Lab Supervisor	\$16.25 - \$21.50
Soils Lab Technician	\$12.90 - \$19.25
Office Administration	\$14.50 - \$22.00
Clerical	\$10.50 - \$20.00

9.3. Engineering Management Services

- McClelland Consulting Engineers, Inc. shall be responsible for engineering management services necessary to verify that the Project is completed and ready for acceptance by AHTD and the City of Fayetteville. This will require interpretation of the plans and contract documents, coordination of changes to the project, assistance in processing of change and contract documents, coordination of changes to the project, assistance in processing of Change Orders and supplemental agreements, resolving disputes, claims analysis, and all other engineering management tasks normally handled by a Resident Engineer. These tasks include, but are not limited to the following:
 1. Schedule and conduct a pre-construction conference for the Project. Document the conference in accordance with AHTD procedures.
 2. Reconcile any and all conflicts between any utilities, storm drainage or roadway components.
 3. Review and monitor the Construction Contractor's work schedule and make recommendations to the City of Fayetteville regarding any changes, or needed changes, to the schedule. Review credentials and qualifications of the Construction Contractor's personnel to ascertain compliance with construction contract requirements regarding said personnel.

4. Maintain a complete set Project records on each Project to include daily diaries, quantities for pay items, progress estimates, material deliveries, submittals, as-builts, and correspondence.
5. Maintain a daily record of each pay item and every two weeks prepare a tabulation of each pay item for the progress estimate. Quantities will be based on daily records and calculations. All such records will be retained by the McClelland Consulting Engineers, Inc..
6. McClelland Consulting Engineers, Inc. shall conduct periodic construction meetings on the Project with the Construction Contractor and their subcontractors, the City of Fayetteville's project Representative and other interested parties to review the work schedule, plan changes, construction problems or other matters. The results of these meetings will be documented on the Resident Engineer's weekly summary.
7. Track and maintain a log on all Construction Contractor submittals including requests for information, shop drawings, catalog cuts, and/or samples. An up to date status of each submittal must be maintained at all times through the approval stage. McClelland Consulting Engineers, Inc. shall review and approve or reject the shop drawings. Reviewed submittals are to be returned to the Construction Contractor for follow-on action. McClelland Consulting Engineers, Inc. shall complete their review in a timely manner so they do not slow the progress on the Construction Contractor. Deficiencies will be immediately reported to the City of Fayetteville's Project Representatives.
8. Identify and monitor Project permit requirements and notify the Construction Contractor and the City of Fayetteville immediately when violations or potential violations occur.
9. Upon notice by the Construction Contractor of pending claims for extra work or work beyond the original scope, maintain records indication the approximate cost of such work performed by the Construction Contractor.
10. Analyze and make recommendations to the City of Fayetteville's Project Representative on all requests received from the Construction Contractor for time extensions, contract changes, requests for information, extra work and proposals.
11. Coordinate all contract changes with the Construction Contractor, the City of Fayetteville and others as required.
12. Process Supplemental Agreements pursuant to the construction contracts for necessary changes and recommended solutions to the City of Fayetteville.
13. Monitor the Construction Contractor's compliance with construction contract provisions in regard to payment of predetermined wage rates in accordance with the City of Fayetteville's procedures. This will include subcontractor compliance.
14. Monitor each Construction Contractor's compliance with contract provisions in regard so Equal Employment Opportunity and Affirmative Action. Coordinate corrective actions with the City of Fayetteville's Project Representative.

15. The Construction Contractor is fully responsible for the means and methods of jobsite safety for his construction personnel. McClelland Consulting Engineers, Inc. will monitor the Construction Contractor's compliance to jobsite safety; however, it is the Construction Contractor's obligation to enforce adherence to the Federal, State and local laws, rules and regulations concerning construction and jobsite safety.
16. Prepare the necessary Project close-out documents to include the final estimate and all supporting records, plus one set of red lined, as-built contract documents.
17. Perform all inspections and reporting required for the National Pollutant Discharge Elimination System (NPDES) permits issued by the Arkansas Department of Environmental Quality in accordance with procedures contained in AHTD's Resident Engineer's Manual and Erosion and Sedimentation Control Manual.
18. Perform all required inspections, testing and any other required services necessary to insure the City of Fayetteville is eligible to receive 80% federal reimbursement for the cost of construction.
19. Prepare periodic monthly pay applications for submittal to AHTD for reimbursement.
20. McClelland Consulting Engineers, Inc. does not make any representation as to the legal sufficiency of contracts it helps to coordinate and the City of Fayetteville is solely responsible for determining that all contracts meet its legal requirements.

9.4. Project Inspection

- McClelland Consulting Engineers, Inc. shall be responsible for monitoring the Contractor's on-site construction operations and inspecting materials entering into the work as required. McClelland Consulting Engineers, Inc. shall keep detailed, accurate records of the Contractor's daily operations in accordance with City of Fayetteville's procedures, rules, standards and policies.
- The frequency and scope of inspections will vary with the work activity being performed; however, McClelland Consulting Engineers, Inc. shall perform inspection services in accordance with the AHTD Residence Engineer's Manual and other procedures, policies, directives and industry accepted standards. The inspector's hours shall parallel the Contractor's work hours.
- McClelland Consulting Engineers, Inc. is responsible for performing any required off-site batch plant or factory inspections of fabricated or manufactured items to be incorporated into the project.

9.5. Testing

- McClelland Consulting Engineers, Inc. shall perform Project-site sampling and testing of component materials and completed work items to ensure the materials and workmanship incorporated in the project are in substantial conformity with the plans, specifications and contract provisions. McClelland Consulting Engineers, Inc. shall meet the minimum sampling frequencies and other provision as contained in the AHTD "Manual of Field Sampling and Testing Procedure".
- McClelland Consulting Engineers, Inc. shall perform all on-site sampling of materials and such testing of materials and completed work items that are not normally required to verify conformance with the contract documents. The inspection and sampling of materials and components, and testing required at locations remote from the vicinity of the project will be performed by the McClelland Consulting Engineers, Inc. including off-site batch plants.
- McClelland Consulting Engineers, Inc. shall provide the services of a Testing Laboratory to perform materials testing of the construction materials incorporated in the work. The Testing Laboratory shall perform material tests in accordance with the AHTD "Manual of Field Sampling and Testing Procedures". The Testing Laboratory shall be an accredited participant in the American Society of Testing Materials (ASTM), Aggregate Materials Reference Laboratory (AMRL) and the Concrete Reference Laboratory (CCRL).
- The Testing Laboratory shall furnish a Laboratory Supervisor who shall be responsible for all Project-site materials testing, documentation, and reporting of test results. The Testing Laboratory shall report test results by phone or fax machine or e-mail on critical construction items within four hours after the test results have been obtained. A written report shall be prepared and sent to the Consulting within 48 hours after test results are known on any test performed by the Testing laboratory.
- McClelland Consulting Engineers, Inc. shall be responsible for on-site job control samples to determine the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, AHTD stamp, etc.
- McClelland Consulting Engineers, Inc. shall maintain a log of each individual test record in accordance with the AHTD material testing manual.

**SUBCONSULTANT
Supplemental Agreement No. 1
Job No. 040618
FAP. No. BRN-9142 (29)
Maple St. & Lafayette St. Bridge Restoration
(Fayetteville)(S)
Washington County**

Date _____

WHEREAS, the McClelland Consulting Engineers, Inc. ("Consultant") and Horner & Shifrin, Inc. (Subconsultant) entered into an Agreement for Engineering Services on March 5th, 2013; and,

WHEREAS, representatives of the City of Fayetteville, Arkansas requested work in addition to that defined in the Agreement.

NOW THEREFORE, the following modifications will be made to the Prime Agreement to include the additional work requested:

MODIFICATIONS:

- 1) See Attachment A for modifications to Section 2.2 and 3.1 of the Subconsultant Agreement.
- 2) See Attachment B for modifications to Appendix A -- Justification of fees and costs

IN WITNESS WHEREOF, the parties execute this Supplemental Agreement No. 1, to be effective upon the date set out above.

McClelland Consulting Engineers, Inc.

Horner & Shifrin, Inc.

BY: 
President, Fayetteville

BY: 
Vice President

Attachment A

2.20 Engineering Management Services

- Provide engineering assistance during construction.
- Attend pre-construction conference.
- Attend one coordination meeting
- Site visits at key stages of Maple St. bridge construction including:
 - Removal of superstructure
 - Spandrel beam cantilever re-construction
 - Final Inspection
- Site visits at key stages of Lafayette St. bridge construction including:
 - Hydro-demolition and overlay
 - Final Inspection
- Complete As-built structural plans

3.1 Schedule of Salary Ranges

<u>Labor Classification</u>	<u>Labor Rate Range</u>
Professional I	\$70.00 – 77.00
Professional II	\$62.02 – 68.22
Professional III	\$49.96 – 57.71
Professional IV	\$44.84 – 51.57
Professional V	\$37.71 – 42.42
Professional VI	\$29.11 – 35.26
Professional VII	\$23.16 – 28.96
Technician I	\$33.65 – 37.02
Technician II	\$31.18– 33.21
Technician III	\$24.28 – 26.71
Technician IV	\$15.43 – 16.97
Word Processor II	\$19.64 – 21.60
Clerical II	\$29.13 – 32.04

Appendix A - Manhour Estimate Summary Sheet
Maple Street Bridge 01940 Bridge Replacement
Lafayette Street Bridge 01941 Bridge Replacement

Lafayette Street and Maple Street Title II Professional Services	
Direct Labor Costs	
Engineering Management Services	\$ 35,202.60
Project Inspection	\$ 86,138.25
Testing	\$ 7,387.94
Sub Total Labor Costs	\$ 128,728.79
Other Direct Costs	
Construction Material Testing	\$ 1,285.50
Mileage	\$ 443.70
Design Consultant - Horner & Shifrin, Inc.	\$ 34,022.72
Sub Total Direct Costs	\$ 35,751.92
Total Lafayette Street and Maple Street Title II Professional Services	\$ 164,480.71

Tentative Agenda
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[illegible]



City of Fayetteville, Arkansas

Tentative Agenda
113 West Mountain Road
Fayetteville, AR 72701
(479) 575-8323
Page 27 of 430

Text File

File Number: 2015-0277

Agenda Date: 7/7/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 8

WATERSHED CONSERVATION RESOURCE CENTER TASK ORDER NO. 3

A RESOLUTION TO APPROVE TASK ORDER NO. 3 WITH THE WATERSHED CONSERVATION RESOURCE CENTER FOR THE DESIGN AND CONSTRUCTION OF A STREAM RESTORATION PROJECT ON AN UNNAMED TRIBUTARY OF CATO SPRINGS BRANCH NEAR THE SOUTHERN BOUNDARY OF THE REGIONAL PARK AND FOR A FEASIBILITY ANALYSIS OF THE REMOVAL OF AN EXISTING DAM ON THE WEST FORK OF THE WHITE RIVER

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves Task Order No. 3 with the Watershed Conservation Resource Center for the design and construction of a stream restoration project on an unnamed tributary of Cato Springs Branch near the southern boundary of the Regional Park and for a feasibility analysis of the removal of an existing dam on the West Fork of the White River.

City of Fayetteville Staff Review Form

2015-0277

Legistar File ID

7/7/2015

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

Chris Brown

6/8/2015

Engineering /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of Task Order No. 03 with the Watershed Conservation Resource Center for the design and construction of a stream restoration project associated with an unnamed tributary of Cato Springs Branch near the southern boundary of the new Regional Park and investigation into the removal of an existing dam on the West Fork of the White River

Budget Impact:

4470.9470.5817.00

Sales Tax Capital/Bridge and Drainage

Account Number

Fund

02097.1

Stormwater Quality Management

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 496,886.00

Funds Obligated \$ 286,529.35

Current Balance **\$ 210,356.65**

Does item have a cost? Yes

Item Cost \$ 113,180.00

Budget Adjustment Attached? No

Budget Adjustment \$ -

#

Remaining Budget **\$ 97,176.65**

V20140710

Previous Ordinance or Resolution # 5645

Original Contract Number:

Approval Date:

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF JULY 7, 2015

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director
Chris Brown, City Engineer

FROM: Alan Pugh, Staff Engineer

DATE: June 8, 2015

SUBJECT: **Approval of Task Order No. 03 with the Watershed Conservation Resource Center for the design and construction of a stream restoration project associated with an unnamed tributary of Cato Springs Branch near the southern boundary of the new Regional Park and investigation into the removal of an existing dam on the West Fork of the White River.**

RECOMMENDATION:

Approval of Task Order No. 03 with the Watershed Conservation Resource Center for the design and construction of a stream restoration project associated with an unnamed tributary of Cato Springs Branch near the southern boundary of the new Regional Park and investigation into the removal of an existing dam on the West Fork of the White River.

BACKGROUND:

On January 7, 2014, City Council approved Resolution ordinance number 5645 to waive competitive bidding and approve a five year memorandum of understanding with the Watershed Conservation Resource Center to jointly seek funding and use such funding to design and construct stream restoration and water quality projects.

DISCUSSION:

In keeping with the City of Fayetteville's goal to identify and fund stream restoration and water quality projects, the proposed project was developed in cooperation with the Watershed Conservation Research Center, WCRC, to include restoration of an unnamed tributary to Cato Springs Branch near the southern boundary of the new regional park.

This project will include the restoration of approximately 2000 linear feet of stream to reduce streambank erosion, prevent land loss, improve aquatic habitat and enhance the aesthetics of the stream corridor that traverses the southern end of the park. In addition to this project, WCRC will conduct a feasibility analysis of removing the dilapidated dam located on the West Fork of the White River at Pump Station Road. This investigation will aid in determining what improvements such as reduced sediment and nutrient loads, reduced safety hazards, restored aquatic habitat along with increased recreational opportunities could be achieved through the removal of the dam.

This project is a collaborative effort including the City, Beaver Water District (BWD), Arkansas Natural Resources Commission (ANRC), Environmental Protection Agency (EPA), Beaver Watershed Alliance and the WCRC. The total cost of the project is \$526,360. ANRC has awarded a grant in the amount of \$300,000 federal dollars that is to be matched by the City and BWD. Both the city and BWD will contribute \$113,180 in the form of cash match toward the grant.

As previously stated, on January 7, 2014, the City Council approved agreement memorandum of understanding with the Watershed Conservation Resource Center (WCRC), and established a method for developing Task Orders to assist the City on projects such as this. To that end, Task Order No. 03 in the amount of \$113,180.00 has been developed.

BUDGET/STAFF IMPACT:

The Stormwater Quality Management/Nutrient Reduction project has been designated in part to fund projects that improve stormwater quality in the City of Fayetteville and would be proposed as the source for the matching funds.

Attachments:

Task Order NO. 03

SGA #14A600

Kessler Mountain Work Plan

Ordinance 5645 and Supporting Documentation

City of Fayetteville - Purchase Order Request (PO) (Not a Purchase Order) All PO Requests shall be scanned to the Purchasing e-mail: Purchasing@fayetteville-ar.gov. Purchase shall not be made until an actual PO has been issued.							Requisition No.: P.O Number:		Date: Tentative Agenda Page 284 of 430	
Vendor #: 16441			Vendor Name: Watershed Conservation Resource Center (WCRC)				Mail ☐ Yes ☐ No		Legistar#: 2015-0277	
Address: 380 W. Rock St					FOB Point:		Taxable ☐ Yes ☐ No			
City: Fayetteville			State: AR		Zip Code: 72701		Ship to code:		Quotes Attached ☐ Yes ☐ No Expected Delivery Date:	
Requester: Alan Pugh					Requester's Employee #: 4073		Extension: 8208			
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project.Sub#	Inventory #	Fixed Asset #	
1	Regional Park Stream Restoration	1	Lot	113,180.00	\$113,180.00	4470.9470.5817.00	02097.1			
2					\$0.00					
3					\$0.00					
4					\$0.00					
5					\$0.00					
6					\$0.00					
7					\$0.00					
8					\$0.00					
9					\$0.00					
10					\$0.00					
*	Shipping/Handling		Lot		\$0.00					
Special Instructions: Fayetteville has long worked with the Watershed Conservation Resource Center (WCRC) and funded quality stream restoration projects successfully completed by the Center and therefore entered into a Memorandum of Understanding (MOU) for certain projects on January 9, 2014. This project falls under this MOU and due to the unique nature of the services required as well as the history of quality projects with WCRC the council waived competitive bidding.							Subtotal: \$113,180.00			
							Tax: \$0.00			
							Total: \$113,180.00			
Approvals:										
Mayor: _____			Department Director: _____			Purchasing Manager: _____				
Chief Financial Officer: _____			Budget Director: _____			IT Director: _____				
Dispatch Manager: _____			Utilities Manager: _____			Other: _____				

TASK ORDER NO. 3

RESTORATION OF TRIBUTARY TO CATO SPRINGS AT THE FAYETTEVILLE KESSLER MOUNTAIN REGIONAL PARK

STATE OF ARKANSAS

COUNTY OF WASHINGTON

This Task Order is written pursuant to the Memorandum of Understanding (MOU) as described in Ordinance No. 5645 executed on January 7, 2014. The referenced MOU pertains to potential stream restoration projects and associated services with the Watershed Conservation Resource Center (WCRC). This Task Order entered into and executed on the date indicated below the signature block by and between the City of Fayetteville and Watershed Conservation Resource Center sets forth the project description, project schedule and associated fees for these services related to Federal Assistance Grant (I.D. C900F91901) "Improving the City of Fayetteville's Urban Streams by Reducing Sediment & Nutrient Loadings in the West Fork White River Watershed" awarded to the Watershed Conservation Resource Center on October 1, 2014.

Section I - Project Description

This project consists of two primary elements. First, the WCRC will develop and implement a stream restoration project that will complement the ongoing park development occurring at the Fayetteville Kessler Mountain Regional Park. Approximately 2,000 feet of stream will be restored to reduce streambank erosion, prevent land loss, improve aquatic habitat, and enhance the aesthetics of the stream corridor that traverses the southern end of the park. Second, the WCRC will conduct a feasibility analysis of removing the dilapidated dam located on the West Fork White River at Pump Station road. The purpose of the investigation will be to determine what opportunities exist to remove the dam in order to reduce sediment and nutrient loads, restore aquatic habitat and migratory fish passage, reduce safety hazards, increase recreational amenities, and improve aesthetics of the river corridor.

Section II - Project Timeframe

The project will be conducted over the period of the grant award which is October 1, 2014 to September 30, 2016.

Section III - Scope of Services

The WCRC will conduct activities as outlined in the attached workplan. Activities include but are not limited to: 1) Development of a Quality Assurance Project Plan 2) Conducting an inventory of streambank conditions along the un-named tributary to be restored within the Regional Park 3) Conduct a topographic survey of the stream 4) Development of a restoration plan 5) Application for permits 6) Implementation of the restoration design and 7) Public Outreach

Section IV - Fees and Payments

The project is a collaborative effort including the City, Beaver Water District (BWD), Arkansas Natural Resources Commission (ANRC), Environmental Protection Agency (EPA), Beaver Watershed Alliance and the WCRC. The total cost of the project is \$526,360. ANRC has awarded the WCRC a grant of \$300,000 federal dollars that is to be matched by the City and BWD. Both the City and BWD will contribute \$113,180 in the form of cash match towards the grant. This task order will commit the City to providing a total of \$113,180 as matching funds to support the grant with \$13,180 towards the development of the restoration design in 2015 and \$100,000 towards the implementation of the project in 2016.

Section V - Memorandum of Understanding in Effect

Except as amended specifically herein, the Memorandum of Understanding Fayetteville shall remain in full force as originally approved.

IN WITNESS WHEREOF, the parties hereto have caused this TASK ORDER to be duly executed as of the date and year first herein written.

FOR THE CITY OF FAYETTEVILLE

By: _____
Mayor Lioneld Jordan

Attest: _____
Sondra Smith, City Clerk

Date: _____

FOR WATERSHED CONSERVATION RESOUCCE CENTER

By: 
Sandi Formica

Attest: 

Date: June 5, 2015

SUB-GRANT AGREEMENT SGA #14A600
between
ARKANSAS NATURAL RESOURCES COMMISSION
and the
WATERSHED CONSERVATION RESOURCE CENTER

Restoration at Cato Springs at the Fayetteville Mount Kessler Regional Park
GRANT # C900F91901
PROJECT: 14-600

SECTION 1. - PURPOSE

The purpose of this Sub-Grant Agreement is to establish the responsibilities of the Arkansas Natural Resources Commission (Commission) and Watershed Conservation Resource Center (WCRC) necessary to complete a cooperative nonpoint source pollution prevention project.

The goal of the project is to reduce sediment and phosphorus loadings to and enhance the ecology of the West Fork White River (WFWR) watershed within the city limits of Fayetteville. The project objective is to implement a 2,000 ft stream restoration on an unstable tributary to Cato Springs at the Fayetteville Mount Kessler Regional Park.

SECTION 2. - GENERAL

The Commission is the recipient of a grant from the US Environmental Protection Agency (EPA) to be used for implementation of the project. A requirement of the grant is that state and local funds also be secured. The following is a summation of funding requirements:

SUMMARY OF FUNDS

Funds provided to the Watershed Conservation Resource Center	
EPA (997) –	\$300,000
ANRC (2RG-04)	\$0
TOTAL FUNDS	\$300,000
Funds provided by the Watershed Conservation Resource Center (Cash or In-Kind)	\$226,360
TOTAL MATCH	\$226,360
TOTAL PROJECT COST	\$526,360

SECTION 3. – WATERSHED CONSERVATION RESOURCE CENTER RESPONSIBILITIES

1. Provide personnel, supplies, and other resources necessary for completion of the project as outlined in the attached scope of work.
2. Abide by all conditions of US EPA Assistance Agreement. The Administrative Conditions of the grant are attached and incorporated by reference.
3. Complete all milestones, tasks, and outputs as outlined in the project workplan in a timely manner.
4. Provide Quarterly Reports to the Commission within 15 days of the end of September, December, March, and June; including Progress Reports, Supporting Documentation, MBE/WBE Expenditures, and other matters required by the Commission.
5. Participate in an annual project evaluation as requested and provide a report to the Commission on significant accomplishments and other information as required by the Commission resulting from this project. An Annual Evaluation Report will be submitted to the Commission by October 1st of each year.
6. Maintain financial records acceptable to the Commission. Submit to the Commission an annual audit of funds that have been provided under this agreement.
7. Request payment for services provided in accordance with the attached schedule of payments. Requests will be made no more than quarterly and will be accompanied by the required project progress report.
8. Provide funds to the project as scheduled in the summary of funds and in the project work-plan.

SECTION 4. - COMMISSION RESPONSIBILITIES

1. Administer the grant in accordance with US EPA regulations.
2. Make semi-annual reports to Region 6 of the US EPA on progress of the project.
3. Include activities of the project in its annual report on nonpoint source management to US EPA.
4. Provide payment in a timely and efficient manner for work performed in accordance with the attached schedule of payments.
5. Provide personnel, supplies and resources for completion of the project as outlined in the attached scope of work.
6. Abide by conditions of US EPA Assistance Agreement.

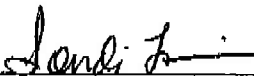
7. Make periodic inspections of the work to determine if it meets the requirements of the EPA Assistance Agreement.
8. The project will be assessed at the end of the first year by the Nonpoint Source (NPS) Staff. The NPS Staff will determine if the project is on schedule and all milestones, tasks, and outputs as outlined in the project workplan have been accomplished in a timely manner. Funding for the following year(s) of this project will be contingent upon satisfactory completion of tasks, by the completion date(s) as outlined in the schedule of tasks and outputs.

SECTION 5. - IT IS FURTHER AGREED

1. Employees of all parties will cooperate fully with each other in such a manner as to maintain and enhance the image of all parties and any other agencies assisting the project.
2. Any advertisements or information released regarding the project must reference the contributions of the Commission and EPA.
3. Any and all equipment purchased by US EPA Assistance Agreement or Commission funds will be properly identified reflecting who provided funding for the equipment.
4. Any and all equipment and supplies purchased by US EPA Assistance Agreement or Commission funds will be surrendered to the Commission if the terms of this agreement are not met. Equipment purchased by US EPA Assistance Agreement or Commission funds requires the Commissions' approval prior to disposition.
5. The Sub-grantee will be required to participate in the Commissions' annual project review meeting and any other meetings and/or conferences the Commission deems necessary.
6. The Commission may terminate this agreement with a 30-day written notice at any time if it is determined by the Commission's Executive Director that the work is not within the terms and condition of this agreement including the project workplan and other grant requirements, or if the EPA determines that the work is not within the grant requirements.
7. This Sub-Grant Agreement will expire **October 31, 2016.**
8. The project duration will be 2 years, beginning- **October 1, 2014 – September 30, 2016.**
9. Final Report and Invoice are due no later than **October 15, 2016.**

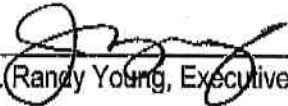
Acceptance of this agreement is evidenced by signature below.

WATERSHED CONSERVATION RESOURCE CENTER

By: 
Sandi Formica, Executive Director

Date: Sept 19, 2014

ARKANSAS NATURAL RESOURCES COMMISSION

By: 
J. Randy Young, Executive Director

Date: 9-24-14

**Scope of Work
14-600**

Improving the City of Fayetteville's Urban Streams by Reducing Sediment & Nutrient Loadings in the West Fork White River Watershed

Task 1, Financial Review

Objectives: A financial review of all financial records following agreed upon procedures.

Subtask 1.1 Financial review for project period

Deliverables:

1. Report of Financial review

Task 2: Develop QAPP

Objectives: Develop a QAPP document to insure that all data collection activities are performed in accordance with documented and approved techniques.

Subtask 2.1 Develop QAPP for submittal to ANRC

Subtask 2.2 Edit QAPP per ANRC comments

Subtask 2.3 Submit final QAPP for approval

Deliverables:

1. Draft QAPP
2. QAPP approved by ANRC and EPA

Task 3: Pre Implementation Monitoring

Objective: To estimate the pre-restoration sediment and phosphorus load from the site and to quantify the improvements resulting from implementation of the restoration plan.

Subtask 3.1 Conduct BEHI analysis prior to restoration at restoration site

Subtask 3.2 Collect and analyze riverbank materials for sediment and phosphorus

Deliverables:

1. Results of erosion potential inventory and predicted erosion rates prior to restoration

Task 4: Tributary to Cato Springs Reach Restoration and Implementation

Objective: Design and implement a river restoration in an urban environment using natural channel design principles to improve water quality and wildlife habitat

Subtask 4.1 Perform survey of site selected for restoration

Subtask 4.2 Survey reference reach

Subtask 4.3 Develop restoration design

Subtask 4.4 Meetings with City to present design and discuss logistics

Subtask 4.5 Apply for permits and develop competitive bid package for materials, contractor, or any item over \$5000

Subtask 4.6 Implement restoration design and provide construction oversight

Subtask 4.7 Complete site re-vegetation and finishing activities

Subtask 4.8 Initiate inspection and maintenance required for a minimum of 5 years

Deliverables:

1. A summary of reference reach data that will be used for restoration design
2. A summary of the site geomorphology
3. A copy of the restoration design plan
4. 404 permit application
5. Photographs of construction activities and completed work
6. Photographs of the re-vegetated site
7. Summary of inspection and maintenance activities

Task 5: Post Implementation Monitoring

Objective: Document implemented river restoration design

Subtask 5.1 Conduct an as-built survey following construction

Deliverables:

1. As-built survey

Task 6: Conceptual Design of WFWR River Restoration and Dam Removal

Objective: To evaluate the feasibility of addressing the dam and restoring the sections of the WFWR and Town Branch immediately downstream of the dam using natural channel design principles would be conducted.

Subtask 6.1 Collect Survey Data

Subtask 6.2 Collect Erosion Data & Estimate Potential Load Reductions

Subtask 6.3 Sample and Analyze Sediments in Dam Backwater Area

Subtask 6.4 Meet with the City and Affected Landowners

Subtask 6.5 Develop Conceptual Design Alternatives and Estimate Costs

Deliverables:

- 1) Summary of survey data
- 2) Summary report of feasibility analysis

Task 7: Conduct Outreach

Objective: The objective of the public outreach task will be to promote awareness of riverbank restoration techniques using the natural channel design approach.

Subtask 7.1 Develop and distribute information fact sheet

Subtask 7.2 Conduct two site tours

Subtask 7.3 Develop and present technical presentation

Subtask 7.4 Design and install interpretive signs

Subtask 7.5 Volunteer coordination for trash removal, recycling, planting, invasive removal

Deliverables:

- 1) Informational fact sheet
- 2) List participants who attend site tours
- 3) List of volunteer participants

Task 8: Reporting

Objective: Provide ANRC information regarding the progress of this project on a quarterly and annual basis and provide a Final Report detailing the project.

Subtask 8.1 Quarterly Reports that include implementation documentation

Subtask 8.2 Annual Reporting and meetings

Subtask 8.3 Final Report

Deliverables:

1. Quarterly Reports with implementation documentation
2. Annual Reports submitted by October 1 each year of the project
3. Presentation and a copy of presentation/documentation of project activities provided at annual review meetings
4. Final report summarizing project activities and presenting NPS reduction results

Overall Schedule of Tasks and Outputs:

Task	Subtask Number	Description	Start Date	Completion Date
1	1.1	Review financial records	9/30/2015	9/30/201
2	2.1	Develop QAPP for submittal to ANRC	10/1/2014	11/1/2014
	2.2	Edit QAPP per ANRC comments	12/1/2014	1/1/2015
	2.3	Submit final QAPP for approval	1/15/2015	2/15/2015
3	3.1	Conduct BEHI pre restoration and estimate loads	3/1/2015	5/1/2015
	3.2	Collect samples of streambank materials	3/1/2015	5/1/2015
4	4.1	Perform survey of site selected for restoration	3/1/2015	6/1/2015
	4.2	Survey reference reach	3/1/2015	6/1/2015
	4.3	Develop restoration design	7/1/2015	10/1/2015
	4.4	Meetings with City	10/1/2014	9/30/2016
	4.5	Apply for permits & develop competitive bid package	10/1/2015	5/31/2016
	4.6	Implement restoration design	6/1/2016	7/31/2016
5	5.1	As-Built Survey	9/1/2016	9/15/2016
6	6.1	Collect Survey Data	9/1/2015	10/30/2015
	6.2	Collect Erosion Data (Toe Pin)(BEHI) and Estimate Potential Load Reductions	9/1/2015	10/30/2015
	6.3	Sample- Analyze Sediment in Dam Backwater Area	9/1/2015	10/30/2015
	6.4	Meet with the City and Affected Landowners	10/1/2015	9/30/2016
	6.5	Collect Survey Data	9/1/2015	10/30/2015
7	7.1	Develop and distribute information fact sheets	10/1/2015	9/30/2016
	7.2	Stream Tours	10/1/2015	9/30/2016
	7.3	Develop and present technical presentation	10/1/2015	9/30/2016
	7.4	Design and install interpretive signs	6/1/2016	9/30/2016
	7.5	Volunteer Coordination (Trash Clean-Ups, Invasive Species Management, Planting Days)	10/1/2014	9/30/2016
8	8.1	Quarterly Reporting	10/1/2014	9/30/2016
	8.2	Annual Reporting and Meetings	10/1/2014	9/30/2016
	8.3	Final Report	8/31/2016	9/30/2016

Nonpoint Source Summary Page Project 14-0600 FY 14 CWA Section 319(h)

- 1. Title of Project:** Improving the City of Fayetteville's Urban Streams by Reducing Sediment & Nutrient Loadings in the West Fork White River Watershed
- 2. Project Goals/Objectives:** The goal of the project is to reduce sediment and phosphorus loadings to and enhance the ecology of the West Fork White River (WFWR) watershed within the city limits of Fayetteville. The project objectives are to:
 - Implement a 2,000 ft stream restoration on an unstable tributary to Cato Springs at the City's Mount Kessler Regional Park.
 - Initiate the implementation of restoration on the WFWR main channel within the city limits by evaluating the old water intake dam and river restoration required
 - Increase awareness and promote the use of natural channel design in urban environments among landowners and the public
- 3. Project Tasks:** 1) Financial Audit; 2) Develop QAPP; 3) Pre Implementation Monitoring; 4) Unnamed Tributary Restoration & Implementation; 5) Post Implementation Monitoring; 6) WFWR Restoration Conceptual Design & Dam Removal; 7) Conduct Outreach; 8) Reporting
- 4. Measures of Success:** This project will be considered successful if there is an 80% reduction of sediment from the selected restoration site.
- 5. Project Type:** Statewide () Watershed (X) Demonstration (X)
- 6. Waterbody Type:** River (X) Groundwater () Other ()
- 7. Project Location:** White River (11010001)
- 8. NPS Management Program Reference:** The proposed project addresses key elements of the state NPS program: Element #3 Strong working partnerships with appropriate state, Tribal, regional, and local entities, private sector groups, citizens groups, and Federal agencies.) and Element #4 (a) abates water quality impairments from existing sources and (b) prevents significant threats to water quality from present and future activities.
- 9. NPS Assessment Report Status:** Impaired (X) Impacted () Threatened ()
- 10. Key Project Activities:** Hire Staff () Monitoring () Technical Assistance () Education () BMP Implementation (X) Demonstration Project (X) Other () Planning ()
- 11. NPS Management Program Elements:** Section 7-Sediment; Objectives 7.6, 7.10, 7.13
- 12. Project Costs:** Federal (\$300,000) State/Local (\$226,360) Total (\$526,360)
- 13. Project Management:** Watershed Conservation Resource Center will be responsible for grant administration and coordinating all activities related to the project.
- 14. Project Period:** September 2014 – October 2016

Project 14-0600

Improving the City of Fayetteville's Urban Streams by Reducing Sediment & Nutrient Loadings in the West Fork White River Watershed FY 2013, CWA Section 319(h)

Introduction

The West Fork White River (WFWR) is one of seven major tributaries to the White River, which forms Beaver Lake, the primary drinking water source for over 450,000 people in Northwest Arkansas. The WFWR is the largest contributor of sediment and phosphorus loadings to Beaver Lake and has been on the State's Department of Environmental Quality's 303 (d) list of impaired streams since 1998 for not supporting its 'aquatic life' use because of excessive silt loads and turbidity levels (Figure 1).¹

Because of its importance to Northwest Arkansas as a natural area and major tributary to the sole drinking water source, extensive watershed assessment and

planning has been conducted. One common thread that runs through the results of watershed assessment and planning is that streambank erosion is a major contributor of sediment (66%) and nutrients to the WFWR, and implementation of river and streambank restoration will reduce sediment and nutrients, while restoring both aquatic and terrestrial habitat.² The Watershed Conservation Resource Center (WCRC) has worked with several local partners and implemented stream restoration projects to reduce sediment and nutrient loads to the WFWR.

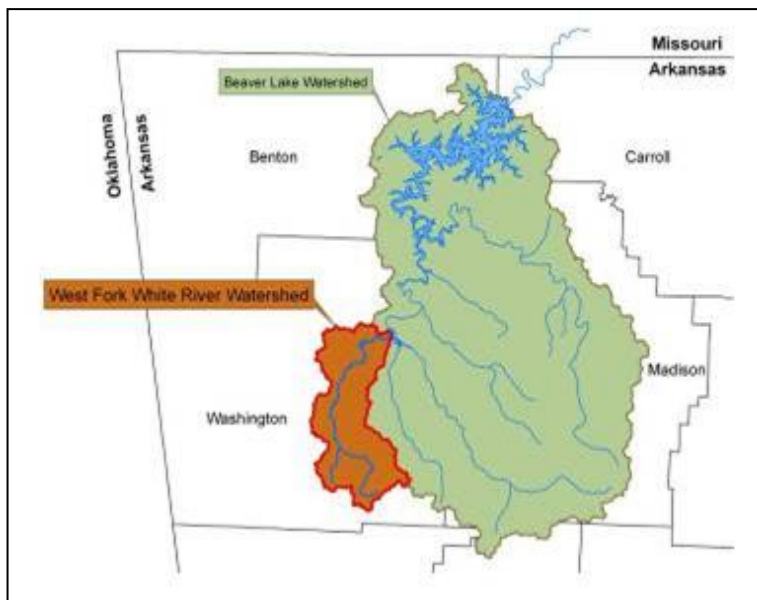


Figure 1 The West Fork White River located in Washington County, AR is listed as impaired due to siltation

Stakeholder-based planning in the Beaver Lake watershed has resulted in an approved watershed management plan that meets the Environmental Protection Agency's (EPA) nine element plan criteria. Based on the Beaver Lake Protection Strategy (BLPS),³ the WFWR is a priority watershed for sediment and phosphorus reduction. One of the objectives of the BLPS is to prevent or offset a projected 14 % increase in phosphorus load and a 21 % increase in sediment load to Beaver Lake resulting from anticipated real estate development in the watershed over the next 50 years. Streambank restoration is one of the five key components of the strategy that can help to offset increased future loading. The recent implementation of the river restoration at the Fayetteville Municipal Airport (Figure 2) made significant contributions to

¹ Arkansas Department of Environmental Quality (ADEQ), Draft Water Quality Inventory Report, Prepared Pursuant to Section 305(b) of the Federal Water Pollution Control Act, 1998, 2008

² Formica, S.J., M.A. Van Eps, M.A. Nelson, A.S. Cotter, T.L. Morris, J.M. Beck, 2004, West Fork White River Watershed - Sediment Source Inventory and Evaluation. Proceedings from ASAE Conference "Self-Sustaining Solutions for Streams, Wetlands, and Watersheds," 2004, St. Paul, MN.

³ Beaver Lake Watershed Protection Strategy, Prepared for the Northwest Arkansas Council, Tetra Tech, Research Triangle Park, NC, 2009

meeting the goals in the BLPS, reducing annual sediment and phosphorus loads by approximately 8.1% and 7.6%, respectively. Further stream restoration actions will help meet the BLPS goals and work towards the removal of the WFWR from the state's 303 (d) listed streams.

Forty percent of the City of Fayetteville (City) lies within the WFWR watershed including the downstream section of the main stem and several tributaries including Town Branch. The City has proven that they are committed to improving the local water quality and reducing the City's impacts to streams and rivers through the implementation of several proactive measures described as follows:

- 1) The City has partnered with the WCRC and other entities to implement three urban stream restorations. One located on Mullins Creek, a tributary to Town Branch that runs through the University of Arkansas's campus. The stream restoration not only reduces sediment and phosphorus in the WFWR watershed, but it serves as a hands-on education tool for both University students and Fayetteville High School, which is located around the block from the project.

- 2) The City developed a stakeholder-based nutrient reduction plan to reduce phosphorus and sediment loadings within the Beaver Lake watershed that recommended restoration of 4,600 ft. of the WFWR at the Fayetteville Municipal Airport. Based on the Conservation Partnerships Initiative WFWR Watershed



Figure 2 WFWR restoration at Fayetteville Municipal Airport

Restoration of Priority Stream Reaches Project Plan⁴, this reach was the 2nd highest priority out of 29 identified reaches in need of restoration within the watershed. The City invested over \$300,000 and partnered with the WCRC, Beaver Water District (BWD), and others to implement the river restoration, through an EPA 319 Grant administered by the Arkansas Natural Resource Commission, reducing sediment and phosphorus loads by over 4,000 tons/yr and 1,800 lbs/yr, respectively (Figure 2).

- 3) The City has also created and implemented a progressive streamside protection ordinance, the first and only one in the State of Arkansas. The City's Streamside Protection Ordinance requires new development to designate a 50 foot riparian buffer on designated streams, where building, paving, grading and similar activities are prohibited. Enhancement of the riparian buffer with native plants and removal of invasive species is encouraged. If a developer obtains a variance due to a hardship, mitigation is required, which is often enhancement of the riparian zone.

The City is committed to improving the water quality of the West Fork White River and its tributaries through the implementation of both urban and rural stream restorations to reduce

⁴ Formica S.J. and Van Eps, M.A., Restoration of Priority Stream Reaches Project Plan, USDA NRCS Conservation Partnership Initiative, 2010

sediment and nutrient loads to the WFWR watershed and enhance the local ecology. Stream restoration projects become part of a green infrastructure network within and near the City and serve as a bridge between urban living and the natural environment, effortlessly promoting healthy streams and watersheds to the public through their native vegetation, diverse wildlife, and natural beauty.

Project Overview

The WCRC in partnership with the City, BWD, and Beaver Watershed Alliance proposes the following to reduce sediment and phosphorus loadings to the WFWR watershed:

- Implement a 2,000 ft stream restoration on an unstable tributary to Cato Springs at the City's Mount Kessler Park.
- Initiate the implementation of restoration on the main channel within the city limits on the WFWR by evaluating the old water intake dam and required river restoration

Stream Restoration Implementation: The City is developing a 200 acre multi-use Regional Park at recently purchased property on Mt. Kessler located on the southwest side of town off of Cato Springs Road. Preservation and park development of the site was recommended by a locally developed Green Infrastructure Plan. The park will provide outdoor recreational facilities for citizens within the city limits of Fayetteville and surrounding region that include a great lawn, soccer, softball & baseball fields, tennis, water features, playgrounds, pavilions, nature trails and associated amenities. Two streams flow through the park site and are valuable natural features that will be incorporated into the park design. Historic land use change from forest to agriculture has resulted in stream instability. A 2,000 ft. section of an unnamed tributary that flows to Cato Springs Creek, a major tributary to the WFWR, needs to be

restored. Close to 1,000 feet of streambanks along this stretch are unstable and the riparian area is overwhelmed with invasive plants (Figure 3). Historically, tires, agricultural metals, appliances and more have been dumped along eroding banks in an attempt to stabilize the streambanks. These objects would be removed and recycled as much as possible. A stream restoration design based on natural channel design



Figure 3 Erosion on Unnamed Tributary to Cato Springs

principle would be developed and implemented. Reference reach data from stable sections within the project site as well as existing data from a nearby stream will be used to develop the site plan. The design implementation will include constructing rock structures that deflect flow away from banks and creating defined riffles and pools. Based on the tight bends observed on the channel, it is possible that the channel pattern be modified and some new channel may need to be excavated. Soil mattresses will be built to minimize floodplain erosion during vegetation establishment. The stream corridor will be re-vegetated with native grasses, shrubs, and trees to enhance the native vegetation, reduce soil erosion, and act as a buffer to improve the removal of pollutants from runoff.

The unnamed tributary runs through the heart of the Kessler Mountain Park and most park users will come in contact with the restoration making it a great opportunity for raising

awareness concerning the importance of water quality and urban streams. Signage will be developed and installed for the visitors who want to learn more. Also, stabilization of the eroding streambanks will reduce sediment and total phosphorus loads to the WFWR watershed annually by approximately 130 tons and 30 lbs, respectively. The nitrogen load reduction will be estimated, once streambank samples are collected and analyzed.

Initiation of River Restoration in Conjunction with Dam Removal: Approximately, 10 miles of the WFWR flows through the unincorporated planning area and city limits of Fayetteville's south side. Approximately five of those miles are within the city limits and include a section that flows through the City's industrial area and Softball Park. The WFWR drains approximately 100 mi² at this location and is a large river. An old dam, used for as a water supply in the 1940's, is located on the river. The dam creates several issues:

- 1) Cuts off the lower end of the river and the White River from the upstream section of the WFWR preventing fish migration.
- 2) Stops sediment transport, resulting in a clear water discharge at the dam site, which accelerates streambank erosion downstream.
- 3) Creates a back water pool that extends upstream for over one mile. The pool smothers the natural river features, such as riffles, runs, and glides that are necessary for different stages of aquatic life. The lack of riffles reduces the aeration of the water, impacting both water quality and aquatic life.

Downstream of the dam, there are two priority reaches with accelerated streambank erosion that would need to be restored in conjunction with the dam removal. Also, the confluence of Town Branch with the WFWR is downstream of the Dam. This section of Town Branch has severe streambank erosion and needs to be restored. A feasibility study of addressing the dam and restoring the sections of the WFWR and Town Branch immediately downstream of the dam using natural channel design principles would be conducted. Different scenarios would be developed including removing the dam or designing a bypass channel around the dam, creating a public access point and wetland features. Restoration of this site would result in over 5,000 ft. of large river restoration and 1,000 ft. of Town Branch being restored. The study would be used to generate support for restoration from the City Council and the general public and to secure funding for this major implementation project.

This project will meet multiple local and regional objectives relating to stream channel instability, water quality, and ecological services. The objectives of the project include:

- 1) Restore rivers and streambanks on the WFWR and tributaries to improve water quality by:
 - a. Reducing sediment and phosphorus loadings within the watershed
 - b. Implementing activities that work towards the removal from the state's 303 (d) list
 - c. Restoring riparian areas to improve filtration of stormwater runoff
 - d. Enhancing aquatic habitat and terrestrial habitat
- 2) Reduce stream channel enlargement
- 3) Improve riffle-pool bed features that help to increase water retention and aeration within the system, which results in better assimilation of nutrients into the environment
- 4) Improve aesthetics of the stream
- 5) Implement successful projects that create positive interface between urban and rural areas
- 6) Promote concepts of Green Infrastructure such as stream restoration using natural channel design techniques through presentations, interpretive signage, and conducting field tours

Schedules, Tasks, Objectives, Subtasks, Deliverables, and Estimated Costs

The project will begin 10/1/2014 and end 9/30/2016. A summary of the project tasks, subtasks, and associated schedules are shown below:

Task	Start Date	End Date
Task 1: Financial Records Review		
Review financial records	9/30/2015	9/30/2016
Task 2: Develop QAPP		
Subtask 2.1 Develop QAPP for submittal to ANRC	10/1/2014	11/1/2014
Subtask 2.2 Edit QAPP per ANRC comments	12/1/2014	1/1/2015
Subtask 2.3 Submit final QAPP for approval	1/15/2015	2/15/2015
Task 3: Pre Implementation Monitoring		
Subtask 3.1 Conduct BEHI pre restoration and estimate loads	3/1/2015	5/1/2015
Subtask 3.2 Collect samples of streambank materials	3/1/2015	5/1/2015
Task 4: Reach Restoration and Implementation		
Subtask 4.1 Perform survey of site selected for restoration	3/1/2015	6/1/2015
Subtask 4.2 Survey reference reach	3/1/2015	6/1/2015
Subtask 4.3 Develop restoration design	7/1/2015	10/1/2015
Subtask 4.4 Meetings with City	10/1/2014	9/30/2016
Subtask 4.5 Apply for permits & develop competitive bid package	10/1/2015	5/31/2016
Subtask 4.6 Implement restoration design	6/1/2016	7/31/2016
Task 5: Post Implementation Monitoring		
Subtask 5.1 As-Built Survey	9/1/2016	9/15/2016
Task 6: Conceptual Design of River Restoration and Dam Removal		
Subtask 6.1 Collect Survey Data	9/1/2015	10/30/2015
Subtask 6.2 Collect Erosion Data (Toe Pin)(BEHI) and Estimate Potential Load Reductions	9/1/2015	10/30/2015
Subtask 6.3 Sample- Analyze Sediment in Dam Backwater Area	9/1/2015	10/30/2015
Subtask 6.4 Meet with the City and Affected Landowners	10/1/2015	9/30/2016
Subtask 6.5 Develop Design Alternatives & Estimate Costs	11/1/2015	5/31/2016
Task 7: Outreach		
Subtask 7.1 Develop and distribute information fact sheets	10/1/2015	9/30/2016
Subtask 7.2 Stream Tours	10/1/2015	9/30/2016
Subtask 7.3 Develop and present technical presentation	10/1/2015	9/30/2016
Subtask 7.4 Design and install interpretive signs	6/1/2016	9/30/2016
Subtask 7.5 Volunteer Coordination (Trash Clean-Ups, Invasive Species Management, Planting Days)	10/1/2014	9/30/2016
Task 8: Reporting		
Subtask 8.1 Quarterly Reporting	10/1/2014	9/30/2016
Subtask 8.2 Annual Reporting and Meetings	10/1/2014	9/30/2016
Subtask 8.3 Final Report	8/31/2016	9/30/2016

The objectives, estimated costs, and deliverables for each task are summarized as follows:

Task 1, Financial Review

	Costs	
Federal	Non-Federal Match	Total
\$1,500	\$0	\$1,500

Objectives: A financial review of all financial records following agreed upon procedures.

Subtask 1.1 Financial review for project period

Deliverables:

1. Report of Financial review

Task 2: Develop QAPP

	Costs	
Federal	Non-Federal Match	Total
\$9,000	\$0	\$9,000

Objectives: Develop a QAPP document to insure that all data collection activities are performed in accordance with documented and approved techniques.

Subtask 2.1 Develop QAPP for submittal to ANRC

Subtask 2.2 Edit QAPP per ANRC comments

Subtask 2.3 Submit final QAPP for approval

Deliverables:

1. Draft QAPP
2. QAPP approved by ANRC and EPA

Task 3: Pre Implementation Monitoring

	Costs	
Federal	Non-Federal Match	Total
\$12,000	\$10,000	\$22,000

Objective: To estimate the pre-restoration sediment and phosphorus load from the site and to quantify the improvements resulting from implementation of the restoration plan.

Subtask 3.1 Conduct BEHI analysis prior to restoration at restoration site

Subtask 3.2 Collect and analyze riverbank materials for sediment and phosphorus

Deliverables:

1. Results of erosion potential inventory and predicted erosion rates prior to restoration

Task 4: Tributary to Cato Springs Reach Restoration and Implementation

Costs

Federal	Non-Federal Match	Total
\$222,000	\$125,000	\$347,000

Objective: Design and implement a river restoration in an urban environment using natural channel design principles to improve water quality and wildlife habitat

Subtask 4.1 Perform survey of site selected for restoration

Subtask 4.2 Survey reference reach

Subtask 4.3 Develop restoration design

Subtask 4.4 Meetings with City to present design and discuss logistics

Subtask 4.5 Apply for permits and develop competitive bid package for materials, contractor, or any item over \$5000

Subtask 4.6 Implement restoration design and provide construction oversight

Subtask 4.7 Complete site re-vegetation and finishing activities

Subtask 4.8 Initiate inspection and maintenance required for a minimum of 5 years

Deliverables:

1. A summary of reference reach data that will be used for restoration design
2. A summary of the site geomorphology
3. A copy of the restoration design plan
4. 404 permit application
5. Photographs of construction activities and completed work
6. Photographs of the re-vegetated site
7. Summary of inspection and maintenance activities

Task 5: Post Implementation Monitoring

	Costs	
Federal	Non-Federal Match	Total
\$2,000	\$2,000	\$4,000

Objective: Document implemented river restoration design

Subtask 5.1 Conduct an as-built survey following construction

Deliverables:

1. As-built survey

Task 6: Conceptual Design of WFWR River Restoration and Dam Removal
Costs

Federal	Non-Federal Match	Total
\$32,500	\$59,360	\$91,860

Objective: To evaluate the feasibility of addressing the dam and restoring the sections of the WFWR and Town Branch immediately downstream of the dam using natural channel design principles would be conducted.

Subtask 6.1 Collect Survey Data

Subtask 6.2 Collect Erosion Data & Estimate Potential Load Reductions

Subtask 6.3 Sample and Analyze Sediments in Dam Backwater Area

Subtask 6.4 Meet with the City and Affected Landowners

Subtask 6.5 Develop Conceptual Design Alternatives and Estimate Costs

Deliverables:

- 1) Summary of survey data
- 2) Summary report of feasibility analysis

Task 7: Conduct Outreach

Federal	Costs Non-Federal Match	Total
\$0	\$30,000	\$30,000

Objective: The objective of the public outreach task will be to promote awareness of riverbank restoration techniques using the natural channel design approach.

Subtask 7.1 Develop and distribute information fact sheet

Subtask 7.2 Conduct two site tours

Subtask 7.3 Develop and present technical presentation

Subtask 7.4 Design and install interpretive signs

Subtask 7.5 Volunteer coordination for trash removal, recycling, planting, invasive removal

Deliverables:

- 1) Informational fact sheet
- 2) List participants who attend site tours
- 3) List of volunteer participants

Task 8: Reporting

Federal	Costs Non-Federal Match	Total
\$21,000	\$0	\$21,000

Objective: Provide ANRC information regarding the progress of this project on a quarterly and annual basis and provide a Final Report detailing the project.

Subtask 8.1 Quarterly Reports that include implementation documentation

Subtask 8.2 Annual Reporting and meetings

Subtask 8.3 Final Report

Deliverables:

1. Quarterly Reports with implementation documentation
2. Annual Reports submitted by October 1 each year of the project
3. Presentation and a copy of presentation/documentation of project activities provided at annual review meetings
4. Final report summarizing project activities and presenting NPS reduction results

Coordination, Roles Responsibilities, and Public Participation:

The Watershed Conservation Resource Center will be responsible for coordinating all activities associated with the project. WCRC staff persons Sandi Formica and Matt Van Eps will be co-principle investigators. Part-time staff and/or possible full-time employees will assist in the collection of field data, data analyses, and site preparation. The WCRC is responsible for project oversight, data collection, design, site preparation, restoration implementation, public outreach, and reporting. The City of Fayetteville has committed to participating in this project and will be providing cash matching contributions. The City's funding is currently projected and City Council approval will be sought if the project is selected. Beaver Water District is committed to participating in this project and will provide both cash and in-kind matching funds. Board approval of the funds is needed and will be sought if this project is selected. The BWD will provide staff that will help with data collection and implementation of the restoration design. The Beaver Watershed Alliance will provide assistance with the public outreach, coordination of volunteers for: invasive removal, planting native vegetation, trash removal and recycling of waste materials previously dumped on site, and development of signage. Public participation will be encouraged through outreach activities that will provide education opportunities related to river restoration.

Measures of Success and Performance

Success of the project will be documented by monitoring bank erosion potential and stream channel condition prior to and following the implementation of restoration activities. This project will be successful if an 80% reduction in sediment loads resulting from streambank erosion is observed.

Reference to Project in the NPS Management Program

The proposed project addresses key elements of the state NPS program: Element #3 Strong working partnerships with appropriate state, Tribal, regional, and local entities, private sector groups, citizens groups, and Federal agencies.) and Element #4 (a) abates water quality impairments from existing sources and (b) prevents significant threats to water quality from present and future activities.

Public Participation

Public participation will be encouraged through outreach activities that will provide education opportunities related to restoration of large rivers.

Project Lead

The Watershed Conservation Resource Center is the lead on this project. The contact for this project is:

Sandi J. Formica, Executive Director
Watershed Conservation Resource Center
380 W. Rock Street
Fayetteville, AR 72701
Phone: (501) 352-5252; Fax: (928) 396-2546
formica@watershedconservation.org

List of Attachments

Attachment 1	Estimated Project Budget
Attachment 2	Estimated Budget – City of Fayetteville
Attachment 3	Estimated Budget – Beaver Water District

Attachment 1 – Project Budget

Personnel					
	Salary	m/yrs	Cost	Federal	Non Federal
Project Engineer	\$88,171	0.1703	\$15,016	\$15,016	\$0
Field Technician	\$24,960	0.7502	\$18,725	\$18,725	\$0
Total, Personnel			\$33,741	\$33,741	\$0
Fringe Benefits 39.7%			\$13,395	\$13,395	\$0
Total Personnel including Fringe			\$47,136	\$47,136	\$0
Travel					
In State			\$2,000	\$2,000	\$0
Out of State			\$0	\$0	\$0
Total Travel			\$2,000	\$2,000	\$0
Supplies					
Misc. Supplies (wading gear, stakes, flagging, batteries)			\$3,506	\$3,506	\$0
Laptop Computer			\$2,000	\$2,000	\$0
GPS-construction grading, staking, layout & pre implementation data collection			\$7,000	\$7,000	\$0
Total Supplies			\$12,506	\$12,506	\$0
Contractual					
Financial Records Review			\$1,500	\$1,500	
Total Contractual			\$1,500	\$1,500	
Construction					
Construction Contractor			\$125,000	\$125,000	\$0
Materials - boulders, plants, seed erosion control, supplies, tools			\$90,000	\$90,000	\$0
Total Construction			\$215,000	\$215,000	\$0
Other					
BWD-restoration & feasibility study			\$113,180	\$0	\$113,180
City-restoration & feasibility study			\$113,180	\$0	\$113,180
Soil Sample Analysis			\$6,000	\$6,000	\$0
Total Other			\$232,360	\$6,000	\$226,360
Total Direct Charges			\$510,502	\$284,142	\$226,360
Indirect (47% of salary)			\$15,858	\$15,858	\$0
Grand Total			\$526,360	\$300,000	\$226,360

Attachment 2 Estimated "Other" Budget: City of Fayetteville

Personnel	Salary	m/yr	Cost	Federal	Non Federal
Total, Personnel			\$0	\$0	\$0
Fringe Benefits %			\$0		\$0
Total Personnel including Fringe			\$0	\$0	\$0
Travel					
Total Travel			\$	\$	\$
Equipment					
Total Equipment			\$	\$	\$
Supplies					
Total Supplies			\$	\$	\$
Contractual					
Total Contractual			\$	\$	\$
Construction					
Total Construction			\$	\$	\$
Other					
City of Fayetteville – Cash Match Funding for costs associated with data collection, design development, implementation of tributary to Cato Springs, and WFWR dam removal feasibility study			\$113,180		\$113,180
Total Other			\$113,180	\$	\$113,180
Total Direct Charges			\$113,180	\$	\$113,180
Indirect			\$0	\$0	\$0
Grand Total			\$113,180	\$	\$113,180

Attachment 3 Estimated "Other" Budget: Beaver Water District

Personnel	Salary	m/yrs	Cost	Federal	Non Federal
Total, Personnel			\$0	\$0	\$0
Fringe Benefits %			\$0		\$0
Total Personnel including Fringe			\$0	\$0	\$0
Travel					
Total Travel			\$	\$	\$
Equipment					
Total Equipment			\$	\$	\$
Supplies					
Total Supplies			\$	\$	\$
Contractual					
Total Contractual			\$	\$	\$
Construction					
Total Construction			\$	\$	\$
Other					
Beaver Water District – Cash Match Funding for costs associated with data collection, design development, implementation of tributary to Cato Springs, and WFWR dam removal feasibility study.			\$93,180		\$93,180
Beaver Water District – In-Kind Match for outreach, volunteer coordination, and trash removal/recycle to be conducted by Beaver Watershed Alliance.			\$20,000		\$20,000
Total Other			\$113,180	\$	\$113,180
Total Direct Charges			\$113,180	\$	\$113,180
Indirect			\$0	\$0	\$0
Grand Total			\$113,180	\$	\$113,180

ORDINANCE NO. 5645

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING A FIVE YEAR MEMORANDUM OF UNDERSTANDING WITH THE WATERSHED CONSERVATION RESOURCE CENTER TO JOINTLY SEEK FUNDING AND USE SUCH FUNDING TO DESIGN AND CONSTRUCT STREAM RESTORATION PROJECTS

WHEREAS, the City of Fayetteville has long worked with the Watershed Conservation Resource Center (WCRC) and funded quality stream restoration projects successfully completed by the Center; and

WHEREAS, the provisions of the attached Memorandum of Understanding meet the City of Fayetteville's need for continuing stream restoration projects at little or no cost to the City; and

WHEREAS, the Watershed Conservation Resource Center can efficiently and effectively provide this service at a significant savings to the citizens of Fayetteville.

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

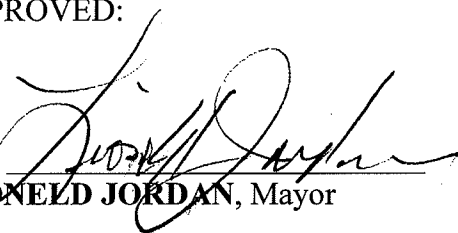
Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and approves a Memorandum of Understanding (marked as Exhibit "A" attached hereto and made a part hereof) between the City of Fayetteville, Arkansas and the Watershed Conservation Resource Center to jointly seek funding and use such funding to design and construct stream restoration projects and authorizes Mayor Jordan to sign such Memorandum.

PASSED and APPROVED this 7th day of January, 2014.

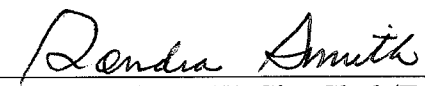
APPROVED:

ATTEST:

By:


LIONEL JORDAN, Mayor

By:


SONDRA E. SMITH, City Clerk/Treasurer



MEMORANDUM OF UNDERSTANDING

Between

Watershed Conservation Resource Center

And

City of Fayetteville

This Memorandum of Understanding (MOU) is entered into and executed on the date indicated below the signature block, by and between the Watershed Conservation Resource Center, hereinafter referred to as WCRC, and the CITY OF FAYETTEVILLE.

A. PURPOSE

The purpose of this MOU is to establish a general framework for cooperation between the WCRC and the CITY OF FAYETTEVILLE to 1) seek funding and conduct stream restoration projects to achieve the common goal of restoring unstable sections of streams to a morphologically stable form utilizing a natural channel design approach and 2) to work together on nonpoint source (NPS) related issues associated with reducing nutrients and improving riparian and other natural areas. Innovative approaches will be used in designing and implementing stream restorations that will result in improved water quality of the City's watersheds and will address severe streambank erosion, while restoring aquatic and terrestrial habitat and maintaining a sustainable, natural hydrology. Such cooperation will serve the parties' mutual interest.

B. STATEMENT OF MUTUAL INTERESTS AND BENEFITS

The WCRC is a nonprofit organization that strives to protect, conserve, and restore natural resources by utilizing the watershed approach, conducting environmental outreach, and providing planning and technical assistance to landowners, communities, and government. The WCRC principals are regional experts and local leaders in implementing natural channel design-based stream restorations that meet multiple local and regional objectives relating to river channel instability, water quality, and ecological services. This MOU is of benefit to the CITY OF FAYETTEVILLE because these activities will help to meet the objectives of the City's Nutrient Reduction Plan and will lead to both aquatic and terrestrial habitat restoration, improved water quality in the form of both phosphorus and sediment reductions, reduced streambank erosion, and improve aesthetics of local streams and rivers. This effort will also help to promote the use of alternatives to traditional channel modifications in both urbanizing and rural areas.

The WCRC and the CITY OF FAYETTEVILLE partnered and have obtained several grants for restoring streams within the City and surrounding areas and for assessing streams for stability and contaminant reduction. These projects have brought over \$2,300,000 to the City for water quality and other environmental improvements and have helped to create local partnerships and outreach opportunities in the areas of river restoration, riparian enhancement, and watershed planning. Four stream and streambank restoration projects have been implemented that have resulted in over 4000 tons of sediment and 3,700 lbs of total phosphorus reductions, annually from streambank erosion, restored both aquatic and terrestrial habitat, protected City

infrastructure, and improved aesthetics of City Parks and other properties. The WCRC currently has three active projects with the City and other partners to conduct more river restoration and assess urban streams and riparian areas to identify priority sites in need of restoration. In addition, the WCRC continues to monitor and maintain the four implemented stream restoration sites.

C. FEES AND PAYMENTS

No fee is associated with this MOU. As projects are identified by the City, a Task Order establishing the scope, fee, and payment terms for the project will be developed. The basis of this fee and justification for the fee shall be contained in an Appendix attached to each Task Order. Adjustment of the fee may be made should WCRC establish and the CITY OF FAYETTEVILLE agree that there has been, or is to be, a significant change in scope, complexity or character of the services to be performed; or if the CITY OF FAYETTEVILLE decides to shorten the duration of work from the time period specified in the Agreement for completion of work and such modification warrants such adjustment.

In consideration of the above premises, the parties agree as follows:

D. THE WCRC:

1. Shall seek funding opportunities for stream restoration projects and other projects related to reduction of non-point source pollution.
2. Upon approval of specific Task Orders by the Mayor or City Council, as required by the City's procurement requirements, shall provide the services detailed in each Task Order. Said tasks may include:
 - a. Identification of stream reaches that could benefit from stream restoration and prioritize, in streams within the City limits.
 - b. Estimation of phosphorous reduction that would be realized for each priority stream restoration project.
 - c. Assistance in developing grant applications for identified stream restorations and other non-point source pollution assessment projects.
 - d. Assistance to the CITY OF FAYETTEVILLE in addressing other NPS related issues.
3. Shall accomplish other specific tasks as detailed in each Task Order

E. THE CITY OF FAYETTEVILLE:

1. Shall coordinate all activities within the City of Fayetteville Divisions and Departments and between the CITY OF FAYETTEVILLE and the WCRC.
2. Shall assist with project activities and tasks.
3. Shall provide review and input into the final restoration designs.
4. Shall oversee activities and coordinate staff needed for implementation of the restoration designs.
5. Shall provide documentation of all project activities and associated matching funds.
6. Recognizes that their participation in stream restoration and NPS projects acquired is an integral component in carrying out a successful project that will result in improved water quality and habitat restoration.
7. Shall accomplish other specific tasks as detailed in each Task Order.

F. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

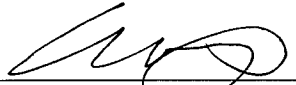
1. FREEDOM OF INFORMATION ACT (FOIA). CITY OF FAYETTEVILLE contract and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the CITY OF FAYETTEVILLE, the WCRC will do everything possible 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. Any information furnished to the WCRC under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
2. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties. Changes, modifications, or amendments in scope (other than as specifically established in this MOU), price or fees to this agreement shall not be allowed without a prior formal contract amendment approved by the Mayor and/or the City Council in advance of the change in scope, cost or fees.
3. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the WCRC or the CITY OF FAYETTEVILLE from participating in similar activities with other public or private agencies, organizations, and individuals.
4. COMMENCEMENT/EXPIRATION DATE. The instrument is executed as of the date of the last signature and is effective for five years.
5. PRINCIPAL CONTACT. The principal contacts for this instrument are:

Sandi Formica, Executive Director
Watershed Conservation Resource Center
380 West Rock Street
Fayetteville, AR 72701
Office Phone: 479-444-1916
Cell Phone: 501-352-5252
Office Fax: 928-396-2546
E-mail: formica@watershedconservation.org

Chris Brown, P.E., City Engineer
City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701
Phone: 479-575-8206
Fax: 479-575-8202
E-mail: cbrown@ci.fayetteville.ar.us

Sarah Wrede, E.I., Staff Engineer
City of Fayetteville
Phone: 479-575-8206
E-mail: swrede@ci.fayetteville.ar.us

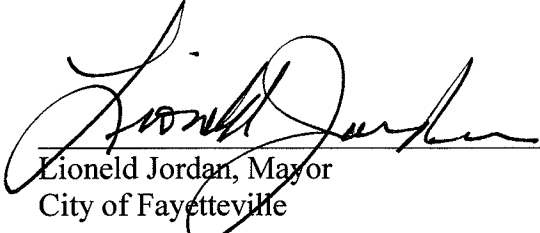
6. NONDISCRIMINATION. During the performance of this agreement, all parties will abide by the terms of Executive Order 11246 on nondiscrimination and will not discriminate against any person because of age, race, color, religion, sex, national origin, or disability.

For S.E.


Sandi J. Formica, Executive Director
Watershed Conservation Resource Center

12/18/13

Date



Lioneld Jordan, Mayor
City of Fayetteville

1/9/14

Date

Sondra E. Smith

Sondra E. Smith, City Clerk/Treasurer
City of Fayetteville

01-09-14

Date



City of Fayetteville Item Review Form

2013-0244

Legistar File Number

1/7/2014

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Sarah Wrede

Submitted By

Development Services

Department

Action Required:

An ordinance to waive competitive bidding and to enter into a Memorandum of Understanding with the Watershed Conservation Resource Center to establish a general framework for cooperation to seek funding and conduct stream restoration projects and to work together on nonpoint source related issues.

Does this item have a cost? ☐ No

\$0.00

Cost of this request

\$0.00

Category or Project Budget

n/a

Program or Project Name

n/a

Account Number

\$0.00

Funds Used to Date

n/a

Program or Project Category

n/a

Project Number

\$0.00

Remaining Balance

n/a

Fund Name

Budgeted Item? ☐

Budget Adjustment Attached? ☐ No

V20130812

Previous Ordinance or Resolution #

Original Contract Number:

Comments:

[Signature]

12-19-13

Paul A. Behn 12-19-2013

[Signature] 12-19-13

[Signature] 12/20/13

12-18-13 90:52 RCVD

[Signature]





www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

Council Meeting of January 7, 2014

To: Mayor and City Council

Thru: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director
Chris Brown, City Engineer

From: Sarah Wrede, Staff Engineer

Date: December 18, 2013

Subject: An ordinance to waive competitive bidding and renew a Memorandum of Understanding with the Watershed Conservation Resource Center to continue a general framework for cooperation to seek funding and conduct stream restoration projects and to work together on nonpoint source related issues.

PROPOSAL

The purpose of this Memorandum of Understanding (MOU) is to establish a general framework for cooperation between the Watershed Conservation Resource Center (WCRC) and the City of Fayetteville to 1) seek funding and conduct stream restoration projects to achieve the common goal of restoring unstable sections of streams to a morphologically stable form utilizing a natural channel design approach and 2) to work together on nonpoint source (NPS) related issues associated with reducing nutrients and improving riparian and other natural areas.

The WCRC is a nonprofit organization that strives to protect, conserve, and restore natural resources by utilizing the watershed approach, environmental outreach, and providing planning and technical assistance to landowners, communities, and government. The WCRC principals are regional experts and local leaders in implementing natural channel design-based stream restorations that meet multiple local and regional objectives relating to river channel instability, water quality, and ecological services. The WCRC and the City have successfully partnered to receive over \$2,300,000 in federal grants for water quality and other environmental improvements. WCRC has been instrumental in securing these funds due to their relationships with Federal grant agencies and their proven track record of successful stream restoration projects. This MOU will establish a continued partnership between the City and WCRC whereby the WCRC will actively seek grant funding for stream restoration projects in the City of Fayetteville, and will allow the City the opportunity to quickly take advantage of opportunities identified. The MOU is effective for a period of five years.

RECOMMENDATION

Staff recommends approval of an ordinance to waive competitive bidding and to renew a Memorandum of Understanding with the Watershed Conservation Resource Center to continue a general framework for cooperation to seek funding and conduct stream restoration projects and to work together on nonpoint source related issues.

BUDGET IMPACT

The proposed agreement will cause no budget impact. As tasks are identified, a Task Order, with associated fee, will be developed for approval by the Mayor and City Council.

ORDINANCE NO. _____

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING A FIVE YEAR MEMORANDUM OF UNDERSTANDING WITH THE WATERSHED CONSERVATION RESOURCE CENTER TO JOINTLY SEEK FUNDING AND USE SUCH FUNDING TO DESIGN AND CONSTRUCT STREAM RESTORATION PROJECTS

WHEREAS, the City of Fayetteville has long worked with the Watershed Conservation Resource Center (WCRC) and funded quality stream restoration projects successfully completed the Center; and

WHEREAS, the provisions of the attached Memorandum of Understanding meet the City of Fayetteville's need for continuing stream restoration projects at little or no cost to the City; and

WHEREAS, the Watershed Conservation Resource Center can efficiently and effectively provide this service at a significant savings to the citizens of Fayetteville.

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 an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and approves a Memorandum of Understanding (marked as Exhibit "A" attached hereto and made a part hereof) between the City of Fayetteville, Arkansas and the Watershed Conservation Resource Center to jointly seek funding and use such funding to design and construct stream restoration projects and authorizes Mayor Jordan to sign such Memorandum.

PASSED and APPROVED this 7th day of January, 2014.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer



City of Fayetteville, Arkansas

Tentative Agenda
113 West Mountain Road
Fayetteville, AR 72701
(479) 575-8323
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Text File

File Number: 2015-0293

Agenda Date: 7/7/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 9

COLLEGE MARKETPLACE (FAYETTEVILLE), LLC

A RESOLUTION TO AUTHORIZE A CONTRACT WITH COLLEGE MARKETPLACE (FAYETTEVILLE), LLC IN THE AMOUNT OF \$186,202.50 FOR PAYMENT OF THE COSTS ASSOCIATED WITH THE INSTALLATION OF A TRAFFIC SIGNAL AT COLLEGE AVENUE AND MASONIC DRIVE, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, Resolution No. 92-14, which was passed on May 6, 2014, expressed the City Council's intention to pay for the installation of a traffic signal at College Avenue and Masonic Drive if Whole Foods, Inc. constructed its store near that intersection, and also approved a budget adjustment in the amount of \$150,000 for the estimated cost of the traffic signal; and

WHEREAS, construction of the Whole Foods store is underway and installation of the traffic signal is substantially completed at a final cost of \$186,202.50, necessitating an additional budget adjustment to cover the difference between the original estimated cost and the actual verified cost.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the Mayor to sign a contract with College Marketplace (Fayetteville), LLC in the amount of \$186,202.50 for payment of the costs associated with the installation of the traffic signal at College Avenue and Masonic Drive,

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution, in the amount of \$36,203.00.

City of Fayetteville Staff Review Form

2015-0293

Legistar File ID

7/7/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Paul Libertini

6/18/2015

Engineering /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A Resolution to approve a Contractual Agreement with College Marketplace (Fayetteville), LLC in which the City agrees to pay the cost of \$186,202.50 for the installation a traffic signal at the intersection of College Avenue and Masonic Drive, and to approve a Budget Adjustment.

Budget Impact:

4520.9555.5809.00

Sales Tax Construction Bonds

Account Number

Fund

06035.4000

Cost Shares/Contingency

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 150,000.00

Funds Obligated \$ -

Current Balance **\$ 150,000.00**

Does item have a cost? Yes

Item Cost \$ 186,202.50

Budget Adjustment Attached? Yes

Budget Adjustment \$ 36,203.00

Remaining Budget **\$ 0.50**

V20140710

Previous Ordinance or Resolution # 92-14

Original Contract Number:

Approval Date:

Comments:

MEETING OF JULY 7, 2015

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director
Chris Brown, City Engineer

FROM: Paul Libertini, Staff Engineer 

DATE: June 18, 2015

SUBJECT: A Resolution to approve a Contractual Agreement with College Marketplace (Fayetteville), LLC in which the City agrees to pay the cost of installing a traffic signal at the intersection of College Avenue and Masonic Drive, and to approve a Budget Adjustment.

RECOMMENDATION:

Staff recommends approval of the attached Contractual Agreement with College Marketplace (Fayetteville), LLC in the amount of \$186,202.50 for the installation of the subject traffic signal.

BACKGROUND:

On May 6, 2014, the Fayetteville City Council passed and approved Resolution No. 92-14 expressing the City Council's intention to pay for the installation of a traffic signal at College Avenue and Masonic Drive, if Whole Foods, Inc. constructs its store at this intersection. This resolution also approved a budget adjustment of \$150,000.00 for the estimated cost of the installation of the traffic signal and appurtenances.

DISCUSSION:

The traffic signal installation is substantially complete and has been installed per the approved engineering plans. The actual construction cost as supported by the attached invoices for the traffic signal and appurtenances is \$186,202.50. This includes the cost of \$10,520.00 for construction staking, concrete flatwork for ADA ramps, and pavement markings (striping) of the intersection. College Marketplace (Fayetteville), LLC has requested that the City issue a partial payment for \$150,000.00, and staff has submitted a check request to the Accounting Department as of June 17th. Staff has reviewed the pay estimate submitted by the S.J. Collins Enterprises and recommends reimbursement of \$186,202.50. The attached Budget Amendment is requested to cover the difference in costs from the original estimate to the actual costs as verified.

BUDGET/STAFF IMPACT:

Reimbursement of the cost of the traffic signal installation shall be paid from the Cost Share account of the Transportation Bond Fund.

Attachments:

Cost Share Agreement (Contractual Agreement)
Pay Request – S.J. Collins Enterprises
Resolution No. 92-14

CONTRACTUAL AGREEMENT

This Agreement, made and entered into this JUNE 19, 2015, by and between the City of Fayetteville, Arkansas and College Marketplace (Fayetteville) LLC., Witnesseth:

WHEREAS, College Marketplace (Fayetteville) LLC., has hired an engineer for the design and contractor(s) for the construction of a Traffic Signal at the intersection of College Avenue and Masonic Drive;

WHEREAS, on May 6, 2014, the Fayetteville City Council passed and approved Resolution No. 92-14 which approved a budget adjustment of \$150,000.00 for the estimated cost to install a traffic signal at College Avenue and Masonic Drive; and

WHEREAS, the actual construction costs to install the traffic signal and appurtenances is \$186,202.50.

NOW, THEREFORE, the City Council of the City of Fayetteville, Arkansas and College Marketplace (Fayetteville) LLC., agree as follows:

1. Upon the City Council and/or the Mayor approving and accepting the traffic signal installation, the City of Fayetteville agrees to:
 - A. Pay the reimbursement cost of \$186,202.50 for the aforementioned traffic signal construction as designed by Remy Kemp Associates, Inc. and Jorgensen & Associates engineer(s) and made a part of this agreement.
 - B. Make all efforts to provide payment to College Marketplace (Fayetteville) LLC. within thirty (30) days after City Council approval and receipt of the invoice(s), but cannot guarantee the thirty day schedule.
2. College Marketplace (Fayetteville) LLC. agrees to:
 - A. Provide the necessary and normal project management, inspection, and testing, as necessary, for a complete and acceptable traffic signal installation.
 - B. Provide a copy of the invoice(s) from the Contractor and a completed lien waiver executed by the Contractor upon acceptance of the traffic signal installation by the City of Fayetteville.

3. It is further understood that the contract for construction is between College Marketplace (Fayetteville) LLC. and his Contractor(s) and that the City has no contractual obligation with either the Contractor or the Engineer. The City's only obligation shall be to participate in a contractual agreement with a not-to-exceed amount of \$186,202.50 for the traffic signal installation and associated construction cost.

**IN AGREEMENT WITH ALL THE TERMS AND CONDITIONS ABOVE, WE
SIGN BELOW:**

CITY OF FAYETTEVILLE

College Marketplace (Fayetteville) LLC

By: _____
LIONELD JORDAN, Mayor

By:  _____
STEVE COLLINS, Managing Member

College Marketplace Signal and Intersection at

Tentative Agenda
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N. College Avenue and Masonic Drive

Description of Service	Construction Co/Consultant	Bid Price	Project Cost
Traffic Study			
Signal Design			
Signal Close Out			
Survey Intersection			
Signal Construction			
	Traffic and Lighting Systems		\$190,317.50
Concrete Flat Work (includes curb cuts, sidewalks, ramps, curb & gutter connection, surface restoration)	Brent Scarbrough		\$4,938.00
Striping (includes arrows, crosswalk, lane striping, stop bars, 200' Entrance Drive & Masonic Drive)	Team Striping, Inc.		\$4,582.00
Soil Boring			
Pole Foundation Design			
Project Traffic Control (for striping)			
Construction Staking	Jorgensen	\$1,000.00	\$1,000.00
AHTD Permit			
City Permit			
Total Estimated Cost of Construction			\$200,837.50

\$190,317.50
 -\$9,385 Change Order #1
 -\$4,750 Pole Found. Design
 -\$500 Engineer Letter =
\$175,682.50
 New subtotal from Traffic &
 Lighting Systems

New Total = \$186,202.50

Donnie Perry
 S.J. Collins Enterprises
 5 SW Broad Street Suite B
 Fairburn, GA 30213
 C:850-217-2029



College Marketplace Signal and Intersection at

N. College Avenue and Masonic Drive

Description of Service	Construction Co/Consultant	Bid Price	Project Cost
Traffic Study			
Signal Design			
Signal Close Out			
Survey Intersection			
Signal Construction			
	Traffic and Lighting Systems		\$190,317.50
Concrete Flat Work			
(includes curb cuts, sidewalks, ramps, curb & gutter connection, surface restoration)	Brent Scarbrough		\$4,938.00
Striping			
(includes arrows, crosswalk, lane striping, stop bars, 200' Entrance Drive & Masonic Drive)	Team Striping, Inc.		\$4,582.00
Soil Boring			
Pole Foundation Design			
Project Traffic Control			
(for striping)			
Construction Staking	Jorgensen	\$1,000.00	\$1,000.00
AHTD Permit			
City Permit			
Total Estimated Cost of Construction			\$200,837.50

Donnie Perry
S.J. Collins Enterprises
5 SW Broad Street Suite B
Fairburn, GA 30213
C:850-217-2029



APPLICATION AND CERTIFICATE FOR PAYMENT

EXHIBIT E

PAGE ONE OF PAGES

Tentative Agenda
Page 323 of 430

TO (OWNER): College Marketplace (Fayetteville), LLC
P.O. Box 214
Fairburn, GA 30213

PROJECT: Traffic Signal APPLICATION NO.: 2
Whole Foods Supermarket PERIOD TO: 4/30/2015
Fayetteville, AR

DISTRIBUTION TO:

OWNER City of Ok City
ARCHITECT

FROM CONTRACTOR: Traffic & Lighting Systems, LLC
13305 N. Santa Fe Ave.
Oklahoma City, OK 73114
CONTRACT FOR: WHOLE FOODS - FAYETTEVILLE, AR

VIA ARCHITECT:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

1. b. ORIGINAL CONTRACT SUM	\$ 180,932.50
2. b. Net Change by Change Orders	\$ 9,385.00
3. b. CONTRACT SUM TO DATE: (Line 1 + 2)	\$ 190,317.50
4. b. TOTAL COMPLETE & STORED TO DATE (Column G on G703)	\$ 179,732.50
5. b. RETAINAGE	\$ 17,973.25
a. Completed Work	
(Column D + E on G703)	
b. Stored Material	0 \$ -
(Column F on G703)	
Total Retainage (Line 5A + 5b or Total in Column 1 of G703)	\$ 17,973.25
6. b. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 161,759.25
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from Prior Certificate)	\$ 97,498.12
8. b. CURRENT PAYMENT DUE	\$ 64,261.13
9. b. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 28,558.25

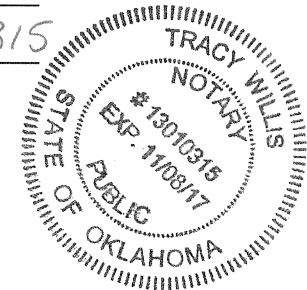
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Traffic & Lighting Systems, LLC

BY: [Signature] DATE: 5/11/15

STATE OF: Oklahoma

COUNTY OF: Oklahoma

Subscribed and sworn to before
me this 11th day of May, 2015Notary Public: [Signature]My Commission Expires: 11-8-17My Commission Number: 13010315

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total change orders approved in previous months		
Total approved this Month		

A	B	C	D	E	F	G	H	I	J	Tentative Agenda
Item No.	EXHIBIT E-1 CONTINUATION SHEET Description of Work	Scheduled Value	Work From Previous Applications (D + E)	Completed This Period	Materials Presently Stored (Not in D or E)	Total Completed And Stored To Date (D + E + F)	% G/C	Balance To Finish (C-G)	Retainage	Page 324 of 430
	SYSTEM LOCAL CONTROLLER, TS2									
1	TYPE 2, (8-PHASES)	\$ 16,675.00	\$ 4,168.75	\$ 12,506.25	\$ -	\$ 16,675.00	100.00%	\$ -	\$ 1,667.50	
2	TRAFFIC SIGNAL HEAD, LED (3 SECTION, 1 WAY)	\$ 6,600.00	\$ 6,600.00		\$ -	\$ 6,600.00	100.00%	\$ -	\$ 660.00	
3	TRAFFIC SIGNAL HEAD, LED (4 SECTION, 1 WAY)	\$ 2,100.00	\$ 2,100.00		\$ -	\$ 2,100.00	100.00%	\$ -	\$ 210.00	
4	COUNTDOWN PEDESTRIAN SIGNAL HEAD, LED	\$ 2,700.00	\$ -	\$ 2,700.00	\$ -	\$ 2,700.00	100.00%	\$ -	\$ 270.00	
5	ELECT. CONDUCTORS IN CONDUIT (1C/#8 A.W.G.)	\$ 560.00	\$ -	\$ 560.00	\$ -	\$ 560.00	100.00%	\$ -	\$ 56.00	
6	TRAFFIC SIGNAL CABLE (5C/14 AWG)	\$ 1,237.50	\$ -	\$ 1,237.50	\$ -	\$ 1,237.50	100.00%	\$ -	\$ 123.75	
7	TRAFFIC SIGNAL CABLE (7C/14 AWG)	\$ 1,950.00	\$ -	\$ 1,950.00	\$ -	\$ 1,950.00	100.00%	\$ -	\$ 195.00	
8	TRAFFIC SIGNAL CABLE (20C/14 AWG)	\$ 2,295.00	\$ -	\$ 2,295.00	\$ -	\$ 2,295.00	100.00%	\$ -	\$ 229.50	
9	GALVANIZED STEEL CONDUIT (1.25")	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ 600.00	100.00%	\$ -	\$ 60.00	
10	NON-METALLIC CONDUIT (2")	\$ 5,250.00	\$ 525.00	\$ 4,725.00	\$ -	\$ 5,250.00	100.00%	\$ -	\$ 525.00	
11	NON-METALLIC CONDUIT (3")	\$ 2,850.00	\$ 2,850.00		\$ -	\$ 2,850.00	100.00%	\$ -	\$ 285.00	
12	NON-METALLIC CONDUIT (3") - BORED	\$ 8,400.00	\$ 8,400.00		\$ -	\$ 8,400.00	100.00%	\$ -	\$ 840.00	
13	CONCRETE PULL BOX (TYPE 2, HD)	\$ 3,350.00	\$ 3,350.00		\$ -	\$ 3,350.00	100.00%	\$ -	\$ 335.00	
14	TRAFFIC SIGNAL MAST ARM & POLE W/FOUNDATION (26')	\$ 12,235.00	\$ 12,235.00		\$ -	\$ 12,235.00	100.00%	\$ -	\$ 1,223.50	
15	TRAFFIC SIGNAL MAST ARM & POLE W/FOUNDATION (45')	\$ 16,150.00	\$ 16,150.00		\$ -	\$ 16,150.00	100.00%	\$ -	\$ 1,615.00	
16	TRAFFIC SIGNAL MAST ARM & POLE W/FOUNDATION (50')	\$ 16,550.00	\$ 16,550.00		\$ -	\$ 16,550.00	100.00%	\$ -	\$ 1,655.00	
17	TRAFFIC SIGNAL MAST ARM & POLE W/FOUNDATION (56')	\$ 20,530.00	\$ 20,530.00		\$ -	\$ 20,530.00	100.00%	\$ -	\$ 2,053.00	
18	TRAFFIC SIGNAL PEDESTAL POLE W/FOUNDATION (10')	\$ 2,625.00	\$ 2,625.00		\$ -	\$ 2,625.00	100.00%	\$ -	\$ 262.50	
19	VIDEO CABLE	\$ 6,270.00	\$ -	\$ 6,270.00	\$ -	\$ 6,270.00	100.00%	\$ -	\$ 627.00	
20	VIDEO DETECTOR (CLR)	\$ 15,960.00	\$ -	\$ 15,960.00	\$ -	\$ 15,960.00	100.00%	\$ -	\$ 1,596.00	
21	VIDEO PROCESSOR, EDGE CARD (2 CAMERA)	\$ 11,550.00	\$ -	\$ 11,550.00	\$ -	\$ 11,550.00	100.00%	\$ -	\$ 1,155.00	
22	VIDEO EDGE CARD EXTENDER	\$ 535.00	\$ -	\$ 535.00	\$ -	\$ 535.00	100.00%	\$ -	\$ 53.50	
23	VIDEO MONITOR (CLR)	\$ 400.00	\$ -	\$ 400.00	\$ -	\$ 400.00	100.00%	\$ -	\$ 40.00	

A	B	C	D	E	F	G	H	I	Tentative Agenda
Item No.	EXHIBIT E-1 CONTINUATION SHEET Description of Work	Scheduled Value	Work From Previous Applications (D + E)	Completed This Period	Materials Presently Stored (Not in D or E)	Total Completed And Stored To Date (D + E + F)	% G/C	Balance To Finish (C-G)	Retainage
24	VEHICLE DETECTOR RACK (16 CHANNEL)	\$ 1,260.00	\$ -	\$ 1,260.00	\$ -	\$ 1,260.00	100.00%	\$ -	\$ 126.00
25	ANTENNA CABLE (TYPE 6) ELECT. CONDUCTORS FOR	\$ 420.00	\$ -	\$ 420.00	\$ -	\$ 420.00	100.00%	\$ -	\$ 42.00
26	LUMINAIRES (2C/12)	\$ 675.00	\$ -	\$ 675.00	\$ -	\$ 675.00	100.00%	\$ -	\$ 67.50
27	MAINTENANCE OF TRAFFIC ELECT. CONDUCTORS IN CONDUIT	\$ 2,675.00	\$ 1,337.50	\$ 1,337.50	\$ -	\$ 2,675.00	100.00%	\$ -	\$ 267.50
28	(1C/#12 AWG, EGC) ELECT. CONDUCTORS IN CONDUIT	\$ 160.00	\$ -	\$ 160.00	\$ -	\$ 160.00	100.00%	\$ -	\$ 16.00
29	(2C/#6 AWG)	\$ 1,020.00	\$ -	\$ 1,020.00	\$ -	\$ 1,020.00	100.00%	\$ -	\$ 102.00
30	LOCAL RADIO WITH ANTENNA	\$ 3,100.00	\$ -	\$ 3,100.00	\$ -	\$ 3,100.00	100.00%	\$ -	\$ 310.00
31	LUMINAIRE ASSEMBLY	\$ 2,160.00	\$ 2,160.00		\$ -	\$ 2,160.00	100.00%	\$ -	\$ 216.00
32	18" STREET NAME SIGN	\$ 2,140.00	\$ -	\$ 2,140.00	\$ -	\$ 2,140.00	100.00%	\$ -	\$ 214.00
33	SERVICE POINT ASSEMBLY MAINTENANCE OF TRAFFIC - EXTRA	\$ 2,000.00	\$ 2,000.00		\$ -	\$ 2,000.00	100.00%	\$ -	\$ 200.00
35	SETUP	\$ 1,500.00	\$ 1,500.00		\$ -	\$ 1,500.00	100.00%	\$ -	\$ 150.00
36	POLE FOUNDATION DESIGN ENGINEER LETTER FOR AHTD POLE	\$ 4,750.00	\$ 4,750.00		\$ -	\$ 4,750.00	100.00%	\$ -	\$ 475.00
37	FOUNDATIONS	\$ 500.00	\$ 500.00		\$ -	\$ 500.00	100.00%	\$ -	\$ 50.00
	TOTAL	\$180,932.50	\$ 108,331.25	\$ 71,401.25	\$ -	\$179,732.50		\$ 1,200.00	\$ 17,973.25

STATEMENT OF WORK DONE TO DATE

Tentative Agenda
Page 326 of 430

TO: S.J. Collins Entrprises
P.O. Box 214
Fairburn, GA 30213
Attn: Mr. Donnie Perry

DATE PREPARED: 5/11/15
TRAFFIC & LIGHTING EST. NO. 2
ESTIMATE PERIOD FROM: 4/1/2015 TO 4/30/2015
TRAFFIC & LIGHTING JOB NO. A14-18
PROJECT: TRAFFIC SIGNAL INSTALLATION
N. COLLEGE AVE. & MASONIC DR.
FAYETTEVILLE, AR
WHOLE FOODS

ITEM NO.	ITEM DESCRIPTION	CONTRACT QUANTITY	UNIT PRICE	PREVIOUS ESTIMATE QUANTITY	PREVIOUS ESTIMATE AMOUNT	THIS ESTIMATE QUANTITY	THIS ESTIMATE AMOUNT	TOTAL TO DATE QUANTITY	TOTAL TO DATE AMOUNT
TRAFFIC SIGNAL ITEMS									
1	SYSTEM LOCAL CONTROLLER, TS2 TYPE 2, (8-PHASES)	1.00	\$ 16,675.00	0.25	\$ 4,168.75	0.75	\$ 12,506.25	1.00	\$ 16,675.00
2	TRAFFIC SIGNAL HEAD, LED (3 SECTION, 1 WAY)	10.00	\$ 660.00	10.00	\$ 6,600.00	-	\$ -	10.00	\$ 6,600.00
3	TRAFFIC SIGNAL HEAD, LED (4 SECTION, 1 WAY)	2.00	\$ 1,050.00	2.00	\$ 2,100.00	-	\$ -	2.00	\$ 2,100.00
4	COUNTDOWN PEDESTRIAN SIGNAL HEAD, LED	4.00	\$ 675.00	-	\$ -	4.00	\$ 2,700.00	4.00	\$ 2,700.00
5	ELECT. CONDUCTORS IN CONDUIT (1C/#8 A.W.G.)	400.00	\$ 1.40	-	\$ -	400.00	\$ 560.00	400.00	\$ 560.00
6	TRAFFIC SIGNAL CABLE (5C/14 AWG)	750.00	\$ 1.65	-	\$ -	750.00	\$ 1,237.50	750.00	\$ 1,237.50
7	TRAFFIC SIGNAL CABLE (7C/14 AWG)	1,000.00	\$ 1.95	-	\$ -	1,000.00	\$ 1,950.00	1,000.00	\$ 1,950.00
8	TRAFFIC SIGNAL CABLE (20C/14 AWG)	450.00	\$ 5.10	-	\$ -	450.00	\$ 2,295.00	450.00	\$ 2,295.00
9	GALVANIZED STEEL CONDUIT (1.25")	50.00	\$ 12.00	-	\$ -	50.00	\$ 600.00	50.00	\$ 600.00
10	NON-METALLIC CONDUIT (2")	350.00	\$ 15.00	35.00	\$ 525.00	315.00	\$ 4,725.00	350.00	\$ 5,250.00
11	NON-METALLIC CONDUIT (3")	150.00	\$ 19.00	150.00	\$ 2,850.00	-	\$ -	150.00	\$ 2,850.00
12	NON-METALLIC CONDUIT (3") - BORED	300.00	\$ 28.00	300.00	\$ 8,400.00	-	\$ -	300.00	\$ 8,400.00
13	CONCRETE PULL BOX (TYPE 2, HD)	5.00	\$ 670.00	5.00	\$ 3,350.00	-	\$ -	5.00	\$ 3,350.00
14	TRAFFIC SIGNAL MAST ARM & POLE W/FOUNDATION (26')	1.00	\$ 12,235.00	1.00	\$ 12,235.00	-	\$ -	1.00	\$ 12,235.00
15	TRAFFIC SIGNAL MAST ARM & POLE W/FOUNDATION (45')	1.00	\$ 16,150.00	1.00	\$ 16,150.00	-	\$ -	1.00	\$ 16,150.00
16	TRAFFIC SIGNAL MAST ARM & POLE W/FOUNDATION (50')	1.00	\$ 16,550.00	1.00	\$ 16,550.00	-	\$ -	1.00	\$ 16,550.00
17	TRAFFIC SIGNAL MAST ARM & POLE W/FOUNDATION (56')	1.00	\$ 20,530.00	1.00	\$ 20,530.00	-	\$ -	1.00	\$ 20,530.00
18	TRAFFIC SIGNAL PEDESTAL POLE W/FOUNDATION (10')	1.00	\$ 2,625.00	1.00	\$ 2,625.00	-	\$ -	1.00	\$ 2,625.00
19	VIDEO CABLE	1,100.00	\$ 5.70	-	\$ -	1,100.00	\$ 6,270.00	1,100.00	\$ 6,270.00

ITEM NO.	ITEM DESCRIPTION	CONTRACT		UNIT	PREVIOUS	PREVIOUS	THIS	THIS	TOTAL	TOTAL
		QUANTITY	PRICE		ESTIMATE	ESTIMATE	ESTIMATE	ESTIMATE	TO DATE	TO DATE
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
20	VIDEO DETECTOR (CLR)	6.00	\$	2,660.00	-	\$ -	6.00	\$ 15,960.00	6.00	\$ 15,960.00
21	VIDEO PROCESSOR, EDGE CARD (2 CAMERA)	3.00	\$	3,850.00	-	\$ -	3.00	\$ 11,550.00	3.00	\$ 11,550.00
22	VIDEO EDGE CARD EXTENDER	1.00	\$	535.00	-	\$ -	1.00	\$ 535.00	1.00	\$ 535.00
23	VIDEO MONITOR (CLR)	1.00	\$	400.00	-	\$ -	1.00	\$ 400.00	1.00	\$ 400.00
24	VEHICLE DETECTOR RACK (16 CHANNEL)	1.00	\$	1,260.00	-	\$ -	1.00	\$ 1,260.00	1.00	\$ 1,260.00
25	ANTENNA CABLE (TYPE 6)	75.00	\$	5.60	-	\$ -	75.00	\$ 420.00	75.00	\$ 420.00
26	ELECT. CONDUCTORS FOR LUMINAIRES (2C/12)	450.00	\$	1.50	-	\$ -	450.00	\$ 675.00	450.00	\$ 675.00
27	MAINTENANCE OF TRAFFIC	1.00	\$	2,675.00	0.50	\$ 1,337.50	0.50	\$ 1,337.50	1.00	\$ 2,675.00
28	ELECT. CONDUCTORS IN CONDUIT (1C/#12 AWG, EGC)	200.00	\$	0.80	-	\$ -	200.00	\$ 160.00	200.00	\$ 160.00
29	ELECT. CONDUCTORS IN CONDUIT (2C/#6 AWG)	300.00	\$	3.40	-	\$ -	300.00	\$ 1,020.00	300.00	\$ 1,020.00
30	LOCAL RADIO WITH ANTENNA	1.00	\$	3,100.00	-	\$ -	1.00	\$ 3,100.00	1.00	\$ 3,100.00
31	LUMINAIRE ASSEMBLY	4.00	\$	540.00	4.00	\$ 2,160.00	-	\$ -	4.00	\$ 2,160.00
32	18" STREET NAME SIGN	4.00	\$	535.00	-	\$ -	4.00	\$ 2,140.00	4.00	\$ 2,140.00
33	SERVICE POINT ASSEMBLY	1.00	\$	2,000.00	1.00	\$ 2,000.00	-	\$ -	1.00	\$ 2,000.00
35	MAINTENANCE OF TRAFFIC - EXTRA SETUP	1.00	\$	1,500.00	1.00	\$ 1,500.00	-	\$ -	1.00	\$ 1,500.00
36	POLE FOUNDATION DESIGN	5.00	\$	950.00	5.00	\$ 4,750.00	-	\$ -	5.00	\$ 4,750.00
37	ENGINEER LETTER FOR AHTD POLE FOUNDATIONS	1.00	\$	500.00	1.00	\$ 500.00	-	\$ -	1.00	\$ 500.00
SUBTOTAL BID FOR TRAFFIC SIGNALS						\$ 108,331.25		\$ 71,401.25		\$ 179,732.50
SUBTOTAL						\$ 108,331.25		\$ 71,401.25		\$ 179,732.50

PENDING CHANGE ORDER # 1 - RELOCATE CONTROLLER TO N.E. CORNER

1	REMOVE & RESET PULL BOX (TYPE 2, HD)	1.00	\$	400.00	-	\$ -	-	\$ -	-	\$ -
2	REMOVE 3" PVC CONDUIT	40.00	\$	27.00	-	\$ -	-	\$ -	-	\$ -
3	NON-METALLIC CONDUIT (3") (HAND DUG)	80.00	\$	25.00	-	\$ -	-	\$ -	-	\$ -
4	REMOVE & RESET CONTROLLER FORM	1.00	\$	1,620.00	-	\$ -	-	\$ -	-	\$ -
5	CONCRETE PULL BOX (TYPE 3, HD)	1.00	\$	670.00	-	\$ -	-	\$ -	-	\$ -
6	TRAFFIC SIGNAL CABLE (20C/14 AWG)	245.00	\$	5.10	-	\$ -	-	\$ -	-	\$ -
7	VIDEO CABLE	290.00	\$	5.70	-	\$ -	-	\$ -	-	\$ -
8	ELECT. CONDUCTORS FOR LUMINAIRES (2C/12)	475.00	\$	1.50	-	\$ -	-	\$ -	-	\$ -

ITEM NO.	ITEM DESCRIPTION	CONTRACT QUANTITY	UNIT PRICE	PREVIOUS ESTIMATE QUANTITY	PREVIOUS ESTIMATE AMOUNT	THIS ESTIMATE QUANTITY	THIS ESTIMATE AMOUNT	TOTAL TO DATE QUANTITY	TOTAL TO DATE AMOUNT
	CHANGE ORDER # 1 SUB TOTAL				\$ -		\$ -		\$ -
	TOTAL FOR ALL CHANGE ORDERS				\$ -		\$ -		\$ -
	TOTAL WORK DONE TO DATE				\$ 108,331.25		\$ 71,401.25		\$ 179,732.50
	LESS: RETAINAGE				\$ 10,833.13		\$ 7,140.12		\$ 17,973.25
	LESS: OTHER DEDUCTIONS				\$ -		\$ -		\$ -
	LESS: PREVIOUS PAYMENTS				\$ 97,498.12		\$ -		\$ 97,498.12
	AMOUNT DUE THIS ESTIMATE				\$ -		\$ 64,261.13		\$ 64,261.13

Proposal



6/1/2015

Sheet 1 of 1

Submitted To:	S.J. Collins Enterprises	Phone:		Fax:	
		Job Name:	Whole Foods		
		Location:	Fayetteville, Arkansas		

We hereby submit specifications and estimates for:

City ROW Cost

<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Price</u>	<u>Subtotal</u>
Handicap Ramp	ea	2	1500.00	3000.00
Sidewalk	sf	50	5.76	288.00
Demo	ls	1	750.00	750.00
Traffic Control	ls	1	900.00	900.00
			Total \$	4,938.00

As Noted Above

Payment to be made as follows:

Monthly Draws

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.	Acceptance of Proposal
Neal Gosdin	Date:
Authorized Signature, Brent Scarbrough & Company, Inc.	

NOTICE TO OWNER

Under the Mechanic's Lien Law, any contractor, subcontractor, laborer, material man or other person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property. Under the law, you may protect yourself against such claims by filing, before commencing such work of improvement, an original contract for the work of improvement or a modification thereof, in the office of the county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less than fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment or materials for the work described in said contract.



DBE Certified

Corporate Office
P.O. Box 1236
Van Buren, AR 72957
Toll Free: (800) 533-3221

Project Manager
Grady Gann
E-mail: grady@timestriping.com
Website: www.timestriping.com

Phone (479) 841-3305 ♦ Fax (479) 474-0498

Fully Licensed, Insured & Bonded – Arkansas Contractor's License #0017280416

"ON TIME EVERYTIME"

DATE: June 3, 2015

RE: **WHOLE FOODS FAYETTEVILLE
MASONIC DRIVE & COLLEGE, FAYETTEVILLE, ARKANSAS
QUOTE FOR PAVEMENT MARKINGS**

We are pleased to offer the following quote for the above referenced project per your request. The prices include all labor and materials needed to complete this portion of the project. All items as listed below are in accordance with Federal and AHTD Specifications, and the 2009 MUTCD. Should a formal contract be issued, this quote must be made part of the contract. This quote is all inclusive.

Upon approval of this quote, we must receive a signed copy of acceptance before any work orders will be scheduled. Please fax signed quote to (479) 474-0498.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QTY</u>	<u>PRICE</u>	<u>TOTAL</u>
1	Removal of 4" Permanent Markings	LF	640	\$1.00	\$640.00
2	4" Reflective Pavement Markings (Paint)	LF	1,320	\$0.50	\$660.00
3	12" Reflective Pavement Markings (Paint)	LF	94	\$3.00	282.00
4	24" Reflective Pavement Markings (Paint)	LF	240	\$5.00	1,200.00
5	Reflective Pavement Markings, Arrows (Paint)	EA	12	\$150.00	\$1,800.00

Notes: If a performance bond is needed, add 1% (\$250.00 minimum) to our quote. This quote includes 1 mobilization and is valid for 30 days from issuance. Price does not include surface prep or cleaning. Additional mobilizations are \$1,000.00 each. The pricing for this quote is all-or-nothing; all items must be taken together.

Thank you in advance for your time and consideration. If you should have any questions, comments, or are in need of additional information, please feel free to contact me at (479) 841-3305.

Sincerely,

Grady Gann,
Project Manager

Accepted By: _____

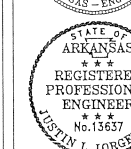
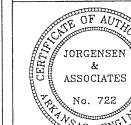
124 W. SUNBRIDGE SUITE
FAYETTEVILLE, AR 72701
PH (479) 442-9127
FAX (479) 582-4807

X CALCULATED POINT
 ● SOUND RAILROAD SPIKE
 ○ SET IRON PIN & CAP
 □ POWER POLE
 △ CENTERLINE MARKER
 Ⓢ TELEPHONE PEDESTAL
 Ⓢ TELEPHONE MANHOLE
 Ⓢ NEW SEWER MANHOLE
 Ⓢ NEW FIRE HYDRANT
 ☆ STREET LIGHT
 --- EXISTING 8" SEWER LINE
 --- EX-55-54
 --- PROPOSED 8" SEWER LINE
 --- 54-55
 --- EXISTING WATERLINE
 --- 54-55
 --- PROPOSED 8" WATER LINE
 --- 54-55
 --- CENTERLINE STREET
 --- BUILDING SETBACK
 --- UTILITY EASEMENT
 --- EXISTING CONTOUR

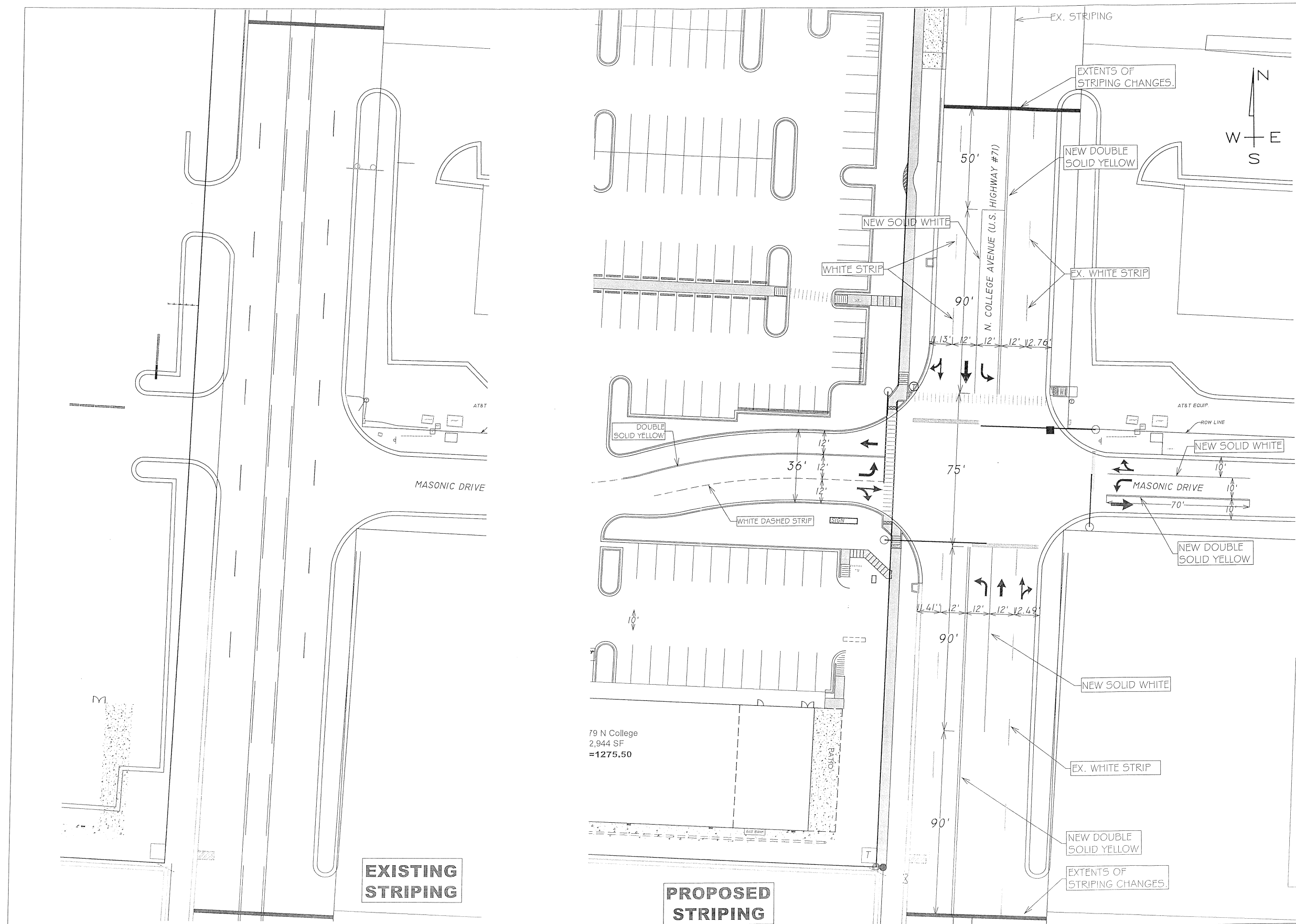
PROJECT TITLE:
SJ COLLINS

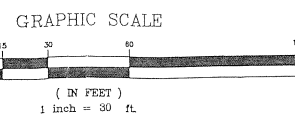
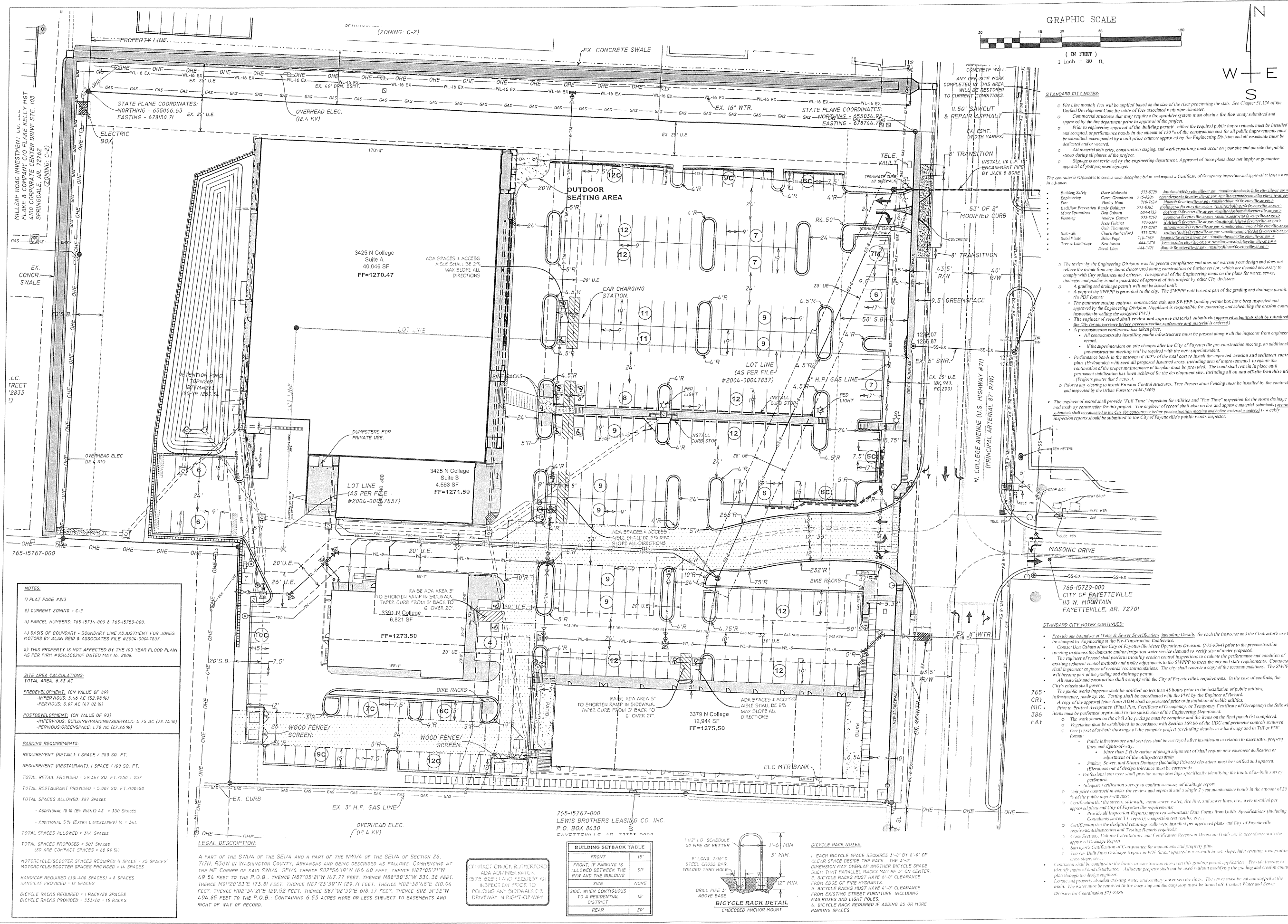
PROJECT LOCATION:
FAYETTEVILLE, AR

DATE: 6-26-14
DRAWN BY: JJJ
PROJECT # 2013120
FILE PATH: Z:\LSD\2013120\DETAILS
SHEET SIZE: 24" x 36"
SCALE: 1"=20'

STRIPING
PLAN

C1.01

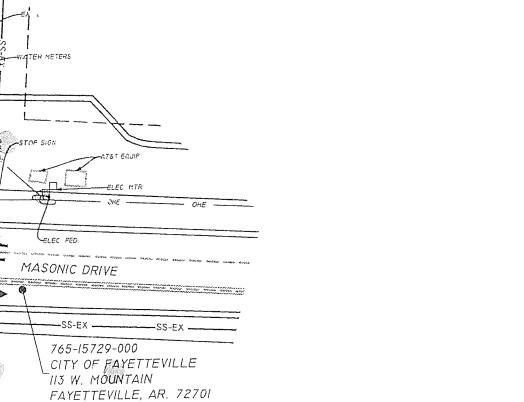




- STANDARD CITY NOTES:**
- 1. Fire Line monthly fees will be applied based on the size of the street fronting the slab. See Chapter 21.134 of the Unified Development Code for table of fire associated with pipe diameter.
 - 2. Commercial structures that may require a fire sprinkler system must obtain a fire flow study submitted and approved by the fire department prior to approval of the project.
 - 3. Prior to engineering approval of the building permit, submit the required public improvements to be installed and accepted, or performance bonds in the amount of 150% of the construction cost for all public improvements must be submitted, accompanied by a unit price estimate approved by the Engineering Division and all easements must be dedicated and/or retained.
 - 4. All material delivery, construction staging, and worker parking must occur on your site and outside the public streets during all phases of the project.
 - 5. Signage is not reviewed by the engineering department. Approval of these plans does not imply or guarantee approval of your proposed signage.

- The contractor is responsible to contact each discipline below and request a Certificate of Occupancy inspection and approval at least a week in advance.
- | Discipline | Professional | Phone | Email |
|------------------|------------------|----------|--|
| Building Safety | Dave Malachuk | 575-8229 | dmalachuk@cityof-fayetteville-ar.gov |
| Engineering | Corey Granderson | 575-8206 | cgranderson@cityof-fayetteville-ar.gov |
| Fire | Harley Hunt | 718-7620 | hhunt@cityof-fayetteville-ar.gov |
| Public Works | Randy Doolinger | 575-8242 | rdoolinger@cityof-fayetteville-ar.gov |
| Meter Operations | Dan O'Brien | 684-4733 | dobrien@cityof-fayetteville-ar.gov |
| Planning | Andrew Garner | 575-8247 | ag Garner@cityof-fayetteville-ar.gov |
| Asset Manager | John Fairley | 575-8287 | jfairley@cityof-fayetteville-ar.gov |
| Public Works | Quin Thompson | 575-8267 | qthompson@cityof-fayetteville-ar.gov |
| Public Works | Chuck Rutherford | 575-8291 | crutherford@cityof-fayetteville-ar.gov |
| Public Works | Brian Pugh | 518-7685 | bpugh@cityof-fayetteville-ar.gov |
| Public Works | Ken Eakin | 444-2479 | keakin@cityof-fayetteville-ar.gov |
| Public Works | Derek Linn | 444-1471 | dlinn@cityof-fayetteville-ar.gov |

- The review by the Engineering Division was for general compliance and does not warrant your design and does not relieve the owner from any items discovered during construction or further review, which are deemed necessary to comply with City ordinances and criteria. The approval of the Engineering Division on the plans for water, sewer, drainage, and grading is not a guarantee of approval of this project by other City divisions.
- A grading and drainage permit will not be issued until:
 - A copy of the SWPPP is provided to the city. The SWPPP will become part of the grading and drainage permit.
 - In PDF format.
 - The permittee erosion control, construction exit, and SWPPP Grading permit has been inspected and approved by the Engineering Division. (Applicant is responsible for contacting and scheduling the erosion control inspection by calling the assigned PWI.)
 - The engineer of record shall review and approve material submittals (approved submittals shall be submitted to the City for review prior to construction meeting and material is ordered).
 - A preconstruction conference has taken place.
 - All contractors installing public infrastructure must be present along with the inspector from engineer of record.
 - If the superintendent on site changes after the City of Fayetteville pre-construction meeting, an additional pre-construction meeting will be required with the new superintendent.
 - Performance bonds in the amount of 100% of the total cost to install the approved erosion and sediment control plan. (Hydrobanks will need all proposed disturbed areas, including areas of proposed erosion, to ensure the continuation of the proper maintenance of the plan must be provided. The bond shall remain in place until permanent stabilization has been achieved for the development site, including all on and off-site franchise utilities. (Projects greater than 5 acres.)
- Prior to any clearing to install Erosion Control structures, True Preservation Fencing must be installed by the contractor and inspected by the Urban Forester (444-3469).
- The engineer of record shall provide "Full Time" inspection for utilities and "Part Time" inspection for the storm drainage and roadway construction for this project. The engineer of record shall also review and approve material submittals, approved submittals shall be submitted to the City for review prior to construction meeting and before material is ordered. A weekly inspection reports should be submitted to the City of Fayetteville's public works inspector.



- STANDARD CITY NOTES CONTINUED:**
- Provide one bound set of Water & Sewer Specifications including Details, for each the Inspector and the Contractor's use to be stamped by Engineering at the Pre-Construction Conference.
 - Contact Dan O'Brien of the City of Fayetteville Meter Operations Division, (575-8244) prior to the preconstruction meeting to discuss the domestic and/or irrigation water service demand to verify size of meter proposed.
 - The engineer of record shall perform monthly erosion control inspections to evaluate the performance and condition of existing sediment control methods and make adjustments to the SWPPP to meet the city and state requirements. Contractor shall implement engineer of record's recommendations. The city shall receive a copy of the recommendations. The SWPPP will become part of the grading and drainage permit.
 - All materials and construction shall comply with the City of Fayetteville's requirements. In the case of conflict, the City's criteria shall govern.
 - The public works inspector shall be notified no less than 48 hours prior to the installation of public utilities.
 - infrastructure, roadway, etc. Testing shall be coordinated with the PWI by the Engineer of Record.
 - A copy of the approval letter from ADH shall be presented prior to installation of public utilities.
 - Prior to Project Acceptance (Final Plan, Certificate of Occupancy, or Temporary Certificate of Occupancy) the following items must be performed or provided to the satisfaction of the Engineering Department:
 - The work shown on the civil site package must be complete and the items on the final punch list completed.
 - Vegetation must be established in accordance with Section 109.06 of the UDC and perimeter controls removed.
 - One (1) set of as-built drawings of the complete project (including details) as a hard copy and in TIF or PDF format:
 - Public infrastructure and services shall be surveyed after installation in relation to easements, property lines, and rights-of-way.
 - More than 2 ft deviation of design alignment of shall require new easement dedication or adjustment of the utility utility owner.
 - Sanitary Sewer and Storm Drainage (Including Private) elevations must be verified and updated. (Elevations out of design tolerance must be corrected)
 - Professional survey report shall provide stamp drawings specifically identifying the limits of as-built survey performed.
 - Adequate verification survey to confirm accuracy of drainage report.
 - Last price construction costs for review and approval and a single 2-year maintenance bonds in the amount of 25% of the public improvements.
 - Provide all Inspection Reports, approved submittals, Data Forms from Utility Specifications (including Construction Survey TV report), completion test results, etc.
 - Certification that the designed retaining walls were installed per approved plans and City of Fayetteville requirements/Inspection and Testing Reports required).
 - Cross-Sections, Volume Calculations, and Certification Retention Detention Ponds are in accordance with the approval of Drainage Report.
 - Surveyors Certification of Compliance for easements and property lines.
 - The As-Built Final Drainage Report in PDF format updated per as-built in wet, slope, meter, spring, road profile, and slope.

- 765-15729-000**
CITY OF FAYETTEVILLE
113 W. MOUNTAIN
FAYETTEVILLE, AR 72701
- REVISIONS**
- | DATE | DESCRIPTION |
|---------------------------------|-------------|
| DATE: 7-17-14 | |
| DATE: 8-27-14 (Sever) | |
| DATE: 9-17-14 (Sever) | |
| DATE: 10-14-14 (Sever) | |
| DATE: 12-16-14 | |
| DATE: 1-23-15 (Met Arm Lengths) | |
| DATE: 2-17-15 (ADA) | |
- DATE: 6-26-14
DRAWN BY: JJJ
PROJECT # 2013120
FILE PATH: Z:\LSO\2013120\DETAILS
SHEET SIZE: 24" x 36"
SCALE: 1"=30'
- CERTIFICATE OF AUTHORIZATION**
JORGENSEN & ASSOCIATES
No. 722
ARKANSAS - ENGINEERS
- STATE OF ARKANSAS**
REGISTERED PROFESSIONAL ENGINEER
No. 15637
JUSTIN L. JORGENSEN
- SHEET TITLE**
LARGE SCALE DEVELOPMENT PLAN
- SHEET NUMBER**
C1.01

NOTES:

- 1) PLAT PAGE #213
- 2) CURRENT ZONING - C-2
- 3) PARCEL NUMBERS: 765-15734-000 & 765-15753-000
- 4) BASIS OF BOUNDARY - BOUNDARY LINE ADJUSTMENT FOR JONES MOTORS BY ALAN REID & ASSOCIATES FILE #2004-0004.7537
- 5) THIS PROPERTY IS NOT AFFECTED BY THE 100 YEAR FLOOD PLAIN AS PER FIRN #051432010F DATED MAY 16, 2008.

SITE AREA CALCULATIONS:
TOTAL AREA: 6.53 AC

PREDEVELOPMENT: (ON VALUE OF \$9)
-IMPERVIOUS: 3.46 AC (52.98%)
-PERVIOUS: 3.07 AC (47.02%)

POSTDEVELOPMENT: (ON VALUE OF 93)
-IMPERVIOUS: BUILDING/PARKING/SIDEWALK: 4.75 AC (72.74%)
-PERVIOUS: GREENSPACE: 1.78 AC (27.26%)

PARKING REQUIREMENTS:
REQUIREMENT (RETAIL): 1 SPACE / 250 SQ. FT.
REQUIREMENT (RESTAURANT): 1 SPACE / 100 SQ. FT.
TOTAL RETAIL PROVIDED = 59,367 SQ. FT. / 250 = 237
TOTAL RESTAURANT PROVIDED = 5,007 SQ. FT. / 100 = 50
TOTAL SPACES ALLOWED: 287 SPACES
- ADDITIONAL 15% (BY PRIOR) 43 + 330 SPACES
- ADDITIONAL 5% (EXTRA LANDSCAPING) 16 + 346
TOTAL SPACES ALLOWED = 346 SPACES
TOTAL SPACES PROPOSED = 307 SPACES
(8% ARE COMPACT SPACES = 28.99%)

MOTORCYCLE/SCOOTER SPACES REQUIRED (1 SPACE / 25 SPACES)
MOTORCYCLE/SCOOTER SPACES PROVIDED = 16 SPACES

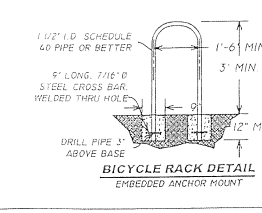
HANDICAP REQUIRED (30-400 SPACES) = 8 SPACES
HANDICAP PROVIDED = 12 SPACES

BICYCLE RACKS REQUIRED = 1 RACK/20 SPACES
BICYCLE RACKS PROVIDED = 333/20 = 16 RACKS

A PART OF THE SW1/4, OF THE SE1/4 AND A PART OF THE NW1/4 OF THE SE1/4 OF SECTION 26, T17N, R30W IN WASHINGTON COUNTY, ARKANSAS AND BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF SAID SW1/4, SE1/4, THENCE S02°16'19"W 166.40 FEET, THENCE N87°05'21"W 49.54 FEET TO THE P.O.B., THENCE N87°05'19"W 167.77 FEET, THENCE N88°30'31"W 334.39 FEET, THENCE N01°20'33"E 173.81 FEET, THENCE N87°23'39"W 129.71 FEET, THENCE N02°38'48"E 210.04 FEET, THENCE N02°34'21"E 120.52 FEET, THENCE S87°02'39"E 618.37 FEET, THENCE S02°31'32"W 494.85 FEET TO THE P.O.B., CONTAINING 6.53 ACRES MORE OR LESS SUBJECT TO EASEMENTS AND RIGHT OF WAY OF RECORD.

CONTACT: CHUCK RUTHERFORD
ADA ADMINISTRATOR
575-8291 AND REQUEST FOR
INSPECTOR PRIOR TO
POURING ANY SIDEWALK OR
DRIVEWAY OR RIGHT-OF-WAY

BUILDING SETBACK TABLE	
FRONT	15'
REAR	20'
SIDE	NONE
SIDE WHEN CONTIGUOUS TO A RESIDENTIAL DISTRICT	15'



- BICYCLE RACK NOTES:**
1. EACH BICYCLE SPACE REQUIRES 3'-0" BY 8'-0" OF CLEAR SPACE BEFORE THE RACK. THE 3'-0" DIMENSION MAY OVERLAP ANOTHER BICYCLE SPACE SUCH THAT PARALLEL RACKS MAY BE 3' ON CENTER.
 2. BICYCLE RACKS MUST HAVE 4'-0" CLEARANCE FROM EDGE OF PAVEMENT.
 3. BICYCLE RACKS MUST HAVE 4'-0" CLEARANCE FROM EXISTING STREET FURNITURE INCLUDING MAILBOXES AND LIGHT POLES.
 4. BICYCLE RACK REQUIRED IF ADDING 25 OR MORE PARKING SPACES.

PREPARED BY:
JORGENSEN & ASSOCIATES
ESTABLISHED 1984
CIVIL ENGINEERING
SURVEYING

124 W. SUNBRIDGE SUITE 5
FAYETTEVILLE, AR 72703
PH (479) 445-9127
FAX (479) 582-4507

LEGEND

- X CALCULATED POINT
- FOUND RAILROAD SPIKE
- SET IRON PIN & CAP
- POWER POLE
- △ CENTERLINE MARKER
- ⊗ TELEPHONE PEDESTAL
- ⊗ TELEPHONE MANHOLE
- ⊗ NEW SEWER MANHOLE
- ⊗ NEW FIRE HYDRANT
- ★ STREET LIGHT
- EXISTING 8" SEWER LINE
- PROPOSED 8" SEWER LINE
- EXISTING WATERLINE
- PROPOSED 8" WATER LINE
- CENTERLINE STREET
- BUILDING SETBACK
- UTILITY EASEMENT
- EXISTING CONTOUR
- ACCESS EASEMENT

PROJECT TITLE:
SJ COLLINS

PROJECT LOCATION:
FAYETTEVILLE, AR

REVISIONS

DATE	DESCRIPTION
DATE: 7-17-14	
DATE: 8-27-14 (Sever)	
DATE: 9-17-14 (Sever)	
DATE: 10-14-14 (Sever)	
DATE: 12-16-14	
DATE: 1-23-15 (Met Arm Lengths)	
DATE: 2-17-15 (ADA)	

DATE: 6-26-14
DRAWN BY: JJJ
PROJECT # 2013120
FILE PATH: Z:\LSO\2013120\DETAILS
SHEET SIZE: 24" x 36"
SCALE: 1"=30'

CERTIFICATE OF AUTHORIZATION
JORGENSEN & ASSOCIATES
No. 722
ARKANSAS - ENGINEERS

STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
No. 15637
JUSTIN L. JORGENSEN

SHEET TITLE
LARGE SCALE DEVELOPMENT PLAN

SHEET NUMBER
C1.01

RESOLUTION NO. 92-14

A RESOLUTION TO EXPRESS THE CITY COUNCIL'S INTENTION TO PAY FOR THE INSTALLATION OF A TRAFFIC SIGNAL AT MASONIC DRIVE AND COLLEGE AVENUE IF WHOLE FOODS, INC. CONSTRUCTS ITS STORE AT THIS INTERSECTION AND TO APPROVE A BUDGET ADJUSTMENT OF \$150,000.00

WHEREAS, a potential large (\$25 million) commercial development to include a Whole Foods grocery store and other businesses is planned for property at 3535 North College Avenue which is West of the Masonic Drive and College Avenue intersection; and

WHEREAS, the potential Whole Foods store would likely create 140 permanent jobs with estimated average wages at \$19.00 per hour for an annual payroll of over \$5 million; and

WHEREAS, this potential Whole Foods store would likely generate around \$1 million annually in tax revenues; and

WHEREAS, this large, traffic generating development needs a traffic signal to ensure safe access onto College Avenue for its customers and existing drivers on North College near the Masonic Drive intersection; and

WHEREAS, a traffic signal at this location has been approved by the Arkansas Highway and Transportation Department if Whole Foods is constructed as planned; and

WHEREAS, it is in the best interest of the citizens of Fayetteville for the City to install a traffic signal at College Avenue and Masonic Drive at a cost of about \$150,000.

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

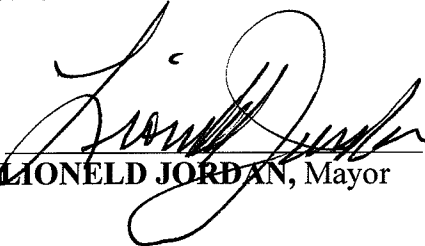
Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment of \$150,000.00 that can be spent for the installation of a traffic signal at North College Avenue and Masonic Drive if approved by the Arkansas Highway and Transportation Department and if Whole Foods constructs its store approximately as shown on the Large Scale Development submitted and approved by the Fayetteville Planning Commission.

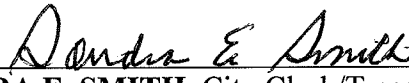
Page 2
Resolution No. 92-14

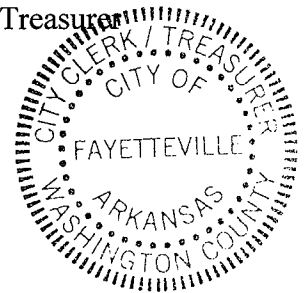
PASSED and APPROVED this 6th day of May, 2014.

APPROVED:

ATTEST:

By: 
LIONELD JORDAN, Mayor

By: 
SONDRA E. SMITH, City Clerk/Treasurer



Tentative Agenda
Page 335 of 430

Budget Year 2015	Division: Engineering Dept.: Development Services Requestor: Chris Brown	Adjustment Number
---------------------	---	-------------------

City Council approved RES 92-14 which approved a cost share for a traffic signal to installed in front of the new Whole Foods building, at College & Masonic Drive. The resolution approved a budget adjustment of \$150,000, which was the estimated cost. The actual costs are \$186,202.50.00. This BA appropriates the funds for the actual vs. the estimated costs.

		REQUEST DATE: 7/7/2015
Division Head	Date	<i>Barbara Fell</i> 6/19/2015 11:40 AM
Department Director	Date	
Chief Financial Officer	Date	
Chief of Staff	Date	
		Budget Director Date
		TYPE:
		DESCRIPTION:
		GLDATE:
		POSTED: /

TOTAL

— — — — —

v.20150402

[illegible]



City of Fayetteville, Arkansas

Tentative Agenda
113 West Mountain Road
Fayetteville, AR 72701
(479) 575-8323
Page 36 of 430

Text File

File Number: 2015-0249

Agenda Date: 7/7/2015

Version: 1

Status: Second Reading

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: B. 1

RZN 15-5044 (4065 E. HUNTSVILLE RD./THE PLAZA)

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 15-5044, FOR APPROXIMATELY 16.02 ACRES, LOCATED AT 4065 E. HUNTSVILLE ROAD FROM R-PZD 08-3071, RESIDENTIAL PLANNED ZONING DISTRICT BRIDGEDALE PLAZA TO RSF-7, RESIDENTIAL SINGLE FAMILY, 7 UNITS PER ACRE, NS, NEIGHBORHOOD SERVICES, AND CS, COMMUNITY SERVICES

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

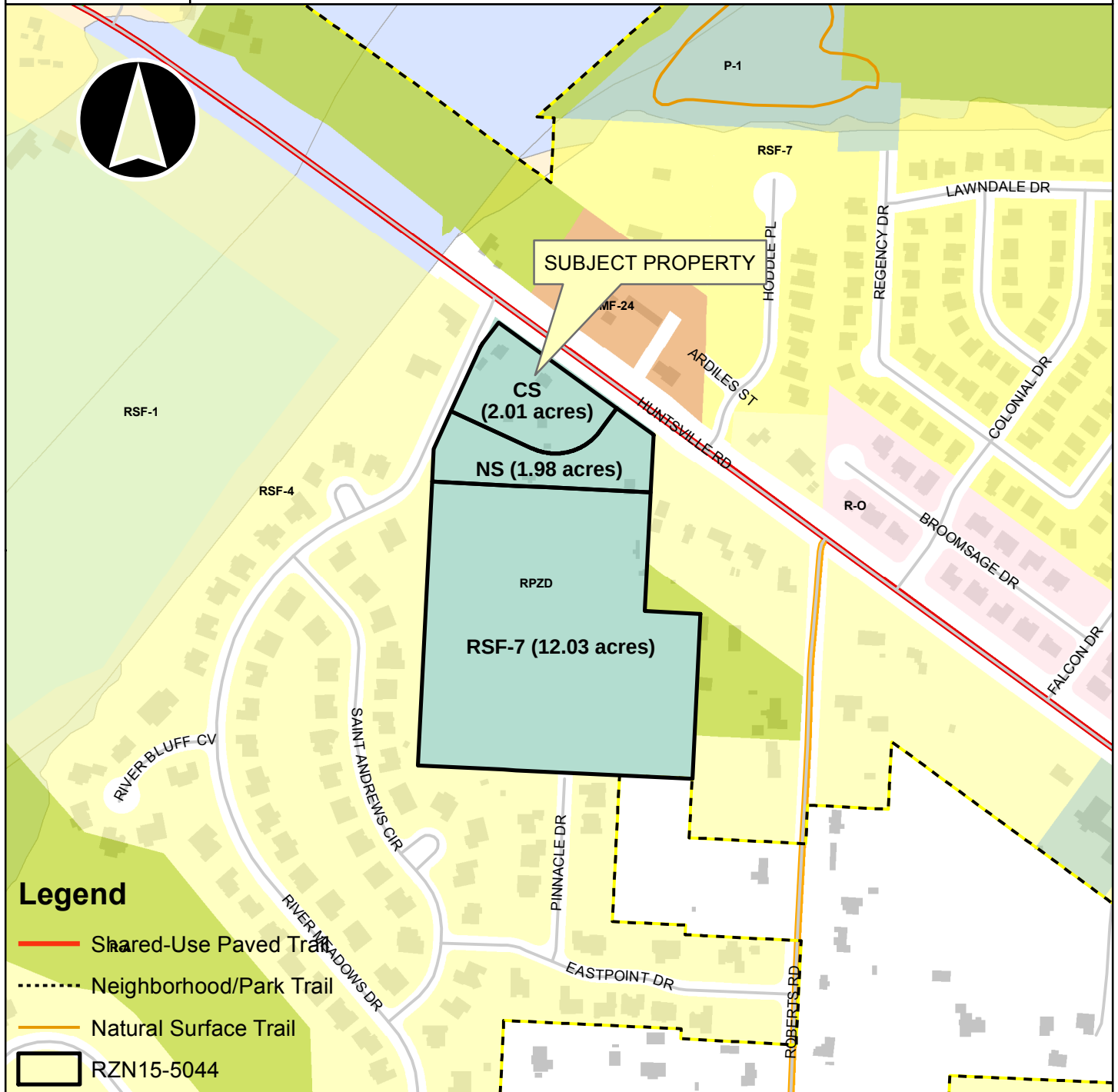
Section 1. That the City Council for the City of Fayetteville, Arkansas hereby changes the zone classification of the following described property from R-PZD 08-3071, Residential Planned Zoning District Bridgedale Plaza to RSF-7, Residential Single Family, 7 Units per Acre, NS, Neighborhood Services, and CS, Community Services, as shown on Exhibits "A" and "B" attached hereto and made a part hereof.

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.

RZN15-5044

THE PLAZA

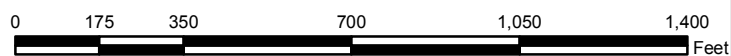
Close Up View



Legend

- Shared-Use Paved Trail
- - - - Neighborhood/Park Trail
- Natural Surface Trail
- RZN15-5044

- Overview**
- Fayetteville City Limits
 - Footprints 2010
 - Hillside-Hilltop Overlay District
 - Design Overlay District
 - Design Overlay District
 - - - - Planning Area



LEGAL DESCRIPTION: (ENTIRE TRACT)

A PART OF THE W1/2 OF THE NW1/4 OF SECTION 19, T16N, R29W IN WASHINGTON COUNTY, ARKANSAS AND BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF SAID SECTION 19 THENCE N02°46'52"E 3400.63 FEET TO THE P.O.B., THENCE N02°51'17"E 857.50 FEET, THENCE N24°33'07"E 301.26 FEET, THENCE ALONG A CURVE TO THE RIGHT 19.81 FEET, SAID CURVE HAVING A RADIUS OF 89.00 FEET AND A CHORD BEARING OF N30°55'40"E 19.77 FEET, THENCE N37°18'14"E 65.78 FEET, THENCE S54°18'58"E 79.68 FEET, THENCE S53°59'33"E 439.95 FEET, THENCE S02°54'07"W 477.63 FEET, THENCE S86°54'34"E 150.65 FEET, THENCE S02°46'49"W 446.94 FEET, THENCE N87°12'11"W 513.27 FEET, THENCE N87°02'40"W 230.74 FEET TO THE P.O.B.; CONTAINING 16.02 ACRES MORE OR LESS SUBJECT TO EASEMENTS AND RIGHT OF WAY OF RECORD.

LEGAL DESCRIPTION: (RSF-7, Residential Single Family Seven Units per Acre)

A PART OF THE W1/2 OF THE NW1/4 OF SECTION 19, T16N, R29W IN WASHINGTON COUNTY, ARKANSAS AND BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF SAID SECTION 19 THENCE N02°46'52"E 3400.63 FEET TO THE P.O.B., THENCE N02°51'17"E 769.60 FEET, THENCE S87°08'43"E 593.04 FEET, THENCE S02°54'07"W 321.93 FEET, THENCE S86°54'34"E 150.65 FEET, THENCE S02°46'49"W 446.94 FEET, THENCE N87°12'11"W 513.27 FEET, THENCE N87°02'40"W 230.74 FEET TO THE P.O.B.; CONTAINING 12.03 ACRES MORE OR LESS SUBJECT TO EASEMENTS AND RIGHT OF WAY OF RECORD.

LEGAL DESCRIPTION: (NS, Neighborhood Services)

A PART OF THE W1/2 OF THE NW1/4 OF SECTION 19, T16N, R29W IN WASHINGTON COUNTY, ARKANSAS AND BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF SAID SECTION 19 THENCE N02°46'52"E 3400.63 FEET, THENCE N02°51'17"E 769.60 FEET TO THE P.O.B., THENCE N02°51'17"E 87.89 FEET, THENCE N24°33'07"E 112.82 FEET, THENCE S65°26'17"E 241.92 FEET, THENCE ALONG A CURVE TO THE LEFT 205.58 FEET, SAID CURVE HAVING A RADIUS OF 150.00 FEET AND A CHORD BEARING AND DISTANCE OF N75°17'56"E 189.87 FEET, THENCE N36°02'08"E 75.63 FEET, THENCE S53°59'33"E 124.56 FEET, THENCE S02°54'07"W 155.70 FEET, THENCE N87°08'43"W 593.04 FEET TO THE P.O.B.; CONTAINING 1.98 ACRES MORE OR LESS SUBJECT TO EASEMENTS AND RIGHT OF WAY OF RECORD.

LEGAL DESCRIPTION: (CS, Community Services)

A PART OF THE W1/2 OF THE NW1/4 OF SECTION 19, T16N, R29W IN WASHINGTON COUNTY, ARKANSAS AND BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF SAID SECTION 19 THENCE N02°46'52"E 3400.63 FEET, THENCE N02°51'17"E 857.50 FEET, THENCE N24°33'07"E 112.82 FEET TO THE P.O.B., THENCE N24°33'07"E 188.43 FEET, THENCE ALONG A CURVE TO THE RIGHT 19.81 FEET, SAID CURVE HAVING A RADIUS OF 89.00 FEET AND A CHORD BEARING AND DISTANCE OF N30°55'40"E 19.77 FEET, THENCE N37°18'14"E 65.78 FEET, THENCE S54°18'58"E 79.68 FEET, THENCE S53° 59'33"E 315.39 FEET, THENCE S36°02'08"W 75.63 FEET, THENCE ALONG A CURVE TO THE RIGHT 205.58 FEET, SAID CURVE HAVING A RADIUS OF 150.00 FEET AND A CHORD BEARING AND DISTANCE OF S75°17'56"W 189.87 FEET, THENCE N65°26'17"W 241.92 FEET TO THE P.O.B.; CONTAINING 2.01 ACRES MORE OR LESS SUBJECT TO EASEMENTS AND RIGHT OF WAY OF RECORD.

City of Fayetteville Staff Review Form

2015-0249

Legistar File ID

6/2/2015

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

Jeremy Pate

5/15/2015

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN 15-5044: Rezone (4065 E. HUNTSVILLE RD./THE PLAZA, 569): Submitted by JORGENSEN & ASSOCIATES for property located at the 4065 E. HUNTSVILLE RD. The property is zoned R-PZD 08-3071, RESIDENTIAL PLANNED ZONING DISTRICT BRIDGEDALE PLAZA and contains approximately 16.02 acres. The request is to rezone the property to RSF-7, RESIDENTIAL SINGLE FAMILY, 7 UNITS PER ACRE, NS, NEIGHBORHOOD SERVICES, AND CS, COMMUNITY SERVICES.

Budget Impact:

Account Number		Fund	
Project Number		Project Title	
Budgeted Item?	NA	Current Budget	\$ -
		Funds Obligated	\$ -
		Current Balance	\$ -
Does item have a cost?	No	Item Cost	
Budget Adjustment Attached?	NA	Budget Adjustment	
		Remaining Budget	\$ -

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Approval Date: _____

Comments:

MEETING OF JUNE 2, 2015

TO: Fayetteville City Council

FROM: Andrew Garner, City Planning Director

DATE: May 15, 2015

SUBJECT: **RZN 15-5044: Rezone (4065 E. HUNTSVILLE RD./THE PLAZA, 569):**
Submitted by JORGENSEN & ASSOCIATES for property located at the 4065 E. HUNTSVILLE RD. The property is zoned R-PZD 08-3071, RESIDENTIAL PLANNED ZONING DISTRICT BRIDGEDALE PLAZA and contains approximately 16.02 acres. The request is to rezone the property to RSF-7, RESIDENTIAL SINGLE FAMILY, 7 UNITS PER ACRE, NS, NEIGHBORHOOD SERVICES, AND CS, COMMUNITY SERVICES.

RECOMMENDATION:

The Planning Commission and staff recommend approval of an ordinance to rezone the property to RSF-7, Residential Single Family, 7 Units per Acre, NS, Neighborhood Services, and CS, Community Services.

BACKGROUND:

The subject property contains approximately 16.02 acres located at the southeast corner of Highway 16 East and River Meadows Drive. All five parcels are zoned R-PZD Bridgedale Plaza, which was a mixed-use development approved by the City Council in 2008 by Ordinance No. 5197. The development was never constructed and the project has expired. The Bridgedale Plaza development was approved in three planning areas including 60 single family dwellings, 30,250 sq. ft. of non-residential space and 24 multi-family dwelling units over offices.

The request is to rezone the north 2.01 acres to CS, Community Services, the middle 1.98 acres to NS, Neighborhood Services, and the south 12.03 acres to RSF-7, Residential Single Family Seven Units per Acre.

Land Use Compatibility:

The property is located along a busy highway corridor with single and multi-family homes to the north, standard subdivision lots to the west and south, and some larger lots of approximately one acre to the east. The proposed zoning for mixed use at the intersection and transitioning to single family zoning provides adequate transition and compatible uses with the surrounding single and multi-family dwellings.

Land Use Plan Analysis:

The zoning is in compliance with many of the goals of City Plan 2030 in particular the mixed-use nature of the commercial, office, and different transitional zonings to create the opportunity for a viable neighborhood. The proposal provides the opportunity for neighborhood services in an area where services are limited. These potential services could serve the surrounding primarily

residential uses for commercial goods and services and provide an area in which residents can live, work, and play. Providing nodes of neighborhood commercial and mixed use zoning discourages sprawl, decreases a neighborhood's reliance on regional commercial developments, and can potentially reduce the number of vehicle trips in the area. The zoning proposal also provides the opportunity for a variety of dwelling types increasing diversity and vibrancy in the community.

Goal 3 in City Plan 2030 states that, "We will make traditional town form the standard". This goal promotes a variety of uses within a neighborhood for daily needs and services within walking distance. In particular, the CS and NS zoning districts are form-based zones intended for buildings to create an inviting pedestrian streetscape with mixed-use buildings and residences close to the street, screening parking areas, and providing sidewalks in a traditional town form.

DISCUSSION:

On May 11, 2015 the Planning Commission forwarded this item to the City Council with a recommendation for approval by a vote of 6-1-0 (Commissioner Brown voted 'no'). At the Planning Commission meeting three members of the public spoke against the rezoning citing concerns with traffic, property values, and flooding.

BUDGET/STAFF IMPACT:

N/A

Attachments:

CC Ordinance

Exhibit A

Exhibit B

Planning Commission Staff Report

PLANNING COMMISSION MEMO

TO: City of Fayetteville Planning Commission

FROM: Andrew Garner, City Planning Director

MEETING DATE: May 11, 2015 Updated with Planning Commission results

SUBJECT: **RZN 15-5044: Rezone (4065 E. HUNTSVILLE RD./THE PLAZA, 569):**
Submitted by JORGENSEN & ASSOCIATES for property located at the 4065 E. HUNTSVILLE RD. The property is zoned R-PZD, RESIDENTIAL PLANNED ZONING DISTRICT and contains approximately 16.02 acres. The request is to rezone the property to RSF-7, RESIDENTIAL SINGLE FAMILY, 7 UNITS PER ACRE, NS, NEIGHBORHOOD SERVICES, AND CS, COMMUNITY SERVICES.

RECOMMENDATION:

Staff recommends forwarding **RZN 15-5044** to the City Council with a recommendation for approval.

BACKGROUND:

The subject property contains approximately 15.95 acres located at the southeast corner of Highway 16 East and River Meadows Drive. All five parcels are zoned R-PZD Bridgedale Plaza, which was a mixed-use development approved by the City Council in 2008 by Ordinance No. 5197. The development was never constructed and the project has expired. The Bridgedale Plaza development was approved in three planning areas including 60 single family dwellings, 20,000 sq. ft. of non-residential space and 24 multi-family dwelling units over offices, and 20,000 sq. ft. of non-residential space. The surrounding zoning and land uses are depicted in *Table 1*.

Table 1
Surrounding Zoning and Land Use

Direction from Site	Land Use	Zoning
North	Single-family/multi-family	RMF-24, Residential Multi-family 24 units per acre; R-A, Residential Agricultural
South	Single-family	RSF-4, Residential Single-family; unincorporated county (1 dwelling per acre)
East	Single-family	RSF-4, Residential Single-family; R-A, Residential Agricultural
West	Single-family	RSF-4, Residential Single-family

Request: The request is to rezone the north 2.01 acres to CS, Community Services, the middle 1.98 acres to NS, Neighborhood Services, and the south 12.03 acres to RSF-7, Residential Single Family Seven Units per Acre.

Public Comment: Staff has received a phone call from a resident in the Stonebridge Meadows who discussed concerns with traffic and adverse impacts to property values..

INFRASTRUCTURE:

Streets: The subject parcel has access to River Meadows Drive to the northwest (Local Street), Huntsville Road (Hwy. 16) to the north (Principal Arterial Drive), and Pinnacle Drive (Local Street) to the south. Any required improvements to these streets will be determined at time of development. Previous improvements required with the Bridgedale Plaza PZD included the addition of right- and left-turn lanes on River Meadows at Highway 16; all standard improvements to Highway 16 and the potential for a center turn lane; and potential for construction of or contribution of payment for a traffic signal at River Meadows and Highway 16.

Water: Public water is available to the site. There are three locations where water can be accessed by this site. One is an existing 8-inch main along the property frontage of River Meadows Drive, another is the 12-inch main along the property frontage on Huntsville, and the last is along the south side of the property where an 8-inch main has been stubbed out from Pinnacle Dr. for future extension.

Sewer: Sanitary sewer is available to the site at multiple places. An 8-inch main runs along the southern side of the property near the stub out of Pinnacle Drive. There is also an 8-inch line stubbed out to the property along the property frontage of River Meadows Drive. Both of these connection points flow to Sanitary Sewer Lift Station #27. There is also gravity sewer available to the property along the Huntsville Road frontage.

Drainage: Any additional improvements or requirements for drainage will be determined at time of development. This property is not located within the floodplain, but the City's GIS mapping does indicate Hydric Soils near the northeast corner. Therefore, a wetlands determination will be necessary at the time of development. This parcel does not contain any protected streams per the Streamside Protection map. No portions of the subject parcel are located within the Hillside/Hilltop Overlay District.

Fire: The Fire Department did not express any concerns with this request.

Police: The Police Department did not express any concerns with this request.

CITY PLAN 2030 FUTURE LAND USE PLAN:

*City Plan 2030 Future Land Use Plan designates this site as a **Residential Neighborhood Area**.*

Residential Neighborhood Areas are primarily residential in nature and support a variety of housing types of appropriate scale and context, including single-family, multi-family and row houses. Residential Neighborhood encourages highly connected, compact blocks with gridded street patterns and reduced setbacks. It also encourages traditional neighborhood development that incorporates low-intensity non-residential uses intended to serve the surrounding neighborhood, such as retail and offices, on corners and along connecting corridors.

DISCUSSION:

FINDINGS OF THE STAFF

Recommendation: Staff recommends forwarding **RZN 15-5044** to the City Council with a recommendation for approval.

PLANNING COMMISSION ACTION:		Required	<u>YES</u>
Date: <u>May 11, 2015</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion: <u>Hoskins</u>	Second: <u>Selby</u>	Vote: <u>6-1-0</u> (commissioner Brown voted 'no')	
CITY COUNCIL ACTION:		Required	<u>YES</u>
Date: _____	☐ Approved		☐ Denied
<i>Note: The Planning Commission recommended approval of the rezoning</i>			

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: In staff's opinion the three zoning districts proposed for the property are compatible with the surrounding land uses and consistent with land use planning objectives and land use plans.

The property is located along a busy highway corridor with single and multi-family homes to the north, standard subdivision lots to the west and south, and some larger lots of approximately one acre to the east. The proposed zoning for mixed use at the intersection and transitioning to single family zoning provides adequate transition and compatible uses with the surrounding single and multi-family dwellings.

The zoning is in compliance with many of the goals of City Plan 2030 in particular the mixed-use nature of the commercial, office, and different transitional zonings to create the opportunity for a viable neighborhood. The zoning proposal provides the opportunity for neighborhood services in an area where services are limited. These potential services could serve the surrounding primarily residential uses for commercial goods and services and provide an area in which residents can live, work, and play. Providing nodes of neighborhood commercial and mixed use zoning discourages sprawl, decreases a neighborhood's reliance on regional commercial developments, and can potentially reduce the number of vehicle trips in the area.

Goal 3 in City Plan 2030 states that, "*We will make traditional town form the standard*". This goal promotes a variety of uses within a neighborhood for daily needs and services within walking distance. In particular, the CS and NS zoning districts are form-based zones intended for buildings to create an inviting pedestrian streetscape with mixed-use buildings and residences close to the street, screening parking areas, and providing sidewalks in a traditional town form.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: In staff's opinion the rezoning is justified and needed at this time. Currently, the property is zoned R-PZD Bridgedale Plaza, but all development rights have expired. This creates challenges for the current property owner and any future buyer, as nothing can be developed on the property without a rezoning.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: The property is currently undeveloped and there are no development rights, since the PZD approval has expired. Any rezoning action will increase traffic congestion in the area. Highway 16 is a very congested roadway at peak times and in particular it is very difficult turning left out of River Meadows Drive onto Highway 16 during these times. However, any new development will also create the requirement for new streets and street improvements that will help facilitate additional traffic. With adequate street improvements required as part of the development to the surrounding street infrastructure, traffic danger and congestion should be minimized.

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 will likely increase population density and commercial intensity. There are adequate water and sewer services along and within this property to support future development. The Fayetteville Police and Fire Departments have not expressed concerns with this rezoning.

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

BUDGET/STAFF IMPACT:

None

Attachments:

- Unified Development Code sections 161.08; 161.16; 161.19
- Request letter
- Proposed Zoning Exhibit
- Bridgedale Plaza R-PZD 08-3071 site plan
- Close Up Map
- Current Land Use Map
- Future Land Use Map
- One Mile Map

161.08 District RSF-7, Residential Single-Family – Seven Units Per Acre

(A) *Purpose* The RSF-7 Residential District is designed to permit and encourage the development of detached dwellings in suitable environments.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings

(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 12	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cottage Housing Development

(C) *Density.*

Single-family dwelling units per acre	7 or less
---------------------------------------	-----------

(D) *Bulk and area regulations.*

(E) *Lot width minimum.*

Single-family	60 ft.
Two-family	60 ft.
Townhouse, no more than two attached	30 ft.

(F) *Lot area minimum.*

Single-family	6,000 sq. ft.
Two-family	6,000 sq. ft.
Townhouse, no more than two attached	3,000 sq. ft.

(G) *Land area per dwelling unit.*

Single-family	6,000 sq. ft.
Two-family	3,000 sq. ft.
Townhouse, no more than two attached	3,000 sq. ft.

(H) *Setback requirements.*

Front	Side	Rear
15 ft.	5 ft.	15 ft.

(I) *Building height regulations.*

Building Height Maximum	45 ft.
-------------------------	--------

Height regulations. Structures in this District are limited to a building height of 45 feet. Existing structures that exceed 45 feet in height shall be grandfathered in, and not considered nonconforming uses, (ord. # 4858).

(J) *Building area.* The area occupied by all buildings shall not exceed 50% of the total lot area.

(Code 1991, §160.046; Ord. No. 3792, §4, 5-17-94; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4858, 4-18-06; Ord. 5028, 6-19-07; Ord. 5128, 4-15-08; Ord. 5224, 3-3-09; Ord. 5312, 4-20-10; Ord. 5462, 12-6-11)

Cross reference(s)--Variance, Ch. 156.

161.16 Neighborhood Services

- (A) *Purpose.* The Neighborhood Services district is designed to serve as a mixed use area of low intensity. Neighborhood Services promotes a walkable, pedestrian-oriented neighborhood development form with sustainable and complementary neighborhood businesses that are compatible in scale, aesthetics, and use with surrounding land uses. For the purpose of Chapter 96: Noise Control, the Neighborhood Services district is a residential zone.

(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-family dwellings
Unit 12	Limited Business
Unit 24	Home occupations
Unit 41	Accessory dwelling units
Unit 44	Cottage Housing Development

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
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government Facilities
Unit 13	Eating places
Unit 15	Neighborhood shopping goods
Unit 19	Commercial recreation, small sites
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 36	Wireless communication facilities*
Unit 40	Sidewalk cafes
Unit 45	Small scale production

(C) *Density.*

Units per acre	10 or less
----------------	------------

(D) *Bulk and Area*

(1) *Lot width minimum*

Single-family	35 feet
Two-family	70 feet
Three or more	90 feet
All other uses	None

(2) *Lot area minimum.*

Single-family	4,000 sq. ft.
Two-family or more	3,000 sq. ft. of lot area per dwelling unit
All other permitted and conditional uses	None

(E) *Setback regulations*

Front:	A build-to zone that is located between 10 and 25 feet from the front property line.
Side	5 feet
Rear	15 feet

(F) *Building height regulations.*

Building Height Maximum	45 ft.
-------------------------	--------

- (G) *Building area.* On any lot, the area occupied by all buildings shall not exceed 60% of the total area of the lot.

(Ord. 5312, 4-20-10; Ord. 5462, 12-6-11; Ord. 5592, 6-18-13; Ord. 5664, 2-18-14; Ord. 5735, 1-20-15)

161.19 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-family dwellings
Unit 13	Eating places
Unit 15	Neighborhood Shopping goods
Unit 18	Gasoline service stations and drive-in/drive through restaurants
Unit 24	Home occupations
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 44	Cottage Housing Development
Unit 45	Small scale production

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 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 40	Sidewalk Cafes
Unit 42	Clean technologies

(C) *Density.* None

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Dwelling	18 ft.
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	56 ft.
-------------------------	--------

(G) *Minimum buildable street frontage.* 50% of the lot width.

(Ord. 5312, 4-20-10; Ord. 5339, 8-3-10; Ord. 5462, 12-6-11; Ord. 5592, 6-18-13; Ord. 5664, 2-18-14; Ord. 5735, 1-20-15)



JORGENSEN & ASSOCIATES

CIVIL ENGINEERS • SURVEYORS

124 WEST SUNBRIDGE, SUITE 5 • FAYETTEVILLE, ARKANSAS 72703 • (479) 442-9127 • FAX (479) 582-4807

DAVID L. JORGENSEN, P.E., P.L.S.

JUSTIN L. JORGENSEN, P.E.

BLAKE E. JORGENSEN, P.E.

City of Fayetteville
113 W Mountain
Fayetteville, AR. 72701

3/26/15

At: Andrew Garner
Re: Bridgedale Plaza Rezoning

Attached please find information pertaining to a rezoning request for Bridgedale Plaza. This project was previously processed as a PZD and due to the bad economy nothing was started so it has expired.

The owner would now like to request a rezoning as follows;

Area #1	to RSF -7
Area #2	to NS
Area #3	to CS

Area #1 consists of 12.03 acres and the request is to rezone to RSF-7 which would allow for 60' wide lots, 6000 sf minimum. Our plan shows a maximum 57 single family lots.

Area #2 consists of 1.98 acres and the request is to rezone to NS (Neighborhood services) serving as mixed use low intensity promoting walkable, pedestrian oriented neighborhood businesses.

Area #3 consist of 2.01 acres and the request is to rezone to CS (Community services) providing convenience goods and personal services.

This property is surrounded by RSF-4 to the west, south and partially to the east. A portion of the property to the east is R-A. Property to the north is RMF-24, RSF-7 and RSF-4. This property will be accessed by Pinnacle Drive to the south and River Meadows Drive and Hwy 16 to the north. Water and sewer will be accessed to the north, west and south.

Detention will be provided to the north and to the south.

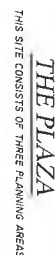
Please review and contact me concerning any questions you may have.

Sincerely;

David L. Jorgensen, P.E.

• PUBLIC WORKS • LAND DEVELOPMENT • WATER SYSTEMS • WASTEWATER SYSTEMS • LAND SURVEYING •

Tentative Agenda
Page 351 of 430



ENGINEER
 JACOBSON & ASSOCIATES
 1001 THE PLAZA
 121 WEST SUNDRIED
 FAYETTEVILLE, AR 72701
 (479) 682-9127

OWNER / DEVELOPER
 CLAY MCWILLIAMS
 5081 ARLANDSHIRE CIR
 SPRINGDALE AR 72762

PARCEL NUMBERS

[illegible]

FEED DESCRIPTION (PLANTING AREA #2)

[illegible][illegible]

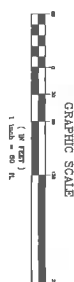
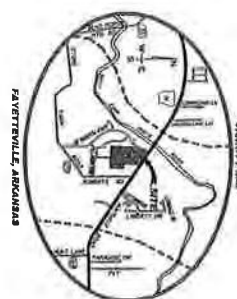
FLOOD PLAIN NOTE

This property is just **ADVERTISED** for 125 years. Please call 800-855-5555 for more information.



JORGENSEN & ASSOCIATES
CIVIL ENGINEERS • SURVEYORS

FILE NO.	DATE RECEIVED	ENTERED BY	DATE
DATE 7/24/80		DLJ	7/24/80
THE PLAZA			
REZONING REQUEST			

[illegible][illegible]

2,000 PLAIN NOISE

7.200

9

N

Y

1999

1

JORGENSEN & ASSOCIATES
CIVIL ENGINEERS • SURVEYORS

[illegible]

SCALE: 1"=60'	DATE REVISED	CHECKED BY:	DRAWN BY: E.A.
DATE: 12/20/08		DE: J	J. HENNING

BRIDGEDALE PLAZA 2/3

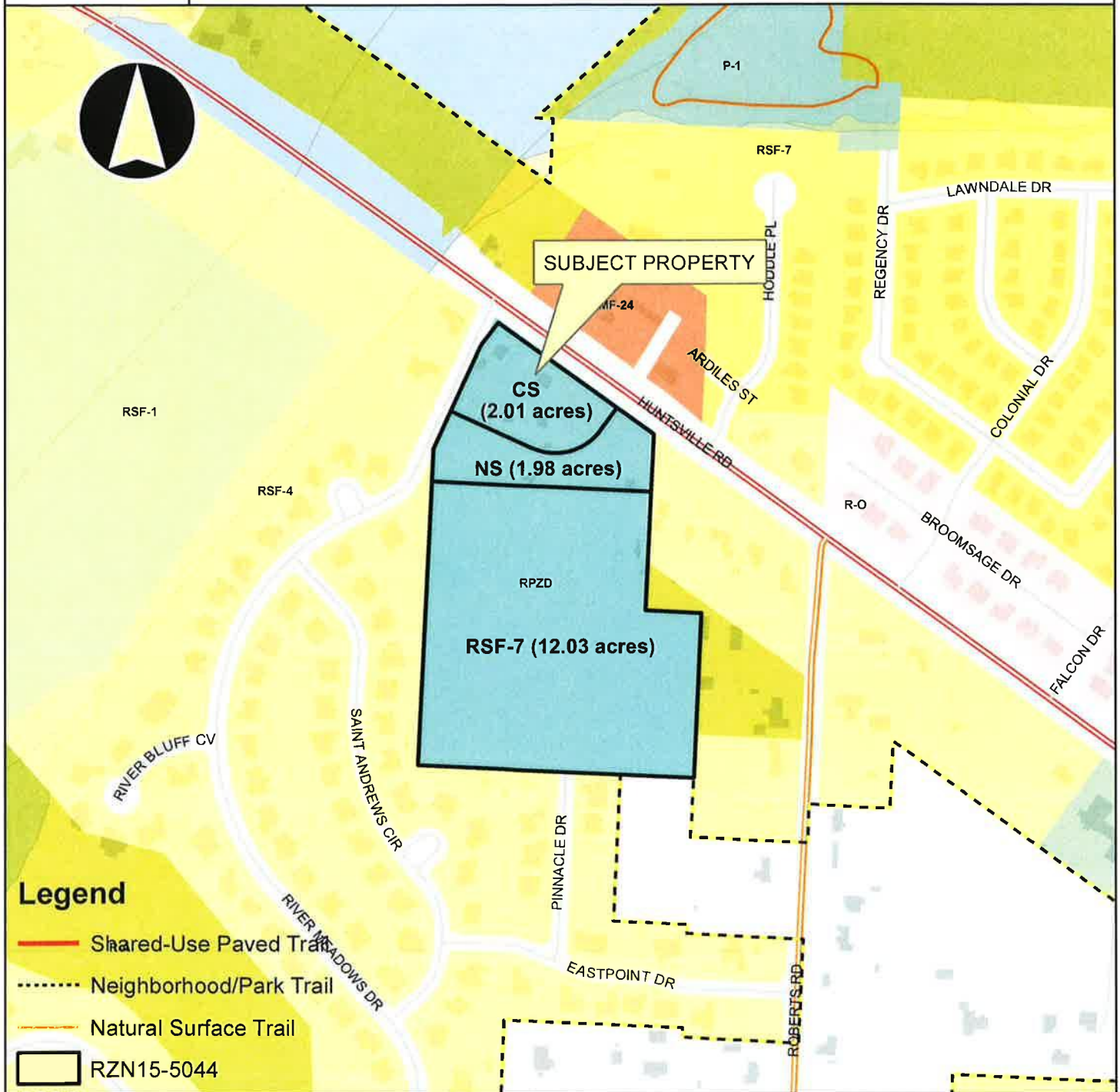
ZONING & DEVELOPMENT STANDARDS BY PLANNING AREA

JORGENSEN & ASSOC.
CONSULTING ENGINEERS
126 WEST SUMMIT
FAVETTEVILLE, AR.
(501) 442-0127

RZN15-5044

THE PLAZA

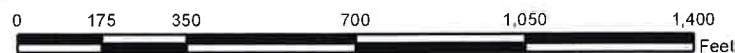
Close Up View



Legend

- Shared-Use Paved Trail
- - - Neighborhood/Park Trail
- Natural Surface Trail
- RZN15-5044

- Fayetteville City Limits
- Footprints 2010
- Hillside-Hilltop Overlay District
- Design Overlay District
- Design Overlay District
- Planning Area



RZN15-5044

THE PLAZA

Current Land Use



Overview Neighborhood/Park Trail

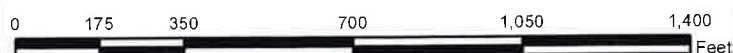
Natural Surface Trail

RZN15-5044

Fayetteville City Limits

Design Overlay District

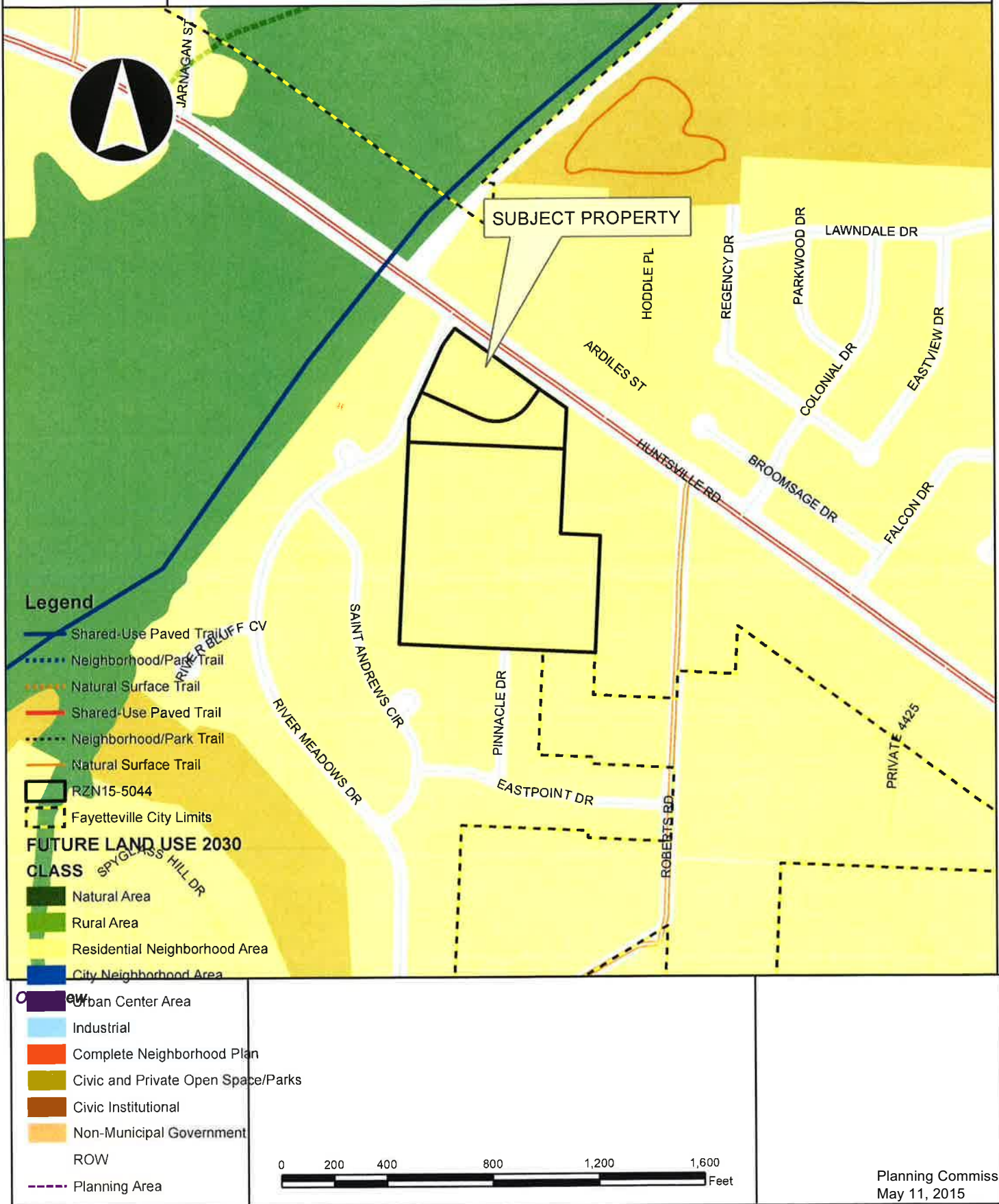
Planning Area



RZN15-5044

THE PLAZA

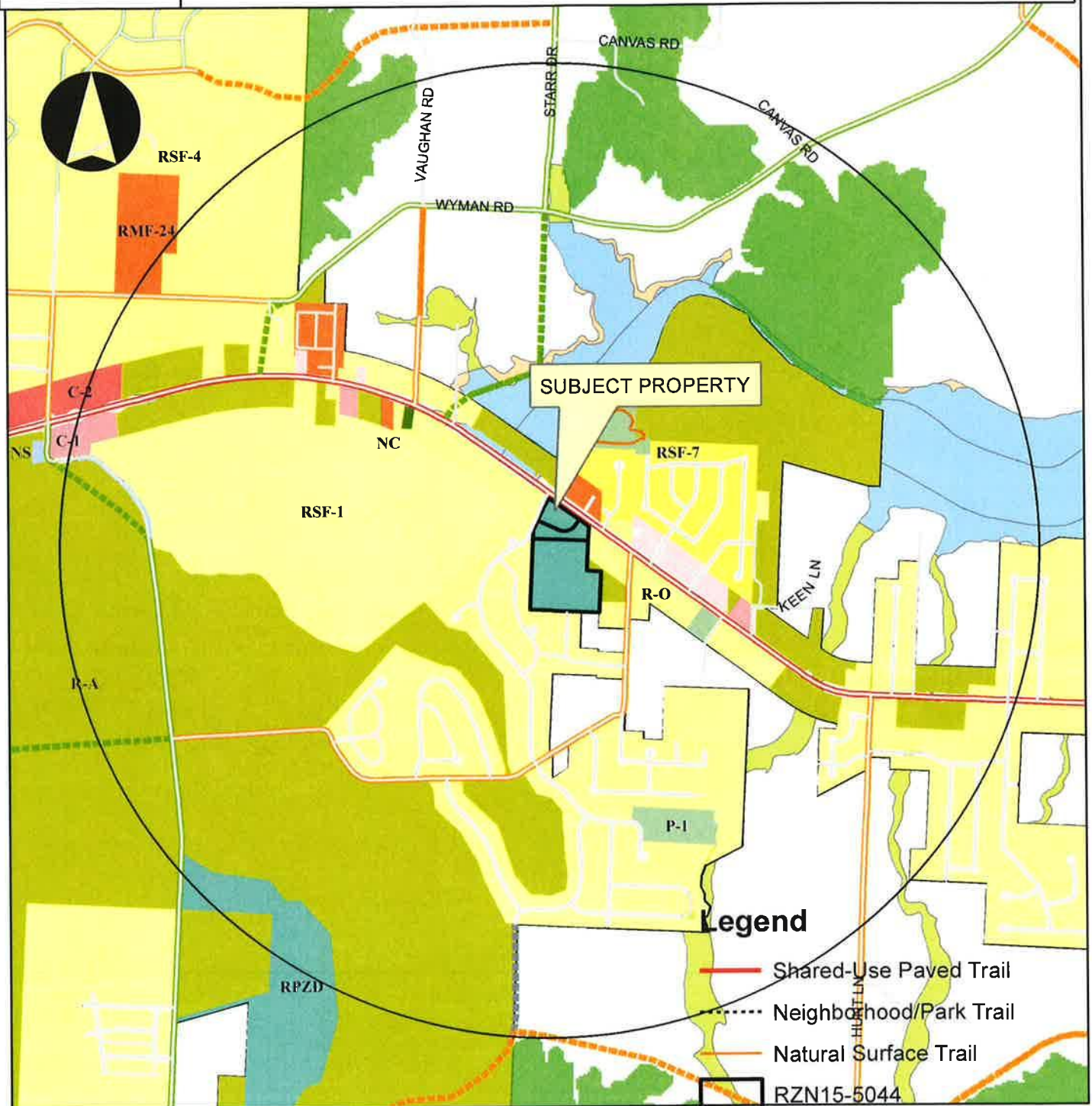
Future Land Use



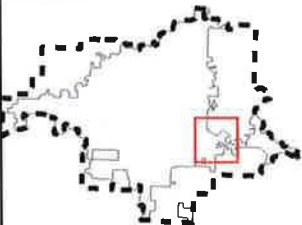
RZN15-5044

THE PLAZA

One Mile View



Overview



Legend

Subject Property

Boundary

0 0.25 0.5

1 Miles

- Hillside-Hilltop Overlay District
- Design Overlay District
- Planning Area
- Fayetteville



City of Fayetteville, Arkansas

Tentative Agenda
113 West Mountain Road
Fayetteville, AR 72701
(479) 575-8323
Page 15 of 430

Text File

File Number: 2015-0265

Agenda Date: 7/7/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: B. 2

PLACE HOLDER: MAPLE STREET & LAFAYETTE STREET BRIDGE REHAB

A RESOLUTION TO AWARD A CONTRACT IN THE AMOUNT OF \$X,XXX,XXX.XX TO CONTRACTOR, INC. FOR THE CONSTRUCTION OF THE MAPLE STREET & LAFAYETTE STREET BRIDGE REHAB, APPROVE A PROJECT CONTINGENCY OF \$XXX,XXX.XX (5%), AND APPROVE A BUDGET ADJUSTMENT.

City of Fayetteville Staff Review Form

2015-0265

Legistar File ID

6/16/2015

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

Paul Libertini

6/3/2015

Engineering /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A Resolution to award a contract in the amount of \$x,xxx,xxx.xx to General Contractor, Inc. for the construction of the Maple St. & Lafayette St. Bridge Rehab, approve a project contingency of \$xxx,xxx.xx (10%), and approve a Budget Adjustment.

Budget Impact:

Account Number		Fund	
06035.1101		Lafayette & Maple Bridges	
Project Number		Project Title	
Budgeted Item?	Yes	Current Budget	\$ -
		Funds Obligated	\$ -
		Current Balance	\$ -
Does item have a cost?	Yes	Item Cost	
Budget Adjustment Attached?	Yes	Budget Adjustment	
		Remaining Budget	\$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

MEETING OF JUNE 16, 2015

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director
Chris Brown, City Engineer

FROM: Paul Libertini, Staff Engineer

DATE: June 03, 2015

SUBJECT: A Resolution to award a contract in the amount of \$x,xxx,xxx.xx to General Contractor, Inc. for the construction of the Maple St. & Lafayette St. Bridge Rehab, approve a project contingency of \$xxx,xxx.xx (10%), and approve a Budget Adjustment.

RECOMMENDATION:

Staff recommends City Council approval awarding a contract in the amount of \$x,xxx,xxx.xx to General Contractor, Inc. for the construction of the Maple St. & Lafayette St. Bridge Rehab., approval of a project contingency of \$xxx,xxx.xx (10%), and approval of the attached Budget Adjustment.

BACKGROUND:

This project is located in central Fayetteville on the east side of the University of Arkansas campus on Maple Street and Lafayette Street over a single track of the Arkansas & Missouri Railroad. It is the intention of the City of Fayetteville to restore both historic bridges to their original beauty and to thus set a high example for restoration for a municipality in Arkansas and the United States.

On February 16, 2011 in response to a letter from the City requesting federal funding for the Maple and Lafayette Street historic bridges, the City received a letter from the Arkansas State Highway and Transportation Department advising that the subject bridges qualify for funding from the Federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) to restore both bridges. The HBRRP utilizes 80% Federal-aid and 20% local matching funds with a limitation of \$1 million in Federal-aid available per project.

DISCUSSION:

On June 12th, the City received five (x) construction bids ranging from a low of \$x,xxx,xxx.xx to a high of \$x,xxx,xxx.xx. General Contractor, Inc. submitted the low bid which was approximately x% below the Engineer's Estimate of \$1,357,476.33. The City has received a written recommendation from our consultant engineer, McClelland Consulting Engineers, Inc. to award this contract to General Contractor, Inc. and staff concurs with this recommendation. The contract time is 180 days (6 months) for substantial completion.

Please note that as part of the Federal-aid process, the Mayor has submitted the required Certification Letter to the Arkansas State Highway and Transportation Department (AHTD) requesting their review of the bid tabulations and concurrence in award of the contract to General Contractor, Inc. The actual execution of the construction agreement will occur after receipt of AHTD concurrence.

BUDGET/STAFF IMPACT:

This project is based on an Agreement Of Understanding with AHTD in which Federal-aid money will pay 80% of the contract amount of \$x,xxx,xxx.xx up to a maximum of \$1 million and the City will pay 20% (\$x,xxx,xxx.xx) plus any amount over the \$1 million cap. The Federal portion will be paid from the Federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) and the City's portion will be paid from the Transportation Bond Fund and the Sales Tax Capital Improvement Fund.

City of Fayetteville, Arkansas - Budget Adjustment Form

Tentative Agenda
Page 361 of 430

Budget Year	Division: Engineering	Adjustment Number
2015	Dept.: Development Services	
	Requestor: Chris Brown	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

A resolution to award a contract in the amount of \$X,XXX,XXX.XX to General Contractor, Inc. for the construction of the Maple Street and LaFayette Bridge Rehav, approve a contingency of \$XXX,XXX.XX (10%) and approve a budget adjustment.

Division Head _____ Date _____ Department Director _____ Date _____ Chief Financial Officer _____ Date _____ Chief of Staff _____ Date _____		REQUEST DATE: 6/12/2015 Budget Director _____ Date _____ TYPE: _____ DESCRIPTION: _____ GLDATE: _____ POSTED: /
---	--	--

TOTAL		755,163	755,163				v.20150402
Account Number	Increase / (Decrease)		Project.Sub#		AT	Account Name	
	Expense	Revenue	Project	Sub			
4470.0947.4309.00	-	755,163	06035	1101	RE	Federal Grants - Capital	
4470.9470.5817.00	755,163	-	06035	1101	EX	Bridge & Drainage Improve	
4470.9470.5817.00	(475,906)	-	03005	1	EX	Bridge & Drainage Improve	
4470.9470.5817.00	475,906	-	06035	1101	EX	Bridge & Drainage Improve	
4520.9555.5817.00	(1)	-	06035	2200	EX	**Bridge & Drainage Improve	
4520.9555.5817.00	1	-	06035	1101	EX	**Bridge & Drainage Improve	
	-	-					
	-	-					
	-	-					
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	-	-					
	-	-					

City of Fayetteville - Purchase Order Request (PO) (Not a Purchase Order) All PO Requests shall be scanned to the Purchasing e-mail: Purchasing@fayetteville-ar.gov. Purchase shall not be made until an actual PO has been issued.							Requisition No.: _____		Date: _____ Tentative Agenda 6/12/2015 Page 362 of 430	
							P.O Number: _____			
Vendor #: _____			Vendor Name: _____				Mail ☐ YES ☐ NO		Legistar#: Expected Delivery Date: _____	
Address: _____					FOB Point: _____		Taxable ☐ YES ☐ NO			
City: _____			State: _____		Zip Code: _____	Ship to code: _____	Quotes Attached ☐ YES ☐ NO			
Requester: Chris Brown					Requester's Employee #: 2695		Extension: 575-8207			
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project.Sub#	Inventory #	Fixed Asset #	
1					\$0.00					
2	Bridge & Drainage Improvements	1			\$0.00	4520.9555.5817.00	06035.1101			
3					\$0.00					
4	THIS IS A GRANT				\$0.00					
5					\$0.00					
6					\$0.00					
7					\$0.00					
8					\$0.00					
9					\$0.00					
10					\$0.00					
*	Shipping/Handling		Lot		\$0.00					
Special Instructions:							Subtotal: \$0.00 Tax: \$0.00 Total: \$0.00			
Approvals: Mayor: _____ Chief Financial Officer: _____ Dispatch Manager: _____ Department Director: _____ Budget Director: _____ Utilities Manager: _____ Purchasing Manager: _____ IT Director: _____ Other: _____										



City of Fayetteville, Arkansas

Tentative Agenda
113 West Mountain Road
Fayetteville, AR 72701
(479) 575-8323
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Text File

File Number: 2015-0289

Agenda Date: 7/7/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 1

WEBTECH WIRELESS, INC.

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A THIRTY SIX (36) MONTH CONTRACT WITH WEBTECH WIRELESS, INC. FOR FLEET MANAGEMENT TRACKING SERVICES IN THE AMOUNT OF \$50,444.00, PLUS APPLICABLE SALES TAXES AND SHIPPING COSTS

WHEREAS, the implementation of fleet management tracking services will allow the Transportation Division to increase productivity, while meeting the needs of the City and the citizens more effectively and efficiently; and

WHEREAS, after staff contacted several tracking service providers, it was determined that Webtech Wireless, Inc. is the only company with the ability to provide certain features required to meet the City's needs, including real-time monitoring of vehicles.

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 an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and approves a thirty six (36) month contract with Webtech Wireless, Inc. for software service and maintenance in the amount of \$50,440.00 plus applicable sales taxes and shipping costs. A copy of the agreement is attached to this Ordinance and made a part hereof.

City of Fayetteville Staff Review Form

2015-0289

Legistar File ID

7/7/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Terry Gulley

6/19/2015

Transportation Services /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of an Ordinance waiving the requirements of formal competitive bidding and approving an agreement with Webtech Wireless for a 36-month fleet management tracking service subscription in the amount of \$50,444.00 plus estimated shipping and sales tax for a total of \$55,664.10.

Budget Impact:

2100.5500.5314.00

Street

Account Number

Fund

15002 / 1

Winter Weather Operations Center

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 400,000.00

Funds Obligated \$ -

Current Balance **\$ 400,000.00**

Does item have a cost? Yes

Item Cost \$ 55,664.10

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget **\$ 344,335.90**

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Approval Date: _____

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF JULY 7, 2015

TO: Mayor Lioneld Jordan

THRU: Don Marr, Chief of Staff

FROM: Terry Gulley, Transportation Services Director

DATE: June 19, 2015

SUBJECT: Webtech Wireless Service Agreement

RECOMMENDATION:

Staff recommends approval of an Ordinance waiving the requirements of formal competitive bidding and approving an agreement with Webtech Wireless for a 36-month fleet management tracking service subscription in the amount of \$50,444.00 plus estimated shipping and sales tax for a total of \$55,664.10.

BACKGROUND:

The implementation of a fleet management GPS tracking service will allow the Transportation Division to increase productivity, while meeting the needs of the City and the citizens more effectively.

This service provides vehicle tracking along with extensive and customizable reporting, which will allow for the analysis of in-depth historical information. Both historical and real-time data can be used to aid management during inclement weather by tracking routes and progress during snow and ice removal and also throughout the year to track vehicles and equipment that provide other routine services such as street sweeping.

DISCUSSION:

Transportation Division staff have contacted several GPS service providers, in addition to Webtech Wireless, including Teletrac, Location Technologies, Inc., and Verizon Wireless. Webtech Wireless is the only company with the ability to provide certain important features, such as the monitoring of vehicles in real-time and the ability to change reported routes to a different color as they are completed. For this reason, Transportation Division management has determined that formal competitive bidding would not be feasible for this type of service.

BUDGET/STAFF IMPACT:

Funds for the purchase of this service have been budgeted in Street Fund and the Transportation Division intends to remit payments via procurement card.

Attachments:

Webtech Wireless Service Agreement
Standard Terms & Conditions

Date: June 10, 2015
Account Rep: Meghan Price
Webtech Rep: Meghan Price

Shipping Preferences: Priority

Shipping Acct. #

Opp. ID: OAVANA000FPH

Acct. ID: Unknown

Bill To

Company Address CITY OF FAYETTEVILLE, AR
 1525 S. Happy Hollow Road
 Fayetteville, AR 72701
Phone: (479) 841-0753
Email: tgulley@fayetteville-ar.gov
Attn: Terry Gulley
GST / Tax ID
Installed By Webtech Wireless

Fax:

Ship To

Company Address CITY OF FAYETTEVILLE, AR
 1525 S. Happy Hollow Road
 Fayetteville, AR 72701
Phone:
Email:
Attn:

Subscription Plan (36 Month Term)

Product Name	Description	Item Number	Qty	Term Months	Price	Ext. Price
Track and Trace Fleet	Fleet management track and trace solution for fleets, includes equipment, activations and subscription plan services with 5 minute reporting frequency.	01-55-0004	25	36	\$22.95	\$573.75

Total Monthly (Before Tax): \$573.75

Notes: Data plan to be billed separately by carrier.

Monthly Services

Product Name	Description	Item Number	Qty	Term Months	Price	Ext. Price
Activation and Access to Advanced Telemetry Report	Activation and Access to Advanced Telemetry Report	06-56-0001-00.0	13	NA	\$5.00	\$65.00
10 Second Reporting Frequency for Track and Trace Fleet	Sets the reporting frequency to 10 seconds.	06-01-0013-00.0	25	36	\$2.00	\$50.00
Report - Monthly Recurring Fee	Monthly Fee for Reports and Automatic Emails; TBD based on Report Type and Total Number of Units; Monthly fee 1-99= \$5.00/Unit/Month 100-499=\$4.00/Unit/Month 500+=\$3.00/Unit/Month	06-04-0078-00.0	25	36	\$5.00	\$125.00

Total Monthly (Before Tax): \$240.00

Products

Product Name	Description	Part Number	Qty	Term Months	Price	Ext. Price
Telemetry - Hydraulic Pressure sensor 100 to 1500PSI	Requires T Adapter and DB25 Cable	03-09-0105-00.0	3	NA	\$175.00	\$525.00
Bracket - Proximity Main Plow Sensor Bracket	Requires Pepperl+Fuchs Proximity Sensor After Market Plow Sensor -2 Parts 01901285 Mounting Plate & 01901286 Adjustable Sensor Arm Welding is required	03-04-0065-00.0	13	NA	\$50.00	\$650.00
Bundle - 12v Auto Relay with Harness	Bundle Includes Both the Relay (03-14-0004-00.0) and the Relay Wiring Harness (70-06-0066-00.0)	03-33-0049-00.0	13	NA	\$13.00	\$169.00
Telemetry - Proximity Sensor Cordset 10 Meters	Requires proximity sensor. Regular proximity sensor cordset is 5 Meters.	03-09-0150-00.0	14	NA	\$70.00	\$980.00
Telemetry - Proximity Sensor without Cordset	Requires Cordset, Proximity Bracket and DB25 Cable. E2ft Proximity Sensor Pepperl/Fuchs Sensor Only	03-09-0103-00.0	14	NA	\$100.00	\$1,400.00

Total (Before Tax): \$3,724.00

Notes: All Prices in USD Dollars. Actual shipping cost to be determined at time of shipment and not included in this quotation.

Professional Services

Product Name	Description	Item Number	Qty	Term Months	Price	Ext. Price
Report - Route Completion Report	Spreader Controller or Input Data is required. \$4,800 - \$TBD additional dependent on GIS Engineering effort required. Applicable monthly fee is 1-99= \$5.00/unit/month, 100-499=\$4.00/unit/month, 500+=\$3.00/unit/month.	05-05-0042-00.0	1	NA	\$4,800.00	\$4,800.00
Monitoring Module - Live Status Monitoring Module	No Specific Vehicle or Hardware Requirements Referencing The City of Buffalo; \$6,000- \$TBD Additional Dependent on Complexity of Client's Request and GIS Map Data; Applicable Monthly Fee 1-99= \$5.00/Unit/Month 100-499=\$4.00/Unit/Month 500+=\$3.00/Unit/Month	05-05-0050-00.0	1	NA	\$6,000.00	\$6,000.00
Services - Project Manager (daily rate)	Hourly rate \$200. Daily rate \$1,600.	05-05-0018-00.0	1	NA	\$4,400.00	\$4,400.00

Total (Before Tax): \$15,200.00

Notes: All Prices in USD Dollars. Training, certification and project management services save time, improve ROI and help you maximize the use of your fleet management system. Please refer to section 23 of the Terms and Conditions for more details on 'Refusal of Services'.

Required SIM/Wireless Information:

SIM Card Provider:

Wireless Services Invoiced By:

Carrier:

Customer Carrier Representative:

Customer Account BAN:

Customer Agreement

By signing this Quotation, the Customer acknowledges that it has received, read and understands the Standard Terms and Conditions, this Quotation and any relevant exhibits related to the products and services provided by Webtech Wireless Inc. (the "Agreement") and agrees to be bound by the terms and conditions of such Agreement. A copy of Webtech Wireless Inc.'s Standard Terms and Conditions applicable to this Quotation is attached to this Quotation, and is also available to review online at: <http://marketing.webtechwireless.com/WEWStandardTermsConditions.pdf>. The Standard Terms and Conditions include details on how the Customer will be charged for the products and services, how the Customer's services can be suspended or terminated, and legal details on limitation of liability, warranties and indemnification. The Customer acknowledges that this Quotation cannot be terminated except as provided for in the Standard Terms and Conditions. The Customer acknowledges it will be responsible for payment of all charges provided for in the Agreement.

Opp. ID: OAVANA000FPH
I,
On behalf of,
am duly authorized to legally and financially commit my organization to this agreement.
Title
Date
Signature

Payment Method

- Check ☐ Include a copy of check
Wire Transfer ☐ Include a copy of the transfer document or confirmation number
Credit Card ☐ Complete the Credit Card Authorization below and fax to +1 604 434 5270. For full payment amount, freight quote is required.

Credit Card AuthorizationVISA ☐ MasterCard ☐

Credit Card Number: _____ Expiration Date: _____

Invoice Amount: \$ _____

Total Charge: \$ _____

Name on Card: _____

Signature: _____

I hereby certify that I am the cardholder and authorize Webtech Wireless Inc. to charge my card in the amount referenced above. I understand and agree that an additional charge for shipping may be charged to my card at time of invoicing.
Payment will not be processed without signature

Organization Name: _____

Organization Address: _____

Telephone: _____

Billing Address: ☐ If same as aboveConfirmation Needed: ☐ Fax

* Incomplete forms will result in non-processing of payment and may delay your order

Customer Account Setup**Company Information**

Company Legal Name:		Parent Company:	
DBA (if applicable):		Owner / Partner Name:	
Address:	City:	Prov / State:	Postal / Zip Code:

Credit Information

Accounts Payable Contact:	Telephone:	Fax:	Email:
Federal Tax ID #:	Type of Business:	Year Established:	
Does your company issue purchase orders? Yes ☐ No ☐		D & B Number:	

Bank Reference

Bank Reference:	Contact:	Telephone:	Email:
Checking Account #:	Loan#:		
Address:	City:	Prov / State:	Postal / Zip Code:

Trade References

Trade Reference #1:	Contact:	Telephone:	Email:
Address:	City:	Prov / State:	Postal / Zip Code:
Trade Reference #2:	Contact:	Telephone:	Email:
Address:	City:	Prov / State:	Postal / Zip Code:

APPLICANT'S SIGNATURE ATTESTS FINANCIAL RESPONSIBILITY, ABILITY AND WILLINGNESS TO PAY WEBTECH WIRELESS INVOICES PROMPTLY IN ACCORDANCE WITH OUR STANDARD TERMS & CONDITIONS:

The above information is for the purpose of obtaining credit and is warranted to be true. I hereby authorize the firm whom this application is made to investigate the references listed pertaining to our credit and financial responsibility.

Print Name:	Title:
Signature:	Date:

Customer's Wireless Carrier: _____**Authorized Name on the Account:** _____**Wireless Carrier Contact Name:** _____**Contact Phone:** _____**Contact Email:** _____**Internal Use Only****Estimated Hardware Sales \$****Estimated Services (per month) \$**

For internal use only**General information:**

Spare Qty (If applicable):	
Billing Schedule (e.g. monthly, annually):	
Active Period (If applicable):	
Standby Period (If applicable):	

If the recurring services sold on this order only apply to specific serial numbers, please list those serial numbers:

If the recurring services only apply to specific devices in this order, please list exactly which services apply to what device types:

Please list any other general notes or instructions for order fulfillment below:

Webtech Wireless Inc. Standard Terms & Conditions

These Standard Terms and Conditions apply to the purchase and sale of products and the performance of services under all sales quotations and orders (“**Orders**”) agreed between Webtech Wireless Inc. (“**Webtech**”) and the customer named in such Order (“**Customer**”). Together, these Standard Terms and Conditions, the relevant Order and all Exhibits form the agreement (this “**Agreement**”) between Webtech and Customer with respect to such products and services. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Webtech and Customer agree as follows:

1. Definitions: In this Agreement, the following terms have the following meanings:

- (a) “**Agreement**” means these Standard Terms and Conditions, the relevant Order and all Exhibits;
- (b) “**Applicable Date**” means the date that is twenty-four (24) months from the Effective Date of this Agreement;
- (c) “**Claims**” means all claims, suits, demands, judgments, losses, injuries, obligations, liabilities, costs, damages, and expenses of whatever form or nature, including, without limitation, attorneys’ fees, experts’ and consultants’ fees, and other costs of legal defense;
- (d) “**Confidential Information**” means all information, software, passwords, account information, reports, records, documents, technical data or know-how including, but not limited to, that which comprises or relates to the party’s confidential and proprietary technology, trade secrets, hardware, specifications, designs, plans, research, developments, processes, intellectual property, business plans and strategies, customer names and other information related to customers, pricing and financial information or other business and/or technical information and materials, in oral, demonstrative, written, electronic, graphic or machine-readable form, and also includes the terms of this Agreement; provided, however, that “Confidential Information” does not include any information that: (a) is or becomes publicly available without breach of this Agreement; (b) is disclosed to a party by a third party, provided such information was not obtained by said third party, directly or indirectly, from the other party on a confidential basis; (c) is already known to a party without confidentiality obligations; or (d) is independently developed or discovered by a party without reference to Confidential Information of the other party;
- (e) “**Customer**” means any customer named in an Order;
- (f) “**Customer’s Indemnified Parties**” means Customer and its affiliates, agents, employees, officers, directors, successors, and assigns;
- (g) “**Customer’s Personnel**” means Customer’s employees, contractors, officers, directors, agents or representatives;
- (h) “**Early Change Fee**” or “**ECF**” has the meaning given to such term in Section 19;
- (i) “**Early Termination Fee**” or “**ETF**” means a fee equivalent to the applicable aggregate monthly fees for the Products, Services, and Subscription Plan, as applicable, for the remainder of the Initial Term or any then current Renewal Term (had the Agreement not been so terminated or cancelled), as applicable;
- (j) “**Effective Date**” means the date on which the Order is signed by Customer;
- (k) “**Equipment**” means any Webtech supplied device, equipment or hardware used to access the Services or used in conjunction with the Services;
- (l) “**High-Risk Activities**” means any life support, emergency, mission critical or other ultra-hazardous activities;
- (m) “**Improvements**” means any modifications, enhancements, changes or new proprietary information that is developed in relation to the Products or Services;
- (n) “**Initial Term**” means a period of (3) years, beginning on the Effective Date, and continuing for a period of three (3) years;
- (o) “**Monthly Services**” means any services subscribed for on an ongoing basis, including Options, that are not covered by a Subscription Plan;
- (p) “**Options**” means any optional ongoing services used in conjunction with the Products and Services;
- (q) “**Order**” means any sales quotation or order agreed to between Webtech and the Customer;
- (r) “**Products**” means any Webtech products including equipment, hardware and software set forth in the Order; provided, however, that “Products” does not include any third party products or products that are otherwise not considered by Webtech to be Webtech’s standard products, which Webtech may supply from time to time to Customer, or source for Customer from a third party, upon Customer’s request;
- (s) “**Professional Services**” means any one time services such as installation, training, project management or other such services not invoiced monthly;
- (t) “**Proprietary Rights**” means any patent rights, copyrights, trademarks, trade names, know-how, trade secrets and other intellectual property rights which are protected by domestic and international laws and regulations;
- (u) “**Renewal Term**” has the meaning given to such term in Section 18;
- (v) “**RMA**” means “Returned Material Authorization” number;
- (w) “**Services**” means the Professional Services, Subscription Plan Services, Monthly Services and other services set forth in the Order;
- (x) “**Software**” means any software, including third party software, any firmware incorporated in the Equipment and software components of the interface;
- (y) “**Specifications**” means any specifications for the Equipment as officially published by Webtech;
- (z) “**Subscription Plan**” means any monthly subscription plan providing for the provision of Products and Services;
- (aa) “**Subscription Plan Services**” means any services included in a Subscription Plan;
- (bb) “**Term**” means the Initial Term, together with all Renewal Terms;
- (cc) “**Updates**” means any updates, upgrades, enhancements or modifications;
- (dd) “**Warranty Period**” means the period beginning on the date of shipment of the Equipment to Customer and ending with

the earlier of the termination of the Initial Term or cancellation of this Agreement; and

(ee) “Webtech” means Webtech Wireless Inc.

2. Products and Services: Webtech agrees to provide to Customer, and Customer agrees to obtain from Webtech, the Products and Services set forth in the Order, in accordance with the terms and conditions of this Agreement. Such Products and Services may include Equipment, Subscription Plans, Monthly Services, Options, Professional Services, or other products and services as set forth in the Order. Webtech and Customer shall enter into a separate Order or agreement with respect to any third party products or products that are not otherwise considered by Webtech to be Products.

3. Product Delivery: Title and risk of loss in the Products shall pass to Customer at the time Webtech delivers the Products to a third party carrier for shipment to Customer. Webtech shall not be liable for any delay in transportation of the Products, or non- delivery of the Products for any reason beyond its reasonable control.

4. Installation: The parties shall each make commercially reasonable efforts to schedule and complete Webtech’s “standard installation” of the Products within thirty (30) days following receipt of the Products by Customer. Customer shall arrange for vehicle availability and provide a conducive environment (install bay) so that installations can be performed efficiently. Webtech’s “standard installation” includes installation of the Products in authorized vehicles. Customer authorizes Webtech to enter or have access to such vehicles to install, maintain, inspect, repair, remove, replace, modify, upgrade or improve the operation of the Products. Customer shall pay to Webtech the standard fees charged by Webtech for such “standard installation”. Customer may be charged additional fees, including, without limitation, ‘trip fees’ and ‘no show’ fees. Installations that are not “standard installations” include but are not limited to, the “Engine Alternator” installation, and may be subject to separate or additional terms and conditions. Customer acknowledges that, in connection with the installation and any maintenance of the Products, Webtech or its assignees, agents and contractors may modify or alter, including, without limitation, drill holes, cut panels or rewire the vehicles in which the Products are installed. Webtech shall not be responsible for, and makes no assurances regarding, the restoration of such vehicles to their unmodified or unaltered condition. Customer shall be responsible for confirming the effect (if any) of any such installation work on any vehicle manufacturer’s warranty, and Webtech shall have no responsibility or liability in connection therewith.

5. Technical Support Services: Only Customer’s authorized account contacts may request information, changes or technical support pursuant to this Agreement. Monthly Services and Subscription Plans include technical support services to be provided by Webtech. Webtech shall use commercially reasonable efforts to maintain a standard response time to technical support issues. Webtech’s response time will depend on the complexity of the inquiry and support request volume. Webtech’s Technical Support Department assigns the highest priority to customer inquiries related to server unavailability. The estimated time to respond does not apply to inquiries that require extensive research and testing. Technical support services shall be available as follows:

(a) For Webtech Fleet Center: by email at support@webtechwireless.com or by calling Webtech’s support line at 1-866-945-4568 between the hours of 6:00 a.m. and 5:00 p.m. Pacific Standard Time Monday to Friday, and between 8:00 a.m. and 4:30 p.m. Pacific Standard Time on Saturday.

(b) For InterFleet Products: by email at customersupport@webtechwireless.com or by calling InterFleet’s support line at 1-877-434-4844x4 between the hours of 7:30 a.m. and 5:00 p.m. Eastern Standard Time Monday to Friday.

6. Service Levels: Webtech shall provide the Services as agreed in the applicable Order. Customer is responsible for providing all required computer equipment to end users, internet access and cellular connection with sufficient bandwidth to access the Services and a single point expert administrator to support end users with access to the Services. Under no circumstances will Webtech be responsible for (a) loss of access to the Services due to computer system or network connectivity issues at the Customer’s premises or in the Customer’s vehicles or due to general internet outages or response times, or (b) the terms, conditions or obligations arising from agreements between Customer or its end users and any internet or cellular network or airtime provider in connection with the Products or Services.

7. Software License: Subject to the terms and conditions of this Agreement, including, without limitation, the payment of all amounts owing by Customer hereunder, Webtech hereby grants to Customer a non-exclusive, non-transferable, revocable license to use the Software, solely for the purpose of using the Products in Customer’s authorized vehicles in accordance with the terms and conditions of this Agreement.

8. Terms of Use: Customer shall not use the Products, Services, Equipment or Software to transmit, distribute or store materials or conduct activities: (a) of an illegal or unlawful nature under the laws of Canada, the province of British Columbia or any other applicable jurisdiction; (b) that interfere with or adversely affect the Software or Services or the use of the Software or Services by other Customers; (c) that are threatening or defamatory or otherwise injurious to the business reputation of others; or (e) that may expose Webtech to criminal or civil liability. Customer is solely responsible for any materials that its end users store, transmit, download, view, post, distribute or otherwise access or make available using the Products, Services, Equipment or Software.

Customer and its end users shall not, and shall not assist anyone else to, use the Products, Services, Equipment or Software to: (a) attempt to disrupt, degrade, impair or violate the integrity or security of the Software or Services or the computers, services, accounts or networks of any other party, or conduct any activity that typically precedes attempts to breach security such as scanning, probing or other testing or vulnerability assessment activity; (b) view, modify or tamper with files not owned by Customer, unless the owner of such files has given Customer explicit permission to do so; (c) violate any charters, policies, rules or agreements promulgated by any search engines, subscription Web services, chat areas, bulletin boards, Web pages or other services accessed via the Services or Software; or (d) violate the applicable acceptable use policies of any Internet Service Providers, or “ISPs”, when data, content or other communications are carried across the networks of such ISPs.

Access to the Products and Services shall be restricted to authorized employees of Customer. Customer shall not, without Webtech’s prior written consent, use, duplicate, or disclose any technical data or any information on the construction or operation of the Products for any purposes other than for the installation, operation or maintenance of the Products in accordance with this Agreement. Customer agrees that it shall not (a) translate, decompile, disassemble, compile or reverse engineer the Products or Services for any purpose, including, without limitation, to gain access to the source code within the Products to create a derivative product; (b) sell, assign, transfer, rent, lease, sublicense or distribute rights to the Products or Services, in whole or in part; (c) remove any proprietary notices or labels from the Products or Services; or (d) use the Products or Services to configure any other product.

The above restrictions shall survive the termination or expiry of this Agreement. Customer agrees to provide Webtech with such access to Customer personnel, facilities, vehicles and documentation at such times as Webtech may reasonably request to audit Customer’s compliance with the requirements and restrictions set forth in this Agreement.

9. Prices, Taxes, Payment: Any written price quotation, either pursuant to this Agreement or any other form, shall become void unless accepted by Customer within thirty (30) days of the date thereof, unless sooner revoked or rejected by Webtech. Customer shall pay Webtech for the Products and the Services in the amounts set forth in the applicable Order, and in accordance with the payment terms set forth in this Agreement. All prices quoted, all orders accepted, and all billings rendered are exclusive of all shipping, federal, state/provincial and local withholding, excise, sales, use and similar taxes, fees, or charges imposed by any governmental authority on the applicable transaction, which shall be paid by Customer. On the date an Order is agreed between Webtech and Customer, Customer shall pay to Webtech 50% of all fees set forth on the Order for the Products, Professional Services and any other Services and fees not billed monthly. Customer shall pay to Webtech the balance of such fees for the Products, Professional Services and any other Services and fees not billed monthly, within thirty (30) days after Webtech's delivery of an invoice for such fees to Customer. During the Term, Customer shall pay Webtech for the Products and Services that are billed monthly including Monthly Services and Subscription Plan, on a monthly basis in advance, within 30 days after Webtech's delivery of an invoice for such monthly fees to Customer. Webtech shall commence invoicing Customer for the monthly fees for the Products and Services fourteen (14) days after the Products are shipped to Customer, regardless of whether the Products have been installed in Customer's vehicles. Customer must notify Webtech of any discrepancies regarding charges or billings within sixty (60) days of the date of the applicable invoice. If Customer fails to notify Webtech of any discrepancies within this time period, Customer shall be deemed to have accepted all such charges and billings. Webtech may charge Customer a fee of \$50.00 for any cheque returned due to insufficient funds. Webtech may perform credit verification on Customer, as Webtech deems necessary in its discretion, and Customer authorizes Webtech to obtain information about its credit history from credit reporting agencies and credit grantors. Provision of the Products and Services shall be subject to Webtech's approval of Customer's credit history, from time to time. The amount of credit may be changed or withdrawn completely by Webtech at any time. On any Order for which credit is not extended by Webtech, shipment or delivery of Products shall require from Customer, at Webtech's election, payment in full, upon the signing of an Order and prior to shipment.

10. Security Interest: Webtech reserves, until full payment has been received, a purchase money security interest in the Products. Customer agrees to execute any document appropriate or necessary to perfect the security interest of Webtech, or in the alternative, Webtech may file this Agreement as a financing statement and/or chattel mortgage.

11. Confidential Information: Each party agrees to keep strictly confidential and not disclose or use for any purpose other than for performing its obligations under this Agreement, any Confidential Information of the other party. Neither party shall obtain any interest in the other party's Confidential Information by reason of this Agreement or by reason of the disclosure of such Confidential Information pursuant to this Agreement. Each party may disclose the other party's Confidential Information only to its directors, officers, agents, employees, and professional advisors who have a need to know such Confidential Information for the performance of this Agreement, provided that such directors, officers, agents, employees and professional advisors are bound by obligations of non-disclosure and non-use substantially the same in scope as those contained in this Section 11. Nothing in this Section will restrict a party's use or disclosure of its own Confidential Information.

Notwithstanding any provisions of this Section 11, either party may disclose the Confidential Information of the other party to applicable regulatory authorities or if required by judicial or administrative process or timely disclosure requirements imposed by law or by stock exchange policies, provided that such party first provides to the other party prompt notice of such required disclosure and maintains confidentiality to the greatest extent permissible.

Customer acknowledges and consents to the collection, use and disclosure of personal information (as that term is defined under applicable privacy legislation, including, without limitation, the *Personal Information Protection Act* (British Columbia)) regarding Customer by Webtech to verify personal information that has been provided about the Customer and to perform its obligations under this Agreement. Upon request by Customer, Webtech shall provide the position name or title and the contact information for an officer or employee of Webtech who is able to answer questions about the collection.

Webtech agrees and understands that this Agreement and documents submitted to the City pursuant hereto or 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 requesting such documents, Webtech 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.

12. Intellectual Property:

(a) No express or implied term of this Agreement conveys to Customer any Proprietary Rights in the Products or Services, or any Improvements, and Customer acknowledges Webtech's exclusive rights thereto. All rights to the Products, Services and any Improvements are owned by Webtech, its affiliates or licensors, and Webtech, its affiliates and licensors (as applicable) retain all rights in and to the Products, Services and all Improvements including, without limitation, the source code, object code, and any related information. Any rights not expressly granted in this Agreement are expressly reserved by Webtech.

(b) To the extent any Improvements do not immediately vest in Webtech, Customer hereby assigns all right, title and interest in and to such Improvements to Webtech and waives, for the benefit of Webtech and its successors, assigns, licensees and contractors, its moral rights (and any similar rights to the extent that such rights exist and may be waived in each and any jurisdiction in the world) in and to the Improvements. Customer covenants and agrees to do all such other things and to execute, or have executed, without further consideration, such documents as may be required for assigning, transferring, conveying and securing to Webtech the exclusive right, title, property, benefit and interest in and to the Proprietary Rights in the Products, Services and all Improvements.

13. Representations and Warranties: Each party represents and warrants to the other party that: (a) it has full power and authority to enter into this Agreement and perform its obligations hereunder; and (b) this Agreement is the legal, valid and binding, enforceable against such party in accordance with its terms.

14. Limited Warranty: Webtech warrants that for the Warranty Period, the Equipment shall (a) be free from defects in materials and workmanship; and (b) substantially conform to any applicable Specifications for such Equipment.

15. Warranty Procedures. Customer shall promptly notify Webtech in writing if any Equipment (a) contains defects in materials and workmanship, or (b) does not substantially conform to the Specifications (if any) for such Equipment, during the Warranty Period, and request an RMA from Webtech. Promptly following its receipt of a RMA from Webtech, Customer shall send such Equipment, freight and insurance prepaid by Customer, to Webtech or (at Webtech's option) a repair facility designated by Webtech. Customer shall ship such Equipment in the original shipping containers or in containers which provide equivalent protections, and

shall display the RMA on the outside of such containers. Webtech reserves the right to refuse to accept any returned Equipment that does not bear an RMA on the outside of the container. If Customer returns any Equipment to Webtech during the Warranty Period, Webtech shall, at its sole option and expense, repair or replace such Equipment. Customer shall be responsible for any de-installation and re-installation fees, if applicable. This Section states Customer's sole remedy, and Webtech's sole liability, arising out of the limited warranty provided by Webtech under Section 14.

16. Limitations. The limited warranty under Section 14 does not apply in the case of: (a) non-conformities, defects or errors in any Equipment due to accident, abuse, misuse or negligent use of the Equipment, use of the Equipment in a manner other than as intended by Webtech, use of the Equipment in environmental conditions not conforming to Webtech's instructions, or failure to follow operating maintenance procedures prescribed by Webtech with respect to the Equipment; (b) defects, errors or non-conformities in any Equipment due to normal wear and tear; (c) damage to any Equipment caused by force of nature or act of any third party; (d) any third party equipment or equipment that are otherwise not considered by Webtech to be Webtech's standard equipment, which Webtech may supply from time to time to Customer, or source for Customer from a third party, upon Customer's request; or (e) any installation or other services that are not considered by Webtech to be Webtech's standard services (including, without limitation, the "Engine Alternator" installation), which Webtech may supply from time to time to Customer, upon Customer's request.

17. No Other Warranty. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 14, TO THE GREATEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING WEBTECH'S INVOLVEMENT IN THE INSTALLATION AND INITIAL TESTING OF THE FUNCTIONALITY OF ANY PRODUCT, WEBTECH MAKES AND CUSTOMER RECEIVED NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE PRODUCTS OR ANY SERVICES PROVIDED HEREUNDER, AND WEBTECH SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.

18. Term: This Agreement shall be effective for the Initial Term, unless renewed or terminated in accordance with the terms of this Agreement. The Initial Term shall thereafter automatically renew for successive periods of one (1) year each (each, a "**Renewal Term**"), unless Customer provides at least 30 days' written notice prior to the end of the Initial Term or the then current Renewal Term to Webtech that it does not wish to renew the Agreement.

19. Product and Service Changes: Subject to the terms of this Agreement, Customer may request a change to an existing Product or Service as follows.

(a) If a request for a change involves a change to a Subscription Plan or Equipment which is part of a Subscription Plan and it is made within the first twenty-four (24) months of the Term, than an Early Change Fee ("ECF") shall be payable. The ECF shall be a lump-sum payment equal to the value of the applicable aggregate monthly fees for the Subscription Plan and any applicable Options due under the Agreement from the date of the change to the Applicable Date. From and after the Applicable Date, Customer shall be entitled to upgrade or downgrade a Subscription Plan or Equipment which is part of a Subscription Plan without payment of an ECF.

(b) If a request for a change involves a change to Equipment which has been purchased by the Customer then the Customer shall be entitled to upgrade or downgrade at any time after the Equipment has been fully paid.

(c) Notwithstanding the foregoing, changes in a Subscription Plan or Equipment, whether part of a Subscription Plan or purchased,

may only be made if: (i) Customer's account is in good standing; (ii) the Customer enters into a new Agreement with a term of three (3) years from the date of the change; and (iii) Customer continues with their existing Subscription Plan or enters into a new Subscription Plan. Customer shall also be responsible for any one-time fees associated with the change, including but not limited to fees for Professional Services and administration, as applicable.

(d) Any Equipment that is being replaced becomes the property of Webtech and must be returned to Webtech. The Customer is to request an RMA from Webtech prior to shipping to Webtech. Promptly following its receipt of an RMA from Webtech, Customer shall send such Equipment, freight and insurance prepaid by Webtech, to Webtech or (at Webtech's option) to an authorized recycler.

(e) Additions or changes to Options not requiring a change to a Subscription Plan or Equipment may be made at any time. To add or change Options only, no change shall be made to the Term or any applicable term of this Agreement. Upon an addition or change to an Option, Customer shall pay any Professional Services or Products fees associated with the change,, as applicable.

20. Cancellation: There shall be no cancellation or amendment by Customer of any order for the Products and Services as set forth in the Order, after the Products have been shipped to Customer except as expressly set forth in Section 18 or Section 19. If any proceeding is brought by or against Customer under bankruptcy or insolvency laws, Webtech shall be entitled to terminate this Agreement and any Product and Services to be provided hereunder. Webtech may suspend or terminate this Agreement and the performance of Services or any subsequent delivery of any Products, without liability, if Customer breaches this Agreement, including, without limitation, by non-payment of any amounts due to Webtech hereunder. If Customer promptly cures any such breach to the satisfaction of Webtech, Webtech may, in its sole discretion, re-activate the Agreement and performance of the Services upon payment by Customer of Webtech's restoration fee then in effect, which shall not be less than \$50.00 per Product purchased by Customer. If Webtech terminates this Agreement as a result of Customer's breach, or if Customer wishes to cancel any Services prior to the completion of the Term, other than in accordance with Section 18 of this Agreement, the parties agree that the damage suffered by Webtech will be difficult to ascertain. As a result, upon such termination or cancellation, Customer agrees to pay Webtech, as liquidated damages and not as a penalty, the Early Termination Fee. Customer shall pay the ETF to Webtech within 30 days following the date of the invoice for the ETF from Webtech. Customer shall not be required to return any Equipment upon termination or cancellation of this Agreement pursuant to this Section.

21. Indemnification by Customer: Customer shall indemnify and hold harmless Webtech, its employees, contractors, officers, directors, representatives, successors, assigns and agents from and against any and all Claims arising in whole or in part from: (a) the negligent acts or omissions or willful misconduct of Customer or Customer's Personnel; (b) Customer's or Customer Personnel's use of the Products or Services, Webtech's Confidential Information, or any Proprietary Rights therein, or failure to use the Products or Services, Webtech's Confidential Information, or any Proprietary Rights therein, in accordance with the terms and conditions of this Agreement; (c) Customer's or Customer Personnel's violation of the rights of any third parties; or (d) any other breach of this Agreement by Customer or Customer Personnel; provided, however, that the foregoing indemnity shall not apply to the extent that any Claims are determined by a final judgment to be caused by the negligence or willful misconduct of Webtech.

22. Indemnification by Webtech: Subject to Section 23, Webtech shall indemnify and hold harmless the Customer's Indemnified Parties from any Claims asserting that the Products or Services, or the use thereof, constitute(s) an infringement of any patent, copyright, trade secret, trademark, service mark, or other intellectual property right of any third party; provided, however, that Webtech shall have no liability or obligation to Customer with respect to any Claim to the extent such Claim is based on: (a)

Products or Services for which Customer both provided and controlled the detailed design; (b) Customer's use of the Products or Services in an application or environment or on a platform or with equipment or devices for which the Products or Services were not designed or contemplated to be used; (c) any intellectual property that Customer, or any of its affiliates, owns or has exclusive rights to; (d) failure of Customer to install any corrections or enhancements to the Products or Services made available by Webtech; or (e) modifications, alterations, combinations or enhancements of the Products or Services not created by Webtech. If, because of such Claims, any Customer's Indemnified Party's use of any Products or Services provided by Webtech is enjoined or prevented as contemplated herein, Webtech will, at its own expense and option, either procure for Customer's Indemnified Party the right to continue using the Products or Services or replace or modify such Products or Services with substantially similar and functionally equivalent non-infringing products or services. The foregoing states the sole and exclusive liability of Webtech and its affiliates for such Claims. Customer shall immediately notify Webtech of any such Claim.

23. Limitation of Liability: EXCEPT AS EXPRESSLY PROVIDED HEREIN, WEBTECH SHALL NOT BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, NOR FOR ANY LOSS OF BUSINESS, LOSS OF USE OR OF DATA, INTERRUPTION OF BUSINESS, LOST PROFITS OR GOODWILL, OR OTHER INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THIS AGREEMENT, EVEN IF WEBTECH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THIS EXCLUSION INCLUDES ANY LIABILITY THAT MAY ARISE OUT OF THIRD-PARTY CLAIMS AGAINST CUSTOMER. WEBTECH'S TOTAL LIABILITY UNDER THIS AGREEMENT, IN ALL CIRCUMSTANCES, SHALL NOT EXCEED THE PRICE PAID BY CUSTOMER FOR THE PRODUCTS SET FORTH IN THE RELEVANT QUOTATION.

24. Customer Acknowledgements: Customer acknowledges and agrees that (a) data collected by the Products while out of coverage or without calling connectivity may not be stored and retrieved by Customer when coverage or calling connectivity is restored; (b) data collected by the Products are not provided in real time and delays in receipt of data are normal; (c) data will be stored on Webtech's server(s) for a limited amount of time as determined by Webtech, in its sole discretion, after which time the data will be archived and Customer will be charged for any data retrieval; (d) Product (GPS) antennae should have an unobstructed view of the sky; (e) the Products may not operate in enclosed spaces, in buildings, between tall buildings, underground or in canyons; (f) although portions of the Products and Services are encrypted, the Products and Services are capable of being intercepted without knowledge of or permission from Webtech by third parties; (g) Webtech is not a party to nor responsible for the terms, conditions or obligations arising under any agreements between Customer or its end users and any internet, cellular network or airtime provider; (h) Customer may not be able to cancel agreements between Customer and its cellular network or airtime provider upon commercially reasonable terms or at all; (i) Customer must notify Webtech of any change or cancellation relating to its internet, cellular network or airtime providers, and pay all applicable fees to Webtech in connection with any resulting installation, reconfiguration or other services as may be required to be performed by Webtech in relation to the Products or Services as a result of any such change or cancellation; (j) Webtech assumes no responsibility for improper storage of data or information or delivery of messages; (k) Customer assumes the entire risk in downloading or otherwise accessing any data, information, files or other materials obtained from Webtech's website, even if Customer has paid for or otherwise been provided virus protection services from Webtech; and (l) Webtech shall have the right to use, for any purpose, anonymous summary data and data analysis collected by the Products and/or stored on Webtech's server(s).

25. Installation of Updates: In its sole discretion, Webtech may provide or install any Updates to the Software remotely or wirelessly, without the knowledge of Customer. Customer hereby acknowledges that such Updates are necessary in order to continue receiving the Services and grants consent to Webtech to deploy and apply such Updates. For greater certainty, Webtech is under no obligation whatsoever to provide such Updates to Customer.

26. Consequences for Refusal of Services: (a) If Customer wishes to self-install the Products but refuses to receive or obtain "Installer Certification" from Webtech, then the limited warranty under this Agreement shall be void and Webtech shall have no obligation to Customer in connection therewith. For clarity, the "Installer Certification" is the minimum service required to self-install Webtech's Products; (b) If Webtech recommends and Customer refuses Webtech's "Introduction to Webtech Fleet Center" training program, then Webtech reserves the right to charge Customer for support calls to Webtech's Technical Support Department if such calls are due to lack of such training, in Webtech's reasonable opinion. For clarity, the "Introduction to Webtech Fleet Center" is the minimum required training for standard operation of Webtech Fleet Center; (c) If Webtech recommends and Customer refuses Webtech's "Installation Coordination", then Customer shall accept responsibility for coordination and scheduling of installations and any associated costs due to schedule delays. For clarity, Webtech's "Installation Coordination" organizes the Product installation process, verifies quantity installed and installation standards for each vehicle; (d) If Webtech recommends and Customer refuses Webtech's "Product Configuration", then Customer agrees to pay Webtech's reasonable fees for future change requests to standard product configuration. For clarity, Webtech's "Product Configuration" provides Webtech and Customer with an assessment of Customer's reporting and data flow requirements, product selections, and configuration files.

27. Coverage and Data Transmission: Customer acknowledges and agrees that the Products, Services and the data transmission are dependent on the coverage of cellular, GPS and Internet networks owned and operated by third parties, and that operation of the Product depends on system availability and capacity, system and equipment upgrades, repairs, maintenance, modifications and relocations, Customer's equipment, terrain, signal strength, structural conditions, weather activities, acts of God and other conditions beyond Webtech's reasonable control. Customer acknowledges that some parts of North America have intermittent coverage or no coverage at all. Webtech is not responsible for data loss or data delays caused by limits in coverage or performance degradation due to any such conditions. Customer acknowledges that coverage of cellular, GPS and Internet networks may be interrupted, halted, or curtailed or the quality of the data transmission may be diminished at any time. The Products, Services and data transmission are dependent upon the availability of the Internet, GPS and cellular networks, which shall be accessed by Customer through third parties.

28. Lost and Stolen Equipment: Webtech shall not be responsible for, and shall not replace, any lost or stolen Equipment. Customer acknowledges and agrees that it will be charged the replacement value of any Equipment that is lost or stolen.

29. High Risk Activities: The Products and any modifications, alterations, additions or changes to the Products, are not fault tolerant and are not designed, manufactured or intended for use in High-Risk Activities. Webtech specifically disclaims any express or implied warranty of fitness for such High Risk Activities. Customer represents, warrants and covenants that it will not use, or permit to be used, the Products for such High Risk Activities, and Customer agrees to fully indemnify and hold harmless Webtech for any damages or other losses resulting from such use.

30. Force Majeure: Notwithstanding anything else in this Agreement, no default, delay or failure to perform on the part of Webtech shall be considered a breach of this Agreement if such

default, delay or failure to perform is due to causes beyond the reasonable control of Webtech, including without limitation, failure of a GPS network or cellular network or the Internet network, strikes, lockouts or other labor disputes, riots, civil disturbances, actions or inactions of governmental authorities or suppliers, epidemics, war, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy, nuclear disasters, or default of a common carrier.

31. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas. Any application to this Agreement of the United Nations Convention on Contracts for the International Sale of Goods is expressly waived.

32. Assignment: This Agreement shall enure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and assigns. Customer shall not assign this Agreement, or any rights or obligations hereunder, without the prior written consent of Webtech. Webtech may assign this Agreement upon prior written notice to Customer.

33. General: The headings used in this Agreement are for convenience only and no meaning shall be ascribed to such headings. The waiver by Webtech of a breach of any provision of this Agreement by Customer shall not operate or be construed as a waiver of any subsequent breach by Customer. No delay or omission by Webtech in exercising any right, remedy or power hereunder or existing at law or in equity shall be construed as a waiver thereof. If any of the provisions herein or any part thereof are declared invalid or unenforceable by a court of competent jurisdiction, the validity and enforceability of the remainder of such provisions or parts thereof and the applicability thereof shall not be affected thereby. Each party agrees to comply with all applicable laws, including, without limitation, all applicable export laws, restrictions and regulations.

34. Entire Agreement: These Standard Terms and Conditions the relevant Order attached hereto and any Exhibits constitute the entire agreement between Webtech and Customer and supersede and replace all prior oral or written agreements, understandings, commitments and practices between Webtech and Customer with respect to the subject matter hereof. This Agreement may not be amended or modified except in writing by an instrument executed by the parties hereto. To the extent of any inconsistency between these Standard Terms and Conditions and the relevant Order, these Standard Terms and Conditions shall apply, unless expressly agreed otherwise.

35. Response to Court Orders: Notwithstanding any other provision herein, Customer hereby consents to Webtech providing any information relating to Customer, its vehicles, its use of the Products and Services, and any other information related thereto, as may be requested at any time by way of subpoena or other court order, and agrees to indemnify and hold harmless Webtech from all costs, liabilities, losses, or expenses arising in connection therewith.

36. CUSTOMER ACKNOWLEDGES THAT, AS WITH ANY MAPS OR DRIVING DIRECTIONS, CUSTOMER SHOULD ALWAYS RECHECK DIRECTIONS AND DRIVING CONDITIONS FOR ACCURACY AND CONFIRM THAT THE ROAD STILL EXISTS, AND CUSTOMER SHOULD BE AWARE OF CONSTRUCTION AND OTHER HAZARDS AND FOLLOW ALL SAFETY PRECAUTIONS AND LAW. THE PRODUCTS AND SERVICES ARE TO BE USED ONLY AS AN AID IN PLANNING.

BY SIGNING THE ORDER, CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THIS AGREEMENT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.



City of Fayetteville, Arkansas

Tentative Agenda
113 West Mountain Road, Suite 100
Fayetteville, AR 72701
(479) 575-8323
Page 18 of 430

Text File

File Number: 2015-0285

Agenda Date: 7/7/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 2

RZN 15-5075 (NE CORNER VAN ASCHE & STEELE BLVDS./CMN LOTS 8 & 14

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 15-5075, FOR APPROXIMATELY 17.70 ACRES, LOCATED AT THE NORTHEAST CORNER OF VAN ASCHE AND STEELE BLVDS. FROM C-2, THOROUGHFARE COMMERCIAL TO C-3, CENTRAL COMMERCIAL

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

Section 1. That the City Council for the City of Fayetteville, Arkansas hereby changes the zone classification of the following described property from C-2, Thoroughfare Commercial, to C-3, Central Commercial, as shown on Exhibits "A" and "B" attached hereto and made a part hereof.

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.

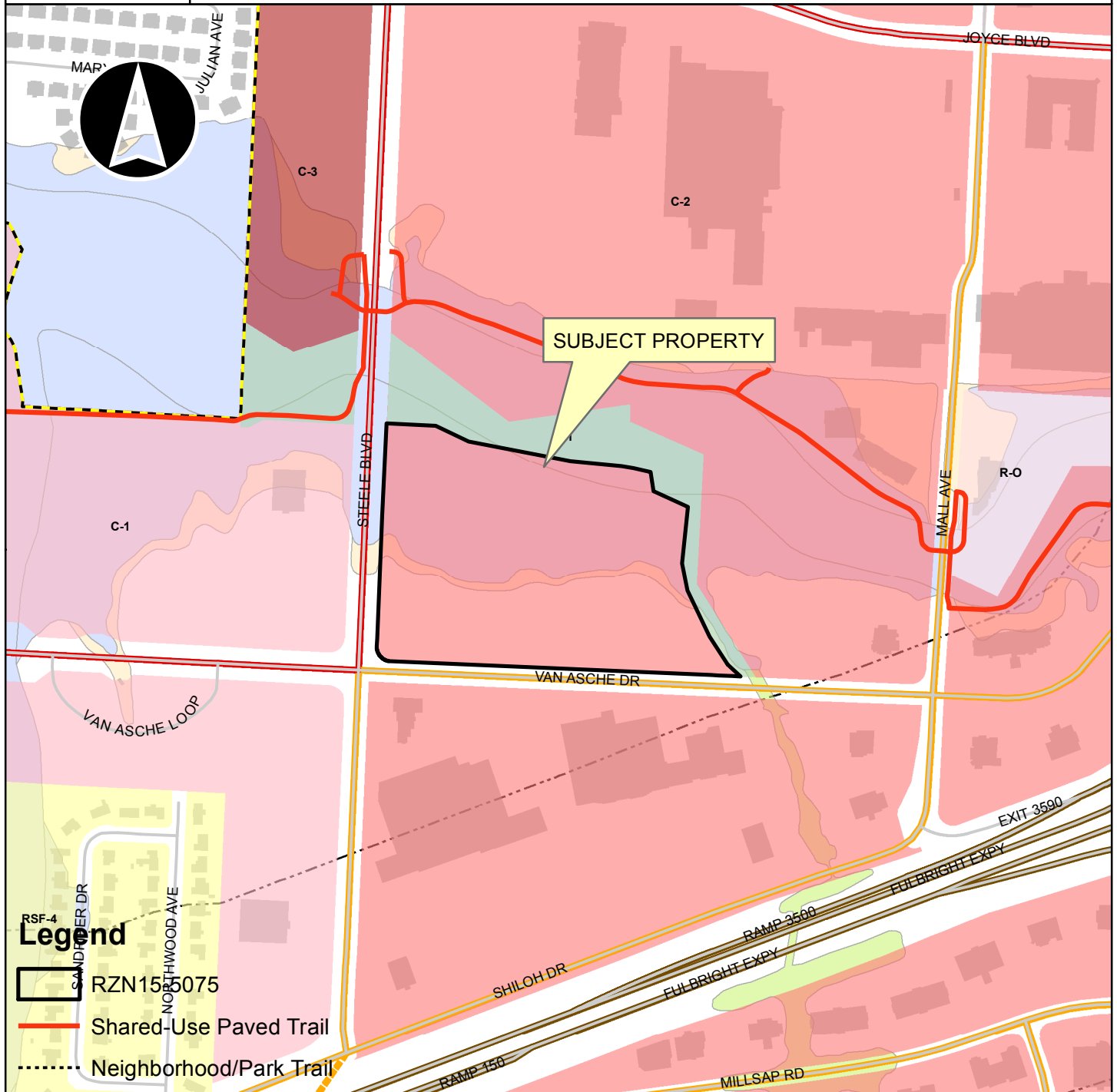
15-5075 EXHIBIT 'A'

Tentative Agenda
Page 379 of 430

RZN15-5075

CMN LOTS 8 & 14

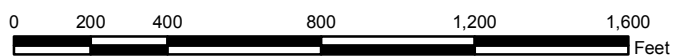
Close Up View



Legend

- RZN15-5075
- Shared-Use Paved Trail
- Neighborhood/Park Trail

- Overview**
- Natural Surface Trail
 - Fayetteville City Limits
 - Footprints 2010
 - Hillside-Hilltop Overlay District
 - Design Overlay District
 - Planning Area



15-5075
EXHIBIT 'B'

Legal Description

Lots 8 and 14 of the CMN Business Park II, Phase I and Phase II, located in the City of Fayetteville, Arkansas, as shown on the final plat on file in the Office of the Circuit Clerk and Ex Officio Recorder of Washington County Arkansas.

Containing approximately 17.70 acres more or less.

City of Fayetteville Staff Review Form

2015-0285

Legistar File ID

7/7/2015

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

Jeremy Pate

6/12/2015

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN 15-5075: Rezone (NE CORNER VAN ASCHE & STEELE BLVDS./CMN LOTS 8 & 14, 173): Submitted by CRAFTON TULL ENGINEERS for property located at the NE CORNER VAN ASCHE & STEELE BLVDS. The property is zoned C-2, THOROUGHFARE COMMERCIAL and contains approximately 17.70 acres. The request is to rezone the property to C-3, CENTRAL COMMERCIAL.

Budget Impact:

Account Number		Fund	
Project Number		Project Title	
Budgeted Item?	NA	Current Budget	\$ -
		Funds Obligated	\$ -
		Current Balance	\$ -
Does item have a cost?	No	Item Cost	
Budget Adjustment Attached?	NA	Budget Adjustment	
		Remaining Budget	\$ -

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Approval Date: _____

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF JULY 7, 2015

TO: Fayetteville City Council

THRU: Andrew Garner, City Planning Director

FROM: Quin Thompson, Current Planner

DATE: June 12, 2015

SUBJECT: **RZN 15-5075: Rezone (NE CORNER VAN ASCHE & STEELE BLVDS./CMN LOTS 8 & 14, 173):** Submitted by CRAFTON TULL ENGINEERS for property located at the NE CORNER VAN ASCHE & STEELE BLVDS. The property is zoned C-2, THOROUGHFARE COMMERCIAL and contains approximately 17.70 acres. The request is to rezone the property to C-3, CENTRAL COMMERCIAL.

RECOMMENDATION:

The Planning Commission and staff recommend approval of an ordinance to rezone the property to C-3, Central Commercial.

BACKGROUND:

The subject property is located at the northeast corner of Steele Boulevard and Van Asche Drive and consists of two parcels containing a total of approximately 17.70 acres within the C-2 zoning district. The request is to rezone the property from C-2, Thoroughfare Commercial to C-3, Central Commercial. The applicant has stated that the rezoning will allow the property to be developed with multi-family dwellings. The C-2 district permits multi-family as an accessory use, limited to 50% of the building square footage.

Land Use Compatibility:

This property is currently undeveloped land in the C-2 zoning district surrounded by commercial property in CMN Business Park. The site is located adjacent to Mud Creek multi-use trail corridor. The requested zoning is similar to the existing zoning and compatible w/ the surrounding commercial and multi-use trail land uses. The proposal would allow Use Unit 26 by right, for the development of large, single use multi-family residential housing projects, which is not allowed in C-2. It also increases the allowable building height from 75 feet to 84 feet. Two potentially objectionable uses allowed under the current zoning, UU-17 which permits automobile sales and repair, and UU-33 which allows adult live entertainment, are not permitted uses in the C-3 zone.

Land Use Plan Analysis:

The Future Land Use Map designates this area as an Urban Center Area. This designation encourages a wide range of density and use and staff finds that the proposed zoning is consistent with the Urban Center designation in that it allows for the introduction of multi-family housing in commercial districts, which allows residents to live, work, and shop within an area that has been almost exclusively auto-oriented commercial development.

DISCUSSION:

On June 8, 2015 the Planning Commission forwarded this item to the City Council with a recommendation for approval by a vote of 6-2-0, with Commissioners Hoskins and Cook voting 'No', discussing a preference for a form-based zoning district such as CS, Community Services.

BUDGET/STAFF IMPACT:

N/A

Attachments:

CC Ordinance

Exhibit A

Exhibit B

Planning Commission Staff Report

PLANNING COMMISSION MEMO

TO: City of Fayetteville Planning Commission

THRU: Andrew Garner, Planning Director

FROM: Quin Thompson, Current Planner

MEETING DATE: ~~June 08, 2015~~ **UPDATED 6-09-2015**

SUBJECT: **RZN 15-5075: Rezone (NE CORNER VAN ASCHE & STEELE BLVDS./CMN LOTS 8 & 14, 173):** Submitted by CRAFTON TULL ENGINEERS for property located at the NE CORNER VAN ASCHE & STEELE BLVDS. The property is zoned C-2, THOROUGHFARE COMMERCIAL and contains approximately 17.70 acres. The request is to rezone the property to C-3, CENTRAL COMMERCIAL.

RECOMMENDATION:

Staff recommends forwarding **RZN 15-5075** to the City Council with a recommendation for approval.

BACKGROUND:

The subject property is located at the northeast corner of Steele Boulevard and Van Asche Drive and consists of two parcels containing a total of approximately 17.70 acres within the C-2 zoning district. Surrounding land use and zoning is depicted on *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction from Site	Land Use	Zoning
North	Commercial/ City Park Area	C-2, Thoroughfare Commercial/P-1, Institutional
South	Commercial Retail/Office	C-2, Thoroughfare Commercial
East	Undeveloped	C-2, Thoroughfare Commercial
West	Office/Undeveloped	C-1, Neighborhood Commercial

Request: The request is to rezone the property from C-2, Thoroughfare Commercial to C-3, Central Commercial. The applicant has stated that the rezoning will allow the property to be developed with multi-family dwellings. The C-2 district permits multi-family as an accessory use, limited to 50% of the building square footage.

Public Comment: Staff has not received public comment.

INFRASTRUCTURE:

Streets: The subject parcel has access to Steele Blvd and Van Asche Blvd. Any required improvements to this street will be determined at time of development.

Water: Public water is available to these lots. An existing 8" main is located along the property frontage of Van Asche, and an additional stubout has been provided on the east side of the site along the frontage of Steel Blvd.

Sewer: Sanitary sewer is available to these lots. Existing 8" sanitary sewer mains are located along the property frontage on Steele Blvd, and also along the eastern side of the site.

Drainage: Any additional improvements or requirements for drainage will be determined at time of development.

Fire: This development will be protected by Engine 4 located at 3385 Plainview. It is 3 miles from the station with an anticipated response time of 4 minutes to the beginning of the development. The Fayetteville Fire Department does not feel this development will affect our calls for service or our response times.

Police: The Police Department did not express any concerns with this request.

CITY PLAN 2030 FUTURE LAND USE PLAN: *City Plan 2030 Future Land Use Plan designates this site as **Urban Center Area**. These areas contain the most intense and dense development patterns within the City, as well as the tallest and greatest variety of buildings. They accommodate rowhouses, apartments, local and regional retail, including large-scale stores, hotels, clean tech industry and entertainment uses. These areas are typified by their location adjacent to major thoroughfares with high visibility, usually automobile-dependent customers and large areas dedicated to parking. Although Urban Center Areas recognize the conventional big-box and strip retail centers developed along major arterials, it is expected that vacant properties will be developed into traditional mixed-use centers, allowing people to live, work and shop in the same areas. Additionally, infill of existing development centers should be strongly encouraged, since there is greater return for properties already served by public infrastructure.*

DISCUSSION:

FINDINGS OF THE STAFF

RECOMMENDATION: Staff recommends that **RZN 15-5075** be forwarded to the City Council with a recommendation for **approval**.

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: This property is currently undeveloped land in the C-2 zoning district. The requested zoning is similar to the existing zoning, however it does allow Use Unit 26 by right, for the development of large, single use multi-family residential housing projects, which is not allowed in C-2. It also increases the allowable building height from 75 feet to 84 feet. Two potentially objectionable uses allowed under the current zoning, UU-17 which permits

PLANNING COMMISSION ACTION:		Required	<u>YES</u>
Date: <u>June 08, 2015</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion: CHESSERT	Second: AUTRY	Vote: 6-2-0, COMMISSIONERS HOSKINS AND COOK VOTED 'NO'	
CITY COUNCIL ACTION:		Required	<u>YES</u>
Date: <u>July 7, 2015</u>	☐ Approved	☐ Denied	

automobile sales and repair, and UU-33 which allows adult live entertainment, are not permitted uses in the C-3 zone.

The Future Land Use Map designates this area as an Urban Center Area. This designation encourages a wide range of density and use and staff finds that the proposed zoning is consistent with the Urban Center designation in that it allows for the introduction of multi-family housing in commercial districts, which allows residents to live, work, and shop within an area that has been almost exclusively auto-oriented commercial development.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: The proposed rezoning is needed in order to develop the property with a multi-family residential project as proposed by the applicant, a development not allowed by right under existing zoning regulations.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: The site access has access to Van Asche Drive and Steele Boulevard, both improved four lane principal streets. The proposed zoning is unlikely to cause an increase in traffic over the existing C-2 zoning. Street improvements will be assessed at the time of development.

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-2 to C-3 would increase the potential intensity and density on the site given that the C-3 zoning has unlimited residential density, an 84-foot height limit, and substantially reduced building setbacks with commercial uses. However, given the existing utility and street infrastructure, and planned intensive use of this area of the City, this increase in intensity and density is not undesirable.

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

BUDGET/STAFF IMPACT:

None

Attachments:

Unified Development Code sections 161.20 & 161.22

Request Letter

Fire Comments

One Mile Map

Close Up Map

Current Land Use Map

Future Land Use Map

UDC Chapter 161: ZONING REGULATIONS

161.20 District C-2, Thoroughfare Commercial

(A) *Purpose.* The Thoroughfare Commercial District is designed especially to encourage the functional grouping of these commercial enterprises catering primarily to highway travelers.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government Facilities
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 18	Gasoline service stations and drive-in/drive through restaurants
Unit 19	Commercial recreation, small sites
Unit 20	Commercial recreation, large sites
Unit 25	Offices, studios, and related services
Unit 33	Adult live entertainment club or bar
Unit 34	Liquor store
Unit 44	Cottage Housing Development

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 21	Warehousing and wholesale
Unit 28	Center for collecting recyclable materials

Unit 29	Dance Halls
Unit 32	Sexually oriented business
Unit 35	Outdoor music establishments
Unit 36	Wireless communications facilities
Unit 38	Mini-storage units
Unit 40	Sidewalk Cafes
Unit 42	Clean technologies
Unit 43	Animal boarding and training

(C) *Density.* None.

(D) *Bulk and area regulations.* None.

(E) *Setback regulations.*

Front	15 ft.
Front, if parking is allowed between the right-of-way and the building	50 ft.
Side	None
Side, when contiguous to a residential district	15 ft.
Rear	20 ft.

(F) *Building height regulations.*

Building Maximum	Height	75 ft.*
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*Any building which exceeds the height of 20 feet shall be set back from a boundary line of any residential district a distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* On any lot, the area occupied by all buildings shall not exceed 60% of the total area of such lot.

(Code 1965, App. A., Art. 5(VI); Ord. No. 1833, 11-1-71; Ord. No. 2351, 6-2-77; Ord. No. 2603, 2-19-80; Ord. No. 1747, 6-29-70; Code 1991, §160.036; Ord. No. 4034, §3, 4, 4-15-97; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4727, 7-19-05; Ord. 4992, 3-06-07; Ord. 5028, 6-19-07; Ord. 5195, 11-6-08; Ord. 5312, 4-20-10; Ord. 5339, 8-3-10; 5353, 9-7-10; Ord. 5462, 12-6-11; Ord. 5592, 6-18-13; Ord. 5664, 2-18-14)

161.22 District C-3, Central Commercial

(A) *Purpose.* The Central Commercial District is designed to accommodate the commercial and related uses commonly found in the central business district, or regional shopping centers which provide a wide range of retail and personal service uses.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 16	Shopping goods
Unit 18	Gasoline service stations & drive-in restaurants
Unit 19	Commercial recreation, small sites
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 34	Liquor stores
Unit 44	Cottage Housing Development

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 17	Transportation trades and services
Unit 28	Center for collecting recyclable materials
Unit 29	Dance Halls
Unit 35	Outdoor music establishments
Unit 36	Wireless communications facilities
Unit 40	Sidewalk Cafes
Unit 42	Clean technologies

(C) *Density.* None.

(D) *Bulk and area regulations.* None

(E) *Setback regulations.*

	Central Business District	Shopping Center
Front	5 ft.	25 ft.
Front, if parking is allowed between the right-of-way and the building	50 ft.	50 ft.
Side	None	None
Side, when contiguous to a residential district	10 ft.	25 ft.
Rear, without easement or alley	15 ft.	25 ft.
Rear, from center line of a public alley	10 ft.	10 ft.

(F) *Building height regulations.*

Building Maximum	Height	56/84 ft.*
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*A building or a portion of a building that is located between 0 and 15 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 56 feet. A building or a portion of a building that is located greater than 15 feet from the master street plan right-of-way line shall have a maximum height of 84 feet.

(Code 1965, App. A., Art. 5(VII); Ord. No. 2351, 6-21-77; Ord. No. 2603, 2-19-80; Ord. No. 1747, 6-29-70; Code 1991, §160.037; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4727, 7-19-05; 4863, 5-02-06; Ord. 5028, 6-19-07; Ord. 5195, 11-6-08; Ord. 5312, 4-20-10; Ord. 5462, 12-6-11; Ord. 5592, 06-18-13)



The City of Fayetteville Fire Department
303 W. Center St. Fayetteville, AR. 72701

Phone (479) 575-8365 Fax (479) 575-0471

To: Crafton Tull Engineers, Quin Thompson
From: Will Beeks, Assistant Fire Marshal
Date: May 12, 2015
Re: RZN 15-5075

This development will be protected by Engine 4 located at 3385 Plainview.
It is 3 miles from the station with an anticipated response time of 4 minutes to the beginning of the development.

The Fayetteville Fire Department does not feel this development will affect our calls for service or our response times.

If you have any questions please feel free to contact me.

Captain Will Beeks
Fayetteville Fire Department

Honor, Commitment, Courage;
Our people make the difference!

Written Description Supporting request from "C-2" to "C-3"

- A. The subject property (the "Property") is a 17.70 acre parcel located at the Northeast corner of the intersection of Van Asche Drive and Steele Boulevard. The Property is part of a previously platted commercial subdivision (CMN Business Park) and is currently zoned "C-2". The owner of the Property, Steele Crossing Investments, LLC, has marketed the property since 2006.
- B. Petitioner seeks the change of zoning from "C-2" to "C-3" to allow for the development of a multi-family apartment community, catering to the City of Fayetteville's executive labor force.
- C. The proposed apartment community will provide customers to the existing retail commercial and entertainment businesses within the region. The apartment residents will have the opportunity to walk to a movie theater, numerous eating establishments and retail stores surrounding the property via sidewalks within the right of way and the cultural bike trail that is easily accessible from the Property. The commercial use is viewed as a great amenity by the proposed apartment residents.
Studies by the Institute of Traffic Engineers indicate that an apartment community generates less than half of the traffic generated by a retail center occupying similar real estate. We expect by placing residential adjacent to retail, and as a result of the walk-ability of the area, many vehicular trips will not occur.
The proposed community will be constructed with building materials complimentary to the existing retail and office buildings in the area. Signage will be complementary as well. The buildings will face Van Asche Drive and Steele Boulevard with attached garages that will load in the rear of the buildings, efficiently hiding parked cars and "seas" of parking which are commonly objected by city officials and local residents.
- D. The Property, by virtue of being part of a previously developed commercial subdivision, is currently served by an 8" sanitary sewer along its frontage on Steele Blvd. and an 8" water line along Van Asche Drive. Gas, electric and entertainment service is also available at along each of the multi-lane streets fronting the Property.
- E. The proposed zoning is consistent with the objective of a community that integrates residential uses with supporting commercial and employment centers.
- F. The proposed zoning is needed in order to permit the construction of a residential community.
- G. Preliminary calculations indicate that an apartment community will result in a reduction in trip generation of approximately 40% as compared to a retail center occupying the same real estate. The proposed residential community is expected to generate property taxes which will offset its impact on the school system. Water and sewer facilities are properly sized, and have current capacity to serve the Property.
- H. The Property has been marketed for retail use for nearly a decade, with no results. Due to the unique topography of the Property, the aesthetic value of Mud Creek along its

northern boundary, and the trail and sidewalk system in place, the Property is very much suited for a residential community.

RZN15-5075

CMN LOTS 8 & 14

Current Land Use



Overview Neighborhood/Park Trail

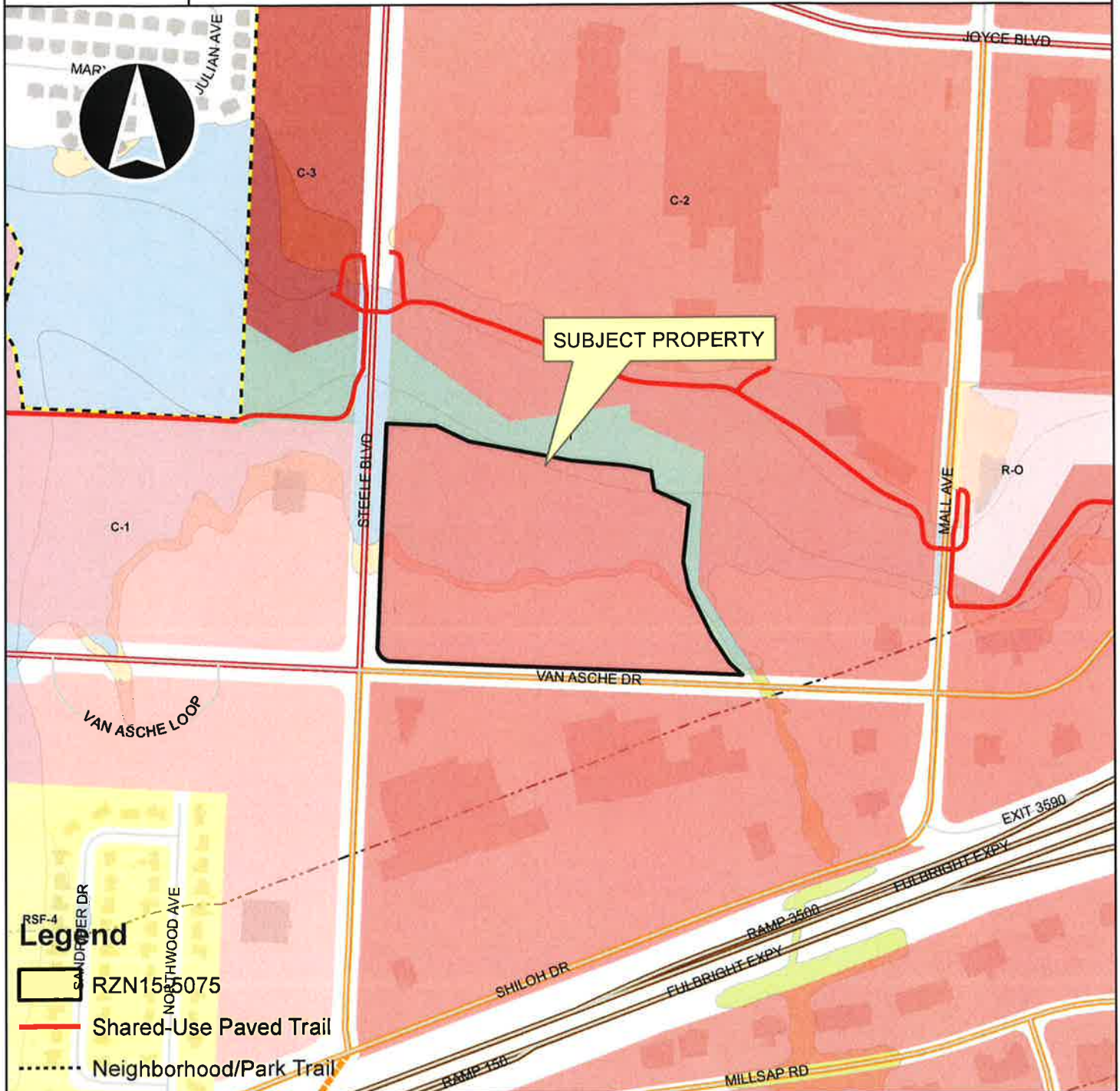
- Natural Surface Trail
- Fayetteville City Limits
- Hillside-Hilltop Overlay District
- Design Overlay District
- Planning Area



RZN15-5075

CMN LOTS 8 & 14

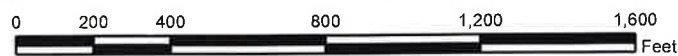
Close Up View



Legend

- RZN15-5075
- Shared-Use Paved Trail
- Neighborhood/Park Trail

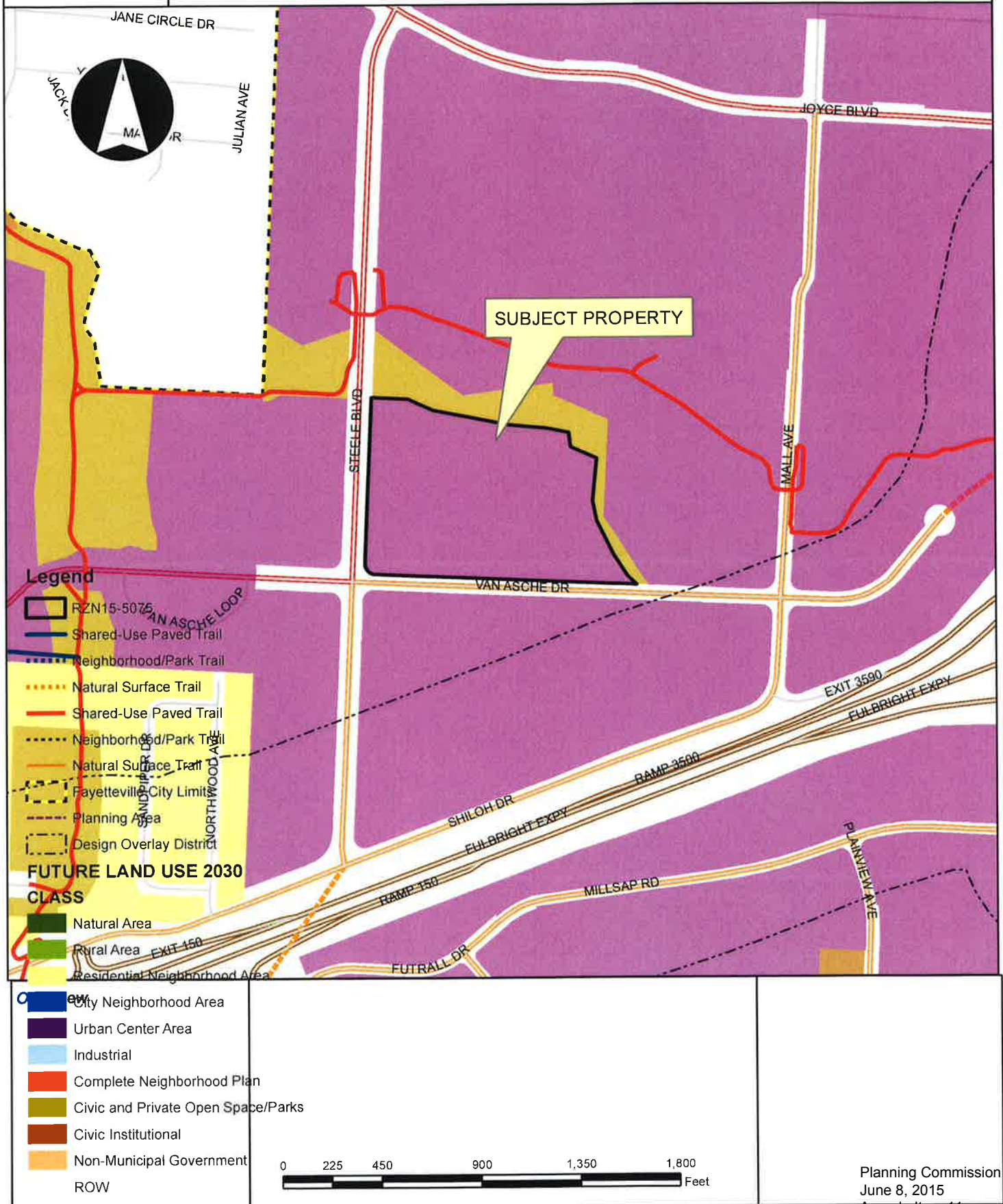
- Overview**
- Fayetteville City Limits
 - Footprints 2010
 - Hillside-Hilltop Overlay District
 - Design Overlay District
 - Planning Area



RZN15-5075

CMN LOTS 8 & 14

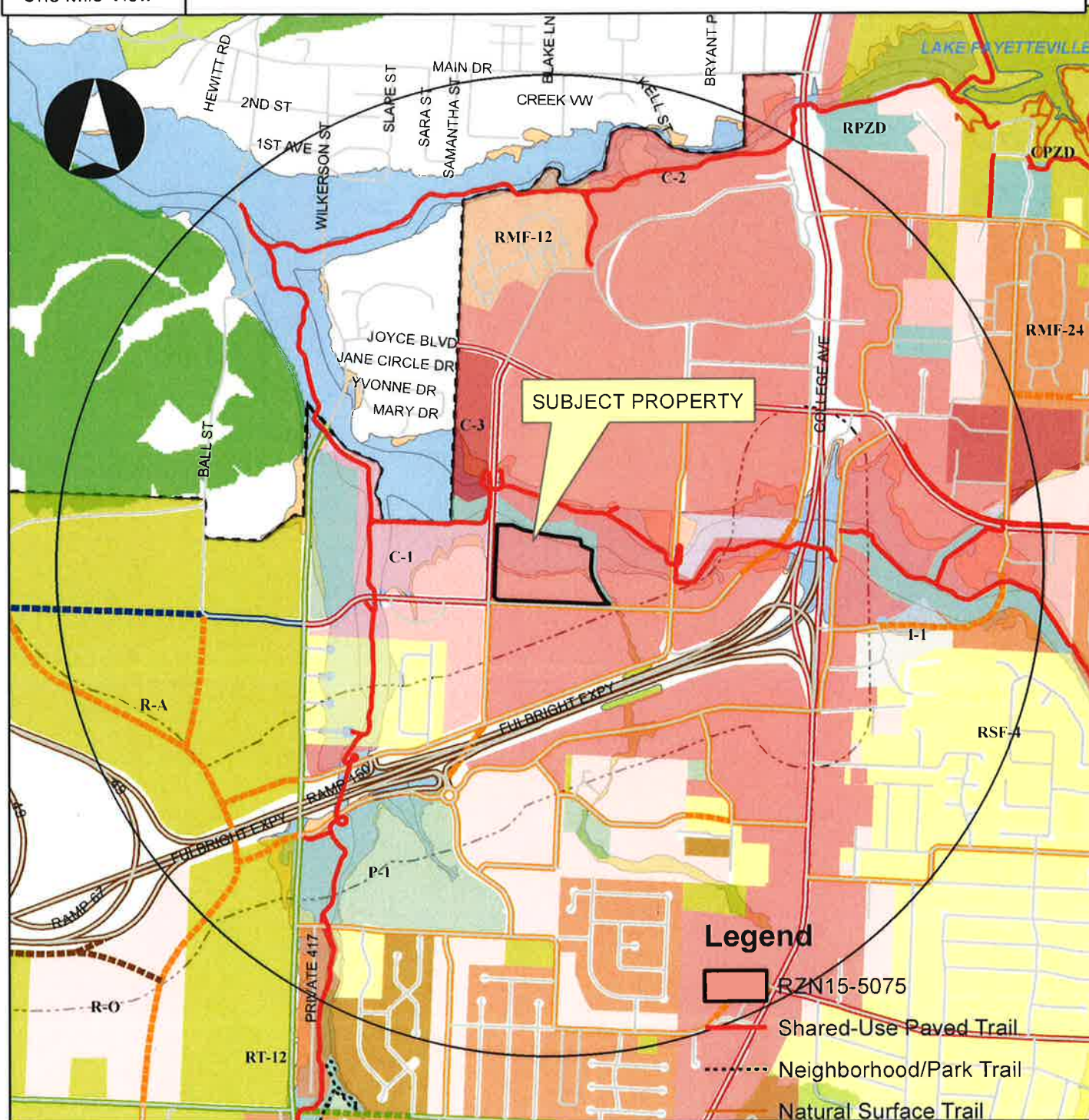
Future Land Use



RZN15-5075

One Mile View

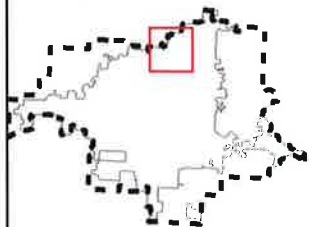
CMN LOTS 8 & 14



Legend

- RZN15-5075
- Shared-Use Paved Trail
- Neighborhood/Park Trail
- Natural Surface Trail

Overview



Legend

Subject Property

Boundary

0 0.25 0.5

Miles

- Hillside-Hilltop Overlay District
- Design Overlay District
- Planning Area
- Fayetteville

1



City of Fayetteville, Arkansas

Tentative Agenda
113 West Mountain Road
Fayetteville, AR 72701
(479) 575-8323
Page 39 of 430

Text File

File Number: 2015-0288

Agenda Date: 7/7/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 3

VAC 15-5089 (3215 NORTH HILLS BLVD.)

AN ORDINANCE TO APPROVE VAC 15-5089 SUBMITTED BY USI ENGINEERS FOR PROPERTY LOCATED AT 3215 NORTH HILLS BOULEVARD TO VACATE A PORTION OF AN EXISTING UTILITY EASEMENT

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 portion of the utility easement is not required for corporate purposes.

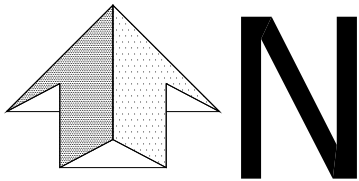
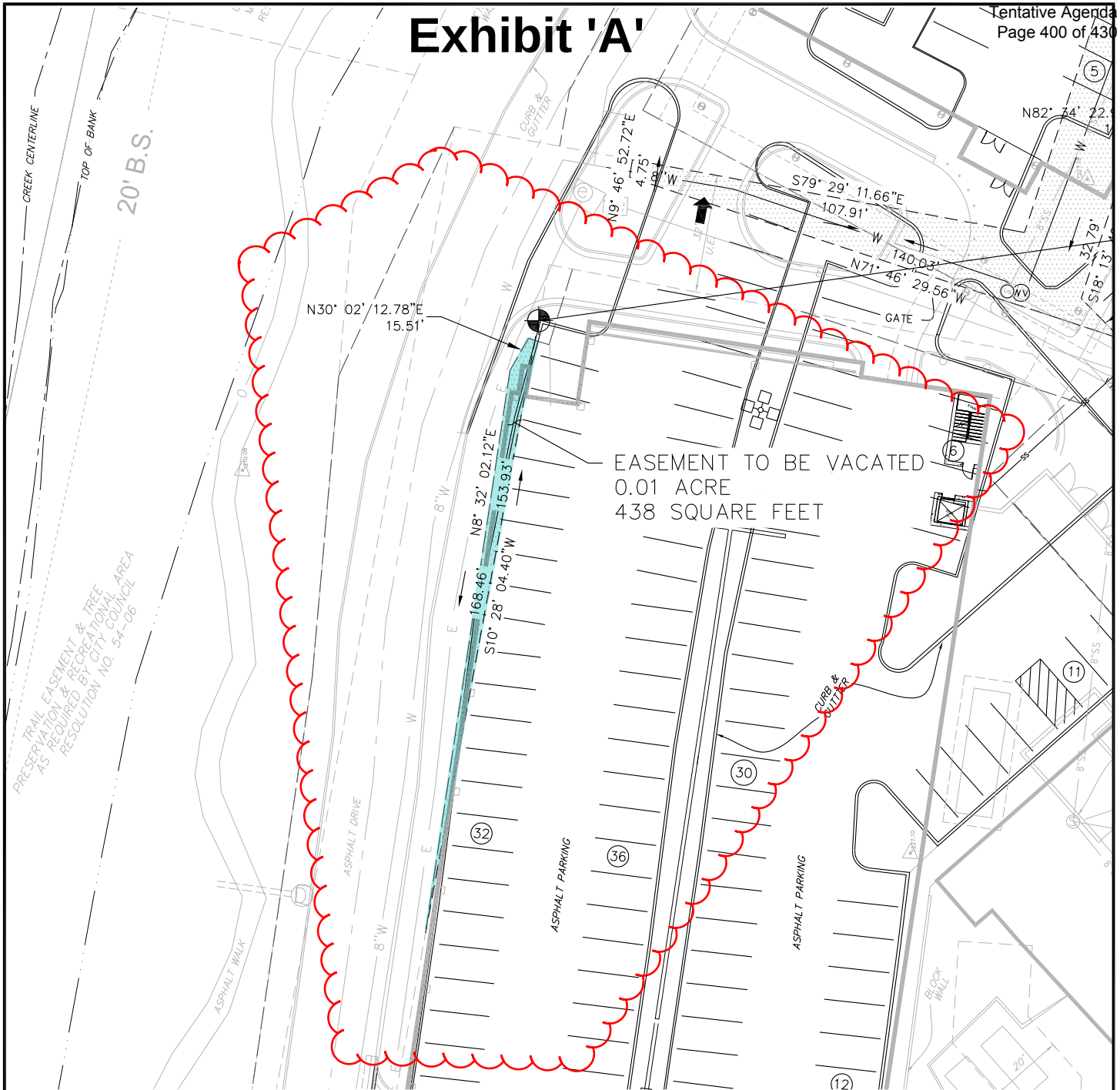
NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby vacates and abandons the following utility easements described in Exhibit "B" attached hereto and made a part thereof.

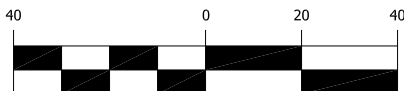
Section 2: That a copy of this Ordinance duly certified by the City Clerk along with the map attached and labeled Exhibit "A" shall be filed in the office of the Recorder of the County and recorded in the Deed Records of the County.

Section 3: That this vacation approval is subject to the following conditions of approval:

1. Any damage or relocation of existing facilities and associated new easement dedication shall be at the owner/developer's expense.



GRAPHIC SCALE



(IN FEET)
1 INCH = 40 FEET

EASEMENT DRAWING ONLY - NOT A SURVEY PLAT

USI Consulting Engineers
Springdale, Arkansas
©2013 USI Consulting Engineers

WASHINGTON REGIONAL MEDICAL CENTER

Washington County

Arkansas

PARCEL NUMBER	DRAWN	CKD	SHEET
765-15736-106	FF	CRN	1

15-5089
EXHIBIT 'B'

PART OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 27, AND PART OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 34 OF TOWNSHIP 17 NORTH, RANGE 30 WEST, CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST CORNER OF SECTION 27, S82°02' 02.21" W 917.38-FEET TO THE POINT OF BEGINNING, THENCE THE FOLLOWING TRACT:

S100°28'04.40"W 168.46-FEET; THENCE N08°32'02.12"E 153.93-FEET; THENCE N30°02' 12.78"E 15.51- FEET TO THE POINT OF BEGINNING, CONTAINING 438 SQUARE FEET OR 0.01 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

City of Fayetteville Staff Review Form

2015-0288

Legistar File ID

7/7/2015

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

Jeremy Pate

6/12/2015

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

VAC 15-5089: Vacation (3215 NORTH HILLS BLVD., 250): Submitted by USI ENGINEERS for property located at 3215 NORTH HILLS BLVD. The property is zoned P-1, INSTITUTIONAL and contains approximately 20.28 acres. The request is to vacate a portion of a utility easement.

Budget Impact:

Account Number		Fund	
Project Number		Project Title	
Budgeted Item?	NA	Current Budget	\$ -
		Funds Obligated	\$ -
		Current Balance	\$ -
Does item have a cost?	No	Item Cost	
Budget Adjustment Attached?	NA	Budget Adjustment	
		Remaining Budget	\$ -

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Approval Date: _____

Comments:

MEETING OF JULY 7, 2015

TO: Fayetteville City Council

FROM: Andrew Garner, City Planning Director

DATE: June 12, 2015

SUBJECT: **VAC 15-5089: Vacation (3215 NORTH HILLS BLVD., 250):** Submitted by USI ENGINEERS for property located at 3215 NORTH HILLS BLVD. The property is zoned P-1, INSTITUTIONAL and contains approximately 20.28 acres. The request is to vacate a portion of a utility easement.

RECOMMENDATION:

Staff and the Planning Commission recommend approval of an ordinance to vacate a portion of a utility easement.

BACKGROUND:

This site is located in the southwest portion of the Washington Regional Medical Clinic (WRMC) campus which contains 61.45 acres and is zoned P-1, Institutional. On January 29, 2015 the Fayetteville Subdivision Committee approved a large scale development on this portion of the site for a 104,895 square foot women's medical clinic and parking garage (LSD 14-4893). On May 17, 2015 the City Council adopted Ordinance No. 5757 to vacate a portion of a utility under the proposed building site. During preparation of construction plans the applicant discovered that an additional portion of the same easement area needs to be vacated under the proposed building area. The applicant has submitted the required vacation forms to the City utility departments and applicable franchise utilities with no objections to vacating this portion of the easement.

DISCUSSION:

On June 8, 2015 the Planning Commission forwarded this item to the City Council with a recommendation for approval by a vote of 8-0-0 on the consent agenda.

BUDGET/STAFF IMPACT:

N/A

Attachments:

- CC Ordinance
- Exhibit A
- Exhibit B
- Planning Commission Staff Report

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

FROM: Andrew Garner, City Planning Director

MEETING DATE: June 8, 2015 *Updated with Planning Commission results*

SUBJECT: **VAC 15-5089: Vacation (3215 NORTH HILLS BLVD., 250):** Submitted by USI ENGINEERS for property located at 3215 NORTH HILLS BLVD. The property is zoned P-1, INSTITUTIONAL and contains approximately 20.28 acres. The request is to vacate a portion of a utility easement.

RECOMMENDATION:

Staff recommends forwarding **VAC 15-5089** to the City Council with a recommendation for approval.

BACKGROUND:

Property and background: This site is located in the southwest portion of the Washington Regional Medical Clinic (WRMC) campus which contains 61.45 acres and is zoned P-1, Institutional. On January 29, 2015 the Fayetteville Subdivision Committee approved a large scale development on this portion of the site for a 104,895 square foot women's medical clinic and parking garage (LSD 14-4893). On May 17, 2015 the City Council adopted Ordinance No. 5757 to vacate a portion of a utility under the proposed building site. During preparation of construction plans the applicant discovered that an additional portion of the same easement area needs to be vacated under the proposed building area. The surrounding zoning and land use is listed in *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Fulbright Expressway	Not applicable
South	Single family dwellings; office	RSF-4; RT-12; R-O
West	Scull Creek Trail; WRMC parking lots on Gregg Ave.	P-1
East	Medical office	R-O

Proposal: The applicant requests vacation a portion of a utility easement, as shown on the attached plans in order to develop the proposed women's clinic addition to the hospital.

DISCUSSION:

Vacation Approval: The applicant has submitted the required vacation forms to the City utility departments and applicable franchise utilities, with the following responses:

UTILITIES

Cox Communications

RESPONSE

No objections

AEP/SWEPCO

No objections

Source Gas

No objections

AT&T

No objections

Ozarks Electric

To be provided

CITY OF FAYETTEVILLE

RESPONSE

Water/Sewer

No objections

Trash & Recycling

Not applicable

Transportation

Not applicable

Public Comment:

No public comment has been received.

Recommendation:

Staff recommends forwarding **VAC 15-5089** to the City Council with a recommendation for approval subject to the following conditions:

Conditions of Approval:

1. Any relocation or damage to utilities and associated new easement dedication shall be at the owner/developer's expense.

PLANNING COMMISSION ACTION

☒ Forwarded ☐ Denied ☐ Tabled

Date: June 8, 2015

Motion: Cook

Second: Selby

Vote: 8-0-0

Notes: On consent agenda

BUDGET/STAFF IMPACT:

None

Attachments:

- Petition to Vacate
- Utility Approvals
- Easement Vacation Exhibit
- One Mile Map

PETITION TO VACATE AN EASEMENT LOCATED AT 3215 NORTH HILLS DRIVE, 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 3215 North Hills Drive, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate an easement which is described as follows:

VARIABLE WIDTH UTILITY EASEMENT : FILE NO 0023-00000250

PART OF THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 27, AND PART OF THE NORTHEAST QUARTER (NE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 34 OF TOWNSHIP 17 NORTH, RANGE 30 WEST, CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST CORNER OF SECTION 27, S82°02'02.21"W 917.38-FEET TO THE POINT OF BEGINNING, THENCE THE FOLLOWING TRACT:

S10°28'04.40"W 168.46-FEET; THENCE N08°32'02.12"E 153.93-FEET; THENCE N30°02'12.78"E 15.51- FEET TO THE POINT OF BEGINNING, CONTAINING 438 SQUARE FEET OR 0.01 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

That the abutting real estate affected by said abandonment of the alley are at 3215 North Hills Drive. City of Fayetteville used by the public for a period of many years, and that the public interest and welfare would not be adversely affected by the abandonment of the portion of the above described easement.

The petitioners pray that the City of Fayetteville, 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 their respective benefit and purpose as now approved by law.

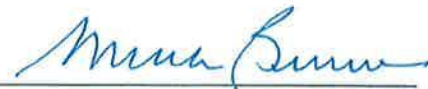
The petitioners further pray that the above described real estate be vested in the abutting property owners as provided by law.

WHEREFORE, the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject to said utility and sewer easements, and that title to said real estate sought to be abandoned be vested in the abutting property owners as provided by law, and as to that particular land the owners be free from the easements of the public for the use of said alley.

Dated this 30th day of April, 2015.

MARK BEVER

Printed Name



Signature

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: May 1, 2015

UTILITY COMPANY: AT&T

APPLICANT NAME: USI Consulting Engineers, Inc. APPLICANT PHONE: 479-872-7115

REQUESTED VACATION (*applicant must check all that apply*):

- ☒ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address (referring to attached document- must be completed**)

** 3512 North Hills Drive, Fayetteville, AR 72703

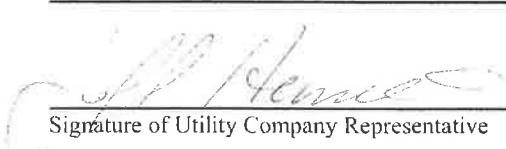
(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- ☐ No objections to the vacation(s) described above.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

☒ No objections provided the following conditions are met:

If any AT&T facilities are required to be relocated or are damaged will be the
responsibility of the property owner/ Developer



Signature of Utility Company Representative

MGR OSP PIng \$ Engrg Design

Title

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: May 1, 2015

UTILITY COMPANY: City of Fayetteville - Water and Sewer

APPLICANT NAME: USI Consulting Engineers, Inc. APPLICANT PHONE: 479-872-7115

REQUESTED VACATION (*applicant must check all that apply*):

- ☒ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address (referring to attached document- must be completed**)

** 3512 North Hills Drive, Fayetteville, AR 72703

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- ☐ No objections to the vacation(s) described above.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

☒ No objections provided the following conditions are met:

ENSURE THAT ALL WATER & SEWER UTILITIES ARE
CONTAINED WITHIN AN EASEMENT



Signature of Utility Company Representative

DIR OF UTILITY SERVICES

Title

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: May 1, 2015

UTILITY COMPANY: Cox Communications

APPLICANT NAME: USI Consulting Engineers, Inc. APPLICANT PHONE: 479-872-7115
REQUESTED VACATION (*applicant must check all that apply*):

☒ Utility Easement

☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.

☐ Alley

☐ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address (referring to attached document- must be completed**)

** 3512 North Hills Drive, Fayetteville, AR 72703

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

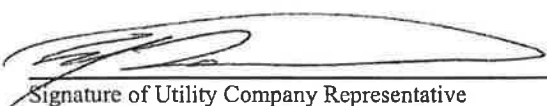
UTILITY COMPANY COMMENTS:

☐ No objections to the vacation(s) described above.

☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

☒ No objections provided the following conditions are met:

Any damage to or relocation of our existing facilities will be at the owners/developers expense.


Signature of Utility Company Representative

CONSTRUCTION MANAGER
Title

UTILITY APPROVAL FORM
FOR RIGHT-OF-WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: May 1, 2015

UTILITY COMPANY: Ozark Electric

APPLICANT NAME: USI Consulting Engineers, Inc. APPLICANT PHONE: 479-872-7115

REQUESTED VACATION (*applicant must check all that apply*):

- ☒ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.
- ☐ Alley
- ☐ Street right-of-way

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General location / Address (referring to attached document- must be completed**)

** 3512 North Hills Drive, Fayetteville, AR 72703

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

- ☐ No objections provided the following conditions are met:

Mike Rhinps
Signature of Utility Company Representative

System Staking Tech
Title

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: May 1, 2015

UTILITY COMPANY: Source Gas

APPLICANT NAME: USI Consulting Engineers, Inc. APPLICANT PHONE: 479-872-7115

REQUESTED VACATION (*applicant must check all that apply*):

☒ Utility Easement

Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.

☐ Alley

☐ Street right-of-way

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General location / Address (referring to attached document- must be completed**)

** 3512 North Hills Drive, Fayetteville, AR 72703

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

☒ No objections to the vacation(s) described above.

No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

No objections provided the following conditions are met:

Brian A. O'Neil
Signature of Utility Company Representative

Supervisor - Division Operations
Title

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: May 1, 2015

UTILITY COMPANY: AEP/SWEPCO

APPLICANT NAME: USI Consulting Engineers, Inc. APPLICANT PHONE: 479-872-7115
REQUESTED VACATION (*applicant must check all that apply*):

☒ Utility Easement

☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.

☐ Alley

☐ Street right-of-way

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(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

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(State the location, dimensions, and purpose below.)

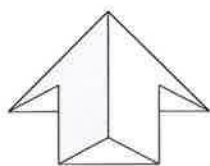
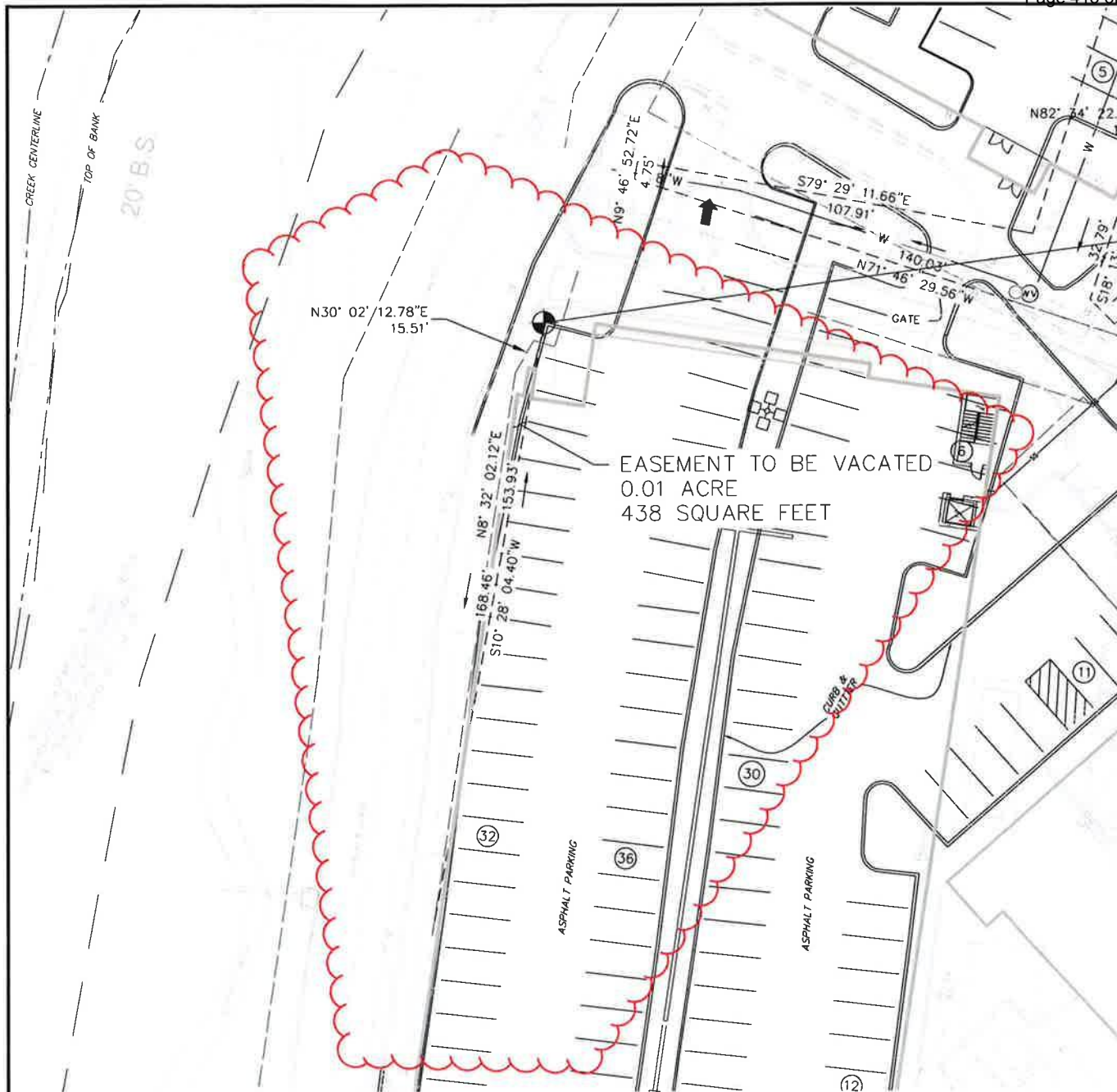


No objections provided the following conditions are met:

Electrical Contractor to install two new 6" PVC conduits in new utility
easement to replace old feeds to hospital

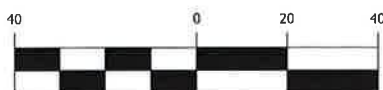
John Bay
Signature of Utility Company Representative

Dist. Engineer
Title



N

GRAPHIC SCALE



(IN FEET)
1 INCH = 40 FEET

EASEMENT DRAWING ONLY - NOT A SURVEY PLAT



Springdale, Arkansas
©2013 USI Consulting Engineers

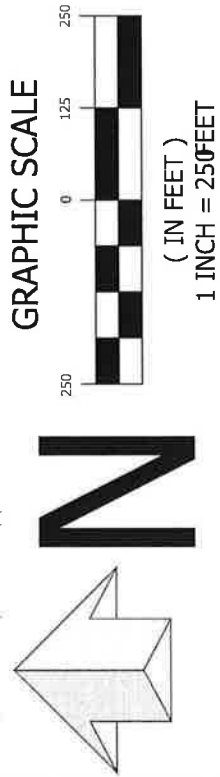
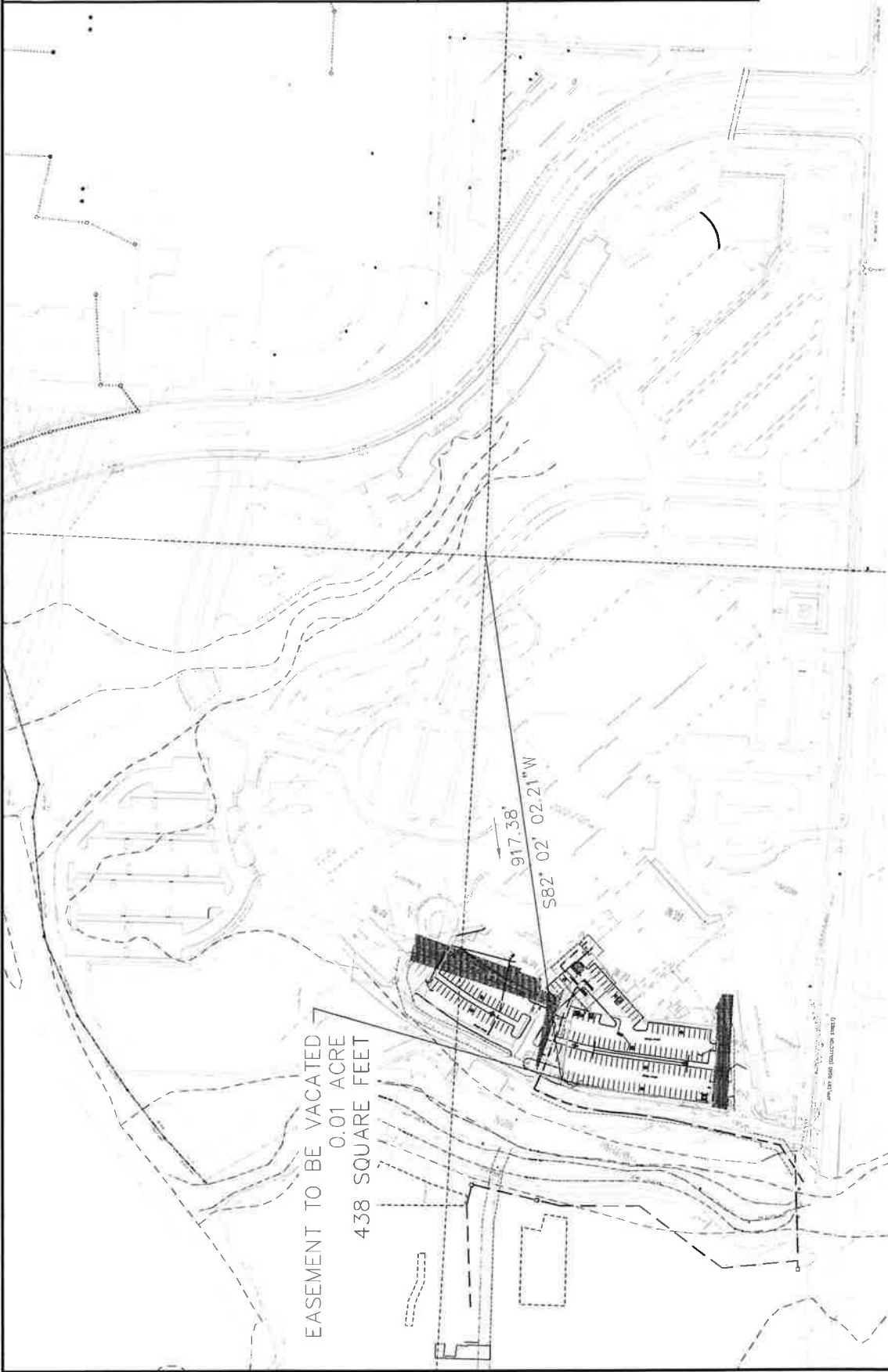
WASHINGTON REGIONAL MEDICAL CENTER

Washington County

Arkansas

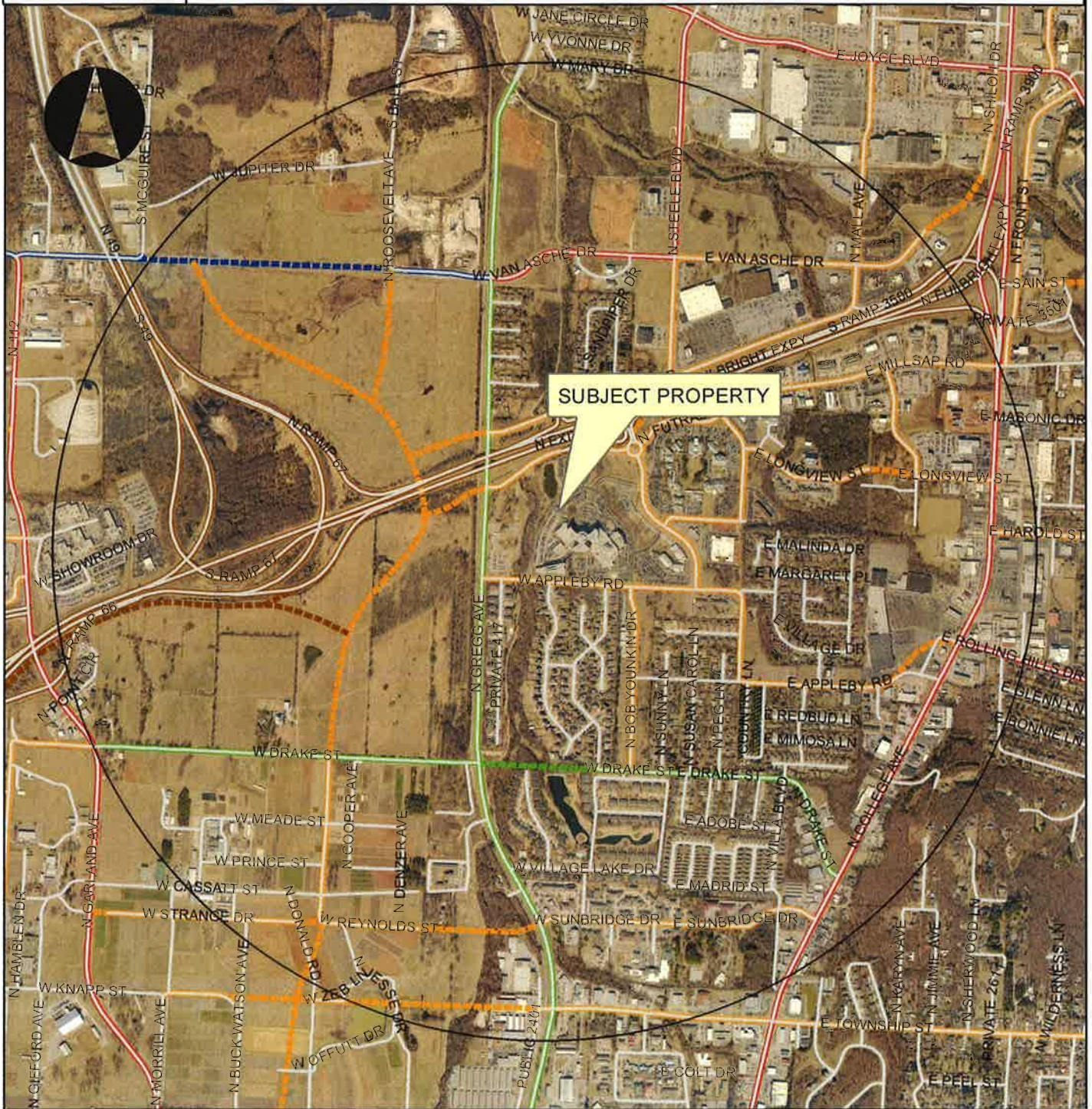
PARCEL NUMBER	DRAWN	CKD	SHEET
765-15736-106	FF	CRN	1/2

EASEMENT DRAWING ONLY - NOT A SURVEY PLAT			
USI Consulting Engineers Springdale, Arkansas © 2013 USI Consulting Engineers			
Washington County Arkansas		PARCEL NUMBER	765-15736-106
CKD	DRAWN	FF	CRN
SHEET	1	3	



WRMC WOMEN'S CLINIC

One Mile View



Overview



Legend

Boundary





City of Fayetteville, Arkansas

Tentative Agenda
113 West Mountain Road
Fayetteville, AR 72701
(479) 575-8323
Page 16 of 430

Text File

File Number: 2015-0256

Agenda Date: 7/7/2015

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Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 4

AMEND CHAPTER 92 ANIMALS

AN ORDINANCE TO AMEND CHAPTER 92 ANIMALS OF THE FAYETTEVILLE CITY CODE TO PROVIDE PROTECTION FOR ANIMALS FROM BEING CONFINED IN ENCLOSED VEHICLES IN EXTREME TEMPERATURES, TO PROHIBIT DECEPTIVE ACTS AND MISREPRESENTATIONS REGARDING THE ORIGIN OF ANIMALS TURNED INTO THE FAYETTEVILLE ANIMAL SHELTER, AND TO MAKE OTHER TECHNICAL REVISIONS

WHEREAS, the City should protect animals confined in vehicles during periods of extreme temperatures; and

WHEREAS, the Fayetteville Animal Shelter staff have experienced a large number of people attempting to turn in animals to the shelter who are not Fayetteville residents or who found the animal outside of the Fayetteville city limits, which creates an undue burden on shelter resources and makes reunification much more difficult; and

WHEREAS, additional revisions to this section to clarify procedures regarding microchipping, redemption of animals, spaying and neutering, and penalties for violations of this section will provide clarity to staff and Fayetteville residents and also improve the efficiency of the Animal Services program.

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 enacts § 92.02(G) of the Fayetteville City Code as follows:

92.02(G) No person shall:

- (1) Confine an animal in an unattended, enclosed vehicle where the outside temperature is 70 degrees Fahrenheit or greater and the interior of the vehicle is not provided with conditioned air or adequate ventilation to maintain an internal temperature of 100 degrees Fahrenheit or less.
- (2) Confine an animal in an unattended vehicle where the outside temperature is 30 degrees Fahrenheit or less and the interior of the vehicle is not provided with heated air to maintain an internal temperature of at least 30 degrees Fahrenheit.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby enacts § 92.42 of the Fayetteville City Code as follows:

92.42. Deceptive acts and misrepresentations prohibited.

- (a) No person shall obtain possession or custody of any domestic animal for or on behalf of the owner thereof for the purpose of avoiding payment of fees or penalties imposed upon the owner by this chapter.
- (b) No person shall intentionally misrepresent his or her residency to the personnel of the Fayetteville Animal Shelter.
- (c) No person shall intentionally make any misrepresentation regarding the origin of an animal being presented to the Fayetteville Animal Shelter.

Section 3. That the City Council for the City of Fayetteville, Arkansas hereby amends § 92.23(B), § 92.24(A), § 92.24(D), and § 92.99(A) as shown in Exhibit “A” attached hereto and made a part hereof.

EXHIBIT A

§ 92.23(B) Whenever any animal in the animal shelter has been microchipped, it shall be the duty of the animal control officer to notify the owner or the person to whom the microchip is registered, if such person or owner can be found, that the animal has been taken up and placed in the animal shelter and will be destroyed or placed for adoption within 7 days unless the fee hereinafter prescribed is paid. If the owner or person to whom the microchip is registered cannot be found, the animal control officer shall, by registered mail sent to said person's last known address, notify said person that the animal has been impounded at the animal shelter, and will be destroyed or placed for adoption within 7 days if the fee hereinafter prescribed is not paid. For the purpose of this section, the first day of taking up shall be counted as the first day of the impoundment period provided herein.

§ 92.24(A) After the expiration of seven (7) days impoundment in the case of a microchipped animal, or the expiration of five (5) days impoundment in the case of a non-microchipped animal, said animal shall become the property of the City, and the City shall be empowered to place for adoption or to destroy and dispose of said animal as provided for in §92.23 (B) above. The animal control officer is hereby authorized to place for adoption or to destroy such animal and dispose of the carcass. For the purpose of this section, the day of taking up shall be counted as the first day of the impoundment.

§ 92.24(D) Pursuant to Ark. Code Ann. § 20-19-103, no unclaimed dog or cat shall be released for adoption without being sterilized, or without a written agreement from the adopter guaranteeing that such animal will be sterilized, and after the adoption fee has been paid. An adopter who fails to comply with the sterilization provision of the agreement shall be guilty of a misdemeanor.

§ 92.99 (A) Whenever in this chapter an act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in such chapter the doing of an act is required or the failure to do any act is declared to be unlawful, and no specific penalty is provided therefor, the violation of any such provision of this chapter shall be punished by a fine of not more than \$500.00 or double that sum for each repetition of such offense, or violation; provided, no penalty shall be greater or less than the penalty provided for the same or a similar offense under the laws of the state but in no case shall any penalty be less than \$50.00. If the violation of the chapter is, in its nature, continuous in respect to time, the penalty for allowing the continuation thereof shall not exceed \$250.00 for each day that the same is unlawfully continued.

City of Fayetteville Staff Review Form

2015-0256

Legistar File ID

6/16/2015

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

Justine Lentz

5/15/2015

Animal Services /
Development Services Department
Division / Department

Submitted By

Submitted Date

Action Recommendation:

(1) Approval of proposed changes to Chapter 92: Animals, see attached detail. (2) Approval of two new sections; "92.02 (G)" which sets limits for leaving pets unattended in vehicles and, "92.42 Deceptive acts and misrepresentations prohibited."

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Current Budget

\$ -

Funds Obligated

\$ -

Current Balance

\$ -

Does item have a cost? NA

Item Cost

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget

\$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF JUNE 16, 2015

TO: Mayor and City Council

THRU: Yolanda Fields, Director of Community Resources
Jeremy Pate, Director of Development Services

FROM: Justine Lentz, Animal Services Superintendent

DATE: 5/15/15

SUBJECT: Approval of revisions and two additions to Chapter 92: Animals

RECOMMENDATION:

Staff recommends approval of revisions to Chapter 92: Animals and the addition of two new sections 92.02 (G) which sets limits for leaving pets unattended in vehicles and, "92.42 Deceptive acts and misrepresentations prohibited."

BACKGROUND:

Staff reviewed Chapter 92: Animals and identified four areas where amendments would make the ordinances clearer and/or better improve the efficiency of the Animal Services program.

DISCUSSION:

The first section we are proposing to amend is 92.23(B) which concerns the impounding of dogs or cats that are found running at large. Most of the changes are to update language that was previously missed when we eliminated city tags and approved mandatory microchipping in 2011. The only substantive change would be to lower the holding period for microchipped pets from 10 days to 7 days. This change would allow us to move animals through our shelter more quickly, not leaving them in limbo, while still allowing the owners ample time to come and reclaim their pet(s). The shelter is open six days a week and our animal control officers work seven days a week.

The second proposed amendment is to section 92.24(A) Redemption of Animals. This change is just to make sure the language regarding the holding period reflects the change from 10 days to 7 days for microchipped animals.

The third proposed amendment involves striking a portion of language about issuing vouchers for spay/neuter services in 92.24(D) Redemption of Animals. This is not a practice the shelter has had for at least ten years, since we have our own Veterinarian on staff.

The final proposed amendment is to 92.99 (A) Penalty which would add language to specify a minimum penalty of \$50, where now there is no minimum. There is a limit of \$500 per violation built into the ordinance already, with the possibility of double that amount for repeat violations.

There are two new proposed sections. The first is an addition to the existing 92.02 Animal Care section which would add subsection (G) to add a specific prohibition against confining an animal in an enclosed vehicle where the outside temperature is 70 degrees or greater and the interior of the vehicle is not provided with conditioned air or adequate ventilation to maintain an internal temperature of 100 degrees or less. There is also a correlating section to prevent leaving animals in the same situation in cold weather with the limits being an outside temperature of 30 degrees and the internal vehicle temperature would need to be maintained at more than 30 degrees. The temperature guidelines were arrived at after careful research and consideration as well as consultation with colleagues, by the staff veterinarian, Dr. Henley.

While humans cool themselves by way of sweating and evaporation, dogs and other animals have a much more difficult time staying cool and this leaves them much more susceptible to heatstroke. A study published in *Pediatrics* in 2005 showed that regardless of outside air temperatures (measured 72 to 96°F), temperatures inside a car increased an average of 40°F within an hour with 80% of the temperature rise occurring during the first 30 minutes. For outside temperatures from 74°F and higher, it took less than 30 minutes for temperatures to rise above 110°F – temperatures that are deadly to animals and children. Many people think that parking in the shade, cracking the windows, or running the air conditioner from home to the store will keep their pets safe from the heat. However, this study also demonstrated that this did not impact the rate at which the temperature increased inside a vehicle.

Beyond the damage to the animals left in vehicles, these complaints are almost always accompanied by a very upset complainant who, in turn, can become very combative when told that there is no specific provision against this activity. Often they threaten to take matters into their own hands by breaking and entering the vehicle to remove the pet(s).

Currently our policy is to dispatch an animal control officer to do a conditions check on the animal; this is considered an emergency (priority one) call. They will observe the pet to see if there are any signs of possible heatstroke (excessive panting and/or drooling, trouble breathing, disorientation, loss of consciousness, seizure or darkening of the tongue) if they see such signs and are able to remove the animal they will. Otherwise, they call dispatch for an emergency police assist. If no visible signs of heatstroke are present, the officer will take an internal reading of the temperature inside the vehicle. If the temperature is over 103 degrees, it is considered too hot, and a police officer will be requested to assist in removing the animal. In the meantime, our animal control officer makes every effort to locate the owner and make contact.

Lastly, we are proposing to add a new section entitled "Deceptive acts and misrepresentations prohibited." This is based off of an ordinance that the city of Lowell passed last year to good effect. Essentially the new section would provide that it would be a misdemeanor to intentionally misrepresent to shelter staff your residency or the origin of animal that a person is trying to turn into the shelter. We are having a high number of people who bring animals to our city shelter that do not live in city limits or they found the animal far outside city limits and they lie to get staff to accept the pet and then later, through investigation mainly through social media or Craigslist, we find out that the animal was from another municipality or even state. This not only creates an undue burden on our resources, it also practically eliminates the chances of that pet being reunited with their owners. The new section would also provide against someone obtaining custody of a pet for someone else specifically to avoid that true owner having to pay fees or penalties.

References: Pediatrics Vol. 116 No. 1 July 1, 2005 pp. e109 -e112

BUDGET/STAFF IMPACT:

n/a

Attachments:

Proposed revisions and additions to Chapter 92: Animals

New 92.02(G) No person shall:

- (1) Confine an animal in an unattended, enclosed vehicle where the outside temperature is 70 degrees Fahrenheit or greater and the interior of the vehicle is not provided with conditioned air to maintain an internal temperature of 80 degrees Fahrenheit or less.
- (2) Confine an animal in an unattended vehicle where the outside temperature is 30 degrees Fahrenheit or less and the interior of the vehicle is not provided with heated air to maintain an internal temperature of more than 30 degrees Fahrenheit.

Amend 92.23(B) Whenever any animal in the animal shelter ~~bears a city tag~~ has been microchipped, it shall be the duty of the animal control officer to notify the owner or the person to whom the tag was issued, if such person or owner can be found, that the animal has been taken up and placed in the animal shelter and will be destroyed or placed for adoption within ~~10~~ 7 days unless the fee hereinafter prescribed is paid. If the owner or person to whom the ~~tag was issued~~ microchip is registered cannot be found, the animal control officer shall, by registered mail sent to said person's last known address, notify said person that the animal has been impounded at the animal shelter, and will be destroyed or placed for adoption within ~~10~~ 7 days if the fee hereinafter prescribed is not paid. For the purpose of this section, the first day of taking up shall be counted as the first day of the impoundment period provided herein.

Amend 92.24(A) After the expiration of ~~ten~~ seven (~~10~~ 7) days impoundment in the case of a microchipped animal, or the expiration of five (5) days impoundment in the case of a non-microchipped animal, said animal shall become the property of the City, and the City shall be empowered to place for adoption or to destroy and dispose of said animal as provided for in §92.23 (B) above. The animal control officer is hereby authorized to place for adoption or to destroy such animal and dispose of the carcass. For the purpose of this section, the day of taking up shall be counted as the first day of the impoundment.

Strike 92.24(D) ~~No unclaimed dog or cat shall be released for adoption without being sterilized, or without a written agreement from the adopter guaranteeing that such animal will be sterilized, and after the adoption fee has been paid. A voucher will be issued to the adopter and said voucher may be used at the time the animal is sterilized. An adopter who fails to comply with the sterilization provision of the agreement shall be guilty of a misdemeanor.~~

New 92.42. Deceptive acts and misrepresentations prohibited

- (a) No person shall obtain possession or custody of any domestic animal for or on behalf of the owner thereof for the purpose of avoiding payment of fees or penalties imposed upon the owner by this chapter. Penalties for violation of this section shall be assessed against both the owner of such animal and the person in possession and custody of the animal.
- (b) No person shall intentionally misrepresent his or her residency to the personnel of the Fayetteville Animal Shelter.
- (c) No person shall intentionally make any misrepresentation regarding the origin of an animal being presented to the Fayetteville Animal Shelter.

Amend 92.99 (A) Whenever in this chapter an act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in such chapter the doing of an act is required or the failure to do any act is declared to be unlawful, and no specific penalty is provided therefor, the violation of any such provision of this chapter shall be punished by a fine of not more than \$500.00 or double that sum for each repetition of such offense, or violation; provided, no penalty shall be greater or less than the penalty provided for the same or a similar offense under the laws of the state but in no case shall any penalty be less than \$50.00. If the violation of the chapter is, in its nature, continuous in respect to time, the penalty for allowing the continuation thereof shall not exceed \$250.00 for each day that the same is unlawfully continued.

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Heat Stress From Enclosed Vehicles: Moderate Ambient Temperatures Cause Significant Temperature Rise in Enclosed Vehicles

Catherine McLaren, Jan Null and James Quinn

Pediatrics 2005;116:e109

DOI: 10.1542/peds.2004-2368

The online version of this article, along with updated information and services, is located on the World Wide Web at:

<http://pediatrics.aappublications.org/content/116/1/e109.full.html>

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Heat Stress From Enclosed Vehicles: Moderate Ambient Temperatures Cause Significant Temperature Rise in Enclosed Vehicles

Catherine McLaren, MD*; Jan Null, CCM†; and James Quinn, MD*

ABSTRACT. *Objective.* Each year, children die from heat stroke after being left unattended in motor vehicles. In 2003, the total was 42, up from a national average of 29 for the past 5 years. Previous studies found that on days when ambient temperatures exceeded 86°F, the internal temperatures of the vehicle quickly reached 134 to 154°F. We were interested to know whether similarly high temperatures occurred on clear sunny days with more moderate temperatures. The objective of this study was to evaluate the degree of temperature rise and rate of rise in similar and lower ambient temperatures. In addition, we evaluated the effect of having windows "cracked" open.

Methods. In this observational study, temperature rise was measured continuously over a 60-minute period in a dark sedan on 16 different clear sunny days with ambient temperatures ranging from 72 to 96°F. On 2 of these days, additional measurements were made with the windows opened 1.5 inches. Analysis of variance was used to compare how quickly the internal vehicle temperature rose and to compare temperature rise when windows were cracked open 1.5 inches.

Results. Regardless of the outside ambient temperature, the rate of temperature rise inside the vehicle was not significantly different. The average mean increase was 3.2°F per 5-minute interval, with 80% of the temperature rise occurring during the first 30 minutes. The final temperature of the vehicle depended on the starting ambient temperature, but even at the coolest ambient temperature, internal temperatures reached 117°F. On average, there was an ~40°F increase in internal temperature for ambient temperatures spanning 72 to 96°F. Cracking windows open did not decrease the rate of temperature rise in the vehicle (closed: 3.4°F per 5 minutes; opened: 3.1°F per 5 minutes or the final maximum internal temperature).

Conclusions. Even at relatively cool ambient temperatures, the temperature rise in vehicles is significant on clear, sunny days and puts infants at risk for hyperthermia. Vehicles heat up rapidly, with the majority of the temperature rise occurring within the first 15 to 30 minutes. Leaving the windows opened slightly does not significantly slow the heating process or decrease the maximum temperature attained. Increased public awareness and parental education of heat rise in motor vehicles may reduce the incidence of hyperthermia death and improve

child passenger safety. *Pediatrics* 2005;116:e109–e112. URL: www.pediatrics.org/cgi/doi/10.1542/peds.2004-2368; child passenger safety, injury prevention and control, hyperthermia.

ABBREVIATION. CI, confidence interval.

Every year, children die from heat stroke after being left unattended in a vehicle. From 1998 to 2002, the average number was 29 children per year (Fig 1). In 2003, this number increased to 42 (Fig 2) and was 35 in 2004. In addition to death, it is estimated that annually hundreds of children experience varying degrees of heat illness from being left in cars.¹ This danger exists despite public education efforts and lobbying for laws against leaving children unattended in vehicles. In a survey performed by Roberts and Roberts,² approximately one quarter of interviewed women who had infants or toddlers admitted to leaving their children unattended in cars.

Previous studies have examined the internal environment of motor vehicles. King et al³ found that in an ambient temperature of 36.8°C (98.2°F), 75% of the maximum temperature rise occurred within 5 minutes of closing the doors and maximized within 15 minutes to 51 to 67°C (124–153°F). Opening the windows 20 cm (~8 inches) had minimal effect on the temperature rise and maximum temperature attained. Roberts and Roberts² had similar findings. Most studies examined temperature rise on days with ambient temperatures >90°F, except for the study of Robert and Roberts, in which the ambient temperature was 83°F. These studies show that, not surprising, significant heat rise occurs on hot days.

We hypothesized, however, that even on cooler days, the risk for heat illness is significant inside a vehicle. This study was designed to quantify the amount and the rate of heating inside vehicles over a broader range of ambient temperatures. We also sought to determine whether "cracked" windows made any difference on the heating of vehicles, because in a survey, fewer than one third of mothers would leave the windows half open because of theft concerns.

METHODS

Study Design

This was an observational study in which we measured the interior vehicle temperature on 16 different cloud-free days between May 16 and August 8, 2002, in Fremont, California. Ambi-

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No conflict of interest declared.

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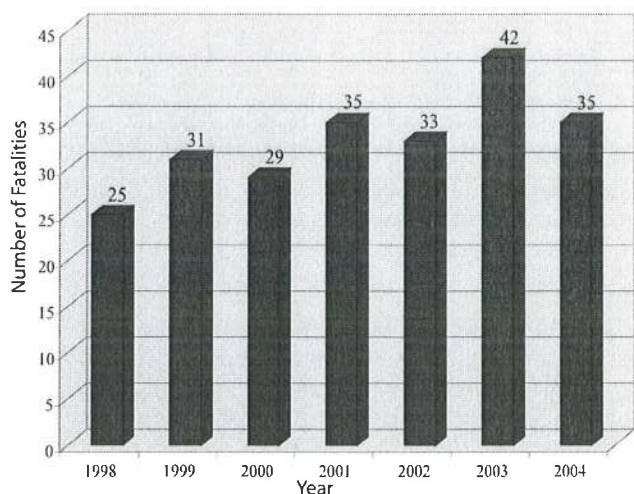


Fig 1. Annual vehicle-related hyperthermia fatalities in children.

ent temperatures ranged from 72 to 96°F. The vehicle was parked in full sun, oriented 45 degrees to the sun's rays to minimize direct sunlight through the windshield. Internal vehicle temperature was measured continuously from time 0 to 1 hour. Temperature was recorded at time 0 and every 5 minutes for 1 hour. The vehicle was a dark-blue 2000 Honda Accord with medium-gray interior and without tinted windows. Recordings were made with closed windows on 16 different days. On 2 of these days, recordings were made first with the windows closed. Then the doors were opened to return the vehicle to ambient temperature, and a second hour of measurements was made with the windows cracked 1.5 inches. It was ensured that no significant change in ambient temperature occurred during these 2 hours.

Data Collection

Ambient temperature was recorded continuously with a Davis Instruments Vantage Pro Sensor Suite. Wireless temperature sensors were placed in the test vehicles in the rear passenger section ~15 inches above the seat, in the shade and not in direct contact with any part of the car. The temperature sensors had a resolution of 1°F and accuracy of $\pm 1^\circ\text{F}$. All recorded data were transmitted to the Vantage Pro base station.

Statistical Analysis

Data were recorded on an excel spreadsheet (Microsoft Office, Seattle, WA) and imported into SPSS 11.0 (Chicago, IL) for statistical analysis. Analysis of variance evaluated for differences in the rate of temperature rise and final enclosed temperatures for the varying ambient temperatures. Analysis of variance was also used to compare the rate of temperature rise and maximum temperature attained with windows cracked open or closed. The recordings on the 2 separate days for these measures were averaged at each 5-minute interval, before analysis.

RESULTS

Rate of Temperature Rise Versus Ambient Temperature

Regardless of the ambient temperature, the rate of internal vehicle temperature rise was similar ($P = 1.0$). Figure 3 shows how the slope of the temperature over time was virtually the same for the different ambient temperatures. Eighty percent of the temperature rise occurred during the first 30 minutes ($P < .0001$).

The effect of air conditioning the vehicle before start of measurements was negligible. In preliminary measurements, the vehicle consistently reached ambient temperatures within 5 minutes of the air conditioning's being turning off and then would heat up at a similar rate to non-air-conditioned cases.

Final Internal Vehicle Temperature Versus Ambient Temperature

The maximum internal temperature was attained at ~60 minutes of exposure in our study. We also found that the final vehicle temperature was dependent on the initial ambient temperature. In addition, an average 41°F (range: 28–49°F) increase from starting ambient temperature occurred for the ambient temperature range of 72 to 96°F.

Comparison of Closed Versus Cracked Open Windows

Figure 4 illustrates a nonsignificant trend to faster heating in the first 20 minutes with the windows

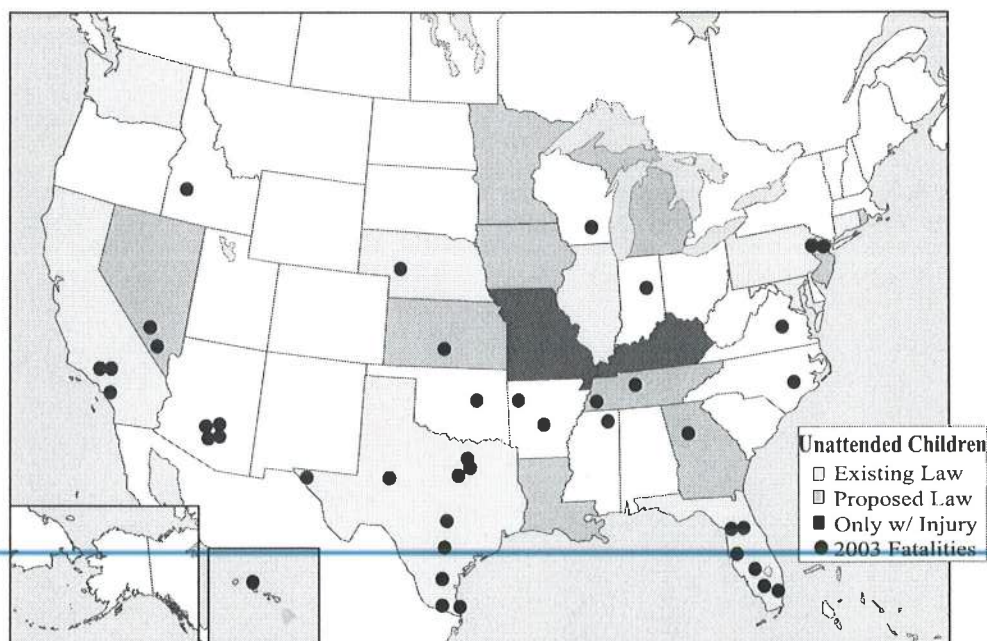


Fig 2. Location of 42 vehicle-related hyperthermia deaths of children in 2003. States are color-coded by status of legislation for leaving a child unattended in a vehicle.

Fig 3. Representative vehicle temperature rise over time.

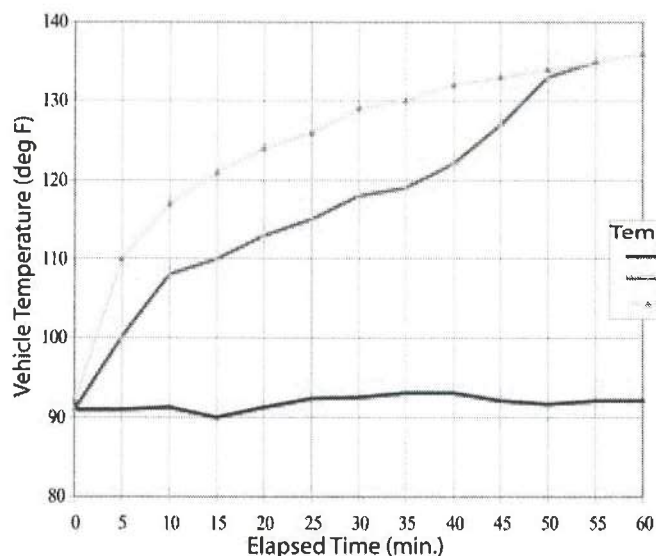
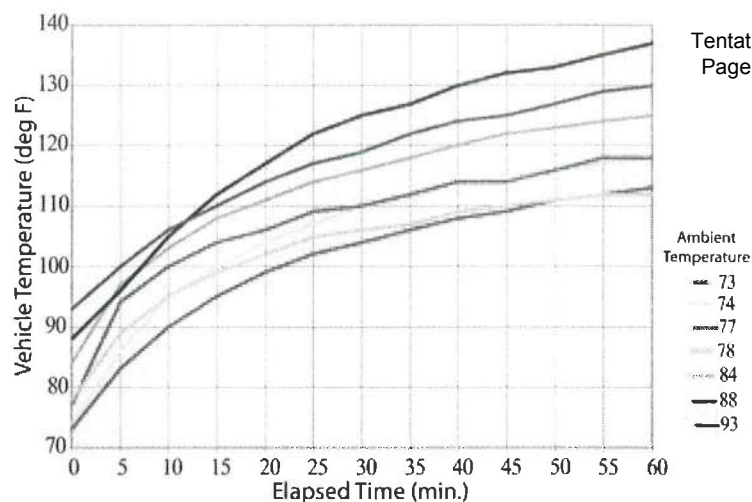


Fig 4. Interior vehicle temperature over time: closed versus cracked windows.

closed 6.25°F per 5 minutes (95% confidence interval [CI]: 1.0–11.5) versus 5.5°F per 5 minutes (95% CI: 1.2–9.8) with the windows cracked open. However, overall, the rate of temperature rise for windows that were cracked open was 3.4°F per 5 minutes (95% CI: 2.4–4.4°F) compared with the rate for closed windows of 3.1°F per 5 minutes (95% CI: 1.4–4.8°F), with the final temperature for both circumstances being identical.

DISCUSSION

We demonstrated that on sunny days, even when the ambient temperature is mild or relatively cool, there is rapid and significant heating of the interior of vehicles. On days when the ambient temperature was 72°F, we showed that the internal vehicle temperature can reach 117°F within 60 minutes, with 80% of the temperature rise occurring in the first 30 minutes. In general, after 60 minutes, one can expect an ~40°F increase in internal temperatures for ambient temperatures spanning 72 to 96°F, putting children and pets at significant risk. We also determined that cracking open windows is not effective in de-

creasing either the rate of heat rise or the maximum temperature attained.

The exact affect of such temperatures on infants is unknown, but from case reports, we know that they can be devastating. We do know that heat illness is a continuum that is divided into 3 phases. The mildest form is heat stress, the physical discomfort and physiologic strain as a result of a hot environment. Next is heat exhaustion, a mild to moderate illness associated with dehydration and a core temperature ranging from 37°C to 40°C. Symptoms of heat exhaustion include intense thirst, weakness, discomfort, anxiety, dizziness, fainting, and headache. Finally, heat stroke is a life-threatening illness characterized by an elevated core body temperature >40°C with central nervous system dysfunction resulting in delirium, convulsions, coma, and death.⁴

Young children and infants are more susceptible to heat illness than adults for several reasons. Physiologically, toddlers and infants, despite their increased body surface area to mass ratio, seem to have less effective thermoregulation in comparison with adults as proposed by Tsuzuki-Hayakawa and

Tochihara.⁵ In their study, they demonstrated that children (aged between 9 months and 4.5 years) who were placed for 30 minutes in rooms that were 35°C (95°F) had a rectal temperature that increased more rapidly and was significantly higher than their mothers'. This was despite that children and infant perspire more by body mass in comparison with their mothers. This finding was speculated to occur because smaller masses warm more quickly and that young children have an immature thermoregulatory system. In addition to the potential physical and physiologic differences, adults have the ability to modify behavior on the basis of the environment. They can undergo cooling measures: take off excess clothing, obtain cold drinks, and seek cooler environments (eg, get out of a hot car).

Although these results are significant numerically and perhaps would be sufficient to influence parental behavior and perhaps lawmakers, the question still remains as to what is an unsafe temperature for an infant and how long until the infant experiences adverse effects from a particular heat. Intuitively, it would seem unconscionable to subject a child to an 117°F environment, and that is probably why the literature is sparse in quantifying the effect of heat on infants and children. As mentioned earlier, Tsuzuki-Hayakawa and Tochihara⁵ found that infants and young children developed significantly higher core and surface body temperatures compared with their mothers despite increased perspiration. Studies by Levine and Ginandes⁶⁻⁸ proposed that a 12-month-old infant loses 1 to 2 mL/kg per hour through perspiration at an ambient temperature of 86°F. In studies of adults in extreme heat exposure, the maximum loss measured has been 10 to 20 mL/kg per hour.⁹ It is thought that similar fluid loss is possible in children and probably greater according to the work of Tsuzuki-Hayakawa. This would conservatively amount to a loss of 400 to 800 mL over a 4-hour period, or ~4% to 8% dehydration of a 10-kg infant. Future study to evaluate heat stress in infants and children would be difficult to do for obvious ethical reasons, so although we may never know the rate of dehydration and body temperature rise for infants and children in enclosed vehicles, the risk is clear.

Our results were consistent with previous research for similar temperature ranges except in 1 respect.^{2,3,10,11} King et al³ noted 75% of the maximum stabilized temperature within 5 minutes of closing the doors as opposed to our finding of 30 minutes required for attaining 80% of the maximum temperature. We believe that this difference occurred because their sensor was placed in direct sun, whereas our sensor was in the shade. This suggests that if a child were positioned in full sun, then the heat stress would be greater and more rapid in onset than stated here.

In addition to heat illness, leaving children unattended in vehicles puts them at risk for other harm, such as thermal burns from buckles, abduction, and injury from the child's putting the car in motion or

operating power control features. The *Morbidity and Mortality Weekly Report* found that 78 children from July 2000 to June 2001 from being left unattended in or around motor vehicles. In addition, there were 9160 nonfatal injuries reported. Of those who died, ~35% were attributable to heat illness and 82% were between the ages of 0 and 3 years.¹²

Prevention of heat illness in children and potentially other injuries is straightforward. Do not leave them in the car. Parental attitudes and behavior may be related to erroneous beliefs regarding the internal heat rise of vehicles on milder and even cool sunny days as well as the effects of cracking the windows. Laws regarding kids in cars currently exist in 9 states and are proposed in an additional 9.¹³ Although the problem of nonexertional hyperthermia in children pales in comparison with that of the top 3 causes of unintentional death (motor vehicle accidents, drowning, and burns) heat illness is conceivably easier to prevent if their caregivers are aware of the danger. It is worth considering incorporating this message along with a discussion of the importance of car seats as part of child passenger safety education for caregivers. Legislation efforts may help to raise awareness, but as these events are mostly unintentional, additional public education efforts ultimately are necessary to decrease the incidence of this fatal yet preventable behavior.

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9. Hardy JD. Physiology of temperature regulation. *Physiol Rev*. 1961;41:521
10. Surpure JS. Heat-related illness and the automobile. *Ann Emerg Med*. 1982;11:263-266
11. Gibbs LI, Lawrence DW, Kohn MA. Heat exposure in an enclosed automobile. *J La State Med Soc*. 1995;147:545-546
12. Centers for Disease Control and Prevention. Injuries and deaths among children left unattended in or around motor vehicles—United States, July 2000–June 2001. *MMWR Morb Mortal Wkly Rep*. 2002;51(26):570-572. Available at: www.cdc.gov/mmwr/preview/mmwrhtml/mm5126a3.htm
13. Fennell J. Legislation. Kids and cars. Available at: www.kidsandcars.org. Accessed November 2, 2003
14. Danks DM, Webb DW, Allen J. Heat illness in infants and young children. *Br Med J*. 1962;53:287-293

Exhibit A with Changes Tracked

Amend 92.23(B) Whenever any animal in the animal shelter ~~bears a city tag~~ has been microchipped, it shall be the duty of the animal control officer to notify the owner or the person to whom the ~~tag was issued~~ microchip is registered, if such person or owner can be found, that the animal has been taken up and placed in the animal shelter and will be destroyed or placed for adoption within ~~10-7~~ days unless the fee hereinafter prescribed is paid. If the owner or person to whom the ~~tag was issued~~ microchip is registered cannot be found, the animal control officer shall, by registered mail sent to said person's last known address, notify said person that the animal has been impounded at the animal shelter, and will be destroyed or placed for adoption within ~~10-7~~ days if the fee hereinafter prescribed is not paid. For the purpose of this section, the first day of taking up shall be counted as the first day of the impoundment period provided herein.

Amend 92.24(A) After the expiration of ~~ten-seven (107)~~ days impoundment in the case of a microchipped animal, or the expiration of five (5) days impoundment in the case of a non-microchipped animal, said animal shall become the property of the City, and the City shall be empowered to place for adoption or to destroy and dispose of said animal as provided for in §92.23 (B) above. The animal control officer is hereby authorized to place for adoption or to destroy such animal and dispose of the carcass. For the purpose of this section, the day of taking up shall be counted as the first day of the impoundment.

Amend 92.24(D) Pursuant to Ark. Code Ann. § 20-19-103, No ~~no~~ unclaimed dog or cat shall be released for adoption without being sterilized, or without a written agreement from the adopter guaranteeing that such animal will be sterilized, and after the adoption fee has been paid. ~~A voucher will be issued to the adopter and said voucher may be used at the time the animal is sterilized.~~ An adopter who fails to comply with the sterilization provision of the agreement shall be guilty of a misdemeanor.

Amend 92.99 (A) Whenever in this chapter an act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in such chapter the doing of an act is required or the failure to do any act is declared to be unlawful, and no specific penalty is provided therefor, the violation of any such provision of this chapter shall be punished by a fine of not more than \$500.00 or double that sum for each repetition of such offense, or violation; provided, no penalty shall be greater or less than the penalty provided for the same or a similar offense under the laws of the state but in no case shall any penalty be less than \$50.00. If the violation of the chapter is, in its nature, continuous in respect to time, the penalty for allowing the continuation thereof shall not exceed \$250.00 for each day that the same is unlawfully continued.

Pre Agenda Meeting 6-23-15

City of Fayetteville, Arkansas

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



Meeting Agenda - Tentative Agenda

Tuesday, July 7, 2015

5:30 PM

City Hall Room 326

City Council Meeting

Adella Gray Ward 1
Sarah Marsh Ward 1
Mark Kinion Ward 2
Matthew Petty Ward 2
Justin Tennant Ward 3
Martin W. Schoppmeyer, Jr. Ward 3
John S. La Tour Ward 4
Alan Long Ward 4

ELECTED OFFICIALS:
Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith

H20

Call To Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions

City Council Meeting Presentations, Reports and Discussion Items:

2015-0295

ADVERTISING AND PROMOTION COMMISSION APPOINTMENT

Attachments:

061615 Rhoads Appointment

Agenda Additions:

A. Consent:

AL1

2014-0506

APPROVAL OF THE JUNE 16, 2015 CITY COUNCIL MEETING MINUTES.

A√2

2015-0270

RFP #15-05 CHALLENGER TEAMWEAR

A RESOLUTION TO AWARD RFP #15-05 AND AUTHORIZE A CONTRACT WITH CHALLENGER TEAMWEAR FOR THE PURCHASE OF YOUTH SOCCER UNIFORMS IN THE AMOUNT OF \$12.15 PLUS TAX PER UNIFORM FOR THE FALL 2015 AND SPRING 2016 SEASONS, WITH AN OPTION TO RENEW FOR THE FALL 2016 AND SPRING 2017 SEASONS

Attachments:

RFP 15-05 Legistar packet

AV3

2015-0280**HAZMAT SERVICES REVENUE**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT RECOGNIZING HAZMAT SERVICES REVENUE RECEIVED BY THE FIRE DEPARTMENT FROM WASHINGTON COUNTY IN THE AMOUNT OF \$1,726.00 AND INCREASING THE RELATED EXPENSE BUDGET

Attachments:

SRF SRM Hazmat Revenue Washington County Shaver Foods Response
BA BUDGET ADJUSTMENT FORM Hazmat Revenue Washington County-Si

AV4

2015-0287**EVANS CONSTRUCTION AND REMODELING, LLC**

A RESOLUTION TO AUTHORIZE A CONTRACT WITH EVANS CONSTRUCTION AND REMODELING, LLC IN THE AMOUNT OF \$24,855.00 FOR COMMUNITY DEVELOPMENT BLOCK GRANT REHABILITATION OF AN ELIGIBLE RESIDENCE LOCATED AT 3295 W. OLD FARMINGTON ROAD

Attachments:

SRF-SRM-PO-Bid Receipt-Bid
Bid Packet - 3295 W. Old Farmington Rd.

AV5

2015-0297**FAYETTEVILLE POLICE DEPARTMENT POLICIES**

A RESOLUTION TO APPROVE FAYETTEVILLE POLICE DEPARTMENT POLICIES 22.2.8 MILITARY ACTIVATIONS, 22.3 SECONDARY EMPLOYMENT, 41.1.1 PATROL, AND 61.4.3 TOWED VEHICLES

Attachments:

SRP - FPD Policies

AV6

2015-0291**TRI STAR CONTRACTORS, LLC**Attachments:

Leg2015-0291 Full Packet 061915
Copy of PO - PURCHASE_ORDER_TEMPLATE TriStar Const Contract 061515
Copy of BA_FORM_LEGISTAR TriStarConstruction ADA Grant 061715

AV7

2015-0275

**MCCLELLAND CONSULTING ENGINEERS, INC. AGREEMENT
NO. 1**

A RESOLUTION TO APPROVE SUPPLEMENTAL AGREEMENT NO. 1 TO THE CONTRACT WITH MCCLELLAND CONSULTING ENGINEERS, INC. IN THE AMOUNT OF \$164,480.71 FOR ADDITIONAL ENGINEERING SERVICES ASSOCIATED WITH THE REHABILITATION OF THE HISTORIC MAPLE STREET AND LAFAYETTE STREET BRIDGES, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:

SRF packet MCE Amndmnt #1 Hist Bridges.pdf

BA - McClelland Supplemental #1.xlsm

AV8

2015-0277

**WATERSHED CONSERVATION RESOURCE CENTER TASK
ORDER NO. 3**

A RESOLUTION TO APPROVE TASK ORDER NO. 3 WITH THE WATERSHED CONSERVATION RESOURCE CENTER FOR THE DESIGN AND CONSTRUCTION OF A STREAM RESTORATION PROJECT ON AN UNNAMED TRIBUTARY OF CATO SPRINGS BRANCH NEAR THE SOUTHERN BOUNDARY OF THE REGIONAL PARK AND FOR A FEASIBILITY ANALYSIS OF THE REMOVAL OF AN EXISTING DAM ON THE WEST FORK OF THE WHITE RIVER

Attachments:

2015-0277_Kessler Mountain Task Order

AV9

2015-0293

COLLEGE MARKETPLACE (FAYETTEVILLE), LLC

A RESOLUTION TO AUTHORIZE A CONTRACT WITH COLLEGE MARKETPLACE (FAYETTEVILLE), LLC IN THE AMOUNT OF \$186,202.50 FOR PAYMENT OF THE COSTS ASSOCIATED WITH THE INSTALLATION OF A TRAFFIC SIGNAL AT COLLEGE AVENUE AND MASONIC DRIVE, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:

SRF College Marketplace packet.pdf

BA - Traffic Signal College & Masonic.xlsm

B. Unfinished Business:

B\1

2015-0249**RZN 15-5044 (4065 E. HUNTSVILLE RD./THE PLAZA)**

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 15-5044, FOR APPROXIMATELY 16.02 ACRES, LOCATED AT 4065 E. HUNTSVILLE ROAD FROM R-PZD 08-3071, RESIDENTIAL PLANNED ZONING DISTRICT BRIDGEDALE PLAZA TO RSF-7, RESIDENTIAL SINGLE FAMILY, 7 UNITS PER ACRE, NS, NEIGHBORHOOD SERVICES, AND CS, COMMUNITY SERVICES

Attachments:15-5044 CC EX A & EX B15-5044 CC reports

At the June 2, 2015 City Council meeting, this ordinance was left on the first reading. At the June 16, 2015 City Council meeting, this ordinance was left on the second reading.

B\2

2015-0265**PLACE HOLDER: MAPLE STREET & LAFAYETTE STREET
BRIDGE REHAB**

A RESOLUTION TO AWARD A CONTRACT IN THE AMOUNT OF \$X,XXX,XXX.XX TO CONTRACTOR, INC. FOR THE CONSTRUCTION OF THE MAPLE STREET & LAFAYETTE STREET BRIDGE REHAB, APPROVE A PROJECT CONTINGENCY OF \$XXX,XXX.XX (5%), AND APPROVE A BUDGET ADJUSTMENT.

Attachments:

Historic Bridges Construction Contract.pdf

At the June 16, 2015 City Council meeting, this resolution was tabled to the July 7, 2015 City Council meeting.

C. / New Business:

C\1

2015-0289**WEBTECH WIRELESS, INC.**

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A THIRTY SIX (36) MONTH CONTRACT WITH WEBTECH WIRELESS, INC. FOR FLEET MANAGEMENT TRACKING SERVICES IN THE AMOUNT OF \$50,444.00, PLUS APPLICABLE SALES TAXES AND SHIPPING COSTS

Attachments:

SRP 2015-0289 Webtech Wireless Service Agreement

C.2

2015-0285**RZN 15-5075 (NE CORNER VAN ASCHE & STEELE BLVDS./CMN
LOTS 8 & 14**

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 15-5075, FOR APPROXIMATELY 17.70 ACRES, LOCATED AT THE NORTHEAST CORNER OF VAN ASCHE AND STEELE BLVDS. FROM C-2, THOROUGHFARE COMMERCIAL TO C-3, CENTRAL COMMERCIAL

Attachments:CC Exhibits15-5075 Documents

C.3

2015-0288**VAC 15-5089 (3215 NORTH HILLS BLVD.)**

AN ORDINANCE TO APPROVE VAC 15-5089 SUBMITTED BY USI ENGINEERS FOR PROPERTY LOCATED AT 3215 NORTH HILLS BOULEVARD TO VACATE A PORTION OF AN EXISTING UTILITY EASEMENT

Attachments:15-5089 CC Exhibits15-5089 CC reports

C.4

2015-0256**AMEND CHAPTER 92 ANIMALS**

AN ORDINANCE TO AMEND CHAPTER 92 ANIMALS OF THE FAYETTEVILLE CITY CODE TO PROVIDE PROTECTION FOR ANIMALS FROM BEING CONFINED IN ENCLOSED VEHICLES IN EXTREME TEMPERATURES, TO PROHIBIT DECEPTIVE ACTS AND MISREPRESENTATIONS REGARDING THE ORIGIN OF ANIMALS TURNED INTO THE FAYETTEVILLE ANIMAL SHELTER, AND TO MAKE OTHER TECHNICAL REVISIONS

Attachments:EXHIBIT A - ORD CHAPTER 92 ANIMAL SERVICES (Clean copy)2015-0256 Amend Chapter 92TRACK CHANGES FOR EXHIBIT A -ORD CHAPTER 92 ANIMAL SERVICES

C.5

2015-0296**RAISING CANE'S BUILDING APPEAL**

A RESOLUTION TO GRANT THE APPEAL OF KEN'S SIGNS AND TO APPROVE THE REQUESTED VARIANCE FOR THE LENGTH OF NEON LIGHTING FOR RAISING CANE'S BUILDING

Attachments:

15-5004 Full Report

D. City Council Agenda Session Presentations:**E. City Council Tour:****F. Announcements:****G. Adjournment****NOTICE TO MEMBERS OF THE AUDIENCE**

All interested persons may address the City Council on agenda items of New and Old Business. Please wait for the Mayor to request public comment and then come to the podium, give your name, address, and comments about the agenda item. Please address only the Mayor. Questions are usually answered by the Mayor, Aldermen or Staff after the public comment period is over. Please keep your comments brief and respectful. Each person is only allowed one turn at the microphone for discussion of an agenda item.

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

Old business and new business.

Presentations by staff and applicants. Agenda items shall be introduced by the Mayor and, if an ordinance, read by the City Attorney. City staff shall then present a report. An agenda applicant (city contractor, rezoning or development applicant, etc.) may present its proposal only during this presentation period, but may be recalled by an alderman later to answer questions. Staff and applicants may use electronic visual aids in a City Council meeting as part of their presentation.

Public comments. Public comment shall be allowed for all members of the audience on all items of old and new business and subjects of public hearings. No electronic visual aid presentations shall be allowed, but the public may submit photos, petitions, etc. to be distributed to the City Council. If a member of the public wishes for the City Clerk to distribute materials to the City Council before its meeting, such materials should be supplied to the City Clerk office no later than 9:00 a.m. on the day of the City Council meeting. Any member of the public shall first state his or her name and address, followed by a concise statement of the person's position on the question under discussion. Repetitive comments should be avoided; this applies to comments made previously either to the City Council or to the Planning Commission when those Planning Commission minutes have been provided to the Aldermen. All remarks shall be addressed to the Mayor or the City Council as a whole and not to any particular member of the City Council. No person other than the Aldermen and the person having the floor shall be permitted to enter into any discussions without permission of the Mayor. No questions shall be directed to an Alderman or city staff member except through the Mayor.

Courtesy and respect.

All members of the public, all city staff and elected officials shall accord the utmost courtesy and respect to each other at all times. All shall refrain from rude or derogatory remarks, reflections as to integrity, abusive comments and statements about motives or personalities. Any member of the public who violates these standards shall be ruled out of order by the Mayor, must immediately cease speaking and shall leave the podium.

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City of Fayetteville, Arkansas

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



Meeting Agenda - Tentative Agenda

Tuesday, June 30, 2015

4:30 PM

City Hall Room 326

City Council Meeting

Adella Gray Ward 1
Sarah Marsh Ward 1
Mark Kinion Ward 2
Matthew Petty Ward 2
Justin Tennant Ward 3
Martin W. Schoppmeyer, Jr. Ward 3
John S. La Tour Ward 4
Alan Long Ward 4

ELECTED OFFICIALS:
Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith

Call To Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions

2015-0295

ADVERTISING AND PROMOTION COMMISSION APPOINTMENT
REPORT

Attachments: 061615 Rhoads Appointment

City Council Meeting Presentations, Reports and Discussion Items:

Agenda Additions:

A. Consent:

A.1 2014-0506

APPROVAL OF THE JUNE 16, 2015 CITY COUNCIL MEETING
MINUTES.

A.2 2015-0270

RFP #15-05 CHALLENGER TEAMWEAR

A RESOLUTION TO AWARD RFP #15-05 AND AUTHORIZE A
CONTRACT WITH CHALLENGER TEAMWEAR FOR THE
PURCHASE OF YOUTH SOCCER UNIFORMS IN THE AMOUNT OF
\$12.15 PLUS TAX PER UNIFORM FOR THE FALL 2015 AND SPRING
2016 SEASONS, WITH AN OPTION TO RENEW FOR THE FALL 2016
AND SPRING 2017 SEASONS

Attachments: RFP 15-05 Legistar packet

A. 32015-0280**HAZMAT SERVICES REVENUE**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT RECOGNIZING HAZMAT SERVICES REVENUE RECEIVED BY THE FIRE DEPARTMENT FROM WASHINGTON COUNTY IN THE AMOUNT OF \$1,726.00 AND INCREASING THE RELATED EXPENSE BUDGET

Attachments:SRF SRM Hazmat Revenue Washington County Shaver Foods ResponseBA BUDGET ADJUSTMENT FORM Hazmat Revenue Washington County-SIA. 42015-0287**EVANS CONSTRUCTION AND REMODELING, LLC**

A RESOLUTION TO AUTHORIZE A CONTRACT WITH EVANS CONSTRUCTION AND REMODELING, LLC IN THE AMOUNT OF \$24,855.00 FOR COMMUNITY DEVELOPMENT BLOCK GRANT REHABILITATION OF AN ELIGIBLE RESIDENCE LOCATED AT 3295 W. OLD FARMINGTON ROAD

Attachments:SRF-SRM-PO-Bid Receipt-BidBid Packet - 3295 W. Old Farmington Rd.A. 52015-0297**FAYETTEVILLE POLICE DEPARTMENT POLICIES**

A RESOLUTION TO APPROVE FAYETTEVILLE POLICE DEPARTMENT POLICIES 22.2.8 MILITARY ACTIVATIONS, 22.3 SECONDARY EMPLOYMENT, 41.1.1 PATROL, AND 61.4.3 TOWED VEHICLES

Attachments:SRP - FPD Policies

Remove
from Consent
to New Business
#1



A. 6

2015-0291**TRI STAR CONTRACTORS, LLC**

A RESOLUTION TO AWARD BID NO. 15-35 AND AUTHORIZE A CONTRACT WITH TRI STAR CONTRACTORS, LLC IN THE AMOUNT OF \$252,500.00 FOR CONSTRUCTION SERVICES FOR THE AIRPORT TERMINAL APRON REHABILITATION PROJECT, TO APPROVE CHANGE ORDER NO. 1 TO THE CONTRACT WITH TRI STAR CONTRACTORS, LLC IN THE AMOUNT OF \$197,500.00 TO INCREASE CERTAIN QUANTITIES OF CONCRETE REPAIR, TO APPROVE A 5% PROJECT CONTINGENCY, TO ACCEPT A 90/10 GRANT FROM THE ARKANSAS DEPARTMENT OF AERONAUTICS IN THE AMOUNT OF \$470,700.00, AND TO APPROVE A BUDGET ADJUSTMENT

Needs Comma

Attachments:Leg5015-0291 Full Packet 061915 2Copy of BA FORM LEGISTAR TriStarConstruction ADA Grant 061715

A. 7

2015-0275**MCCLELLAND CONSULTING ENGINEERS, INC. AGREEMENT NO. 1**

A RESOLUTION TO APPROVE SUPPLEMENTAL AGREEMENT NO. 1 TO THE CONTRACT WITH MCCLELLAND CONSULTING ENGINEERS, INC. IN THE AMOUNT OF \$164,480.71 FOR ADDITIONAL ENGINEERING SERVICES ASSOCIATED WITH THE REHABILITATION OF THE HISTORIC MAPLE STREET AND LAFAYETTE STREET BRIDGES, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:SRF packet MCE Amndmnt #1 Hist Bridges.pdfBA - McClelland Supplemental #1.xlsm

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ORDER NO. 3**

A RESOLUTION TO APPROVE TASK ORDER NO. 3 WITH THE WATERSHED CONSERVATION RESOURCE CENTER FOR THE DESIGN AND CONSTRUCTION OF A STREAM RESTORATION PROJECT ON AN UNNAMED TRIBUTARY OF CATO SPRINGS BRANCH NEAR THE SOUTHERN BOUNDARY OF THE REGIONAL PARK AND FOR A FEASIBILITY ANALYSIS OF THE REMOVAL OF AN EXISTING DAM ON THE WEST FORK OF THE WHITE RIVER

Attachments:2015-0277 Kessler Mountain Task Order~~A. 9~~2015-0293**COLLEGE MARKETPLACE (FAYETTEVILLE), LLC**

A RESOLUTION TO AUTHORIZE A CONTRACT WITH COLLEGE MARKETPLACE (FAYETTEVILLE), LLC IN THE AMOUNT OF \$186,202.50 FOR PAYMENT OF THE COSTS ASSOCIATED WITH THE INSTALLATION OF A TRAFFIC SIGNAL AT COLLEGE AVENUE AND MASONIC DRIVE, AND TO APPROVE A BUDGET ADJUSTMENT

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AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 15-5044, FOR APPROXIMATELY 16.02 ACRES, LOCATED AT 4065 E. HUNTSVILLE ROAD FROM R-PZD 08-3071, RESIDENTIAL PLANNED ZONING DISTRICT BRIDGEDALE PLAZA TO RSF-7, RESIDENTIAL SINGLE FAMILY, 7 UNITS PER ACRE, NS, NEIGHBORHOOD SERVICES, AND CS, COMMUNITY SERVICES

Attachments:15-5044 CC EX A & EX B15-5044 CC reports

At the June 2, 2015 City Council meeting, this ordinance was left on the first reading. At the June 16, 2015 City Council meeting, this ordinance was left on the second reading.

B. 2

2015-0265**PLACE HOLDER: MAPLE STREET & LAFAYETTE STREET
BRIDGE REHAB**

A RESOLUTION TO AWARD A CONTRACT IN THE AMOUNT OF \$X,XXX,XXX.XX TO CONTRACTOR, INC. FOR THE CONSTRUCTION OF THE MAPLE STREET & LAFAYETTE STREET BRIDGE REHAB, APPROVE A PROJECT CONTINGENCY OF \$XXX,XXX.XX (5%), AND APPROVE A BUDGET ADJUSTMENT.

Attachments:Historic Bridges Construction Contract.pdf

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C. New Business:

C. 1

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C. 2

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Attachments:CC Exhibits15-5075 Documents

~~C. 3~~2015-0288**VAC 15-5089 (3215 NORTH HILLS BLVD.)**

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✓ C. 4

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Attachments:EXHIBIT A - ORD CHAPTER 92 ANIMAL SERVICES (Clean copy)2015-0256 Amend Chapter 92TRACK CHANGES FOR EXHIBIT A -ORD CHAPTER 92 ANIMAL SERVICES**D. City Council Agenda Session Presentations:****E. City Council Tour:****F. Announcements:****G. Adjournment****NOTICE TO MEMBERS OF THE AUDIENCE**

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Nominating Committee Report

Members Present – Chair Mark Kinion, Sarah Marsh, Martin Schoppmeyer, and Alan Long

The Advertising and Promotion Commission recommends the following candidate for appointment:

ADVERTISING AND PROMOTION COMMISSION

Robert Rhoads – One unexpired term ending 03/31/17