

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 7, 2016**

A meeting of the Fayetteville City Council was held on June 7, 2016 at 5:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions

City Council Meeting Presentations, Reports, and Discussion Items

Agenda Additions

1. Nominating Committee Report.

Approved

A. Consent:

1. Approval of the May 17, 2016 City Council Meeting Minutes.

Approved

2. **BID #16-23 JBZ, INC. D/B/A ELLINGSON CONTRACTING:** A resolution to award bid # 16-23 and approve a contract with JBZ, Inc. d/b/a Ellingson Contracting in the amount of \$287,300.00 for the construction of kitchen renovations at the Fayetteville Senior Center; to approve a project contingency in the amount of \$30,153.00; to approve Change Order No. 1 to reflect value engineering items and reduce the contract amount by \$53,560.00; and to approve a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 109-16

3. **BID #16-31 HILBILT SALES CORPORATION:** A resolution to award bid #16-31 and authorize the purchase of a 2016 Clement Starlight 3829 tandem axle dump trailer from Hilbilt Sales Corporation of Benton, Arkansas in the amount of \$39,590.00 plus applicable taxes for use at the city wastewater treatment facilities.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 110-16

4. **BID #16-33 SUPERIOR AUTOMOTIVE GROUP :** A resolution to award bid #16-33 and authorize the purchase of two (2) 2016 Ford F-350 flatbed trucks from Superior Automotive Group of Siloam Springs, Arkansas in the total amount of \$66,558.00 for use at the city wastewater treatment facilities.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 111-16

5. **RIGGS CAT 2016 CATERPILLAR 420F2 BACKHOE :** A resolution to authorize the purchase of a 2016 Caterpillar 420F2 backhoe from Riggs Cat of Springdale, Arkansas in the amount of \$95,620.00, pursuant to a National Joint Powers Alliance Cooperative Purchasing Agreement, for use by the transportation department.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 112-16

6. **RIGGS CAT 2016 CATERPILLAR 259D SKID STEER :** A resolution to authorize the purchase of a 2016 Caterpillar 259D Skid Steer from Riggs Cat of Springdale, Arkansas in the amount of \$55,000.00, pursuant to a National Joint Powers Alliance Cooperative Purchasing Agreement, for use by the water and sewer operations division.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 113-16

7. **LEWIS AUTOMOTIVE GROUP:** A resolution to approve the purchase of a 2013 Dodge caravan from Lewis Automotive Group of Fayetteville, Arkansas in the amount of \$17,771.00 for use by the Airport Services Division, and to approve a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 114-16

8. **SPECIAL NEEDS ASSISTANCE PROGRAM GRANT AGREEMENT:** A resolution to approve a Special Needs Assistance Program Grant Agreement with the U.S.

Department of Housing and Urban Development in the amount of \$188,525.00 for the city to administer programs to provide rental assistance and supportive services to homeless Fayetteville residents.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 115-16

9. **MCGOODWIN, WILLIAMS AND YATES, INC.:** A resolution to approve a professional engineering services agreement with McGoodwin, Williams and Yates, Inc. in an amount not to exceed \$182,077.00 for a water master plan update and for design, bidding and construction phase services for the replacement of approximately 3,000 feet of water line on Dinsmore Trail.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 116-16

10. **TAXIWAY LIGHTING REHABILITATION CONSTRUCTION GRANT APPLICATION:** A resolution to authorize application for and acceptance of a 90/10 matching grant from the Federal Aviation Administration to provide funding for the Taxiway Lighting Rehabilitation Project at Drake Field, to approve a contract with H&H Electric, Inc. in the amount of \$222,755.00 for the project contingent upon a grant award, and to approve a budget adjustment authorizing the airport fund matching expense and recognizing grant revenue contingent upon approval of the grant application and receipt of grant funds.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 117-16

11. **UNIVERSITY OF ARKANSAS OSHER LIFELONG LEARNING INSTITUTE LEASE AGREEMENT:** A resolution to approve a lease agreement with the Board of Trustees of the University of Arkansas for the unoccupied banquet area in the airport terminal building to be used by the Osher Lifelong Learning Institute to conduct classes during the fall 2016 and spring 2017 semesters in the amount of \$25.00 for each day the space is used.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 118-16

12. **ROGERS, INC.:** A resolution to approve a one year lease agreement with Rogers, Inc. for office space in the airport terminal building in the amount of \$330.00 per month to provide in-flight catering services.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 119-16

B. Public Hearing:

1. **550 WEST SKELTON STREET:** A resolution certifying to the tax collector of Washington County, Arkansas the costs of abating unsightly and unsanitary conditions and the razing and removal of a dilapidated and unsafe structure upon the property owned by

U.S. Bank National Association at 550 West Skelton Street in the City of Fayetteville, Arkansas.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 120-16

C. Unfinished Business:

1. **FALLING WATERS APPEAL:** An ordinance to rezone that property described in rezoning petition RZN 16-5385 for approximately 35.31 acres on Dead Horse Mountain Road from R-A, Residential Agriculture to RSF-2, Residential Single Family, 2 units per acre subject to a Bill of Assurance limiting development to 51 homes.

THIS ORDINANCE WAS LEFT ON THE FIRST READING

D. New Business:

1. **RZN 16-5400 (SOUTHEAST CORNER OF PERSIMMON & BROYLES AVE./CROSS KEYS SOUTH SD):** An ordinance to rezone that property described in rezoning petition RZN 16-5400 for approximately 1.43 acres located at the southeast corner of Persimmon and Broyles Avenue from r-a, residential agricultural and nc, neighborhood conservation to nc, neighborhood conservation and r-a, residential agricultural.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5877

2. **VAC 16-5404 (1649 W. FARMINGTON ST. /STEVENS):** An ordinance to approve VAC 16-5404 submitted by Angela Stephens for property located at 1649 West Farmington Street to vacate portions of an access easement.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5878

3. **THEATRE SQUARED, INC.:** A resolution to approve a long term lease of the Spring and West Parking Lot with Theatre Squared, Inc. to construct a performance theater with educational and community event space.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 121-16

4. **MARK ZWEIG, INC :** An ordinance to waive the requirements of formal competitive bidding and approve a cost share agreement with Mark Zweig, Inc. for a water main upgrade along College Avenue between East Davidson Street and East Maple Street with the amount to be paid by the City of Fayetteville not to exceed \$73,100.40.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5879

5. **OZARKS ELECTRIC COOPERATIVE CORPORATION, INC:** An ordinance to waive the requirements of formal competitive bidding and authorize a 25 year license agreement with Ozarks Electric Cooperative Corporation, Inc. for the purchase of 100 shares at the Ozarks Natural Energy Solar Facility in the amount of \$34,000.00.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5880

6. **TREE PRESERVATION AREA MODIFICATION:** A resolution to approve a modification to an existing tree preservation area at the Walton Arts Center for the purpose of installing public art.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 122-16

E. City Council Agenda Session Presentations:

1. Agenda Session Presentation - CH2M Annual Report, Billy Ammons.
2. Agenda Session Presentation - Trail Construction Status Update - Matt Mihalevich.

City Council Tour

Announcements

Adjournment: 6:44 p.m.

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

Subject:	<i>Agenda Additions: Nominating Committee Report</i>				
Motion To:		<i>Suspend Rules Add to agenda</i>	<i>Approve</i>		
Motion By:		<i>Kinion</i>	<i>Gray</i>		
Seconded:		<i>Long</i>	<i>Tennant</i>		
<i>Agenda Addition Nominating Committee Report passed</i>	Long	✓	✓		
	Gray	✓	✓		
	Marsh	A	A		
	Kinion	✓	✓		
	Petty	A	A		
	Tennant	✓	✓		
	Schoppmeyer	✓	✓		
	La Tour	N	N		
	Mayor Jordan	✓			

*6-1
Mayor
Jordan
Voted
to add
to agenda*

5-1

Subject:	CONSENT				
Motion To:					
Motion By:		Approve Tennant			
Seconded:		Long			
A.1-12 Minutes Approved passed 109-116 / 119-116	Long	✓			
	Gray	✓			
	Marsh	A			
	Kinion	✓			
	Petty	A			
	Tennant	✓			
	Schoppmeyer	✓			
	La Tour	✓			
	Mayor Jordan				

6-0

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

Subject:	550 WEST SKELTON STREET				
Motion To:		Approve			
Motion By:		Long			
Seconded:		Schoppmeyer			
Public	Long	✓			
Hearing	Gray	✓			
B. 1 <u>Passed</u> 120-14	Marsh	A			
	Kinion	✓			
	Petty	A			
	Tennant	✓			
	Schoppmeyer	✓			
	La Tour	✓			
	Mayor Jordan				

6-0

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

Subject:	FALLING WATERS APPEAL				
Motion To:					
Motion By:					
Seconded:					
Unfinished Business C. 1 <i>Left on First Reading</i>	La Tour				
	Long				
	Gray				
	Marsh				
	Kinion				
	Petty				
	Tennant				
	Schoppmeyer				
	Mayor Jordan				

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

Subject:		RZN 16-5400 (SOUTHEAST CORNER OF PERSIMMON & BROYLES AVE./CROSS KEYS SOUTH SD)			
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Tennant	Long		
Seconded:		Long	Gray		
New Business D. 1 <u>passed</u> 5877	Long	✓	✓	✓	
	Gray	✓	✓	✓	
	Marsh	A	A	A	
	Kinion	✓	✓	✓	
	Petty	A	A	A	
	Tennant	✓	✓	✓	
	Schoppmeyer	✓	✓	✓	
	La Tour	✓	✓	✓	
	Mayor Jordan				
		6-0	6-0	6-0	

Subject:		VAC 16-5404 (1649 W. FARMINGTON ST./STEVENS)			
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Long	Long		
Seconded:		Gray	Gray		
New Business D. 2 <u>passed</u> 5878	Long	✓	✓	✓	
	Gray	✓	✓	✓	
	Marsh	A	A	A	
	Kinion	✓	✓	✓	
	Petty	A	A	A	
	Tennant	✓	✓	✓	
	Schoppmeyer	✓	✓	✓	
	La Tour	✓	✓	✓	
	Mayor Jordan				
		6-0	6-0	6-0	

Subject:	THEATRE SQUARED, INC.				
Motion To:		<i>Approve</i>			
Motion By:		<i>Long</i>			
Seconded:		<i>Tennant</i>			
New Business D. 3 <i>passed</i> <i>12-14</i>	Long	✓			
	Gray	✓			
	Marsh	<i>A</i>			
	Kinion	✓			
	Petty	<i>A</i>			
	Tennant	✓			
	Schoppmeyer	✓			
	La Tour	✓			
	Mayor Jordan				

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Subject:	MARK ZWEIG, INC.:				
Motion To:	<i>2nd Read 3rd Read Pass</i>				
Motion By:		<i>Tennant</i>	<i>Tennant</i>		
Seconded:		<i>Gray</i>	<i>Gray</i>		
New Business D. 4 <i>passed</i> <i>5879</i>	Long	✓	✓	✓	
	Gray	✓	✓	✓	
	Marsh	<i>A</i>	<i>A</i>	<i>A</i>	
	Kinion	✓	✓	✓	
	Petty	<i>A</i>	<i>A</i>	<i>A</i>	
	Tennant	✓	✓	✓	
	Schoppmeyer	✓	✓	✓	
	La Tour	✓	✓	✓	
	Mayor Jordan				

6-0

6-0

6-0

Subject:		OZARKS ELECTRIC COOPERATIVE CORPORATION, INC.			
Motion To:			<i>2nd Read</i>	<i>3rd Read</i>	<i>Pass</i>
Motion By:			<i>Gray</i>	<i>Long</i>	
Seconded:			<i>Tennant</i>	<i>Gray</i>	
New Business D. 5 <i>Passed</i> <i>5880</i>	Long	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Gray	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Marsh	<i>A</i>	<i>A</i>	<i>A</i>	
	Kinion	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Petty	<i>A</i>	<i>A</i>	<i>A</i>	
	Tennant	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Schoppmeyer	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	La Tour	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Mayor Jordan				

*6-0**6-0**6-0*

Subject:		TREE PRESERVATION AREA MODIFICATION			
Motion To:					
Motion By:			<i>Approve</i>		
Motion By:			<i>Gray</i>		
Seconded:			<i>La Tour</i>		
New Business D. 6 <i>Passed</i> <i>122-142</i>	Long	<i>✓</i>			
	Gray	<i>✓</i>			
	Marsh	<i>A</i>			
	Kinion	<i>✓</i>			
	Petty	<i>A</i>			
	Tennant	<i>✓</i>			
	Schoppmeyer	<i>✓</i>			
	La Tour	<i>✓</i>			
	Mayor Jordan				

6-0



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: Blake Pennington, Assistant City Attorney

DATE: June 15, 2016

RE: Resolutions and Ordinances prepared by the City Attorney's Office and passed at the City Council meeting of June 7, 2016

1. A resolution to award bid # 16-23 and approve a contract with JBZ, Inc. d/b/a Ellingson Contracting in the amount of \$287,300.00 for the construction of kitchen renovations at the Fayetteville Senior Center; to approve a project contingency in the amount of \$30,153 .00; to approve change order no. 1 to reflect value engineering items and reduce the contract amount by \$53,560.00; and to approve a budget adjustment.
2. A resolution to award bid #16-31 and authorize the purchase of a 2016 Clement Starlight 3829 Tandem Axle Dump Trailer from Hilbilt Sales Corporation of Benton, Arkansas in the amount of \$39,590.00 plus applicable taxes for use at the City Wastewater Treatment Facilities.
3. A resolution to award bid #16-33 and authorize the purchase of two (2) 2016 Ford F-350 Flatbed Trucks from Superior Automotive Group of Siloam Springs, Arkansas in the total amount of \$66,558.00 for use at the City Wastewater Treatment Facilities.
4. A resolution to authorize the purchase of a 2016 Caterpillar 420F2 Backhoe from Riggs Cat of Springdale, Arkansas in the amount of \$95,620.00, pursuant to a National Joint Powers Alliance Cooperative Purchasing Agreement, for use by the Transportation Department.
5. A resolution to authorize the purchase of a 2016 Caterpillar 259D Skid Steer from Riggs Cat of Springdale, Arkansas in the amount of \$55,000.00, pursuant to a National Joint Powers Alliance Cooperative Purchasing Agreement, for use by the Water and Sewer Operations Division.

6. A resolution to approve the purchase of a 2013 Dodge Caravan from Lewis Automotive Group of Fayetteville, Arkansas in the amount of \$17,771.00 for use by the Airport Services Division, and to approve a budget adjustment.
7. A resolution to approve a Special Needs Assistance Program Grant Agreement with the U.S. Department of Housing and Urban Development in the amount of \$188,525.00 for the City to administer programs to provide rental assistance and supportive services to homeless Fayetteville residents.
8. A resolution to approve a Professional Engineering Services Agreement with Mcgoodwin, Williams and Yates, Inc. in an amount not to exceed \$182,077.00 for a water master plan update and for design, bidding and construction phase services for the replacement of approximately 3,000 feet of water line on Dinsmore Trail.
9. A resolution to authorize application for and acceptance of a 90/10 matching grant from the Federal Aviation Administration to provide funding for the taxiway lighting rehabilitation project at Drake Field, to approve a contract with H&H Electric, Inc. in the amount of \$222,755.00 for the project contingent upon a grant award, and to approve a budget adjustment authorizing the airport fund matching expense and recognizing grant revenue contingent upon approval of the grant application and receipt of grant funds.
10. A resolution to approve a lease agreement with the Board of Trustees of the University of Arkansas for the unoccupied banquet area in the airport terminal building to be used by the Osher Lifelong Learning Institute to conduct classes during the fall 2016 and spring 2017 semesters in the amount of \$25 .00 for each day the space is used.
11. A resolution to approve a one year lease agreement with Rogers, Inc. for office space in the airport terminal building in the amount of \$330.00 per month to provide in-flight catering services.
12. A resolution certifying to the Tax Collector of Washington County, Arkansas the costs of abating unsightly and unsanitary conditions and the razing and removal of a dilapidated and unsafe structure upon the property owned by U.S. Bank National Association at 550 West Skelton Street in the City of Fayetteville, Arkansas.
13. An ordinance to rezone that property described in rezoning petition RZN 16-5400 for approximately 1.43 acres located at the southeast corner of Persimmon and Broyles Avenue from R-A, Residential Agricultural and NC, Neighborhood Conservation to NC, Neighborhood Conservation and R-A, Residential Agricultural.
14. An ordinance to approve VAC 16-5404 submitted by Angela Stephens for property located at 1649 West Farmington Street to vacate portions of an access easement.

15. A resolution to approve a long term lease of the Spring and West parking lot with Theatre Squared, Inc. to construct a performance theater with educational and community event space.

16. An ordinance to waive the requirements of formal competitive bidding and approve a cost share agreement with Mark Zweig, Inc. for a water main upgrade along College Avenue between East Davidson Street and East Maple Street with the amount to be paid by the City of Fayetteville not to exceed \$73,100.40.

17. An ordinance to waive the requirements of formal competitive bidding and authorize a 25 year license agreement with Ozarks Electric Cooperative Corporation, Inc. for the purchase of 100 shares at the Ozarks Natural Energy Solar Facility in the amount of \$34,000.00.

18. A resolution to approve a modification to an existing tree preservation area at the Walton Arts Center for the purpose of installing public art.

City of Fayetteville, Arkansas

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



Meeting Agenda - Final Agenda

Tuesday, June 7, 2016

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:****1. [2016-0264](#)**

FIRST QUARTER FINANCIAL REPORT TO CITY COUNCIL

Agenda Additions:**A. Consent:****A. 1 [2015-0648](#)**

APPROVAL OF THE MAY 17, 2016 CITY COUNCIL MEETING MINUTES.

A. 2 [2016-0269](#)**BID #16-23 JBZ, INC. D/B/A ELLINGSON CONTRACTING:**

A RESOLUTION TO AWARD BID # 16-23 AND APPROVE A CONTRACT WITH JBZ, INC. D/B/A ELLINGSON CONTRACTING IN THE AMOUNT OF \$287,300.00 FOR THE CONSTRUCTION OF KITCHEN RENOVATIONS AT THE FAYETTEVILLE SENIOR CENTER; TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$30,153.00; TO APPROVE CHANGE ORDER NO. 1 TO REFLECT VALUE ENGINEERING ITEMS AND REDUCE THE CONTRACT AMOUNT BY \$53,560.00; AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:

[BID #16-23 JBZ, INC. D/B/A ELLINGSON CONTRACTING](#)

[BA BID #16-23 JBZ, INC. D/B/A ELLINGSON CONTRACTING](#)

A. 3 [2016-0257](#)**BID #16-31 HILBILT SALES CORPORATION:**

A RESOLUTION TO AWARD BID #16-31 AND AUTHORIZE THE PURCHASE OF A 2016 CLEMENT STARLIGHT 3829 TANDEM AXLE DUMP TRAILER FROM HILBILT SALES CORPORATION OF BENTON, ARKANSAS IN THE AMOUNT OF \$39,590.00 PLUS APPLICABLE TAXES FOR USE AT THE CITY WASTEWATER TREATMENT FACILITIES

Attachments: [BID #16-31 HILBILT SALES CORPORATION](#)

A. 4 [2016-0258](#)**BID #16-33 SUPERIOR AUTOMOTIVE GROUP:**

A RESOLUTION TO AWARD BID #16-33 AND AUTHORIZE THE PURCHASE OF TWO (2) 2016 FORD F-350 FLATBED TRUCKS FROM SUPERIOR AUTOMOTIVE GROUP OF SILOAM SPRINGS, ARKANSAS IN THE TOTAL AMOUNT OF \$66,558.00 FOR USE AT THE CITY WASTEWATER TREATMENT FACILITIES

Attachments: [BID #16-33 SUPERIOR AUTOMOTIVE GROUP](#)

A. 5 [2016-0256](#)**RIGGS CAT 2016 CATERPILLAR 420F2 BACKHOE:**

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A 2016 CATERPILLAR 420F2 BACKHOE FROM RIGGS CAT OF SPRINGDALE, ARKANSAS IN THE AMOUNT OF \$95,620.00, PURSUANT TO A NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING AGREEMENT, FOR USE BY THE TRANSPORTATION DEPARTMENT

Attachments: [RIGGS CAT 2016 CATERPILLAR 420F2 BACKHOE](#)

A. 6 [2016-0259](#)**RIGGS CAT 2016 CATERPILLAR 259D SKID STEER:**

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A 2016 CATERPILLAR 259D SKID STEER FROM RIGGS CAT OF SPRINGDALE, ARKANSAS IN THE AMOUNT OF \$55,000.00, PURSUANT TO A NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING AGREEMENT, FOR USE BY THE WATER AND SEWER OPERATIONS DIVISION

Attachments: [RIGGS CAT 2016 CATERPILLAR 259D SKID STEER](#)

A. 7 [2016-0260](#)**LEWIS AUTOMOTIVE GROUP:**

A RESOLUTION TO APPROVE THE PURCHASE OF A 2013 DODGE CARAVAN FROM LEWIS AUTOMOTIVE GROUP OF FAYETTEVILLE, ARKANSAS IN THE AMOUNT OF \$17,771.00 FOR USE BY THE AIRPORT SERVICES DIVISION, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: [LEWIS AUTOMOTIVE GROUP](#)
 [BA LEWIS AUTOMOTIVE GROUP](#)

A. 8 [2016-0147](#)**SPECIAL NEEDS ASSISTANCE PROGRAM GRANT AGREEMENT:**

A RESOLUTION TO APPROVE A SPECIAL NEEDS ASSISTANCE PROGRAM GRANT AGREEMENT WITH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT IN THE AMOUNT OF \$188,525.00 FOR THE CITY TO ADMINISTER PROGRAMS TO PROVIDE RENTAL ASSISTANCE AND SUPPORTIVE SERVICES TO HOMELESS FAYETTEVILLE RESIDENTS

Attachments: [SPECIAL NEEDS ASSISTANCE PROGRAM GRANT AGREEMENT](#)

A. 9 [2016-0223](#)**MCGOODWIN, WILLIAMS AND YATES, INC.:**

A RESOLUTION TO APPROVE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH MCGOODWIN, WILLIAMS AND YATES, INC. IN AN AMOUNT NOT TO EXCEED \$182,077.00 FOR A WATER MASTER PLAN UPDATE AND FOR DESIGN, BIDDING AND CONSTRUCTION PHASE SERVICES FOR THE REPLACEMENT OF APPROXIMATELY 3,000 FEET OF WATER LINE ON DINSMORE TRAIL

Attachments: [MCGOODWIN, WILLIAMS AND YATES, INC.](#)

A. 10 [2016-0239](#)**TAXIWAY LIGHTING REHABILITATION CONSTRUCTION GRANT APPLICATION:**

A RESOLUTION TO AUTHORIZE APPLICATION FOR AND ACCEPTANCE OF A 90/10 MATCHING GRANT FROM THE FEDERAL AVIATION ADMINISTRATION TO PROVIDE FUNDING FOR THE TAXIWAY LIGHTING REHABILITATION PROJECT AT DRAKE FIELD, TO APPROVE A CONTRACT WITH H&H ELECTRIC, INC. IN THE AMOUNT OF \$222,755.00 FOR THE PROJECT CONTINGENT UPON A GRANT AWARD, AND TO APPROVE A BUDGET ADJUSTMENT AUTHORIZING THE AIRPORT FUND MATCHING EXPENSE AND RECOGNIZING GRANT REVENUE CONTINGENT UPON APPROVAL OF THE GRANT APPLICATION AND RECEIPT OF GRANT FUNDS

Attachments: [TAXIWAY LIGHTING REHABILITATION CONSTRUCTION GRANT APPLICATION](#)
[BA_TAXIWAY LIGHTING REHABILITATION CONSTRUCTION GRANT APPLICATION](#)

A. 11 [2016-0243](#)**UNIVERSITY OF ARKANSAS OSHER LIFELONG LEARNING INSTITUTE LEASE AGREEMENT:**

A RESOLUTION TO APPROVE A LEASE AGREEMENT WITH THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ARKANSAS FOR THE UNOCCUPIED BANQUET AREA IN THE AIRPORT TERMINAL BUILDING TO BE USED BY THE OSHER LIFELONG LEARNING INSTITUTE TO CONDUCT CLASSES DURING THE FALL 2016 AND SPRING 2017 SEMESTERS IN THE AMOUNT OF \$25.00 FOR EACH DAY THE SPACE IS USED

Attachments: [UNIVERSITY OF ARKANSAS OSHER LIFELONG LEARNING INSTITUTE LEASE AGREEMENT](#)

A. 12 [2016-0271](#)**ROGERS, INC.:**

A RESOLUTION TO APPROVE A ONE YEAR LEASE AGREEMENT WITH ROGERS, INC. FOR OFFICE SPACE IN THE AIRPORT TERMINAL BUILDING IN THE AMOUNT OF \$330.00 PER MONTH TO PROVIDE IN-FLIGHT CATERING SERVICES

Attachments: [Rogers, Inc.](#)

B. Public Hearing:

B. 1 [2016-0190](#)**550 WEST SKELTON STREET:**

A RESOLUTION CERTIFYING TO THE TAX COLLECTOR OF WASHINGTON COUNTY, ARKANSAS THE COSTS OF ABATING UNSIGHTLY AND UNSANITARY CONDITIONS AND THE RAZING AND REMOVAL OF A DILAPIDATED AND UNSAFE STRUCTURE UPON THE PROPERTY OWNED BY U.S. BANK NATIONAL ASSOCIATION AT 550 WEST SKELTON STREET IN THE CITY OF FAYETTEVILLE, ARKANSAS

Attachments: [550 WEST SKELTON STREET](#)

C. Unfinished Business:**C. 1** [2016-0248](#)**FALLING WATERS APPEAL:**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 16-5385 FOR APPROXIMATELY 35.31 ACRES ON DEAD HORSE MOUNTAIN ROAD FROM R-A, RESIDENTIAL AGRICULTURE TO RSF-2, RESIDENTIAL SINGLE FAMILY, 2 UNITS PER ACRE SUBJECT TO A BILL OF ASSURANCE LIMITING DEVELOPMENT TO 51 HOMES

(LEFT ON FIRST READING)

Attachments: [FALLING WATERS APPEAL](#)

At the May 17, 2016 this item was left on the first reading

D. New Business:**D. 1** [2016-0266](#)**RZN 16-5400 (SOUTHEAST CORNER OF PERSIMMON & BROYLES AVE./CROSS KEYS SOUTH SD):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 16-5400 FOR APPROXIMATELY 1.43 ACRES LOCATED AT THE SOUTHEAST CORNER OF PERSIMMON AND BROYLES AVENUE FROM R-A, RESIDENTIAL AGRICULTURAL AND NC, NEIGHBORHOOD CONSERVATION TO NC, NEIGHBORHOOD CONSERVATION AND R-A, RESIDENTIAL AGRICULTURAL

Attachments: [RZN 16-5400 \(SOUTHEAST CORNER OF PERSIMMON & BROYLES AVE./CROSS KEYS SOUTH SD\)](#)

D. 2 [2016-0255](#)**VAC 16-5404 (1649 W. FARMINGTON ST./STEVENS):**

AN ORDINANCE TO APPROVE VAC 16-5404 SUBMITTED BY ANGELA STEPHENS FOR PROPERTY LOCATED AT 1649 WEST FARMINGTON STREET TO VACATE PORTIONS OF AN ACCESS EASEMENT

Attachments: [VAC 16-5404 \(1649 W. FARMINGTON ST./STEVENS\)](#)

D. 3 [2016-0278](#)**THEATRE SQUARED, INC.:**

A RESOLUTION TO APPROVE A LONG TERM LEASE OF THE SPRING AND WEST PARKING LOT WITH THEATRE SQUARED, INC. TO CONSTRUCT A PERFORMANCE THEATER WITH EDUCATIONAL AND COMMUNITY EVENT SPACE

Attachments: [THEATRE SQUARED, INC.](#)
 [Additional Theatre Squared, Inc.](#)

D. 4 [2016-0276](#)**MARK ZWEIG, INC.:**

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A COST SHARE AGREEMENT WITH MARK ZWEIG, INC. FOR A WATER MAIN UPGRADE ALONG COLLEGE AVENUE BETWEEN EAST DAVIDSON STREET AND EAST MAPLE STREET WITH THE AMOUNT TO BE PAID BY THE CITY OF FAYETTEVILLE NOT TO EXCEED \$73,100.40

Attachments: [MARK ZWEIG, INC.](#)

D. 5 [2016-0272](#)**OZARKS ELECTRIC COOPERATIVE CORPORATION, INC.:**

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND AUTHORIZE A 25 YEAR LICENSE AGREEMENT WITH OZARKS ELECTRIC COOPERATIVE CORPORATION, INC. FOR THE PURCHASE OF 100 SHARES AT THE OZARKS NATURAL ENERGY SOLAR FACILITY IN THE AMOUNT OF \$34,000.00

Attachments: [OZARKS ELECTRIC COOPERATIVE CORPORATION, INC.](#)

D. 6 [2016-0273](#)**TREE PRESERVATION AREA MODIFICATION:**

A RESOLUTION TO APPROVE A MODIFICATION TO AN EXISTING TREE PRESERVATION AREA AT THE WALTON ARTS CENTER FOR THE PURPOSE OF INSTALLING PUBLIC ART

Attachments: [TREE PRESERVATION AREA MODIFICATION](#)

E. City Council Agenda Session Presentations:**E. 1** [2016-0245](#)

AGENDA SESSION PRESENTATION - CH2M ANNUAL REPORT, BILLY AMMONS

E. 2 [2016-0250](#)

AGENDA SESSION PRESENTATION - TRAIL CONSTRUCTION STATUS UPDATE - MATT MIHALEVICH

F. City Council Tour:**G. Announcements:****H. 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 479-575-8330.

A copy of the complete City Council agenda is available at www.fayetteville-ar.gov or in the office of the City Clerk, 113 W. Mountain, Fayetteville, Arkansas.

LEASE AGREEMENT

BETWEEN

THE CITY OF FAYETTEVILLE, ARKANSAS

and

THEATRE SQUARED, INC.

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Exhibit A	Description of Real Property
Exhibit B	Plan of Development
Exhibit C	Memorandum of Lease

LEASE AGREEMENT

This Lease Agreement from the City of Fayetteville, Arkansas to Theatre Squared, Inc. is effective upon the approval by the Fayetteville City Council by Resolution and signature of Mayor Lioneld Jordan and the approval of the Board of Directors of Theatre Squared, Inc. and authorized signature of its Chairperson.

RECITALS:

The term of the lease does not begin to run nor is possession of the City's parking lot upon which Theatre Squared, Inc.'s project is to be built transferred to Theatre Squared, Inc. until its Large Scale Development (or similar development proposal) has been approved by the Fayetteville Planning Commission or Fayetteville City Council and Theatre Squared, Inc. certifies to the City of Fayetteville that it has the finances in hand or properly pledged to the City's satisfaction to construct a substantial (majority) portion of its project. The City of Fayetteville acknowledges that Theatre Squared may be required to complete its project in phases or stages over several years.

In consideration of the terms and conditions contained herein, the sufficiency of which is acknowledged by the City of Fayetteville, Arkansas and Theatre Squared, Inc., the parties agree as follows:

(1) **Premises and Improvements Leased.** Subject to the terms and conditions set forth in this Lease Agreement, the City of Fayetteville, Arkansas leases and lets the Premises located at the corner of West Avenue and Spring Street in Fayetteville as more particularly described in Exhibit "A" unto Theatre Squared, Inc. who hereby accepts the Premises as is.

(2) **Term.**

(A) *Initial Term.* Unless sooner terminated as set forth below, the term of this Lease Agreement shall be twenty-five (25) years, commencing after the date City of Fayetteville, Arkansas and Theatre Squared, Inc. execute this Lease Agreement and

when Theatre Squared, Inc. obtains approval of its Large Scale Development or similar development proposal from the Planning Commission or City Council and certifies to the City of Fayetteville that Theatre Squared, Inc. has the finances in hand to construct a substantial (majority) portion of its project. This date shall be denoted the “**Lease Commencement Date**” and shall continue through the last day of the month at 5:00 PM CST in which the twenty-fifth (25th) anniversary of the Lease Commencement Date occurs.

(B) *Second Term.* At the end of the original Term, Theatre Squared, Inc. shall have the option to extend the Term of this Lease Agreement for a second period of twenty-five (25) years subject to the terms and conditions herein set forth, provided Theatre Squared, Inc. has continued to abide by all of its promises, commitments, representations and warranties of this Lease Agreement and is not otherwise in default. Theatre Squared, Inc. may execute its option to extend the Term by providing written notice to the City of Fayetteville, Arkansas at least six (6) months prior to the expiration of the original Term. After receipt of Theatre Squared, Inc.’s written notice to extend its rental term, the City shall within one month notify Theatre Squared, Inc. in writing if the City believes that Theatre Squared, Inc. has failed to abide by any of its promises, commitments, representations or warranties or otherwise is in default of this Lease Agreement. Theatre Squared, Inc. shall have at least 5 months thereafter to cure any such alleged default or failure.

(C) *Third Term.* At the end of the second Term, Theatre Squared, Inc. shall have the option to extend the Term of this Lease Agreement for a third period of twenty-five (25) years subject to the terms and conditions herein set forth, provided Theatre

Squared, Inc. has continued to abide by all of its promises, commitments, representations and warranties of this Lease Agreement and is not otherwise in default. Theatre Squared, Inc. may execute its option to extend the Term by providing written notice to the City of Fayetteville, Arkansas at least six (6) months prior to the expiration of the second Term. After receipt of Theatre Squared, Inc.'s written notice to extend its rental term, the City shall within one month notify Theatre Squared, Inc. in writing if the City believes that Theatre Squared, Inc. has failed to abide by any of its promises, commitments, representations or warranties or otherwise is in default of this Lease Agreement. Theatre Squared, Inc. shall have at least 5 months thereafter to cure any such alleged default or failure.

- (D) *Fourth Term.* At the end of the third Term, Theatre Squared, Inc. shall have the option to extend the Term of this Lease Agreement for a fourth period of twenty-five (25) years subject to the terms and conditions herein set forth, provided Theatre Squared, Inc. has continued to abide by all of its promises, commitments, representations and warranties of this Lease Agreement and is not otherwise in default. Theatre Squared, Inc. may execute its option to extend the Term by providing written notice to the City of Fayetteville, Arkansas at least six (6) months prior to the expiration of the third Term. After receipt of Theatre Squared, Inc.'s written notice to extend its rental term, the City shall within one month notify Theatre Squared, Inc. in writing if the City believes that Theatre Squared, Inc. has failed to abide by any of its promises, commitments, representations or warranties or otherwise is in default of this Lease Agreement. Theatre Squared, Inc. shall have at least 5 months thereafter to cure any such alleged default or failure.

(3) **Rental.** As primary rental for the Premises Theatre Squared, Inc. agrees to faithfully perform all of the Representations and Warranties of Theatre Squared, Inc. contained in Paragraph 36 of this Lease Agreement. As additional rental, Theatre Squared, Inc. shall pay in full on a timely basis all costs, expenses, fees, and assessments owed in connection with any Theatre Squared, Inc.'s development and construction upon the site.

(4) **Theatre Squared, Inc.'s Development and Construction of its theatrical performance facilities and ancillary facilities.** As a primary consideration to support this Lease Agreement, Theatre Squared, Inc. agrees that it will fund raise and construct a major theatrical performance facility on the Premises. Ancillary facilities including offices, parking and loading areas and customer convenience facilities such as: a restaurant or coffee shop, a retail or gift shop, a residential facility for visiting performance artists, directors, playwrights, set, lighting, costume and similar designers, and community meeting and educational areas, etc. may also be constructed in harmony with the principal theater on the Premises.

(5) **Taxes.** As additional rental, Theatre Squared, Inc. shall pay, before they become delinquent, all ad valorem taxes, if any, and special or general assessments, if any, lawfully levied or assessed against the Premises, or which may become a lien against the Premises, or which become due and payable during the term hereof. Upon giving notice to City of Fayetteville, Arkansas, Theatre Squared, Inc. may, in good faith and in the manner provided by law, contest any such tax or assessment against the Premises; provided, all costs and expenses incident to contesting such taxes or assessments shall be paid by Theatre Squared, Inc., and Theatre Squared, Inc. shall: (i) if necessary to prevent any sale of the Premises or any loss or damage to City of Fayetteville, Arkansas, pay such tax or assessment under protest; (ii) in the event of an adjudication adverse to Theatre Squared, Inc., promptly pay such tax or assessment; (iii) indemnify and hold City of Fayetteville, Arkansas harmless

against any losses or damages arising from such contest; (iv) take all such other actions as may be reasonably necessary to prevent any such sale or loss; and (v) before such taxes or assessments become delinquent, deliver to City of Fayetteville, Arkansas proof of Theatre Squared, Inc.'s timely and full payment of all such taxes and assessments. The duty of indemnification shall survive the expiration or termination of this Agreement. Additionally, nothing contained in this provision shall be a waiver of City of Fayetteville, Arkansas's right, at City of Fayetteville, Arkansas's cost, to challenge the imposition of any type or kind of taxes on the Premises.

(6) **Insurance.** Nothing contained herein shall obligate or otherwise require City of Fayetteville, Arkansas to procure or maintain any insurance pertaining to the Premises. Theatre Squared, Inc. will constantly at its sole cost and expense keep the Premises insured under special form policies of fire and extended coverage for its full insurable value, with vandalism, sprinkler leakage, and malicious mischief insurance, and such other reasonable additional coverages as may from time to time be designated by City of Fayetteville, Arkansas, including, without limitation, all-risk coverage, boiler and machinery insurance, flood insurance and earthquake insurance added as endorsements to said insurance policy. This insurance must be maintained with a reliable insurance company or companies licensed to do business in the state of Arkansas. These policies shall also include a replacement cost coverage endorsement and must meet all coinsurance requirements of the insurer, in an amount affording coverage of not less than eighty percent (80%) of the full insurable value of the Premises. Such policy or policies shall provide that coverage is noncancelable without thirty (30) days prior written notice to City of Fayetteville, Arkansas.

Theatre Squared, Inc. further agrees to carry and maintain commercial general liability insurance written as primary coverage with a reliable insurance company licensed to do business in the state of Arkansas, and acceptable to City of Fayetteville, Arkansas, covering occurrences

that may arise on the Premises as a result of the operations thereon, in amounts not less than \$1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage and \$3,000,000 per occurrence of combined bodily injury and property damage. All policies required by this provision shall be jointly payable to the Theatre Squared, Inc. and the City.

(7) **Waiver of Subrogation Rights.** City of Fayetteville, Arkansas and Theatre Squared, Inc. each hereby waive their respective rights of subrogation against the other for any and all claims and causes of action whatsoever arising out of any injury upon, or loss or damage to, the Premises, or any part thereof, resulting from any risk or peril insured against by any of the insurance policies herein required or purchased by the Theatre Squared, Inc. City of Fayetteville, Arkansas and Theatre Squared, Inc. shall each promptly notify their respective insurers of such waiver of subrogation rights.

(8) **Maintenance by Theatre Squared, Inc.** Theatre Squared, Inc. shall, at its sole cost, risk and expense: (i) maintain the Premises in good condition and repair, excepting therefrom only normal, reasonable wear and use; (ii) keep the Premises in a clean, safe and sanitary condition; (iii) make, or cause to be made, all necessary repairs, whether interior, exterior or structural, on the Premises; and (iv) provide for the reasonable care, landscaping and cleaning of the Premises.

(9) **Utilities.** Theatre Squared, Inc. shall, at its sole cost and expense, provide utilities for the Premises, including without limitation all initial installation or connection fees or charges, and all monthly fees, service charges or late charges for electricity, television, cable, telephones, water, gas, sewer and garbage service, or any other expenses arising out of, or incident to Theatre Squared, Inc.'s occupancy of the Premises.

(10) **Surrender of Premises.** At the termination under this Lease Agreement or the expiration and non-renewal of a Term: (i) Theatre Squared, Inc. shall surrender and deliver to City of

Fayetteville, Arkansas the Premises in good repair and condition, excepting therefrom only damage by fire, tornado or other casualty and normal, reasonable wear and use; and (ii) all improvements and fixtures affixed to the Premises shall be and remain the sole property of City of Fayetteville, Arkansas without any payment whatsoever by City of Fayetteville, Arkansas to Theatre Squared, Inc. or any offset in favor of Theatre Squared, Inc. against City of Fayetteville, Arkansas.

(11) **No Offsets.** In the event Theatre Squared, Inc. shall have any claim whatsoever against City of Fayetteville, Arkansas, such claim may not be offset against the rental considerations.

(12) **Theatre Squared, Inc.'s Use.** Theatre Squared, Inc. shall use and occupy the Premises as a nonprofit performance arts theater for citizens of Fayetteville and surrounding area. Theatre Squared, Inc. may provide or contract for related ancillary support services and educational activities for Fayetteville citizens, school children and others. At all times Theatre Squared, Inc. shall conduct its business and control its agents, employees, invitees, licensees, and all other persons entering upon the Premises, or any part thereof, under the authority or by permission of Theatre Squared, Inc., in such a manner as is lawful and reputable. Theatre Squared, Inc. shall not permit, allow or otherwise suffer any operations to be conducted on the Premises that would cause the suspension or cancellation of the fire and extended coverage insurance policies required under Paragraph 5. Theatre Squared, Inc., in the use and occupancy of the Premises, and in the conduct of its business thereon, shall at all times comply with all applicable plat or zoning restrictions, deed restrictions, and all other laws, statutes, ordinances, or regulations applicable to the Premises, and Theatre Squared, Inc. shall, at its sole cost and expense, secure and maintain all necessary licenses and permits required for the conduct of its business upon the Premises.

(13) **Abatement of Theatre Squared, Inc.'s Obligations.** Theatre Squared, Inc.'s obligations and duties pursuant to this Lease Agreement, including without limitation its obligations

under this Lease Agreement, shall not be abated, terminated or diminished during any period that the Premises, or any part thereof, are untenable, except as provided in Paragraphs 14, 18 or 19; provided, however, that Theatre Squared, Inc. shall remain responsible to pay all amounts required to be paid under this Lease Agreement and that became due and owing prior to the events identified in Paragraphs 14, 18 or 19.

(14) **Restoration of Improvements.** In the event any or all improvements to the Premises are either partially or entirely destroyed or damaged by any cause whatsoever, Theatre Squared, Inc. shall notify City of Fayetteville, Arkansas of such loss or damage. Thereafter, Theatre Squared, Inc. shall, at its sole cost, risk and expense, promptly commence and diligently complete, or cause to be promptly commenced and diligently completed: (i) the removal of any debris on the Premises, salvaging to the extent economically feasible any salvageable or reusable materials remaining thereon, and Theatre Squared, Inc. shall promptly alleviate any dangerous conditions existing on the Premises as a result of such damage or destruction; and (ii) the repair and restoration of the Premises, so that upon the completion of such repairs and restoration, the Premises will (a) be suitable for Theatre Squared, Inc.'s use, (b) have a commercial value at least as great as that before such loss or destruction, and (c) retain, to the extent practicable, the same appearance and character. If such loss, damage or destruction results from a casualty covered by one or more policies of casualty insurance, the proceeds of such policies shall, to the extent necessary, be paid to Theatre Squared, Inc. as reimbursement for its reasonable expenses incurred in the repair and restoration of the Premises; provided, however, prior to the payment to Theatre Squared, Inc. of the proceeds of such insurance policies, Theatre Squared, Inc. shall deliver to City of Fayetteville, Arkansas satisfactory evidence of the completion of such repairs and restoration, and the cost thereof, and the reasonableness of all such costs. If the proceeds from such insurance policies are insufficient to reimburse Theatre Squared, Inc.

for its expenditures relating to the repair and restoration of the Premises, Theatre Squared, Inc. alone shall bear all costs of such repairs and restoration which are in excess of the proceeds of such insurance policies. In the event the proceeds of such insurance policies are greater than the sums required to repair and restore the Premises, all such remaining sums shall be the sole property of Theatre Squared, Inc.

(15) **Waste - Liens.** Theatre Squared, Inc. shall not allow or suffer: (i) any waste of the Premises; or (ii) permit, by reason of any act of Theatre Squared, Inc. or failure by Theatre Squared, Inc. to perform any act required herein, any liens or other encumbrances to attach to, or to exist against, the Premises.

(16) **Indemnification.** Theatre Squared, Inc. shall indemnify, defend, save and hold harmless City of Fayetteville, Arkansas from and against all liabilities, claims, losses, damages, fines or causes of action (including without limitation all costs of court, investigation, or attorney's fees incurred in connection with such causes of action or claims and any appellate litigation) due to any death or personal injury to any person whomsoever or any property damage whatsoever arising out of, from, or pertaining to:

- (A) Theatre Squared, Inc.'s operations or the conduct of its business upon the Premises, including without limitation any condition pertaining to the Premises attributable thereto; and
- (B) Any breach violation, or nonperformance of any term, covenant, or provision under this Lease Agreement by Theatre Squared, Inc., its employees, invitees, licensees and agents.

If City of Fayetteville, Arkansas is made a party to any suit or legal action for damages arising from the negligence or other actions of Theatre Squared, Inc., its employees, invitees, licensees, or

agents (including any of the causes enumerated above), City of Fayetteville, Arkansas shall give notice to Theatre Squared, Inc. of such suit or legal action and Theatre Squared, Inc. shall thereupon assume all burden, cost and expense incident to the defense, investigation, and settlement of such cause of action or claim, including all costs of court, investigation and attorney's fees in connection therewith, and Theatre Squared, Inc. shall promptly pay any judgment which may be obtained in such suit or legal action against the City of Fayetteville, Arkansas. The City of Fayetteville does not waive its statutory sovereign immunity nor does Theatre Squared, Inc. waive any charitable immunity by any provision within this Lease Agreement.

(17) **Assignment and Subletting.** Subject to Section 39, Theatre Squared, Inc. may not assign, sublet, mortgage or otherwise encumber its interest or estate in the Premises, or any part thereof, or its rights pursuant to this Lease Agreement, without the prior written consent of City of Fayetteville, Arkansas, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Lessee shall be permitted to allow use of the Premises by art-related entities and resident companies. Temporary subletting of community meeting or education space and subletting portions of its planned residential facilities to visiting performance artists; playwrights; set, lighting, costume and similar designers; and directors around the period of their performances, rehearsals for said performances or artistic work at the Theatre Squared, Inc.'s theater are authorized without further Resolution of the City Council. Any assignment or subletting by Theatre Squared, Inc. shall not act or release Theatre Squared, Inc. from its obligations pursuant to this Lease Agreement.

(18) **Total Condemnation of the Premises.** If, during the term under this Lease Agreement, all or a substantial part of the Premises are condemned by an entity having the power of eminent domain, and if such condemnation will materially interfere with Theatre Squared, Inc.'s use

of the Premises so that the Premises cannot be made suitable for occupation by reasonable repairs or restoration, or if the Premises are sold to such condemning authority or entity under the threat of condemnation, then Theatre Squared, Inc. may terminate this Lease Agreement by giving notice thereof to City of Fayetteville, Arkansas; thereafter, any award of damages in connection with such condemnation proceedings, or the proceeds of any such sale made to such condemning authority, shall be and remain the sole property of Theatre Squared, Inc. as to the value of any improvements and the sole property of the City of Fayetteville, Arkansas with regard to the value of land or real property taken.

(19) **Partial Condemnation of the Premises.** In the event less than a substantial portion of the Premises is taken or condemned by an entity having the power of eminent domain, or sold to such entity under the threat of condemnation, so that such condemnation or sale will not materially interfere with Theatre Squared, Inc.'s use of the Premises, this Lease Agreement shall not terminate, and Theatre Squared, Inc. shall, at its sole expense, cost and risk, promptly commence and diligently complete, or cause to be promptly commenced and diligently completed, the repair and restoration of the Premises, so that upon the completion of such repairs and restoration the Premises will, to the extent practicable, be suitable for use by Theatre Squared, Inc. and retain the same basic appearance, character and commercial value as immediately preceding such condemnation or sale.

(20) **Holding Over.** In the event Theatre Squared, Inc. shall hold over on the Premises, or any part thereof, after the termination under this Lease Agreement or the expiration of the Term or any extension, unless otherwise agreed in writing such holding over shall constitute and be construed as a tenancy from year to year only.

(21) **Inspection.** City of Fayetteville, Arkansas, acting through its authorized agents and representatives, shall have the right to enter upon the Premises at any and all reasonable times

for the purpose of inspecting the general state of repair and condition of the Premises, or for any other reasonable purpose whatsoever, including, but not limited to, emergencies.

(22) **Default.** Any or all of the following shall constitute an event of default ("Event of Default") pursuant to the terms under this Lease Agreement:

- (A) Theatre Squared, Inc.'s failure for any reason whatsoever to comply with the terms, covenants, conditions and agreements contained herein including its Representations and Warranties of Paragraph 36 or to promptly discharge any and all of its obligations and duties pursuant hereto, including without limitation Theatre Squared, Inc.'s failure to pay any sum herein required or failure to provide proof of payment of same;
- (B) The filing of a petition in bankruptcy by or against Theatre Squared, Inc. pursuant to any section or chapter of the Bankruptcy Code, as amended, or any other similar law or statute of the United States of America or any state thereof, or entering into any agreement, plan of reorganization or composition with creditors, or any committee thereof;
- (C) Theatre Squared, Inc.'s becoming insolvent or making a transfer or assignment for the benefit of creditors;
- (D) The appointment of a receiver or trustee for all, or a substantial part, of Theatre Squared, Inc.'s assets; or
- (E) The issuance of process for execution upon or the attachment of Theatre Squared, Inc.'s property upon, or interest in, the Premises.

(23) **Remedies.** Upon the occurrence of any Event of Default, Theatre Squared, Inc. waives all statutory rights of ejectment, and City of Fayetteville, Arkansas shall have the option of

pursuing any one or more of the following remedies upon written notice to Theatre Squared, Inc. If such default is pursuant to a cause shown in (22) (A), Theatre Squared, Inc. shall be notified by the City in writing pursuant to paragraph 35 and have three months from such notice to respond and cure such default prior to its ejectment from the Premises:

- (A) Terminate this Lease Agreement, in which event Theatre Squared, Inc. shall promptly surrender the Premises to City of Fayetteville, Arkansas, and, if Theatre Squared, Inc. fails to do so, City of Fayetteville, Arkansas may, without prejudice to any other remedy which it may have for possession of the Premises or the collection of any arrearages in rental payments, enter upon, and take possession of, the Premises and expel or remove any agent, representative or employee of Theatre Squared, Inc. or any other person who may be occupying the Premises, or any part thereof, under the authority of Theatre Squared, Inc., without being liable for prosecution of any claim for damages therefore; Theatre Squared, Inc. agrees to pay to City of Fayetteville, Arkansas on demand the amount of all losses and damages which City of Fayetteville, Arkansas may suffer by reason of such termination, whether through an inability to relet the Premises on satisfactory terms or otherwise;
- (B) Enter upon or take possession of the Premises and expel or remove any agent, representative or employee of Theatre Squared, Inc., or any other person occupying the Premises, or any part thereof, under the authority of Theatre Squared, Inc., without being liable for prosecution or any claim for damages therefore; or
- (C) Enter upon the Premises without being liable for prosecution or any claims for damages therefore, and do and perform whatever acts Theatre Squared, Inc. is

obligated to do pursuant to the terms under this Lease Agreement. Theatre Squared, Inc. shall reimburse City of Fayetteville, Arkansas on demand for any expenses which City of Fayetteville, Arkansas may incur in thus affecting compliance with Theatre Squared, Inc.'s obligations pursuant hereto, including, without limitation, all court costs and attorney's fees.

(24) **No Waiver.** The waiver by the City of Fayetteville or Theatre Squared, Inc. of any breach or violation of any provision under this Lease Agreement shall not act or be construed as a waiver of any prior or subsequent breach hereof, nor shall the pursuit of any of the foregoing remedies (as set forth in Paragraph 23) preclude the pursuit of any other remedies provided herein or applicable law, nor shall the pursuit of any remedy provided herein or by applicable law constitute a forfeiture or waiver of any payments or other sums payable to City of Fayetteville, Arkansas pursuant hereto, or of any damages accruing to City of Fayetteville, Arkansas by reason of Theatre Squared, Inc.'s violation of any of the terms, conditions, and covenants contained herein.

(25) **Quiet Enjoyment.** City of Fayetteville, Arkansas warrants and represents to Theatre Squared, Inc. that it has the right and power to execute and perform this Lease Agreement and that Theatre Squared, Inc., upon the payment of rental and the performance of the other covenants and terms contained herein, shall peaceably and quietly have, hold, and enjoy the Premises during the full term under this Lease Agreement.

(26) **Further Assurances.** From time to time, and at all times, City of Fayetteville, Arkansas and Theatre Squared, Inc. shall do all such further acts as may be reasonably required to fully perform and carry out the terms and intent under this Lease Agreement.

(27) **Entire Agreement.** This Lease Agreement constitutes the sole and only agreement between City of Fayetteville, Arkansas and Theatre Squared, Inc. concerning the subject matter

hereof and supersedes all prior agreements, arrangements or understandings, if any, whether written or oral, relating to the subject matter hereof.

(28) **Severability.** In case any one or more of the provisions contained in this agreement shall for any reason whatsoever be held invalid, illegal or otherwise unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Lease Agreement shall be construed as if such illegal, invalid or unenforceable provision had never been contained as a part hereof.

(29) **Applicable Law.** This Lease Agreement shall be interpreted and construed, and the respective rights of City of Fayetteville, Arkansas and Theatre Squared, Inc. governed, according to the laws of the State of Arkansas. Nothing contained in this Lease Agreement shall be deemed, construed or operate as a waiver of any immunities to suit available to the Theatre Squared, Inc., the City or their respective trustees, officials, or employees.

(30) **Venue.** The venue of any suit, cause of action or other legal proceeding pertaining to this Lease Agreement shall be in Washington County, Arkansas.

(31) **Amendment.** This Lease Agreement may only be amended by a writing executed by both City of Fayetteville, Arkansas and Theatre Squared, Inc., and thereafter duly delivered by each respectively to the other and incorporated by reference as a part hereof.

(32) **Headings.** The headings of the respective articles or paragraphs under this Lease Agreement are for the purpose and convenience of reference only, and are not intended to be a part of, or to affect the meaning and interpretation of, this Lease Agreement. The Recitals as the beginning of the Lease Agreement are and shall be construed in harmony with all other substantive provisions of this Lease Agreement.

(33) **Recorded Memorandum.** Concurrently with the execution and delivery under

this Lease Agreement, City of Fayetteville, Arkansas and Theatre Squared, Inc. shall execute, deliver and promptly file for record in the deed records of Washington County, Arkansas, a memorandum evidencing this Lease Agreement in substantially the same form as the attached Exhibit “C”, to which reference is made for all purposes.

(34) **Binding Effect.** This Lease Agreement is binding upon and shall inure to the benefit of the City of Fayetteville, Arkansas and Theatre Squared, Inc. and their respective successors in title and permitted assigns.

(35) **Notices.** All notices, information, offers, payments of rental, or other communications herein required or permitted, shall be in writing and shall be properly given, made or sent when delivered personally to the below identified representative of such party addressed in such writing, or when mailed by prepaid certified or registered mail, return receipt requested, or by overnight delivery service, to such party at its respective address as follows:

If to City of Fayetteville, Arkansas:

Office of the Mayor
113 West Mountain St.
Fayetteville, AR 72701

If to Theatre Squared, Inc.:

Theatre Squared, Inc.
112 West Center Street, Ste. 440
Fayetteville, AR 72701
Attention: Executive Director

or to such other respective addresses either City of Fayetteville, Arkansas or Theatre Squared, Inc. may hereafter designate and give notice thereof to the other.

(36) **Representations and Warranties of Theatre Squared, Inc.** Theatre Squared, Inc. hereby covenants and warrants to City of Fayetteville, Arkansas that:

(A) Theatre Squared, Inc. is a not-for-profit corporation incorporated pursuant to the

laws of the State of Arkansas, has duly paid all applicable franchise taxes and charter fees, and is duly authorized to do business in the State of Arkansas;

(B) The undersigned individual, acting as the duly authorized agent of Theatre Squared, Inc., has full power and authority to execute this Lease Agreement as the act and deed of Theatre Squared, Inc.; provided, however, Theatre Squared, Inc.'s taking possession of the Premises, or any part thereof, shall be conclusively deemed as Theatre Squared, Inc.'s ratification under this Lease Agreement; and Theatre Squared, Inc. has fully and completely inspected the Premises, and as of the effective date hereof the Premises are adequate and sufficient for the purposes for which they are herein leased.

(C) At all times during the Term, Theatre Squared, Inc. shall operate, manage and maintain the Premises at the corner of West Avenue and Spring Street in Fayetteville, Arkansas competently and in a manner that is at least as highly professional as the quality and quantity of Theatre Squared, Inc.'s performances and activities which occurred in 2015. This performance requirement shall be temporarily suspended for required repairs, remodeling or renovations.

(D) Theatre Squared, Inc. shall ensure that its sublessees and residential tenants shall behave appropriately and legally, and not unreasonably disturb its neighbors.

(37) **Execution.** This Lease Agreement was executed by City of Fayetteville, Arkansas and Theatre Squared, Inc. on the dates shown respectively on the acknowledgments of each, but is effective for all purposes on the effective date as set forth above.

(38) **Counterparts.** This Lease Agreement may be executed in multiple counterparts, each of which shall be deemed an original and together shall constitute one and the same

instrument. Signatures transmitted electronically via PDF copy or via facsimile shall be binding and make this Lease Agreement effective.

(39) **Construction Financing.** City acknowledges that Theatre Squared, Inc. intends to obtain financing for the construction of the theatrical performance facility on the Premises. In order to facilitate the approval of financing, and subject to City's reasonable approval of the lender, City agrees that Theatre Squared, Inc., may mortgage its interest in this Lease to its lender. The parties acknowledge and agree that City shall in no way be liable to pay any sums due by Theatre Squared, Inc. to mortgagee nor shall City be obligated to perform the obligations of Theatre Squared, Inc. under any such mortgage. In the event of a tenant default under the lease per Paragraph 22, the mortgagor will give mortgagee, or its assignee or designee, the right to assume the rights and obligations of Theatre Squared, Inc. The assignment of these rights and obligations to a tenant or tenants satisfying the conditions of the Lease will be subject to approval by the City as specified in Paragraph 17. The mortgagee, its assignee or designee, may be permitted to hold the Premises without the commercial operation thereof for such period of time as may be necessary to find such a substitute non-profit corporation capable of satisfying the conditions set forth in Paragraph 36. City agrees to give the mortgagee notice of any default by Theatre Squared, Inc. and a period of not less than thirty (30) days to cure any default on Theatre Squared, Inc's behalf. City also agrees to timely execute any commercially reasonable estoppel certificates or subordination, non-disturbance or attornment agreements as Theatre Squared's lender, its assignee or designee, may request.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Mayor

ATTEST:

City Clerk

Date: _____, 2016

THEATRE SQUARED, INC.

By: *Kevin Carver*
Title: *Board president*

ATTEST:

 [Signature]
Treasurer

Date: *25 May* , 2016

EXHIBIT "A"

DESCRIPTION OF PREMISES

LEGAL DESCRIPTION:

A PART OF BLOCK 9 IN THE ORIGINAL PLAT OF THE TOWN OF FAYETTEVILLE, AR AND BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF BLOCK 9 THENCE S87°27'31"E 155.00 FEET, THENCE S03°00'42"W 151.50 FEET, THENCE S87°27'31"E 6.00 FEET, THENCE S03°00'42"W 92.13 FEET, THENCE N87°43'20"W 161.76 FEET, THENCE N03°11'17"E 244.38 FEET TO THE P.O.B., CONTAINING 0.88 ACRES MORE OR LESS SUBJECT TO EASEMENTS AND RIGHT OF WAY OF RECORD.

LESS AND EXCEPT: A FIFTEEN FOOT STRIP DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF BLOCK 9; THENCE NORTH 89 DEGREES 27 MINUTES 19 SECONDS EAST 15 FEET; THENCE SOUTH 0 DEGREES 06 MINUTES 07 SECONDS WEST 151.50 FEET; THENCE SOUTH 89 DEGREES 27 MINUTES 19 SECONDS WEST 15 FEET; THENCE NORTH 0 DEGREES 06 MINUTES 07 SECONDS EAST 151.50 FEET TO THE POINT OF BEGINNING.

NOTE: The City of Fayetteville is filing an eminent domain lawsuit and quiet title lawsuit to acquire and confirm clear title to the portion of the above-described property that is excepted from the entire property. Once fee simple title is vested and confirmed in the City of Fayetteville, the Description of Premises will include the excepted property.

EXHIBIT "B"

PLAN OF DEVELOPMENT – THEATRE SQUARED, INC.'S DEVELOPMENT PROPOSAL

The Development Proposal includes an approximately 50,000 square-foot professional theatre building to be located at the Southeast corner of West Ave. & Spring St. in Downtown Fayetteville.

The project is intended to become the new home for TheatreSquared (T2), currently the only professional theatre offering a year-round season within a 150-mile radius of Fayetteville and winner of the American Theatre Wing's National Theatre Company Award. The theatre building will provide intimate performance and rehearsal spaces as well as design workshops, staff offices, education space, and public spaces to serve T2's audience. A separate residential building will provide housing for TheatreSquared's visiting artists from across the country, who currently stay during rehearsal and performances in lodging donated by Fayetteville community members.

The project is in design development under the auspices of the Walton Family Foundation's Northwest Arkansas Design Excellence program. Through this initiative, a team led by London-based theatre designers Charcoalblue and international design award winners Marvel Architects have been selected and are gathering input through community sessions as well as workshops with staff and artists to develop a site and building design. Plans will be released to the public and be submitted to the City's review process in fall 2016. The project will conform to all architectural standards in the city's Downtown Master Plan and provide a walkable link between two of the "four corners" in the Downtown Entertainment Overlay District.

This large-scale cultural construction project will have a considerable impact on Fayetteville's local economy, generating nearly \$40 million in direct and indirect spending during construction and nearly doubling TheatreSquared's ongoing economic impact to more than \$4 million annually after the building is completed.

TheatreSquared's facility vision statement, as drafted by a committee of community members in March 2015, reads in part:

"We see TheatreSquared as its own center, a destination and a place of origin. The work created here will draw audiences from near and far and be our region's export to the world's theatre centers—Chicago, New York and London. We see a gathering place—a theatre commons—that is welcoming and fascinating, alive with activity. A building that draws the eye and evokes curiosity. A place that invites, hints at the unusual, and suggests something significant will happen here.

"Here in our community, we see a permanent home for remarkable theatre, done well and with passion. We see a premier national theatre in Northwest Arkansas."

EXHIBIT "C"

MEMORANDUM EVIDENCING THE LEASE AGREEMENT

STATE OF ARKANSAS)
)ss
COUNTY OF WASHINGTON)

THIS MEMORANDUM is executed to evidence the terms contained in a written instrument executed _____, 2016, and effective as provided therein, styled "Lease Agreement", by the City of Fayetteville, Arkansas (collectively, "City of Fayetteville, Arkansas") has leased the herein described real property to Theatre Squared, Inc. Council, Inc. ("Theatre Squared, Inc."), a non-profit corporation, with its principal place of business in Fayetteville, Arkansas. Such Lease Agreement pertains to the following described tract of real property, to wit:

LEGAL DESCRIPTION:

A PART OF BLOCK 9 IN THE ORIGINAL PLAT OF THE TOWN OF FAYETTEVILLE, AR AND BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF BLOCK 9 THENCE S87°27'31"E 155.00 FEET, THENCE S03°00'42"W 151.50 FEET, THENCE S87°27'31"E 6.00 FEET, THENCE S03°00'42"W 92.13 FEET, THENCE N87°43'20"W 161.76 FEET, THENCE N03°11'17"E 244.38 FEET TO THE P.O.B., CONTAINING 0.88 ACRES MORE OR LESS SUBJECT TO EASEMENTS AND RIGHT OF WAY OF RECORD.

LESS AND EXCEPT: A FIFTEEN FOOT STRIP DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF BLOCK 9; THENCE NORTH 89 DEGREES 27 MINUTES 19 SECONDS EAST 15 FEET; THENCE SOUTH 0 DEGREES 06 MINUTES 07 SECONDS WEST 151.50 FEET; THENCE SOUTH 89 DEGREES 27 MINUTES 19 SECONDS WEST 15 FEET; THENCE NORTH 0 DEGREES 06 MINUTES 07 SECONDS EAST 151.50 FEET TO THE POINT OF BEGINNING.

NOTE: The City of Fayetteville is filing an eminent domain lawsuit and quiet title lawsuit to acquire and confirm clear title to the portion of the above-described property that is excepted from the entire property. Once fee simple title is vested and confirmed in the City of Fayetteville, the Description of Premises will include the excepted property.

This memorandum evidencing the Lease Agreement shall be filed for record in the deed records of Washington County, Arkansas.

EXECUTED AND EFFECTIVE this ____ day of _____, 2016.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Mayor

ATTEST:

City Clerk

Date: _____, 2016

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)ss:
COUNTY OF WASHINGTON)

On this the ____ day of _____, 2016, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting within and for said County and State, appeared in person the within-named _____ and _____ to me personally well known, who stated they were the Mayor and City Clerk of the City of Fayetteville, Arkansas, a municipality, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said municipality, and further stated and acknowledged that they had so signed, executed, and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on this ____ day of _____, 2016.

Notary Public

My Commission Expires:

THEATRE SQUARED, INC.

By: Lynn Carver
Title: Board president

ATTEST:

Tina S. [Signature]
Treasurer
Date: 25 May, 2016

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)ss:
COUNTY OF WASHINGTON)

On this the 25th day of May, 2016, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting within and for said County and State, appeared in person the within-named Lynn Carver and Ted Verlow to me personally well known, who stated they were the Chairman and Treasurer of Theatre Squared, Inc., a non-profit corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said non-profit corporation, and further stated and acknowledged that they had so signed, executed, and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on this 25th day of May, 2016.

Jennifer L. Vinson
Notary Public

My Commission Expires:

January 17, 2025



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
May 17, 2016**

A meeting of the Fayetteville City Council was held on May 17, 2016 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, John La Tour, Alan Long, Mayor Lioneld Jordan, City Attorney Kit Williams, City Clerk Sondra Smith, Staff, Press, and Audience.

Alderman Martin Schoppmeyer was absent.

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions: None

City Council Meeting Presentations, Reports, and Discussion Items: None

Agenda Additions: None

Consent:

Approval of the May 3, 2016 City Council Meeting Minutes.

Approved

Microsoft Corporation Enterprise Agreement Renewal: A resolution to authorize a three year renewal of the Enterprise Agreement with Microsoft Corporation, through its authorized reseller SHI International Corporation, for software products in the amount of \$137,200.00 per year plus applicable taxes, and to approve a contingency in the amount of \$13,700.00 per year for additional software licenses as needed.

Resolution 96-16 as recorded in the office of the City Clerk

Animal Services Donation Revenue: A resolution to approve a budget adjustment in the amount of \$81,602.00 representing donation revenue to Animal Services for the first quarter of 2016.

Resolution 97-16 as recorded in the office of the City Clerk

Alliance Pump & Mechanical, Inc.: A resolution to approve a change order to the contract with Alliance Pump & Mechanical, Inc. in the amount of \$43,521.00 plus applicable taxes for additional repair services required to rebuild seven (7) gearboxes at the Noland Wastewater Treatment Plant.

Resolution 98-16 as recorded in the office of the City Clerk

Bid #16-30 Central Laundry Equipment, Inc.: A resolution to award Bid #16-30 and authorize the purchase of four commercial washer extractors and five drying units from Central Laundry Equipment, Inc. of Ward, Arkansas in the amount of \$65,130.00 plus applicable taxes for use by the Fire Department.

Resolution 99-16 as recorded in the office of the City Clerk

Braden Neighborhood Park: A resolution to approve a budget adjustment in the amount of \$3,723.00 recognizing parkland dedication fees from the Northeast Quadrant to be used for a portion of improvements to and expansion of the playground at Braden Neighborhood Park.

Resolution 100-16 as recorded in the office of the City Clerk

Arkansas Department of Parks and Tourism's Outdoor Recreation Grant: A resolution to authorize acceptance of a 50/50 matching grant from the Arkansas Department of Parks and Tourism's Outdoor Recreation Grant Program in the amount of \$150,000.00 for the construction of playground and parking improvements at Wilson Park, and to approve a budget adjustment.

Resolution 101-16 as recorded in the office of the City Clerk

Parks and Recreation Department Donation Revenue: A resolution to approve a budget adjustment in the amount of \$29,387.00 representing donation revenue to the Parks and Recreation Department.

Resolution 102-16 as recorded in the office of the City Clerk

Recreational Trails Grant Application-Trail Replacement: A resolution to express the willingness of the City of Fayetteville to utilize Federal-Aid Recreational Trails funds and authorize application for a 20% local match grant through the Arkansas Recreational Trails Program in an amount up to \$56,000.00 for the replacement of a section of the Razorback Regional Greenway from Maple Street to Frisco Avenue.

Resolution 103-16 as recorded in the office of the City Clerk

Transportation Alternatives Program - Mud Creek Trail Lighting: A resolution to express the willingness of the City of Fayetteville to utilize Federal-Aid Transportation Alternatives Program funds and authorize application for a 20% local match grant through the Arkansas Transportation Alternatives Program in an amount up to \$500,000.00 for the installation of trail lighting along the Razorback Regional Greenway and the Mud Creek Trail from the Fulbright Expressway to Old Missouri Road.

Resolution 104-16 as recorded in the office of the City Clerk

Levi Storage Center, LLC Purchase for Cato Springs Trail: A resolution to approve the purchase of 1.5 acres of property for construction of the Cato Springs Trail from Levi Storage Center, LLC in the amount of \$31,296.00, and to approve a project contingency in the amount of \$3,129.60.

Resolution 105-16 as recorded in the office of the City Clerk

Home Team, LLC: A resolution to accept the donation of 1.5 acres of property from home team, LLC with the restriction that no development shall occur on the property for at least fifty (50) years.

Resolution 106-16 as recorded in the office of the City Clerk

Fayetteville Active Transportation Plan Map Amendments: A resolution to approve amendments to the Fayetteville Active Transportation Plan Map to add a connector trail between the Hamstring Creek Trail and the Shiloh Trail, to remove a paved trail from the Kessler Mountain Ridge, and to add a loop trail around the Regional Park.

Resolution 107-16 as recorded in the office of the City Clerk

Alderman Gray moved to accept the Consent Agenda as read. Alderman Marsh seconded the motion. Upon roll call the motion passed 7-0. Alderman Schoppmeyer was absent.

Unfinished Business:

Amend §72.58 Off-Street Parking Facilities; Rules and Rates: An ordinance to amend §72.58 Off-Street Parking Facilities; Rules and Rates (M) to limit the Mayor's authority to assign any city owned paid parking lots or on-street paid parking spaces within the Entertainment District or

the closure of city streets for the use of a permitted special event to not more than two (2) days per year without express approval of the City Council. *This ordinance was left on the first reading at the February 16, 2016 City Council meeting. At the March 1, 2016 City Council meeting, this ordinance was left on the second reading and tabled to April 5, 2016. The ordinance was left on the second reading at the April 5, 2016 City Council meeting and tabled until the May 17, 2016 City Council meeting.*

City Attorney Kit Williams: The Ordinance Review Committee met and considered this a couple different times. We have some suggested changes, but they aren't prepared properly in the ordinance form yet. There is a request from the Ordinance Review Committee to postpone decision on this until June 21, 2016.

Alderman Tennant: We want to make sure we have it in the right form.

Alderman Tennant moved to table the ordinance to the June 21, 2016 City Council meeting. Alderman Long seconded the motion. Upon roll call the motion to table passed 7-0. Alderman Schoppmeyer was absent.

This ordinance was tabled to the June 21, 2016 City Council meeting.

VAC 16-5354 (1137 W. MLK Blvd./Arena Village): An ordinance to approve VAC 16-5354 submitted by Steve Fowler for property located at 1137 West Martin Luther King Boulevard to vacate portions of a utility easement. *This ordinance was left on the first reading at the May 3, 2016 City Council meeting.*

Alderman Long moved to suspend the rules and go to the second reading. Alderman Tennant seconded the motion. Upon roll call the motion passed 7-0. Alderman Schoppmeyer was absent.

City Attorney Kit Williams read the ordinance.

Jeremy Pate, Director of Development Services gave a brief description of the ordinance. Staff and the Planning Commission recommend approval.

Alderman Kinion: I requested further information from Planning on this because I was concerned about the location. My concerns about where it was located and how it would impact the velocity of the runoff in this area, were answered. I would be happy to support this.

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 7-0. Alderman Schoppmeyer was absent.

City Attorney Kit Williams read the ordinance.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 7-0. Alderman Schoppmeyer was absent.

Ordinance 5872 as recorded in the office of the City Clerk

Amend Chapter 116: Door to Door Solicitation: An ordinance to Amend Chapter 116: Door to Door Solicitation of the Fayetteville Code by repealing §116.01, enacting a replacement §116.01 and by amending the definition of solicitor in §116.02 (a) (4). *This ordinance was left on the first reading at the May 3, 2016 City Council Meeting.*

Alderman Long moved to suspend the rules and go to the second reading. Alderman Gray seconded the motion. Upon roll call the motion passed 7-0. Alderman Schoppmeyer was absent.

City Attorney Kit Williams read the ordinance.

City Attorney Kit Williams: This was amended at the last meeting. I think it is in good form and I have heard no comments in my office about this.

Alderman Tennant moved to suspend the rules and go to the third and final reading. Alderman Long seconded the motion. Upon roll call the motion passed 7-0. Alderman Schoppmeyer was absent.

City Attorney Kit Williams read the ordinance.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 7-0. Alderman Schoppmeyer was absent.

Ordinance 5873 as recorded in the office of the City Clerk

New Business:

Falling Waters Appeal: An ordinance to rezone that property described in Rezoning Petition RZN 16-5385 for approximately 35.31 acres on Dead Horse Mountain Road from R-A, Residential Agriculture to RSF-2, Residential Single Family, 2 units per acre subject to a Bill of Assurance limiting development to 51 homes.

City Attorney Kit Williams read the ordinance.

City Attorney Kit Williams: Subsequent to drafting this ordinance, the Bill of Assurance was submitted that not only limited the number of homes to 51, but also restricting all of the construction traffic to Dead Horse Mountain Road. That's what the Bill of Assurance now says and this is what you will be considering. I will amend the title and the ordinance to say that.

Mayor Jordan: The traffic won't be going through the neighborhood?

City Attorney Kit Williams: The construction traffic will be limited to Dead Horse Mountain Road. When the other road is completed, then there will be traffic in both directions from the neighborhood to the north of this and possibly to Cherry Hills Drive. There won't be any traffic until there is a later development and that road is extended.

Jeremy Pate, Director of Development Services gave a brief description of the ordinance. The Planning Commission voted 7-2 against the rezoning. Staff does not recommend approval.

Robert Rhoads, Attorney Representing Buffington Homes: The biggest difference between this project from what you saw as a PZD and what you saw a year ago is the Bill of Assurance item specifically indicating that all of the construction traffic will go out Dead Horse Mountain Road. The reason this is significant is because most of the people that spoke against this project a year ago, it was primarily due to the construction traffic going through their neighborhoods. The developers at the time couldn't just snap their fingers and make that change on that particular project the way it was configured. It was a development in a different part of this overall property that they own. Developers heard what the people and City Council members had to say about traffic not going through the subdivision. This is a large change. I hope it will go a long way in receiving your support for this project.

The Buffington people have met with neighbors, sent out a letter, and they are willing to meet with whoever wants to meet with them to discuss plans for the project. If the Buffington people develop this with what they currently have, it will be 17 versus the 51. They are still going to do the same infrastructure. The argument was made as to why we should allow this because the city will have to maintain the infrastructure. You are still going to have to maintain the infrastructure, but instead of having 51 homes that provides a tax basis to go towards the infrastructure, you are only going to have 17.

Adjacent property is currently zoned and built out with twice as much density in some cases as what we are asking for. This property is compatible with what you have done before and what you are continuing to do on Huntsville Road. We do not consider this to be sprawl. There is a spreadsheet that is signed by one of the owners and it lays out the dollar amounts. I'm not talking about the price of the property. The purchase price of the property is not included in that spreadsheet. That is the amount of money that was used by the developers once they got their PZD granted at 2 per acre versus now at 1.4 per acre. As a result of that they purchased the property, put up substantial money, and a lot of other cost. That went into their desire to develop this piece of property through the PZD. They didn't develop it because of the recession. It was then changed from the PZD in a broad scale rezoning of all expired PZD's by your city staff and City Council to the R-A. I ask you to consider that they have made substantial steps while they had the right to develop it with the 2 homes per acre. When a landowner takes the steps of over a million dollars, it would be considered by the courts of Arkansas as substantial steps, then they still have rights greater than the R-A in this particular case. We are asking you to let us develop this as it currently sits before you with the Bill of Assurance.

Alderman Tennant: The construction traffic was my main hang up before. What communication will the developer be giving to the different contractors coming in and out stating they must use Dead Horse Mountain Road?

Robert Rhoads: No contractors will go through the neighborhood. They will have front end meetings with all the people involved. They can do emails with all the contractors involved. It is very normal to have construction entrance and exit signs put up. If there any other suggestions, they will consider those as well.

Alderman Tennant: I talked to some contractors. They said if they are told what they are supposed to do, they adhere to that.

Clay Carlton, Owner gave a brief presentation of the overall layout of the concept plats. He stated it was his intent to maintain a green tree built along the backside of the lots. He believes by not disturbing the trees it will help with runoff and erosion. He believes they are compatible with the surrounding neighborhoods. He stated that they like to build to the market.

Alderman La Tour: Thank you for being sensitive to market needs and building for people who like infill and for people who like larger lots. You are meeting the desires of the people.

Mayor Jordan: You have spent a million dollars?

Robert Rhoads: Actually, more than that.

Clay Carlton: We will never get out of this project ahead. It has been a long eleven years.

Mayor Jordan: I'm trying to be sure that it is on record that you have spent a million dollars.

Clay Carlton: We have spent a lot more than that.

Alderman Gray: I believe the spreadsheet said \$3.5 million. Is that correct?

Clay Carlton stated that was correct. He spoke about all the cost involved to date.

Alderman Gray: What year did you buy the property?

Clay Carlton: In 2006.

Alderman Gray: This \$3.5 million is what you all have spent during the last 10 years?

Clay Carlton: Plus the cost of the land.

Alderman Gray: What was the cost of the land?

Clay Carlton: \$3.4 million.

Alderman Gray: \$3.4 million in addition to the \$3.5 million is what you all have invested?

Clay Carlton: Yes and a little more.

Alderman Gray: This is the reason why I hope that our City Council will consider allowing these developers to move forward with this project.

City Attorney Kit Williams: I told the Planning Commission that the Unified Development Code must be construed in favor of the property owner and not in the favor of the city. I have said that for many years. In my research I noticed in one of the cases an issue that I had not been aware of. It is called the, Substantial Use Test. It has to do with a landowner getting a vested interest in the ability to develop their property. The case was out of West Helena and had to do with the building of a mobile home park. The Supreme Court has said that when someone makes a substantial investment into a project and it is in good faith, because it was legal when that individual was starting to do that, then they get a vested interest in being able to finish at least a portion of the project. This is very similar at what we are looking at here. I didn't realize it was that many millions that had been invested. It was expensive for them to bring the water underneath the White River. That was done in order to serve the PZD which had been approved. The ordinance allowed them to do the PZD and they were trying to do the infrastructure that was needed for the PZD. Then we went into the great recession and nobody was buying real estate. They couldn't go forward, but had to keep paying interest cost every year.

This is a decision for the City Council to decide if they made a substantial investment to entitle them to at least some development of their property. When you look at the possible development of this property, R-A is very unlikely to be economically possible because you have to build a long street for very few lots. It is the same infrastructure for 51 lots. The City Council needs to consider if they made a substantial investment, was it done in good faith, and was it done during the time they had the right to do it. It was done in good faith. They do have some vested interest in this case. This particular proposal seems fairly reasonable.

Alderman Marsh: How long before our PZD's expire?

Jeremy Pate: Under our previous Planned Zoning District ordinance, the applicant set their own expiration date. The Council reviews the proposal and either approved or rejected it.

Alderman Marsh: Do we know what the original term of this PZD was?

Jeremy Pate: It was several years. It was to be built out over phases. I don't recall the exact dates.

Alderman Marsh: We allowed the developer to set their own timeline for development and they were not able to fulfill their commitment within that time period based on changes in the market. It seems like it was the market preventing this development and not the city.

City Attorney Kit Williams: You are absolutely correct. It is the market that prevented the development. The problem we run into and it is a very unusual situation that I haven't seen before. We changed the PZD ordinance. The PZD was a zoning decision that didn't last forever. It's

questionable in my mind why we ever did that. Every other zoning decision is permanent until it is rezoned. These expired and then a developer couldn't do anything. The reason there was a time limit is because at that point there was a combination of not only zoning, but development. Developments usually do have expiration times. If this had been a zoning decision that allowed them to build their development, they would have had to come back later and do another large scale development or preliminary plat, but they would still have the zoning. It's only because for that period of time we combined the two which we later discovered was not the right way to do it. We have changed that now and PZD's will be permanent, but they don't provide any development rights.

Alderman Marsh: It seems like the applicant did have the opportunity to have a zoning change instead of filing for the initial PZD. They filed for the PZD and set their own terms as to when they could complete the development. They weren't able to meet those terms due to changes in the market. The city is just sticking with their agreement.

Alderman Long: On the spreadsheet was a city required water pressure study that cost some money. Was that a requirement by the city?

Jeremy Pate: I don't know the answer without doing some research.

City Attorney Kit Williams: I imagine that was tied to the reason that they eventually had to go and drill underneath the White River in order to get the water over there. There were several developers that got together and paid to get the water line over.

Alderman La Tour: History gives us a good perspective of what is going on, but I don't think history should govern our decision tonight. We have developers with close to \$8 million invested. It is unconscionable to make them maintain that investment and not allow them to go forward with their investment. I believe what they are proposing is a very modest development. I'm strongly in support of it.

Jay Ray, 2050 South Cherry Hills Drive stated Dead Horse Mountain Road floods about five to six times a year. He voiced his concerns about flooding in the area. He spoke in opposition of the ordinance.

Jim Lilly, 1863 South Cherry Hills Drive stated his concerns about flooding on Dead Horse Mountain Road. He voiced his concerns about the construction traffic and safety. He spoke in opposition of the ordinance.

Kasey Weathers, 2080 South Pumpkin Ridge Drive stated he opposed it the first time, but agrees that the subdivision as platted the second time around is the better of the two evils. He voiced his concerns about flooding and traffic.

Helen Carlton, spouse to Clay Carlton. She stated when the real estate market crashed in 2008 it put a stop to all the hard work and dreams of the community. She stated they tread water to stay afloat and do the right thing, instead of leaving a graveyard of half developed land like so many

other developers did back then. She stated they worked hard and did the right thing to continue to pay the bank. She asked for City Council's support of the project.

Larry Altman, 2059 South Cherry Hills Drive stated he would like to know why the developer had not built any homes since others had been built in the last ten years. He believes City Plan 2030 provides a great vision for the future of Fayetteville and wants city leaders to follow the plan.

Karen Mathes, 3848 Spyglass Hill Drive stated her concerns about the West Fork of the White River being an impaired waterway. She believes that the development will have an impact on the river.

Jeane Stutzman, 3970 Spyglass Hill Drive stated she is not opposed to the owners developing as it is currently zoned, but doesn't believe the additional houses are in the best interest of the neighborhood. She voiced her concerns about traffic.

Wanda Altman, 2059 South Cherry Hills Drive stated she doesn't believe the case in West Helena is the same as what is occurring with this development. She stated other homes have been built for years in that area. She stated the land should be protected under the City Plan 2030.

Diane Watters, 2032 Pumpkin Ridge Drive stated there had been a lot of discussion about money invested, but she wanted to know what price is put on environment, beauty, and animals. She spoke in opposition of the ordinance.

Pierce Osborne, 540 Crest Drive stated that no one wants a project built beside them. He doesn't believe it is right that the city approved the project at one point and have now changed the rules. He spoke in favor of the ordinance.

Alderman Gray: I agree with Mr. Osborne. We have changed the rules in the middle of the game. I hope we think really hard about not allowing these developers to develop. We know that hill is going to be developed and this plan that they have brought forward is a reasonable plan. Maybe you prefer to have one house per 2 acres. If it is not financially feasible, we can't ask developers to do that. I hope you will think very hard about what we are saying to developers who want to develop in Fayetteville. We can't ask these men who have this money invested to let that beautiful hill sit there so we can all enjoy it. The city bought Kessler Mountain, but we can't buy every mountain around town.

Alderman Marsh: I can't support this plan. The developers are making a good faith effort to try to do better in order to recoup their investment. As a person who did lose a lot in the recession, I have a lot of empathy for them. However, we have a commitment to our city with the 2030 City Plan. This development is very contrary to the principles that are in that plan. Our Planning Commission and staff have both recommended denial of this request and they did so with very good reason. We have not resolved the flooding concerns. This sets a dangerous precedent to future development in this area.

Alderman Petty: My main concern is the cost of the infrastructure and I appreciate Mr. Rhoads remarks about mitigating some of those by building more homes. I am sensitive to staff's

comments that they made to the Planning Commission that this is on the edge of town and the first step to stopping development on the edge and making things more compact is to stop letting more development happen on the edge. I think there are meaningful improvements that have been made since last time. It does give me pause, even though I would normally default without thinking about it too hard voting against this. I am concerned about the water quality issues. It would make it easier for me to vote yes if there was a commitment in writing to low impact development water quality treatment.

Mayor Jordan: That is a good point. The City Attorney wrote a memo that said, “The very unusual circumstance of the Falling Waters PZD approval coupled with the costs to bore under the White River to bring water/sewer to the development could trigger vested interests in development rights for the property. Refusing to allow any economically feasible development on any of the Falling Waters’ forested hillside property might be found to be an unconstitutional deprivation of preexisting use rights.” Those are good points you need to remember as well.

Alderman Gray moved to suspend the rules and go to the second reading. Alderman La Tour seconded the motion. Upon roll call the motion failed 5-2. Alderman La Tour, Long, Gray, Marsh and Tennant voting yes. Alderman Kinion and Petty voting no. Alderman Schoppmeyer was absent.

This ordinance was left on the First Reading

U.S. Geological Survey Joint Funding Agreement: An ordinance to waive the requirements of formal competitive bidding and authorize a Joint Funding Agreement with the U.S. Geological Survey for stream gauge operation and maintenance and water quality sampling and monitoring at various locations in the City of Fayetteville for 2016 with the amount paid by the city not to exceed \$61,721.00.

City Attorney Kit Williams read the ordinance.

Chris Brown, City Engineer gave a brief description of the ordinance.

Alderman Kinion: This has gone before the Water & Sewer Committee. We support this and bring it forward. We are talking about water quality. We are trying to establish good base lines as we move forward with our arguments in front of the ADEQ regarding the sediment and pollution load and the activity that may establish standards as we move forward. It’s very important we get this data that we can use to justify our arguments.

City Attorney Kit Williams stated he wanted to amend the wording of the ordinance due to newspaper publication cost. He proposed the ordinance to say, “attached to the Engineering Divisions agenda item.”

A discussion followed about the Attorney General’s opinion of ordinances and exhibits being published to the newspaper.

Alderman Kinion moved to amend the ordinance to say, attached to the Engineering Divisions agenda item. Alderman Marsh seconded the motion. Upon roll call the amendment passed 7-0. Alderman Schoppmeyer was absent.

Alderman Petty: Mud Creek is one of the most polluted creeks in the state. It is because there is so much pavement around it. In the first hour during a rain event, the water entering Mud Creek is more polluted than sewage. We are going to have to take active steps to repair Mud Creek. I hope we come to some consensus in future budget discussions about this and pursue some extra grant opportunities.

Alderman Kinion moved to suspend the rules and go to the second reading. Alderman Petty seconded the motion. Upon roll call the motion passed 7-0. Alderman Schoppmeyer was absent.

City Attorney Kit Williams read the ordinance.

Alderman Marsh moved to suspend the rules and go to the third and final reading. Alderman Kinion seconded the motion. Upon roll call the motion passed 7-0. Alderman Schoppmeyer was absent.

City Attorney Kit Williams read the ordinance.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 7-0. Alderman Schoppmeyer was absent.

Ordinance 5874 as recorded in the office of the City Clerk

Amend §92.31 Dangerous Animals and Enact §92.07 Inhumane Traps Prohibited: An ordinance to amend §92.31 **Dangerous Animals** to provide the Animal Services Division with additional options to declare an animal dangerous and allow the rehoming of a dangerous animal with the approval of the Animal Services Superintendent, and to enact a new §92.07 **Inhumane Traps Prohibited**.

City Attorney Kit Williams read the ordinance.

Justine Lentz, Animal Services Superintendent gave a brief description of the ordinance.

Alderman Kinion: This has been to the Animal Services Advisory Committee and they wanted to bring it forward to City Council.

Alderman La Tour: When talking about wild animals and not using inhumane treatment, would that include poisonous snakes?

Justine Lentz: If you thought your life was in danger, I don't think anybody is going to write you a ticket for killing a snake. There are professional wildlife trappers that make their business in Northwest Arkansas that we can refer to people.

Alderman Kinion moved to suspend the rules and go to the second reading. Alderman Long seconded the motion. Upon roll call the motion passed 7-0. Alderman Schoppmeyer was absent.

City Attorney Kit Williams read the ordinance.

Alderman Long moved to suspend the rules and go to the third and final reading. Alderman Tennant seconded the motion. Upon roll call the motion passed 7-0. Alderman Schoppmeyer was absent.

City Attorney Kit Williams read the ordinance.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 7-0. Alderman Schoppmeyer was absent.

Ordinance 5875 as recorded in the office of the City Clerk

Special Election for Fayetteville Public Library: An ordinance calling and setting a date for a special election on the questions of (1) the raising by one and one-half (1.5) mills the current one (1.0) mill city tax on real and personal property supporting the maintenance and operation of Fayetteville Public Library, and (2) the imposition of a one and two-tenths (1.2) mill city tax on real and personal property to be pledged to an issue or issues of bonds not to exceed \$26,500,000 in principal amount to finance capital improvements to Fayetteville Public Library; prescribing other matters pertaining thereto; and declaring an emergency.

City Attorney Kit Williams read the ordinance.

Paul Becker, Chief Financial Officer gave a brief description of the ordinance.

David Johnson, Executive Director for the Fayetteville Public Library: In 2015 we averaged 184 people an hour coming to the library. They are utilizing a full range of resources. We are no longer just a traditional library in the consumer mode where you come and check out materials. When you look at future population growth, our library is central to our quality of life. In order to continue to provide that quality to people, we need to grow in anticipation of the people that will be coming.

Alderman La Tour: How do we arrive at the August 9, 2016 date?

David Johnson explained that in order to have the money for 2017, the August 9, 2016 date would be needed for the special election.

Alderman La Tour: If we had the election on November 8, 2016 it would be too late?

David Johnson: Yes. The money would not be available for the 2017 budget year.

Alderman La Tour: Could you amend your budgeting year and get it in there?

David Johnson: We have already cut \$1.5 million out of our budget over the past four years. We are running as lean as we can. We need those funds as quickly as we can have them.

Alderman La Tour: You cut things that were non-essential services for the public?

David Johnson: Yes. The hours of operation we held sacred. Over two years we have taken about \$70,000 out of our book budget, we have taken money out of our facilities and maintenance, and taken funds out of our programming. Our staff went without a raise when city employees got a raise in 2015. We have done everything we can to cut and generate revenue wherever possible.

Alderman La Tour: I applaud your efforts. The Court of Appeals unanimously affirmed the city's position in the lawsuit. Have any of the parties appealed to the State Supreme Court?

City Attorney Kit Williams: The Stone heirs have lost all the way through this. We have had seven judges unanimously say that what the city and Washington Regional did was correct and the proper result. They asked for review to the Arkansas Supreme Court. We replied to that, as has Washington Regional. We do not believe there is any merit in their appeal. The Arkansas Supreme Court has yet to make a final decision on that review.

Alderman La Tour: The millage that we are asking the voters to increase to finance the bond is to build buildings on land that we aren't sure we can acquire.

David Johnson: We have an option for expansion on the Blair footprint. Our concern is disruption of operations. We have a plan if the city hospital property doesn't come our way. We still can expand and accommodate our needs.

Alderman La Tour: My main problem with this proposal on August 9, 2016 is that I view it as voter suppression. Special elections have low voter turnout. If we had this at the general election we would have a much higher turnout. I would like to see this moved to a general election date. I don't like tax increases.

City Attorney Kit Williams: There might be Council members that don't like this date. This election was not called by the Library Board of Trustees. It was called by the citizens of Fayetteville pursuant to Amendment 30. The citizens of Fayetteville are the ultimate deciders and they requested August 9, 2016 to be the special election. It is the duty of the City Council once the City Clerk has said that the petitions are sufficient and accurate to call the special election as requested by citizens. It is beyond our power to question the citizens who have lawfully petitioned for this special election for the millage increase on August 9, 2016.

Alderman Long: If the library had to build on the existing footprint, would the budget look the same?

David Johnson: Yes. The \$26 million that we are asking for, we will make all considerations to get it done within that budget. Anything in excess would be raised privately. We are looking at raising \$23 million from private donations.

Alderman Long: Do we have to do an emergency clause?

City Attorney Kit Williams explained in order to make the August 9, 2016 election date, the ordinance should be in full force so that the County Clerk and Election Commission can begin the process of printing the ballots.

Alderman Long: Are we compelled to administratively pass an emergency clause?

City Attorney Kit Williams: The problem with not approving it is that you would not be following the dictates of the petitioners who sought a special election of August 9, 2016. If the County Clerk and Election Commission weren't able to get the ballots printed in time, then we would be frustrating the petitioners. This is why I agreed to do an emergency clause. It would be improper not to do that so we can get the election held as requested.

Alderman Long: We have to vote yes to an emergency clause?

City Attorney Kit Williams: My opinion is that if you do not vote in favor of the emergency clause to make this effective immediately, you could be found to be frustrating the expressed desires of the petitioners who petitioned for the election.

Gordon Wilbourn, Kutak Rock: It's not just for the convenience of the Election Commission and the County Clerk. It is mandated state law that you have to present them with the ordinance at least 60 days before the election. Without the emergency clause, the August 6, 2016 date doesn't work, which is written into the ordinance.

Alderman Long: Thank you. I understand the emergency clause and the bond process. I wanted to be more certain for my constituents.

Alderman La Tour: Maybe we should pass a tax and maybe the citizens want to vote for a tax. I would rather see it done on a general election date where we wouldn't incur the extra cost and have much more participation instead of deferring to a petition signed by 100 people. I would like to examine the petition. I presume I will find a lot of library friends on that petition. I doubt that is a cross section of our city.

David Johnson: In terms of cost to the city of holding the election, the library has anonymous donors paying for the election. We will not be asking the city to pay for this election.

Alderman La Tour: Could we have the names of those anonymous donors?

City Attorney Kit Williams: The City Clerk has already checked all the signatures and she would be happy to give you copies of the petitions. It is the people of Arkansas that passed Amendment

30 that empowered 100 tax paying electors of the city to make that petition for the special election. They did not give the power to the City Council to change the will of the 100 tax paying electors.

Alderman La Tour: I agree we can't change their date and what they have proposed, but we can vote it up or down. We the City Council for the city budget raised our taxes in 2015. Looks like these 100 people are fixing to raise our taxes in 2016. We have another group of folks probably coming back later this year or next year wanting to raise taxes again. I'm concerned we are balancing these budgets on the backs of our working people.

City Attorney Kit Williams: We are required to do this by the constitution. You must do your duty to enact the ordinance that properly calls the election as requested by the petition. We all took an oath to follow the constitution of the State of Arkansas and obey its laws.

Pat Besom, 15 North West Avenue doesn't believe there should be a special election. She stated that with the election being in the summer, it will bring a smaller percentage of the population expressing their views.

A discussion followed about anonymous donors.

Kyle Smith, 2801 West Dove stated that Fayetteville has had two record setting turnout special elections in the last two years. He doesn't believe there should be concern about the City of Fayetteville's ability to stand up for itself on the issue.

Alderman Marsh moved to suspend the rules and go to the second reading. Alderman Gray seconded the motion. Upon roll call the motion passed 6-1. Alderman Long, Gray, Marsh, Kinion, Petty and Tennant voting yes. Alderman La Tour voting no. Alderman Schoppmeyer was absent.

City Attorney Kit Williams read the ordinance.

City Attorney Kit Williams: To prevent the filing of numerous petitions by 100 citizens seeking all kinds of millage, you better be a library, or fire and police pension fund because those are the ones that got the constitutional amendments passed.

Alderman La Tour expressed his dissatisfaction with all three readings being read at one City Council meeting.

Alderman Gray moved to suspend the rules and go to the third and final reading. Alderman Marsh seconded the motion. Upon roll call the motion passed 6-1. Alderman Long, Gray, Marsh, Kinion, Petty and Tennant voting yes. Alderman La Tour voting no. Alderman Schoppmeyer was absent.

City Attorney Kit Williams read the ordinance.

Alderman Marsh: We absolutely have to support our library. It is one of the most important institutions in our city. It is an impressive facility and ranks as one of the top in the nation. We

should hang on to that ranking for economic development and recruitment purposes. The library is there to serve everyone.

Alderman La Tour: The library is important. I'm not saying I don't want a library. Having a special election in August is not a meaningful way to let citizens participate.

Alderman Petty stated that in Fayetteville there has been a historically good turnout for special elections. He stated he would uphold the oath he took when he assumed the office of Alderman.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 6-1. Alderman Long, Gray, Marsh, Kinion, Petty and Tennant voting yes. Alderman La Tour voting no. Alderman Schoppmeyer was absent.

Alderman Long: Can we table this? I'm not prepared to vote for the emergency clause tonight. Looking at the numbers it may not pass.

City Attorney Kit Williams: The emergency clause requires six alderman votes. The Mayor is not allowed to vote for the emergency clause. I believe it would be a dangerous thing to do with the need to have the ordinance to the County Clerk and Election Commission as quickly as possible. I don't know if there would be any possible bond ramifications if the emergency clause was not passed. I've never seen an emergency clause which is part of the ordinance, not at least voted on, on the night it was read and approved.

Gordon Wilbourn: I have been to a lot of City Council meetings and I have never seen it tabled. One of the provisions directs the City Clerk to make it available to the Election Commission. If the ordinance is not effective, I don't know if the City Clerk can do that. If that's not done by June 7, 2016 then you can't make the August election date.

City Attorney Kit Williams: Our next meeting is June 7, 2016. It would make it hard for the City Clerk to get the ordinance to the County Clerk and the Election Commission after they have already closed for the day. When dealing with bonds it is better to have a clean operation and not try to do something that has never been done before. It could risk an attack with \$26 million at stake. That would be attractive to attorneys that like to sue. All of the major losses the city has suffered in the 1980's that we paid off in the 1990's, which included about \$7 to \$10 million in attorney fees, were on bond issues. My advice is that the emergency clause should be enacted tonight in order to avoid that kind of issue.

Alderman Long: I have had so many people contact me and ask why this is an emergency. I'm still getting feedback from them and that is why I am not prepared to vote for an emergency clause tonight.

Alderman La Tour: I asked Maylon Rice in our Agenda Session as to what exactly was the emergency. His answer to me was that we have to keep up with other libraries. I think of an emergency as someone going out of business or dying. To keep up with other libraries doesn't sound like an emergency to me. I want this to be on the general election.

Alderman Petty: I want to make an appeal to Alderman Long. We are going to have several Alderman absent at the next meeting, which will make passing an emergency clause at that meeting impossible. We all get questions from our constituents that can be challenging to answer. In this case we have an answer that is iron clad. The Arkansas Constitution binds us to put this to a vote. We are confusing the issue of the emergency clause with the issue that needs to be decided in August.

Alderman Long: I haven't gotten a real yes or no if we are required to vote for an emergency clause. I want this to go to the election.

City Attorney Kit Williams gave a brief description of Amendment 30 and stated that an emergency clause should be passed.

Alderman La Tour stated a bond issue can be passed anytime. He doesn't believe the ordinance is an emergency.

Mayor Jordan: Kit, I have the authority to call a special meeting?

City Attorney Kit Williams: Yes. If we have a special meeting it still requires the emergency clause to be passed or you are not complying with your duties under the constitution to refer this to the vote of the people.

Alderman Long: Kit answered the question I was interested in and I am prepared to vote.

Alderman Marsh moved to approve an Emergency Clause. Alderman Gray seconded the motion. Upon roll call the motion passed 6-1. Alderman Long, Gray, Marsh, Kinion, Petty and Tennant voting yes. Alderman La Tour voting no. Alderman Schoppmeyer was absent.

Ordinance 5876 as recorded in the office of the City Clerk

Economic Development Strategic Plan: A resolution to approve and adopt the Fayetteville First Economic Development Strategic Plan.

Jeremy Pate, Director of Development Services gave a brief description of the resolution.

Don Marr, Chief of Staff: Thank you to Dale and his team for the work they have done and the thousands of citizens that participated in the process. This is a five year plan. Dale will highlight items that we have significant amount of strategic priorities and action items to accomplish over that time period. We are extremely pleased with the plan they put together.

Dale Boyette, Boyette Strategic Advisors thanked City Council for their participation in the plan. He believes it is a very realistic plan that can be implemented over the next five years. He presented a power point presentation on the Fayetteville First Economic Development Strategic Plan.

Alderman Gray: Could you please discuss the tax climate.

Dale Boyette: Arkansas is not a low tax state anymore. Arkansas is ranked 37th out of 50 states as the worst business tax climate. It surfaces as an issue across the board. The Tax Foundation report is what business and industry look at. It is an issue.

Alderman Petty: If we think of our Economic Development approach as being a portfolio of strategies, the traditional way of doing things was to try and recruit big companies. If we are trying to arrange a diverse portfolio of strategies with recruiting or developing our own, how do we balance that and choose where we allocate our resources?

Dale Boyette: This is a five year plan and the Fayetteville First plan hits on all of those things. Certainly, not ignoring manufacturing and your legacy manufactures, but having them as a focus. It addresses the other sectors that are important to Fayetteville in moving forward. There are certain types of retail that Fayetteville needs to compete for and needs to attract. It is important to the people who live here and your overall economic development success. There are a lot of things already going on in the area of entrepreneurship and innovation in the private sector. It has to be supported and be a focus. As far as knowing where to put the resources, there will be an implementation plan associated with this document. There will have to be resources assigned to it. There will have to be further discussion among different parties to determine what the resources focus should be. As far as knowing exactly what percentage of them should be spent when, that is going to fluctuate over the next five years. What you do in 2016 may need to be adjusted in 2020. You have to look at this short term, but think about five years rather than the next six months.

Jeff Amerine, Startup Junkie Consulting: This area is great and we attract the best and brightest from many different countries and states. If we give them a compelling reason to stay and create new enterprise and to build small business, we will go from being the third best place in the country to have small business and startup to being number one. When trying to prioritize resources and what to put money on, supporting our small businesses, our startups, our innovators and talent is where to put the emphasis. Two out of every three new jobs comes from small business and startups. I encourage you to take this great work that the Boyette group did and keep Fayetteville moving forward.

Dale Boyette made a correction from an earlier statement. He stated Arkansas is 38th worst on the Tax Foundation report, not 37th.

Alderman Gray: We are listed as number one on the best affordable city to live in. Talk to me about that.

Dale Boyette: I need to look at the criteria for what determines the ranking. There all kinds of empirical data that are looked at for each of those surveys. I have not looked at that one to understand the data. It really doesn't make sense when you talk about the business cost and the tax cost and at the same it is the most affordable. The real issue is that the Tax Foundation ranks Arkansas 38th and that is something companies looks at.

Alderman Marsh: Please talk more about the retail sector. We need more clarification on the differentiation between the big box national retailers as opposed to more of an experiential retail. Consumer habits are changing. People are going online to do a lot of their shopping. What they

are looking for in a shopping experience is the pedestrian oriented experience of certain types of shopping centers.

Dale Boyette: Those types of retail businesses require places to establish their business. There are places in Fayetteville to establish those types of businesses. When you look at Fayetteville as an outsider and you compare on the benchmarking side, you look at what you think might be missing. You then do a retail gap analysis and you see that retail specialty shops in some areas are missing. You would think there's an opportunity for a real significant art supply store in the art district off of Martin Luther King. An art supply store would create opportunity for artist to walk to that store, keep taxes here, create jobs, and provide a service to the artist entrepreneur. There is some opportunity on those types of businesses that aren't big box. There is opportunity for neighborhood type stores that are national chains. You have to look at redevelopment opportunities for the retail space for those types of boutique companies.

Don Marr, Chief of Staff stated that decisions need to be made off of data and not from emotions. He spoke about the average income in the area. He spoke about continuing to support the legacy businesses and help them grow. He stated to continually improve the perception of being business friendly is needed. He believes the ability to train and develop people is important.

Mayor Jordan thanked everyone for their work on the Economic Development Strategic Plan. He spoke about Fayetteville's rankings as fastest growing city in Arkansas, third best place in the United States to live in, first in most affordable city to live in, third best in the United States for startup businesses outside of the Silicon Valley, and best in Arkansas for environmental protection. He stated that the city is averaging two new businesses a day. He has a great deal of pride in the City of Fayetteville and considers all blessed to live here.

Alderman Petty moved to approve the resolution. Alderman Marsh seconded the motion. Upon roll call the resolution passed 7-0. Alderman Schoppmeyer was absent.

Resolution 108-16 as recorded in the office of the City Clerk

Announcements:

Don Marr, Chief of Staff went over a list of road construction projects in the City of Fayetteville.

May 20, 2016 is National Bike to Work Day.

Alderman Long: There will not be a Ward 4 meeting this month due to it falling on a holiday. June will be our next meeting.

City Council Agenda Session Presentations: None

City Council Tour: None

Adjournment: 9:20 p.m.

Lioneld Jordan, Mayor

Sondra E. Smith, City Clerk Treasurer

UNOFFICIAL

Nominating Committee Report

**Members Present – Chair Mark Kinion, Sarah Marsh,
Martin W. Schoppmeyer Jr., and Alan Long**

The Mayor recommends the following candidates for appointment:

HISTORIC DISTRICT COMMISSION

Kathryn Cook – One term ending 06/30/19

David Stewart – One term ending 06/30/19

The Nominating Committee recommends the following candidates for appointment:

ANIMAL SERVICES ADVISORY BOARD

Did not receive application for Veterinarian position – One Licensed Veterinarian term ending 06/30/19

Meghan Foehl – One Business Representative term ending 06/30/19

Brittaney Wooldridge – One Citizen-at-Large term ending 06/30/19

CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS

Brad Beach – One unexpired Alternate Member term ending 03/31/21

ENVIRONMENTAL ACTION COMMITTEE

Connie Crisp – One term ending 06/30/19

FAYETTEVILLE ARTS COUNCIL

David Kersey – One Working Artist term ending 06/30/19

Casey Mayer – One Working Artist term ending 06/30/19

Samantha Sigmon – One unexpired Arts and Cultural/Citizen-at-Large ending 06/30/17

Kody Ford – One Arts and Cultural/Citizen-at-Large ending 06/30/19

WALTON ARTS CENTER COUNCIL, INC.

Steve Clark – One term ending 06/30/19

Barbara Taylor – One term ending 06/30/19

City of Fayetteville, Arkansas

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



Meeting Agenda - Tentative Agenda

Tuesday, May 31, 2016

4:30 PM

City Hall Room 326

City Council Agenda Session

*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:****1. [2016-0264](#)**

FIRST QUARTER FINANCIAL REPORT TO CITY COUNCIL

Agenda Additions**A. Consent:****A. 1 [2015-0648](#)**

APPROVAL OF THE MAY 17, 2016 CITY COUNCIL MEETING MINUTES.

A. 2 [2016-0269](#)**BID #16-23 JBZ, INC. D/B/A ELLINGSON CONTRACTING:**

A RESOLUTION TO AWARD BID # 16-23 AND APPROVE A CONTRACT WITH JBZ, INC. D/B/A ELLINGSON CONTRACTING IN THE AMOUNT OF \$287,300.00 FOR THE CONSTRUCTION OF KITCHEN RENOVATIONS AT THE FAYETTEVILLE SENIOR CENTER; TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$30,153.00; TO APPROVE CHANGE ORDER NO. 1 TO REFLECT VALUE ENGINEERING ITEMS AND REDUCE THE CONTRACT AMOUNT BY \$53,560.00; AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:

[BID #16-23 JBZ, INC. D/B/A ELLINGSON CONTRACTING](#)

[BA BID #16-23 JBZ, INC. D/B/A ELLINGSON CONTRACTING](#)

A. 3 [2016-0257](#)**BID #16-31 HILBILT SALES CORPORATION:**

A RESOLUTION TO AWARD BID #16-31 AND AUTHORIZE THE PURCHASE OF A 2016 CLEMENT STARLIGHT 3829 TANDEM AXLE DUMP TRAILER FROM HILBILT SALES CORPORATION OF BENTON, ARKANSAS IN THE AMOUNT OF \$39,590.00 PLUS APPLICABLE TAXES FOR USE AT THE CITY WASTEWATER TREATMENT FACILITIES

Attachments: [BID #16-31 HILBILT SALES CORPORATION](#)

A. 4 [2016-0258](#)**BID #16-33 SUPERIOR AUTOMOTIVE GROUP:**

A RESOLUTION TO AWARD BID #16-33 AND AUTHORIZE THE PURCHASE OF TWO (2) 2016 FORD F-350 FLATBED TRUCKS FROM SUPERIOR AUTOMOTIVE GROUP OF SILOAM SPRINGS, ARKANSAS IN THE TOTAL AMOUNT OF \$66,558.00 FOR USE AT THE CITY WASTEWATER TREATMENT FACILITIES

Attachments: [BID #16-33 SUPERIOR AUTOMOTIVE GROUP](#)

A. 5 [2016-0256](#)**RIGGS CAT 2016 CATERPILLAR 420F2 BACKHOE:**

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A 2016 CATERPILLAR 420F2 BACKHOE FROM RIGGS CAT OF SPRINGDALE, ARKANSAS IN THE AMOUNT OF \$95,620.00, PURSUANT TO A NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING AGREEMENT, FOR USE BY THE TRANSPORTATION DEPARTMENT

Attachments: [RIGGS CAT 2016 CATERPILLAR 420F2 BACKHOE](#)

A. 6 [2016-0259](#)**RIGGS CAT 2016 CATERPILLAR 259D SKID STEER:**

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A 2016 CATERPILLAR 259D SKID STEER FROM RIGGS CAT OF SPRINGDALE, ARKANSAS IN THE AMOUNT OF \$55,000.00, PURSUANT TO A NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING AGREEMENT, FOR USE BY THE WATER AND SEWER OPERATIONS DIVISION

Attachments: [RIGGS CAT 2016 CATERPILLAR 259D SKID STEER](#)

A. 7 [2016-0260](#)**LEWIS AUTOMOTIVE GROUP:**

A RESOLUTION TO APPROVE THE PURCHASE OF A 2013 DODGE CARAVAN FROM LEWIS AUTOMOTIVE GROUP OF FAYETTEVILLE, ARKANSAS IN THE AMOUNT OF \$17,771.00 FOR USE BY THE AIRPORT SERVICES DIVISION, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: [LEWIS AUTOMOTIVE GROUP](#)
 [BA_LEWIS AUTOMOTIVE GROUP](#)

A. 8 [2016-0147](#)**SPECIAL NEEDS ASSISTANCE PROGRAM GRANT AGREEMENT:**

A RESOLUTION TO APPROVE A SPECIAL NEEDS ASSISTANCE PROGRAM GRANT AGREEMENT WITH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT IN THE AMOUNT OF \$188,525.00 FOR THE CITY TO ADMINISTER PROGRAMS TO PROVIDE RENTAL ASSISTANCE AND SUPPORTIVE SERVICES TO HOMELESS FAYETTEVILLE RESIDENTS

Attachments: [SPECIAL NEEDS ASSISTANCE PROGRAM GRANT AGREEMENT](#)

A. 9 [2016-0223](#)**MCGOODWIN, WILLIAMS AND YATES, INC.:**

A RESOLUTION TO APPROVE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH MCGOODWIN, WILLIAMS AND YATES, INC. IN AN AMOUNT NOT TO EXCEED \$182,077.00 FOR A WATER MASTER PLAN UPDATE AND FOR DESIGN, BIDDING AND CONSTRUCTION PHASE SERVICES FOR THE REPLACEMENT OF APPROXIMATELY 3,000 FEET OF WATER LINE ON DINSMORE TRAIL

Attachments: [MCGOODWIN, WILLIAMS AND YATES, INC.](#)

A. 10 [2016-0239](#)**TAXIWAY LIGHTING REHABILITATION CONSTRUCTION GRANT
APPLICATION:**

A RESOLUTION TO AUTHORIZE APPLICATION FOR AND ACCEPTANCE OF A 90/10 MATCHING GRANT FROM THE FEDERAL AVIATION ADMINISTRATION TO PROVIDE FUNDING FOR THE TAXIWAY LIGHTING REHABILITATION PROJECT AT DRAKE FIELD, TO APPROVE A CONTRACT WITH H&H ELECTRIC, INC. IN THE AMOUNT OF \$222,755.00 FOR THE PROJECT CONTINGENT UPON A GRANT AWARD, AND TO APPROVE A BUDGET ADJUSTMENT AUTHORIZING THE AIRPORT FUND MATCHING EXPENSE AND RECOGNIZING GRANT REVENUE CONTINGENT UPON APPROVAL OF THE GRANT APPLICATION AND RECEIPT OF GRANT FUNDS

Attachments:[TAXIWAY LIGHTING REHABILITATION CONSTRUCTION GRANT APPLICAT](#)[BA TAXIWAY LIGHTING REHABILITATION CONSTRUCTION GRANT APPLI](#)**A. 11** [2016-0243](#)**UNIVERSITY OF ARKANSAS OSHER LIFELONG LEARNING INSTITUTE
LEASE AGREEMENT:**

A RESOLUTION TO APPROVE A LEASE AGREEMENT WITH THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ARKANSAS FOR THE UNOCCUPIED BANQUET AREA IN THE AIRPORT TERMINAL BUILDING TO BE USED BY THE OSHER LIFELONG LEARNING INSTITUTE TO CONDUCT CLASSES DURING THE FALL 2016 AND SPRING 2017 SEMESTERS IN THE AMOUNT OF \$25.00 FOR EACH DAY THE SPACE IS USED

Attachments:[UNIVERSITY OF ARKANSAS OSHER LIFELONG LEARNING INSTITUTE LEAS](#)**A. 12** [2016-0271](#)**ROGERS, INC.:**

A RESOLUTION TO APPROVE A ONE YEAR LEASE AGREEMENT WITH ROGERS, INC. FOR OFFICE SPACE IN THE AIRPORT TERMINAL BUILDING IN THE AMOUNT OF \$330.00 PER MONTH TO PROVIDE IN-FLIGHT CATERING SERVICES

Attachments:[Rogers, Inc.](#)**B. Public Hearing:**

B.1 [2016-0190](#)**550 WEST SKELTON STREET:**

A RESOLUTION CERTIFYING TO THE TAX COLLECTOR OF WASHINGTON COUNTY, ARKANSAS THE COSTS OF ABATING UNSIGHTLY AND UNSANITARY CONDITIONS AND THE RAZING AND REMOVAL OF A DILAPIDATED AND UNSAFE STRUCTURE UPON THE PROPERTY OWNED BY U.S. BANK NATIONAL ASSOCIATION AT 550 WEST SKELTON STREET IN THE CITY OF FAYETTEVILLE, ARKANSAS

Attachments: [550 WEST SKELTON STREET](#)

C. Unfinished Business:**C.1** [2016-0248](#)**FALLING WATERS APPEAL:**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 16-5385 FOR APPROXIMATELY 35.31 ACRES ON DEAD HORSE MOUNTAIN ROAD FROM R-A, RESIDENTIAL AGRICULTURE TO RSF-2, RESIDENTIAL SINGLE FAMILY, 2 UNITS PER ACRE SUBJECT TO A BILL OF ASSURANCE LIMITING DEVELOPMENT TO 51 HOMES

(LEFT ON FIRST READING)

Attachments: [FALLING WATERS APPEAL](#)

At the May 17, 2016 this item was left on the first reading

D. New Business:**D.1** [2016-0266](#)**RZN 16-5400 (SOUTHEAST CORNER OF PERSIMMON & BROYLES AVE./CROSS KEYS SOUTH SD):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 16-5400 FOR APPROXIMATELY 1.43 ACRES LOCATED AT THE SOUTHEAST CORNER OF PERSIMMON AND BROYLES AVENUE FROM R-A, RESIDENTIAL AGRICULTURAL AND NC, NEIGHBORHOOD CONSERVATION TO NC, NEIGHBORHOOD CONSERVATION AND R-A, RESIDENTIAL AGRICULTURAL

Attachments: [RZN 16-5400 \(SOUTHEAST CORNER OF PERSIMMON & BROYLES AVE./CROSS KEYS SOUTH SD\)](#)

D. 2 [2016-0255](#)**VAC 16-5404 (1649 W. FARMINGTON ST./STEVENS):**

AN ORDINANCE TO APPROVE VAC 16-5404 SUBMITTED BY ANGELA STEPHENS FOR PROPERTY LOCATED AT 1649 WEST FARMINGTON STREET TO VACATE PORTIONS OF AN ACCESS EASEMENT

Attachments: [VAC 16-5404 \(1649 W. FARMINGTON ST./STEVENS\)](#)

D. 3 [2016-0278](#)**THEATRE SQUARED, INC.:**

A RESOLUTION TO APPROVE A LONG TERM LEASE OF THE SPRING AND WEST PARKING LOT WITH THEATRE SQUARED, INC. TO CONSTRUCT A PERFORMANCE THEATER WITH EDUCATIONAL AND COMMUNITY EVENT SPACE

Attachments: [THEATRE SQUARED, INC.](#)

D. 4 [2016-0276](#)**MARK ZWEIG, INC.:**

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A COST SHARE AGREEMENT WITH MARK ZWEIG, INC. FOR A WATER MAIN UPGRADE ALONG COLLEGE AVENUE BETWEEN EAST DAVIDSON STREET AND EAST MAPLE STREET WITH THE AMOUNT TO BE PAID BY THE CITY OF FAYETTEVILLE NOT TO EXCEED \$73,100.40

Attachments: [MARK ZWEIG, INC.](#)

D. 5 [2016-0272](#)**OZARKS ELECTRIC COOPERATIVE CORPORATION, INC.:**

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND AUTHORIZE A 25 YEAR LICENSE AGREEMENT WITH OZARKS ELECTRIC COOPERATIVE CORPORATION, INC. FOR THE PURCHASE OF 100 SHARES AT THE OZARKS NATURAL ENERGY SOLAR FACILITY IN THE AMOUNT OF \$34,000.00

Attachments: [OZARKS ELECTRIC COOPERATIVE CORPORATION, INC.](#)

D. 6 [2016-0273](#)

TREE PRESERVATION AREA MODIFICATION:

A RESOLUTION TO APPROVE A MODIFICATION TO AN EXISTING TREE PRESERVATION AREA AT THE WALTON ARTS CENTER FOR THE PURPOSE OF INSTALLING PUBLIC ART

Attachments: [TREE PRESERVATION AREA MODIFICATION](#)

E. City Council Agenda Session Presentations:

E. 1 [2016-0245](#)

AGENDA SESSION PRESENTATION - CH2M ANNUAL REPORT, BILLY AMMONS

E. 2 [2016-0250](#)

AGENDA SESSION PRESENTATION - TRAIL CONSTRUCTION STATUS UPDATE -
MATT MIHALEVICH

F. City Council Tour:

G. Announcements:

H. 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 479-575-8330.

A copy of the complete City Council agenda is available at www.fayetteville-ar.gov or in the office of the City Clerk, 113 W. Mountain, Fayetteville, Arkansas.



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0269

Agenda Date: 6/7/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 2

BID #16-23 JBZ, INC. D/B/A ELLINGSON CONTRACTING:

A RESOLUTION TO AWARD BID # 16-23 AND APPROVE A CONTRACT WITH JBZ, INC. D/B/A ELLINGSON CONTRACTING IN THE AMOUNT OF \$287,300.00 FOR THE CONSTRUCTION OF KITCHEN RENOVATIONS AT THE FAYETTEVILLE SENIOR CENTER; TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$30,153.00; TO APPROVE CHANGE ORDER NO. 1 TO REFLECT VALUE ENGINEERING ITEMS AND REDUCE THE CONTRACT AMOUNT BY \$53,560.00; 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 awards Bid # 16-23 and approves a contract with JBZ, Inc. d/b/a Ellingson Contracting in the amount of \$287,300.00 for the construction of kitchen renovations at the Fayetteville Senior Center, and further approves a project contingency in the amount of \$30,153.00.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves Change Order No. 1 to the contract with JBZ, Inc. d/b/a Ellingson Contracting to reflect value engineering items and reduce the contract amount by \$53,560.00.

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

2016-0269

Legistar File ID

6/7/2016

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Connie Edmonston/Wade Abernathy

5/18/2016

Parks & Recreation /
Parks & Recreation Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a contract with Ellingson Contracting in the amount of \$287,300 & a simultaneous change order reducing the contract amount by \$53,560 for a final contract amount of \$233,740 for the construction of 684 square feet & 500 square feet of kitchen renovation space to the City of Fayetteville Senior Activity & Wellness Center located in Walker Park on 901 South College Avenue. Approval of a budget adjustment to recognize \$25,000 Walmart Foundation & \$5,714 from the completed Senior Center's parking lot project. Also recommend approval of a project contingency of \$30,153.

Budget Impact:

4470.9470.5315.00

Sales Tax Cap Imp

Account Number

Fund

15010.1 &
14006.1

Walker Park Sr Activity & Wellness Ctr
Fayetteville Sr. Center Pkng Lot/Drainage

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 116,578.00

Funds Obligated \$ 3,284.36

Current Balance \$ 113,293.64

Does item have a cost? Yes

Item Cost \$ 129,850.00

Budget Adjustment Attached? Yes

Budget Adjustment \$ 30,714.00

Remaining Budget \$ 14,157.64

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

42315

Approval Date:

Comments: deMx Architects contracts for professional services approved on April 23, 2015.



CITY COUNCIL AGENDA MEMO

MEETING OF JUNE 7, 2016

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Connie Edmonston, Parks & Recreation Department, Sr. Director

FROM: Wade Abernathy, Facilities Management & Building Construction Manager

DATE: May 16, 2016

SUBJECT: Approval of a Contract with Ellingson Contracting for the construction of the Fayetteville Senior Activity and Wellness Center Kitchen Renovation Bid-16-23, approval of Change Order #1 reflecting value engineering items, approval of project contingency budget, and approval of a budget adjustment.

RECOMMENDATION:

Staff recommends approval of a contract with Ellingson Contracting in the amount of \$287,300.00 and a simultaneous change order reducing the contract amount by \$53,560.00 for a final contract amount of \$233,740.00 for the construction of 684 square feet and 500 square feet of kitchen renovation space to the City of Fayetteville Senior Activity and Wellness Center located in Walker Park on 901 South College Avenue. Approval of a budget adjustment to recognize \$25,000 Walmart Foundation and \$5,714 from the completed Senior Center's parking lot project. Also recommend approval of a project contingency of \$30,153.

BACKGROUND:

The Fayetteville Senior Activity and Wellness Center located in Walker Park is in need of expansion/improvements to the kitchen. The project was submitted as part of the adopted 5-Year Capital Improvement Plan as follows: (2015) - \$25,000.00; (2016) - \$100,000.00; (2017) - \$150,000.00.

On April 23, 2015, a contract with deMx Architecture, P.A. was approved to provide architectural services for the Center in the amount of \$18,500.00. Expanding the space, renovating the existing kitchen, and adding a new walk in freezer and kitchen equipment will allow the Center to not only accommodate the current number of patrons served, but will also accommodate future needs. (See attached Plans and Exterior View.) The Center prepares 325 to 350 meals per day for the Center's visitors, Hillcrest Towers, Fayetteville Meals on Wheels, and the Elizabeth Richardson Center.

DISCUSSION:

Bids by two contractors were received on April 22, 2016. Ellingson Contracting provided the lowest responsive bid of \$287,300.00. This was approximately 14.5 percent over funds certified, therefore staff began a value engineering process to identify items to remove from the contract which reduced the project amount by \$53,560.00 as detailed in the attached Change Order No.1. The value engineering items include removal of a drink bar, and work associated with a chef's office. The recycling of an existing range hood from Animal Services' Ranger's Panty, as well as the self-performed HVAC work by Facilities Management Division also reduced costs.

BUDGET/STAFF IMPACT:

This project will be funded from the Walker Park Sr. Activity & Wellness Center project numbers 15010.1 and 14006.1 in the Sales Tax Capital Improvement Fund.

The remaining costs include:

1. deMx Architects remaining contract: \$ 4,400.00
2. Purchase of a walk-in freezer: \$ 20,000.00
3. Ellingson construction contract: \$233,740.00
4. Project contingency: \$ 30,153.00

Total Budget Remaining \$288,293.00.

Construction of the project will be completed in two phases. Phase 1 of the contract will be in 2016 in the amount of \$129,850.00. Phase 2 will be in 2017 in the amount of \$103,890.00 pending City Council approval.

Current funds available in 2016 for Phase 1 are \$138,293.00. This includes \$25,000.00 from the Walmart Foundation Grant program that was awarded to the Area Agency on Aging of Northwest Arkansas for the kitchen expansion project. The Area Agency will reimburse the City once expenses are incurred. (See attached letter.)

Attachments:

Contract with Ellingson Contracting
Change Order No. 1 with Ellingson Contracting
Budget Adjustment
Purchase Order Request
Exterior elevation and floor plan rendering
Certification of Bids
Bid Form
Letter from Area Agency on Aging of Northwest Arkansas

Section 00523
AGREEMENT
BETWEEN CITY OF FAYETTEVILLE AND CONTRACTOR

THIS AGREEMENT is dated as of the seventh day of June in the year 2016 by and between the City of Fayetteville, Arkansas (hereinafter called CITY OF FAYETTEVILLE) and Ellingson Contracting (herein after called CONTRACTOR).

CITY OF FAYETTEVILLE and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents.

This project includes renovation of and addition to the kitchen at the Fayetteville Sr. Center as per plans, specifications, and addendums.

Article 2. PROJECT MANAGER.

This Project has been designed by deMx Architecture under the supervision of:

City of Fayetteville Parks and Recreation Department
1455 South Happy Hollow Road
Fayetteville, Arkansas 72701

and will hereinafter be called PARKS AND RECREATION DEPARTMENT PROJECT MANAGER and who is to act as CITY OF FAYETTEVILLE's representative, assume all duties and responsibilities, and have the rights and authority assigned to PROJECT MANAGER in the Contract Documents in connection with completion of the Work in accordance with the Contract documents.

Article 3. CONTRACT TIME.

3.1. The Work for Phase 1 Construction of the Fayetteville Senior Center Kitchen Renovation shall be substantially complete within 150 consecutive calendar days after the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraphs 14.07.B & C of the General Conditions within 180 consecutive calendar days after the date when the Contract Time commences to run.

3.2. *Liquidated Damages.* CITY OF FAYETTEVILLE and CONTRACTOR recognize that time is of the essence of the Agreement and that CITY OF FAYETTEVILLE will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus and extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by CITY OF FAYETTEVILLE if the Work is not completed on time. Accordingly, instead of requiring any such proof, City of Fayetteville and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay CITY OF FAYETTEVILLE Two hundred and fifty dollars (\$250.00) for each day that expires after the time specified in paragraph 3.1 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 3.1 for completion and readiness for final payment or any proper extension thereof granted by CITY OF FAYETTEVILLE, CONTRACTOR shall pay CITY OF FAYETTEVILLE Two hundred and fifty dollars (\$250.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

CITY OF FAYETTEVILLE shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined from the following Schedule of Values pursuant to paragraphs 4.1 and 4.2 below:

4.1. For all Work other than Unit Price Work, an amount equal to the sum of the established lump sums for each separately identified item of Lump Sum Work; and

4.2. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 4.2.

As provided in paragraph 11.03 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by PARKS AND RECREATION DEPARTMENT PROJECT MANAGER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03.B of the General Conditions.

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions or as modified in the Supplementary Conditions. Applications for Payment will be processed by PARKS AND RECREATION DEPARTMENT PROJECT MANAGER as provided in the General Conditions.

5.1. *Progress Payments.* 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 PARKS AND RECREATION DEPARTMENT PROJECT MANAGER, on or about the 1st day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below and SC-14.02. All such payments will be measured by the schedule of values established in paragraph 2.07 of the General Conditions and based on the number of units completed in the case of Unit Price Work or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in case, less the aggregate of payments previously made and less such amounts as PARKS AND RECREATION DEPARTMENT PROJECT MANAGER shall determine, or CITY OF FAYETTEVILLE may withhold, in accordance with paragraphs 14.02.B.5 & 14.02.D of the General Conditions.

95 percent of Work completed (with the balance of 5 percent being retainage), If Work has been 50 percent completed as determined by the PARKS AND RECREATION DEPARTMENT PROJECT MANAGER, and if the character and progress of the Work have been satisfactory to CITY OF FAYETTEVILLE and PARKS AND RECREATION DEPARTMENT PROJECT MANAGER, CITY OF FAYETTEVILLE, on recommendation of PARKS AND RECREATION DEPARTMENT PROJECT MANAGER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of work completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100 percent of the Work completed.

100 percent of materials and equipment not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to CITY OF FAYETTEVILLE as provided in paragraphs 14.02.B.5 & 14.02.D of the General Conditions. That is, if any such items are setup for that type payment in the Specifications.

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 98 percent of the Contract Price (with the balance of 2 percent being retainage), less such amounts as PARKS AND RECREATION DEPARTMENT PROJECT MANAGER

shall determine, or CITY OF FAYETTEVILLE may withhold, in accordance with paragraphs 14.02.B.5 & 14.02.D of the General Conditions.

5.3 *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraphs 14.07.B & C of the General Conditions, CITY OF FAYETTEVILLE shall pay the remainder of the Contract Price as recommended by PARKS AND RECREATION DEPARTMENT PROJECT MANAGER as provided in said paragraphs 14.07.B & C.

Article 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce CITY OF FAYETTEVILLE to enter into this Agreement CONTRACTOR makes the following representations:

6.1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in Article 7) and the other related data identified in the Bidding Documents including "technical data."

6.2. CONTRACTOR has visited the sites and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, or furnishing of the Work.

6.3. 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.

6.4. CONTRACTOR has carefully studied all 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 which have been identified in the Supplementary Conditions as provided in paragraph 4.02.A of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph SC-4.02 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions.

CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that CITY OF FAYETTEVILLE and PARKS AND RECREATION DEPARTMENT PROJECT MANAGER 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. CONTRACTOR has obtained and carefully studied (or assumes responsibility for 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, 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 CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance 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.

6.5. CONTRACTOR is aware of the general nature of work to be performed by CITY OF FAYETTEVILLE and others at the site that relates to the Work as indicated in the Contract Documents.

6.6. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

6.7. CONTRACTOR has given PARKS AND RECREATION DEPARTMENT PROJECT MANAGER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by PARKS AND RECREATION DEPARTMENT

PROJECT MANAGER is acceptable to CONTRACTOR and 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

The Contract Documents which comprise the entire agreement between CITY OF FAYETTEVILLE and CONTRACTOR concerning the Work consist of the following:

- 7.1. This Agreement (pages 1 to 7, inclusive).
- 7.2. Performance and Payment Bonds, (Exhibits A and B respectively).
- 7.3. Certificates of Insurance, (Exhibit C).
- 7.4. Documentation submitted by CONTRACTOR prior to Notice of Selection (Exhibit D).
- 7.5. General Conditions (pages 1 to 42, inclusive).
- 7.6. Supplementary Conditions (pages 1 to 13 inclusive).
- 7.7. Specifications consisting of Divisions 1 through 32 as listed in table of contents thereof.
- 7.8. Addenda number 1, inclusive.
- 7.9. One set of drawings (not attached hereto) consisting of: a cover sheet and additional sheets as enumerated in the drawing index with each sheet bearing the following general title: Construction Documents- Fayetteville Senior Center Kitchen Renovation.
- 7.10. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:
 - 7.10.1. Notice to Proceed
 - 7.10.2 All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraph 3.04 of the General Conditions.

The documents listed in paragraphs 7.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.04 of the General Conditions.

Article 8. MISCELLANEOUS.

8.1. Terms used in the Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

8.2. 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.

8.3. CITY OF FAYETTEVILLE and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

8.4. 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 stricken provision or part thereof with a valid and enforceable provision that comes as close as possible expressing the intention of the stricken provision.

8.5. 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.

8.6. Freedom of Information Act. City 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, 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.

8.7. 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.

8.8. 2016 Phase 1 of the contract will be in the amount of 129,850. 2017 Phase 2 of the contract will be in the amount of \$103,890. Phase 2 will be null and void unless the city council specifically approves funding in the 2017 Budget.

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to CITY OF FAYETTEVILLE, and one counterpart has been delivered to CONTRACTOR. All portions of the Contract Documents have been signed, initialed, or identified by CITY OF FAYETTEVILLE and CONTRACTOR or identified by PARKS AND RECREATION DEPARTMENT PROJECT MANAGER on their behalf.

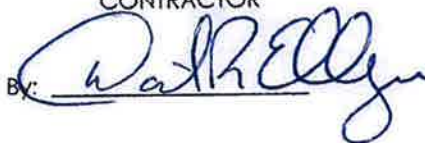
This Agreement will be effective on June 7, 2016 (which is the Effective Date of the Agreement).

CITY OF FAYETTEVILLE:

By: _____
Mayor

[CORPORATE SEAL]

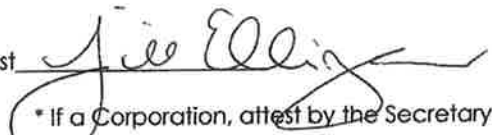
CONTRACTOR

By: 

[CORPORATE SEAL]

Attest _____

*Attest


* If a Corporation, attest by the Secretary.
Address for giving notices



AIA® Document G701™ – 2001

Change Order

PROJECT: <i>(Name and address)</i> Fay. Senior Center Renovation Fayetteville, AR	CHANGE ORDER NUMBER: 001 DATE: 6/7/2016 ARCHITECT'S PROJECT NUMBER: 34415	OWNER ☒ ARCHITECT ☒ CONTRACTOR ☒ FIELD ☐ OTHER ☐
TO CONTRACTOR: <i>(Name and address)</i> Ellingson Contracting PO Box 7202 Siloam Springs, AR 72761	CONTRACT DATE: 6/7/2016 CONTRACT FOR: General Construction	

The Contract is changed as follows:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives.)

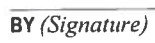
See attachment provided by Ellingson Contracting (REV. 5/13/16) for Value Engineering Items and Phasing.

The original	(Contract Sum)	was	\$	287,300.00
The net change by previously authorized Change Orders			\$	0
The	(Contract Sum)	prior to this Change Order was	\$	287,300.00
The	(Contract Sum)	will be (decreased) by this Change Order in the amount of	\$	53,560
The new	(Contract Sum)	, including this Change Order, will be	\$	233,740.00
The Contract Time will be (unchanged) by		(0) days.		

The date of Substantial Completion as of the date of this Change Order, therefore, is Not Changed

(NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

deMx architecture ARCHITECT <i>(Firm name)</i>	Ellingson Contracting CONTRACTOR <i>(Firm name)</i>	City of Fayetteville OWNER <i>(Firm name)</i>
104 N. East Ave. Fayetteville, AR 72701 ADDRESS	PO Box 7202 Siloam Springs, AR 72761 ADDRESS	113 West Mountain Street Fayetteville, AR 72701 ADDRESS
 BY <i>(Signature)</i>	 BY <i>(Signature)</i>	 BY <i>(Signature)</i>
Timothy W. Maddox, Principal <i>(Typed name)</i>	David Ellingson, President <i>(Typed name)</i>	Lioneld Jordan, Mayor <i>(Typed name)</i>
5/16/2016 DATE	DATE	DATE

FAYETTEVILLE SENIOR CENTER - Cost Shifting & Value Engineering Items

Ellingson Contracting REV. 5/13/16

ITEMS SHIFTED FROM PHASE I TO PHASE II	Phase I \$ 183,700.00	Phase II \$ 103,600.00	Bid Amount \$ 287,300.00
Demo Notes 1, 2, 4, 8, 9 on Sheet A1.1 to Phase II	\$ (2,200.00)	\$ 2,200.00	
Furring over Existing North Wall to Phase II	\$ (800.00)	\$ 800.00	
Wall Cavity and Roof Chord Insulation Work to Phase II	\$ (1,300.00)	\$ 1,300.00	
Fire Sprinkler Work all to Phase II	\$ (5,600.00)	\$ 5,600.00	
Mechanical Hood and Duct Work all to Phase II	\$ (25,800.00)	\$ 25,800.00	
Electrical Conduit Piping and Rough-In to Phase II	\$ (5,800.00)	\$ 5,800.00	
Plumbing Rough-In Work above Slab to Phase II	\$ (750.00)	\$ 750.00	
Stucco to be installed in Phase II	\$ (8,200.00)	\$ 8,200.00	
6'-9" wall on A1.3 to be framed in Phase II	\$ (650.00)	\$ 650.00	
Soffit and Bug Screen to Phase II	\$ (2,750.00)	\$ 2,750.00	
Revised Values	\$ 129,850.00	\$ 157,450.00	\$ 287,300.00

VALUE ENGINEERING ITEM OPTIONS

	Item Description	Value	
1	Omit New Drink Bar and Demo of Existing Drink Counter	\$ 20,300	
2	Modifications* to Lighting Fixture Package	\$ 850	
3	Omit Dry Storage Walls and Shelving	\$ 3,700	
4	Omit all HVAC work and the Kitchen Hood System	\$ 25,800	
5	Omit work in Room 102	\$ 2,150	
6	Cast-Iron to PVC Underslab	\$ 760	
		<u>\$ 53,560</u>	\$ 233,740.00

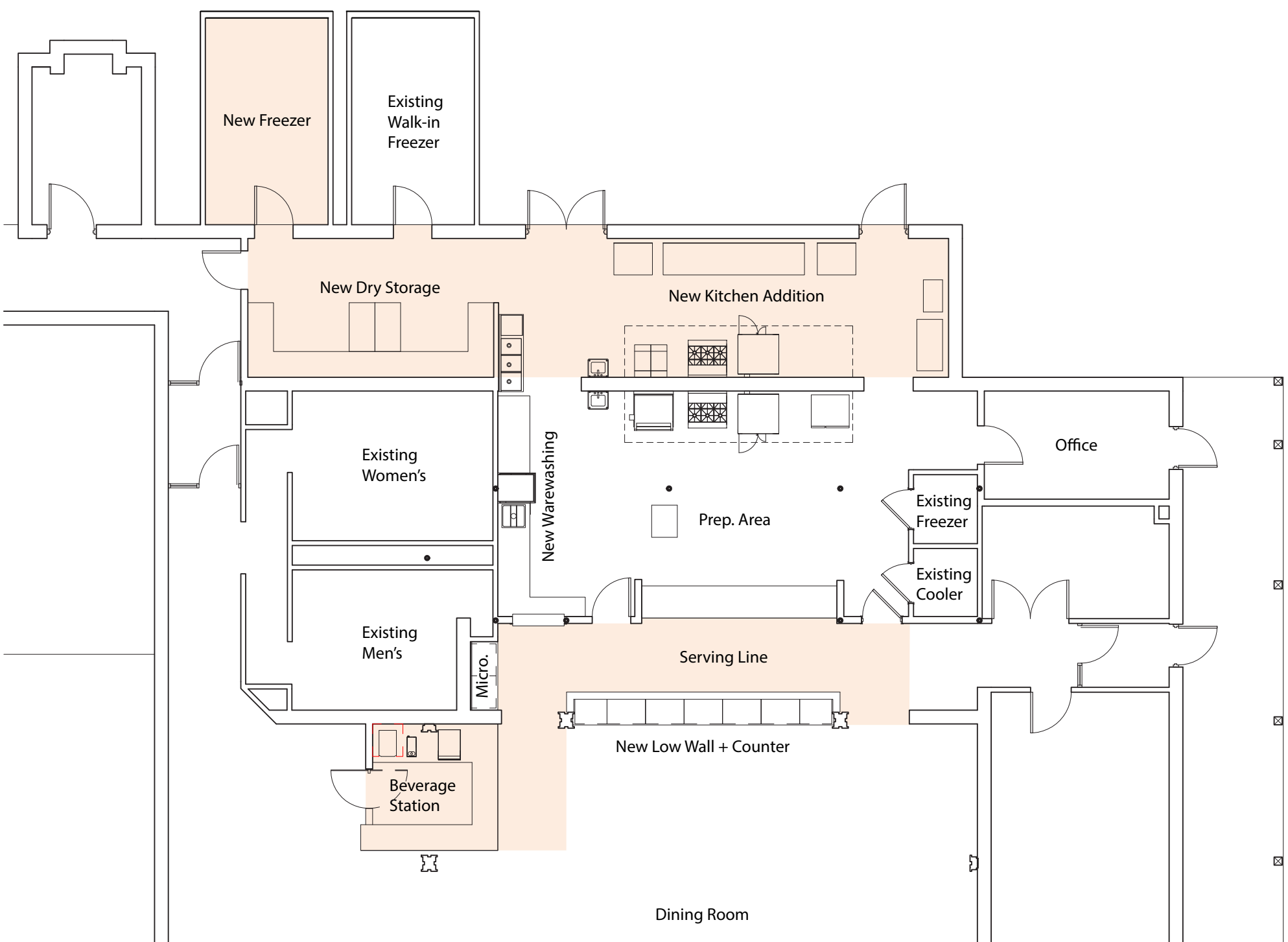
*C1E, L1, L2, L2E to fluorescent - XE from Barron to Williams - W1 from LED to HID

^Alternate must be verified by GC to work with other components of the hood system

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: 5/16/2016	
							P.O Number:			
Vendor #: 26943			Vendor Name: Ellingson Contracting				Mail ☐ YES ☐ NO		Legistar#: 2016-0269 Expected Delivery Date: 2016-2017	
Address: P.O. Box 7202					FOB Point:		Taxable ☐ YES ☐ NO			
City: Siloam Springs			State: AR		Zip Code: 72761		Ship to code:		Quotes Attached ☐ YES ☐ NO	
Requester: Wade Abernathy					Requester's Employee #: 4050		Extension: 8361			
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number		Project.Sub#	Inventory #	Fixed Asset #
1	Sr. Center Kitchen Expansion -Phase I				\$129,850.00	4470.9470.5315.00		15010.1		6325
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>\$129,850.00</u> Tax: _____ Total: <u>\$129,850.00</u>			
Approvals: Mayor: _____ Chief Financial Officer: _____ Dispatch Manager: _____ Department Director: _____ Budget Director: _____ Utilities Manager: _____ Purchasing Manager: _____ IT Director: _____ Other: _____										

Fayetteville Senior Center Kitchen Renovation

deMx architecture



Floor Plan - Not to Scale





Bid: 16-23
04.22.2016
TIME: 2:00 PM
CITY OF FAYETTEVILLE

Bid 16-23, Construction - Fayetteville Senior Center Renovations

		Benchmark Const	Ellingson Contracting
Item	Description	Price Per Phase	Price Per Phase
1	Phase I	\$ 230,000.00	\$ 183,700.00
2	Phase II	\$ 183,000.00	\$ 103,600.00
TOTAL BID BASED ON ESTIMATE		\$ 413,000.00	\$ 287,300.00

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

CERTIFIED:


A. Rennie, Purchasing Manager

Witness

4/25/16
Date

Section 00400
BID FORM

Contract Name: Construction – Fayetteville Senior Center Kitchen Renovation
Bid Number 16-23

BID TO:

Owner: The City of Fayetteville, Arkansas
113 West Mountain Street
Fayetteville, Arkansas 72701

BID FROM:

Bidder:

ELLINGSON CONTRACTING (A BBA of JBZ, INC)
PO BOX 7202
SILOAM SPRINGS, AR 72761

Section 1 – Intent:

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the City of Fayetteville 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.

Section 2 – Terms & Conditions:

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 180 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 City's Notice of Award.

Section 3 – Bidder's Representations:

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>
1	4/15/16
_____	_____
_____	_____
_____	_____
_____	_____

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 City and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to Underground Facilities at or contiguous to the Site.

E.) Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto.

F.) Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performing and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.

G.) Bidder is aware of the general nature of work to be performed by City 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 bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over City.

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.

M.) 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.

Section 4 – Lump Sum Base Bid Price:

The undersigned hereby proposes to furnish all labor, materials, equipment and services required to complete the Renovations & Additions to the Fayetteville Senior Center Kitchen, all in accordance, therewith, for the sum of

TWO HUNDRED EIGHTY-SEVEN THOUSAND THREE HUNDRED AND $\frac{00}{100}$
(written in words) _____ Dollars (\$ 287,300⁰⁰)

**** For owner's funding purposes only, provide price for Phase I and Phase II. The total for Phase I and Phase II below shall equal the sum of the above Lump Sum Base Bid Price.**

Phase I: ONE HUNDRED EIGHTY-THREE THOUSAND SEVEN HUNDRED
(written in words) _____ Dollars (\$ 183,700⁰⁰)

PHASE II Phase I: ONE HUNDRED THREE THOUSAND SIX HUNDRED AND $\frac{00}{100}$ —
(written in words) _____ Dollars (\$ 103,600⁰⁰)

**** A Contractor's License is required to bid this project. This project requires a five (5) percent bid bond in the form of a corporate bid bond or cashier's check from a bank located in the State of Arkansas at time of bid opening. After contract award, a one hundred (100) percent performance and payment bond is required along with proof of insurance before construction begins. Performance and payment bond shall be provided to the City after it has been file marked by the Washington County Circuit Clerk's Office. All filing fees shall be the responsibility of the Bidder.**

Costs include a complete turn-key price for work indicated on drawings and in specifications provided by the Project Manager plus any site restoration required to return the site to its original form. All improvements listed above shall include applicable shipping, sales tax, and any other costs incurred to the City of Fayetteville.

The Bidder shall state the price bid in words and figures (written in ink or typed) for each pay item, and the total bid. In case of conflict between words and figures, the words, unless obviously incorrect, shall govern.

Bidder understands the City reserves the right to award the total project, or to reject any or all bids and to waive any informalities in the bidding.

Bidder agrees that this Bid shall be good and will not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Section 5 – Listing of Subcontractors:

I, the signed General Contractor, certify that proposals from the following subcontractors were used in the preparation of my proposal. I agree that if I am the successful bidder, and if the following subcontractors are approved by the City, I will not enter into contracts with others for these divisions of the Work without written approval from the City.

N/A

Section 6 – Contract Times:

A.) Bidder agrees that the Work will be substantially completed and ready for final payment within the number of calendar days indicated in the Agreement.

B.) Bidder accepts the provisions of the Agreement referring to liquidated damages in the event of failure to complete the Work with the times specified in the Agreement.

Section 7 – Communications:

A.) Communications concerning this Bid shall be addressed to the Bidder as follows:

Contractor: ELLINGSON CONTRACTING

Primary Contact: DAVID ELLINGSON

Address: PO Box 7202, SILOAM SPRINGS, AR 72761

Phone No.: (479) 215-6889

FAX No.: NA

Section 8 – Signature:

A.) This bid is being submitted in good faith, according to the entire bid package presented:

SUBMITTED on this 22 Date of APRIL, 20 16.

Arkansas State Contractor License No. 0324340317

If Bidder is:

OPTION 1: An Individual

Name (type or printed): _____

By: _____ (SEAL)

(Individual's Signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No. _____

OPTION 2: 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. _____

OPTION 3: A Corporation or LLC

Corporation Name: JBZ, INC _____ (SEAL)

Date of Incorporation: 9/7/10 _____

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

FOR PROFIT CORPORATION – GENERAL BUSINESS

By: David R. Ellingson
(Signature – attach evidence of authority to sign)

Name (type or printed): DAVID R. ELLINGSON

Title: PRESIDENT

(CORPORATE SEAL)

Business address: PO Box 7202
SILAM SPRINGS, AR 72761

Phone No.: (479) 215-6889 FAX No.: N/A

****NOTICE: BIDDERS ARE REQUIRED TO PROVIDE PRICING FOR ALL LINE ITEMS. FAILURE TO PROVIDE PRICING CAN RESULT IN BID BEING REJECTED.**

****THE CITY INTENDS TO AWARD THIS CONTRACT TO THE LOWEST QUALIFIED RESPONSIVE RESPONSIBLE BIDDER BASED ON THE LUMP SUM BID AS LONG AS SUCH BID FALLS WITHIN THE AMOUNT OF FUNDS CERTIFIED FOR THE PROJECT PLUS 25%.**

IN THE EVENT NO BID FALLS WITHIN THE AMOUNT OF FUNDS CERTIFIED FOR THE PROJECT, PLUS 25%, THE CITY WILL UTILIZE DEDUCTIVE ALTERNATES, IF APPLICABLE, IN ORDER UNTIL BIDS CAN BE COMPARED WITHIN THE AMOUNT CERTIFIED, PLUS 25%.

IN THE EVENT ALL DEDUCTIVE ALTERNATES ARE SUBTRACTED AND NO BID FALLS WITHIN THE AMOUNT CERTIFIED, PLUS 25%, ALL BIDS SHALL BE REJECTED.

End of Section 00400

BID BOND

STATE OF ARKANSAS

KNOW ALL PERSONS BY THESE PRESENTS, that we:

JBZ, Inc. dba Ellingson Contracting Principal and Contractor,

and

Western Surety Company

hereinafter called Surety, are held and firmly bound unto the City of Fayetteville, Arkansas and represented by its Mayor and City Council, hereinafter called Owner, in the sum of

5% of Bid Amount DOLLARS (\$)

lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS, the Principal contemplates submitting or has submitted a bid to the Owner for the furnishing of all labor, materials (except those to be specifically furnished by the Owner), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Bid and the detailed Drawings and Specifications, entitled:

*Construction – Fayetteville Senior Center Kitchen Renovation
City of Fayetteville, Arkansas*

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the Owner for the performance of said Contract within twelve (12) consecutive calendar days after written notice having been given of the award of the Contract. Cashier's check if submitted shall be from a bank located in the State of Arkansas.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within Twelve (12) consecutive calendar days after written notice of such acceptance enters into a written Contract with the Owner and furnishes a Contract Surety Bond in an amount equal to 100 percent of the base bid, satisfactory to the Owner, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the Owner and the Surety herein agrees to pay said sum immediately upon demand of the Owner in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the said JBZ, Inc. dba Ellingson Contracting, as Principal herein,

has caused these presents to be signed in its name by its President

and attested by its under its corporate seal, and the said

Western Surety as Surety herein, has

caused these presents to be signed in its name by its Attorney-in-fact.

**Bid 16-23, Construction – Fayetteville Senior Center Kitchen Renovation
City of Fayetteville**

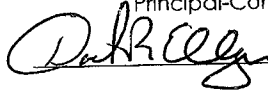
April 2016

_____ under its corporate seal, this 20th day of April A.D., 2016.

Signed, sealed and delivered
in the presence of:

JBZ, Inc. dba Ellingson Contracting

Principal-Contractor



By David Ellingson

President

Title

Western Surety Company



Attorney-in-Fact (Power-of-Attorney
to be Attached)

By Bryan Scott Clinkscales

Resident Agent


As to Principal

Surety


As to Surety



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 62751276

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Bryan Scott Clinkscapes

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Jbz, Inc. dba Ellingson Contracting

Obligee: City of Fayetteville

Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of July 21st, 2016, but until such time shall be irrevocable and in full force and effect.

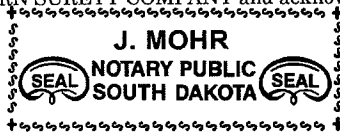
In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 22nd day of April, 2016.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

On this 22nd day of April, in the year 2016, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 22nd day of April, 2016.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Section 00418

VENDOR REFERENCES

Bid #16-23, Construction- Fayetteville Senior Center Kitchen Renovation

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

COMPANY NAME: ELLINGSON CONTRACTING

BUSINESS ADDRESS: PO BOX 7202, SILOAM SPRINGS, AR 72761

NUMBER OF YEARS IN BUSINESS: 3 HOW LONG IN PRESENT LOCATION: 1 YR

TOTAL NUMBER OF CURRENT EMPLOYEES: 3 FULL TIME 6 PART TIME

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT:
1 FULL TIME 2 PART TIME

PLEASE LIST FOUR (4) LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed). Contractors shall have valid experience.

1. CON-REAL, LITTLE ROCK, AR

COMPANY NAME
UA HEATING PLANT
FAYETTEVILLE, AR 72701
CITY, STATE, ZIP

MICHAEL SMITH
CONTACT PERSON

(501) 786-6029
TELEPHONE

2/22/16
DATE COMPLETED

msmith@con-real.com
E-MAIL ADDRESS

2. BERMAN CONSULTANTS, CALIFORNIA

COMPANY NAME
ROGERS, AR 72758
CITY, STATE, ZIP

JOE BERMAN
CONTACT PERSON

(310) 505-9504
TELEPHONE

PHASE I 4/22/16
DATE COMPLETED

BERMANCONSULTANTS@GMAIL.COM
E-MAIL ADDRESS

Bid # 16-23, Construction – Fayetteville Senior Center Kitchen Renovation

3. BELFOR RESTORATION, TULSA

COMPANY NAME

TULSA, OK

FAYETTEVILLE, AR

CITY, STATE, ZIP

MARK MOESTA

CONTACT PERSON

(918) 924-8280

TELEPHONE

6-17-15 / 6-7-15

DATE COMPLETED

MARK.MOESTA@US.BELFOR.COM

E-MAIL ADDRESS

4. JOHN BROWN UNIVERSITY

COMPANY NAME

SILAM SPRINGS, AR

CITY, STATE, ZIP

JIM CALDWELL

CONTACT PERSON

(479) 238-4069

TELEPHONE

ON GOING

DATE COMPLETED

JCALDWEL@JBU.EDU

E-MAIL ADDRESS

WALMART - ~~LA PETTE~~ TULSA

LA PETTE - ~~FAYETTEVILLE~~

12-31-14

AREA AGENCY ON AGING OF NORTHWEST ARKANSAS

With support from the Area Agency on Aging Foundation

1510 Rock Springs Road

P.O. Box 1795

Harrison, Arkansas 72602-1795

Jerry L. Mitchell, Executive Director



(870) 741-1144

1-800-432-9721

Fax: (870) 741-6214

TDD: (870) 741-1346

May 18, 2016

Connie Edmonston
City of Fayetteville
Parks and Recreation
113 West Mountain
Fayetteville, AR 72701

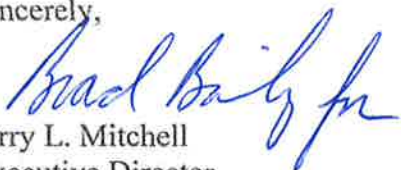
Dear Connie,

The Area Agency on Aging of Northwest Arkansas (AAANWA) is in receipt of \$25,000 from the Walmart Foundation to be used for the kitchen expansion of the Walker Park Fayetteville Senior Activity and Wellness Center. AAANWA will reimburse the City of Fayetteville in that amount once expenses have incurred.

The grant that AAANWA has received also included other monies for other projects. I have included a copy of the grant proposal and an email from Karen Parker when AAANWA was notified from the Walmart Foundation that the grant was accepted and would be funded.

If you need anything further from this office, please contact me.

Sincerely,


Jerry L. Mitchell
Executive Director

Enclosure

Angie Dunlap

From: Karen Parker <Karen.Parker@walmart.com>
Sent: Tuesday, December 15, 2015 9:31 AM
To: Angie Dunlap
Subject: Grant

Angie,

We have reviewed your grant request and will fund \$212,500 for the trucks and kitchen renovation. Due to being in the early stages of the waste program we are not going to fund the expansion at this time.

The check should be mailed within 7 – 10 days.

Thank you,
Karen

...

Your Submitted Application

The application you previously submitted appears below. No further changes may be made to this application. Click here to [return to the Welcome page](#).

Contact Information

* First Name Angie
 * Last Name Dunlap
 * Contact Title Director of Senior Center Services
 * Telephone 870-741-1144
 * E-mail Address adunlap@aaanwar.org
 * Contact Type Grant Preparer
 * Contact's Role Employee

Organization Profile

Official Name AREA AGENCY ON AGING OF NORTHWEST ARKANSAS
 * **Legal Name** Area Agency on Aging of Northwest Arkansas
AKA Name Area Agency on Aging of NW AR
 * **Organization Address** PO BOX 1795
 * **Organization City** HARRISON
 * **Organization State** Arkansas
 * **Organization Zip** 72602
 * **State of Organization's Incorporation**
 * **IRS Determination Letter**
 * **Board of Directors**
Non-U.S. Government Personnel
Non-U.S. Government Personnel (Relatives)
 * **Organization Mission** The mission of the Area Agency on Aging of Northwest Arkansas is to commit financial and human resources to enhance the lives of the Northwest Arkansas senior community
 * **Organization's Facebook Site** <https://www.facebook.com/TheAgingExperts/>
 * **Organization's Twitter Handle** N/A
 * **Organization's Website Address** www.aaanwar.org

Request History

* **Previous Funding** Yes
Previous Funding Date 05/04/2015
Previous Funding Amount \$34,700.00
Previous Funding Description \$34,700 was received to assist seniors in purchasing fresh produce at the local farmer's markets. These funds were used to supplement the Senior Farmer's Market Nutrition Program in Benton and Washington County.

Program Information

* **Project Title** The AAANWA/Washington County Project to Reduce Senior Hunger, Expand Meal Services and Increase Program Sustainability and Capacity Building through Implementation of the NFESH What A Waste Program and Expansion at all Senior Nutrition Centers.
 * **Program Focus Area** Hunger Relief and Nutrition
 * **Program Focus Category** ---Congregate Meals
 * **Unmet Need/Problem Statement** America is a land of plenty that produces enough food to feed everyone; at the same time, the number of seniors facing hunger continues to increase each year. Research commissioned by the National Foundation to End Senior Hunger (NFESH) found that 15.5% seniors, or 9.6 million older individuals, in the U.S. faced the threat of hunger in

2013. That same research identified Arkansas as leading the nation with the largest percentage (26.1%) of seniors threatened by hunger. Rural seniors are more likely to face hunger than those living in cities and hunger threat is higher for women than men. Our centers in Elkins, Lincoln, Farmington, Springdale and Prairie Grove all serve these populations. Women represent 65 percent of those served.

Food waste is a serious and growing problem in the U.S. An estimated 40% of food produced is not consumed by people. The issue of food waste has not been addressed in nonprofit senior nutrition programs (SNP). The amount and source of that waste could not easily be identified and quantified in a methodical and scientific way until NFESH, our subgrantee partner, developed its specialized What A Waste (WAW) initiative and began to provide hands on instruction and consulting to local nutrition programs that implemented the program. WAW helps local meal providers like our senior centers quantify waste and offers them customized solutions to reduce it. NFESH has demonstrated this saves financial resources, so meal programs can expand to provide services to more seniors in need, at the same time that it reduces negative environmental impact and adds an element of sustainability by creating a new food source for programs. Results from pilot sites proved that WAW does accomplish its goals. Through funds provided by Walmart Foundation National Giving to NFESH, the WAW program is currently underway in one SNP in Washington County (as well as in 3 other SNPs in 3 other states); funds provided for this proposal would enable expansion to all centers in the County and make it the only county in the US where all sites have adopted the program.

Washington County Senior Centers (WCSC) have vehicle needs in order to build capacity into their home delivered meal programs. This program is essential for those frail elderly that are homebound and unable to prepare a meal for themselves. The Fayetteville SAWC is also in need of a kitchen expansion in order to produce more meals for the congregate and HDM clients in the Fayetteville service area.

* Fund Use Funds would be used to pay NFesh, the sub grantee of this proposal, for their services on analyzing food waste at the 5 WCSC sites. Funds would be to purchase additional Hot Shot Trucks for the WCSC and a kitchen expansion at the Fayetteville SAWC.

* Program Description The proposed WAW project is designed to assist senior meal programs in WCSC in expanding and improving meal nutrition services to some of the most vulnerable older citizens. As result, the number of seniors in the County threatened by hunger will be reduced. NFESH will deliver a turnkey program to each WCSC. Equipment includes: scale for weighing food waste; hand held tablet to enter data and communicate with NFESH; signage for kitchen/dining areas; gardening equipment & supplies; education & training materials for staff, volunteers & participants. NFESH experts will provide expert guidance at each step of its execution using an on-site visit, video conferences, teleconferences, one-on-one phone calls, and email support.

The major components of WAW are: food waste separation at dining sites; weighing and tracking food waste; analyzing the data to determine both financial costs/loss due to waste and nutrient loss as a result of uneaten food; making recommendations for policy and operational changes, such as menu modification and purchasing changes; diversion of food waste from landfill; creation of on-site gardens using composted soil; and educating senior center participants on healthy nutrition, cooking and gardening. Each WCSC will receive customized, site specific knowledge about what foods are being wasted, the costs of the waste and how operations can be improved, money saved and more seniors served.

Building capacity in our program and serving additional low income senior adults through our home delivered meal program and our congregate meal program has put strain on our aging vehicle fleet of Hot Shot Trucks and on our kitchen in the Fayetteville SAWC. This project would allow use to purchase additional and replacement Hot Shot Trucks and expand the kitchen in Fayetteville to accommodate the growing demands on the meal programs.

* Primary Target Population The primary target population for this grant are those seniors throughout Washington County who face the threat of hunger and/or who rely on Older Americans Act (OAA) senior nutrition programs under contract to the Area Agency on Aging of Northwest Arkansas for some of their regular weekday meals as well as other nutritional support. The OAA mandates that services provided must be targeted to those in "greatest economic and social need," which are the same seniors that independent research commissioned by our project partner NFESH has identified as at risk of hunger threat. In addition, the same research shows that seniors residing in rural areas are more likely to face hunger. Four of the five SNPs participating in this project are located in rural areas, and the fifth serves rural clients as well. We know that by virtue of their regular attendance and reliance on programs that these seniors count on SNPs for part of their regular nutritional intake. The menu improvements instituted under WAW will inure directly to their benefit. So will the shopping and cooking skills class and the opportunities to garden and raise fresh food to consume.

Service expansion made possible by WAW will target additional needy seniors as well. Baseline reports from WAW in Fayetteville show that 14% of meals have been wasted. We assume there is similar waste in other of our SNPs. WAW is designed to help us reduce much of this waste. Those meals currently "wasted" can be used to feed additional seniors who otherwise would have to go without our services. These individuals are the second

cohort of the target population. Our Area Agency on Aging's SNPs have been the recipient of a Walmart grant that has enabled them to provide meals to seniors who were previously on waiting lists due to our limited resources. These funds have been important but will soon be expended. When that happens, waiting lists could be expected, but WAW will enable our SNPs to maintain services.

* Area Served Washington County

* Desired Results The goal of WAW is to reduce hunger among seniors throughout our entire service area. Based on experience from WAW pilots, outcomes for WCSC are expected to be: enhanced knowledge of food waste by staff/management and the seniors who receive meal services from the center; food waste reduction; program cost savings resulting from reduced waste; site-specific operations improvement, such as tailoring menus to specific preferences of seniors while maintaining nutrients required for good health; menu and purchasing modifications to enhance services; expansion of meal services to additional seniors not currently being helped as a result of cost savings that will be reinvested in services; program and environmental sustainability through waste reduction (cost savings and reduction of refuse to landfill); nutrition education for seniors, including shopping and cooking instruction; opportunities for seniors to participate in moderate physical activity through gardening; fresh local food production in the gardens; and public policy recommendations to enhance and expand services to serve more meals to more seniors. Stretching food budgets translates into more healthful meals which in turn reduces hunger. Exercise achieved through gardening also enhances health.

The Hot Shot Truck purchases will allow us to expand services into more rural areas in the area and serve additional homebound clients that are unable to prepare a meal for themselves. This will enable senior adults to remain in their own home for as long as possible. The Fayetteville SAWC's kitchen is at capacity. This kitchen expansion will allow them to serve more meals in both the congregate and HDM settings.

* Program Sustainability The WAW project consists of two complementary teaching modules. The first module is delivered to staff. It teaches how to reduce unnecessarily wasted food and determine what is wasted so that they can make necessary changes to purchasing and preparation procedures. This enables them to save money, provide nutritious meals that seniors will eat rather than discard and expand services so that other seniors who are on waiting lists can begin receiving meals from the program. The second program module includes gardening for seniors themselves on site with composted soil as well as Feeducation, which is cooking and shopping skills and nutrition education and instruction delivered directly to seniors. With this new knowledge, they can better manage their own diets to ensure proper nutrition and stretch their limited food budgets so that they can access more and healthier foods for the meals they prepare and eat at home. Both modules incorporate sustainability - one into program operations and the other into lifestyle changes.

The WAW program is a self-sustaining program. With the initial grant funds the equipment needed will be purchased. The equipment can continue to be used for years to come. The technology, equipment and knowledge/skills acquired and taught will continue to be used in further analyzing the food waste and additional changes to the menu program and/or policies can continue to be made as food waste will still be gathered and tracked. The gardening skills will also continue to be used after the funding cycle is complete. The gardening equipment and areas will be established and still viable for years to come. WAW is designed to be a self-sustaining program and also environmentally sustainable.

The vehicle and kitchen expansion are one time cost occurrences. The vehicles and kitchen expansion will be maintained with current budgets for each WCSC.

* Organizational Budget \$15,447,078.00

* Program Budget \$1,787,783.00

* Requested Grant Amount \$387,500.00

Budget Breakdown

* Budget Items (for this request only) \$212,500.00 Materials and Supplies
\$175,000.00 Other Direct Costs
\$387,500.00 Total

* Personnel Costs Detail N/A

* Materials/Supplies Details Elkins SAWC - Hot Shot Truck \$30,000
Farmington SAWC - Hot Shot Truck \$41,500
Fayetteville SAWC - Hot Shot Truck \$38,500
Lincoln SAC - Hot Shot Truck \$45,000
Springdale SAWC - Hot Shot Truck \$32,500
Fayetteville SAWC - Kitchen Expansion \$25,000

* Other Direct Costs Detail What A Waste Program \$35,000 for each of the 5 senior centers (Elkins, Farmington, Lincoln, Prairie Grove, Springdale) for a total of \$175,000.

* Indirect Costs Detail N/A

Demographics

* People Served	1761
* Gender	606.00 Male 1,135.00 Female 20.00 Unknown/Unreported 1,761.00 Total
* Age Group	0.00 Unknown/Unreported ages 0.00 Children (0-12) 0.00 Youth (13-18) 0.00 Adults (19-24) 0.00 Adults (25-55) 1,761.00 Mature (56+) 1,761.00 Total
* Ethnic Background	15.00 African American or Black 35.00 American Indian or Alaskan Native 6.00 Asian and Pacific American Islander 5.00 Hispanic or Latino 12.00 Multi-ethnic 1,581.00 White 107.00 Unknown/Unreported 1,761.00 Total

Program Metrics

Service Type	Nutrition Education Cooking Skills Education Capacity Building
Number of people served	0.00 Children (0-17) 0.00 Adults (18-59) 1,761.00 Seniors (60+) 0.00 Unknown/Unreported 1,761.00 Total
People Provided Nutrition Education	528.00 Up to 6 hours of instruction 1,233.00 More than 6 hours of instruction 1,761.00 Total
Vehicles (Capacity Building)	5.00 Refrigerated Trucks 5.00 Total
Vehicle Details	Vehicles that will be purchased are Hot Shot Trucks. The vehicles have a heated compartment for hot meals and cooled compartment for cold storage. The Hot Shot Trucks will be used to deliver additional meals and expand existing meal routes.
Equipment Details	N/A

Donor Recognition

* Donor Recognition	We plan to generate awareness about Walmart's support of the innovative program through a number of communications vehicles: Write and disseminate press release(s) announcing the project(s) at the local, State and national levels, including working with NFESH to promote the program in the media Highlight Walmart as a key corporate partner on the NFesh website and AAANWA's website. Work with NFESH so that regular updates and features of the program can be included in NFESH's national web-based newsletter "Rooftops" which has a national readership in the thousands Work with NFESH so that regular updates and features of the program will be included in posts through NFESH's Twitter account Regular updates through the AAANWA Facebook page Highlight Walmart as a key corporate partner in the senior center newsletters
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Additional Information

* Other Major Funders	City of Fayetteville - Kitchen Expansion at the Fayetteville SAWC - \$275,000 General Improvement Funds received towards the purchase of Hot Shot Trucks - \$37,500
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* IRS 990 Form [990 for 2015.pdf \(1.59 MB\)](#), uploaded by Angie Dunlap on 11/18/2015

Budget Year	Division: Parks & Recreation	Adjustment Number
2016	Dept.: Parks & Recreation	
	Requestor: Alan Bearden	

Approval of a budget adjustment to receive/recognize a donation from Area Agency on Aging of Northwest Arkansas (AAANWA) of \$25,000 to be used to renovate the kitchen facilities at Walker Park Senior Activity and Wellness Center (15010.1). The donation will be made upon our spending this \$25,000 amount of project funds and then requesting reimbursement at that time (after the project starts). The contractor planned for the Senior Center renovation work is Ellingson Contracting (Bid # 16-23). This donation from AAANWA is a portion of a grant that it received from the Walmart Foundation

RESOLUTION/ORDINANCE

[illegible]



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0257

Agenda Date: 6/7/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 3

BID #16-31 HILBILT SALES CORPORATION:

A RESOLUTION TO AWARD BID #16-31 AND AUTHORIZE THE PURCHASE OF A 2016 CLEMENT STARLIGHT 3829 TANDEM AXLE DUMP TRAILER FROM HILBILT SALES CORPORATION OF BENTON, ARKANSAS IN THE AMOUNT OF \$39,590.00 PLUS APPLICABLE TAXES FOR USE AT THE CITY WASTEWATER TREATMENT FACILITIES

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #16-31 and authorizes the purchase of a 2016 Clement Starlight 3829 tandem axle dump trailer from HilBilt Sales Corporation of Benton, Arkansas in the amount of \$39,590.00 plus applicable taxes for use at the City wastewater treatment facilities.

City of Fayetteville Staff Review Form

2016-0257

Legistar File ID

6/7/2016

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

Jesse Beeks/Sara Glenn

5/11/2016

Fleet Operations /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to authorize the purchase of one 2016 Clement Starlight 3829 Tandem Axle Dump Trailer available through HilBilt Sales Corp. of Benton, AR, the winner of Bid 16-31, for the amount of \$39,590.00, plus applicable taxes.

Budget Impact:

9700.1920.5802.00

Shop Fund

Account Number

Fund

02080.2016

Other Equipment

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 733,900.00

Funds Obligated \$ -

Current Balance \$ 733,900.00

Does item have a cost? Yes

Item Cost \$ 39,590.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 694,310.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF JUNE 7, 2016

TO: Mayor and City Council

THRU: Terry Gulley, Director of Transportation

FROM: Jesse Beeks, Fleet Operations Superintendent

DATE: May 11, 2016

SUBJECT: Purchase of one Tandem Axle Dump Trailer for Wastewater

RECOMMENDATION:

That City Council approve the purchase of one 2016 Clement Starlight 3829 Tandem Axle Dump Trailer available through HilBilt Sales Corp. of Benton, AR, the winner of Bid 16-31, for the amount of \$39,590.00, plus applicable taxes.

BACKGROUND:

Unit 9111 is a 2009 Clement Starlight Semi-Dump Trailer used to haul wastewater treatment plant's biosolids from both of the City's water resource recovery facilities. The majority of these solids are hauled to the Biosolids Management Site for further drying. At times it is used to haul various plant wastes to landfills as required. The floor of 9111 is starting to pit and is no longer water tight, which is required to haul biosolids.

DISCUSSION:

Fleet recommends the purchase of one 2016 Clement Starlight 3829 Tandem Axle Dump Trailer available through HilBilt Sales Corp. of Benton, AR, the winner of Bid 16-31, for the amount of \$39,590.00, plus applicable taxes.

BUDGET/STAFF IMPACT:

Sufficient funds have been budgeted and collected for this purchase.

This purchase was approved by the Equipment Committee on May 10, 2016.

Attachments:

PO – Purchase Requisition

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: 5/11/2016	
							P.O Number:			
Vendor #: 13491			Vendor Name: HilBilt Sales Corp				Mail ☐ YES ☒ NO		Legistar#: 2016-0257 Expected Delivery Date:	
Address:					FOB Point:		Taxable ☒ YES ☐ NO			
City:			State:		Zip Code:	Ship to code: 50	Quotes Attached ☐ YES ☒ NO			
Requester: Sara Glenn					Requester's Employee #: 3912		Extension: 3485			
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project.Sub#	Inventory #	Fixed Asset #	
1	Clement Starlight 3829 Tandem Axle Dump Trailer	1	ea	39,590.00	\$39,590.00	9700.1920.5802.00	02080.2016	9227	709227	
2	To be unit 9227, Fixed asset# 709227				\$0.00					
3	Bid 16-31				\$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: \$39,590.00			
							Tax: \$3,860.03			
							Total: \$43,450.03			
Approvals: Mayor: _____ Chief Financial Officer: _____ Dispatch Manager: _____ Department Director: _____ Budget Director: _____ Utilities Manager: _____ Purchasing Manager: _____ IT Director: _____ Other: _____										



SCANNED

Bid: 16-31
DATE: 04.14.2016
TIME: 2:00 PM
CITY OF FAYETTEVILLE

Bid 16-31, Tandem Axle Dump Trailer

			Hilbilt Sales Corp.
Item	Description	Each	Extended Price
1	Tandem axle, light weight, high tensile, steel dump trailer	1	\$39,590.00

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

CERTIFIED:

A. Rennie, Purchasing Manager

Witness

4/14/16
Date



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0258

Agenda Date: 6/7/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 4

BID #16-33 SUPERIOR AUTOMOTIVE GROUP:

A RESOLUTION TO AWARD BID #16-33 AND AUTHORIZE THE PURCHASE OF TWO (2) 2016 FORD F-350 FLATBED TRUCKS FROM SUPERIOR AUTOMOTIVE GROUP OF SILOAM SPRINGS, ARKANSAS IN THE TOTAL AMOUNT OF \$66,558.00 FOR USE AT THE CITY WASTEWATER TREATMENT FACILITIES

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #16-33 and authorizes the purchase of two (2) 2016 Ford F-350 flatbed trucks from Superior Automotive Group of Siloam Springs, Arkansas in the total amount of \$66,558.00 for use at the City's wastewater treatment facilities.

City of Fayetteville Staff Review Form

2016-0258

Legistar File ID

6/7/2016

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

Jesse Beeks/Sara Glenn

5/11/2016

Fleet Operations /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to authorize the purchase of two 2016 Ford F350 Flatbed trucks available for the lowest amount recieved through Bid 16-33 from Superior Automotive Group of Siloam Springs, AR for \$33,279.00 each, a total of \$66,558.00 for use in the Wastewater Department.

Budget Impact:

9700.1920.5802.00

Shop Fund

Account Number

Fund

02078.2016

Light/Medium Trucks

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 895,868.00

Funds Obligated \$ -

Current Balance \$ 895,868.00

Does item have a cost? Yes

Item Cost \$ 66,558.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 829,310.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

MEETING OF JUNE 7, 2016

TO: Mayor and City Council

THRU: Terry Gulley, Director of Transportation

FROM: Jesse Beeks, Fleet Operations Superintendent

DATE: May 11, 2016

SUBJECT: Purchase of two Flatbed Trucks for Wastewater

RECOMMENDATION:

That City Council approve the purchase of two 2016 Ford F350 Flatbed trucks available for the lowest amount received through Bid 16-33 from Superior Automotive Group of Siloam Springs, AR for \$33,279.00 each, a total of \$66,558.00 for use in the Wastewater Department.

BACKGROUND:

Unit 325U is a 2000 Ford F350 used by Wastewater Treatment Plant East in the maintenance department. It has far exceeded its 10 year life and is beginning to have mechanical issues. We are replacing this with a flatbed to optimize hauling ability. The standard truck bed on 325U has been damaged trying to haul what is needed. The flatbed will also have a gooseneck hitch so that it can assist in pulling trailers.

Unit 339 is a 2002 Ford F350 with a flatbed used by Wastewater Treatment Plant East to pull gooseneck trailers to move hay and equipment at the biosolids management site. It has far exceeded its 10 year life and is beginning to have mechanical issues.

DISCUSSION:

Fleet recommends the purchase of two 2016 Ford F350 Flatbed trucks available for the lowest amount received through Bid 16-33 from Superior Automotive Group of Siloam Springs, AR for \$33,279.00 each, a total of \$66,558.00 for use in the Wastewater Department.

BUDGET/STAFF IMPACT:

Sufficient funds have been collected and budgeted for these purchases.

This purchase was approved by the Equipment Committee on May 10, 2016.

Attachments:

PO – Purchase Requisition

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: 5/11/2016	
							P.O Number:			
Vendor #: 20085			Vendor Name: Superior Automotive Group				Mail ☐ YES ☒ NO		Legistar#: 2016-0258 Expected Delivery Date:	
Address:					FOB Point:		Taxable ☐ YES ☒ NO			
City:			State:		Zip Code:	Ship to code: 50	Quotes Attached ☐ YES ☒ NO			
Requester: Sara Glenn					Requester's Employee #: 3912		Extension: 3485			
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project.Sub#	Inventory #	Fixed Asset #	
1	2016 Ford F350 Flatbed	2	ea	33,279.00	\$66,558.00	9700.1920.5802.00	02078.2016	387 & 388	700387 & 700388	
2	To be units 387 & 388, Fixed asset# 700387 & 700388				\$0.00					
3	Bid 16-33				\$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: \$66,558.00			
							Tax: \$0.00			
							Total: <u>\$66,558.00</u>			
Approvals: Mayor: _____ Chief Financial Officer: _____ Dispatch Manager: _____ Department Director: _____ Budget Director: _____ Utilities Manager: _____ Purchasing Manager: _____ IT Director: _____ Other: _____										



Bid: 16-33
04.22.2016
TIME: 3:00 PM
CITY OF FAYETTEVILLE

Bid 16-33, Flatbed Trucks

Item	Description	Units	Chevrolet of Fayetteville		Lewis Ford		Randall Ford		Superior Automotive Group	
			Price Per Unit	Extended Price	Price Per Unit	Extended Price	Price Per Unit	Extended Price	Price Per Unit	Extended Price
1	Cab and Chassis	2	\$ 30,400.00	\$ 60,800.00	\$ 32,847.00	\$ 65,694.00	\$ 30,424.00	\$ 60,848.00	\$ 29,959.00	\$ 59,918.00
			Make: Chevrolet Model: Silverado 3500		Make: Ford Model: F-350		Make: Ford Model: F-350		Make: Ford Model: F350	
2	Flatbed	2	\$ 3,550.00	\$ 7,100.00	\$ 3,650.00	\$ 7,300.00	\$ 3,614.00	\$ 7,228.00	\$ 3,320.00	\$ 6,640.00
			Make: CM Model: RD		Make: R+R Truck and Trailer Model: Flatbed		Make: N/A Model: N/A		Make: Knapheide Model: 93B	
TOTAL BID BASED ON ESTIMATE				\$ 67,900.00		\$ 72,994.00		\$ 68,076.00		\$ 66,558.00

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

CERTIFIED:

A. Rennie

A. Rennie, Purchasing Manager

Witness

4/
Date



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0256

Agenda Date: 6/7/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 5

RIGGS CAT 2016 CATERPILLAR 420F2 BACKHOE:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A 2016 CATERPILLAR 420F2 BACKHOE FROM RIGGS CAT OF SPRINGDALE, ARKANSAS IN THE AMOUNT OF \$95,620.00, PURSUANT TO A NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING AGREEMENT, FOR USE BY THE TRANSPORTATION DEPARTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of a 2016 Caterpillar 420F2 backhoe from Riggs CAT of Springdale, Arkansas in the amount of \$95,620.00, pursuant to a National Joint Powers Alliance cooperative purchasing agreement, for use by the Transportation Department.

City of Fayetteville Staff Review Form

2016-0256

Legistar File ID

6/7/2016

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

Jesse Beeks/Sara Glenn

5/11/2016

Fleet Operations /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to authorize the purchase of one 2016 Caterpillar 420F2 Backhoe available through Riggs Cat of Springdale, AR for the NJPA Contract price of \$95,620.00 for use in the Transportation Department.

Budget Impact:

9700.1920.5802.00

Shop Fund

Account Number

Fund

02076.2016

Backhoes/Loaders

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 510,800.00

Funds Obligated \$ -

Current Balance \$ 510,800.00

Does item have a cost? Yes

Item Cost \$ 95,620.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 415,180.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF JUNE 7, 2016

TO: Mayor and City Council
THRU: Terry Gulley, Director of Transportation
FROM: Jesse Beeks, Fleet Operations Superintendent
DATE: May 11, 2016
SUBJECT: Purchase of one Backhoe for Transportation

RECOMMENDATION:

That City Council approve the purchase of one 2016 Caterpillar 420F2 Backhoe available through Riggs Cat of Springdale, AR for the NJPA Contract price of \$95,620.00.

BACKGROUND:

Unit 686 is a 2008 New Holland B90B Backhoe. Since January of 2015 we have spent 15% of the original purchase price in maintenance cost due to the age and condition of the equipment. This unit has reached 74% of the original purchase price in life to date maintenance charges.

DISCUSSION:

Fleet recommends the purchase of one Caterpillar 420F2 Backhoe available through Riggs Cat of Springdale, AR for the NJPA Contract price of \$95,620.00

BUDGET/STAFF IMPACT:

Sufficient funds have been budgeted and collected for this purchase.

This purchase was approved by the Equipment Committee on May 10, 2016.

Attachments:

PO – Purchase Requisition

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: 5/11/2016	
							P.O Number:			
Vendor #: 11700			Vendor Name: JA Riggs				Mail ☐ YES ☒ NO		Legistar#: 2016-0256 Expected Delivery Date:	
Address:					FOB Point:		Taxable ☐ YES ☒ NO			
City:			State:		Zip Code:	Ship to code: 50	Quotes Attached ☐ YES ☒ NO			
Requester: Sara Glenn					Requester's Employee #: 3912		Extension: 3485			
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project.Sub#	Inventory #	Fixed Asset #	
1	Caterpillar 420F2 Backhoe	1	ea	95,620.00	\$95,620.00	9700.1920.5802.00	02076.2016	6020	706020	
2	To be unit 6020 Fixed asset# 706020				\$0.00					
3	NJPA Pricing				\$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: \$95,620.00			
							Tax: \$0.00			
Approvals:							Total: \$95,620.00			
Mayor: _____ Department Director: _____ Purchasing Manager: _____ Chief Financial Officer: _____ Budget Director: _____ IT Director: _____ Dispatch Manager: _____ Utilities Manager: _____ Other: _____										



April 12, 2016

CITY OF FAYETTEVILLE

1525 S HAPPY HOLLOW RD
FAYETTEVILLE Arkansas 72701-7258

Attention: MR JESSE BEEKS

Dear Mr. Jesse Beeks,

We are pleased to quote the following for your purchase consideration.

One (1) New CATERPILLAR 2016 Model: 420F2 Backhoe Loader with all standard equipment in addition to the additional specifications listed below:

Sell Price	\$95,620.00
Ext Warranty	Included
Before Tax Balance	\$95,620.00

NOTE: Pricing pursuant to NJPA Contract 060311-CAT

WARRANTY

Standard Warranty: 12 Month/Unlimited Hours Full Machine

Extended Warranty: 36 MO/5000 HR POWERTRAIN & HYDRAULICS

Sincerely,

Steve Smith
Machine Sales Representative Riggs CAT
Steves@jariggs.com
(479) 601-1330

Accepted by _____ on _____

Signature



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0259

Agenda Date: 6/7/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 6

RIGGS CAT 2016 CATERPILLAR 259D SKID STEER:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A 2016 CATERPILLAR 259D SKID STEER FROM RIGGS CAT OF SPRINGDALE, ARKANSAS IN THE AMOUNT OF \$55,000.00, PURSUANT TO A NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING AGREEMENT, FOR USE BY THE WATER AND SEWER OPERATIONS DIVISION

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of a 2016 Caterpillar 259D skid steer from Riggs CAT of Springdale, Arkansas in the amount of \$55,000.00, pursuant to a National Joint Powers Alliance cooperative purchasing agreement, for use by the Transportation Department.

City of Fayetteville Staff Review Form

2016-0259

Legistar File ID

6/7/2016

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

Jesse Beeks/Sara Glenn

5/11/2016

Fleet Operations /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to authorize the purchase of one 2016 Caterpillar Model 259D Skid Steer available through Riggs Cat of Springdale, AR for the NJPA contract price of \$55,000.00 for use by the Water & Sewer Department.

Budget Impact:

9700.1920.5802.00

Shop Fund

Account Number

Fund

02076.2015

Backhoes / Loaders

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 139,040.00

Funds Obligated \$ -

Current Balance \$ 139,040.00

Does item have a cost? Yes

Item Cost \$ 55,000.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 84,040.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF JUNE 7, 2016

TO: Mayor and City Council
THRU: Terry Gulley, Director of Transportation
FROM: Jesse Beeks, Fleet Operations Superintendent
DATE: May 11, 2016
SUBJECT: Purchase of one Skid Steer for Water & Sewer

RECOMMENDATION:

That City Council approve the purchase of one 2016 Caterpillar Model 259D Skid Steer available through Riggs Cat of Springdale, AR for the NJPA contract price of \$55,000.00 for use by the Water & Sewer Department.

BACKGROUND:

Unit 684 is a 2007 Bobcat T190 Skid Steer. This unit has reached 90% of the original purchase price in life to date maintenance cost and has exceeded the 8 year life expectancy.

DISCUSSION:

Fleet recommends the purchase of one 2016 Caterpillar Model 259D Skid Steer available through Riggs Cat of Springdale, AR for the NJPA contract price of \$55,000.00 for use by the Water & Sewer Department.

BUDGET/STAFF IMPACT:

Sufficient funds have been collected and budgeted for these purchases.

This purchase was approved by the Equipment Committee on May 10, 2016.

Attachments:

PO – Purchase Requisition

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: 5/11/2016	
							P.O Number:			
Vendor #: 11700			Vendor Name: JA Riggs				Mail ☐ YES ☒ NO		Legistar#: 2016-0259 Expected Delivery Date:	
Address:					FOB Point:		Taxable ☐ YES ☒ NO			
City:			State:		Zip Code:	Ship to code: 50	Quotes Attached ☐ YES ☒ NO			
Requester: Sara Glenn					Requester's Employee #: 3912		Extension: 3485			
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project.Sub#	Inventory #	Fixed Asset #	
1	Caterpillar 259D Compact Track Loader	1	ea	55,000.00	\$55,000.00	9700.1920.5802.00	02076.2015	6021	706021	
2	To be unit 6021 Fixed asset# 706021				\$0.00					
3	NJPA Pricing				\$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: \$55,000.00			
							Tax: \$0.00			
Approvals: Mayor: _____ Department Director: _____ Purchasing Manager: _____ Chief Financial Officer: _____ Budget Director: _____ IT Director: _____ Dispatch Manager: _____ Utilities Manager: _____ Other: _____							Total: <u>\$55,000.00</u>			



May 3, 2016

CITY OF FAYETTEVILLE

1525 S HAPPY HOLLOW RD
FAYETTEVILLE Arkansas 72701-7258

Attention: MR JESSE BEEKS

Dear Mr. Jesse Beeks,

We are pleased to quote the following for your purchase consideration.

One (1) New CATERPILLAR Model: 259D Compact Track Loader with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER SERIAL NUMBER YEAR: 2016 SMU: 0

Sell Price	\$55,000.00
Before Tax Balance	\$55,000.00

**WARRANTY : Standard 12 months unlimited hours, full machine
Premier Warranty (included) is 24 mo/ 2,000 hours, full machine**

NIPA Contract 060311- CAT



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0260

Agenda Date: 6/7/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 7

LEWIS AUTOMOTIVE GROUP:

A RESOLUTION TO APPROVE THE PURCHASE OF A 2013 DODGE CARAVAN FROM LEWIS AUTOMOTIVE GROUP OF FAYETTEVILLE, ARKANSAS IN THE AMOUNT OF \$17,771.00 FOR USE BY THE AIRPORT SERVICES DIVISION, 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 the purchase of a 2013 Dodge Caravan from Lewis Automotive Group of Fayetteville, Arkansas in the amount of \$17,771.00 for use by the Airport Services Division.

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

2016-0260

Legistar File ID

6/7/2016

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

Jesse Beeks/Sara Glenn

5/11/2016

Fleet Operations /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to authorize the purchase of one 2013 Dodge Grand Caravan available through Lewis Automotive Group of Fayetteville, AR for the lowest quote received in the amount of \$17,771.00 for use by the Airport FBO, and to approve a budget adjustment.

Budget Impact:

9700.1920.5802.00

Shop Fund

Account Number

Fund

02081.2016

Police / Passenger

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 342,177.51

Funds Obligated \$ -

Current Balance \$ 342,177.51

Does item have a cost? Yes

Item Cost \$ 17,771.00

Budget Adjustment Attached? Yes

Budget Adjustment \$ 17,938.00

Remaining Budget \$ 342,344.51

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF JUNE 7, 2016

TO: Mayor and City Council

THRU: Terry Gulley, Director of Transportation

FROM: Jesse Beeks, Fleet Operations Superintendent

DATE: May 11, 2016

SUBJECT: Purchase of one Courtesy Van for Airport

RECOMMENDATION:

That City Council approve the purchase of one 2013 Dodge Grand Caravan available through Lewis Automotive Group of Fayetteville, AR for the lowest quote received in the amount of \$17,771.00 for use by the Airport FBO, and to approve a budget adjustment.

BACKGROUND:

Fayetteville's Airport FBO has historically had two vehicles (on loan from Hertz) which we offered as a courtesy for pilots and transient crews to use to go to get a meal or run quick errands. Most FBOs have a courtesy vehicle or offer some sort of complimentary transportation service.

Recently it came to light that the vehicles were not covered by the City's auto insurance and as rental cars they could not be. Airport immediately took action to cover the need. In the interim they set up a corporate account with Green Cab to cover cab rides for transient pilots and crews to get a meal. This service has not been utilized nearly as often as the courtesy vehicles we had in the past and is clearly not what our customers prefer or expect.

Airport believes a courtesy vehicle is critical to the customer service aspect of the FBO. As stated earlier, most all FBOs have courtesy vehicles. By not having this courtesy, we risk losing our transient customer base and subsequently fuel sales. There have been customer complaints sent directly to Mayor Jordan because we did not have a vehicle available.

By purchasing a vehicle the City is filling the need of the FBO customers. This will also allow Arkansas Municipal League, the city's current insurance to cover the vehicle, like all other city vehicles.

DISCUSSION:

Fleet recommends the purchase of one 2013 Dodge Grand Caravan available through Lewis Automotive Group of Fayetteville, AR for the lowest quote received in the amount of \$17,771.00 for use by the Airport FBO, and to approve a budget adjustment. This van is a 4 door, extended SE model and will be large enough to transport the customers and any items they may have. It is in good condition with less than 60,000 miles.

BUDGET/STAFF IMPACT:

Airport had collected excess funds for the replacement of two other vehicles. These funds are in Fleet's Fund Balance account and are being requested to purchase a courtesy vehicle for the Airport.

This purchase was approved by the Equipment Committee on May 10, 2016.

Attachments:

PO – Purchase Requisition

BA – Budget Adjustment

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: 5/11/2016	
							P.O Number:			
Vendor #: 7040			Vendor Name: Lewis Automotive Group				Mail ☐ YES ☒ NO		Legistar#: 2016-0260 Expected Delivery Date:	
Address:					FOB Point:		Taxable ☐ YES ☒ NO			
City:			State:		Zip Code:		Ship to code: 50		Quotes Attached ☐ YES ☒ NO	
Requester: Sara Glenn					Requester's Employee #: 3912		Extension: 3485			
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project.Sub#	Inventory #	Fixed Asset #	
1	2013 Dodge Grand Caravan, 4 door, extended SE	1	ea	17,771.00	\$17,771.00	9700.1920.5802.00	02081.2016	1311	701311	
2	To be unit 1311 Fixed asset# 701311				\$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: Quotes Attached							Subtotal: \$17,771.00 Tax: \$0.00 Total: <u>\$17,771.00</u>			
Approvals:										
Mayor: _____			Department Director: _____			Purchasing Manager: _____				
Chief Financial Officer: _____			Budget Director: _____			IT Director: _____				
Dispatch Manager: _____			Utilities Manager: _____			Other: _____				



City of Fayetteville, Arkansas
Purchasing Department
Request and Quotations Form - Revised 8/25/2005

Amount	Quote Requirements	Notes
\$1000-\$2499.99	3 Verbal Quotes	Please put vendor names and quote amount in comment section of your P-Card/PO request. Please write "sole source" if it applies.
\$2500-\$20,000	3 Written Quotes	Purchases \$2500 and up cannot be processed by using a P-Card, you MUST USE A PO. Please make sure that your quotes are attached to your PO Request before you send it to Purchasing.
\$20,000 - above	Contact Purchasing Division	Formal Bid Process - Contact Purchasing Division

Quote Number: _____ GL Account Number: 9700.1920.5802.00 02081.2016
Your records only

Date: _____ Purchase Order Number: _____

Date Needed: ____/____/____ Department: Airport
Please use a P-Card if possible. Only order after request is approved (P-Cards) or after obtaining a PO Number first.

Taken By: _____

Description of Item (s):

Used Mini Van in good condition

Quantity: 1

Vendor List	Unit Price	Total Price	Terms/Remarks
Lewis Automotive Group Fayetteville, AR	\$17,771.00	\$17,771.00	2013 Dodge Grand Caravan
Superior Buick GMC Fayetteville, AR	\$22,300.00	\$22,300.00	2013 Chrysler Town & Country
Honda of Fayetteville Fayetteville, AR	\$27,700.00	\$27,700.00	2014 Honda Odyssey

Comments:

City of Fayetteville, Arkansas - Budget Adjustment Form (Legistar)

Budget Year	Division: Fleet Operations	Adjustment Number
2016	Dept.: Transportation Services	
	Requestor: Sara Glenn	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Airport had collected excess funds for the replacement of Units 1161 and 597U. These funds are being requested to purchase a courtesy vehicle (to be unit# 1311; APMN_F009) for the Airport, to be used by pilots and transient crews.

RESOLUTION/ORDINANCE	COUNCIL DATE:	4/27/2016
	LEGISTAR FILE ID#:	2016-0260
	<i>Barbara Fell</i>	
	5/11/2016 9:37 AM	
	Budget Director	Date
	TYPE:	
	DESCRIPTION:	
	GLDATE:	
	POSTED:	/

TOTAL		17,938	17,938					v.20160125
Account Number	Increase / (Decrease)		Project.Sub#		AT	Account Name		
	Expense	Revenue	Project	Sub				
9700.1920.5802.00	17,938	-	02081	2016	EX	Vehicles And Equipment		
9700.0970.4999.99	-	17,938			RE	Use of Fund Balance		
	-	-						
	-	-						
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City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0147

Agenda Date: 6/7/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 8

SPECIAL NEEDS ASSISTANCE PROGRAM GRANT AGREEMENT:

A RESOLUTION TO APPROVE A SPECIAL NEEDS ASSISTANCE PROGRAM GRANT AGREEMENT WITH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT IN THE AMOUNT OF \$188,525.00 FOR THE CITY TO ADMINISTER PROGRAMS TO PROVIDE RENTAL ASSISTANCE AND SUPPORTIVE SERVICES TO HOMELESS FAYETTEVILLE RESIDENTS

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign a Special Needs Assistance Program grant agreement with the U.S. Department of Housing and Urban Development in the amount of \$188,525.00 for the City to provide rental assistance and supportive services to homeless Fayetteville residents.

City of Fayetteville Staff Review Form

2016-0147

Legistar File ID

6/7/2016

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

Yolanda Fields

5/18/2016

Community Resources /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a grant agreement renewal for Special Needs Assistance Program (SNAP) grant # AR0038BL6F011301.

Budget Impact:

2180.4955

CDBG - Hearth AR0038

Account Number

Fund

N/A

N/A

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 115,271.00

Funds Obligated \$ -

Current Balance \$ 115,271.00

Does item have a cost? No

Item Cost

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 115,271.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF JUNE 7, 2016

TO: Mayor and City Council

THRU: Jeremy Pate, Development Services Director

FROM: Yolanda Fields, Community Resources Director

DATE: May 18, 2016

SUBJECT: Renewed Special Needs Assistance Program Grant Agreement

RECOMMENDATION:

Staff recommends approval of the Special Needs Assistance Program (SNAP) grant agreement renewal.

BACKGROUND:

HUD Little Rock Field Office approached the City of Fayetteville to prevent the loss of grant funds that support our most vulnerable population of individuals, families, and veterans who are experiencing homelessness. The grants were previously administered by Seven Hills Homeless Center. Seven Hills Homeless Center's Executive Director provided HUD with a written notice on July 17, 2015 stating that Seven Hills Homeless Center could no longer administer HUD's homeless program due to the agency's financial situation. On September 15, 2015, per resolution 170-15, the City Council approved the SNAP grant agreement for Grant # AR0038L6F011301 in the amount of \$115, 271.

DISCUSSION:

SNAP Grant # AR0038L6F011301 is now expired. In order to meet the grant program goals, SNAP Grant # AR0038L6F011402 in the amount of \$188,525 must be executed so the funds may be drawn from the funding system.

BUDGET/STAFF IMPACT:

The current budget for Grant # AR0038L6F011301 is \$115,271. With the approval of the grant agreement for Grant # AR0038L6F011402, the budget would increase to \$188,525.

Attachments:

Renewal Grant Agreement

Tax ID Number: 71-6018462

Original CoC Grant Number: AR0038L6F011301

CoC Program Grant Number: AR0038L6F011402

DUNS Number: 141310578

Component: TH

Recipient: City of Fayetteville

Official Contact Person and Title: Ms. Yolanda Fields, Community Resources Administrator

Telephone Number: (479) 575-8290

Fax Number: (479) 444-3445

E-mail Address: yfields@fayetteville-ar.gov

Operating Start Date: September 1, 2015

Project Location(s): Little Rock, Arkansas and CATCH CoC Area

SCOPE OF WORK EXHIBIT for the FY 2014 CoC PROGRAM COMPETITION

1. This Agreement is governed by the Continuum of Care program Interim Rule attached hereto and made a part hereof as Exhibit 1a. Upon publication for effect of a Final Rule for the Continuum of Care program, the Final Rule will govern this Agreement instead of the Interim Rule. The project listed on this Exhibit at 5, below, is also subject to the terms of the FY2014 Notice of Funds Availability.
2. This Exhibit, providing an additional award of funding, is added to the Continuum of Care Program Grant Agreement identified above by the Original CoC Program Grant Number, under the authority of the fifth paragraph of the Original CoC Program Grant Agreement. The Funding provided through this Scope of Work will referred to by the Renewal Award Number listed above.
3. The grant term applicable to funds shall be 1 year which shall run from 09-01-2015 to 08-31-2016.
4. The Continuum that designated Recipient to apply for grant funds is not a high-performing community.
5. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is **\$188,525** for project number **AR0038L6F0011402**. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

a. CoC Planning cost	\$0
b. Acquisition	\$0
c. New construction	\$0
d. Rehabilitation	\$0
e. Leasing	\$0
f. Rental assistance	\$136,104
i. Tenant-based rental assistance	\$136,104
ii. Project-based rental assistance	\$0
iii. Sponsor-based rental assistance	\$0

g. Supportive services	\$44,507
h. Operating costs	\$0
i. HMIS	\$0
j. Administration	\$7,914

6. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.
7. Nothing in this grant agreement shall be construed as creating or justifying any claim against the federal government or the grantee by any third party.

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

BY: _____
(Signature)

Clinton E. Johnson, Director, Community Planning Development
(Typed Name and Title)

(Date)

RECIPIENT

City of Fayetteville
(Name of Organization)

BY: _____
(Signature of Authorized Official)

Honorable Lionel Jordan
(Typed Name and Title of Authorized Official)

(Date)



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0223

Agenda Date: 6/7/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 9

MCGOODWIN, WILLIAMS AND YATES, INC.:

A RESOLUTION TO APPROVE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH MCGOODWIN, WILLIAMS AND YATES, INC. IN AN AMOUNT NOT TO EXCEED \$182,077.00 FOR A WATER MASTER PLAN UPDATE AND FOR DESIGN, BIDDING AND CONSTRUCTION PHASE SERVICES FOR THE REPLACEMENT OF APPROXIMATELY 3,000 FEET OF WATER LINE ON DINSMORE TRAIL

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 professional engineering services agreement, a copy of which is attached to this Resolution, with McGoodwin, Williams and Yates, Inc., pursuant to RFQ # 16-01, in an amount not to exceed \$182,077.00 for a Water Master Plan update and for design, bidding and construction phase services for the replacement of approximately 3,000 feet of water line on Dinsmore Trail.

City of Fayetteville Staff Review Form

2016-0223

Legistar File ID

6/7/2016

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

Jim Beavers

4/26/2016

Utilities Director /
Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Fayetteville City Staff recommends approval of the professional engineering contract with McGoodwin, Williams and Yates (MWY) in the not to exceed amount of \$182,077.00 for the Water Master Plan Update and Dinsmore Trail Water Line Replacement.

Budget Impact:

5400.5600.5314.00

Water & Sewer

Account Number

Fund

12009.1601

Water System Rehabilitation/Replace

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 4,296,251.00

Funds Obligated \$ 95,944.50

Current Balance \$ 4,200,306.50

Does item have a cost? Yes

Item Cost \$ 182,077.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 4,018,229.50

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

MEETING OF JUNE 7, 2016

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Tim Nyander, Utilities Director
Water & Sewer Committee

FROM: Jim Beavers, P.E. Utilities Engineer

DATE: April 26, 2016

SUBJECT: Approval of the engineering contract with McGoodwin, Williams and Yates (MWY) for the Water Master Plan Update and the Dinsmore Trail Water Line Replacement

RECOMMENDATION:

Fayetteville City Staff recommends approval of the professional engineering contract with McGoodwin, Williams and Yates (MWY) in the not to exceed amount of \$182,077.00 for the Water Master Plan Update and the Dinsmore Trail Water Line Replacement.

BACKGROUND:

The contract includes two tasks: the Water Master Plan Update, and the design for replacing approximately 3,000 linear feet of water line on Dinsmore Trail.

The previous update to the Water Master Plan was done in 2011 (by MWY). The Water Master Plan Update provides a planning tool for our future Capital Improvement Program projects. Additionally, Arkansas Department of Health Regulations include the requirement for long range planning and requested five (5) year updates. The Dinsmore Trail water line replacement design is requested due to the condition of the existing water line.

DISCUSSION:

McGoodwin, Williams and Yates (MWY) was selected for these two tasks in a formal engineering selection committee meeting on April 1, 2016 (RFQ 16-01). The contract scope and the not to exceed costs were negotiated by City Utilities staff.

BUDGET/STAFF IMPACT:

Budgeted funds are available in Water System rehabilitation 12009.

Attachments:

1. Staff Review Form
2. Purchase Order
3. Contract signed by McGoodwin, Williams and Yates (MWY)

City of Fayetteville - Purchase Order Request (PO)							Requisition No.:	Date:		
(Not a Purchase Order)							4/22/2016			
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.							P.O Number:			
Vendor #: 7550		Vendor Name: McGoodwin, Williams and Yates, Inc.					Mail ☒ Yes ☐ No		Legistar#: 2016-0223	
Address: 302 E Millsap Road					FOB Point: Fayetteville		Taxable ☐ Yes ☒ No		Expected Delivery Date:	
City: Fayetteville			State: AR		Zip Code: 72703	Ship to code:	Quotes Attached ☐ Yes ☒ No			
Requester: Cheryl Partain					Requester's Employee #: 2548		Extension: 8224			
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project.Sub#	Inventory #	Fixed Asset #	
1	Engineering Contract for the Water Master Plan Update and Dismore Trail Water Line Replacement	1	EA	182,077.00	\$182,077.00	5400.5600.5314.00	12009.1601			
2										
3										
4										
5										
6										
7										
8										
9										
10										
*	Shipping/Handling		Lot							
Special Instructions:							Subtotal: <u>\$182,077.00</u>			
							Tax: _____			
							Total: <u>\$182,077.00</u>			
Approvals:										
Mayor: _____			Department Director: _____			Purchasing Manager: _____				
Chief Financial Officer: _____			Budget Director: _____			IT Director: _____				
Dispatch Manager: _____			Utilities Manager: _____			Other: _____				

AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
MCGOODWIN, WILLIAMS, AND YATES, INC.

WATER MASTER PLAN UPDATE AND DINSMORE TRAIL WATER MAIN REPLACEMENT

THIS AGREEMENT is made as of June 7, 2016, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and McGoodwin, Williams, and Yates, Inc. (hereinafter called ENGINEER).

CITY OF FAYETTEVILLE from time to time requires professional engineering services in connection with the evaluation, design, and/or construction administration of capital improvement projects. Therefore, CITY OF FAYETTEVILLE and ENGINEER in consideration of their mutual covenants agree as follows:

ENGINEER shall serve as CITY OF FAYETTEVILLE's professional engineering consultant in those assignments to which this Agreement applies, and shall give consultation and advice to CITY OF FAYETTEVILLE during the performance of ENGINEER's services. All services shall be performed under the direction of a professional engineer registered in the State of Arkansas and qualified in the particular field.

SECTION 1 - AUTHORIZATION OF SERVICES

- 1.1 Services on any assignment shall be undertaken only upon written Authorization of CITY OF FAYETTEVILLE and agreement of ENGINEER.
- 1.2 Assignments may include services described hereafter as Basic Services or as Additional Services of ENGINEER.
- 1.3 Changes, modifications or amendments in scope, price or fees to this contract shall **not** be allowed without a formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, costs, fees, or delivery schedule.

SECTION 2 - BASIC SERVICES OF ENGINEER

- 2.1 Perform professional services in connection with the Project as hereinafter stated.
 - 2.1.1 The Scope of Services to be furnished by ENGINEER during the Project is included in Appendix A attached hereto and made part of this Agreement.
- 2.2 ENGINEER shall coordinate their activities and services with the CITY OF FAYETTEVILLE. ENGINEER and CITY OF FAYETTEVILLE agree that ENGINEER has full responsibility for the engineering services.

SECTION 3 - RESPONSIBILITIES OF CITY OF FAYETTEVILLE

- 3.1 CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of ENGINEER.
- 3.1.1 Provide full information as to CITY OF FAYETTEVILLE's requirements for the Project.
- 3.1.2 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
- 3.1.3 Assist ENGINEER in obtaining access to property reasonably necessary for ENGINEER to perform its services under this Agreement.
- 3.1.4 Examine all studies, reports, sketches, cost opinions, proposals, and other documents presented by ENGINEER and render in writing decisions pertaining thereto.
- 3.1.5 The Utilities Director is the CITY OF FAYETTEVILLE's project representative with respect to the services to be performed under this Agreement. The Utilities director shall have complete authority to transmit instructions, receive information, interpret and define CITY OF FAYETTEVILLE's policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.
- 3.1.6 CITY OF FAYETTEVILLE and/or its representative will review all documents and provide written comments to ENGINEER in a timely manner.

SECTION 4 - PERIOD OF SERVICE

- 4.1 This Agreement will become effective upon the first written notice by CITY OF FAYETTEVILLE authorizing services hereunder.
- 4.2 The provisions of this Agreement have been agreed to in anticipation of the orderly progress of the Project through completion of the services stated in the Agreement. ENGINEER will proceed with providing the authorized services immediately upon receipt of written authorization from CITY OF FAYETTEVILLE. Said authorization shall include the scope of the services authorized and the time in which the services are to be completed. The anticipated schedule for this project is included as Appendix A.

SECTION 5 - PAYMENTS TO ENGINEER

- 5.1 The maximum not-to-exceed amount authorized for this Agreement is **\$182,077.00**. The CITY OF FAYETTEVILLE shall compensate ENGINEER based on a Unit Price or Lump Sum basis as described in Appendix A.
- 5.2 Statements
 - 5.2.1 Monthly statements for each calendar month shall be submitted to CITY OF FAYETTEVILLE or such parties as CITY OF FAYETTEVILLE may designate for professional services consistent with ENGINEER's normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project. Applications for payment shall be made in accordance with a format to be developed by ENGINEER and approved by CITY OF FAYETTEVILLE. Applications for payment shall be accompanied each month by the updated project schedule as the basis for determining the value earned as the work is accomplished. Final payment for professional services shall be

made upon CITY OF FAYETTEVILLE's approval and acceptance with the satisfactory completion of the study and report for the Project.

5.3 Payments

- 5.3.1 All statements are payable upon receipt and due within thirty (30) days. If a portion of ENGINEER's statement is disputed by CITY OF FAYETTEVILLE, the undisputed portion shall be paid by CITY OF FAYETTEVILLE by the due date. CITY OF FAYETTEVILLE shall advise ENGINEER in writing of the basis for any disputed portion of any statement. CITY OF FAYETTEVILLE will make reasonable effort to pay invoices within 30 days of date the invoice is approved, however, payment within 30 days is not guaranteed.

5.4 Final Payment

- 5.4.1 Upon satisfactory completion of the work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, ENGINEER shall execute and deliver to CITY OF FAYETTEVILLE a release of all claims against CITY OF FAYETTEVILLE arising under or by virtue of this Agreement, except claims which are specifically exempted by ENGINEER to be set forth therein. Unless otherwise provided in this Agreement or by State law or otherwise expressly agreed to by the parties to this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of CITY OF FAYETTEVILLE's claims against ENGINEER or his sureties under this Agreement or applicable performance and payment bonds, if any.

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Insurance

- 6.1.1 During the course of performance of these services, ENGINEER will maintain (in United States Dollars) the following minimum insurance coverages:

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation Employers' Liability	Statutory \$500,000 Each Accident
Commercial General Liability Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Automobile Liability: Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Professional Liability Insurance	\$1,000,000 Each Claim

ENGINEER will provide to CITY OF FAYETTEVILLE certificates as evidence of the specified insurance within ten days of the date of this Agreement and upon each renewal of coverage.

6.1.2 CITY OF FAYETTEVILLE and ENGINEER waive all rights against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of ENGINEER's services.

6.2 Professional Responsibility

6.2.1 ENGINEER will exercise reasonable skill, care, and diligence in the performance of ENGINEER's services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. CITY OF FAYETTEVILLE will promptly report to ENGINEER any defects or suspected defects in ENGINEER's services of which CITY OF FAYETTEVILLE becomes aware, so that ENGINEER can take measures to minimize the consequences of such a defect. CITY OF FAYETTEVILLE retains all remedies to recover for its damages caused by any negligence of ENGINEER.

6.3 Cost Opinions and Projections

6.3.1 Cost opinions and projections prepared by ENGINEER relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on ENGINEER's experience, qualifications, and judgment as a design professional. Since ENGINEER has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction Contractors' procedures and methods, unavoidable delays, construction Contractors' methods of determining prices, economic conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections, ENGINEER does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by ENGINEER.

6.4 Changes

6.4.1 CITY OF FAYETTEVILLE shall have the right to make changes within the general scope of ENGINEER's services, with an appropriate change in compensation and schedule only after Fayetteville City Council approval of such proposed changes and, upon execution of a mutually acceptable amendment or change order signed by the Mayor of the CITY OF FAYETTEVILLE and the duly authorized officer of ENGINEER.

6.5 Termination

6.5.1 This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:

6.5.1.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,

6.5.1.2 An opportunity for consultation with the terminating party prior to termination.

6.5.2 This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that ENGINEER is given:

6.5.2.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,

- 6.5.2.2 An opportunity for consultation with the terminating party prior to termination.
- 6.5.3 If termination for default is effected by CITY OF FAYETTEVILLE, an equitable adjustment in the price provided for in this Agreement shall be made, but
 - 6.5.3.1 No amount shall be allowed for anticipated profit on unperformed services or other work,
 - 6.5.3.2 Any payment due to ENGINEER at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of ENGINEER's default.
- 6.5.4 If termination for default is effected by ENGINEER, or if termination for convenience is effected by CITY OF FAYETTEVILLE, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by ENGINEER relating to commitments which had become firm prior to the termination.
- 6.5.5 Upon receipt of a termination action under Paragraphs 6.5.1 or 6.5.2 above, ENGINEER shall:
 - 6.5.5.1 Promptly discontinue all affected work (unless the notice directs otherwise),
 - 6.5.5.2 After payment in accordance with Paragraphs 6.5.3 and 6.5.4 above, deliver or otherwise make available to CITY OF FAYETTEVILLE all project deliverables at the latest stage of completion (e.g. 30%, 90%, etc.) CITY OF FAYETTEVILLE shall have the limited right to use the deliverables subject to the provisions of Paragraph 6.12.2.
- 6.5.6 Upon termination under Paragraphs 6.5.1 or 6.5.2 above CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.
- 6.5.7 If, after termination for failure of ENGINEER to fulfill contractual obligations, it is determined that ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of CITY OF FAYETTEVILLE. In such event, adjustments of the agreement price shall be made as provided in Paragraph 6.5.4 of this clause.
- 6.6 Delays
 - 6.6.1 In the event the services of ENGINEER are suspended or delayed by CITY OF FAYETTEVILLE or by other events beyond ENGINEER's reasonable control, ENGINEER shall be entitled to additional compensation and time for reasonable costs incurred by ENGINEER in temporarily closing down or delaying the Project.
- 6.7 Rights and Benefits
 - 6.7.1 ENGINEER's services will be performed solely for the benefit of CITY OF FAYETTEVILLE and not for the benefit of any other persons or entities.
- 6.8 Dispute Resolution
 - 6.8.1 Scope of Paragraph: The procedures of this Paragraph shall apply to any and all disputes between CITY OF FAYETTEVILLE and ENGINEER which arise from, or in any way are

related to, this Agreement, including, but not limited to the interpretation of this Agreement, the enforcement of its terms, any acts, errors, or omissions of CITY OF FAYETTEVILLE or ENGINEER in the performance of this Agreement, and disputes concerning payment.

- 6.8.2 Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate. If timely Notice is given under Paragraph 6.8.3, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in Paragraphs 6.8.3 and 6.8.4 have been complied with.
- 6.8.3 Notice of Dispute
 - 6.8.3.1 For disputes arising prior to the making of final payment promptly after the occurrence of any incident, action, or failure to act upon which a claim is based, the party seeking relief shall serve the other party with a written Notice.
 - 6.8.3.2 For disputes arising within one year after the making of final payment, CITY OF FAYETTEVILLE shall give ENGINEER written Notice at the address listed in Paragraph 6.14 within thirty (30) days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this Agreement that authorize the relief requested.
- 6.8.4 Negotiation: Within seven days of receipt of the Notice, the Project Managers for CITY OF FAYETTEVILLE and ENGINEER shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level, then, upon written request of either side, the matter shall be referred to the President of ENGINEER and the Mayor of CITY OF FAYETTEVILLE or his designee. These officers shall meet at the Project Site or such other location as is agreed upon within 30 days of the written request to resolve the dispute.
- 6.9 CITY OF FAYETTEVILLE represents that it has sufficient funds or the means of obtaining funds to remit payment to ENGINEER for services rendered by ENGINEER.
- 6.10 Publications
 - 6.10.1 Recognizing the importance of professional development on the part of ENGINEER's employees and the importance of ENGINEER's public relations, ENGINEER may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to ENGINEER's services for the Project. Such publications will be provided to CITY OF FAYETTEVILLE in draft form for CITY OF FAYETTEVILLE's advance review. CITY OF FAYETTEVILLE shall review such drafts promptly and provide CITY OF FAYETTEVILLE's comments to ENGINEER. CITY OF FAYETTEVILLE may require deletion of proprietary data or confidential information from such publications, but otherwise CITY OF FAYETTEVILLE will not unreasonably withhold approval. The cost of ENGINEER's activities pertaining to any such publication shall be for ENGINEER's account.
- 6.11 Indemnification
 - 6.11.1 CITY OF FAYETTEVILLE agrees that it will require all construction Contractors to indemnify, defend, and hold harmless CITY OF FAYETTEVILLE and ENGINEER from and against any and all loss where loss is caused or incurred or alleged to be caused or incurred in

whole or in part as a result of the negligence or other actionable fault of the Contractors, or their employees, agents, Subcontractors, and Suppliers.

6.12 Ownership of Documents

6.12.1 All documents provided by CITY OF FAYETTEVILLE including original drawings, CAD drawings, estimates, field notes, and project data are and remain the property of CITY OF FAYETTEVILLE. ENGINEER may retain reproduced copies of drawings and copies of other documents.

6.12.2 The CITY OF FAYETTEVILLE acknowledges the Engineer's plans and specifications, including all documents on electronic media ("delivered documents"), as instruments of professional service. Nevertheless, the delivered documents prepared under this Agreement shall be delivered to and become the property of the CITY OF FAYETTEVILLE upon completion of the services and payment in full of all monies due to the Engineer. Except for the Engineer's services provided for by this Agreement as related to the construction and completion of the Project, the ENGINEER accepts no liability arising from any reuse of the delivered documents by the CITY OF FAYETTEVILLE, unless the Engineer is retained by CITY OF FAYETTEVILLE to make modifications or otherwise reuse the delivered documents. Except where the CITY OF FAYETTEVILLE reuses the delivered documents subsequent to the completion of the Project, nothing contained in this paragraph shall alter the Engineer's responsibilities and obligations under this Agreement.

6.12.3 Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. ENGINEER makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

6.13 Notices

6.13.1 Any Notice required under this Agreement will be in writing, addressed to the appropriate party at the following addresses:

CITY OF FAYETTEVILLE's address:
113 West Mountain Street
Fayetteville, Arkansas 72701

ENGINEER's address:
302 E. Millsap Road
Fayetteville, Arkansas 72703

6.14 Successor and Assigns

6.14.1 CITY OF FAYETTEVILLE and ENGINEER each binds himself and his successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither CITY OF FAYETTEVILLE nor ENGINEER shall assign, sublet, or transfer his interest in the Agreement without the written consent of the other.

6.15 Controlling Law

- 6.15.1 This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Arkansas without regard to any conflicts of law provisions.

6.16 Entire Agreement

- 6.16.1 This Agreement represents the entire Agreement between ENGINEER and CITY OF FAYETTEVILLE relative to the Scope of Services herein. Since terms contained in purchase orders do not generally apply to professional services, in the event CITY OF FAYETTEVILLE issues to ENGINEER a purchase order, no preprinted terms thereon shall become a part of this Agreement. Said purchase order document, whether or not signed by ENGINEER, shall be considered as a document for CITY OF FAYETTEVILLE's internal management of its operations.

SECTION 7 - SPECIAL CONDITIONS

7.1 Additional Responsibilities of ENGINEER

- 7.1.1 CITY OF FAYETTEVILLE's review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder shall not in any way relieve ENGINEER of responsibility for the technical adequacy of the work. Neither CITY OF FAYETTEVILLE's review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- 7.1.2 ENGINEER shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by ENGINEER's negligent performance of any of the services furnished under this Agreement except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.
- 7.1.3 ENGINEER's obligations under this clause are in addition to ENGINEER's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that CITY OF FAYETTEVILLE may have against ENGINEER for faulty materials, equipment, or work.

7.2 Remedies

- 7.2.1 Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between CITY OF FAYETTEVILLE and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided in a court of competent jurisdiction within Arkansas.

7.3 Audit: Access to Records

- 7.3.1 ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied in effect on the date of execution of this Agreement. ENGINEER shall also maintain the financial information and data used by ENGINEER in the preparation of support of the cost submission required for any negotiated agreement or change order and send to CITY OF FAYETTEVILLE a copy of the cost

summary submitted. CITY OF FAYETTEVILLE, the State or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. ENGINEER will provide proper facilities for such access and inspection.

7.3.2 Records under Paragraph 7.3.1 above, shall be maintained and made available during performance on assisted work under this Agreement and until three years from the date of final payment for the project. In addition, those records which relate to any controversy arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.

7.3.3 This right of access clause (with respect to financial records) applies to:

7.3.3.1 Negotiated prime agreements:

7.3.3.2 Negotiated change orders or agreement amendments in excess of \$10,000 affecting the price of any formally advertised, competitively awarded, fixed price agreement:

7.3.3.3 Agreements or purchase orders under any agreement other than a formally advertised, competitively awarded, fixed price agreement. However, this right of access does not apply to a prime agreement, lower tier subagreement or purchase order awarded after effective price competition, except:

7.3.3.3.1 With respect to record pertaining directly to subagreement performance, excluding any financial records of ENGINEER;

7.3.3.3.2 If there is any indication that fraud, gross abuse or corrupt practices may be involved;

7.3.3.3.3 If the subagreement is terminated for default or for convenience.

7.4 Covenant Against Contingent Fees

7.4.1 ENGINEER warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ENGINEER for the purpose of securing business. For breach or violation of this warranty, CITY OF FAYETTEVILLE shall have the right to annul this Agreement without liability or at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

7.5 Gratuities

7.5.1 If CITY OF FAYETTEVILLE finds after a notice and hearing that ENGINEER or any of ENGINEER's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of CITY OF FAYETTEVILLE, in an attempt to secure an agreement or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, CITY OF FAYETTEVILLE may, by written notice to ENGINEER terminate this Agreement. CITY OF FAYETTEVILLE may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which CITY OF

FAYETTEVILLE bases such finding shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

7.5.2 In the event this Agreement is terminated as provided in Paragraph 7.5.1, CITY OF FAYETTEVILLE may pursue the same remedies against ENGINEER as it could pursue in the event of a breach of the Agreement by ENGINEER. As a penalty, in addition to any other damages to which it may be entitled by law, CITY OF FAYETTEVILLE may pursue exemplary damages in an amount (as determined by CITY OF FAYETTEVILLE) which shall be not less than three nor more than ten times the costs ENGINEER incurs in providing any such gratuities to any such officer or employee.

7.6 Arkansas Freedom of Information Act

7.6.1 City contracts and documents, including internal documents and documents of subcontractors and sub-consultants, prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act (FOIA). If a Freedom of Information Act request is presented to the CITY OF FAYETTEVILLE, ENGINEER will provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

7.6.2 Pursuant to Ark. Code Ann. § 25-19-105(b)(20), the personal information of City water system customers must be treated as confidential information and shall not be made available for inspection except by ENGINEER'S employees as required to fulfill the terms of this agreement. Upon completion of its contractual duties and after approval of the Water Master Plan, ENGINEER agrees to destroy or return to the CITY OF FAYETTEVILLE any copies of records containing information about City water system customers.

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE, ARKANSAS by and through its Mayor, and ENGINEER, by its authorized officer have made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

McGOODWIN, WILLIAMS & YATES, INC.

By : _____
Mayor, Lioneld Jordan


By: _____
Brad B. Hammond, P.E.

ATTEST:

By: _____
City Clerk

Title: President

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

**CITY OF FAYETTEVILLE
AGREEMENT FOR ENGINEERING SERVICES**

APPENDIX A – SCOPE OF SERVICES

This is **Appendix A**, consisting of 5 pages, referred to in and part of the **Agreement For Professional Engineering Services** between CITY OF FAYETTEVILLE, ARKANSAS and McGOODWIN, WILLIAMS, AND YATES, INC. dated June 7, 2016.

Initial:

CITY OF FAYETTEVILLE _____

McGOODWIN, WILLIAMS, AND YATES, INC. _____



The following contains additional Scope of Services tasks.

A.1 General Scope

The work covered by this agreement includes a water master plan update and replacement of approximately 3,000 linear feet of water main along Dinsmore Trail. For the purposes of project accounting, the project is separated into two phases with distinct project names and reference numbers as follows:

1. Dinsmore Trail Water Main Replacement (MWY Project No. FY0362)
2. Water Master Plan Update (MWY Project No. FY0363)

A.2 Specific Scope of Services

McGOODWIN, WILLIAMS, AND YATES shall provide a suitable engineering staff to complete the necessary field surveys, to perform detailed design, to prepare plans and specifications, to provide needed services during the bid phase and the construction phase of the project, and to provide other services as may be directed by the CITY OF FAYETTEVILLE. The staff shall consist of engineers, engineering technicians, inspectors and other assistants as may be necessary to carry on the work in an efficient and expeditious manner. McGOODWIN, WILLIAMS, AND YATES will provide the following services:

A2.1 Detailed Design and Preparation of Construction Plans and Specifications (Project FY0362)

1. Meet with the CITY OF FAYETTEVILLE to understand the project needs.
2. Consult with regulatory and governmental authorities having jurisdiction over the project.
3. Prepare construction specifications and drawings, including necessary surveying, engineering design, and drafting.
4. Prepare an opinion of probable cost of the authorized construction.
5. Prepare easement documents. Easement acquisition will be the responsibility of the Owner, although McGOODWIN, WILLIAMS, AND YATES will provide information and attend meetings with the Owner and property owners upon request.
6. Submit, on behalf of the CITY OF FAYETTEVILLE, construction specifications, drawings and design criteria for approval to the Arkansas Department of Health and other agencies, if required.

7. Prepare necessary environmental and other permitting applications, including SWPPP and BMP plans, and assist with submittal to appropriate federal, state and local agencies. Permitting fees will be paid directly by the CITY OF FAYETTEVILLE and are not included in the professional design fees. The scope does NOT include biological surveys or archeological/cultural resource surveys. If required by regulatory agencies, biological surveys and/or archeological/cultural resource surveys will be provided as a reimbursable expense.

A2.2 Bidding and Preconstruction Services (Project FY0362)

McGOODWIN, WILLIAMS, AND YATES will provide technical interpretation of the plans and specifications as needed, prepare addenda as required, attend a pre-bid conference and the bid opening, provide an engineering analysis of the bids received, make recommendations concerning award of the construction contract and assist in the preparation of contract documents. Supporting documents will be prepared and submitted to the CITY OF FAYETTEVILLE.

A2.3 Construction Phase Services (Project FY0362)

1. Attend a preconstruction conference. At the time of the preconstruction conference, a Notice to Proceed will be issued.
2. Furnish professional engineers to make visits to the site at appropriate intervals 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. In performing these services, the Engineer shall have no control over nor responsibility for the Contractor's means, methods, sequence, techniques or procedures in performing the work, or for safety programs in connection with the work. These are solely the responsibilities of the Contractor, who is also responsible for complying with all health and safety precautions as required by any regulatory agencies.
3. If requested by the CITY OF FAYETTEVILLE, furnish the services of other field personnel for on-the-site observation of construction and for the performance of required construction layout surveys when requested by the CITY OF FAYETTEVILLE. The authority and duties of such Project Representatives are limited to examining the material furnished and observing the work done and to reporting their findings to the Engineer. The Engineer will use the usual degree of care and prudent judgment in the selection of competent Project Representatives, and the Engineer will use diligence to see that the Project Representatives are on the job to perform their required duties.
4. The required construction layout surveys will include the establishment of baselines for locating the work, with a suitable number of benchmarks for site elevation references as shown in the plans and specifications.
5. Consult with and advise the CITY OF FAYETTEVILLE; issue all instructions to the contractor requested by the Owner; and prepare routine change orders as required.
6. Review submittals by the Contractor at the request of the CITY OF FAYETTEVILLE. This review is for the benefit of the CITY OF FAYETTEVILLE to ensure general conformance with the design concept of the project and general compliance by the contractor with the information given in the contract documents. It does not relieve the contractor of any responsibility such as dimensions to be confirmed and correlated at the

job site, appropriate safety measures to protect workers and the public, or the necessity to construct a complete and workable facility in accordance with the contract documents.

7. Review monthly and final estimates for payments to the Contractor prepared by the CITY OF FAYETTEVILLE.
8. Attend, in company with the CITY OF FAYETTEVILLE's Representative, a final inspection of the project. This inspection will be for conformance with the design concept of the project and compliance with the contract documents.
9. Furnish to the CITY OF FAYETTEVILLE two copies of the record drawings for the project.

A2.4 Water Master Plan Update (Project FY0363)

1. Utilize Innovyze InfoWater software and the City's current water model.
2. Review model and make necessary updates based on the City's current GIS.
3. Create diurnal demand curves for each usage class.
4. Geocode water usage data from city's billing records.
5. Evaluate and place major demand customers in model.
6. Perform necessary field work to obtain system flows, pressures, and other data at appropriate locations and use this information to calibrate the water model.
7. Analyze the water distribution system under existing conditions for the year 2017 and projected conditions of population and water use through the year 2037 that includes the following:
 - a. Average Day Demand
 - b. Maximum Day Demand
 - c. Maximum Hourly Demand
 - d. Fire Flow Conditions
 - e. Identification of major low pressure areas within the distribution system and recommendations on mitigation of the low pressure (less than 40 pound per square inch (psi)) at projected demands.
 - f. Identification of improvements required to serve the city's water service territory, including the planning area jurisdiction.
 - g. Develop recommended sizing and preliminary routing of future distribution and/or transmission lines in anticipated major growth areas, generally requiring pipe sizes 12 inches or greater.
 - h. Evaluation of adequacy of total system storage and recommendation on locations for new storage and booster station that may be required.
 - i. Using the updated hydraulic water model, perform a water quality analysis to evaluate the chlorine residual and residence time (age), to identify potential problem regions within the distribution system.
8. Evaluate and make recommendations for the following specific areas as requested by the CITY OF FAYETTEVILLE:
 - a. Evaluate the potential need for separating the Gulley and Goshen pressure planes, including revised scope and opinion of probable costs.
 - b. Expedite and provide recommendations for the Benson Mountain pressure plane and water tank (east of Goshen). Options as identified by the CITY OF FAYETTEVILLE include relocating existing standpipe; relocating the Township water tank to Benson; and providing a new elevated water tank at Benson Mountain.

- c. Expedite and provide a recommendation for the Township pressure plane and water tank, and the Ash Street pump station. The CITY OF FAYETTEVILLE is considering additional storage on Township.
9. Prepare planning-level scopes, schematic maps and opinions of probable costs for recommended CIP projects including:
 - a. Immediate improvements
 - i. Phase 1 (Present - 2022)
 - b. Future Improvements
 - i. Phase 2 (2022 - 2027)
 - ii. Phase 3 (2027 - 2037)
10. Assist the city staff with review and understanding of the existing automated valve system using the previous study performed by others and/or the existing operation & maintenance manual prepared by others.
11. Prepare and transmit a draft report describing the analyses and recommendations for review by the CITY OF FAYETTEVILLE. After receiving review comments from the city, prepare and transmit a final report to the CITY OF FAYETTEVILLE and the Arkansas Department of Health.
12. The Water Master Plan Update will include the requirements of the Arkansas Department of Health, Arkansas Public Water system Compliance Summary including Chapter 12: "Water System Planning and Capacity Development".

A.3 Project Deliverables

The following will be submitted to the CITY OF FAYETTEVILLE, or others indicated, by the McGOODWIN, WILLIAMS, AND YATES as part of the Project.

A.3.1 Deliverables Dinsmore Trail Water Main Replacement (MWY Project No. FY0362)

1. Two (2) copies of Construction Documents for up to three review phases.
2. Two (2) copies of Easement Documents.
3. Electronic files in accordance with the Agreement.

A.3.2 Deliverables Water Master Plan Update (MWY Project No. FY0363)

1. Two (2) copies of the DRAFT Master Plan Report for review.
2. Five (5) copies of the FINAL Master Plan Report.
3. Electronic files in accordance with the Agreement.

A.4 Compensation

In consideration of the performance of the foregoing services by McGOODWIN, WILLIAMS, AND YATES, the CITY OF FAYETTEVILLE shall pay to McGOODWIN, WILLIAMS, AND YATES compensation as follows:

1. Compensation shall be paid to McGOODWIN, WILLIAMS, AND YATES on the basis of McGOODWIN, WILLIAMS, AND YATES's standard hourly rates in effect at the time the work is performed, plus reimbursable expenses. Rates are adjusted annually at the beginning of each calendar year. McGOODWIN, WILLIAMS, AND YATES agrees to keep the CITY OF FAYETTEVILLE apprised in a timely manner of costs incurred.
2. The reimbursable expenses for which McGOODWIN, WILLIAMS, AND YATES will be reimbursed shall include travel expenses when traveling outside Northwest Arkansas in connection with the project, rental expenses for special equipment needed for completion

of the work, purchase of material, and other expenses directly attributable to the project, including any work performed by subcontractors. McGOODWIN, WILLIAMS, AND YATES shall charge the CITY OF FAYETTEVILLE for reimbursable expenses at actual cost plus ten percent (10%).

3. Maximum not-to-exceed amounts for each project/project phase are set forth below.

A4.1 Dinsmore Trail Water Main Replacement (MWY Project No. FY0362)

1. The maximum not-to-exceed amount for services described in Section A2.1 Detailed Design and Preparation of Construction Plans and Specifications and Section A2.2 Bidding and Preconstruction Services is \$33,389.00.
2. The maximum not-to-exceed amount for services described in Section A2.3 Construction Phase Service shall be established by an amendment to this agreement after completion of the Bidding and Preconstruction Services phase.

A4.2 Water Master Plan Update (MWY Project No. FY0363)

1. The maximum not-to-exceed amount for services described in Section A2.4 Water Master Plan Update is \$148,688.00.

A.5 Project Design Schedule

McGOODWIN, WILLIAMS, AND YATES shall begin work under this Agreement within two (2) working days of a Notice to Proceed (NTP) and shall complete the work described in Section A2 above in accordance with the schedule below.

A.5.1 Dinsmore Trail Water Main Replacement (MWY Project No. FY0362)

1. Submit preliminary design drawings and preliminary opinion of probable construction cost
 - 30 Calendar days after NTP
2. Revise preliminary design drawings and submit final design drawings, opinion of probable cost, and easement documents
 - 30 Calendar days after receipt of written comments from the City of Fayetteville regarding preliminary design drawings

A.5.2 Water Master Plan Update (MWY Project No. FY0363)

1. Deliver draft Master Plan Update Report
 - 360 Calendar days after NTP
2. Deliver final Master Plan Update Report
 - 30 Calendar days after receipt of written comments from the City of Fayetteville regarding draft report

A.6 Attachments

1. McGoodwin, Williams & Yates Fee Estimate - Dinsmore Trail Water Main Replacement
2. McGoodwin, Williams & Yates Fee Estimate – Water Master Plan Update
3. McGoodwin, Williams & Yates Schedule of Classifications and Rates for 2016

PROJECT NUMBER FY0362

McGOODWIN, WILLIAMS & YATES - FEE ESTIMATE
City of Fayetteville Dinsmore Trail Water Main Replacement

TASK	MAN-HOURS																							TASK	TASK
	ENGR 7	ENGR 6	ENGR 5	ENGR 4	ENGR 3	ENGR 2	ENGR 1	ARCH 3	ARCH 2	ARCH 1	TECH 6	TECH 5	TECH 4	TECH 3	TECH 2	TECH 1	ADMIN 6	ADMIN 5	ADMIN 4	ADMIN 3	ADMIN 2	ADMIN 1	GPS	MAN-HRS	COST
Design & Preparation of Plans and Specifications																									
Survey																									
Existing Utility Locates											1			1										2	\$193
Set Control and Topo Route		1			2						2			24									4	33	\$2,830
Process Data											1			2										3	\$271
																								0	\$0
Easements (6 Parcels)																								0	\$0
Research											2													2	\$230
Field Work											4			4									4	12	\$1,076
Prepare Easements & Plot Deeds		1									12			6				6						25	\$2,550
																								0	\$0
Preparation of Plans and Specifications																								0	\$0
Develop Title and Index Sheets												4												4	\$428
Develop Alignment Map with Aerial Photo		1										8												9	\$1,036
Develop Plan and Profile Sheets (4) on 22"x34" Sheets		2			16						2	40												60	\$6,822
Detail Sheets		1			4						1	8												14	\$1,639
Quantities and Develop Opinion of Probable Cost		1			2						4													7	\$884
Develop SWPPP and BMP Plans					24							4												28	\$3,356
Develop Specifications and Contract Documents		4			8													8						20	\$2,392
Meeting with City Staff to review preliminary plan sheets		2			2																			4	\$604
Revise plans per city comments		2			4							8												14	\$1,704
Meeting with City Staff to review Final Plans		2			2																			4	\$604
MWY In-house plan review											4													4	\$460
Run copies and assemble plan and specification sets												4						4						8	\$776
																								0	\$0
Bid and Preconstruction Phase Services																								0	\$0
Coordinate Advertisement and Distribute Plans		1																		4				5	\$464
Attend Pre-Bid Conference and Prepare Minutes		2			4																			6	\$848
Questions from Planholders		2			4																			6	\$848
Assist Addendum Preparation		2			4																			6	\$848
Attend Bid Opening & Assist with Evaluation of Bids		1			2																			3	\$424
Recommendation & Contract Award		1																2						3	\$354
Attend Public Meetings		4																						4	\$720
Assist with Construction Contract Preparation		1																4						5	\$528
																								0	\$0
																								0	\$0
TOTAL MANHOURS	0	31	0	0	78	0	0	0	0	0	33	76	0	37	0	0	0	24	0	4	0	0	8	291	

Design & Preparation of Plans and Specifications

Survey	\$3,294
Easements (6 Parcels)	\$3,856
Preparation of Plans and Specifications	\$20,705
Reimbursables: ADH Review Fee	\$500
Subtotal Design Phase Services	\$28,355

Bid and Preconstruction Phase Services \$5,034

Total Design and Bid Phase Services \$33,389

PROJECT NUMBER FY0363

McGOODWIN, WILLIAMS & YATES - FEE ESTIMATE
City of Fayetteville Water Master Plan Update

TASK	MAN-HOURS																							TASK	TASK
	ENGR 7	ENGR 6	ENGR 5	ENGR 4	ENGR 3	ENGR 2	ENGR 1	ARCH 3	ARCH 2	ARCH 1	TECH 6	TECH 5	TECH 4	TECH 3	TECH 2	TECH 1	ADMIN 6	ADMIN 5	ADMIN 4	ADMIN 3	ADMIN 2	ADMIN 1	GPS	MAN-HRS	COST
Design Parameter Coordination																									
Review Existing Planning Documents		2		8																				10	\$1,400
Coordination with Planning and Municipal Jurisdictions				8																				8	\$1,040
Develop Growth Zones based on Comprehensive Plan		8		24																				32	\$4,560
Model Update																									
Placement of new waterlines, etc. into model since last update				24	40																			64	\$8,000
Review model obtained from City and make necessary additions (i.e. Phased Imp., pump curves, etc.)				24																				24	\$3,120
Verify and create average day and maximum day diurnal demand curves for each usage class				24	16																			40	\$5,072
Evaluate and Geocode Water usage data from city's billing records				64								24												88	\$10,888
Review data not successfully geocoded and perform custom entry				20	8							12												40	\$4,860
Distribute uncoded data to the model polygons				16								6												22	\$2,722
Evaluate and place major demand customers				16																				16	\$2,080
Field work for data collection on actual system flow/pressure				12	24																			36	\$4,488
Calibrate the model				32	40																			72	\$9,040
Analysis and Recommendations																									
Evaluate the system under existing conditions				40																				40	\$5,200
Apply future usage to growth areas				24																				24	\$3,120
Evaluate the following for each design horizon:																									
Transmission line analysis		4		24																				28	\$3,840
System storage		1		6																				7	\$960
Fire flow analysis		1		40																				41	\$5,380
Water quality and residence time analyses		1		16																				17	\$2,260
Analyze condition of pumping and storage facilities		1		16																				17	\$2,260
Low pressure areas		1		24																				25	\$3,300
Develop and analyze recommendations for improvements		12		40																				52	\$7,360
Develop opinions of probable costs for improvements		4		24							24													52	\$6,600
Specific system tasks to be evaluated as directed by City of Fayetteville																									
Analyze and recommend necessary improvements for seperating Gulley and Goshen pressure planes		2		32																				34	\$4,520
Analyze and recommend necessary improvements for Benson Mtn. pressure plane		2		32																				34	\$4,520
Analyze and recommend necessary improvements for Township pressure plane		2		32																				34	\$4,520
Report Preparation																									
Prepare draft report		12		60								24						24						120	\$14,616
Revise report per city comments		2		8								4						2						16	\$2,002
Prepare and Perform Presentation at public meetings		4		16																				20	\$2,800
Submit to ADH and Respond to Comments				4																				4	\$520
Training																									
Provide training for City of Fayetteville staff				40																				40	\$5,200
																								0	\$0
Automated Valve Assistance																									
Assist the City of Fayetteville Staff with Review and Understanding of Automated Valve System		24		24																				48	\$7,440
TOTAL MANHOURS	0	83	0	774	128	0	0	0	0	0	24	70	0	0	0	0	0	26	0	0	0	0	0	1105	

Design Parameter Coordination	\$7,000
Model Update	\$50,270
Analysis and Recommendations	\$53,840
Report Preparation	\$19,938
Training	\$5,200
Automated Valve Assistance	\$7,440
Subtotal MWY Services	\$143,688
InfoWater Software Upgrade	\$5,000
Total	\$148,688

**ATTACHMENT
TO AGREEMENT FOR ENGINEERING SERVICES**

SCHEDULE OF CLASSIFICATIONS AND RATES FOR 2016

<u>Classification</u>	<u>Hourly Rate</u>
Engineer 7	\$225.00
Engineer 6	180.00
Engineer 5	170.00
Engineer 4	130.00
Engineer 3	122.00
Engineer 2	102.00
Engineer 1	88.00
Architect 3.....	\$ 134.00
Architect 2.....	96.00
Architect 1.....	86.00
Technician 6	\$ 115.00
Technician 5	107.00
Technician 4	89.00
Technician 3	78.00
Technician 2	62.00
Technician 1	49.00
Admin 6.....	\$ 94.00
Admin 5.....	87.00
Admin 4.....	79.00
Admin 3.....	71.00
Admin 2.....	53.00
Admin 1.....	38.00
GPS Surveying Equipment (when utilized)	\$ 76.00

Hourly rate schedules will be adjusted annually each January 1.

McGoodwin, Williams and Yates, Inc.
Consulting Engineers
Fayetteville, Arkansas

January 1, 2016



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0239

Agenda Date: 6/7/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 10

TAXIWAY LIGHTING REHABILITATION CONSTRUCTION GRANT APPLICATION:

A RESOLUTION TO AUTHORIZE APPLICATION FOR AND ACCEPTANCE OF A 90/10 MATCHING GRANT FROM THE FEDERAL AVIATION ADMINISTRATION TO PROVIDE FUNDING FOR THE TAXIWAY LIGHTING REHABILITATION PROJECT AT DRAKE FIELD, TO APPROVE A CONTRACT WITH H&H ELECTRIC, INC. IN THE AMOUNT OF \$222,755.00 FOR THE PROJECT CONTINGENT UPON A GRANT AWARD, AND TO APPROVE A BUDGET ADJUSTMENT AUTHORIZING THE AIRPORT FUND MATCHING EXPENSE AND RECOGNIZING GRANT REVENUE CONTINGENT UPON APPROVAL OF THE GRANT APPLICATION AND RECEIPT OF GRANT FUNDS

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 application for and acceptance of a 90/10 matching grant from the Federal Aviation Administration to provide funding for the Taxiway Lighting Rehabilitation project.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a contract with H&H Electric, Inc. in the amount of \$222,755.00 for the Taxiway Lighting Rehabilitation project, contingent upon a grant award.

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, authorizing the airport fund matching expense and recognizing grant revenue, contingent upon approval of the grant application and receipt of grant funds.

City of Fayetteville Staff Review Form

2016-0239

Legistar File ID

6/7/2016

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

John Roscoe

5/5/2016

Aviation /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to: 1) allow the Aviation Division to submit a 90/10 grant application to the FAA in the amount of \$253,309; 2) execute the FAA grant offer; 3) execute a construction contract with H&H Electric, Inc. to perform the taxiway lighting rehabilitation construction; and 4) approve a budget adjustment recognizing grant revenue.

Budget Impact:

5550.3960.5801.00

Airport

Account Number

Fund

16012

Taxiway Lighting Rehabilitation Constr

Project Number

Project Title

Budgeted Item? No

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? Yes

Item Cost \$ 285,255.00

Budget Adjustment Attached? Yes

Budget Adjustment \$ 285,255.00

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF JUNE 7, 2016

TO: Mayor Lioneld Jordan
Fayetteville City Council

THRU: Don Marr, Chief of Staff
Terry Gulley, Transportation Services Director

FROM: Johnny Roscoe, Airport Director

DATE: May 17th, 2016

SUBJECT: Taxiway Lighting Rehabilitation Construction Grant Application

RECOMMENDATION:

Staff requests approval of a Resolution expressing the willingness to utilize grant funds to complete the proposed Taxiway Lighting Rehabilitation project for Fayetteville-Drake Field. More specifically, this resolution will allow the following: 1) Allow the Aviation Division to submit a grant application to the FAA in the amount of \$253,309 (90% of project cost) for the rehabilitation of the taxiway lighting system at the airport, 2) Upon receipt of a grant offer by the FAA and following staff review, allow the Aviation Division to execute the FAA grant offer, 3) Upon execution of the grant offer, allow the Aviation Division to execute a construction contract with the low bidder, H&H Electric, Inc. to perform the taxiway lighting rehabilitation construction, and 4) Approve a budget adjustment recognizing the FAA's revenue.

BACKGROUND:

Based upon the 2016 FAA Capital Improvement Plan (CIP), the Aviation Division has an FAA Entitlement Fund Balance of \$600,000. To avoid the loss of any future funds, a portion of this balance must be used in the 2016 FAA fiscal year. Through the planning process early in 2015, a taxiway lighting rehabilitation project was included in the airport's FAA CIP. This rehabilitation would replace the 17-year old incandescent taxiway light fixtures, transformers, and cable with new LED taxiway lights, transformers and cable. In addition, new transformers, cable and lamps will be installed in all airfield signage.

DISCUSSION:

The sealed bid process for this project has been completed and two bids have been received. H&H Electric, Inc. submitted the low bid on the project with a total bid of \$222,755.00. The Engineer's Estimate for the project was \$350,000.00. The Aviation Division would like to submit a 90-10 grant application to the FAA for the amount of \$253,309.00. This amount represents 90% of the total project cost. Upon completion of the construction project and closeout of the FAA grant, the Aviation Division will submit a grant application to the Arkansas Department of Aeronautics (ADA) for an amount up to \$28,145 (10% of project cost), minus the City's protective insurance. A complete breakdown of the expected project funding is included below.

BUDGET/STAFF IMPACT:

FAA:	\$253,309.00
ADA:	\$28,145.00
City:	<u>\$3,801.00</u>
TOTAL:	\$285,255.00

Attachments:

Staff Review Form
City Council Memo
Concurrence Letter
Grant Application
BA



April 29, 2016

Federal Aviation Administration
Attn: Mr. Paul Burns
2601 Meacham Blvd.
Fort Worth, TX 76137

Re: Fayetteville – Drake Field Airport
Taxiway Lighting Rehabilitation
FAA Grant Application (3-05-0020-043-2016)

Dear Mr. Burns

Bids were received for the "Taxiway Lighting Rehabilitation" project at Fayetteville City Hall at 3:00 p.m. on April 28, 2016. A tabulation of the bids received is enclosed with the Recommendation of Award which is included with this letter.

Our engineering consultant, Garver, has reviewed the bid proposal for compliance with the "Instructions to Bidders" and "Bidder's Checklist". This information includes the following.

- Bid Bond
- Proposal
- Bidder's Qualifications
- Bidder Certifications
- List of Proposed Subcontractors
- DBE Participation Reporting
- Automobile and Liability Insurance Coverage

A total of 2 bids were received on the project. H&H Electric, Inc. submitted the low bid in the amount of \$222,755.00. The Engineer's Opinion of Probable Cost was \$350,000.

Based on Garver's review, we believe that the bid submitted by H&H Electric, Inc. is the lowest qualified bidder and represents a good value for the Airport. Therefore, we request your concurrence in awarding the "Taxiway Lighting Rehabilitation" contract to H&H Electric, Inc. Please call me if you have any questions

Sincerely,

A handwritten signature in black ink, appearing to read "Johnny Roscoe", is written over a light blue horizontal line.

Johnny Roscoe
Aviation Director
Fayetteville – Drake Field

Attachments: Recommendation of Award
As-Bid Project Budget
FAA Grant Application
Sponsor Certifications
Exhibit "A"
Engineering Contract
Record of Negotiations

CC: Ben Perea & Adam White, Garver



2049 E. Joyce Blvd.
Suite 400
Fayetteville, AR 72703
TEL 479.527.9100
FAX 479.527.9101
www.GarverUSA.com

April 29, 2016

Mr. Johnny Roscoe
Fayetteville – Drake Field
4500 S School Avenue
Suite F
Fayetteville, AR 72701

Re: Fayetteville Drake Field
Taxiway Lighting Rehabilitation
Recommendation of Award

Dear Mr. Roscoe:

Bids were received for the "Taxiway Lighting Rehabilitation" project at the Fayetteville City Hall at 3:00 p.m. on April 28, 2016. The bids have been checked for accuracy and for compliance with the contract documents. A tabulation of the bids received is enclosed with this letter.

A total of 2 bids were received for each of the two bid schedules on the project. H&H Electric, Inc. submitted the low bid for the project in the amount of \$222,755.00. The Engineer's Opinion of Probable Cost was \$350,000.00.

We believe that the bid submitted by H&H Electric, Inc. represents a good value for the City of Fayetteville. Contingent upon the receipt and execution of the grant agreement, we recommend that the construction contract for "Taxiway Lighting Rehabilitation" be awarded to H&H Electric, Inc.

Please call me if you have any questions.

Sincerely,

GARVER

Digitally signed by Adam White
Date: 2016.04.29 10:23:52-05'00'

Adam White, P.E.
Project Manager

Attachments: Bid Tabulation

**FAYETTEVILLE - DRAKE FIELD
TAXIWAY LIGHTING REHABILITATION
BID TABULATION
BID OPENING: April 28, 2016; 3:00 PM**

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE		H&H Electric, Inc.		Rick McGinty Company	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	SS-120-3.1	Site Preparation	LS	1	\$25,530.00	\$25,530.00	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00
2	SS-300-5.1	Lockout/Tagout and Constant Current Regulator Calibration Procedures	LS	1	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$5,000.00	\$5,000.00
3	SS-301-5.1	Existing L-861T Taxiway Edge Light, Removed with Base to Remain	EA	415	\$45.00	\$18,675.00	\$8.50	\$3,527.50	\$25.00	\$10,375.00
4	SS-301-5.2	Existing Conduit or Duct Bank Cleared of Cable	LF	30,000	\$0.50	\$15,000.00	\$0.30	\$9,000.00	\$0.50	\$15,000.00
5	SS-310-5.1	Existing Guidance Sign, Reconnected with New Isolation Transformer, Lamps, and Primary Connector Kit	EA	52	\$210.00	\$10,920.00	\$295.00	\$15,340.00	\$515.00	\$26,780.00
6	SS-310-5.2	L-861T(L) LED Base Mounted Taxiway Edge Light, Installed on Existing Base	EA	415	\$475.00	\$197,125.00	\$347.50	\$144,212.50	\$510.00	\$211,650.00
7	SS-310-5.3	Temporary Airfield Lighting	LS	1	\$10,000.00	\$10,000.00	\$300.00	\$300.00	\$5,000.00	\$5,000.00
8	L-108-5.1	No. 8 AWG, 5 kV, L-824, Type C Cable, Installed in Trench, Duct Bank or Conduit	LF	45,000	\$1.50	\$67,500.00	\$0.85	\$38,250.00	\$2.00	\$90,000.00
9	L-108-5.2	No. 6 AWG, Solid, Bare Counterpoise Wire, Installed in Trench, Above the Duct Bank or Conduit, Including Ground Rods and Ground Connectors	LF	250	\$3.00	\$750.00	\$1.30	\$325.00	\$10.00	\$2,500.00
10	L-110-5.1	Non-Encased Electrical Conduit, 1-Way 2"C	LF	250	\$8.00	\$2,000.00	\$10.00	\$2,500.00	\$10.00	\$2,500.00
11	SP-C-01	Bonds and Insurance	LS	1	\$1,000.00	\$1,000.00	\$3,800.00	\$3,800.00	\$6,500.00	\$6,500.00
TOTALS						<u>\$350,000.00</u>		<u>\$222,755.00</u>		<u>\$390,305.00</u>

Corrected Prices



**FAYETTEVILLE - DRAKE FIELD
TAXIWAY LIGHTING REHABILITATION
AS-BID BUDGET**

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	SS-120-3.1	Site Preparation	LS	1	\$5,000.00	\$5,000.00
2	SS-300-5.1	Lockout/Tagout and Constant Current Regulator Calibration Procedures	LS	1	\$500.00	\$500.00
3	SS-301-5.1	Existing L-861T Taxiway Edge Light, Removed with Base to Remain	EA	415	\$8.50	\$3,527.50
4	SS-301-5.2	Existing Conduit or Duct Bank Cleared of Cable	LF	30,000	\$0.30	\$9,000.00
5	SS-310-5.1	Existing Guidance Sign, Reconnected with New Isolation Transformer, Lamps, and Primary Connector Kit	EA	52	\$295.00	\$15,340.00
6	SS-310-5.2	L-861T(L) LED Base Mounted Taxiway Edge Light, Installed on Existing Base	EA	415	\$347.50	\$144,212.50
7	SS-310-5.3	Temporary Airfield Lighting	LS	1	\$300.00	\$300.00
8	L-108-5.1	No. 8 AWG, 5 kV, L-824, Type C Cable, Installed in Trench, Duct Bank or Conduit	LF	45,000	\$0.85	\$38,250.00
9	L-108-5.2	No. 6 AWG, Solid, Bare Counterpoise Wire, Installed in Trench, Above the Duct Bank or Conduit, Including Ground Rods and Ground Connectors	LF	250	\$1.30	\$325.00
10	L-110-5.1	Non-Encased Electrical Conduit, 1-Way 2"C	LF	250	\$10.00	\$2,500.00
11	SP-C-01	Bonds and Insurance	LS	1	\$3,800.00	\$3,800.00

TOTAL AS-BID CONSTRUCTION COST **\$222,755.00**

ADMINISTRATION EXPENSES **\$2,000.00**

PRELIMINARY EXPENSES (EXHIBIT "A" & PROJECT FORMULATION) **\$5,000.00**

ARCHITECTURAL ENGINEERING BASIC FEES

Bid Package Development	\$20,500.00
Bidding Services	\$5,500.00
Closeout Services	\$3,500.00
TOTAL ARCHITECTURAL ENGINEERING FEES	\$29,500.00

PROJECT INSPECTION FEES **\$16,000.00**

MISCELLANEOUS (WILDLIFE HAZARD MANAGEMENT PLAN) **\$10,000.00**

TOTAL ESTIMATED PROJECT COST **\$285,255.00**

NON-AIP ELIGIBLE ITEMS	UNIT	EST. QTY	UNIT PRICE	AMOUNT
11 SP-C-01 Bonds and Insurance	LS	1	\$3,800.00	\$3,800.00
TOTAL NON-AIP ELIGIBLE ITEMS				\$3,800.00

TOTAL ESTIMATED PROJECT COST (AIP-ELIGIBLE) **\$281,455.00**

PROJECT FUNDING

Federal Aviation Administration AIP (90%)	\$253,309.00
Arkansas Department of Aeronautics (10%)	\$28,145.00
City of Fayetteville (Remainder)	\$3,801.00
TOTAL FUNDING	\$285,255.00



Application for Federal Assistance SF-424

* 1. Type of Submission ☐ Preapplication ☒ Application ☐ Changed/Corrected Application		* 2. Type of Application ☒ New ☐ Continuation ☐ Revision		* If Revision, select appropriate letter(s): - Select One - * Other (Specify)	
* 3. Date Received:		4. Application Identifier: FYV			
5a. Federal Entity Identifier: AR/OK ADO, ASW-630		* 5b. Federal Award Identifier: 3-05-0020-043-2016			
State Use Only:					
6. Date Received by State:		7. State Application Identifier:			
8. APPLICANT INFORMATION:					
* a. Legal Name: City of Fayetteville					
* b. Employer/Taxpayer Identification Number (EIN/TIN): 71-6018462			*c. Organizational DUNS: 134398903		
d. Address:					
* Street1: 4500 S School Avenue Street 2: Suite F * City: Fayetteville County: Washington * State: Arkansas Province: Country: United State *Zip/ Postal Code: 72701					
e. Organizational Unit:					
Department Name: Transportation			Division Name: Aviation		
f. Name and contact information of person to be contacted on matters involving this application:					
Prefix: Ms. Middle Name: * Last Name: Fallen Suffix: Title: Airport Financial Coordinator First Name: Summer					
Organizational Affiliation: City of Fayetteville Aviation Division, Drake Field, KFYV					
* Telephone Number: (479) 718-7642			Fax Number: (479) 718-7646		
* Email: sfallen@fayetteville-ar.gov					

Application for Federal Assistance SF-424

*9. Type of Applicant 1: Select Applicant Type:

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

- Select One -

Type of Applicant 3: Select Applicant Type:

- Select One -

* Other (specify):

* 10. Name of Federal Agency:

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*12. Funding Opportunity Number:

Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Fayetteville, Washington County, Arkansas

* 15. Descriptive Title of Applicant's Project:

Taxiway Lighting Rehabilitation

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

*a. Applicant: 03

*b. Program/Project: 03

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 08/01/2014

*b. End Date: 12/31/2014

18. Estimated Funding (\$):

*a. Federal	253,309.00
*b. Applicant	31,946.00
*c. State	
*d. Local	
*e. Other	
*f. Program Income	
*g. TOTAL	285,255.00

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☒ a. This application was made available to the State under the Executive Order 12372 Process for review on 04/29/2016
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☐ c. Program is not covered by E.O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation on next page.)**

☐ Yes ☒ No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Honorable

*First Name: Lioneld

Middle Name:

*Last Name: Jordan

Suffix:

*Title: Mayor, City of Fayetteville

*Telephone Number: (479) 575-8330

Fax Number: (479) 575-8257

* Email: LJordan@Fayetteville-ar.gov

*Signature of Authorized Representative:

*Date Signed:

Application for Federal Assistance SF-424

*Applicant Federal Debt Delinquency Explanation

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

NA

Application for Federal Assistance (Development Projects)

PART II – PROJECT APPROVAL INFORMATION

SECTION A	
Item 1. Does this assistance request require State, local, regional, or other priority rating? ☐ Yes ☒ No	Name of Governing Body: Priority:
Item 2. Does this assistance request require State, or local advisory, educational or health clearances? ☐ Yes ☒ No	Name of Agency or Board: (Attach Documentation)
Item 3. Does this assistance request require clearinghouse review in accordance with OMB Circular A-95? ☒ Yes ☐ No	(Attach Comments)
Item 4. Does this assistance request require State, local, regional, or other planning approval? ☐ Yes ☒ No	Name of Approving Agency: Date:
Item 5. Is the proposal project covered by an approved comprehensive plan? ☒ Yes ☐ No	Check one: State ☐ Local ☒ Regional ☐ Location of Plan:
Item 6. Will the assistance requested serve a Federal installation? ☐ Yes ☒ No	Name of Federal Installation: Federal Population benefiting from Project:
Item 7. Will the assistance requested be on Federal land or installation? ☐ Yes ☒ No	Name of Federal Installation: Location of Federal Land: Percent of Project: %
Item 8. Will the assistance requested have an impact or effect on the environment? ☐ Yes ☒ No	(See instructions for additional information to be provided.)
Item 9. Will the assistance requested cause the displacement of individuals, families, businesses, or farms? ☐ Yes ☒ No	Number of: Individuals: Families: Businesses: Farms:
Item 10. Is there other related Federal assistance on this project previous, pending, or anticipated? ☐ Yes ☒ No	(See instructions for additional information to be provided.)

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The Sponsor has adopted Drake Field Ordinance 2607, which regulates and restricts all land use activities in the vicinity of Fayetteville - Drake Field. Adopted January 20, 1980 and as amended

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None

4. Consistency with Local Plans – The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

True

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

True

6. Consultation with Users – In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport which project is proposed.

True

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None

10. Land – (a) The sponsor holds the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”:

The Sponsor holds all property as shown on the attached Exhibit "A"

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”:

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”

N/A

*State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL			
1. Federal Domestic Assistance Catalog Number: <u>20.106</u>			
2. Functional or Other Breakout: <u>AIP 3-05-0020-043-2016</u>			
SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	\$	\$	\$ 2,000.00
2. Preliminary expense			5,000.00
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			29,500.00
5. Other Architectural engineering fees			
6. Project inspection fees			16,000.00
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			222,755.00
12. Equipment			
13. Miscellaneous (Wildlife Hazard Management Plan)			10,000.00
14. Total (Lines 1 through 13)			275,255.00
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			285,255.00
17. Less: Ineligible Exclusions			3,800.00
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			281,455.00
20. Federal Share requested of Line 19			253,309.00
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (lines 20 & 21)			253,309.00
23. Grantee share			31,946.00
24. Other shares			
25. Total Project (Lines 22, 23 & 24)	\$	\$	\$ 285,255.00

SECTION C – EXCLUSIONS		
Classification	Ineligible for Participation (1)	Excluded From Contingency Provision (2)
a. Bonds and Insurance	\$ 3,800.00	\$
b.		
c.		
d.		
e.		
f.		
g. Totals	\$ 3,800.00	\$

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
27. Grantee Share	\$30,946.00
a. Securities	\$
b. Mortgages	
c. Appropriations (By Applicant)	
d. Bonds	
e. Tax Levies	
f. Non Cash	
g. Other (Explain)	
h. TOTAL - Grantee share	31,946.00
28. Other Shares	
a. State	
b. Other	
c. Total Other Shares	
29. TOTAL	\$ 31,946.00

SECTION E – REMARKS

PART IV – PROGRAM NARRATIVE (Attach – See Instructions)

PART IV
PROGRAM NARRATIVE
(Suggested Format)

PROJECT : FYV Taxiway Lighting Rehabilitation

AIRPORT : Fayetteville - Drake Field

1. Objective:

To increase the efficiency, reliability, monthly utility cost, and maintenance cost of the taxiway lighting system. This will be achieved by replacing approximately 415 incandescent taxiway lights with new LED fixtures and install new L-824C cable and transformers in the existing taxiway can and conduit system.

2. Benefits Anticipated:

Rehabilitating the conductors in the existing can and conduit taxiway lighting system will increase the reliability of the system. In addition, the use of LED fixtures will reduce monthly utility and re-lamping maintenance costs and extend the life of the taxiway lighting system by a minimum of 5 years.

3. Approach: (See approved Scope of Work in Final Application)

Lighting rehabilitation will be phased to maintain access to the runway and all hangars at all times during the project. Incandescent taxiway edge lights, transformers, and existing cable will be removed. New LED fixtures, transformers, and cable will be installed. New transformers, cable, and lamps will be installed on all airfield signage. Existing conduit, base cans, and regulators will remain. No additional light fixtures, transformers, base cans, or regulators will be installed.

4. Geographic Location:

Fayetteville - Drake Field (KFYV). All lit taxiways

5. If Applicable, Provide Additional Information:

6. Sponsor's Representative: (include address & telephone number)

Summer Fallen, Airport Financial Coordinator
4500 S School Avenue
Suite F
Fayetteville, AR 72701

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION

EQUIPMENT/CONSTRUCTION CONTRACTS

City of Siloam Springs

(Sponsor)

Siloam Springs Municipal Airport

(Airport)

3-05-0058-013-2014

(Project Number)

Description of Work

Parallel Taxiway Rehabilitation

Title 49, United States Code (USC), section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General standards for equipment and construction contracts within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. AIP standards are generally described in FAA Advisory Circular (AC) 150/5100-6, Labor Requirements for the Airport Improvement Program, AC 150/5100-15, Civil Rights Requirements for the Airport Improvement Program, and AC 150/5100-16, Airport Improvement Program Grant Assurance One--General Federal Requirements. Sponsors may use State and local procedures provided procurements conform to these Federal standards.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. A code or standard of conduct is or will be in effect governing the performance of the sponsor's officers, employees, or agents in soliciting and awarding procurement contracts.	☒	☐	☐
2. Qualified personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing.	☒	☐	☐
3. The procurement was or will be publicly advertised using the competitive sealed bid method of procurement.	☒	☐	☐
4. The bid solicitation clearly and accurately describes or will describe:			
a. The current Federal wage rate determination for all construction projects, and	☒	☐	☐
b. All other requirements of the equipment and/or services to be provided.			
5. Concurrence was or will be obtained from FAA prior to contract award under any of the following circumstances:			
a. Only one qualified person/firm submits a responsive bid,			
b. The contract is to be awarded to other than the lowest responsible bidder,	☒	☐	☐
c. Life cycle costing is a factor in selecting the lowest responsive bidder, or			
d. Proposed contract prices are more than 10 percent over the sponsor's cost estimate.			

	Yes	No	N/A
6. All contracts exceeding \$100,000 require or will require the following provisions:			
a. A bid guarantee of 5 percent, a performance bond of 100 percent, and a payment bond of 100 percent;			
b. Conditions specifying administrative, contractual, and legal remedies, including contract termination, for those instances in which contractors violate or breach contract terms; and	☒	☐	☐
c. Compliance with applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), and Executive Order 11738.			
7. All construction contracts contain or will contain provisions for:			
a. Compliance with the Copeland "Anti-Kick Back" Act, and			
b. Preference given in the employment of labor (except in executive, administrative, and supervisory positions) to honorably discharged Vietnam era veterans and disabled veterans.	☒	☐	☐
8. All construction contracts exceeding \$2,000 contain or will contain the following provisions:			
a. Compliance with the Davis-Bacon Act based on the current Federal wage rate determination; and	☒	☐	☐
b. Compliance with the Contract Work Hours and Safety Standards Act (40 USC 327-330), Sections 103 and 107.			
9. All construction contracts exceeding \$10,000 contain or will contain appropriate clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity.	☒	☐	☐
10. All contracts and subcontracts contain or will contain clauses required from Title VI of the Civil Rights Act and 49 CFR 23 and 49 CFR 26 for Disadvantaged Business Enterprises.	☒	☐	☐
11. Appropriate checks have been or will be made to assure that contracts or subcontracts are not awarded to those individuals or firms suspended, debarred, or voluntarily excluded from doing business with any U.S. Department of Transportation (DOT) element and appearing on the DOT Unified List.	☒	☐	☐

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

City of Siloam Springs, Arkansas

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Mr. John Mark Turner

(Typed Name of Sponsor's Designated Official Representative)

Mayor, City of Siloam Springs

(Typed Title of Sponsor's Designated Official Representative)

(Date)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION

DRUG-FREE WORKPLACE

City of Siloam Springs

(Sponsor)

Siloam Springs Municipal Airport

(Airport)

3-05-0058-013-2014

(Project Number)

Description of Work:

Parallel Taxiway Rehabilitation

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within Federal grant programs are described in Title 49, Code of Federal Regulations, Part 29. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. A statement has been or will be published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.	☒	☐	☐
2. An ongoing drug-free awareness program has been or will be established to inform employees about:			
a. The dangers of drug abuse in the workplace;			
b. The sponsor's policy of maintaining a drug-free workplace;	☒	☐	☐
c. Any available drug counseling, rehabilitation, and employee assistance programs; and			
d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.			
3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above.	☒	☐	☐
4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant, the employee will:			
a. Abide by the terms of the statement; and	☒	☐	☐
b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.			

I have prepared documentation shown below or attached hereto with site(s) for performance of work (street address, city, county, state, zip code). There are no such workplaces that are not identified below or in the attachment. I have prepared additional documentation for any above items marked "no" and attached it hereto. I certify that, for the project identified herein, responses to the forgoing items are accurate as marked and attachments are correct and complete.

	Location	Location	Location
Street Address:	400 North Broadway		
City:	Siloam Springs		
State:	Arkansas		
Zip code:	72761		

City of Siloam Springs, Arkansas

Name of Sponsor

Signature of Sponsor's Designated Official Representative

Mr. John Mark Turner

Type Name of Sponsor's Designated Official Representative

Mayor, City of Siloam Springs

Typed Title of Sponsor's Designated Official Representative

Date of Signature

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
CONSTRUCTION PROJECT FINAL ACCEPTANCE**

City of Siloam Springs

(Sponsor)

Siloam Springs Municipal Airport

(Airport)

3-05-0058-013-2014

(Project Number)

Description of Work:

Parallel Taxiway Rehabilitation

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in Title 49, Code of Federal Regulations, Part 18.50. The sponsor shall determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. The personnel engaged in project administration, engineering supervision, construction inspection and testing were or will be determined to be qualified as well as competent to perform the work.	☒	☐	☐
2. Daily construction records were or will be kept by the resident engineer/construction inspector as follows:			
a. Work in progress,			
b. Quality and quantity of materials delivered,			
c. Test locations and results,			
d. Instructions provided the contractor,	☒	☐	☐
e. Weather conditions,			
f. Equipment use,			
g. Labor requirements,			
h. Safety problems, and			
i. Changes required.			
3. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for Federal labor and civil rights requirements (Advisory Circulars 150/5100-6 and 150/5100-15).	☒	☐	☐
4. Complaints regarding the mandated Federal provisions set forth in the contract documents have been or will be submitted to the FAA.	☒	☐	☐
5. All tests specified in the plans and specifications were or will be performed and the test results documented as well as made available to the FAA.	☒	☐	☐
6. For any test results outside of allowable tolerances, appropriate corrective actions were or will be taken.	☒	☐	☐

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
PROJECT PLANS AND SPECIFICATIONS**

City of Siloam Springs

(Sponsor)

Siloam Springs Municipal Airport

(Airport)

3-05-0058-013-2014

(Project Number)

Description of Work:

Parallel Taxiway Rehabilitation

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). AIP standards are generally described in FAA Advisory Circular (AC) 150/5100-6, Labor Requirements for the Airport Improvement Program, AC 150/5100-15, Civil Rights Requirements for the Airport Improvement Program, and AC 150/5100-16, Airport Improvement Program Grant Assurance One--General Federal Requirements. A list of current advisory circulars with specific standards for design or construction of airports as well as procurement/installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. The plans and specifications were or will be prepared in accordance with applicable Federal standards and requirements, so no deviation or modification to standards set forth in the advisory circulars, or State standard, is necessary other than those previously approved by the FAA.	☒	☐	☐
2. Specifications for the procurement of equipment are not or will not be proprietary or written so as to restrict competition. At least two manufacturers can meet the specification.	☒	☐	☐
3. The development included or to be included in the plans is depicted on the airport layout plan approved by the FAA.	☒	☐	☐
4. Development that is ineligible for AIP funding has been or will be omitted from the plans and specifications.	☒	☐	☐
5. The process control and acceptance tests required for the project by standards contained in Advisory Circular 150/5370-10 are or will be included in the project specifications.	☒	☐	☐
6. If a value-engineering clause is incorporated into the contract, concurrence was or will be obtained from the FAA.	☐	☐	☒
7. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the Federally approved environmental finding.	☒	☐	☐

	Yes	No	N/A
8. For construction activities within or near aircraft operational areas, the requirements contained in Advisory Circular 150/5370-2 have been or will be discussed with the FAA as well as incorporated into the specifications, and a safety/phasing plan has FAA's concurrence, if required.	☒	☐	☐
9. The project was or will be physically completed without Federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design.	☒	☐	☐

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

City of Siloam Springs, Arkansas

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Mr. John Mark Turner

(Typed Name of Sponsor's Designated Official Representative)

Mayor, City of Siloam Springs

(Typed Title of Sponsor's Designated Official Representative)

(Date)

STANDARD DOT TITLE VI ASSURANCES

City of Siloam Springs, Arkansas (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, - Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Sections 21.23(e) and 21.23 (b)) will be conducted or operated in compliance with all requirements of the Regulations.
2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.
3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the sponsor with other parties:
 - (a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this Project; and
 - (b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.
6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the sponsor or any transferee for the longer of the following periods.
 - (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or
 - (b) the period during which the sponsor retains ownership or possession of the property.

7. It will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants or Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this assurance.

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED _____

City of Siloam Springs, Arkansas
(Sponsor)

By _____
(Signature of Authorized Official)

CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued Pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
SELECTION OF CONSULTANTS**

City of Siloam Springs

(Sponsor)

Siloam Springs Municipal Airport

(Airport)

3-05-0058-013-2014

*(Project Number)*Parallel Taxiway Rehabilitation *(Work Description)*

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General standards for selection of consultant services within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 49 CFR 18 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standard.

	Yes	No	N/A
1. Solicitations were (will be) made to ensure fair and open competition from a wide area of interest.	☒	☐	☐
2. Consultants were (will be) selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations.	☒	☐	☐
3. A record of negotiations has been (will be) prepared reflecting considerations involved in the establishment of fees, which are not significantly above the sponsor's independent cost estimate.	☒	☐	☐
4. If engineering or other services are to be performed by sponsor force account personnel, prior approval was (will be) obtained from the FAA.	☒	☐	☐
5. The consultant services contracts clearly establish (will establish) the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.	☒	☐	☐
6. Costs associated with work ineligible for AIP funding are (will be) clearly identified and separated from eligible items in solicitations, contracts, and related project documents.	☒	☐	☐
7. Mandatory contact provisions for grant-assisted contracts have been (will be) included in consultant services contracts.	☒	☐	☐
8. The cost-plus-percentage-of-cost methods of contracting prohibited under Federal standards were not (will not be) used.	☒	☐	☐

9. If the services being procured cover more than the single grant project referenced in this certification, the scope of work was (will be) specifically described in the advertisement, and future work will not be initiated beyond five years.



I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

City of Siloam Springs, Arkansas

.....
(Name of Sponsor)

.....
(Signature of Sponsor's Designated Official Representative)

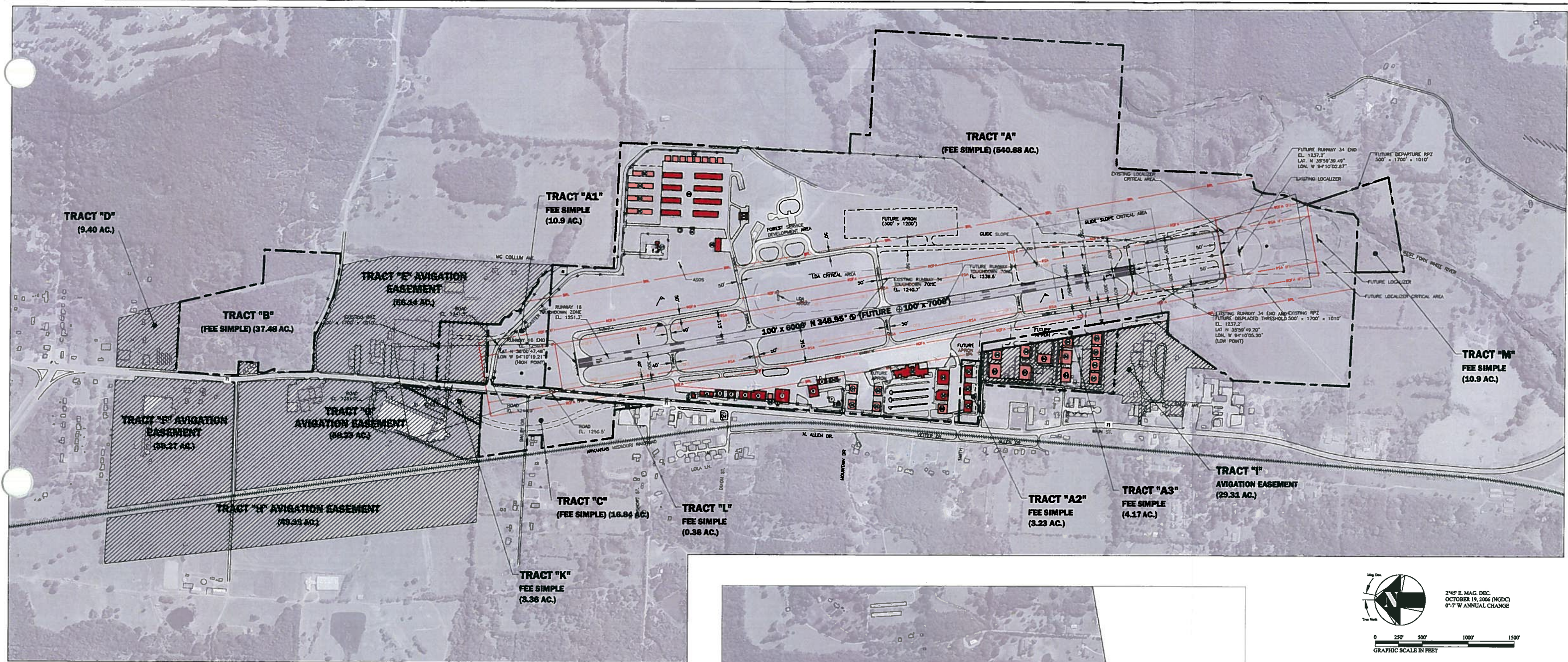
Mr. John Mark Turner

.....
(Typed Name of Sponsor's Designated Official Representative)

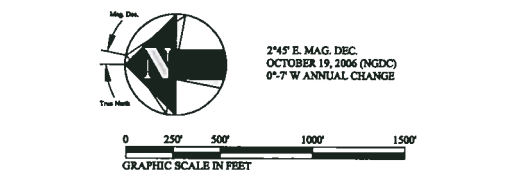
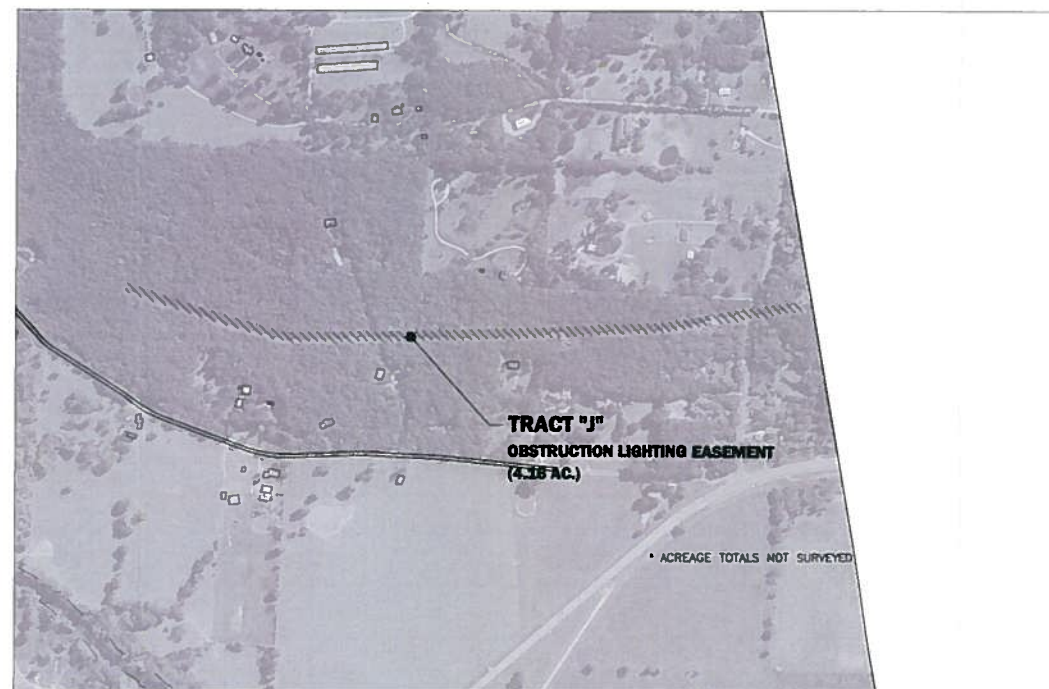
Mayor, City of Siloam Springs

.....
(Typed Title of Sponsor's Designated Official Representative)

.....
(Date)



LAND PARCEL DATA				
TRACT	INTEREST	ACRES	DATE	FEDERAL GRANT NUMBER
A	FEE SIMPLE	522.32	1930	CITY OF FAYETTEVILLE GENERAL OBLIGATION BONDS
B	FEE SIMPLE	37.48	1995	AIP 3-05-0020-15
C	FEE SIMPLE	16.84	1995	AIP 3-05-0020-15
D	AVIGATION EASEMENT	9.40	1990	AIP 3-05-0020-11
E	AVIGATION EASEMENT	56.14	1990	AIP 3-05-0020-11
F	AVIGATION EASEMENT	38.27	1990	AIP 3-05-0020-11
G	AVIGATION EASEMENT	56.23	1990	AIP 3-05-0020-11
H	AVIGATION EASEMENT	49.35	1990	AIP 3-05-0020-11
I	AVIGATION EASEMENT	29.31	1990	AIP 3-05-0020-11
J	OBSTRUCTION LIGHTING EASEMENT	4.16	1990	AIP 3-05-0020-11
A1	FEE SIMPLE	10.96	1982	AIP 3-05-0020-02
A2	FEE SIMPLE	3.23	1985	AIP 3-05-0020-07
A3	FEE SIMPLE	4.17	1995	AIP 3-05-0020-15
K	FEE SIMPLE	3.35		
L	FEE SIMPLE	0.35		
M	FEE SIMPLE	10.92		



AIRPORT DATA		
	EXISTING	FUTURE
AIRPORT ELEVATION (AMSL) NGS 405 (NAVD 88)	1251.3'	SAME
AIRPORT REFERENCE POINT (ARP) NGS 405 (NAVD 83)	1251.3'	SAME
AIRPORT REFERENCE CODE	C-II	SAME
NPAS CATEGORY	GA	SAME
MEAN MAX. TEMPERATURE (HOTTEST MONTH)	89.3°	SAME
TAXIWAY LIGHTING	MTL	SAME
TAXIWAY MARKING	CENTERLINE	SAME
AIRPORT & TERMINAL NAVADS	LDA, LOCALIZER	LDS, GPS, LOCALIZER

REVISIONS		
NO.	DESCRIPTION	DATE

Fayetteville Municipal Airport
FAYETTEVILLE, ARKANSAS

Figure G11
Airport Property Map
(Exhibit A)

Barnard Dunkelberg & Company
Tulsa, Oklahoma



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 16-37, Construction – FYV Taxiway Lighting Rehabilitation

DEADLINE: Thursday, April 28, 2016 before 3:00 PM, Local Time, Room 306

PRE-BID MEETING: Friday, April 15, 2016 at 10:00 AM, Local Time, FYV Terminal

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

PURCHASING AGENT: Andrea Rennie, CPPO, CPPB, aforen@fayetteville-ar.gov, 479.575.8289

DATE OF ISSUE AND ADVERTISEMENT: Thursday, April 7 and 14, 2016

INVITATION TO BID

Bid 16-37, Construction – FYV Taxiway Lighting 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.

Any use of a third party roll off container or dumpster shall be procured through the City of Fayetteville Recycling and Trash Collection Division, (479) 575-8398

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

FILE #1: PROJECT MANUAL: 240 total pages

FILE #2: PROJECT DRAWINGS: 18 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.

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SPECIFICATIONS AND CONTRACT DOCUMENTS



FAYETTEVILLE – DRAKE FIELD
FAYETTEVILLE, ARKANSAS

TAXIWAY LIGHTING REHABILITATION

AIP No. 3-05-0020-044-2016
City of Fayetteville Bid # 16-37
Garver Project Number 15041214

Prepared For:

City of Fayetteville

April 2016



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TAXIWAY LIGHTING REHABILITATION
GARVER PROJECT NO. 15041214

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

SEAL AND SIGNATURE	APPLICABLE DIVISION OR PROJECT RESPONSIBILITY
Adam White, P.E.  Digitally Signed: April 5, 2016	Project Manager Civil Engineer
William B. Gilbreath, P.E.  Digitally Signed: April 5, 2016	Electrical Engineer

000001 – CERTIFICATIONS

GARVER, LLC CERTIFICATE OF AUTHORIZATION:



Expiration Date: December 31, 2016

CITY OF FAYETTEVILLE, ARKANSAS
TAXIWAY LIGHTING REHABILITATION

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010000 – INVITATION TO BID
City of Fayetteville, Arkansas
Bid 16-37, Construction –Taxiway Lighting Rehabilitation

Contract Name: TAXIWAY LIGHTING REHABILITATION

City of Fayetteville Bid Number: 16-37

Advertising Dates: 04/07/16, 04/14/16

The City of Fayetteville, AR is accepting sealed bids from properly licensed professionals for the construction of the Taxiway Lighting Rehabilitation at Fayetteville – Drake Field Airport. The project includes, but is not limited to, clearing conduit of existing conductors, installation of new conductors in existing conduit, and replacement of all existing incandescent taxiway edge light fixtures with new LED fixtures and transformers on existing base cans as shown on the plans and indicated in the specifications.

Sealed bids shall be submitted to the City of Fayetteville (City), AR by **Thursday, April 28, 2016 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 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 non-mandatory pre-bid conference will be held **on Friday, April 15, 2016 at 10:00 AM** at the conference room in the airport terminal building at Fayetteville – Drake Field. All interested parties are strongly encouraged to attend.

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. This is a federally funded project. A contractor's license from the State of Arkansas Contractor's Licensing Board is not required **at the time of bid; however**, no contractor shall submit a bid under this prior to submitting application for licensure. The City shall not execute any construction contract unless and until the successful bidder for the project furnishes an appropriate license issued by the board.

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.

Certain mandatory federal requirements apply to this solicitation and will be made a part of any contract awarded:

1. Buy American Preferences (Title 49 U.S.C. Chapter 501)
2. Foreign Trade Restrictions (49 CFR 30.17)
3. Davis Bacon Labor Provisions (29 CFR Parts 1, 3, and 5)
4. Requirement for Affirmative Action (41 CFR Part 60-4)
5. Debarment, Suspension, Ineligibility, and Voluntary Exclusion
6. Requirements for Drug-free Workplace

Mechanics and laborers on the project shall be paid not less than the minimum hourly rates set out in Prevailing Wage Determination Number AR160172. A copy of the minimum hourly rates are bound in the contract documents.

All bidders and proposers shall make good faith efforts, as defined by Appendix A of 49 CFR Part 26, Regulations of the Office of the Secretary of Transportation, to subcontract a minimum of 1.93 percent of the dollar value of the prime contract to small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE).

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. Awarding this project shall be contingent upon grant funding being approved and received.

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

Bids must remain in effect for 120 days after the bid opening date.

CITY OF FAYETTEVILLE, AR
By: Andrea Rennie, CPPO, CPPB
Title: Purchasing Manager

010200 - INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID

Each bid must be submitted on the prescribed form (Proposal) and Unit Price Schedule(s). All blank spaces must be filled in legibly (either typed or written with ink). All blank spaces for bid prices on the Unit Price Schedules must be filled in and the extended total for each item shall be entered in figures only. If the unit price and the extended total of any item are not in agreement, the unit price shall govern and the extended total is corrected to conform thereto. Erasures or other corrections on the Proposal form or Unit Price Schedules shall be initialed by the signer of the bid. All bids must be signed in ink by an individual authorized to bind the Bidder. All bids must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the Proposal by the Bidder.

There must be a bid on all items that may appear on the Unit Price Schedule(s). No bid will be considered which covers only a part of the work. A conditional bid will not be considered.

The Proposal and Unit Price Schedule(s), along with other specific section items required in Section 17 below for the sealed bid, shall not be altered and these sections shall be submitted in their entirety. Submission must be at the place, and at or prior to the time specified in the Advertisement for Bids.

Each bid must be submitted in a sealed envelope clearly marked on the outside that it contains a bid for **Taxiway Lighting Rehabilitation** and with the time and date of bid opening shown thereon. The name, address, and Arkansas Contractor's License Number OR date of application for licensure with the State of Arkansas Contractor Licensing Board of the Bidder shall appear in the upper left-hand corner of the envelope. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope.

A bid that obviously is unbalanced may be rejected.

2. INTERPRETATIONS AND ADDENDA

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to Garver, Attn: Ben Perea 2049 E. Joyce Blvd., Suite 400, Fayetteville, AR, or by email to BMPerea@GarverUSA.com. Any inquiry received forty-eight (48) hours prior to the opening of bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the contract Documents, and when issued, will be sent to the Plan Holders list located in the electronic plan room at least twenty-four (24) hours before bids are opened. It shall be the Bidder's responsibility to make inquiry to the electronic plan room as to the Addenda issued. All such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

3. BIDDING DOCUMENTS

Complete sets of the bidding documents may be obtained as stated in the advertisement. Owner and Engineer, in making copies of these documents available, do so only for the purpose of obtaining bids for the work, and do not authorize or grant a license for any other use. Complete sets of the documents shall be used in preparing bids; neither the Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

4. INSPECTION OF SITE

Each Bidder shall visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to construction and labor, and shall fully inform himself as to the facilities involved, laws and regulations, and the difficulties and restrictions in attending the performance of the Contract.

The Bidder shall thoroughly examine and familiarize himself with the Plans, Technical Specifications, other Contract Documents, and referenced items. The Bidder shall also carefully study all available reports of explorations and tests of subsurface conditions at or adjacent to the Site.

The Contractor, by the execution of the Contract, shall not be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing, and the Owner will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.

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

5. BID GUARANTY

The bids must be accompanied by a Bid Guaranty, which shall not be less than five percent (5%), of the amount of the bid. At the option of the Bidder, the guaranty may be a cashier's check from a bank doing business in the State of Arkansas, or may be a Bid Bond that is similar to the attached form. No bid will be considered unless it is accompanied by the required guaranty. Cashier's check must be payable to the order of City of Fayetteville, Arkansas. Cash deposits will not be accepted. The Bid Guaranty shall insure the execution of the Agreement and the furnishing of the surety bond or bonds by the successful Bidder, all as required by the Contract Documents.

The guaranty of the apparent successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid Guaranty will be released. If the successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 10 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid Guaranty of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.

The Bid Guaranty of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the effective date of the Contract or 121 days after the Bid opening, whereupon Bid Guaranty furnished by such Bidders will be released. Bid Guaranty of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be returned upon request as soon as feasible after the opening of the bids.

6. COLLUSION; SUBCONTRACTS

A Bidder submitting a Proposal to the Owner for the work contemplated by the Documents on which bidding is based shall not collude with any other person, firm, or corporation in regard to any bid submitted.

Before executing any subcontract, the successful Bidder shall submit Section 010440, LIST OF PROPOSED SUBCONTRACTORS for prior approval of the Owner.

If requested by Owner, the list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity.

If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent successful Bidder to submit an acceptable substitute, in which case the apparent successful Bidder shall submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Award. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder.

If apparent successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in the General Conditions.

7. STATEMENT OF BIDDER'S QUALIFICATIONS

Each Bidder shall submit, on the form furnished for that purpose (a copy of which is included in the Contract Documents), a statement of the Bidder's qualifications, his experience record in construction of work similar to that which here is involved, and his organization and equipment available for the work contemplated; and when specifically requested by the Owner, a detailed financial statement. The Owner shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform his obligations under the Contract and the Bidder shall furnish the Owner all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the Owner that the Bidder is qualified to carry out properly the terms of the Contract.

8. BALANCED BIDS; VARIATIONS IN QUANTITIES

The lump sum price and unit price for each of the several items in the Proposal of each Bidder shall be balanced and shall include its pro rata share of overhead.

The Owner shall have the right to increase or decrease the extent of the work, to change the location or gradient, or the dimensions of any part of the work, provided that the length of the improvement is not increased or decreased in excess of twenty-five percent (25%) of the length as determined by the Contract, or that the quantities of work to be done or the materials to be furnished are not increased or decreased in money value in excess of twenty-five percent (25%) of the total contract as determined by the Contract. Such changes shall not be considered as a waiver of any conditions of the Contract nor invalidate any of the provisions thereof. The Contractor shall perform the work as increased or decreased within the qualifying limits named and no allowance will be made for anticipated profits or increases or decreases so incurred. Change in length or in money value, within the twenty-five percent (25%) limits set out, shall not be cause for adjustment of any lump sum or unit price. Changes in items of work covered by unit prices and/or lump sum prices, within the twenty-five percent (25%) limits set out, shall not be cause for adjustment of any other (non-involved) lump sum or unit price.

Increases or decreases in items of work, and the cost thereof, shall be done in accordance with Section 40 of the General Provisions.

9. TIME FOR RECEIVING BIDS

A bid received prior to the advertised hour of opening will be kept securely and will remain sealed until the hour of opening. The officer whose duty it is to open them will decide when the specified time has arrived, and any bid received subsequent to that time will be returned unopened.

10. OPENING OF BIDS

At the time and place fixed for the opening of bids, the Owner will cause the bids to be opened and publicly read aloud, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative. Bid qualification may be evaluated before and/or after the bid opening, at the Owner's discretion.

11. WITHDRAWAL OF BIDS

Bids may be withdrawn on written request if the request is received prior to the time fixed for the opening of bids. Bidder may withdraw its Bid within 24 hours after Bids are open and Bid Guaranty will be returned if Bidder files a duly signed written notice with the Owner and promptly demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid. The Bidder shall not be allowed to submit a revised Bid.

12. AWARD OF CONTRACT; REJECTION OF BIDS

The Contract will be awarded to the responsive and responsible Bidder submitting the lowest total bid complying with the conditions of the Advertisement for Bids and other parts of these Contract Documents.

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

- 12.1 Responsive Bidder: Means a Bidder who has submitted a complete bid which conforms in all material respects and requirements to the Contract Documents.
- 12.2 Responsible Bidder: Means a Bidder who has the capacity and capability in all respects to perform fully the contract requirements and who has the integrity and reliability to assure good faith performance. Among factors to be considered in determining whether the Bidder meets these standards are the Bidder's financial responsibility, performance responsibility, technical feasibility, his equipment, and his past performance in completing similar work.

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

The Bidder to whom the award is made will be notified at the earliest possible date, but not later than one hundred twenty (120) days after the opening of bids. The Owner, however, reserves the right to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in its interests. The Owner also reserves the right to consider as unqualified to do the work any Bidder who does not habitually perform with his own forces the major portions of such work as is involved in construction of these improvements.

13. EXECUTION OF CONTRACT; PERFORMANCE AND PAYMENT BOND

Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the Owner a Contract in the form included in the Contract Documents in such number of copies as the Owner may require.

Having satisfied all conditions of award as set forth elsewhere in these Documents, the successful Bidder shall, within the period specified above, furnish a surety bond in a penal sum not less than the amount of the Contract as awarded, as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature, including utility and transportation services employed or used by him in performing the work. Such bond shall be as included in the Contract Documents and shall bear the same date as, or a date subsequent to, that of the Agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bond. After the contract has been awarded, a one hundred percent (100%) performance and payment bond shall be provided to the City after being file marked at the Washington County Circuit Clerk's Office. All costs associated with filing the bonds shall be paid by the Contractor.

The failure of the successful Bidder to execute such Contract and to supply the required bond or bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the Owner may grant, based upon reasons determined sufficient by the Owner, shall constitute a default, and the Owner may either award the Contract to the next lowest responsible Bidder or re-advertise for bids.

14. BONDS AND INSURANCE

Attention of Bidders is called to Arkansas Code Annotation §§ 22-9-401 et. Seq., which has certain requirements pertaining to Performance Bonds, labor bonds, employer's liability insurance, public liability insurance, workmen's collective insurance, and property damage insurance.

All companies furnishing Bid Bonds and Performance Bonds shall furnish evidence of being on the U.S. Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Arkansas.

15. CONTRACTOR'S LIABILITY INSURANCE REQUIREMENTS

The Bidder shall provide with the Proposal a listing of both automobile and personal liability insurance coverage currently in force, along with a copy of a Certificate of Insurance as verification of that coverage.

In the event the Owner determines that the low Bidder's coverage in force is inadequate, the Owner may require the low Bidder to procure additional coverage in accordance with the requirements as specified herein.

In the event the lower Bidder is unable, after diligent effort, to procure such additional coverage as may be required by the Owner, the Owner may provide such additional coverage, naming the Contractor as insured or, at the option of the Owner, reduce the amount of additional coverage required or waive any requirement for additional coverage.

16. THIRD PARTY COVERAGE

The Contractor shall provide insurance coverage for the Engineer and the Owner as indicated in the Special Provisions, Section C-01.

17. SIGNATORY AND CONTRACT SUBMITTALS

The Contract Documents call for all Bidders, and for the awarded Contractor, to complete and/or submit information concerning equal employment opportunity, quality control, labor items, etc. A list of required items to be submitted with each bid is listed in the Bidders Checklist.

The following is a list of completed forms/submittals that the apparent low Bidder will be required to complete before execution and award of the contract:

- Contract (all pages)
- Performance Bond
- Payment Bond
- Certificates of Insurance and Insurance Policies

The following is a list of completed forms/submittals that the awarded Contractor will be required to submit before construction begins:

- Construction Schedule

Additional certifications and submittals will be required for construction materials and other items in the technical specifications.

18. LEGAL QUALIFICATIONS

All Bidders, in order to submit a bonafide Proposal, must comply with the applicable terms of Arkansas Code.

The successful Bidder, if a corporation created under the laws of some state other than the State of Arkansas, will be required to qualify, or to have qualified, with the Secretary of State of Arkansas to do business in the State of Arkansas.

19. MODIFICATION OF BID

No modification of any bid already submitted will be considered unless such modification is received in writing, signed and witnessed by persons authorized to so act on behalf of the bidder, prior to the time set for opening of bids.

20. BID PROTEST PROCEDURES

Any potential bidder wishing to file a pre-bid protest concerning alleged improprieties with the bid solicitation must submit the protest to the Engineer in written format 72 hours prior to the specified time of the bid opening.

After the bids are opened, the Bidder may only protest the bidding process on the grounds that an anticipated award involves an improper bid evaluation. Such protests shall be submitted in writing to the Engineer within two (2) calendar days following the bid opening date and prior to the Owner's award of any contract.

The formal written protest must identify the name of the bidder contesting the solicitation or bid, the project name and number, and the specific grounds for the protest. All determinations made by the Owner are final.

END OF INSTRUCTIONS TO BIDDERS



Bond Number BD144237

BID BOND

KNOW ALL BY THESE PRESENTS, that we, H & H Electric Inc.
(hereinafter called the Principal), as Principal, and AUTO-OWNERS INSURANCE COMPANY
(hereinafter called the Surety), as Surety, are held and firmly bound unto City of Fayetteville
(hereinafter called the Obligee), in the penal sum of 5 Percent of bid Dollars (5 % of
Attached bid) for the payment of which the Principal and the Surety bind themselves, their heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS, the Principal has submitted or is about to submit a
proposal to the Obligee on a contract for Bid 16-37, Construction FYU Taxiway Lighting Rehabilitation

NOW, THEREFORE, if the said Contract be timely awarded to the Principal and the Principal shall, within such time as
may be specified, enter in the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee
for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and
effect.

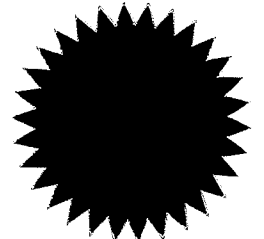
Signed and sealed the 1st day of June, 2016

[Signature]
Witness

[Signature]
Witness

H & H Electric Inc.
[Signature] Principal
Ivan Holloway - President Title

Auto-Owners Insurance Company
[Signature]
Sharon E. Bridges Attorney-in-Fact



DATE AND ATTACH TO ORIGINAL BOND
AUTO-OWNERS INSURANCE COMPANY

LANSING, MICHIGAN
POWER OF ATTORNEY

NO. BD144237

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint SHARON E BRIDGES

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized officer this 2nd day of January, 2014.



Kenneth R. Schroeder

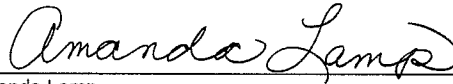
Senior Vice President

STATE OF MICHIGAN } ss.
COUNTY OF EATON }

On this 2nd day of January, 2014, before me personally came Kenneth R. Schroeder, to me known, who being duly sworn, did depose and say that they are Kenneth R. Schroeder, Senior Vice President of AUTO-OWNERS INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.



My commission expires January 1st, 2020



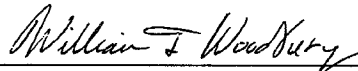
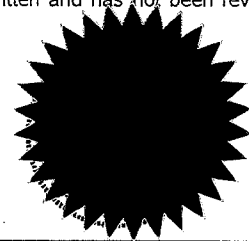
Amanda Lamp

Notary Public

STATE OF MICHIGAN } ss.
COUNTY OF EATON }

I, the undersigned Senior Vice President, Secretary and General Counsel of AUTO-OWNERS INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth are now in force.

Signed and sealed at Lansing, Michigan. Dated this 28th day of April, 2016



William F. Woodbury, Senior Vice President, Secretary and General Counsel

010400 - PROPOSAL

Place CITY OF FAYETTEVILLE, AR

Date 4/28/2016

Proposal of H & H ELECTRIC, INC.,

a corporation organized and existing under the laws of the State of AR,

Tax ID Number (TIN): 71-0363444

DUNS #: 048441596

CAGE Code: 0BFS0

or

Proposal of _____,

a partnership consisting of _____

or

Proposal of _____,

an individual doing business as _____,

To: City of Fayetteville, Arkansas

This bid results from your advertisement for bids for the construction of the **Taxiway Lighting Rehabilitation.**

The undersigned Bidder, having visited the site of the work, having examined the Plans, Specifications, and other Contract Documents including all Addenda, and being familiar with all of the conditions relating to the construction of the proposed project, hereby agrees to comply with all other conditions or requirements set forth in the Plans, Specifications, and other Contract Documents, and further proposes to; furnish all material, supplies, equipment, and appliances; to furnish all labor, tools, equipment and incidentals to complete the work in accordance with the Plans, Specifications, and other Contract Documents at and for the lump sum and unit prices proposed in the attached Unit Price Schedule(s).

The undersigned Bidder agrees to begin work within ten (10) calendar days after the issuance by, or on behalf of, the Owner of a "Work Order" or "Notice to Proceed" and to complete the work within twenty-eight (28) consecutive calendar days thereafter per the phasing requirements as described in the SPECIAL PROVISIONS (except as modified in accordance with the SPECIAL PROVISIONS of these Contract Documents). Should the work fail to be completed within the time herein stated, the Contractor shall pay to the Owner, as fixed and agreed liquidated damages, and not as a penalty, the sum, for each day of delay until the work is completed and accepted, as stipulated in SPECIAL PROVISIONS of these Contract Documents. It is understood that additional time for the completion of the project is to be allowed only for delays as stipulated in SPECIAL PROVISIONS of these Contract Documents.

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Bidder acknowledges receipt of the following addendum (addenda):

#1 and #2

_____ and _____
_____ and _____

The undersigned Bidder agrees that this bid shall be good and shall not be withdrawn for a period of one hundred twenty (120) calendar days after the opening thereof. If written notice of the acceptance of this Proposal is mailed, telegraphed, or delivered to the undersigned within one hundred twenty (120) days after the opening thereof, or at any time thereafter before this Proposal is withdrawn, the undersigned agrees to execute and deliver an Agreement (Contract) in the prescribed form, and furnish the required Performance and Payment Bond, within ten (10) days after the Agreement is presented to him for signature.

It is understood by the undersigned Bidder that the Owner reserves the right to reject any or all bids.

It is understood and agreed by the Bidder that the award procedure for this solicitation will include the selection criteria of 49 CFR Part 26.45 to ensure that prime contracts are awarded to competitors that meet Disadvantaged Business Enterprise (DBE) goals. Notification is hereby given that DBE goals are established for this prime contract. The goal for firms owned and controlled by socially and economically disadvantaged individuals is **1.93 percent** of the dollar value of this contract. The following provisions are also included by reference:

- Davis Bacon Act (29 CFR Part 5.5)
- EEO Compliance Reports (41 CFR Part 60-1.7)
- Trade Restriction Certification (49 CFR Part 30)
- Buy American Preferences (Title 49 United States Code, Chapter 501)
- Certification of Non-Segregated Facilities (41 CFR Part 60-1.8)
- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (49 CFR Part 29)

Accompanying this Proposal as bid security is a cashier's check/bid bond (~~strike one~~) in the amount of ELVEN THOUSAND ONE HUNDRED THIRTY EIGHT Dollars (\$ 11,138.00), being not less than five percent (5%) of the total amount of the bid. If the undersigned Bidder is the successful Bidder, but fails or refuses to execute the contract and furnish the required bond within the prescribed ten (10) days of the notification of award, then this bid security is to become the property of the Owner as liquidated damages for the delay and additional expense to the Owner caused by such failure or refusal.

[Signature]
(Witness)

HCH ELECTRIC, INC.
(Name of Bidder)

RICH WISDOMSKAN

By *[Signature]*

(Address)

JUAN HOLLOWAY / PRESIDENT
(Print Name and Title)

158 TECHNICAL CIRCLE

HAT SPRINGS, AR 71901

(Office Address of Bidder)

SEAL (If Bidder is a corporation)

NOTES:

Sign in ink. Do not detach.
Items must be bid upon as specified
in the Unit Price Schedule.

**FAYETTEVILLE - DRAKE FIELD
TAXIWAY LIGHTING REHABILITATION
UNIT PRICES**

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
1	SS-120-3.1	Site Preparation	LS	1	5,000 -	5,000 -
2	SS-300-5.1	Lockout/Tagout and Constant Current Regulator Calibration Procedures	LS	1	500 -	500 -
3	SS-301-5.1	Existing L-861T Taxiway Edge Light, Removed with Base to Remain	EA	415	8.50	3,527.50
4	SS-301-5.2	Existing Conduit or Duct Bank Cleared of Cable	LF	30,000	.30	9,000.00
5	SS-310-5.1	Existing Guidance Sign, Reconnected with New Isolation Transformer, Lamps, and Primary Connector Kit	EA	52	295 -	15,340 -
6	SS-310-5.2	L-861T(L) LED Base Mounted Taxiway Edge Light, Installed on Existing Base	EA	415	347.50	144,212.50
7	SS-310-5.3	Temporary Airfield Lighting	LS	1	300 -	300 -
8	L-108-5.1	No. 8 AWG, 5 kV, L-824, Type C Cable, Installed in Trench, Duct Bank or Conduit	LF	45,000	.85	38,250 -
9	L-108-5.2	No. 6 AWG, Solid, Bare Counterpoise Wire, Installed in Trench, Above the Duct Bank or Conduit, Including Ground Rods and Ground Connectors	LF	250	1.30	325 -
10	L-110-5.1	Non-Encased Electrical Conduit, 1-Way 2" C	LF	250	10 -	2,500 -
11	SP-C-01	Bonds and Insurance	LS	1	3,800 -	3,800 -

Note: Mobilization shall not exceed 5% of the total bid

Total Bid

\$ 222,755 -

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010420 - STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder. *H+H ELECTRIC, INC.*
2. Permanent main office address. *158 TECHNIC CIRCLE, HOT SPRINGS, AR 71901*
3. When organized. *1964*
4. If a corporation, where incorporated. *ARKANSAS*
5. How many years have been engaged in the contracting business under your present firm or trade name? *50 YEARS*
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion).
7. General character of work performed by your company.
ELECTRICAL
8. Have you ever failed to complete any work awarded to you?
NO
9. Have you ever defaulted on a Contract?
NO
If so, where and why?
10. Have you ever been fined or had your license suspended by a Contractor's Licensing Board?
NO
If so, where and why?
11. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed. *NLR MUNICIPAL 460K 10/15*
CLINTON NATIONAL 1.1 mil. 4/14
CAW 2.6 mil. 3/14
12. List your major equipment available for this Contract.
13. Experience in construction work similar in importance to this project. *CLINTON NATIONAL, SPRINGDALE MUNICIPAL, TEXARKANA MUNICIPAL, WARREN MUN., WEST HELINA MUN., NLR MUNICIPAL*
14. Background and experience of the principal members of your organization, including the officers.
SEE ATTACHED RESUMES
15. Background and experience of the Master Electrician(s) licensed in the state of Arkansas (issued by the Arkansas Board of Electrical Examiners) who have proper skills in supervising, performing, and maintaining the electrical work. *SEE ATTACHED RESUMES*

Provide Master Electrician(s) licenses for the qualified electrical supervisor(s) for supervising the 5 kV airfield lighting work and provide Journeyman(s) licenses for those that will assist in the work. Provide certifications and qualifications of each proposed 5 kV cable splicer, with minimum (3) years continuous experience in terminating/splicing medium voltage cables. *SEE ATTACHED*
16. Credit available: \$ *UPON AWARD OF CONTRACT*.
17. Give Bank reference: *UPON AWARD OF CONTRACT*.
18. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? *YES*

19. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner, in verification of the recitals comprising this statement of Bidder's Qualifications.
20. The Bidder shall provide a brief description of any litigation or administrative proceeding of the following types, either pending or concluded within the preceding year, to which the Bidder (and the ultimate controlling person, if different from the Bidder) or any of its directors or executive officers was a party or of which the property of any such person is or was the subject; the names of the parties and the court or agency in which such litigation or proceeding is or was pending shall be given:
- (a) Administrative or judicial proceedings of any state federal agency or authority concerning environmental violations;
 - (b) Proceedings which may have a material effect upon the solvency of the ultimate holding company, including but not necessarily limited to, bankruptcy and receivership; and
 - (c) Criminal proceedings.

Dated at 11 A.M. this 28th day of APRIL, 2016.

H2H ELECTRIC, INC.
(Name of Bidder)

By Juan Holloway

Title PRESIDENT

STATE OF Arkansas)
COUNTY OF Hot Spring) SS.

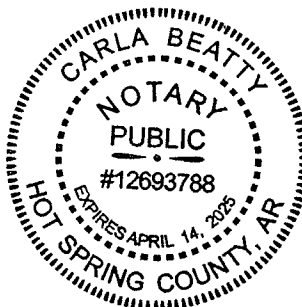
Juan Holloway being duly sworn deposes and says that he is
President of H2H Electric, Inc
(Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.
SUBSCRIBED AND SWORN TO BEFORE ME this 28th day of April, 2016.

Carla Beatty
(Notary Public)

My Commission Expires:

04-14-2025



010440 - LIST OF PROPOSED SUBCONTRACTORS

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

If the responses below do not clearly indicate that the contract goal for DBE participation has been achieved, documentation shall be attached to clearly demonstrate to the satisfaction of the Owner that a Good Faith Effort has been made as defined and described in Appendix A of 49 CFR Part 26. Firms qualified as a DBE for this project shall be certified by the Arkansas State Highway and Transportation Department.

For Annual Gross Receipts:

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

Type of Work:

Subcontractor's Name: A.J. ELLIOTT, INC.

Arkansas License No.: 0320900315

Address: 40 SANGERS CIRCLE, MAYFLOWER AR 72106

DBE: ☒ Yes ☐ No (circle one) Contract Amount: \$4,615,260

Date Firm Established: 12/2008

Annual Gross Receipts (enter the range only): 1

Type of Work:

Subcontractor's Name:

Arkansas License No.:

Address:

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

Date Firm Established:

Annual Gross Receipts (enter the range only):

Type of Work:

Subcontractor's Name:

Arkansas License No.:

Address:

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

Date Firm Established:

Annual Gross Receipts (enter the range only):

Type of Work:

Subcontractor's Name:

Arkansas License No.:

Address:

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

Date Firm Established:

Annual Gross Receipts (enter the range only):

Bidder (General Contractor):

Arkansas License No.: 0012550116

Address: 158 TECHNICAL CIRCLE, HOT SPRINGS AR 71901

DBE: Yes / No (circle one)

Date Firm Established: 1964

Annual Gross Receipts (enter the range only): 2

By:

Title: PRESIDENT

Percent of Contract to be Completed by DBE: 1.93%

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

Notes:

- (1) This form must be completed and submitted at the time of the bid opening.
- (2) This is a federally funded project. A contractor's license from the State of Arkansas Contractor's Licensing Board is not required at the time of bid; however, no contractor shall submit a bid under this prior to submitting application for licensure. The City shall not execute any construction contract unless and until the successful bidder for the project furnishes an appropriate license issued by the board.
- (3) Certificates of license shall be provided with this form at the time of the bid opening.

010460 – DBE PARTICIPATION REPORTING

Disadvantaged Business Enterprise (DBE) Utilization

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

☒ The bidder/offeror is committed to a minimum 1.93% DBE utilization on this contract.

☐ The bidder/offeror (if unable to meet the DBE goal of 1.93%) is committed to a minimum of _____% utilization on this contract and submits documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: HHH ELECTRIC, INC.

By: Deane Holberry PRESIDENT
(Signature) (Title)

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Complete the following for each DBE Firm to be used on the project.

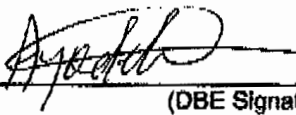
Name of Bidder/Offeror's Firm:	114H ELECTRIC, INC.
--------------------------------	---------------------

Name of DBE Firm:	A&S ELECTRIC, LLC
Address:	40 SNUGGS CIRCLE
City, State, Zip:	MAYFLOWER, AR 72106
Telephone(s):	501-472-8643
Description of Work to be performed by DBE firm:	ELECTRICAL WORK

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ 4,615.26

Affirmation:

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated value as stated above.

By:  (DBE Signature) OWNER (Title)

If the bidder/offeror does not receive award of the prime contract, any and all representation in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor.)

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Schedule of DBE Unavailability

Complete the following schedule if DBE goal is not met. Include DBE contractors that were contacted but unable to complete work on the project.

(Name of Prime Contractor)

Name of DBE Contractor	Contact Person	Contact Number	Description of Work to be performed by DBE firm	Reason Unavailable

The undersigned certifies that the above DBE(s) was/were contacted, in good faith, and the said DBE(s) was/were unable to submit an acceptable responsive bid. Failure to fill out DBE forms is a ground for rejection of the bid. The making of a material misrepresentation is a ground for consideration for disqualification.

(Signature)

(Title)

(Date)

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010470 BIDDER CERTIFICATIONS

BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR MANUFACTURED PRODUCTS (Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- ☒ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- Only installing steel and manufactured products produced in the United States, or;
 - Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
 - Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- To faithfully comply with providing US domestic product
- To furnish US domestic product for any waiver request that the FAA rejects
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

- To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
- That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
- To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver - Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

4/28/2016
Date

Dean Holbrey
Signature

HSH ELECTRIC, INC.
Company Name

PRESIDENT
Title

CERTIFICATION OF NONSEGREGATED FACILITIES

The federally-assisted construction contractor certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in his files.

NOTICE TO PROSPECTIVE CONTRACTORS OF REQUIREMENTS FOR CERTIFICATION OF NONSEGREGATED FACILITIES

1. This Certification of Non-segregated Facilities shall be submitted prior to the award of the construction contract.
2. The awarded Contractor will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.

Certification - The information above is true and complete to the best of my knowledge and belief.

Ivan Holloway, President

Name and Title of Signer (Please Type)

Ivan Holloway
Signature

4/28/2016
Date

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

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010480 - BIDDER'S CHECKLIST OF REQUIRED ITEMS

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

Spec. Section	Description	Completed*
	Acknowledgement of All Addenda	☒
010000	Attended Pre-Bid (include only if Pre-Bid is mandatory)	☐
	Bid contains the following forms:	
010200	1. Insurance Coverages (Current Auto and Liability Insurance)	☐
010300	2. Bid Bond	☐
010400	3. Proposal (including Unit Price Schedule – if applicable)	☐
010420	4. Statement of Bidder's Qualifications	☐
010440	5. List of Proposed Subcontractors (With Copies of Licenses)	☐
010460	6. DBE Participation Reporting	☐
010470	7. Bidder Certification Forms	
	Buy American Certification	☒
	Certification of Nonsegregated Facilities	☒

*Check when filled out, signed, and included with submission of bid packet.

Within three (3) days after Bid Opening:

Bidder acknowledges to provide within three (3) days after Bid Opening (Low Bidder and Second Low Bidder Only):

1. Bidder's Qualifications of Subcontractor (if requested)

Within ten (10) days after Notice of Award:

Bidder acknowledges that within ten (10) days after Notice of Award, Successful Contractor is required to complete the following before execution and award of the contract:

- | | |
|--------|--|
| 010600 | 1. Contract (all pages and supporting documents) |
| 010700 | 2. Performance Bond |
| 010720 | 3. Payment Bond |
| 010800 | 4. Completed Certificates of Insurance |

Prior to Construction:

Contractor required to submit Construction Schedule before construction begins.

Seal (if incorporated)

Bidder Name: H & H Electric, Inc.

Address: 158 Technic Cir.

City, State, Zip Code: Hot Springs, AR. 71901

Contractor Number: 0012550116

Contact Name: Rich Wiederspan

Title: Project Manager

Contact Number: 501-802-5540

Contact Email: rich@hhinc.net

Signature of Authorized Agent for Bidder:

Dean Holloway

Date: 4-28-2016

License No. 0012550116

ID #2825

FEB 19 2015

State of Arkansas

Contractors Licensing Board

H & H ELECTRIC, INC.
PO BOX 6425
HOT SPRINGS, AR 71902-6425

H & H ELECTRIC, INC.

This is to Certify That

is duly licensed under the provisions of Act 150 of the 1965 Acts as amended and is entitled to practice Contracting in the State of Arkansas within the following classification:

ELECTRICAL
SPECIALTY

Special Coatings or Applications, Caulking, Waterproofing

with the following suggested bid limit Unlimited

from February 13, 2015 until January 31, 2016

when this Certificate expires.

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



[Signature]

CHAIRMAN

[Signature]

SECRETARY

February 13, 2015 - da



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/28/2016

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

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

PRODUCER First Arkansas Insurance Hot Springs, Inc. P.O. Box 22270 Hot Springs, AR 71903-2270 Sharon Bridges	CONTACT NAME: Sharon Bridges	
	PHONE (A/C, No, Ext): 501-525-2600 FAX (A/C, No): 501-525-2622	
	E-MAIL ADDRESS: sbbridges@faihs.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Bridgefield Casualty Insurance	
	INSURER B: Ohio Security Insurance Co	24082
	INSURER C: American Fire & Casualty Co.	24066
	INSURER D: Ohio Casualty Insurance	24074
	INSURER E:	
	INSURER F:	

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			BKS53671125	10/01/2015	10/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
C	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			BAA53671125	10/01/2015	10/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10000			USO53671125	10/01/2015	10/01/2016	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	19628521	10/01/2015	10/01/2016	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Installation Floater			BKS53671125	10/01/2015	10/01/2016	Project 500,000 Ded 1,000

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

WC Officer excluded: Ivan Holloway
Bid 16-37 - Construction FYU Taxiway Lighting Rehabilitation

CERTIFICATE HOLDER	CANCELLATION
CITYFAY City of Fayetteville 113 West Mountain Fayetteville, AR 72701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Sharon Bridges

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010600 - CONTRACT

THIS AGREEMENT made this _____ day of _____, _____, by _____ and _____
_____ a Corporation
organized and existing under the laws of the State of _____ hereinafter called the
"Contractor", and City of Fayetteville, Arkansas, hereinafter called the "Owner".

W I T N E S S E T H:

That the Contractor and the Owner for the consideration stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, incidentals and services, including utility and transportation services and perform and complete all work required for the construction of **Taxiway Lighting Rehabilitation** in strict accordance with the Contract Documents.

ARTICLE 2. Engineer. 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. The Contract Price. The Owner will pay the Contractor, because of his performance of the Contract, for the total quantities of work performed at the lump sum and unit prices stipulated in the Proposal subject to additions, and deductions as provided in the GENERAL PROVISIONS.

As provided in the GENERAL PROVISIONS, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in the GENERAL PROVISIONS.

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 4. Contract Time. The Contractor agrees to begin work within ten (10) calendar days after issuance by the Owner of a "Work Order" or "Notice to Proceed" and to complete the work within twenty-eight (28) consecutive calendar days thereafter per the phasing requirements as described in the SPECIAL PROVISIONS (except as modified in accordance with the SPECIAL PROVISIONS of these Contract Documents). If the Contractor shall fail to complete the work within the time specified, he and his Surety shall be liable for payment to the Owner, as liquidated damages ascertained and agreed, and not in the nature of a penalty, the amount specified in SPECIAL PROVISIONS of these Contract Documents for each day of delay. To the extent sufficient in amount, liquidated damages shall be deducted from the payments to be made under this Contract.

ARTICLE 5. Contract. The executed Contract Documents shall consist of the following:

- Executed Agreement
- b. Addenda (if any)
- c. Advertisement for Bids
- d. Instructions to Bidders
- e. Proposal
- f. Statement of Bidder's Qualifications
- g. List of Proposed Subcontractors
- h. Performance and Payment Bonds
- i. General Provisions
- j. Special Provisions
- k. Technical Specifications
- l. Supplemental Specifications
- m. Drawings
- n. Certificates of Insurance and Insurance Policies
- o. Third Party Insurance

This Contract together with other Documents enumerated in this Article 5, which said other Documents are as fully a part of the Contract Documents as if hereto attached or herein repeated, form the Contract between the parties hereto. In the event that any provisions in any component part of this Contract conflicts with any provision of any other component part, the conflict shall be resolved by the Engineer whose decision shall be final.

ARTICLE 6. Surety. The Surety on the Performance and Payment Bonds shall be a surety company of financial resources satisfactory to the Owner, authorized to do business in the State of the Project, and shall comply with applicable state laws.

ARTICLE 7. Freedom of Information Act. City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.

ARTICLE 8. Jurisdiction. Legal jurisdiction to resolve any disputes shall be **Washington County, Arkansas** with **Arkansas** law applying to the case.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in four (4) counterparts, each of which shall be considered an original on the day and year first written.

(Contractor)

ATTEST: _____ By _____

Title: _____

(Street)

(City)

(Owner)

ATTEST: _____ By _____

(Print the names underneath all signatures) Title: _____

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010700 - PERFORMANCE BOND

1. NOTIFICATION

The Surety's obligation under this Bond shall arise after:

- 1.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Default. Such notice shall indicate that the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. Unless the Owner agrees otherwise, any conference requested under this Paragraph shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- 1.2 The Owner declares a Default, terminates the Construction Contract and notifies the Surety.

Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Failure on the part of the Owner to comply with the notice requirement shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations.

The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

2. SURETY'S ACTIONS

When the Owner has satisfied the conditions of Paragraph 1, the Surety shall promptly and at the Surety's expense take one of the following actions:

- 2.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
- 2.2 Undertake to perform and complete the Construction Contract itself, through its mutually acceptable agents or independent contractors;
- 2.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 3 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
- 2.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 2.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

- 2.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

3. SURETY OBLIGATIONS

If the Surety elects to act under Paragraph 2.1, 2.2, or 2.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

- 3.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- 3.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 2; and
- 3.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

4. SURETY DEFAULT

If the Surety does not proceed as provided in Paragraph 2 with reasonable promptness, the Surety shall be deemed to be in default on this Bond ten days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 2.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

5. PROCEEDINGS

Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

6. STATUTORY REQUIREMENTS

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

7. PERFORMANCE BOND CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, _____

as Principal, hereinafter called "Principal", and _____

_____, State of _____, as

Surety, hereinafter called "Surety", are held and firmly bound unto the City of Fayetteville, Arkansas, as Obligee, hereinafter called "Owner", in the amount of:

_____, Dollars (\$ _____),
in lawful money of the United States of America, for the payment of which sum well and truly to be made,
we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by
these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal entered into a Contract with the Owner by written agreement dated the
day of _____, 20____, a copy of which is attached hereto and made a part hereof, hereinafter referred
to as the Contract,

"Taxiway Lighting Rehabilitation"

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings,
covenants, terms, conditions, and agreements of said Contract, including without limitation the
maintenance warranty thereof, during the original term thereof, and any extensions thereof which may be
granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands
incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and
damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all
outlay and expense which the Owner may incur in making good any default, then this obligation shall be
void; otherwise to remain in full force and effect.

Any alterations which may be made in the terms of the Contract, or in the work to be done under it, or the
giving by the Owner of an extension of time for the performance of the Contract, or any other forbearance
on the part either of the Owner or the Principal to the other shall not release in any way the Principal and
Surety, or either of these, their heirs, personal representatives, successors, or assigns from their liability
hereunder, notice to the Surety of any alteration, extension or forbearance hereby being waived.

In no event shall the aggregate liability of the Surety exceed the sum set out herein.

This bond is executed pursuant to the terms of Arkansas Code Annotation §§ 18-44-501 et. Seq., as
amended.

Executed on this ____ day of _____, 20__.

SEAL

Principal

By _____
Signature

By _____
Print Name and Title

SEAL

Surety

By _____
Attorney-In-Fact - Signature

By _____
Attorney-In-Fact - Print Name and Title

Surety Address for giving Notices: -

NOTES: Attach Power of Attorney.

Date of Bond must not precede date of Contract.

A copy of this Bond must be filed with the
Circuit Clerk in each county wherein the work
is to be performed.

010720 - PAYMENT BOND

1. NOTIFICATION

The Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in the Bond Certificate) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations. When the Owner has made notification, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

The Surety's obligations to a Claimant under this Bond shall arise after Claimants have furnished a written notice of non-payment to the Contractor, Surety, or Owner, stating with substantial accuracy the amount claimed and the name of the party to whom the materials, labor, or equipment was furnished or supplied. It is sufficient if a notice of non-payment is given to the Contractor by the Owner.

2. SURETY'S OBLIGATION

When a Claimant has satisfied the conditions of Paragraph 1, the Surety shall promptly and at the Surety's expense take the following actions:

- 2.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
- 2.2 Pay or arrange for payment of any undisputed amounts.
- 2.3 The Surety's failure to discharge its obligations under Paragraph 2.1 or 2.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 2.1 or 2.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

3. DEDICATION OF BOND FUNDS

Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

4. OTHER OBLIGATIONS

The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make

payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

5. PROCEEDINGS

No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

6. STATUTORY REQUIREMENTS

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

7. PAYMENT BOND CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, _____

as Principal, hereinafter called "Principal", and _____

_____, State of _____, as

Surety, hereinafter called "Surety", are held and firmly bound unto the City of Fayetteville, Arkansas, as Obligee, hereinafter called "Owner", in the amount of:

_____, Dollars (\$ _____),
in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal entered into a Contract with the Owner by written agreement dated the day of _____, 20____, a copy of which is attached hereto and made a part hereof, hereinafter referred to as the Contract,

"Taxiway Lighting Rehabilitation"

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work, whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

Any alterations which may be made in the terms of the Contract, or in the work to be done under it, or the giving by the Owner of an extension of time for the performance of the Contract, or any other forbearance on the part either of the Owner or the Principal to the other shall not release in any way the Principal and Surety, or either of these, their heirs, personal representatives, successors, or assigns from their liability hereunder, notice to the Surety of any alteration, extension or forbearance hereby being waived.

In no event shall the aggregate liability of the Surety exceed the sum set out herein.

This bond is executed pursuant to the terms of Arkansas Code Annotation §§ 18-44-501 et. Seq., as amended.

Executed on this _____ day of _____, 20____.

SEAL

Principal

By _____
Signature

By _____
Print Name and Title

SEAL

Surety

By _____
Attorney-In-Fact - Signature

By _____
Attorney-In-Fact - Print Name and Title

Surety Address for giving Notices:

NOTES: Attach Power of Attorney.

Date of Bond must not precede date of Contract.

A copy of this Bond must be filed with the
Circuit Clerk in each county wherein the work
is to be performed.

GENERAL PROVISIONS

SECTION 10 DEFINITION OF TERMS

Whenever the following terms are used in these specifications, in the contract, or in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be interpreted as follows:

10-1 AASHTO. The American Association of State Highway and Transportation Officials, the successor association to AASHO.

10-2 ACCESS ROAD. The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public highway.

10-3 ADVERTISEMENT. A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.

10-4 AIRPORT IMPROVEMENT PROGRAM (AIP). A grant-in-aid program, administered by the Federal Aviation Administration (FAA).

10-5 AIR OPERATIONS AREA (AOA). For the purpose of these specifications, the term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.

10-6 AIRPORT. Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; and airport buildings and facilities located in any of these areas, and includes a heliport.

10-7 ASTM INTERNATIONAL (ASTM). Formerly known as the American Society for Testing and Materials (ASTM).

10-8 AWARD. The Owner's notice to the successful bidder of the acceptance of the submitted bid.

10-9 BIDDER. Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

10-10 BUILDING AREA. An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.

10-11 CALENDAR DAY. Every day shown on the calendar.

10-12 CHANGE ORDER. A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the work affected by such changes. The work, covered by a change order, must be within the scope of the contract.

10-13 CONTRACT. The written agreement covering the work to be performed. The awarded contract shall include, but is not limited to: Advertisement, Contract Form, Proposal, Performance Bond, Payment Bond, any required insurance certificates, Specifications, Plans, and any addenda issued to bidders.

10-14 CONTRACT ITEM (PAY ITEM). A specific unit of work for which a price is provided in the contract.

10-15 CONTRACT TIME. The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.

10-16 CONTRACTOR. The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.

10-17 CONTRACTOR'S LABORATORY. The Contractor's quality control organization in accordance with the Contractor Quality Control Program.

10-18 CONSTRUCTION SAFETY AND PHASING PLAN (CSPP). The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.

10-19 DRAINAGE SYSTEM. The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.

10-20 ENGINEER. The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering observation of the contract work and acting directly or through an authorized representative.

10-21 EQUIPMENT. All machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the work.

10-22 EXTRA WORK. An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Engineer to be necessary to complete the work within the intended scope of the contract as previously modified.

10-23 FAA. The Federal Aviation Administration of the U.S. Department of Transportation. When used to designate a person, FAA shall mean the Administrator or his or her duly authorized representative.

10-24 FEDERAL SPECIFICATIONS. The Federal Specifications and Standards, Commercial Item Descriptions, and supplements, amendments, and indices thereto are prepared and issued by the General Services Administration of the Federal Government.

10-25 FORCE ACCOUNT. Force account work is planning, engineering, or construction work done by the Sponsor's employees.

10-26 INSPECTOR. An authorized representative of the Engineer assigned to make all necessary observations of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.

10-27 INTENTION OF TERMS. Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer, subject in each case to the final determination of the Owner.

Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.

10-28 LABORATORY. The official testing laboratories of the Owner or such other laboratories as may be designated by the Engineer. Also referred to as "Engineer's Laboratory" or "quality assurance laboratory."

10-29 LIGHTING. A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.

10-30 MAJOR AND MINOR CONTRACT ITEMS. A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.

10-31 MATERIALS. Any substance specified for use in the construction of the contract work.

10-32 NOTICE TO PROCEED (NTP). A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.

10-33 OWNER. The term "Owner" shall mean the party of the first part or the contracting agency signatory to the contract. Where the term "Owner" is capitalized in this document, it shall mean airport Sponsor only.

10-34 PASSENGER FACILITY CHARGE (PFC). Per 14 CFR Part 158 and 49 USC § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls."

10-35 PAVEMENT. The combined surface course, base course, and subbase course, if any, considered as a single unit.

10-36 PAYMENT BOND. The approved form of security furnished by the Contractor and his or her surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.

10-37 PERFORMANCE BOND. The approved form of security furnished by the Contractor and his or her surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.

10-38 PLANS. The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications.

10-39 PROJECT. The agreed scope of work for accomplishing specific airport development with respect to a particular airport.

10-40 PROPOSAL. The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.

10-41 PROPOSAL GUARANTY. The security furnished with a proposal to guarantee that the bidder will enter into a contract if his or her proposal is accepted by the Owner.

10-42 RUNWAY. The area on the airport prepared for the landing and takeoff of aircraft.

10-43 SPECIFICATIONS. A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.

10-44 SPONSOR. A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.

10-45 STRUCTURES. Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; flexible and rigid pavements; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.

10-46 SUBGRADE. The soil that forms the pavement foundation.

10-47 SUPERINTENDENT. The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the Engineer, and who shall supervise and direct the construction.

10-48 SUPPLEMENTAL AGREEMENT. A written agreement between the Contractor and the Owner covering (1) work that would increase or decrease the total amount of the awarded contract, or any major contract item, by more than 25%, such increased or decreased work being within the scope of the originally awarded contract; or (2) work that is not within the scope of the originally awarded contract.

10-49 SURETY. The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.

10-50 TAXIWAY. For the purpose of this document, the term taxiway means the portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.

10-51 WORK. The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.

10-52 WORKING DAY. A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.

END OF SECTION 10

SECTION 20 PROPOSAL REQUIREMENTS AND CONDITIONS

20-1 ADVERTISEMENT (NOTICE TO BIDDERS). *(See Page 010000-1)*

20-2 QUALIFICATION OF BIDDERS. Each bidder shall furnish the Owner satisfactory evidence of his or her competency to perform the proposed work. Such evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, a list of equipment that would be available for the work, and a list of key personnel that would be available. In addition, each bidder shall furnish the Owner satisfactory evidence of his or her financial responsibility. Such evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the bidder's last fiscal year.

Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether his or her financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect the bidder's true financial condition at the time such qualified statement or report is submitted to the Owner.

Unless otherwise specified, a bidder may submit evidence that he or she is prequalified with the State Highway Division and is on the current "bidder's list" of the state in which the proposed work is located. Such evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above.

Each bidder shall submit "evidence of competency" and "evidence of financial responsibility" to the Owner at the time of bid opening.

20-3 CONTENTS OF PROPOSAL FORMS. The Owner shall furnish bidders with proposal forms. All papers bound with or attached to the proposal forms are necessary parts and must not be detached.

The plans, specifications, and other documents designated in the proposal form shall be considered a part of the proposal whether attached or not.

20-4 ISSUANCE OF PROPOSAL FORMS. The Owner reserves the right to refuse to issue a proposal form to a prospective bidder should such bidder be in default for any of the following reasons:

- a. Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the Owner at the time the Owner issues the proposal to a prospective bidder.
- c. Documented record of Contractor default under previous contracts with the Owner.
- d. Documented record of unsatisfactory work on previous contracts with the Owner.

20-5 INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as hereinafter provided in the subsection 40-02 titled ALTERATION OF WORK AND QUANTITIES of Section 40 without in any way invalidating the unit bid prices.

20-6 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. Bidders shall satisfy themselves as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans, and specifications.

20-7 PREPARATION OF PROPOSAL. The bidder shall submit his or her proposal on the forms furnished by the Owner. All blank spaces in the proposal forms must be correctly filled in where indicated for each and every item for which a quantity is given. *If so requested*, the bidder shall state the price (written in ink or typed) both in words and numerals for which they propose to do for each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall sign the proposal correctly and in ink. If the proposal is made by an individual, his or her name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state under the laws of which the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of his or her authority to do so and that the signature is binding upon the firm or corporation.

20-8 RESPONSIVE AND RESPONSIBLE BIDDER. A responsive bid conforms to all significant terms and conditions contained in the Sponsor's invitation for bid. It is the Sponsor's responsibility to decide if the exceptions taken by a bidder to the solicitation are material or not and the extent of deviation it is willing to accept.

A responsible bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 49 CFR § 18.36(b)(8). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

20-9 IRREGULAR PROPOSALS. Proposals shall be considered irregular for the following reasons:

- a. If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.
- b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.
- c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.
- d. If the proposal contains unit prices that are obviously unbalanced.

- e. If the proposal is not accompanied by the proposal guaranty specified by the Owner.

The Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

20-10 BID GUARANTEE. Each separate proposal shall be accompanied by a ~~certified~~ *cashier's* check, or other specified acceptable collateral, in the amount specified in the proposal form. Such check, or collateral, shall be made payable to the Owner.

20-11 DELIVERY OF PROPOSAL. Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement or as modified by Addendum before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the bidder unopened.

20-12 WITHDRAWAL OR REVISION OF PROPOSALS. A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner in writing or by fax or email before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

20-13 PUBLIC OPENING OF PROPOSALS. Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.

20-14 DISQUALIFICATION OF BIDDERS. A bidder shall be considered disqualified for any of the following reasons:

- a. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.

- b. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.

- c. If the bidder is considered to be in "default" for any reason specified in the subsection 20-04 titled ISSUANCE OF PROPOSAL FORMS of this section.

END OF SECTION 20

SECTION 30 AWARD AND EXECUTION OF CONTRACT

30-1 CONSIDERATION OF PROPOSALS. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit price written in words shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:

a. If the proposal is irregular as specified in the subsection 20-09 titled IRREGULAR PROPOSALS of Section 20.

b. If the bidder is disqualified for any of the reasons specified in the subsection 20-14 titled DISQUALIFICATION OF BIDDERS of Section 20.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

30-2 AWARD OF CONTRACT. The award of a contract, if it is to be awarded, shall be made ~~within [] calendar days of the date specified for publicly opening proposals at the time referenced in the Advertisement and the Proposal,~~ unless otherwise specified herein.

Award of the contract shall be made by the Owner to the lowest, qualified bidder whose proposal conforms to the cited requirements of the Owner.

30-3 CANCELLATION OF AWARD. The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with the subsection 30-07 titled APPROVAL OF CONTRACT of this section.

30-4 RETURN OF PROPOSAL GUARANTY. All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the subsection 30-01 titled CONSIDERATION OF PROPOSALS of this section. Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in the subsection 30-05 titled REQUIREMENTS OF CONTRACT BONDS of this section.

30-5 REQUIREMENTS OF CONTRACT BONDS. At the time of the execution of the contract, the successful bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

30-6 EXECUTION OF CONTRACT. The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to the Owner, along with the fully executed surety bond or bonds specified in the subsection 30-05 titled REQUIREMENTS OF CONTRACT BONDS of this section, ~~within the time specified in the proposal. 15 calendar days from the date mailed or otherwise delivered to the successful bidder.~~

30-7 APPROVAL OF CONTRACT. Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract.

30-8 FAILURE TO EXECUTE CONTRACT. Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the ~~15-calendar-day~~ period specified in the subsection 30-06 titled EXECUTION OF CONTRACT of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidation of damages to the Owner.

END OF SECTION 30

SECTION 40 SCOPE OF WORK

40-1 INTENT OF CONTRACT. The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

40-2 ALTERATION OF WORK AND QUANTITIES. The Owner reserves and shall have the right to make such alterations in the work as may be necessary or desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the Engineer shall be and is hereby authorized to make such alterations in the work as may increase or decrease the originally awarded contract quantities, provided that the aggregate of such alterations does not change the total contract cost or the total cost of any major contract item by more than 25% (total cost being based on the unit prices and estimated quantities in the awarded contract). Alterations that do not exceed the 25% limitation shall not invalidate the contract nor release the surety, and the Contractor agrees to accept payment for such alterations as if the altered work had been a part of the original contract. These alterations that are for work within the general scope of the contract shall be covered by "Change Orders" issued by the Engineer. Change orders for altered work shall include extensions of contract time where, in the Engineer's opinion, such extensions are commensurate with the amount and difficulty of added work.

Should the aggregate amount of altered work exceed the 25% limitation hereinbefore specified, such excess altered work shall be covered by supplemental agreement. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

Supplemental agreements shall be approved by the FAA and shall include all applicable Federal contract provisions for procurement and contracting required under AIP. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds.

40-3 OMITTED ITEMS. The Engineer may, in the Owner's best interest, omit from the work any contract item, except major contract items. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item.

Payment for work performed shall be in accordance with the subsection 90-04 titled PAYMENT FOR OMITTED ITEMS of Section 90.

40-4 EXTRA WORK. Should acceptable completion of the contract require the Contractor to perform an item of work for which no basis of payment has been provided in the original contract or previously issued change orders or supplemental agreements, the same shall be called "Extra Work". Extra Work that is within the general scope of the contract shall be covered by written change order. Change orders for such Extra Work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the Engineer's opinion, is necessary for completion of such Extra Work.

When determined by the Engineer to be in the Owner's best interest, the Engineer may order the Contractor to proceed with Extra Work as provided in the subsection 90-05 titled PAYMENT FOR EXTRA WORK of Section 90. Extra Work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract shall be covered by a Supplemental Agreement as defined in the subsection 10-48 titled SUPPLEMENTAL AGREEMENT of Section 10.

Any claim for payment of Extra Work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

40-5 MAINTENANCE OF TRAFFIC. It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration.

a. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to his or her own operations and the operations of all subcontractors as specified in the subsection 80-04 titled LIMITATION OF OPERATIONS of Section 80. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in the subsection 70-15 titled CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS in Section 70.

b. With respect to his or her own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire- rescue equipment, or maintenance vehicles at the airport.

c. When the contract requires the maintenance of vehicular traffic on an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep such road, street, or highway open to all traffic and shall provide such maintenance as may be required to accommodate traffic. The Contractor shall be responsible for the repair of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (<http://mutcd.fhwa.dot.gov/>), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.

40-6 REMOVAL OF EXISTING STRUCTURES. All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Engineer shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the Engineer in accordance with the provisions of the contract.

Except as provided in the subsection 40-07 titled RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK of this section, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

40-7 RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK. Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be either embankment or waste, the Contractor may at his or her option either:

a. Use such material in another contract item, providing such use is approved by the Engineer and is in conformance with the contract specifications applicable to such use; or,

- b. Remove such material from the site, upon written approval of the Engineer; or
- c. Use such material for the Contractor's own temporary construction on site; or,
- d. Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option a., b., or c., the Contractor shall request the Engineer's approval in advance of such use.

Should the Engineer approve the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at his or her own expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for use of such material used in the work or removed from the site.

Should the Engineer approve the Contractor's exercise of option a., the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of his or her exercise of option a., b., or c.

The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

40-8 FINAL CLEANUP. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. The Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of such property Owner.

END OF SECTION 40

SECTION 50 CONTROL OF WORK

50-1 AUTHORITY OF THE ENGINEER. The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, and as to the manner of performance and rate of progress of the work. The Engineer shall decide all questions that may arise as to the interpretation of the specifications or plans relating to the work. The Engineer shall determine the amount and quality of the several kinds of work performed and materials furnished which are to be paid for the under contract.

The Engineer does not have the authority to accept pavements that do not conform to FAA specification requirements.

50-2 CONFORMITY WITH PLANS AND SPECIFICATIONS. All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross-sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans or specifications.

If the Engineer finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications but that the portion of the work affected will, in his or her opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the Engineer will advise the Owner of his or her determination that the affected work be accepted and remain in place. In this event, the Engineer will document the determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. The Engineer's determination and recommended contract price adjustments will be based on sound engineering judgment and such tests or retests of the affected work as are, in the Engineer's opinion, needed. Changes in the contract price shall be covered by contract change order or supplemental agreement as applicable.

If the Engineer finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the Engineer's written orders.

For the purpose of this subsection, the term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the Engineer's responsibility to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's execution of the work, when, in the Engineer's opinion, such compliance is essential to provide an acceptable finished portion of the work.

For the purpose of this subsection, the term "reasonably close conformity" is also intended to provide the Engineer with the authority, after consultation with the FAA, to use sound engineering judgment in his or her determinations as to acceptance of work that is not in strict conformity, but will provide a finished product equal to or better than that intended by the requirements of the contract, plans and specifications.

The Engineer will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.

50-3 COORDINATION OF CONTRACT, PLANS, AND SPECIFICATIONS. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited advisory circulars (ACs);

contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If the Contractor discovers any apparent discrepancy within standard test methods, the Contractor shall immediately ask the Engineer for an interpretation and decision, and such decision shall be final.

50-4 COOPERATION OF CONTRACTOR. The Contractor will be supplied with three copies each of the plans and specifications. The Contractor shall have available on the work at all times one copy each of the plans and specifications. Additional copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and shall cooperate with the Engineer and his or her inspectors and with other contractors in every way possible. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as his or her agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the Engineer or his or her authorized representative.

50-5 COOPERATION BETWEEN CONTRACTORS. The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work so as not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with his or her contract and shall protect and save harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange his or her work and shall place and dispose of the materials being used so as not to interfere with the operations of the other Contractors within the limits of the same project. The Contractor shall join his or her work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

50-6 CONSTRUCTION LAYOUT AND STAKES. The Engineer shall establish horizontal and vertical control only. The Contractor must establish all layout required for the construction of the work. Such stakes and markings as the Engineer may set for either their own or the Contractor's guidance shall be preserved by the Contractor. In case of negligence on the part of the Contractor, or their employees, resulting in the destruction of such stakes or markings, an amount equal to the cost of replacing the same may be deducted from subsequent estimates due the Contractor at the discretion of the Engineer.

The Contractor will be required to furnish all lines, grades and measurements from the control points necessary for the proper execution and control of the work contracted for under these specifications.

The Contractor must give copies of survey notes to the Engineer for each area of construction and for each placement of material as specified to allow the Engineer to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material specifications. All surveys must be provided to the Engineer prior to commencing work items that will cover or disturb the survey staking as set by the Contractor's surveyor. Survey(s) and notes shall be provided in the following format(s): MS Excel and Microstation DTM. In the case of error, on the part of the Contractor, their surveyor, employees or subcontractors, resulting in established grades, alignment or grade tolerances that do not concur with

those specified or shown on the plans, the Contractor is solely responsible for correction, removal, replacement and all associated costs at no additional cost to the Owner.

No direct payment will be made, unless otherwise specified in contract documents, for this labor, materials, or other expenses. The cost shall be included in the price of the bid for the various items of the Contract.

Construction Staking and Layout includes but is not limited to:

- a. Clearing and Grubbing perimeter staking
- b. Rough Grade slope stakes at 100-foot (30-m) stations
- c. Drainage Swales slope stakes and flow line blue tops at 50-foot (15-m) stations

Subgrade blue tops at 25-foot (7.5-m) stations and 25-foot (7.5-m) offset distance (maximum) for the following section locations:

- a. Runway – minimum five (5) per station
- b. Taxiways – minimum three (3) per station
- c. Holding apron areas – minimum three (3) per station
- d. Roadways – minimum three (3) per station

Base Course blue tops at 25-foot (7.5-m) stations and 25-foot (7.5-m) offset distance (maximum) for the following section locations:

- a. Runway – minimum five (5) per station
- b. Taxiways – minimum three (3) per station
- c. Holding apron areas – minimum three (3) per station

Pavement areas:

- a. Edge of Pavement hubs and tacks (for stringline by Contractor) at 100-foot (30-m) stations.
- b. Between Lifts at 25-foot (7.5-m) stations for the following section locations:
 - (1) Runways – each paving lane width
 - (2) Taxiways – each paving lane width
 - (3) Holding areas – each paving lane width
- c. After finish paving operations at 50-foot (15-m) stations:
 - (1) All paved areas – Edge of each paving lane prior to next paving lot
- d. Shoulder and safety area blue tops at 50-foot (15-m) stations and at all break points with maximum of 50-foot (15-m) offsets.
- e. Fence lines at 100-foot (30-m) stations minimum.
- f. Electrical and Communications System locations, lines and grades including but not limited to duct runs, connections, fixtures, signs, lights, Visual Approach Slope Indicators (VASIs), Precision Approach Path Indicators (PAPIs), Runway End Identifier Lighting (REIL), Wind Cones, Distance Markers (signs), pull

boxes and manholes.

g. Drain lines, cut stakes and alignment on 25-foot (7.5-m) stations, inlet and manholes.

h. Painting and Striping layout (pinned with 1.5 inch PK nails) marked for paint Contractor. (All nails shall be removed after painting).

i. Laser, or other automatic control devices, shall be checked with temporary control point or grade hub at a minimum of once per 400 feet (120 m) per pass (that is, paving lane).

The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor.

Controls and stakes disturbed or suspect of having been disturbed shall be checked and/or reset as directed by the Engineer without additional cost to the Owner.

50-7 AUTOMATICALLY CONTROLLED EQUIPMENT. Whenever batching or mixing plant equipment is required to be operated automatically under the contract and a breakdown or malfunction of the automatic controls occurs, the equipment may be operated manually or by other methods for a period 48 hours following the breakdown or malfunction, provided this method of operations will produce results which conform to all other requirements of the contract.

50-8 AUTHORITY AND DUTIES OF INSPECTORS. Inspectors shall be authorized to inspect all work done and all material furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. Inspectors are not authorized to revoke, alter, or waive any provision of the contract. Inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

Inspectors are authorized to notify the Contractor or his or her representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the Engineer for a decision.

50-9 INSPECTION OF THE WORK. All materials and each part or detail of the work shall be subject to inspection. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the Engineer requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Any work done or materials used without supervision or inspection by an authorized representative of the Owner may be ordered removed and replaced at the Contractor's expense unless the Owner's representative failed to inspect after having been given reasonable notice in writing that the work was to be performed.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of the Owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

50-10 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK. All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the Engineer as provided in the subsection 50-02 titled CONFORMITY WITH PLANS AND SPECIFICATIONS of this section.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of the subsection 70-14 titled CONTRACTOR'S RESPONSIBILITY FOR WORK of Section 70.

No removal work made under provision of this subsection shall be done without lines and grades having been established by the Engineer. Work done contrary to the instructions of the Engineer, work done beyond the lines shown on the plans or as established by the Engineer, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply with any order of the Engineer made under the provisions of this subsection, the Engineer will have authority to cause unacceptable work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the costs incurred by the Owner from any monies due or to become due the Contractor.

50-11 LOAD RESTRICTIONS. The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor shall be responsible for all damage done by his or her hauling equipment and shall correct such damage at his or her own expense.

50-12 MAINTENANCE DURING CONSTRUCTION. The Contractor shall maintain the work during construction and until the work is accepted. Maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

50-13 FAILURE TO MAINTAIN THE WORK. Should the Contractor at any time fail to maintain the work as provided in the subsection 50-12 titled MAINTENANCE DURING CONSTRUCTION of this section, the Engineer shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the Engineer's notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be deducted from monies due or to become due the Contractor.

50-14 PARTIAL ACCEPTANCE. If at any time during the execution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, the Contractor may request the Engineer to make final inspection of that unit. If the Engineer finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, the Engineer may accept it as being complete, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

50-15 FINAL ACCEPTANCE. Upon due notice from the Contractor of presumptive completion of the entire project, the Engineer and Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be complete in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The Engineer shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the Engineer will give the Contractor the necessary instructions for correction of same and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the Engineer will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

50-16 CLAIMS FOR ADJUSTMENT AND DISPUTES. If for any reason the Contractor deems that additional compensation is due for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, the Contractor shall notify the Engineer in writing of his or her intention to claim such additional compensation before the Contractor begins the work on which the Contractor bases the claim. If such notification is not given or the Engineer is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Engineer has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit a written claim to the Engineer who will present it to the Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

END OF SECTION 50

SECTION 60 CONTROL OF MATERIALS

60-1 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS. The materials used in the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish complete statements to the Engineer as to the origin, composition, and manufacture of all materials to be used in the work. Such statements shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the Engineer's option, materials may be approved at the source of supply before delivery is stated. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

The Contractor shall furnish airport lighting equipment that conforms to the requirements of cited materials specifications. In addition, where an FAA specification for airport lighting equipment is cited in the plans or specifications, the Contractor shall furnish such equipment that is:

- a. Listed in advisory circular (AC) 150/5345-53, Airport Lighting Equipment Certification Program, and Addendum that is in effect on the date of advertisement; and,
- b. Produced by the manufacturer as listed in the Addendum cited above for the certified equipment part number.

~~The following airport lighting equipment is required for this contract and is to be furnished by the Contractor in accordance with the requirements of this subsection: []:~~

60-2 SAMPLES, TESTS, AND CITED SPECIFICATIONS. Unless otherwise designated, all materials used in the work shall be inspected, tested, and approved by the Engineer before incorporation in the work. Any work in which untested materials are used without approval or written permission of the Engineer shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the Engineer, shall be removed at the Contractor's expense.

Unless otherwise designated, quality assurance tests in accordance with the cited standard methods of ASTM, American Association of State Highway and Transportation Officials (AASHTO), Federal Specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids, will be made by and at the expense of the Engineer.

The testing organizations performing on-site quality assurance field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel, including the Contractor's representative at his or her request. Unless otherwise designated, samples for quality assurance will be taken by a qualified representative of the Engineer. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at their request after review and approval of the Engineer.

The Contractor shall employ a testing organization to perform all Contractor required Quality Control tests. The Contractor shall submit to the Engineer resumes on all testing organizations and individual persons who will be performing the tests. The Engineer will determine if such persons are qualified. All the test data shall be reported to the Engineer after the results are known. A legible, handwritten copy of all test data shall be given to the Engineer daily, along with printed reports, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, the Contractor shall submit a final report to the Engineer showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

60-3 CERTIFICATION OF COMPLIANCE. The Engineer may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's certificates of compliance stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the Engineer.

When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "brand name," the Contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

- a. Conformance to the specified performance, testing, quality or dimensional requirements; and,
- b. Suitability of the material or assembly for the use intended in the contract work.

Should the Contractor propose to furnish an "or equal" material or assembly, the Contractor shall furnish the manufacturer's certificates of compliance as hereinbefore described for the specified brand name material or assembly. However, the Engineer shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

The Engineer reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

60-4 PLANT INSPECTION. The Engineer or his or her authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for acceptance of the material or assembly.

Should the Engineer conduct plant inspections, the following conditions shall exist:

- a. The Engineer shall have the cooperation and assistance of the Contractor and the producer with whom the Engineer has contracted for materials.
- b. The Engineer shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.
- c. If required by the Engineer, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Office or working space should be conveniently located with respect to the plant.

It is understood and agreed that the Owner shall have the right to retest any material that has been tested and approved at the source of supply after it has been delivered to the site. The Engineer shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

60-5 ENGINEER'S FIELD OFFICE. The Contractor shall furnish for the duration of the project one building for the use of the field Engineers and inspectors, as a field office *as required within these specifications*.

60-6 STORAGE OF MATERIALS. Materials shall be so stored as to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the Engineer. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the Engineer. Private property shall not be used for storage purposes without written permission of the Owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the Engineer a copy of the property Owner's permission.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at his or her entire expense, except as otherwise agreed to (in writing) by the Owner or lessee of the property.

60-7 UNACCEPTABLE MATERIALS. Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the Engineer.

Rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the Engineer has approved its use in the work.

60-8 OWNER FURNISHED MATERIALS. The Contractor shall furnish all materials required to complete the work, except those specified, if any, to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified.

All costs of handling, transportation from the specified location to the site of work, storage, and installing Owner-furnished materials shall be included in the unit price bid for the contract item in which such Owner-furnished material is used.

After any Owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling, storage, or use of such Owner-furnished material. The Owner will deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage, or use of Owner-furnished materials.

END OF SECTION 60

SECTION 70
LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

70-1 LAWS TO BE OBSERVED. The Contractor shall keep fully informed of all Federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all his or her officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees.

70-2 PERMITS, LICENSES, AND TAXES. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work. *All required City permits shall be obtained by the Contractor, however fees associated with City issued permits will be waived.*

70-3 PATENTED DEVICES, MATERIALS, AND PROCESSES. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. The Contractor and the surety shall indemnify and hold harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the work.

70-4 RESTORATION OF SURFACES DISTURBED BY OTHERS. The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) is indicated as follows:

Owner
Fayetteville – Drake Field
FAA

Person to Contact (Phone Number)
Johnny Roscoe (479) 718-7642
Sean Stephens (479) 649-2410

Except as listed above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the Engineer.

Should the Owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such Owners by arranging and performing the work in this contract to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the Engineer, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

70-5 FEDERAL AID PARTICIPATION. For Airport Improvement Program (AIP) contracts, the United States Government has agreed to reimburse the Owner for some portion of the contract costs. Such reimbursement is made from time to time upon the Owner's request to the FAA. In consideration of the United States Government's (FAA's) agreement with the Owner, the Owner has included provisions in this contract pursuant to the requirements of Title 49 of the USC and the Rules and Regulations of the FAA that pertain to the work.

As required by the USC, the contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator, and is further subject to those provisions of the rules and regulations that are cited in the contract, plans, or specifications.

No requirement of the USC, the rules and regulations implementing the USC, or this contract shall be construed as making the Federal Government a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

70-6 SANITARY, HEALTH, AND SAFETY PROVISIONS. The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his or her employees as may be necessary to comply with the requirements of the state and local Board of Health, or of other bodies or tribunals having jurisdiction.

Attention is directed to Federal, state, and local laws, rules and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous to his or her health or safety.

70-7 PUBLIC CONVENIENCE AND SAFETY. The Contractor shall control his or her operations and those of his or her subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to his or her own operations and those of his or her subcontractors and all suppliers in accordance with the subsection 40-05 titled MAINTENANCE OF TRAFFIC of Section 40 hereinbefore specified and shall limit such operations for the convenience and safety of the traveling public as specified in the subsection 80-04 titled LIMITATION OF OPERATIONS of Section 80 hereinafter.

70-8 BARRICADES, WARNING SIGNS, AND HAZARD MARKINGS. The Contractor shall furnish, erect, and maintain all barricades, warning signs, and markings for hazards necessary to protect the public and the work. When used during periods of darkness, such barricades, warning signs, and hazard markings shall be suitably illuminated. Unless otherwise specified, barricades, warning signs, and markings for hazards that are in the air operations area (AOAs) shall be a maximum of 18 inches high. Unless otherwise specified, barricades shall be spaced *as detailed in the Construction Safety and Phasing Plan* not more than 4 feet apart. Barricades, warning signs, and markings shall be paid for under subsection 40-05.

For vehicular and pedestrian traffic, the Contractor shall furnish, erect, and maintain barricades, warning signs, lights and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices.

When the work requires closing an air operations area of the airport or portion of such area, the Contractor shall furnish, erect, and maintain temporary markings and associated lighting conforming to the requirements of advisory circular (AC) 150/5340-1, Standards for Airport Markings.

The Contractor shall furnish, erect, and maintain markings and associated lighting of open trenches, excavations, temporary stock piles, and the Contractor's parked construction equipment that may be hazardous to the operation of emergency fire-rescue or maintenance vehicles on the airport in reasonable conformance to AC 150/5370-2, Operational Safety on Airports During Construction.

The Contractor shall identify each motorized vehicle or piece of construction equipment in reasonable conformance to AC 150/5370-2.

The Contractor shall furnish and erect all barricades, warning signs, and markings for hazards prior to commencing work that requires such erection and shall maintain the barricades, warning signs, and markings for hazards until their removal is directed by the Engineer.

Open-flame type lights shall not be permitted.

70-9 USE OF EXPLOSIVES. When the use of explosives is necessary for the execution of the work, the Contractor shall exercise the utmost care not to endanger life or property, including new work. The Contractor shall be responsible for all damage resulting from the use of explosives.

All explosives shall be stored in a secure manner in compliance with all laws and ordinances, and all such storage places shall be clearly marked. Where no local laws or ordinances apply, storage shall be provided satisfactory to the Engineer and, in general, not closer than 1,000 feet (300 m) from the work or from any building, road, or other place of human occupancy.

The Contractor shall notify each property Owner and public utility company having structures or facilities in proximity to the site of the work of his or her intention to use explosives. Such notice shall be given sufficiently in advance to enable them to take such steps as they may deem necessary to protect their property from injury.

The use of electrical blasting caps shall not be permitted on or within 1,000 feet (300 m) of the airport property.

70-10 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE. The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the execution of the work, resulting from any act, omission, neglect, or misconduct in manner or method of executing the work, or at any time due to defective work or materials, and said responsibility shall not be released until the project has been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, the Contractor shall restore, at his or her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

70-11 RESPONSIBILITY FOR DAMAGE CLAIMS. The Contractor shall indemnify and save harmless the Engineer and the Owner and their officers, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of his or her contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, his or her surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

70-12 THIRD PARTY BENEFICIARY CLAUSE. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create for the public or any member thereof, a third party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

70-13 OPENING SECTIONS OF THE WORK TO TRAFFIC. Should it be necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such "phasing" of the work shall be specified herein and indicated on the plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified. The Contractor shall make his or her own estimate of the difficulties involved in arranging the work to permit such beneficial occupancy by the Owner as described in the *Construction Safety and Phasing Plan*. below:

Upon completion of any portion of the work listed above, such portion shall be accepted by the Owner in accordance with the subsection 50-14 titled PARTIAL ACCEPTANCE of Section 50.

No portion of the work may be opened by the Contractor for public use until ordered by the Engineer in writing. Should it become necessary to open a portion of the work to public traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the Engineer, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at his or her expense.

The Contractor shall make his or her own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

Contractor shall be required to conform to safety standards contained AC 150/5370-2 (see Special Provisions).

Contractor shall refer to the approved Construction Safety Phasing Plan (CSPP) to identify barricade requirements and other safety requirements prior to opening up sections of work to traffic.

70-14 CONTRACTOR'S RESPONSIBILITY FOR WORK. Until the Engineer's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with the subsection 50-14 titled PARTIAL ACCEPTANCE of Section 50, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the

work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at his or her expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seeding, and sodding furnished under the contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

70-15 CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS. As provided in the subsection 70-04 titled RESTORATION OF SURFACES DISTURBED BY OTHERS of this section, the Contractor shall cooperate with the Owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and the Owners are indicated as *shown in Section 70-04. follows:*

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of the responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the Owners of all utility services or other facilities of his or her plan of operations. Such notification shall be in writing addressed to THE PERSON TO CONTACT as provided in this subsection and subsection 70- 04 titled RESTORATION OF SURFACES DISTURBED BY OTHERS of this section. A copy of each notification shall be given to the Engineer.

In addition to the general written notification provided, it shall be the responsibility of the Contractor to keep such individual Owners advised of changes in their plan of operations that would affect such Owners.

Prior to beginning the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such Owner of their plan of operation. If, in the Contractor's opinion, the Owner's assistance is needed to locate the utility service or facility or the presence of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's PERSON TO CONTACT no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the Engineer.

The Contractor's failure to give the two days' notice shall be cause for the Owner to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use hand excavation methods within 3 feet (1 m) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, the Contractor shall immediately notify the proper authority and the Engineer and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the Engineer continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to their operations whether due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or his or her surety.

70-15.1 FAA FACILITIES AND CABLE RUNS. The Contractor is hereby advised that the construction limits of the project include existing facilities and buried cable runs that are owned, operated and maintained by the FAA. The Contractor, during the execution of the project work, shall comply with the following:

a. The Contractor shall permit FAA maintenance personnel the right of access to the project work site for purposes of inspecting and maintaining all existing FAA owned facilities.

b. The Contractor shall provide notice to the FAA Air Traffic Organization (ATO)/Technical Operations/System Support Center (SSC) Point-of-Contact through the airport Owner a minimum of seven (7) calendar days prior to commencement of construction activities in order to permit sufficient time to locate and mark existing buried cables and to schedule any required facility outages.

c. If execution of the project work requires a facility outage, the Contractor shall contact the FAA Point-of-Contact a minimum of 72 hours prior to the time of the required outage.

d. Any damage to FAA cables, access roads, or FAA facilities during construction caused by the Contractor's equipment or personnel whether by negligence or accident will require the Contractor to repair or replace the damaged cables, access road, or FAA facilities to FAA requirements. The Contractor shall not bear the cost to repair damage to underground facilities or utilities improperly located by the FAA.

e. If the project work requires the cutting or splicing of FAA owned cables, the FAA Point-of-Contact shall be contacted a minimum of 72 hours prior to the time the cable work commences. The FAA reserves the right to have a FAA representative on site to observe the splicing of the cables as a condition of acceptance. All cable splices are to be accomplished in accordance with FAA specifications and require approval by the FAA Point-of-Contact as a condition of acceptance by the Owner. The Contractor is hereby advised that FAA restricts the location of where splices may be installed. If a cable splice is required in a location that is not permitted by FAA, the Contractor shall furnish and install a sufficient length of new cable that eliminates the need for any splice.

70-16 FURNISHING RIGHTS-OF-WAY. The Owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the Contractor's operations.

70-17 PERSONAL LIABILITY OF PUBLIC OFFICIALS. In carrying out any of the contract provisions or in exercising any power or authority granted by this contract, there shall be no liability upon the Engineer, his or her authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

70-18 NO WAIVER OF LEGAL RIGHTS. Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or his or her surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill his or her obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

70-19 ENVIRONMENTAL PROTECTION. The Contractor shall comply with all Federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, bitumens, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

70-20 ARCHAEOLOGICAL AND HISTORICAL FINDINGS. Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during his or her operations, any building, part of a building, structure, or object that is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the Engineer. The Engineer will immediately investigate the Contractor's finding and the Owner will direct the Contractor to either resume operations or to suspend operations as directed.

Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in the subsection 40-04 titled EXTRA WORK of Section 40 and the subsection 90-05 titled PAYMENT FOR EXTRA WORK of Section 90. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with the subsection 80-07 titled DETERMINATION AND EXTENSION OF CONTRACT TIME of Section 80.

END OF SECTION 70

SECTION 80 EXECUTION AND PROGRESS

80-1 SUBLETTING OF CONTRACT. The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Engineer.

The Contractor shall provide copies of all subcontracts to the Engineer. The Contractor shall perform, with his organization, an amount of work equal to at least 25 percent of the total contract cost.

Should the Contractor elect to assign his or her contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner.

80-2 NOTICE TO PROCEED. The notice to proceed shall state the date on which it is expected the Contractor will begin the construction and from which date contract time will be charged. The Contractor shall begin the work to be performed under the contract within *the timeframe set forth in the proposal* ~~40 days of the date set by the Engineer in the written notice to proceed~~, but in any event, the Contractor shall notify the Engineer at least 24 hours in advance of the time actual construction operations will begin. The Contractor shall not commence any actual construction prior to the date on which the notice to proceed is issued by the Owner.

80-3 EXECUTION AND PROGRESS. Unless otherwise specified, the Contractor shall submit their progress schedule for the Engineer's approval *before the preconstruction meeting* ~~within 10 days after the effective date of the notice to proceed~~. The Contractor's progress schedule, when approved by the Engineer, may be used to establish major construction operations and to check on the progress of the work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Engineer's request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the work be discontinued for any reason, the Contractor shall notify the Engineer at least 24 hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the notice to proceed is issued by the Owner.

80-4 LIMITATION OF OPERATIONS. The Contractor shall control his or her operations and the operations of his or her subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

When the work requires the Contractor to conduct his or her operations within an AOA of the airport, the work shall be coordinated with airport operations (through the Engineer) at least 48 hours prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the Engineer and until the necessary temporary marking and associated lighting is in place as provided in the subsection 70-08 titled BARRICADES, WARNING SIGNS, AND HAZARD MARKINGS of Section 70.

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until the satisfactory conditions are provided. ~~The following AOA cannot be closed to operating aircraft to permit the Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently as follows:~~

Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction (see Special Provisions).

80-04.1 OPERATIONAL SAFETY ON AIRPORT DURING CONSTRUCTION. All Contractors' operations shall be conducted in accordance with the project Construction Safety and Phasing Plan (CSPP) and the provisions set forth within the current version of AC 150/5370-2. The CSPP included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a Safety Plan Compliance Document that details how it proposes to comply with the requirements presented within the CSPP.

The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks to assure compliance with the safety plan measures.

The Contractor is responsible to the Owner for the conduct of all subcontractors it employs on the project. The Contractor shall assure that all subcontractors are made aware of the requirements of the CSPP and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved CSPP unless approved in writing by the Owner or Engineer.

80-5 CHARACTER OF WORKERS, METHODS, AND EQUIPMENT. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the Engineer, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Engineer, be removed forthwith by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the Engineer.

Should the Contractor fail to remove such persons or person, or fail to furnish suitable and sufficient personnel for the proper execution of the work, the Engineer may suspend the work by written notice until compliance with such orders.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall be such that no injury to previously completed work, adjacent property, or existing airport facilities will result from its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Engineer. If the Contractor desires to use a method or type of equipment other than specified in the contract, the Contractor may request authority from the Engineer to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the Engineer determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the Engineer may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this subsection.

80-6 TEMPORARY SUSPENSION OF THE WORK. The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods as the Owner may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the execution of the work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the Engineer's order to suspend work to the effective date of the Engineer's order to resume the work. Claims for such compensation shall be filed with the Engineer within the time period stated in the Engineer's order to resume work. The Contractor shall submit with his or her claim information substantiating the amount shown on the claim. The Engineer will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather, for suspensions made at the request of the Owner, or for any other delay provided for in the contract, plans, or specifications.

If it should become necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. The Contractor shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

80-7 DETERMINATION AND EXTENSION OF CONTRACT TIME. The number of calendar or working days allowed for completion of the work shall be stated in the proposal and contract and shall be known as the CONTRACT TIME.

Should the contract time require extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

a. CONTRACT TIME based on WORKING DAYS shall be calculated weekly by the Engineer. The Engineer will furnish the Contractor a copy of his or her weekly statement of the number of working days charged against the contract time during the week and the number of working days currently specified for completion of the contract (the original contract time plus the number of working days, if any, that have been included in approved CHANGE ORDERS or SUPPLEMENTAL AGREEMENTS covering EXTRA WORK).

The Engineer shall base his or her weekly statement of contract time charged on the following considerations:

(1) No time shall be charged for days on which the Contractor is unable to proceed with the principal item of work under construction at the time for at least six (6) hours with the normal work force employed on such principal item. Should the normal work force be on a double-shift, 12 hours shall be used. Should the normal work force be on a triple-shift, 18 hours shall apply. Conditions beyond the Contractor's control such as strikes, lockouts, unusual delays in transportation, temporary suspension of the principal item of work under construction or temporary suspension of the entire work which have been ordered by the Owner for reasons not the fault of the Contractor, shall not be charged against the contract time.

(2) The Engineer will not make charges against the contract time prior to the effective date of the notice to proceed.

(3) The Engineer will begin charges against the contract time on the first working day after the effective date of the notice to proceed.

(4) The Engineer will not make charges against the contract time after the date of final acceptance as defined in the subsection 50-15 titled FINAL ACCEPTANCE of Section 50.

(5) The Contractor will be allowed one (1) week in which to file a written protest setting forth his or her objections to the Engineer's weekly statement. If no objection is filed within such specified time, the weekly statement shall be considered as acceptable to the Contractor.

The contract time (stated in the proposal) is based on the originally estimated quantities as described in the subsection 20-05 titled INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES of Section 20. Should the satisfactory completion of the contract require performance of work in greater quantities than those estimated in the proposal, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in contract time shall not consider either the cost of work or the extension of contract time that has been covered by change order or supplemental agreement and shall be made at the time of final payment.

b. Contract Time based on calendar days shall consist of the number of calendar days stated in the contract counting from the effective date of the notice to proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal.

Such increase in the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

c. When the contract time is a specified completion date, it shall be the date on which all contract work shall be substantially complete.

If the Contractor finds it impossible for reasons beyond his or her control to complete the work within the contract time as specified, or as extended in accordance with the provisions of this subsection, the Contractor may, at any time prior to the expiration of the contract time as extended, make a written request to the Owner for an extension of time setting forth the reasons which the Contractor believes will justify the granting of his or her request. Requests for extension of time on calendar day projects, caused by inclement weather, shall be supported with National Weather Bureau data showing the actual amount of inclement weather exceeded what could normally be expected during the contract period, *as detailed in the Special Provisions*. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the supporting documentation justify the work was delayed because of conditions beyond the control and without the fault of the Contractor, the Owner may extend the time for completion by a change order that adjusts the contract time or completion date. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

80-8 FAILURE TO COMPLETE ON TIME. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in the subsection 80-07 titled DETERMINATION AND EXTENSION OF CONTRACT TIME of this Section) the sum specified in the contract and proposal as liquidated damages will be deducted from any money due or to become due the Contractor or his or her surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

~~The maximum construction time allowed for Schedules [] will be the sum of the time allowed for individual schedules but not more than [] days. Construction time shall be as included in the Proposal and Contract.~~ Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract.

80-9 DEFAULT AND TERMINATION OF CONTRACT. The Contractor shall be considered in default of his or her contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons if the Contractor:

- a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or
- b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or
- c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- d. Discontinues the execution of the work, or
- e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- g. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or
- h. Makes an assignment for the benefit of creditors, or
- i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Engineer consider the Contractor in default of the contract for any reason above, the Engineer shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the Engineer of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the Engineer will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

80-10 TERMINATION FOR NATIONAL EMERGENCIES. The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Engineer.

Termination of the contract or a portion thereof shall neither relieve the Contractor of his or her responsibilities for the completed work nor shall it relieve his or her surety of its obligation for and concerning any just claim arising out of the work performed.

80-11 WORK AREA, STORAGE AREA AND SEQUENCE OF OPERATIONS. The Contractor shall obtain approval from the Engineer prior to beginning any work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate his or her work in such a manner as to ensure safety and a minimum of hindrance to flight operations. All Contractor equipment and material stockpiles shall be stored a minimum of [] feet from the centerline of an active runway. No equipment will be allowed to park within the approach area of an active runway at any time. No equipment shall be within [] feet of an active runway at any time.

END OF SECTION 80

SECTION 90 MEASUREMENT AND PAYMENT

90-1 MEASUREMENT OF QUANTITIES. All work completed under the contract will be measured by the Engineer, or his or her authorized representatives, using United States Customary Units of Measurement or the International System of Units.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet (0.8 square meters) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the Engineer.

Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions. Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

In computing volumes of excavation the average end area method or other acceptable methods will be used.

The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.

The term "ton" will mean the short ton consisting of 2,000 lb (907 kg) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, approved scales by competent, qualified personnel at locations designed by the Engineer. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the Engineer directs, and each truck shall bear a plainly legible identification mark.

Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.

When requested by the Contractor and approved by the Engineer in writing, material specified to be measured by the cubic yard (cubic meter) may be weighed, and such weights will be converted to cubic yards (cubic meters) for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the Engineer and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

Bituminous materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts or ASTM D633 for tars.

Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when bituminous material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work.

When bituminous materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, may be used for computing quantities.

Cement will be measured by the ton (kg) or hundredweight (km).

Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.

The term "lump sum" when used as an item of payment will mean complete payment for the work described in the contract.

When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered by the Engineer in connection with force account work will be measured as agreed in the change order or supplemental agreement authorizing such force account work as provided in the subsection 90-05 titled PAYMENT FOR EXTRA WORK of this section.

When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.

Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales.

Scales shall be accurate within 1/2% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the inspector before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed one-tenth of 1% of the nominal rated capacity of the scale, but not less than 1 pound (454 grams). The use of spring balances will not be permitted.

Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the inspector can safely and conveniently view them.

Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment.

Scales must be tested for accuracy and serviced before use at a new site. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.

Scales "overweighing" (indicating more than correct weight) will not be permitted to operate, and all materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of one-half of 1%.

In the event inspection reveals the scales have been underweighing (indicating less than correct weight), they shall be adjusted, and no additional payment to the Contractor will be allowed for materials previously weighed and recorded.

All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.

When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the Engineer. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

90-2 SCOPE OF PAYMENT. The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the execution thereof, subject to the provisions of the subsection 70-18 titled NO WAIVER OF LEGAL RIGHTS of Section 70.

When the "basis of payment" subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

90-3 COMPENSATION FOR ALTERED QUANTITIES. When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in the subsection 40-02 titled ALTERATION OF WORK AND QUANTITIES of Section 40 will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from his or her unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-4 PAYMENT FOR OMITTED ITEMS. As specified in the subsection 40-03 titled OMITTED ITEMS of Section 40, the Engineer shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the Engineer omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the Engineer's order to omit or non-perform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the Engineer's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the Engineer's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

90-5 PAYMENT FOR EXTRA WORK. Extra work, performed in accordance with the subsection 40-04 titled EXTRA WORK of Section 40, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.

90-6 PARTIAL PAYMENTS. Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the Engineer, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with the subsection 90-07 titled PAYMENT FOR MATERIALS ON HAND of this section. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. The Owner must ensure prompt and full payment of retainage from the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

From the total of the amount determined to be payable on a partial payment, 5 percent of such total amount will be deducted and retained by the Owner until the final payment is made, except as may be provided (at the Contractor's option) in the subsection 90-08 titled PAYMENT OF WITHHELD FUNDS of this section. The balance (95 percent) of the amount payable, less all previous payments, shall be certified for payment. Should the Contractor exercise his or her option, as provided in the subsection 90-08 titled PAYMENT OF WITHHELD FUNDS of this section, no such percent retainage shall be deducted.

When at least 95% of the work has been completed, the Engineer shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done.

The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the Engineer to be a part of the final quantity for the item of work in question.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in the subsection 90-09 titled ACCEPTANCE AND FINAL PAYMENT of this section.

The Contractor shall deliver to the Owner a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the Owner may be compelled to pay in discharging any such lien or claim.

90-7 PAYMENT FOR MATERIALS ON HAND. Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

a. The material has been stored or stockpiled in a manner acceptable to the Engineer at or on an approved site.

b. The Contractor has furnished the Engineer with acceptable evidence of the quantity and quality of such stored or stockpiled materials.

c. The Contractor has furnished the Engineer with satisfactory evidence that the material and transportation costs have been paid.

d. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material so stored or stockpiled.

e. The Contractor has furnished the Owner evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of his or her responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this subsection.

90-8 PAYMENT OF WITHHELD FUNDS. At the Contractor's option, if an Owner withholds retainage in accordance with the methods described in subsection 90-06 PARTIAL PAYMENTS, the Contractor may request that the Owner deposit the retainage into an escrow account. The Owner's deposit of retainage into an escrow account is subject to the following conditions:

a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.

b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.

c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.

d. The Contractor shall obtain the written consent of the surety to such agreement.

90-9 ACCEPTANCE AND FINAL PAYMENT. When the contract work has been accepted in accordance with the requirements of the subsection 50-15 titled FINAL ACCEPTANCE of Section 50, the Engineer will prepare the final estimate of the items of work actually performed. The Contractor shall approve the Engineer's final estimate or advise the Engineer of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the Engineer shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the Engineer's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the Engineer's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with the subsection 50-16 titled CLAIMS FOR ADJUSTMENT AND DISPUTES of Section 50.

After the Contractor has approved, or approved under protest, the Engineer's final estimate, and after the Engineer's receipt of the project closeout documentation required in subsection 90-11 Project Closeout, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of the subsection 50-16 titled CLAIMS FOR ADJUSTMENTS AND DISPUTES of Section 50 or under the provisions of this subsection, such claims will be considered by the Owner in accordance with local laws or ordinances.

Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

90-10 CONSTRUCTION WARRANTY.

a. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.

b. This warranty shall continue for a period of one year from the date of final acceptance of the work. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession. However, this will not relieve the Contractor from corrective items required by the final acceptance of the project work.

c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of:

- (1) The Contractor's failure to conform to contract requirements; or
- (2) Any defect of equipment, material, workmanship, or design furnished by the Contractor.

d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

e. The Owner will notify the Contractor, in writing, within 14 days after the discovery of any failure, defect, or damage.

f. If the Contractor fails to remedy any failure, defect, or damage within 30 days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.

h. This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.

90-11 PROJECT CLOSEOUT. Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the Engineer approves the Contractor's final submittal. The Contractor shall:

a. Provide ~~two~~ (2) *one* (1) copy of all manufacturers warranties specified for materials, equipment, and installations.

b. Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.

c. Complete final cleanup in accordance with subsection 40-08, FINAL CLEANUP.

d. Complete all punch list items identified during the Final Inspection.

e. Provide complete release of all claims for labor and material arising out of the Contract.

f. Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the

Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.

- g.** When applicable per state requirements, return copies of sales tax completion forms.
- h.** Manufacturer's certifications for all items incorporated in the work.
- i.** All required record drawings, as-built drawings or as-constructed drawings.
- j.** Project Operation and Maintenance (O&M) Manual.
- k.** ~~Security for Construction Warranty.~~
- l.** Equipment commissioning documentation submitted, if required.

END OF SECTION 90

SECTION 100 CONTRACTOR QUALITY CONTROL PROGRAM

100-1 GENERAL. When the specification requires a Contractor Quality Control Program, the Contractor shall establish, provide, and maintain an effective Quality Control Program that details the methods and procedures that will be taken to assure that all materials and completed construction required by this contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors. Although guidelines are established and certain minimum requirements are specified here and elsewhere in the contract technical specifications, the Contractor shall assume full responsibility for accomplishing the stated purpose.

The intent of this section is to enable the Contractor to establish a necessary level of control that will:

- a. Adequately provide for the production of acceptable quality materials.
- b. Provide sufficient information to assure both the Contractor and the Engineer that the specification requirements can be met.
- c. Allow the Contractor as much latitude as possible to develop his or her own standard of control.

The Contractor shall be prepared to discuss and present, at the preconstruction conference, their understanding of the quality control requirements. The Contractor shall not begin any construction or production of materials to be incorporated into the completed work until the Quality Control Program has been reviewed and accepted by the Engineer. No partial payment will be made for materials subject to specific quality control requirements until the Quality Control Program has been reviewed.

The quality control requirements contained in this section and elsewhere in the contract technical specifications are in addition to and separate from the acceptance testing requirements. Acceptance testing requirements are the responsibility of the Engineer.

Paving projects over \$500,000 shall have a Quality Control (QC)/Quality Assurance (QA) workshop with the Engineer, Contractor, subcontractors, testing laboratories, and Owner's representative and the FAA prior to or at start of construction. The workshop shall address QC and QA requirements of the project specifications. The Contractor shall coordinate with the Airport and the Engineer on time and location of the QC/QA workshop.

100-2 DESCRIPTION OF PROGRAM.

a. **General description.** The Contractor shall establish a Quality Control Program to perform quality control inspection and testing of all items of work required by the technical specifications, including those performed by subcontractors. This Quality Control Program shall ensure conformance to applicable specifications and plans with respect to materials, workmanship, construction, finish, and functional performance. The Quality Control Program shall be effective for control of all construction work performed under this Contract and shall specifically include surveillance and tests required by the technical specifications, in addition to other requirements of this section and any other activities deemed necessary by the Contractor to establish an effective level of quality control.

b. **QUALITY CONTROL PROGRAM.** The Contractor shall describe the Quality Control Program in a written document that shall be reviewed and approved by the Engineer prior to the start of any production, construction, or off-site fabrication. The written Quality Control Program shall be submitted to the Engineer for review and approval at least 10 calendar days before the associated work begins. The Contractor's Quality Control Plan and Quality Control testing laboratory must be approved in writing by the Engineer prior to the Notice to Proceed (NTP).

The Quality Control Program shall be organized to address, as a minimum, the following items:

- a. Quality control organization
- b. Project progress schedule
- c. Submittals schedule
- d. Inspection requirements
- e. Quality control testing plan
- f. Documentation of quality control activities
- g. Requirements for corrective action when quality control and/or acceptance criteria are not met

The Contractor is encouraged to add any additional elements to the Quality Control Program that is deemed necessary to adequately control all production and/or construction processes required by this contract.

100-3 QUALITY CONTROL ORGANIZATION. The Contractor Quality Control Program shall be implemented by the establishment of a separate quality control organization. An organizational chart shall be developed to show all quality control personnel and how these personnel integrate with other management/production and construction functions and personnel.

The organizational chart shall identify all quality control staff by name and function, and shall indicate the total staff required to implement all elements of the Quality Control Program, including inspection and testing for each item of work. If necessary, different technicians can be used for specific inspection and testing functions for different items of work. If an outside organization or independent testing laboratory is used for implementation of all or part of the Quality Control Program, the personnel assigned shall be subject to the qualification requirements of paragraph 100-03a and 100-03b. The organizational chart shall indicate which personnel are Contractor employees and which are provided by an outside organization.

The quality control organization shall, as a minimum, consist of the following personnel:

a. Program Administrator. The Program Administrator shall be a full-time on-site employee of the Contractor, or a consultant engaged by the Contractor. The Program Administrator shall have a minimum of five (5) years of experience in airport and/or highway construction and shall have had prior quality control experience on a project of comparable size and scope as the contract.

Additional qualifications for the Program Administrator shall include at least one of the following requirements:

- (1) Professional Engineer with one (1) year of airport paving experience.
- (2) Engineer-in-training with two (2) years of airport paving experience.
- (3) An individual with three (3) years of highway and/or airport paving experience, with a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology or Construction.
- (4) Construction materials technician certified at Level III by the National Institute for Certification in Engineering Technologies (NICET).
- (5) Highway materials technician certified at Level III by NICET.
- (6) Highway construction technician certified at Level III by NICET.

(7) A NICET certified engineering technician in Civil Engineering Technology with five (5) years of highway and/or airport paving experience.

The Program Administrator shall have full authority to institute any and all actions necessary for the successful implementation of the Quality Control Program to ensure compliance with the contract plans and technical specifications. The Program Administrator shall report directly to a responsible officer of the construction firm. The Program Administrator may supervise the Quality Control Program on more than one project provided that person can be at the job site within two (2) hours after being notified of a problem.

b. Quality control technicians. A sufficient number of quality control technicians necessary to adequately implement the Quality Control Program shall be provided. These personnel shall be either Engineers, engineering technicians, or experienced craftsman with qualifications in the appropriate field equivalent to NICET Level II or higher construction materials technician or highway construction technician and shall have a minimum of two (2) years of experience in their area of expertise.

The quality control technicians shall report directly to the Program Administrator and shall perform the following functions:

(1) Inspection of all materials, construction, plant, and equipment for conformance to the technical specifications, and as required by subsection 100-06.

(2) Performance of all quality control tests as required by the technical specifications and subsection 100-07.

(3) Performance of density tests for the Engineer when required by the technical specifications.

Certification at an equivalent level, by a state or nationally recognized organization will be acceptable in lieu of NICET certification.

c. Staffing levels. The Contractor shall provide sufficient qualified quality control personnel to monitor each work activity at all times. Where material is being produced in a plant for incorporation into the work, separate plant and field technicians shall be provided at each plant and field placement location. The scheduling and coordinating of all inspection and testing must match the type and pace of work activity. The Quality Control Program shall state where different technicians will be required for different work elements.

100-4 PROJECT PROGRESS SCHEDULE. The Contractor shall submit a coordinated construction schedule for all work activities. The schedule shall be prepared as a network diagram in Critical Path Method (CPM), Program Evaluation and Review Technique (PERT), or other format, or as otherwise specified in the contract. As a minimum, it shall provide information on the sequence of work activities, milestone dates, and activity duration.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a twice monthly basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

100-5 SUBMITTALS SCHEDULE. The Contractor shall submit a detailed listing of all submittals (for example, mix designs, material certifications) and shop drawings required by the technical specifications. The listing can be developed in a spreadsheet format and shall include:

- a. Specification item number
- b. Item description
- c. Description of submittal

- d. Specification paragraph requiring submittal
- e. Scheduled date of submittal

100-6 INSPECTION REQUIREMENTS. Quality control inspection functions shall be organized to provide inspections for all definable features of work, as detailed below. All inspections shall be documented by the Contractor as specified by subsection 100-07.

Inspections shall be performed daily to ensure continuing compliance with contract requirements until completion of the particular feature of work. These shall include the following minimum requirements:

a. During plant operation for material production, quality control test results and periodic inspections shall be used to ensure the quality of aggregates and other mix components, and to adjust and control mix proportioning to meet the approved mix design and other requirements of the technical specifications. All equipment used in proportioning and mixing shall be inspected to ensure its proper operating condition. The Quality Control Program shall detail how these and other quality control functions will be accomplished and used.

b. During field operations, quality control test results and periodic inspections shall be used to ensure the quality of all materials and workmanship. All equipment used in placing, finishing, and compacting shall be inspected to ensure its proper operating condition and to ensure that all such operations are in conformance to the technical specifications and are within the plan dimensions, lines, grades, and tolerances specified. The Program shall document how these and other quality control functions will be accomplished and used.

100-7 QUALITY CONTROL TESTING PLAN. As a part of the overall Quality Control Program, the Contractor shall implement a quality control testing plan, as required by the technical specifications. The testing plan shall include the minimum tests and test frequencies required by each technical specification item, as well as any additional quality control tests that the Contractor deems necessary to adequately control production and/or construction processes.

The testing plan can be developed in a spreadsheet fashion and shall, as a minimum, include the following:

- a. Specification item number (for example, P-401)
- b. Item description (for example, Plant Mix Bituminous Pavements)
- c. Test type (for example, gradation, grade, asphalt content)
- d. Test standard (for example, ASTM or American Association of State Highway and Transportation Officials (AASHTO) test number, as applicable)
- e. Test frequency (for example, as required by technical specifications or minimum frequency when requirements are not stated)
- f. Responsibility (for example, plant technician)
- g. Control requirements (for example, target, permissible deviations)

The testing plan shall contain a statistically-based procedure of random sampling for acquiring test samples in accordance with ASTM D3665. The Engineer shall be provided the opportunity to witness quality control sampling and testing.

All quality control test results shall be documented by the Contractor as required by subsection 100-08.

100-8 DOCUMENTATION. The Contractor shall maintain current quality control records of all inspections and tests performed. These records shall include factual evidence that the required inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.

These records must cover both conforming and defective or deficient features, and must include a statement that all supplies and materials incorporated in the work are in full compliance with the terms of the contract. Legible copies of these records shall be furnished to the Engineer daily. The records shall cover all work placed subsequent to the previously furnished records and shall be verified and signed by the Contractor's Program Administrator.

Specific Contractor quality control records required for the contract shall include, but are not necessarily limited to, the following records:

a. Daily inspection reports. Each Contractor quality control technician shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations. These technician's daily reports shall provide factual evidence that continuous quality control inspections have been performed and shall, as a minimum, include the following:

- (1) Technical specification item number and description
- (2) Compliance with approved submittals
- (3) Proper storage of materials and equipment
- (4) Proper operation of all equipment
- (5) Adherence to plans and technical specifications
- (6) Review of quality control tests
- (7) Safety inspection.

The daily inspection reports shall identify inspections conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed.

The daily inspection reports shall be signed by the responsible quality control technician and the Program Administrator. The Engineer shall be provided at least one copy of each daily inspection report on the work day following the day of record.

b. Daily test reports. The Contractor shall be responsible for establishing a system that will record all quality control test results. Daily test reports shall document the following information:

- (1) Technical specification item number and description
- (2) Test designation
- (3) Location
- (4) Date of test
- (5) Control requirements
- (6) Test results
- (7) Causes for rejection
- (8) Recommended remedial actions
- (9) Retests

Test results from each day's work period shall be submitted to the Engineer prior to the start of the next day's work period. When required by the technical specifications, the Contractor shall maintain statistical quality control charts. The daily test reports shall be signed by the responsible quality control technician and the Program Administrator.

100-9 CORRECTIVE ACTION REQUIREMENTS. The Quality Control Program shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control. The requirements for corrective action shall include both general requirements for operation of the Quality Control Program as a whole, and for individual items of work contained in the technical specifications.

The Quality Control Program shall detail how the results of quality control inspections and tests will be used for determining the need for corrective action and shall contain clear sets of rules to gauge when a process is out of control and the type of correction to be taken to regain process control.

When applicable or required by the technical specifications, the Contractor shall establish and use statistical quality control charts for individual quality control tests. The requirements for corrective action shall be linked to the control charts.

100-10 SURVEILLANCE BY THE ENGINEER. All items of material and equipment shall be subject to surveillance by the Engineer at the point of production, manufacture or shipment to determine if the Contractor, producer, manufacturer or shipper maintains an adequate quality control system in conformance with the requirements detailed here and the applicable technical specifications and plans. In addition, all items of materials, equipment and work in place shall be subject to surveillance by the Engineer at the site for the same purpose.

Surveillance by the Engineer does not relieve the Contractor of performing quality control inspections of either on-site or off-site Contractor's or subcontractor's work.

100-11 NONCOMPLIANCE.

a. The Engineer will notify the Contractor of any noncompliance with any of the foregoing requirements. The Contractor shall, after receipt of such notice, immediately take corrective action. Any notice, when delivered by the Engineer or his or her authorized representative to the Contractor or his or her authorized representative at the site of the work, shall be considered sufficient notice.

b. In cases where quality control activities do not comply with either the Contractor Quality Control Program or the contract provisions, or where the Contractor fails to properly operate and maintain an effective Quality Control Program, as determined by the Engineer, the Engineer may:

(1) Order the Contractor to replace ineffective or unqualified quality control personnel or subcontractors.

(2) Order the Contractor to stop operations until appropriate corrective actions are taken.

END OF SECTION 100

SECTION 105 MOBILIZATION

105-1 DESCRIPTION. This item shall consist of work and operations, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.

105-1.1 POSTED NOTICES. Prior to commencement of construction activities the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster "Equal Employment Opportunity is the Law" in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL "Notice to All Employees" Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Owner.

105-2 BASIS OF MEASUREMENT AND PAYMENT. *Measurement and payment of Mobilization shall be as described within these specifications.* ~~Based upon the contract lump sum price for "Mobilization" partial payments will be allowed as follows:~~

- ~~a. With first pay request, 25%.~~
- ~~b. When 25% or more of the original contract is earned, an additional 25%.~~
- ~~c. When 50% or more of the original contract is earned, an additional 40%.~~
- ~~d. After Final Inspection, Staging area clean-up and delivery of all Project Closeout materials as required by 90-11, the final 10%.~~

END OF SECTION 105

SECTION 110

METHOD OF ESTIMATING PERCENTAGE OF MATERIAL WITHIN SPECIFICATION LIMITS (PWL)

110-1 GENERAL. When the specifications provide for acceptance of material based on the method of estimating percentage of material within specification limits (PWL), the PWL will be determined in accordance with this section. All test results for a lot will be analyzed statistically to determine the total estimated percent of the lot that is within specification limits. The PWL is computed using the sample average ($\bar{X}$) and sample standard deviation (S_n) of the specified number (n) of sublots for the lot and the specification tolerance limits, L for lower and U for upper, for the particular acceptance parameter. From these values, the respective Quality index, Q_L for Lower Quality Index and/or Q_U for Upper Quality Index, is computed and the PWL for the lot for the specified n is determined from Table 1. All specification limits specified in the technical sections shall be absolute values. Test results used in the calculations shall be to the significant figure given in the test procedure.

There is some degree of uncertainty (risk) in the measurement for acceptance because only a small fraction of production material (the population) is sampled and tested. This uncertainty exists because all portions of the production material have the same probability to be randomly sampled. The Contractor's risk is the probability that material produced at the acceptable quality level is rejected or subjected to a pay adjustment. The Owner's risk is the probability that material produced at the rejectable quality level is accepted.

It is the intent of this section to inform the Contractor that, in order to consistently offset the Contractor's risk for material evaluated, production quality (using population average and population standard deviation) must be maintained at the acceptable quality specified or higher. In all cases, it is the responsibility of the Contractor to produce at quality levels that will meet the specified acceptance criteria when sampled and tested at the frequencies specified.

110-2 METHOD FOR COMPUTING PWL. The computational sequence for computing PWL is as follows:

- a. Divide the lot into n sublots in accordance with the acceptance requirements of the specification.
- b. Locate the random sampling position within the subplot in accordance with the requirements of the specification.
- c. Make a measurement at each location, or take a test portion and make the measurement on the test portion in accordance with the testing requirements of the specification.
- d. Find the sample average ($\bar{X}$) for all subplot values within the lot by using the following formula:

$$\bar{X} = (x_1 + x_2 + x_3 + \dots + x_n) / n$$

Where: $\bar{X}$ = Sample average of all subplot values within a lot
 x_1, x_2 = Individual subplot values
 n = Number of sublots

- e. Find the sample standard deviation (S_n) by use of the following formula:

$$S_n = [(d_1^2 + d_2^2 + d_3^2 + \dots + d_n^2) / (n-1)]^{1/2}$$

Where: S_n = Sample standard deviation of the number of subplot values in the set
 d_1, d_2 = Deviations of the individual subplot values $x_1, x_2, \dots$ from the average value $\bar{X}$
 that is: $d_1 = (x_1 - \bar{X}), d_2 = (x_2 - \bar{X}) \dots d_n = (x_n - \bar{X})$
 n = Number of sublots

f. For single sided specification limits (that is, L only), compute the Lower Quality Index Q_L by use of the following formula:

$$Q_L = (X - L) / S_n$$

Where: L = specification lower tolerance limit

Estimate the percentage of material within limits (PWL) by entering Table 1 with Q_L , using the column appropriate to the total number (n) of measurements. If the value of Q_L falls between values shown on the table, use the next higher value of PWL.

g. For double-sided specification limits (that is, L and U), compute the Quality Indexes Q_L and Q_U by use of the following formulas:

$$Q_L = (X - L) / S_n$$

And

$$Q_U = (U - X) / S_n$$

Where: L and U = specification lower and upper tolerance limits

Estimate the percentage of material between the lower (L) and upper (U) tolerance limits (PWL) by entering Table 1 separately with Q_L and Q_U , using the column appropriate to the total number (n) of measurements, and determining the percent of material above P_L and percent of material below P_U for each tolerance limit. If the values of Q_L fall between values shown on the table, use the next higher value of P_L or P_U . Determine the PWL by use of the following formula:

$$PWL = (P_U + P_L) - 100$$

Where: P_L = percent within lower specification limit
 P_U = percent within upper specification limit

EXAMPLE OF PWL CALCULATION

Project: Example Project
Test Item: Item P-401, Lot A.

A. PWL Determination for Mat Density.

1. Density of four random cores taken from Lot A.

A-1 = 96.60
 A-2 = 97.55
 A-3 = 99.30
 A-4 = 98.35
 n = 4

2. Calculate average density for the lot.

$X = (x_1 + x_2 + x_3 + \dots + x_n) / n$
 $X = (96.60 + 97.55 + 99.30 + 98.35) / 4$
 $X = 97.95\%$ density

3. Calculate the standard deviation for the lot.

$$S_n = [((96.60 - 97.95)^2 + (97.55 - 97.95)^2 + (99.30 - 97.95)^2 + (98.35 - 97.95)^2) / (4 - 1)]^{1/2}$$

$$S_n = [(1.82 + 0.16 + 1.82 + 0.16) / 3]^{1/2}$$

$$S_n = 1.15$$

4. Calculate the Lower Quality Index Q_L for the lot. ($L=96.3$)

$$Q_L = (X - L) / S_n$$

$$Q_L = (97.95 - 96.30) / 1.15$$

$$Q_L = 1.4348$$

5. Determine PWL by entering Table 1 with $Q_L = 1.44$ and $n = 4$.

$$PWL = 98$$

B. PWL Determination for Air Voids.

1. Air Voids of four random samples taken from Lot A.

$$A-1 = 5.00$$

$$A-2 = 3.74$$

$$A-3 = 2.30$$

$$A-4 = 3.25$$

2. Calculate the average air voids for the lot.

$$X = (x_1 + x_2 + x_3 + \dots + x_n) / n$$

$$X = (5.00 + 3.74 + 2.30 + 3.25) / 4$$

$$X = 3.57\%$$

3. Calculate the standard deviation S_n for the lot.

$$S_n = [((3.57 - 5.00)^2 + (3.57 - 3.74)^2 + (3.57 - 2.30)^2 + (3.57 - 3.25)^2) / (4 - 1)]^{1/2}$$

$$S_n = [(2.04 + 0.03 + 1.62 + 0.10) / 3]^{1/2}$$

$$S_n = 1.12$$

4. Calculate the Lower Quality Index Q_L for the lot. ($L = 2.0$)

$$Q_L = (X - L) / S_n$$

$$Q_L = (3.57 - 2.00) / 1.12$$

$$Q_L = 1.3992$$

5. Determine P_L by entering Table 1 with $Q_L = 1.41$ and $n = 4$.

$$PL = 97$$

6. Calculate the Upper Quality Index Q_U for the lot. ($U = 5.0$)

$$Q_U = (U - X) / S_n$$

$$Q_U = (5.00 - 3.57) / 1.12$$

$$Q_U = 1.2702$$

7. Determine P_U by entering Table 1 with $Q_U = 1.29$ and $n = 4$.

$$P_U = 93$$

8. Calculate Air Voids PWL

$$PWL = (P_L + P_U) - 100$$

$$PWL = (97 + 93) - 100 = 90$$

EXAMPLE OF OUTLIER CALCULATION (REFERENCE ASTM E178)

Project: Example Project

Test Item: Item P-401, Lot A.

A. Outlier Determination for Mat Density.**1. Density of four random cores taken from Lot A arranged in descending order.**

$$A-3 = 99.30$$

$$A-4 = 98.35$$

$$A-2 = 97.55$$

$$A-1 = 96.60$$

2. Use $n=4$ and upper 5% significance level of to find the critical value for test criterion = 1.463.**3. Use average density, standard deviation, and test criterion value to evaluate density measurements.****a. For measurements greater than the average:**

If (measurement - average) / (standard deviation) is less than test criterion, then the measurement is not considered an outlier

For A-3, check if $(99.30 - 97.95) / 1.15$ is greater than 1.463.

Since 1.174 is less than 1.463, the value is not an outlier.

b. For measurements less than the average:

If (average - measurement) / (standard deviation) is less than test criterion, then the measurement is not considered an outlier.

For A-1, check if $(97.95 - 96.60) / 1.15$ is greater than 1.463.

Since 1.435 is less than 1.463, the value is not an outlier.

Note: In this example, a measurement would be considered an outlier if the density were:

$$\text{Greater than } (97.95 + 1.463 \times 1.15) = 99.63\%$$

OR

$$\text{Less than } (97.95 - 1.463 \times 1.15) = 96.27\%.$$

Table 1. Table for Estimating Percent of Lot Within Limits (PWL)

Percent Within Limits (P _L and	Positive Values of Q (Q _L and Q _U)							
	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10
99	1.1541	1.4700	1.6714	1.8008	1.8888	1.9520	1.9994	2.0362
98	1.1524	1.4400	1.6016	1.6982	1.7612	1.8053	1.8379	1.8630
97	1.1496	1.4100	1.5427	1.6181	1.6661	1.6993	1.7235	1.7420
96	1.1456	1.3800	1.4897	1.5497	1.5871	1.6127	1.6313	1.6454
95	1.1405	1.3500	1.4407	1.4887	1.5181	1.5381	1.5525	1.5635
94	1.1342	1.3200	1.3946	1.4329	1.4561	1.4717	1.4829	1.4914
93	1.1269	1.2900	1.3508	1.3810	1.3991	1.4112	1.4199	1.4265
92	1.1184	1.2600	1.3088	1.3323	1.3461	1.3554	1.3620	1.3670
91	1.1089	1.2300	1.2683	1.2860	1.2964	1.3032	1.3081	1.3118
90	1.0982	1.2000	1.2290	1.2419	1.2492	1.2541	1.2576	1.2602
89	1.0864	1.1700	1.1909	1.1995	1.2043	1.2075	1.2098	1.2115
88	1.0736	1.1400	1.1537	1.1587	1.1613	1.1630	1.1643	1.1653
87	1.0597	1.1100	1.1173	1.1192	1.1199	1.1204	1.1208	1.1212
86	1.0448	1.0800	1.0817	1.0808	1.0800	1.0794	1.0791	1.0789
85	1.0288	1.0500	1.0467	1.0435	1.0413	1.0399	1.0389	1.0382
84	1.0119	1.0200	1.0124	1.0071	1.0037	1.0015	1.0000	0.9990
83	0.9939	0.9900	0.9785	0.9715	0.9671	0.9643	0.9624	0.9610
82	0.9749	0.9600	0.9452	0.9367	0.9315	0.9281	0.9258	0.9241
81	0.9550	0.9300	0.9123	0.9025	0.8966	0.8928	0.8901	0.8882
80	0.9342	0.9000	0.8799	0.8690	0.8625	0.8583	0.8554	0.8533
79	0.9124	0.8700	0.8478	0.8360	0.8291	0.8245	0.8214	0.8192
78	0.8897	0.8400	0.8160	0.8036	0.7962	0.7915	0.7882	0.7858
77	0.8662	0.8100	0.7846	0.7716	0.7640	0.7590	0.7556	0.7531
76	0.8417	0.7800	0.7535	0.7401	0.7322	0.7271	0.7236	0.7211
75	0.8165	0.7500	0.7226	0.7089	0.7009	0.6958	0.6922	0.6896
74	0.7904	0.7200	0.6921	0.6781	0.6701	0.6649	0.6613	0.6587
73	0.7636	0.6900	0.6617	0.6477	0.6396	0.6344	0.6308	0.6282
72	0.7360	0.6600	0.6316	0.6176	0.6095	0.6044	0.6008	0.5982
71	0.7077	0.6300	0.6016	0.5878	0.5798	0.5747	0.5712	0.5686
70	0.6787	0.6000	0.5719	0.5582	0.5504	0.5454	0.5419	0.5394
69	0.6490	0.5700	0.5423	0.5290	0.5213	0.5164	0.5130	0.5105
68	0.6187	0.5400	0.5129	0.4999	0.4924	0.4877	0.4844	0.4820
67	0.5878	0.5100	0.4836	0.4710	0.4638	0.4592	0.4560	0.4537
66	0.5563	0.4800	0.4545	0.4424	0.4355	0.4310	0.4280	0.4257
65	0.5242	0.4500	0.4255	0.4139	0.4073	0.4030	0.4001	0.3980
64	0.4916	0.4200	0.3967	0.3856	0.3793	0.3753	0.3725	0.3705
63	0.4586	0.3900	0.3679	0.3575	0.3515	0.3477	0.3451	0.3432
62	0.4251	0.3600	0.3392	0.3295	0.3239	0.3203	0.3179	0.3161
61	0.3911	0.3300	0.3107	0.3016	0.2964	0.2931	0.2908	0.2892
60	0.3568	0.3000	0.2822	0.2738	0.2691	0.2660	0.2639	0.2624
59	0.3222	0.2700	0.2537	0.2461	0.2418	0.2391	0.2372	0.2358
58	0.2872	0.2400	0.2254	0.2186	0.2147	0.2122	0.2105	0.2093
57	0.2519	0.2100	0.1971	0.1911	0.1877	0.1855	0.1840	0.1829
56	0.2164	0.1800	0.1688	0.1636	0.1607	0.1588	0.1575	0.1566
55	0.1806	0.1500	0.1406	0.1363	0.1338	0.1322	0.1312	0.1304
54	0.1447	0.1200	0.1125	0.1090	0.1070	0.1057	0.1049	0.1042
53	0.1087	0.0900	0.0843	0.0817	0.0802	0.0793	0.0786	0.0781
52	0.0725	0.0600	0.0562	0.0544	0.0534	0.0528	0.0524	0.0521
51	0.0363	0.0300	0.0281	0.0272	0.0267	0.0264	0.0262	0.0260
50	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

Percent Within Limits (P _L and P _U)	Negative Values of Q (Q _L and Q _U)							
	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10
49	-0.0363	-0.0300	-0.0281	-0.0272	-0.0267	-0.0264	-0.0262	-0.0260
48	-0.0725	-0.0600	-0.0562	-0.0544	-0.0534	-0.0528	-0.0524	-0.0521
47	-0.1087	-0.0900	-0.0843	-0.0817	-0.0802	-0.0793	-0.0786	-0.0781
46	-0.1447	-0.1200	-0.1125	-0.1090	-0.1070	-0.1057	-0.1049	-0.1042
45	-0.1806	-0.1500	-0.1406	-0.1363	-0.1338	-0.1322	-0.1312	-0.1304
44	-0.2164	-0.1800	-0.1688	-0.1636	-0.1607	-0.1588	-0.1575	-0.1566
43	-0.2519	-0.2100	-0.1971	-0.1911	-0.1877	-0.1855	-0.1840	-0.1829
42	-0.2872	-0.2400	-0.2254	-0.2186	-0.2147	-0.2122	-0.2105	-0.2093
41	-0.3222	-0.2700	-0.2537	-0.2461	-0.2418	-0.2391	-0.2372	-0.2358
40	-0.3568	-0.3000	-0.2822	-0.2738	-0.2691	-0.2660	-0.2639	-0.2624
39	-0.3911	-0.3300	-0.3107	-0.3016	-0.2964	-0.2931	-0.2908	-0.2892
38	-0.4251	-0.3600	-0.3392	-0.3295	-0.3239	-0.3203	-0.3179	-0.3161
37	-0.4586	-0.3900	-0.3679	-0.3575	-0.3515	-0.3477	-0.3451	-0.3432
36	-0.4916	-0.4200	-0.3967	-0.3856	-0.3793	-0.3753	-0.3725	-0.3705
35	-0.5242	-0.4500	-0.4255	-0.4139	-0.4073	-0.4030	-0.4001	-0.3980
34	-0.5563	-0.4800	-0.4545	-0.4424	-0.4355	-0.4310	-0.4280	-0.4257
33	-0.5878	-0.5100	-0.4836	-0.4710	-0.4638	-0.4592	-0.4560	-0.4537
32	-0.6187	-0.5400	-0.5129	-0.4999	-0.4924	-0.4877	-0.4844	-0.4820
31	-0.6490	-0.5700	-0.5423	-0.5290	-0.5213	-0.5164	-0.5130	-0.5105
30	-0.6787	-0.6000	-0.5719	-0.5582	-0.5504	-0.5454	-0.5419	-0.5394
29	-0.7077	-0.6300	-0.6016	-0.5878	-0.5798	-0.5747	-0.5712	-0.5686
28	-0.7360	-0.6600	-0.6316	-0.6176	-0.6095	-0.6044	-0.6008	-0.5982
27	-0.7636	-0.6900	-0.6617	-0.6477	-0.6396	-0.6344	-0.6308	-0.6282
26	-0.7904	-0.7200	-0.6921	-0.6781	-0.6701	-0.6649	-0.6613	-0.6587
25	-0.8165	-0.7500	-0.7226	-0.7089	-0.7009	-0.6958	-0.6922	-0.6896
24	-0.8417	-0.7800	-0.7535	-0.7401	-0.7322	-0.7271	-0.7236	-0.7211
23	-0.8662	-0.8100	-0.7846	-0.7716	-0.7640	-0.7590	-0.7556	-0.7531
22	-0.8897	-0.8400	-0.8160	-0.8036	-0.7962	-0.7915	-0.7882	-0.7858
21	-0.9124	-0.8700	-0.8478	-0.8360	-0.8291	-0.8245	-0.8214	-0.8192
20	-0.9342	-0.9000	-0.8799	-0.8690	-0.8625	-0.8583	-0.8554	-0.8533
19	-0.9550	-0.9300	-0.9123	-0.9025	-0.8966	-0.8928	-0.8901	-0.8882
18	-0.9749	-0.9600	-0.9452	-0.9367	-0.9315	-0.9281	-0.9258	-0.9241
17	-0.9939	-0.9900	-0.9785	-0.9715	-0.9671	-0.9643	-0.9624	-0.9610
16	-1.0119	-1.0200	-1.0124	-1.0071	-1.0037	-1.0015	-1.0000	-0.9990
15	-1.0288	-1.0500	-1.0467	-1.0435	-1.0413	-1.0399	-1.0389	-1.0382
14	-1.0448	-1.0800	-1.0817	-1.0808	-1.0800	-1.0794	-1.0791	-1.0789
13	-1.0597	-1.1100	-1.1173	-1.1192	-1.1199	-1.1204	-1.1208	-1.1212
12	-1.0736	-1.1400	-1.1537	-1.1587	-1.1613	-1.1630	-1.1643	-1.1653
11	-1.0864	-1.1700	-1.1909	-1.1995	-1.2043	-1.2075	-1.2098	-1.2115
10	-1.0982	-1.2000	-1.2290	-1.2419	-1.2492	-1.2541	-1.2576	-1.2602
9	-1.1089	-1.2300	-1.2683	-1.2860	-1.2964	-1.3032	-1.3081	-1.3118
8	-1.1184	-1.2600	-1.3088	-1.3323	-1.3461	-1.3554	-1.3620	-1.3670
7	-1.1269	-1.2900	-1.3508	-1.3810	-1.3991	-1.4112	-1.4199	-1.4265
6	-1.1342	-1.3200	-1.3946	-1.4329	-1.4561	-1.4717	-1.4829	-1.4914
5	-1.1405	-1.3500	-1.4407	-1.4887	-1.5181	-1.5381	-1.5525	-1.5635
4	-1.1456	-1.3800	-1.4897	-1.5497	-1.5871	-1.6127	-1.6313	-1.6454
3	-1.1496	-1.4100	-1.5427	-1.6181	-1.6661	-1.6993	-1.7235	-1.7420
2	-1.1524	-1.4400	-1.6016	-1.6982	-1.7612	-1.8053	-1.8379	-1.8630
1	-1.1541	-1.4700	-1.6714	-1.8008	-1.8888	-1.9520	-1.9994	-2.0362

END OF SECTION 110

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SECTION A – FEDERAL AVIATION ADMINISTRATION REQUIREMENTS

A-01 GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

A-02 CIVIL RIGHTS – TITLE VI ASSURANCES

Title VI Solicitation Notice:

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

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

A-03 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein
2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:
 - A. Timetables
 - B. Goals for minority participation for each trade (Vol. 45 Federal Register pg. 65984 10/3/80)
 - C. Goals for female participation in each trade (6.9%)

These goals are applicable to all of the contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor is also subject to the goals for both federally funded and non-federally funded construction regardless of the percentage of federal participation in funding.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training shall be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees

from contractor to contractor or from project to project, for the sole purpose of meeting the contractor's goals, shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director, Office of Federal Contract Compliance Programs (OFCCP), within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is Fayetteville, Arkansas.

A-04 ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

A-05 BUY AMERICAN CERTIFICATION

See Section 010470 "Bidder Certifications" for Contractor Buy American Certification.

A-06 DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from Owner. The prime contractor agrees further to return retainage payments to each subcontractor within {specify the same number as above} days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

A-07 ENERGY CONSERVATION REQUIREMENTS

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

A-08 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

A-09 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

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

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

A-10 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

A-11 RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

A-12 TRADE RESTRICTION CLAUSE

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001

A-13 VETERAN'S PREFERENCE

In the employment of labor (except in executive, administrative, and supervisory positions), preference must be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Title 49 United States

Code, Section 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

A-14 COPELAND "ANTI-KICKBACK" ACT

The United States Department of Labor Wage and Hours Division oversees the Copeland "Anti-Kickback" Act requirements. All contracts and subcontracts must meet comply with the Occupational Safety and Health Act of 1970.

United States Department of Labor Wage and Hours Division can provide information regarding any specific clauses or assurances pertaining to the Copeland "Anti-Kickback" Act requirements required to be inserted in solicitations, contracts or subcontracts.

A-15 DAVIS-BACON LABOR PROVISIONS

1. Minimum Wages

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

- (ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards

Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2 Withholding.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records.

- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5(a)(3)(i) and that such information is correct and complete;
- (2) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

- (iii) The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit

the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance With Copeland Act Requirements.

The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance With Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

- (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

A-16 TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted

drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.

A-17 EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
 - (1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 18.7a through 18.7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor

shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or female sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and

discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (18.7a through 18.7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 18.7a through 18.7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally,) the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 18.7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

A-18 NOTICE OF NONSEGREGATED FACILITIES REQUIREMENT

Notice to Prospective Federally Assisted Construction Contractors:

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a federally-assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.
2. Contractors receiving federally-assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.

3. The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

Notice to Prospective Subcontractors of Requirements for Certification of Non-Segregated Facilities:

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity Clause.
2. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.
3. The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

CERTIFICATION OF NONSEGREGATED FACILITIES

The federally-assisted construction contractor certifies that she or he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that she or he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that she or he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that she or he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction contractor agrees that (except where she or he has obtained identical certifications from proposed subcontractors for specific time periods) she or he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that she or he will retain such certifications in his files.

A-19 TERMINATION OF CONTRACT

- a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

- e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

A-20 CERTIFICATE REGARDING DEBARMENT AND SUSPENSION

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (SUCCESSFUL BIDDER REGARDING LOWER TIER PARTICIPANTS)

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

A-21 BREACH OF CONTRACT

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

A-22 CLEAN AIR AND WATER POLLUTION CONTROL

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;

3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

A-23 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2 .Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

SECTION B – STATE TERMS AND CONDITIONS

B-01 GENERAL

The intent of this section is to outline the requirements set forth by the State of Arkansas; however, this section does not claim to include all State laws. All requirements set for by the State of Arkansas for bidding and construction shall be included by reference herein. If for any reason that the Federal and/or State requirements conflict with the requirements set forth in this contract, the more stringent of the requirements shall govern.

B-02 BIDDING

B-02.01 This is a federally funded project. A contractor's license from the State of Arkansas Contractor's Licensing Board is not required **at the time of bid; however**, no contractor shall submit a bid under this prior to submitting application for licensure. The City shall not execute any construction contract unless and until the successful bidder for the project furnishes an appropriate license issued by the board.

B-02.02 Act 159 of 1949, as amended, requires the bidder to list his mechanical, plumbing, electrical, and roofing and sheet metal subcontractors.

B-03 BONDING

Bonding shall be executed pursuant to the terms of Arkansas Code Annotation §§ 18-44-501 et. Seq., as amended.

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SECTION C – LOCAL TERMS AND CONDITIONS

C-01 CONTRACTOR'S INSURANCE

Contractor shall obtain insurance of the types and in the amounts described below. The insurance shall be written by insurance companies and on forms acceptable to Owner.

Owner and Garver, LLC shall be included as an insured under the CGL, (using ISO Additional Insured Endorsement CG 20 10 11 85 or a substitute providing equivalent coverage), and under the commercial automobile liability (using ISO Additional Insured Endorsement CA 2048 or a substitute providing equivalent coverage), and commercial umbrella, if any. This insurance, including insurance provided under the commercial umbrella, if any, shall apply as primary and non-contributory insurance with respect to any other insurance or self-insurance programs afforded to, or maintained by, Owner.

C-01.1 Commercial General and Umbrella Liability Insurance: Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance, with a limit of not less than \$5,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the Project.

CGL insurance shall be written on ISO occurrence form CG 20 10 (11-85) (or a substitute combination of the following forms CG 20 10 (10-01) and CG 20 37 (10-01) providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury and liability assumed under an insured contract.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, or amending the contractual coverage in the ISO occurrence form.

CGL insurance shall be written with an ISO form CG 25 03 05 09 Designated Construction Project(s) General Aggregate Limit or a substitute form providing equivalent coverage.

C-01.2 Continuing CGL Coverage: Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance, with a limit of not less than \$5,000,000 each occurrence for at least 3 years following substantial completion of the Work.

Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed Work equivalent to that provided under ISO form CG 00 01.

C-01.3 Commercial Auto and Umbrella Liability Insurance: Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident.

Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos).

Commercial auto coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

If the Contract Documents require Contractor to remove and haul hazardous waste from the Project site, or if the Project involves such similar environmental exposure, pollution liability coverage equivalent to that provided under the ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement (CA 99 48) shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

C-01.4 Workers' Compensation Insurance: Contractor shall maintain workers' compensation and

employer's liability insurance.

The employer's liability, and if necessary commercial umbrella, limits shall not be less than \$500,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease.

If Contractor leases its employees, the alternate employer endorsement (WC 00 03 01 A) shall be attached showing Owner in the schedule as the alternate employer.

Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement shall be attached to the policy.

Where applicable, Nonappropriated Fund Instrumentalities Act (NFIA) shall be attached to the policy. NFIA extends the coverage of the Longshore and Harbor Workers' Compensation Act to civilian employees working on United States military bases throughout the world who are not paid with funds appropriated by Congress. These employees, working in facilities operated for the comfort, contentment, and improvement of armed forces personnel, are instead compensated with funds generated from earnings of their facility.

Where applicable, Outer Continental Shelf Lands Act Endorsement shall be attached to the policy.

Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.

If project is located in a state where workers compensation is secured via monopolistic state funds, include evidence of the "Stop Gap" endorsement to the general liability policy.

C-01.5 Property Insurance: If applicable, Contractor shall purchase and maintain property insurance for the Work. Such insurance shall be written in an amount at least equal to the initial contract sum as well as subsequent modifications of that sum. The insurance shall apply on a replacement cost basis. If the insurance obtained in compliance with this paragraph is builders risk insurance, coverage shall be written on a completed value form.

The property insurance as required above shall name as insureds the Owner, Contractor, and all subcontractors and sub-subcontractors on the Project.

C-01.6 Primary and Non-contributory: Contractor agrees that the insurance listed above, including insurance provided under the commercial umbrella, if any, shall apply as primary and non-contributory insurance with respect to any other insurance or self-insurance programs afforded to, or maintained by, Owner.

C-01.7 Waiver of Subrogation: Contractor waives all rights against the Owner and Garver, LLC and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability, commercial umbrella liability insurance, automobile liability insurance and workers compensation insurance maintained pursuant to paragraph C-01 of this agreement.

C-01.8 No Implied Waiver: Contractor shall furnish certifications matching the coverage requirements. Failure of Owner or Engineer to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Owner or Engineer to identify a deficiency from evidence that is provided shall not be construed as a waiver of the contractors obligations to furnish and maintain such insurance, or as a waiver to the enforcement of any of the provisions at a later date.

Any waiver of the contractor's obligation to furnish such certificate or maintain such evidence must be by written change order and signed by a Managing Member (Officer) of the Engineer and the Owner.

C-01.9 Cancellation, Non-Renewal, and/or Impairment Notification: The Contractor shall not cause

any insurance policy to be cancelled or permit it to lapse and all insurance policies shall include an endorsement to the effect that the insurance policy or certificate shall not be subject to cancellation or to a reduction in the required limits of liability or amounts of insurance until notice has been mailed to the Owner and Engineer, stating the date when such cancellation or reduction shall be effective, which date shall not be less than (60) days after such notice.

The amount shown in the bid item for the Owner's Protective Insurance shall include that amount of additional premium required for including the Owner and Garver, LLC on the contractor's policy as stated within this section. The Engineer has the right to request justification from the contractor for the full amount of the cost included under the items "Owner's Protective Insurance".

Notice shall be sent via email and regular mail to the following persons and addresses:

City of Fayetteville:

Johnny Roscoe
Airport Director
4500 S. School Ave
Suite F
Fayetteville, AR 72701
jroscoe@fayetteville-ar.gov

Garver:

Adam White
2049 E Joyce Blvd
Suite 400
Fayetteville, AR 72704
ATWhite@GarverUSA.com

C-01.10 Sample Certificate of Liability Insurance:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

(must be dated)

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

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

PRODUCER Agency Name Agency Address www.stephens.com	CONTACT NAME: Agency contact
	PHONE (A/C, No, Ext): Agency ph# FAX (A/C, No):
INSURED Named Insured on the policies	E-MAIL ADDRESS: Agency contact email address
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Carrier Name (AM Best Rating)
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC	X X	XXXXXXXXXX			EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMPI/OP AGG \$ 5,000,000
	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	X X	XXXXXXXXXX			COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED \$ RETENTION \$ XXXXX	X X	XXXXXXXXXX			EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	X	XXXXXXXXXX		☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
			XXXXXXXXXX			

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

Owner & Garver, LLC shall be included as an Additional Insured by endorsement #CG2010(11/85) on the General Liability and #CA2048 on the Automobile and Umbrella or substitute endorsement providing equivalent coverage. Coverage shall be Primary and non-contributory with respect to any other insurance or self-insurance programs afforded to the Owner and Garver LLC. Waiver of Subrogation applies in favor of the Owner and Garver LLC on all policies. 60 day notice will be provided to the Owner and Garver LLC in the event of cancellation, non-renewal and/or impairment of the Contractor's policies.

CERTIFICATE HOLDER

CANCELLATION

Owner
and
Garver LLC

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

AUTHORIZED REPRESENTATIVE

(must be signed by the Contractor's Insurance Agent)

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ACORD 25 (2010/05)

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C-02 UTILITIES

All work in this contract shall be in accordance with the Arkansas Underground Facilities Damage Prevention Act. The Contractor shall abide by the most current edition of this Act.

Underground utilities exist within and adjacent to the limits of construction. An attempt has been made to locate these utilities on the plans. However, all existing utilities may not be shown and the actual locations of the utilities may vary from the locations shown.

The Contractor shall be responsible for the protection of all existing utilities, structures, equipment, or improvements crossed by or adjacent to his construction operations. Where existing utilities, service lines, structures, equipment, etc. are cut, broken, or damaged, the Contractor shall replace or repair immediately these items with the same type of original material and construction or better, at his own expense to the satisfaction of the Owner and the Engineer. After damage discovery, the Contractor shall immediately coordinate with the Owner and the Engineer on the complete repair and/or replacement work required. Following written notice of work required, the Contractor shall expeditiously begin and finish this work with all labor and materials required. All repair and/or replacement work, labor, and materials shall be supplied and installed by the Contractor. If the Contractor fails to promptly perform the repair work and correct all deficiencies, the Owner shall have the option of remedying the defects and any expenses incurred by the Owner shall be withheld from the Contractor's payments.

C-03 LEGAL HOLIDAYS

Holidays that shall be observed are the following: New Year's Day (January 1); Dr. Martin Luther King Jr.'s Birthday (3rd Monday in January); President's Day (3rd Monday in February); Memorial Day (last Monday in May); Independence Day (July 4); Labor Day (1st Monday in September); Columbus Day (2nd Monday in October); Thanksgiving Day (4th Thursday in November); Day after Thanksgiving (Friday following Thanksgiving); Christmas Eve (December 24); and Christmas Day (December 25). If a holiday falls on a Saturday or Sunday, the observed day shall be the Friday preceding the Saturday or the Monday following the Sunday. No construction observation will be furnished on legal holidays or Sundays, except in an emergency. The Contractor shall observe these legal holidays and all Sundays, and no work shall be performed on these days except in an emergency. Calendar day contract time includes delays for all holidays. Refer to Section C-06 for more information.

C-04 CLEAN UP

From time to time, the Contractor shall clean up the site, including any work areas at the airport, in order that the site presents a neat appearance and the progress of the work not be impeded. One such period of clean up shall immediately precede final inspection.

Immediately following acceptance of the work by the Owner, the Contractor shall remove all temporary plant, equipment, surplus materials, and debris resulting from his operations, and leave the site in a condition fully acceptable to the Owner.

C-05 PROJECT MEETINGS AND COORDINATION

A preconstruction conference will be called by the Engineer at a time convenient to the Owner and before the issuance of the "Notice to Proceed". The Engineer and the Contractor and such subcontractors as the Contractor may desire shall attend this meeting with the Owner.

The Owner and/or Engineer will call such coordination conferences as may seem expedient to him for the purpose of assuring coordination of the work covered by this Contract. The Contractor shall attend all such conferences. This in no way relieves the Contractor of his responsibility to fully coordinate his work under this Contract.

C-06 LIQUIDATED DAMAGES FOR DELAY

The number of calendar days allowed for completion of the project is stipulated in the Proposal and in the Contract and shall be known as the Contract Time. The Contractor agrees that time is a critical element for this Contract. Loss will accrue to the Owner due to delayed completion of the work; and the cost to the Owner of the administration of the Contract, including engineering, inspection, and supervision, will be increased as the time occupied in the work is lengthened.

C-06.01 Project Completion: The Contractor agrees that for each day of delay beyond the number of calendar days herein agreed upon for the completion of the work herein specified and contracted for, the Owner may withhold, permanently, from the Contractor's total compensation, the sum of Five Hundred Dollars (\$500.00) as stipulated damages for each day of such delay. Should the amount otherwise due the Contractor be less than the amount of such ascertained and liquidated damages, the Contractor and his Surety shall be liable to the Owner for such deficiency.

C-06.02 Phase A Runway Closure: The Contractor agrees that for each nighttime runway closure beyond the Five (5) closures herein agreed upon for the completion of the Phase A work herein specified and contracted for, the Owner may withhold, permanently, from the Contractor's total compensation, the sum of Five Thousand Dollars (\$5,000.00) as stipulated damages for each additional closure. Should the amount otherwise due the Contractor be less than the amount of such ascertained and liquidated damages, the Contractor and his Surety shall be liable to the Owner for such deficiency.

Liquidated damages for Project Completion and Phase A Runway Closure shall be independently calculated, if contract time has been exceeded for multiple items.

It is understood and agreed by and between the Owner and the Contractor that the time of completion herein set out is a reasonable time. The Contractor shall perform fully, entirely, and in an acceptable manner, the work contracted for within the contract time stated in the Contract. The contract time shall be counted from ten days after the effective date of the "Notice to Proceed", or the date work commences, whichever occurs first; and shall include all Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of any orders of the Engineer for suspension of the prosecution of the work, due to the fault of the Contractor, shall be counted as elapsed contract time, and shall not be considered for an extension of time.

Extensions of time for completion, under the condition of 3(a) next below, will be granted; extensions may be granted under other stated conditions:

1. If the satisfactory execution and completion of the Contract shall require work or material in greater amounts or quantities than those set forth in the Contract, then the Contract time shall be increased in the same proportion as the additional work bears to the original work contracted for.
3. An average or usual number of inclement weather days, when work cannot proceed, is to be anticipated during the construction period and is not to be considered as warranting extension of time. These include days with a mean temperature lower than 32°F and days with more than 0.1" of precipitation. Days with more than 0.5" of precipitation are counted as two days. The days included in the contract time for Normal Weather-Related Events and holidays are as follows:

(On A Monthly Basis)

Month	Normal Weather-Related Events	Holidays
January	15	2
February	14	1
March	9	0
April	8	0
May	10	1
June	6	0
July	6	1
August	5	0
September	7	1
October	8	1
November	8	2
December	14	2

If, however, it appears that the Contractor is delayed by conditions of weather, outside of normal weather-related events detailed in the proceeding table, extensions of time may be granted.

3. Should the work under the Contract be delayed by other causes which could not have been prevented or contemplated by the Contractor, and which are beyond the Contractor's power to prevent or remedy, an extension of time may be granted. Such causes of delay shall include but not necessarily be limited to the following:
 - a. Acts of God, acts of the public enemy, acts of the Owner except as provided in these Specifications, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.
 - b. Any delays of Subcontractors or suppliers occasioned by any of the causes specified above.

The Engineer or other authorized representative of the Owner shall keep a written record sufficient for determination as to the inclusion of that day in the computation of Contract time. This record shall be available for examination by the Contractor during normal hours of work as soon as feasible after the first of each construction month. In case of disagreement between the representative of the Owner and the Contractor, as to the classification of any day, the matter shall be referred to the Owner whose decision shall be final.

If the Contractor finds it impossible for reasons beyond his control to complete the work within the Contract time as specified, or as extended in accordance with the provisions of this subsection, he may, at any time prior to the expiration of the Contract time as extended, make a written request to the Engineer for an extension of time setting forth the reasons which he believes will justify the granting of his request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Engineer finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, he may recommend to the Owner that the contract time be extended as conditions justify. If the Owner extends the contract, the extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

The amount of all extensions of time for whatever reason granted shall be determined by the Owner. In general, only actual and not hypothetical days of delay will be considered. The Owner shall have authority to grant additional extensions of time as the Owner may deem justifiable.

C-07 CARE OF WORK

The Contractor shall avoid damage, as a result of his operations, to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, equipment, etc., and he shall at his own expense completely repair any damage thereto caused by his operations, to the satisfaction of the Owner and Engineer. After damage discovery, the Contractor shall immediately coordinate with the Owner and the Engineer on the complete repair and/or replacement work required. Following written notice of work required, the Contractor shall expeditiously begin and finish this work with all labor and materials required. All repair and/or replacement work, labor, and materials shall be supplied and installed by the Contractor. If the Contractor fails to promptly perform the repair work and correct all deficiencies, the Owner shall have the option of remedying the defects and any expenses incurred by the Owner shall be withheld from the Contractor's payments.

C-08 QUALITY ASSURANCE/MATERIALS TESTING

The Owner shall be responsible for quality assurance testing as stated in these specifications; however, the Contractor shall be responsible for payment of any subsequent tests made necessary by previous unsatisfactory tests. In this event, the Owner's quality assurance representative shall conduct the additional testing and payment for such tests shall be directly deducted from the Contractor's payment. The Contractor shall pay for additional testing at the Owner's contract rate.

C-09 RECORD DOCUMENTS

The Contractor shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, Shop Drawings and samples at the site, in good order, and annotated to show all changes made during the construction process. In addition, the Contractor shall note any differences between locations of underground existing facilities shown in the plans and the actual location located during construction. These record documents shall be available to the Engineer for examination and shall be delivered to the Engineer upon completion of the work.

C-10 CONTRACTOR/SUBCONTRACTOR/SUPPLIER LEGAL DISPUTES

Any fees, expenses, charges, fines or other costs borne by the Owner as a result of legal disputes or lawsuits between the contractor and his subcontractors, or between the contractor and his suppliers, shall be deducted from monies due or which may thereafter become due the contractor.

C-11 GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements embraced in this contract by the Owner or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting there, which shall appear within a period of 12 months from the date of final acceptance of the work. The Contractor will be responsible for all costs associated with construction observation and oversight for the repair work. The Owner will give notice of defective materials and work with reasonable promptness. In the event repair work is required, the Contractor shall remedy any defects and pay for any damage to other work resulting there, which shall appear within a period of 12 months from the date of the acceptance of the repair work.

C-12 CONTRACTOR'S RELEASE AND AFFIDAVIT

At the project's completion, the Contractor shall execute the attached Release and Lien Waiver to release all claims against the Owner arising under and by virtue of his Contract. The date of the Release shall be that agreed to for the final acceptance of the project with the Owner.

C-13 SUBMITTALS

The Contractor shall prepare and submit information required by the individual Specification sections sufficiently in advance of the related work to allow an appropriate review time by the Engineer. The types of submittals are indicated in the individual Specification sections.

During the preconstruction conference, the Contractor shall review his submittal schedule and procedures, including notifying the Engineer whether electronic submittals or paper submittals will be provided for all submittal packages in the project. Mixing of package types will not be allowed. The Contractor shall provide one of the following submittal package types:

1. Submit electronic submittals via email as PDF electronic files directly to the Engineer's designated representative, or post these PDF electronic files directly to the Engineer's FTP site specifically established for this project. Electronic submittals shall be in Adobe Acrobat (*.PDF) format and shall be legible when printed.
2. Submit six (6) paper submittal copies via mail or other courier service to the Engineer's designated representative.

Submittals shall be neat, organized, and easy to interpret. Assemble complete submittal package into a single indexed electronic file or hard cover bound book, incorporating submittal requirements of an individual Specification section, the transmittal form with unique submittal numbering system, and electronic links or tabs enabling navigation to each item. Unless approved otherwise by the Engineer, all submittals for the individual Specification section shall be submitted at one time.

Submittals must come directly from the Prime Contractor; submittals from subcontractors or suppliers will not be reviewed.

Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review. Faxed submittals or submittals with extremely small or otherwise unreadable print will not be accepted. Submittals not required by the Contract Documents will be returned by the Engineer without action.

The Contractor shall retain complete copies of submittals on project site. Use only final submittals that are marked with approval notation from Engineer's submittal review stamp with comments form.

Resubmittals shall continue the unique, sequential, submittal numbering system. Resubmittals without unique numbering, example resubmittals transmitted as 005A or 005REV, are unacceptable and will be returned un-reviewed.

C-14 STORMWATER POLLUTION PREVENTION PLAN

The Contractor shall note that storm water and precipitation runoff from construction activities is regulated by the Arkansas Department of Environmental Quality (ADEQ) and that construction sites where soils are disturbed are required to be permitted in accordance with General Permit Number ARR150000. This regulation is mandated by Title 40 *Code of Federal Regulations* (CFR) 122.26. The contractor shall be responsible for the preparation (permit to be obtained in the Owner's name), fees, implementation, records, and all other requirements of the Stormwater Pollution Prevention Plan (SWPPP). The contractor shall be responsible to the Owner for the payment of any fines that may be imposed upon the Owner for failure to follow stormwater regulations and/or the SWPPP. The SWPPP shall be submitted to the Owner for review and signature prior to construction and/or prior to submission of the document to ADEQ (if required). The regulation may allow an exemption for some construction sites under a certain size. However, the exemption is not automatic and does not relieve the contractor from contacting ADEQ, and making his own arrangements for such an exemption. The contractor shall have a valid permit in place or shall provide evidence of an exemption to the Owner before any construction begins. There will be no separate

measurement or payment for any facilities, materials, or equipment needed by the contractor to comply with the permit.

C-15 WAGE RATES

The Davis Bacon minimum wage rates for this project are as follows:

General Decision Number: AR160172 01/08/2016 AR172

Superseded General Decision Number: AR20150172

State: Arkansas

Construction Type: Heavy
Heavy Construction

County: Washington County in Arkansas.

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date
0 01/08/2016

ENGI0624-003 01/01/2014

	Rates	Fringes
Operating Engineer:		
Roller (Dirt and Grade Compaction).....	\$ 24.30	11.30

* PAIN0424-007 07/01/2015

	Rates	Fringes
PAINTER: Brush and Roller.....	\$ 17.30	5.92

SUAR2008-169 11/21/2008

	Rates	Fringes
CARPENTER.....	\$ 12.94	0.00
CEMENT MASON/CONCRETE FINISHER.....	\$ 11.00	0.68
ELECTRICIAN.....	\$ 20.61	3.92
IRONWORKER, REINFORCING.....	\$ 17.38	0.00
LABORER: Common or General.....	\$ 9.94	0.00

LABORER: Mason Tender - Cement/Concrete.....	\$ 11.67	0.00
LABORER: Pipelayer.....	\$ 9.78	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 16.00	0.00
OPERATOR: Bulldozer.....	\$ 14.33	1.75
OPERATOR: Crane.....	\$ 19.26	0.00
OPERATOR: Loader (Front End).....	\$ 12.94	0.00
OPERATOR: Mechanic.....	\$ 17.25	0.00
OPERATOR: Piledriver.....	\$ 17.21	0.00
OPERATOR: Scraper.....	\$ 9.00	0.00
OPERATOR: Tractor.....	\$ 11.13	0.00
OPERATOR: Trencher.....	\$ 14.76	0.00
PAINTER: Spray.....	\$ 20.15	3.50
TRUCK DRIVER.....	\$ 9.00	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- an existing published wage determination
- a survey underlying a wage determination
- a Wage and Hour Division letter setting forth a position on a wage determination matter
- a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

END OF SPECIAL PROVISIONS

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RELEASE OF LIEN

FROM: Contractor's Name _____

Address _____

TO: Owner's Name _____

Address _____

DATE OF CONTRACT: _____

Upon receipt of the final payment and in consideration of that amount, the undersigned does hereby release the Owner and its agents from any and all claims arising under or by virtue of this Contract or modification thereof occurring from the undersigned's performance in connection with the

project.

Contractor's Signature

Title

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission Expires:

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CONTRACTOR'S AFFIDAVIT

FROM: Contractor's Name _____

Address _____

TO: Owner's Name _____

Address _____

DATE OF CONTRACT: _____

I hereby certify that all claims for material, labor, and supplies entered into contingent and incident to the construction or used in the course of the performance of the work on _____

have been fully satisfied.

Contractor's Signature

Title

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission Expires:

The Surety Company consents to the release of the retained percentage on this project with the understanding that should any unforeseen contingencies arise having a right of action on the bond that the Surety Company will not waive liability through the consent to the release of the retained percentage.

Dated _____
Surety Company

By _____
Resident Agent, State of Arkansas

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ITEM SS-100 CONSTRUCTION SAFETY AND PHASING PLAN (CSPP)

DESCRIPTION

100-1.1 This item includes notes in reference to construction safety and phasing for the project. This item shall be used in conjunction with all Construction Safety Drawings and Construction Safety and Phasing Notes in the plans.

CONSTRUCTION SAFETY AND PHASING NOTES

100-2.1 COORDINATION.

a. Contractor Progress Meetings - The Owner, Engineer, and Contractor will hold progress meetings on a coordinated schedule during construction. Operational safety will be a standing agenda item in such meetings.

b. Scope or Schedule Changes - The Owner and/or Engineer will call such coordination conferences as may seem expedient to him for the purpose of assuring coordination of the work covered by this contract and/or scope or schedule changes. The Contractor shall attend all such conferences.

c. FAA ATO Coordination - Coordination with the FAA ATO for the required shutdown of FAA owned facilities for this project has been completed. Any additional coordination with the FAA ATO will be handled by Garver or the Airport Manager.

100-2.2 PHASING. During performance of this project, the airport's runways, taxiways, and aircraft parking aprons shall remain in use by aircraft to the maximum extent possible. The project is phased to reduce operational impacts at the airport.

a. Phase Elements – If necessary for each phase, the construction safety drawings detail the areas closed to aircraft operations, estimated duration of closures, taxi routes, ARFF access routes, construction staging areas, construction access and haul routes, NAVAID impacts, lighting and marking changes, available runway length, declared distances, hazard marking and lighting, and required lead time for NOTAMS.

b. Construction Safety Drawings – See sheets G-201 through G-205 of the construction plans for construction safety notes and drawings.

100-2.3 AREAS OF OPERATIONS AFFECTED BY CONSTRUCTION ACTIVITY.

a. Identification of Affected Areas – See the table below and the construction safety drawings for areas affected by construction for each phase.

Operational Requirement	Existing Condition	Phase A	Phase B	Phase C	Phase D
Runway 16-34	Open	Closed between 22:00 and 06:00	Open	Open	Open
Runway 16 Approach Minimums	1 Mile	N/A During Closure	1 Mile	1 Mile	1 Mile
Runway 34 Approach Minimums	1 Mile	N/A During Closure	1 Mile	1 Mile	1 Mile
Runway 16 Approach Procedures	GPS, LOC, VOR	N/A During Closure	GPS, LOC, VOR	GPS, LOC, VOR	GPS, LOC, VOR
Runway 34 Approach Procedures	GPS, LDA, VOR	N/A During Closure	GPS, LDA, VOR	GPS, LDA, VOR	GPS, LDA, VOR
Runway 16 NAVAIDS	ODALS, PAPI, REIL, LDA	N/A During Closure	ODALS, PAPI, REIL, LDA	ODALS, PAPI, REIL, LDA	ODALS, PAPI, REIL, LDA
Runway 34 NAVAIDS	ODALS, PAPI, REIL, Localizer	N/A During Closure	ODALS, PAPI, REIL, Localizer	ODALS, PAPI, REIL, Localizer	ODALS, PAPI, REIL, Localizer
Taxiway A	Open	Closed	Open	Open	Closed
Taxiway B	Open	Closed	Closed North of TW E	Closed South of TW E	Open
Taxiway C	Open	Closed	Closed West of RW 16-34	Open	Closed East of RW 16-34
Taxiway D	Open	Closed	Closed West of RW 16-34	Open	Open
Taxiway E	Open	Closed	Open	Open	Closed East of RW 16-34
Taxiway F	Open	Closed	Open	Closed West of RW 16-34	Open
Taxiway G	Open	Closed	Open	Open	Closed

b. Mitigation Efforts - See the table above and the construction safety drawings for mitigation efforts of operations affected by construction.

100-2.4 PROTECTION OF NAVIGATION AIDS (NAVAIDS). The Contractor must not conduct any construction activity within navigational aid restricted areas without prior approval from the local FAA Airway Facilities Sector representative. Navigational aids include instrument landing system components and very high-frequency omni-directional range airport surveillance radar. Such restricted areas are depicted on the construction safety drawings.

100-2.5 CONTRACTOR ACCESS.

a. Location of Stockpiled Materials - No personal vehicles of contractor's employees will be allowed inside the secured area of the airport. All material deliveries shall be received in the staging area reserved by the contractor. No delivery trucks will be allowed access to a secured area of the airport beyond this staging area. Stockpiled materials and equipment are not permitted within the active runway safety area and obstacle free zone. The contractor shall receive approval from the Engineer and FAA air spacing office prior to locating stockpiles or equipment within the object free area, safety area, or obstacle free zone. No stockpile shall be greater than 15-ft in height.

b. Vehicle and Pedestrian Operations - See the construction safety drawings for construction site parking, equipment storage areas, and access and haul routes. Vehicular traffic shall always yield to aircraft traffic.

When any vehicle, other than one that has prior approval from the airport operator, must travel over any portion of an aircraft movement area, it will be escorted and properly identified. To operate in those areas during daylight hours, the vehicle must have a flag or beacon attached to it. Any vehicle operating on the movement areas during hours of darkness or reduced visibility must be equipped with a flashing dome-type light, the color of which is in accordance with local or state codes.

All construction vehicles shall be clearly identified for control purposes by prominently displaying the company name on each side of the vehicle. The identification symbols should be a minimum 8-inch block-type characters of a contrasting color and easy to read. They may be applied either by using tape or a water-soluble paint to facilitate removal. Magnetic signs are also acceptable. In addition, vehicles must display identification media.

At 14 CFR Part 139 certified and towered airports, all vehicle operators having access to the movement area must be familiar with airport procedures for the operation of ground vehicles and the consequences of noncompliance or be escorted by someone who is.

All construction personnel must be in possession of a valid airport identification badge at all times. If a temporary badge is issued by the airport, construction personnel shall be in possession of photo identification at all times. Any person who is escorting individuals must be in direct control of the escorted individuals at all times. Any person who has been issued a badge, but is not in possession of the badge, may not enter the secured area of the airport. Airport identification badges may be obtained at the location during regular scheduled times for issuance of badges. There is a \$10.00 charge for issuance of the badge. Any badges that are lost will be subject to a \$10.00 charge and all badges must be returned to the airport upon completion of the project unless directed otherwise by the airport. Any fine, including any and all associated costs, assessed the airport for failure to maintain security of the airport which are a result of the negligence of the prime contractor, any of his subcontractors, or any supply/delivery personnel, will be assessed to the prime contractor and shall be deducted from any monies due him.

Vehicular traffic located in the vicinity of an active movement area must have a working two-way radio in contact with the control tower. The driver, through personal observation, should confirm that no aircraft is approaching the vehicle position. The Contractor is required to continuously monitor the airport traffic control tower (Tower Frequency: 128.00) between the hours of 0600 and 2200. The Contractor is required to monitor the common traffic advisory frequency (CTAF) while the airport traffic control tower is closed (CTAF Frequency: 128.00) between the hours of 2200 and 0600.

c. Control of Gates - The Contractor shall be responsible for maintaining the security of the access gates by keeping the access gate locked or guarded at all times. Should the Contractor fail, at any time, to keep the access gate locked or guarded, there shall be a fine of \$200.00 assessed to the Contractor, for each occurrence that the Contractor fails to maintain the security of the access gate. All fines assessed to the Contractor shall be deducted from any monies due to him/her.

100-2.6 WILDLIFE MANAGEMENT. The Contractor shall also review AC 150/5200-33, hazardous wildlife attractants on or near airports, and CertAlert 98-05, grasses attractive to hazardous wildlife (www.faa.gov). The Contractor shall carefully control and continuously remove waste or loose materials that might attract wildlife. Contractor personnel must be aware of and avoid construction activities that can create wildlife hazards on airports. The contractor shall mitigate the following items.

- a. Trash - The Contractor shall perform trash clean-up on a daily basis.
- b. Standing Water - The Contractor provide temporary drainage during construction to avoid standing water.
- c. Tall Grass and Seeds - The Contractor shall adhere to the requirements of Section T-901, Seeding of the contract documents and specifications.
- d. Poorly Maintained Fencing and Gates - The Contractor shall immediately report any damage to gates or fences. The Contractor will be responsible for repairs to any gates or fences caused by negligence by the Contractor.
- e. Disruption of Existing Wildlife Habitat - The Contractor shall notify the airport immediately of any wildlife sightings.

100-2.7 FOREIGN OBJECT DEBRIS (FOD) MANAGEMENT.

The Contractor shall ensure that the pavement surfaces in the active movement area are kept clean from dirt, mud, and other debris from the Contractor's equipment. Frequent clean up in the vicinity of Contractor's work areas is required.

The Contractor shall require vehicle operators to check tires prior to traversing active airfield pavement. Any material tracked onto an active airfield pavement by construction equipment shall be immediately removed. See AC 150/1510-24, foreign object debris (FOD) management (www.faa.gov) for further instruction.

100-2.8 HAZARDOUS MATERIALS (HAZMAT) MANAGEMENT.

If any construction vehicle or equipment is operated within airport property, the Contractor must be adequately prepared to expeditiously contain and clean-up spills resulting from fuel or hydraulic fluid leaks. Special care must also be taken when handling or transporting hazardous materials on airport property. The contractor shall notify the Engineer immediately after any hazardous material spill. Management of hazardous wastes must strictly follow the most current stringent Federal, State and local regulations governing treatment, storage, and disposal. See AC 150/5320-15, management of airport industrial waste (www.faa.gov), for further instruction.

100-2.9 NOTIFICATION OF CONSTRUCTION ACTIVITIES.

- a. List of Responsible Representatives - A point of contact list will be completed as part of ITEM SS-101 Safety Plan Compliance Document (SPCD) and will be delivered to all parties prior to construction.
- b. Notices to Airmen (NOTAM) - Before beginning any construction activity, the Contractor must, through the airport operator, give notice using the NOTAM system of proposed location, time, and date of commencement of construction. Upon completion of work and return of all such areas to standard conditions, the Contractor must, through the airport operator, verify the cancellation of all notices issued via the NOTAM system. Contractor shall notify the construction observer at least 7 days in advance of any closure to provide adequate time to coordinate the issuance of the NOTAM with the airport operator.
- c. Emergency Notification Procedures - In the event of an emergency, the Contractor shall call 911 and immediately notify the Engineer and airport staff.

d. Notification to the FAA - The Contractor shall ensure, through the Engineer, that all construction equipment over 15-ft in height is air spaced through the appropriate FAA regional or district office prior to using such equipment on site.

Shutdown of any NAVAID (airport or FAA owned) shall be coordinated with the FAA ATO 45 days prior to the proposed shutdown. The Contractor shall provide an additional seven days advance notice to the airport to coordinate with the FAA ATO Tech Ops office responsible for the FAA facilities.

100-2.10 INSPECTION REQUIREMENTS.

a. Daily Inspections - The Contractor shall perform daily safety inspections to ensure all construction operations are in conformance with the CSPP.

b. Final Inspections - Prior to opening any portion of the airport to traffic, the Contractor, Engineer, and airport operator shall perform a safety inspection of the area to be opened to traffic to ensure conformance with the CSPP and FAA standards.

100-2.11 UNDERGROUND UTILITIES. Underground utilities exist within and adjacent to the limits of construction. An attempt has been made to locate these utilities on the plans. However, all existing utilities may not be shown and the actual locations of the utilities may vary from the locations shown. Prior to beginning any type of excavation, the contractor shall contact the utilities involved and make arrangements for the location of the utilities on the ground. The contractor shall maintain the utility location markings until they are no longer necessary.

Arkansas state law, the underground facilities damage prevention act, requires two working days advance notification through the one-call system center before excavating using mechanized equipment or explosives (except in the case of an emergency). The one-call system phone number is 1-800-482-8998. The contractor is advised that there is a severe penalty for not making this call. Not all utility companies are members of the Arkansas one-call system; therefore, the contractor is advised to contact all non-member utilities as well as the one-call system.

100-2.12 PENALTIES. Failure of the Contractor (including employees) or any of his subcontractors (including employees) to comply with ATCT instructions or any of the other requirements of the airport while operating on airport property, shall be subject to the following:

a. First Offense - The Contractor shall receive a fine of \$1,000.00, and the vehicle operator will receive a loss of driving privileges on the airport. In addition, any fines or penalties imposed on the airport as a result of the incident will be assessed to the Contractor.

b. Second Offense - The Contractor shall receive a fine of \$5,000.00 to be deducted from any monies due him, and the vehicle operator will receive a loss of driving privileges on the airport. In addition, any fine or penalties imposed on the airport as a result of the incident will be assessed to the contractor.

c. Third Offense - Work will be suspended. The Contractor (including employees) and any of his subcontractors (including employees) who will operate ground vehicles on the airport shall successfully complete, for a second time, formalized airport safety training, to be conducted by airport staff. When the contractor's employees have completed airport safety training to the satisfaction of the owner, work may continue at the discretion of the Owner.

100-2.13 SPECIAL CONDITIONS.

None noted.

100-2.14 RUNWAY AND TAXIWAY VISUAL AIDS.

a. General - All airport markings, lighting, signs, and visual NAVAIDs that are in operation must be clear from all obstructions. All temporary markings, signs, lights, or other visual aids must be secured in place to prevent prop wash, jet blast, wing vortices, or other wind currents.

b. Markings - All temporary or permanent runway and taxiway visual aids shall conform to the requirements of the most recent edition of FAA AC 150/5340-1 (www.faa.gov). Markings for this project include the following:

i. Temporarily Closed Runways – The Contractor shall be responsible for furnishing, installing, and maintaining runway closure markers on top of the runway designation markers. See details on construction safety drawings for closed runway marker detail. Runway closure markers shall be kept on site and only placed on the runway if the runway is kept closed within two (2) hours prior to sunrise.

ii. Temporarily Closed Taxiways – The Contractor shall be responsible for furnishing, installing, and maintaining taxiway closure markers at the entrance to the closed taxiway from the adjacent runway. The taxiway closure markers shall be installed inside the runway safety area. The contractor shall also furnish and install low profile barricades at the entrance to the closed taxiway from an adjacent taxiway. Barricades shall be installed outside all active taxiway safety areas. See details on construction safety drawings for closed taxiway marker and low-profile aircraft barricade details.

c. Lighting and Visual Aids – All temporary lighting for runway and taxiway systems shall conform to the requirements of the most recent edition of FAA AC 150/5340-30 and 150/5345-50 (www.faa.gov). The contractor shall be responsible for disconnecting isolation transformers associated with any runway or taxiway light fixtures that are being disconnected.

d. Signs - The Contractor shall install all signs in accordance with the most recent edition of FAA AC 150/5345-44 and 150/5340-18. Any sign that is not performing its normal function must be covered or removed to prevent misleading pilots.

100-2.15 MARKING AND SIGNS FOR ACCESS ROUTES. The contractor shall be responsible for supplying and installing all necessary markings and signage for all access routes to and from the site to be used by contractor personnel, subcontractor personnel, or delivery operations. All signage in the air operations area shall be frangible mounted.

100-2.16 HAZARD MARKING AND LIGHTING

a. Purpose - Hazard marking and lighting prevents pilots from entering areas closed to aircraft and prevents contractor personnel from entering areas open to aircraft.

b. Equipment - The contractor shall furnish, install, and maintain low-profile barricades in hazardous areas inside movement areas. Barricades shall restrict access and make hazards obvious to aircraft, personnel, and vehicles. During periods of low visibility and at night, barricades shall be equipped with red flashing or steady burning lights. The spacing of barricades shall be such that a breach is physically prevented barring a deliberate act. If barricades are intended to prevent pedestrians, then they shall be linked. See details on construction safety drawings for low-profile aircraft barricade detail.

100-2.17 PROTECTION OF SAFETY AREAS, OBJECT FREE AREAS, OBJECT FREE ZONES, AND APPROACH/DEPARTURE SURFACES:

a. Runway Safety Areas (RSA) - No work shall be permitted within an active RSA. If required, adjustments to the RSA dimensions through restricted operations shall be coordinated with the FAA airports regional or district office prior to construction. The Contractor shall insure adequate distance protection for blast projection, as needed. All open trenches or excavations within the limits of the RSA shall be back filled or covered prior to opening the runway to operations. In addition, erosion control measures shall be provided in the RSA to prevent ruts, humps, or depressions inside the limits of the RSA.

b. Runway object free areas (ROFA) - No material shall be stockpiled inside the limits of the active ROFA unless approved by air spacing through the appropriate FAA airports regional or district office.

c. Taxiway safety areas (TSA) - No work shall be permitted within an active TSA. If required, adjustments to the taxiway TSA dimensions through restricted operations shall be coordinated with the FAA airports regional or district office prior to construction. All open trenches or excavations within the limits of the TSA shall be back filled or covered prior to opening the taxiway to operations. In addition, erosion control measures shall be provided in the TSA to prevent ruts, humps, or depressions inside the limits of the TSA.

d. Taxiway Object Free Areas (TOFA) - No construction shall be permitted inside an active TOFA unless the taxiway has been restricted to operations requiring a TOFA equal to that of the TOFA available. If required, construction may be permitted inside the TOFA if the taxiway centerline markings are offset with centerline reflectors or lighting, or appropriate NOTAMs are issued. Construction may also be permitted inside the TOFA if a five foot wing tip clearance is maintained for all construction equipment and vehicles. In this scenario, flaggers and wing walkers must be used to direct traffic through the construction site.

e. Obstacle Free Zone (OFZ) - No personnel, material, or equipment shall penetrate the OFZ while the runway is open to operations. The dimensions of the OFZ are as defined in FAA AC 150/5300-13 (www.faa.gov).

f. Approach/Departure Surfaces - All contractor personnel, materials, and equipment shall remain clear of the applicable threshold siting surfaces as defined in Chapter 3 of FAA AC 150/5300-13 (www.faa.gov). Construction activities that require penetration into the threshold siting surface shall be accomplished through displacing or partially closing the runway. Such construction activities shall require coordination with the FAA airports regional or district office.

100-2.18 OTHER LIMITATIONS ON CONSTRUCTION

a. Prohibitions - The use of tall equipment (i.e. cranes, concrete pumps) shall not be permitted unless approved by the engineer and proper coordination for FAA aeronautical study is completed. The submittal for this coordination shall take place at least 45 days prior to anticipated use.

Electrical blasting caps shall not be permitted within 1,000-ft of the airport property. Flare pots are not permitted within the air operations area.

MEASUREMENT AND PAYMENT

100-3.1 Adherence to the requirements of the CSPP will not be measured for separate payment.

END OF ITEM SS-100

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ITEM SS-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: Taxiway Lighting 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:
LIST ALL SUBS	

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 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".

MEASUREMENT AND PAYMENT

110-3.1 Standard Specifications will not be measured for separate payment.

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 and Runway Markings
3. Contractor's Access/Haul Road
4. Contractor's Staging Areas
5. Airport Security Requirements
6. Airport Safety Requirements
7. Instrument Control
8. Removal and Disposal of Structures
9. 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 AND RUNWAY MARKINGS. The Contractor shall furnish, install, maintain, and remove closed taxiway and runway markings and lighted barricades in accordance with details on the plans and as directed by the Engineer. The closed runway and 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 and runway markings shall be constructed in accordance with AC 150/5370-2F Operational Safety on Airports During Construction.

All work involved in the furnishing, installation, maintenance, and removal of lighted barricades, barrels and closed runway and 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 INSTRUMENT CONTROL. The Contractor will be furnished survey baselines and benchmarks to control the work as shown on the Plans. The Contractor shall be responsible for the additional instrument control necessary to layout and construct the work. The Contractor shall provide the instrument control as provided for in Section 50 of the General Provisions. The Contractor's instrument control of the work shall not be measured for separate payment, but will be considered subsidiary to the bid item "Site Preparation".

120-2.8 REMOVAL AND DISPOSAL OF STRUCTURES. This work shall consist of the removal and satisfactory disposal of utility poles; signs, sign supports, sign foundations; curb and curb and gutter; fence; driveways; guardrail; retaining walls; sidewalks; Portland cement concrete or asphalt concrete pavements; manholes; drainage structures (including reinforced concrete channels, headwalls, and wingwalls); concrete or masonry foundations (including foundations of poles or signs to be removed) or slabs; concrete ducts and pipe culverts, 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.

Existing concrete ducts and parts thereof that interfere with the new construction shall be removed.

Existing pipe culverts or parts thereof that interfere with the new construction shall be removed.

Where existing pipe culverts are to be extended or otherwise incorporated into the new work, only such part of the existing structure shall be removed as to provide a proper connection to the new work. The connecting edges or joints shall be cut, chipped, and trimmed to the required lines and grades without weakening or damaging the part of the structure to be retained.

For a pipe culvert extension, the headwall and the attached end joint of concrete pipe or the flared end section on all types of pipe shall be removed to accommodate the extension. This work will not be paid for directly but will be considered included in the items involved in the culvert extension. This item includes any additional construction required to connect existing pipes to the constructed drainage system.

Trenches or voids resulting from the removal or demolition of existing culverts or other structures shall be filled with approved material placed in layers in accordance with Item P-152.

Masonry and reinforced concrete foundations shall be obliterated, or if in fill sections, may be left in place if covered by not less than 2 feet of embankment.

Concrete foundations for poles to be removed shall be obliterated to a depth of 2 feet below finished grade or as required to accommodate new construction.

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".

120-2.9 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.

Partial payments will be allowed as follows:

- a. With first pay request, 25%.
- b. When 25% or more of the original contract is earned, an additional 25%.
- c. When 50% or more of the original contract is earned, an additional 40%.
- d. After Final Inspection, Staging area clean-up and delivery of all Project Closeout materials as required by the Engineer, the final 10%.

Payment will be made under:

Item SS-120-3.1 Site Preparation - per Lump Sum

END OF ITEM SS-120

ITEM SS-300 BASIC ELECTRICAL REQUIREMENTS

DESCRIPTION

300-1.1 This item shall consist of furnishing and installing complete electrical systems as defined in the plans and in these specifications. The work includes the installation, connection and testing of new electrical systems, equipment and all required appurtenances to construct and demonstrate proper operation of the completed electrical systems.

300-1.2 The Contractor shall maintain current copies of all referenced and applicable advisory circulars and standards on the job site. The Contractor is responsible to make known to the Engineer any conflict between plans and specifications that he observes or of which he is made aware.

300-1.3 This work shall consist of lockout/tagout and constant current regulator calibration procedures at the airport electrical vault in accordance with the design and details shown in the plans and in compliance with these specification documents.

EQUIPMENT AND MATERIALS

300-2.1 STANDARDS.

- a. Applicable National Fire Protection Association (NFPA) codes, including but not limited to:
 - (1) NFPA 70 - National Electrical Code.
 - (2) NFPA 70E - Standard for Electrical Safety in the Workplace.
 - (3) NFPA 101 - Life Safety Code.
 - (4) Internet Website: <http://www.nfpa.org>
- b. Applicable Code of Federal Regulations (CFR) codes, including but not limited to:
 - (1) 29 CFR 1910 - Occupational Safety and Health Standards (OSHA)
 - (2) 29 CFR 1926 - Safety and Health Regulations for Construction.
 - (3) Internet Website: <http://www.gpoaccess.gov/cfr/index.html>
- c. ANSI/IEEE C2 - National Electrical Safety Code.
- d. NECA 1 – Standard for Good Workmanship in Electrical Construction.
- e. Applicable Federal, State and Local Electrical Codes.
- f. Applicable Federal, State and Local Energy Codes.
- g. Applicable Federal, State and Local Building Codes.
- h. Applicable Federal, State and Local Fire Codes.
- i. Applicable City Electrical Code.
- j. Applicable City Ordinances pertaining to electrical work.
- k. Applicable Federal, State and Local - Environmental, Health and Safety Laws and Regulations.

Contractor shall utilize the most current editions of standards, which are current at time of bid and as recognized by the Authority Having Jurisdiction for the respective standard.

300-2.2 GENERAL.

a. Airport lighting equipment and materials covered by Federal Aviation Administration (FAA) specifications shall be certified and listed under Advisory Circular (AC) 150/5345-53, Airport Lighting Equipment Certification Program, current version on the date that the submittals are received by the Engineer.

b. Airport lighting equipment and materials shall also meet the Buy American Preference requirements in 49 USC 50101 and the Aviation Safety and Capacity Expansion Act. The equipment shall be approved and listed on the FAA "Equipment Meeting Buy American Requirements" list located at

www.faa.gov/airports/aip/procurement/federal_contract_provisions/, current version on the date that the submittals are received by the Engineer, or the Contractor may submit a signed formal letter from the manufacturer that clearly lists the specific equipment, model number, location where it is manufactured, and statement certifying that the equipment and/or materials meet the Buy American Preference requirements.

c. All other equipment and materials covered by other referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification when requested by the Engineer. All equipment and materials shall be new and meet applicable manufacturer's standards. All other electrical components and products, not covered under the FAA equipment certification program, shall be tested and listed by an OSHA accepted, nationally recognized testing laboratory (NRTL) to conform to the standards indicated in these contract documents and to the industry standards required in the NEC, NEMA, IEEE, and applicable FAA advisory circulars.

d. Manufacturer's certifications shall not relieve the Contractor of the Contractor's responsibility to provide materials in accordance with these specifications and acceptable to the Engineer. Materials supplied and/or installed that do not materially comply with these specifications shall be removed, when directed by the Engineer and replaced with materials, which do comply with these specifications, at the sole cost of the Contractor.

e. All materials and equipment used to construct this item shall be submitted to the Engineer for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify pertinent products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Submittals for components or electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be boldly and clearly made with arrows or circles (highlighting is not acceptable). Contractor is solely responsible for delays in project accruing directly or indirectly from late submissions or resubmissions of submittals.

f. The data submitted shall be sufficient, in the opinion of the Engineer, to determine compliance with the Contract Documents plans and specifications. The Engineer reserves the right to reject any and all equipment, materials or procedures, which, in the Engineer's opinion, does not meet the system design and the standards and codes, specified herein.

g. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least twelve (12) months from final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

- (1) All LED light fixtures, with the exception of obstruction lighting, shall be warranted by the manufacturer for a minimum of 4 years after date of installation, final acceptance testing by the Engineer, and Owner's beneficial use of the equipment, inclusive of all electronics. Refer to FAA Engineering Brief No. 67D for additional requirements.

h. Refer to Special Provisions item C-12 Submittals for electronic or paper submittal requirements for Engineer's review.

i. After approval of submitted equipment, the Contractor shall supply the following Operation and Maintenance Manual documentation to the Owner. Two (2) complete sets of documentation shall be supplied for each model of equipment. The documentation shall be securely bound in heavy-duty 3-ring binders. The information for each piece of equipment shall be indexed using typewritten label tabs. The spine of each binder shall have a typewritten label, which indicates the included equipment types. The documentation shall include:

- (1) Approved Submittals and Shop Drawings
- (2) Cable Splicer Qualifications, Type and Voltage
- (3) State Contractors License with Electrical Classification
- (4) Master, Journeyman and Apprentice Electrician Licenses and Certifications
- (5) Lockout/Tagout Program
- (6) Regulator Load and Calibration Reports for testing, checking and adjusting all regulators in the electrical vault
- (7) Megger Test Reports
- (8) Installation Manuals
- (9) Operation Manuals
- (10) Maintenance Manuals
- (11) Parts Lists, including recommended spare parts. Recommended spare parts shall be furnished with the respective equipment.

j. After approval of the O&M Manuals, the Contractor shall provide three (3) complete electronic copies of all documentation in Adobe PDF file format on CD-R (non-rewriteable) discs storage media. The electronic files shall contain searchable text and include a hyperlink index for ease in locating information with the PDF file.

k. All requirements herein Item SS-300 shall be applicable to all referenced sections in these contract documents and applicable to all sections which reference Item SS-300.

l. The Contractor is the single source of responsibility for the installation and integration of the airport's lighting, power, and control systems. New airport lighting equipment and materials shall be fully compatible with all other new and existing airport lighting equipment and systems. Any non-compatible components furnished by the Contractor shall be replaced at no additional cost to the Owner with a similar unit that is approved by the Engineer and compatible with the remainder of the airport lighting system.

300-2.3 OPERATION AND MAINTENANCE DATA.

Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment. Provide bound hard copies and electronic copies as noted in section 300-2.2.

a. Certificate of Substantial Completion, Release and Contractor's Affidavit, executed copies.

b. Final approved equipment submittals, including product data sheets and shop drawings, clearly labeled.

c. Preventive maintenance programs for the visual aid facilities and equipment installed in this project, including the applicable equipment sections within Chapter 5 "Preventive Maintenance" from AC 150/5340-26 (latest edition) "Maintenance of Airport Visual Aid Facilities".

d. Installation manuals: Description of function, installation and calibration manuals, normal operating characteristics and limitations, performance curves, engineering data and tests, and complete nomenclature and commercial numbers of all replaceable parts.

e. Operations manuals: Manufacturer's printed operating instructions and procedures to include start-up, break-in, routine and normal operating instructions; regulation, control, stopping, shutdown, and emergency instructions; summer and winter operating instructions; and all programming and equipment settings.

f. Maintenance manuals: Maintenance procedures for routine preventative maintenance and troubleshooting; disassembly, repair, and reassembly; aligning and adjusting instructions.

g. Service manuals: Servicing instructions and lubrication charts and schedules, including the names and telephone numbers of personnel to contact for both routine periodic and warranty service for equipment and materials provided under this Specification.

h. Final test reports, clearly labeled, including but not limited to, insulation resistance test reports, ground rod impedance test reports, cable pulling tension values logs, and equipment certification tests.

i. Final certified calibration sheets for all equipment and instruments, including but not limited to, constant current regulator calibration reports.

300-2.4 WIRE. Wire in conduit rated up to 5,000 volts shall conform to AC 150/5345-7, Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits for Rubber Insulated Neoprene Covered Wire, or Fed. Spec. J-C-30, Type RHW, for rubber insulated fibrous covered wire. For ratings up to 600 volts, thermoplastic wire conforming to Fed. Spec. J-C-30, Type THHN/THWN-2 shall be used. The wires shall be of the type, size, number of conductors, and voltage shown in the plans or in the proposal.

For electrical work of 600 volts or less, all conductors, terminations, terminal blocks, lugs, connectors, devices and equipment shall be listed, marked, and rated 75 degrees C minimum unless otherwise noted.

Unless otherwise indicated, conductors No. 10 AWG and smaller shall be solid, and conductors No. 8 AWG and larger shall be stranded.

Service, underground feeder, and underground branch circuit wiring shall be minimum Type THHN/THWN-2 unless otherwise noted.

Indoor feeder and indoor branch circuit wiring shall be minimum Type THHN/THWN-2 unless otherwise noted.

Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips that will not damage cables or raceway. Pull ropes and pull wires shall have sufficient tensile strength for the cable(s) to be pulled and installed. Damaged cable or raceway shall be replaced at no additional cost to the Owner.

Install pull wires in empty raceways. Use a polypropylene plastic line with not less than 200 pound tensile strength. Secure and leave at least 12 inches of slack at each end of pull wire to prevent it from slipping back into the conduit. Cap spare raceways with removable tapered plugs, designed for this purpose.

300-2.5 CONDUIT. Rigid steel conduit and fittings shall conform to the requirements of Underwriters Laboratories Standard 6, 514, and 1242.

300-2.6 PLASTIC CONDUIT (for use below grade only). Plastic conduit and fittings shall conform to the requirements of Fed Spec. W-C-1094 and Underwriters Laboratories Standards UL-651 and shall be one of the following, as shown in the plans:

a. Type I - Schedule 40 PVC suitable for underground use either direct-buried or encased in concrete.

b. Type II - Schedule 40 PVC suitable for either above ground or underground use.

c. Type III - Schedule 80 PVC suitable for either above ground or underground use either direct-buried or encased in conduit.

Plastic conduit adhesive shall be a solvent cement manufactured specifically for the purpose of gluing the specific type of plastic conduit and fitting.

300-2.7 TAPE. Rubber and plastic electrical tapes shall be Scotch Electrical Tape Numbers 23 and 88, respectively, as manufactured by the Minnesota Mining and Manufacturing Company, or an approved equal.

The electrical installation shall conform to the requirements of the latest edition of National Fire Protection Association, NFPA-70, National Electrical Code.

Copies of the National Electrical Code may be obtained from the National Fire Protection Associations, Inc., One Batterymarch Park, Quincy, Massachusetts 02269.

300-2.8 CONSTANT CURRENT REGULATORS. The Contractor shall submit his initial regulator load test reports prior to any work on the electrical system. The Contractor shall test all regulators within the electrical vault and submit these reports to the Engineer prior to Contractor proceeding with his work.

The Contractor shall calibrate all new and existing regulators following construction and prior to final acceptance testing in accordance with FAA AC 150/5340-26 "Maintenance of Airport Visual Aid Facilities" and manufacturer's recommendations. Contractor shall submit calibration report to Engineer.

After final acceptance testing has been completed, the Contractor shall complete and submit his final regulator load test reports to the Engineer for all regulators and insert copies of the final regulator load test reports in the Operation and Maintenance Manuals.

CONSTRUCTION METHODS

300-3.1 LOCKOUT/TAGOUT PROGRAM. The Contractor shall provide a complete copy of an electrical energy source Lockout/Tagout Program to the Owner, with copy to the Engineer. The document shall clearly identify the on-site master electricians and their contact information, including office and mobile telephone numbers.

The Lockout/Tagout Program shall comply with Part 1910 – Occupational Safety and Health Standards (OSHA) Subpart S – Electrical, and meet the requirements of 29 CFR 1910.147, The Control of Hazardous Energy (Lockout/Tagout), including requirements listed in 1910.331 through 1910.335.

Implementation of the Lockout/Tagout Program and all other related safety requirements are the sole responsibility of the Contractor.

300-3.2 SAFETY PROGRAM. The Contractor shall implement an electrical safety program that complies with NFPA 70E and 29 CFR 1926.

Implementation of the Electrical Safety Program, determining and providing proper Personal Protective Equipment (PPE), training and enforcing personnel to wear the prescribed PPE, conducting work area safety inspections (including correcting deficiencies), and all other related safety requirements are the sole responsibility of the Contractor.

All work involved in the preparation and implementation of the safety program will not be measured for separate payment, but will be considered subsidiary to the lockout/tagout bid item.

300-3.3 PRECONSTRUCTION MEETING.

A preconstruction meeting will be held with the Airport, FAA, Engineer and Contractor, prior to any work. Complete submittals and shop drawings will be submitted at this time for review. An equipment procurement schedule will be provided by the Contractor with an anticipated field construction start date. The progress construction schedule will be submitted for review each week and shall outline all installation, testing and

demolition work.

300-3.4 GENERAL. The Contractor shall be responsible for coordinating all electrical work with the Utility. The Contractor shall provide temporary service conductors and raceway system. The Contractor shall then provide and connect permanent service conductors and raceway system after the completion.

In general, the various electrical equipment and material to be installed by the various trades under this specification shall be run as indicated, as specified herein, as required by particular conditions at the site, and as required to conform to the generally accepted standards so as to complete the work in a neat and satisfactory manner. The following is a general outline concerning the running of various systems and is to be excepted where the drawings or conditions at the buildings necessitate deviating from these standards.

The drawings and specifications are complementary; any work required by one, but not by the other, shall be performed as though required by both.

The construction details are illustrated on the drawings. Each Contractor shall thoroughly acquaint himself with the details before submitting his bid as no allowances will be made because of the Contractor's unfamiliarity with these details.

The electrical plans do not give exact locations, etc., and do not show all the offsets, control lines, junction boxes, and other installation details. Each Contractor shall carefully lay out his work at the site to conform to the job conditions, to conform to details of installation supplied by the manufacturers of the equipment to be installed, and thereby to provide complete operating systems.

These Specifications and the accompanying Drawings are intended to cover systems which will not interfere with the structure of the buildings, which will fit into the several available spaces, and which will insure complete and satisfactory systems. Each bidder shall be responsible for the proper fitting of his material and apparatus into the buildings.

Should the particular equipment which any bidder proposes to install require other space conditions than those indicated on the Drawings, he shall arrange for such space with the Engineer before submitting his bid. Should changes become necessary on account of failure to comply with this clause, the Contractor shall make such changes at the Contractor's expense.

Should the particular equipment which any bidder proposes to install require other installation methods, such as larger light base junction structures, etc., he shall include all such equipment and appurtenances in his bid. Should changes become necessary on account of failure to coordinate equipment requirements and comply with this clause, the Contractor shall make such changes at the Contractor's expense.

The Contractor shall be responsible to see that each party furnishes electrical equipment which meets the electrical requirements specified herein and that all systems work together to produce the specified operation.

Where two or more units of the same kind or class of equipment are required, these shall be products of a single manufacturer; however, the component parts need not be the products of one manufacturer.

Each Contractor shall submit working scale drawings of all his apparatus and equipment which in any way varies from these Specifications and Plans, which shall be checked by the Engineer and approved before the work is started, and interferences with the structural conditions shall be corrected by the Contractor before the work proceeds.

Electrical equipment, such as switchgear, switchboards, panelboards, load centers and other power supply equipment, shall not be used as a common enclosure, pull box or junction box for routing

conductors of different systems, unless the equipment is specifically designed for this purpose and indicated as such on the Plans.

All electrical equipment shall be securely mounted as indicated in the plans, as required by the contract specifications, as required by guidelines and codes, and as required by the manufacturer using hardware compliant with the environmental conditions.

Where portions of raceways are known to be subjected to different temperatures, where condensation is a problem, and where passing from interior to exterior of a building, the portion of raceway or sleeve shall be filled with an approved material to prevent the circulation of air, prevent condensation, and prevent moisture entry. Sealing of raceways shall not occur until after the conductors and cables have been installed, tested and accepted by the Engineer.

The Contractor shall install any temporary lines and connections required to maintain electric services and safely remove and dispose of them when complete.

All temporary wiring shall conform to OSHA standards. Remove temporary services when work is complete. Any damage to electrical equipment caused by the Contractor shall be repaired at no cost to the Owner.

All non-current carrying parts and neutrals shall be grounded as indicated on the Drawings or as required by the Codes.

White and/or gray outer finish conductors may only be used as grounded conductors or neutral conductors in accordance with NEC.

Install insulated green equipment grounding conductors with all feeder and branch circuits.

Provide separate insulated equipment grounding conductors from grounding system to each electrical equipment, telecommunication equipment, other special electrical system equipment, and appurtenance item location in accordance with NFPA 70 and other applicable standard requirements.

The bidder shall inspect the site, thoroughly acquaint himself with conditions to be met and work to be accomplished. Failure to comply with this shall not constitute grounds for any additional payments.

Where electrical equipment is installed that causes electrical noise interference with other systems either existing or installed under this contract, the offending equipment shall be equipped with isolating transformers, filters, reactors, shielding, or any other means as required for the satisfactory suppression of the interferences, as determined by the Engineer.

All salvage and equipment removed by the work shall remain the property of the Owner. Material removed from the project shall be stored on the project site where and as directed. Debris shall be removed from the job site and disposed of by the Contractor.

The Contractor shall maintain his work area clean and orderly at all times. Debris shall be removed promptly. The electrical system shall be thoroughly cleaned inside and outside of all enclosures to remove all metal shavings or other work debris, dust, concrete splatter, plaster, paint and lint.

The Contractor shall do all excavating and backfilling made necessary by electrical work and shall remove all surplus or supply any earth required to establish the proper finished grade.

The Contractor shall do all cutting and patching made necessary by electrical work, but in no case shall he cut through or into any structural member without written permission of the Engineer.

All steel conduits, supports, channels, fittings, nuts, bolts, etc. shall be galvanized, corrosion-resistant type unless otherwise noted.

An approved anti-seize compound shall be used on all threads to prevent equipment and thread damage.

Equipment shall be installed in accordance with manufacturer's recommendation. Make all final electrical connections and coordinate all items with other trades.

Correct unnecessary damage caused due to installation of work, brought about through carelessness or lack of coordination. All openings, sleeves, and holes to be properly sealed, fire proofed and water proofed. Any water leaks arising from project construction will be immediately corrected to the satisfaction of the Owner and the Engineer.

300-3.5 ELECTRICAL VAULT CONDUIT AND WIRING. Electrical work within the electrical vault shall be installed in accordance with specific FAA Advisory Circular requirements, including but not limited to the following:

Install all conduit and wiring in the electrical vault or shelter in accordance with NEC and local electrical code requirements.

Install all power and control cables in conduit or enclosed wire ways. The standard L-824 airfield lighting primary series circuit cable does not comply with NEC for installation in open cable trays. High voltage conductors (exceeding 600 volts) shall be installed within rigid steel galvanized conduit, intermediate metal conduit, flexible metal conduit, liquid tight flexible metal conduit, metal wire ways, or PVC conduit. Low voltage feeders and control wires shall be installed within rigid steel galvanized conduit, intermediate metal conduit, or electrical metallic tubing (EMT) when run on the walls or ceiling; and in cable trays supported from the ceiling or walls when there are many cables and the possibility of future expansion. Do not install conduit in concrete slabs on grade.

Install the primary series cables from the regulators and various other feeders out of the vault in coated rigid steel galvanized conduit or PVC conduit, a minimum of 2 feet below grade.

Do not use PVC above the ground-level slab of buildings, vaults or shelters. PVC shall convert to coated galvanized rigid steel conduit prior to its emergence; no PVC shall emerge from the ground or concrete slab or encasement. Use manufactured long sweep coated galvanized rigid steel conduit elbows for stub-up risers. Coated galvanized rigid steel conduit shall transition to non-coated galvanized rigid steel conduit no sooner than 3" above finished grade.

300-3.6 DUCT AND CONDUIT. Conduits shall be galvanized rigid steel unless otherwise indicated or specified. Refer to one-line diagram conduit notes for specific requirements.

Conduit runs shall be one trade size continuously with no reducers allowed. Changing of conduit size is only permitted at manholes, handholes, and boxes and conduit bodies used as outlet, device, junction, or pull boxes, including approved, listed fittings with removable covers.

Use an approved, listed adapter/coupling to convert to other types of conduit. Reducer couplings are not allowed.

For underground service entrance, feeder and branch circuit raceways, offsets and bends over 30 degrees and elbows in Schedule 40 PVC conduit runs shall be Schedule 80 PVC conduit. Underground service entrance PVC conduits shall be concrete encased unless otherwise noted. Underground PVC conduits shall be concrete encased under driveways, roadways, parking lots and other paved areas.

Non-encased conduits shall convert to concrete encased ducts under all paved areas and shall extend at least 3 feet beyond the edges of the pavement unless otherwise noted.

The Contractor shall provide a staked centerline or offset for the duct and manhole system - utilizing the drawings and a site inspection of the existing grounds, grades and utility crossings. The Owner and

Engineer shall approve the staking plan that shall be indicated on a drawing submitted for approval before starting any excavation for the ducts. The staking plan shall indicate the proposed location, elevation and dimensions of manholes and handholes. The Engineer reserves the right to adjust duct, manhole and handhole locations and elevations before installation at no additional cost to the Owner.

The bottom surface of trenches shall be essentially smooth and free from coarse aggregate.

Trenches shall be backfilled and compacted in 6" layers to 90% maximum density for cohesive soils and to 100% maximum density for non-cohesive soils, as determined by ASTM D1557. The in-place field density shall be determined in accordance with ASTM D1556, D2167, or D6938.

Backfilling from two directions will not be allowed. No backfilling will be accomplished without the approval of the Engineer or Construction Observer. The Contractor shall ensure all trenches are inspected prior to being covered and prior to encasement. Any uninspected trenches which are prematurely covered shall be exposed for inspection at the Engineer and Owner's convenience at no additional cost to the Owner. The Construction Observer will coordinate with the Contractor for advance scheduling of trench inspection.

Install grounding-and-bonding type bushings and bonding jumpers on all service entrance conduits and on all feeder and branch circuit conduits.

Use conduit bushings at each conduit termination. Where No. 4 AWG or larger ungrounded wire is installed, use insulated bushings.

When EMT is allowed, utilize only steel compression fittings. Die-cast and set-screw fittings shall not be used.

Use double lock nuts at each conduit termination. Use weather tight hubs in damp and wet locations. Sealing lock nuts shall not be used.

Grounding continuity to rigid metal conduit shall be accomplished by grounding bushings/adapters with lugs for connection to grounding counterpoise and/or grounding electrode conductor as defined by NEC.

All exposed wiring shall be run in not less than 1/2 inch (12 mm) galvanized rigid steel conduit. All conduits shall be installed to provide for drainage. Conduit shall be attached to wooden structures with galvanized pipe straps and fastened with galvanized wood screws not less than No. 8 nor less than 1-1/4 inches (31 mm) long. There shall be at least two fastenings for each 10-foot (3 m) length.

Existing ducts may require clearing before use. It is the responsibility of the Contractor to locate the existing ducts, identify empty or partially empty conduits and clear the conduits as required. Where new cable is to be installed in existing duct, the full length of the duct shall be cleared of debris by mechanical means before the installation of the new cable. Acceptable methods of clearing existing ducts include "hydro-jetting" and "roto-rooting." All existing cables in each re-used duct shall be replaced for the length of the duct and properly spliced in a method approved by the Engineer. Clearing of existing duct banks or conduits is incidental to the cable pay item.

300-3.7 BACKFILL, COMPACTION, AND RESTORATION. Refer to the backfill, compaction and restoration requirements within Item P-152 where other compaction requirements are specified (under pavements, embankments, etc.)

Trenches shall be backfilled and compacted in 6" layers to 90% maximum density for cohesive soils and to 100% maximum density for non-cohesive soils, as determined by ASTM D1557. The in-place field density shall be determined in accordance with ASTM D1556, D2167, or D6938.

Backfilling from two directions will not be allowed. No backfilling will be accomplished without the approval of the Engineer or Construction Observer. The Contractor shall ensure all trenches are inspected prior to being covered and prior to encasement. Any uninspected trenches which are prematurely covered shall be

exposed for inspection at the Engineer and Owner's convenience at no additional cost to the Owner. The Construction Observer will coordinate with the Contractor for advance scheduling of trench inspection.

Following restoration of all trenching near airport movement surfaces, the Contractor shall thoroughly visually inspect the area for foreign object debris (FOD), and remove any such FOD that is found. This FOD inspection and removal shall be considered incidental to the pay item of which it is a component part.

300-3.8 CABLE AND UTILITY COORDINATION. The existing and the proposed locations of lighting cable are approximate. The Contractor shall be responsible for field locating and identifying the existing lighting circuits to determine their exact routing. The Contractor shall also be responsible for maintaining the lighting systems in a working condition until the new lighting circuits have been installed and tested. The Contractor shall proactively and expeditiously accomplish this cable identification work prior to performing any modifications to the lighting circuits. Coordinate identification work with the Owner and Engineer and make all corrections, additions, etc. on the as-built drawings.

Underground cable and utilities exist within and adjacent to the limits of construction. An attempt has been made to locate these cables and utilities on the Plans. All existing cable and utilities may not be shown on the Plans and the location of the cables and utilities shown may vary from the location shown on the Plans. Prior to beginning of any type of excavation, the Contractor shall contact the utilities, the airport maintenance staff, FAA field personnel and other organizations as required and make arrangements for the location of the utilities on the ground. The Contractor shall maintain the cable and utility location markings until they are no longer required.

The Contractor shall replace or repair any underground cable or utility that has been damaged by the Contractor during excavation to the satisfaction of the owner of the cable or utility at no additional cost to the Owner.

300-3.9 5 kV CABLE CONNECTIONS.

Cable splicing/terminating personnel shall be licensed electricians who have the minimum continuous experience in terminating/splicing medium voltage cable as listed in Item L-108. The qualifications for these airfield lighting cable splicers shall be submitted for review and approval by the Engineer prior to any work. The Engineer may request sample splices be performed in his presence by the proposed personnel to clearly demonstrate that they have the skill and experience to perform this work. Connector kits and cables shall be provided in sufficient quantity by the Contractor in demonstrating these qualifications at no additional cost to the Owner.

Field-attached plug-in splices using FAA certified L-823 plug and receptacle connector kits, properly sized to the cable being used, shall be installed as shown in the plans. This work shall include the taping and heat shrinking. Refer to Item L-108 for additional requirements.

As an option, the Contractor may utilize enhanced FAA certified L-823 connector kits, such as the Amerace 54Super Kit. These kits do not require taping or heat shrinking. These kits shall be installed in accordance with the manufacturer's installation requirements. Note that the mixing of connector kits is unacceptable. The Contractor shall clearly list and submit the connector kits he proposes to utilize on the project for approval prior to any field construction work, and he shall only install that type during construction unless otherwise noted by the Engineer.

300-3.10 REMOVAL AND RELOCATION OF EXISTING EQUIPMENT. The Contractor shall carefully remove all salvageable equipment as indicated on the Plans. Any equipment which is damaged during the removal operation shall be subject to a reduction in payment for removal of the equipment. All equipment which is removed during this project shall be transported to a site on the Airfield or removed from the Airfield and properly disposed of as directed by the Owner and the Engineer.

The Contractor shall carefully relocate existing equipment as indicated in the Plans. Any equipment that is damaged during the relocation operation shall be replaced at no additional cost to the Owner.

Any existing electrical equipment, conduit, cables, etc. that is damaged during construction shall be replaced at no additional cost to the Owner to the satisfaction of the Owner and the Engineer.

300-3.11 CERTIFICATION AND PERFORMANCE. Equipment and materials covered by FAA Advisory Circulars are referred to by item numbers and approved equipment is listed within the AC 150/5345-53 Airport Lighting Equipment Certification Program's monthly Addendum, which contains a complete and updated listing of the certified equipment and manufacturers, and is listed in the FAA Buy American Preference equipment list, which is also updated monthly. The Contractor shall provide and install new certified equipment that works reliably and efficiently with the existing equipment to remain in service. The Contractor shall provide any additional accessories and/or appurtenances required to provide fully functional electrical systems to the satisfaction of the Owner and Engineer, at no additional cost to the Owner.

The Contractor shall ascertain that all lighting system components furnished (including FAA certified and approved equipment) are compatible in all respects with each other and the remainder of the new and existing systems. Any non-compatible components furnished by the Contractor shall be replaced at no additional cost to the Owner with a similar unit that is approved by the Engineer and compatible with the remainder of the airport lighting system.

300-3.12 AS-BUILT DRAWINGS. Before work is started, the Contractor shall obtain at his expense one (1) full-sized set of prints for As-Built records; the Engineer will supply the tracings at printing cost to the Contractor.

The Contractor shall locate all underground and concealed work, identifying all equipment, conduit, circuit numbers, motors, feeders, breakers, switches, and starters. The Contractor will certify accuracy by endorsement. As-Built drawings shall be correct in every detail, so Owner can properly operate, maintain, and repair exposed and concealed work.

The As-Built drawings shall indicate all control system labeling and marking.

The Contractor shall store the As-Built drawings on the site. Drawings shall not be rolled. Make corrections, additions, etc., with pencil, with date and authorization of change.

As-Built drawings must be submitted to Engineer before project will be accepted.

Minor deviations from the Plans and Specifications shall be as approved by the Engineer.

Upon completion of the installation, the Contractor shall adjust the systems to the satisfaction of the Engineer.

300-3.13 TESTING.

General Electrical Testing: Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification and certify compliance with test parameters. Tests shall be conducted in the presence of the Engineer and shall be to his/her satisfaction. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest. Perform infrared scan tests and inspections of service and power distribution equipment at the respective hangars and provide reports. Electrical equipment will be considered defective if it does not pass tests and inspections. Reports shall include notations of deficiencies, remedial action taken and observations after remedial action.

System and Equipment Testing: All installations shall be fully tested by continuous operation for not less than 24 hours as completed systems prior to acceptance. These tests shall include the functioning of each control not less than 10 times.

Airport lighting equipment and special systems shall be tested in accordance with applicable FAA Advisory Circular requirements and the manufacturer's installation instructions. These tests shall also include those system requirements listed within AC 150/5340-26 Maintenance of Airport Visual Aid Facilities.

Test equipment and instruments utilized by the Contractor shall have been calibrated following the manufacturer's recommended schedule to verify their accuracy prior to performing the testing work. The Contractor shall provide instrument calibration certificates on test equipment when requested by the Engineer. Retesting work due to inaccurate or defective instruments shall be performed by the Contractor to the satisfaction of the Engineer at no additional cost to the Owner.

a. Regulator Calibration:

The Contractor shall check and calibrate both new and existing regulators utilizing the enclosed "Constant Current Regulator Calibration Report". Refer to the material section on constant current regulators for additional requirements.

New regulators are calibrated at the factory prior to shipping, while existing regulators typically need checks and calibrations on a routine basis so that they do not get out of tolerance. The intent is to check and/or calibrate these regulators using a high accuracy meter prior to energizing and placing the airfield lighting system in service.

Utilize a high accuracy true RMS ammeter with high accuracy clamp-on current probe when making these measurements (use round type probes, accuracy + or – 2% required, sized per the cable diameter and circuit ampacity to achieve the best accuracy). Adjust regulators per manufacturer's instructions to meet the output currents on each brightness step as listed in Tables 5-2 and 5-3 in AC 150/5340-26.

b. Megger Testing:

The Contractor shall perform megger testing on each existing regulator circuit prior to any work on the electrical system. This information shall be recorded and documented by the Contractor and submitted to the Engineer. The Contractor shall perform megger tests on each regulator circuit after the acceptance test period. This acceptance test information shall be recorded and documented by the Contractor and submitted to the Engineer. Megger test shall be performed in accordance with the requirements of Item L-108.

The Contractor shall submit his initial megger test reports on the enclosed "Insulation-Resistance Test Report" form prior to any work on the electrical system. This report shall be submitted to the Engineer and approved by the Owner prior to Contractor proceeding with his work.

After final acceptance testing has been completed, the Contractor shall complete and submit his final megger test reports to the Engineer and insert copies of the initial and final megger test reports in the Operation and Maintenance Manuals.

Megger testing shall be performed using an insulation meter, such as a Fluke 1507 Insulation Resistance Multimeter, Ideal 61-797 Digital Insulation Meter, or approved equal having an insulation test range up to 10 Gigohms or greater.

The Contractor shall be responsible to maintain an insulation resistance equal to minimum 80% of the initial testing value through the end of the contract warranty period. This requirement is based on AC 150/5340-26C which states that resistance values inevitably decline over the service life of the circuit and that a 10-20 percent decline per year is considered normal. Note that AC 150/5340-26C cancels AC 150/5340-26B; thus refer to the current edition of the maintenance AC for requirements in this project.

For existing circuit insulation resistance requirements, refer to "Existing Circuits" section of Item L-108.

The installations shall be tested in operation as a completed unit prior to acceptance. Tests shall include taking megger and voltage readings in accordance with manufacturer's requirements. Testing equipment shall be furnished by the Contractor. The insulation resistance to ground for 600V rated cables shall be not less than 100 Megohms when measured per NETA standards.

c. Cable Pulling Tension Values Log:

The enclosed "Cable Pulling Tension Values Log" form shall be used for monitoring cable pull tension values in the presence of the Engineer. Refer to Item L-108 for additional requirements.

300-3.14 INSPECTION FEES AND PERMITS. Obtain and pay for all necessary permits and inspection fees required for electrical installation.

300-3.15 WORK SUPERVISION.

State of Arkansas: The electrical contractor (whether the general contractor or a subcontractor) shall be a licensed contractor in the state of Arkansas having an electrical classification suitable for performing the work required in these contract documents.

The Contractor shall designate in writing the qualified electrical supervisor who shall provide supervision to all electrical work on this project. The minimum qualifications for the electrical supervisor shall be a master electrician as defined by Arkansas Board of Electrical Examiners. The supervisor or his appointed alternate possessing at least a journeyman electrician license shall be on site whenever electrical work is being performed. The qualifications of the electrical supervisor shall be subject to approval of the Owner and the Engineer.

All master and journeyman electricians shall be licensed in accordance with Arkansas Code Title 17 Chapter 28 - Electricians. The website located at <http://www.arkleg.state.ar.us> publishes the text of this statutory requirement. No unlicensed electrical workers shall perform electrical work on this project. Apprentice electricians in a ratio of not more than one apprentice per journeyman electrician will be allowed if the apprentices are licensed and actively participating in an apprenticeship program recognized and approved by the Arkansas Board of Electrical Examiners.

Refer to specification section L-108-2.5 "Splicer Qualifications" for additional requirements.

300-3.16 TRAINING. The training classes shall be coordinated with the Owner and Engineer in advance of the final acceptance testing. Comprehensive operational and maintenance training materials shall be provided by the equipment manufacturer and the Contractor (see section 2.3 OPERATION AND MAINTENANCE DATA).

Schedule the training with the Owner at least 10 days in advance and notify the Engineer.

Provide hands-on demonstrations and training of equipment components and functions, including adjusting, operating and maintaining the lighting equipment and systems. Coordinate the training schedule with the Owner in advance, so that the Owner may record the training if desired. Provide minimum 4-hours training for the operational personnel and 4-hours training for the maintenance personnel.

METHOD OF MEASUREMENT

300-4.1 The quantity of lockout/tagout and constant current regulator calibration procedures to be paid for shall consist of all lockout/tagout procedure work and all constant current regulator calibration work completed in place, accepted and ready for operation. This item does not include measurement for constant current regulator equipment.

BASIS OF PAYMENT

300-5.1 Payment will be made at the contract unit price for each complete item, measured as provided above, and accepted by the Engineer. This price shall be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete this item to the satisfaction of the Engineer.

Payment will be made under:

Item SS-300-5.1	Lockout/Tagout and Constant Current Regulator Calibration Procedures – per Lump Sum
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MATERIAL REQUIREMENTS

Fed.Spec.J-C-30	Cable and Wire, Electrical (Power, Fixed Installation)
Fed. Spec. W-C-1094	Conduit and Conduit Fittings; Plastic, Rigid
Fed. Spec. W-P-115	Panel, Power Distribution
Fed. Std. 595	Colors
Underwriters Laboratories Standard 6	Rigid Metal Conduit
Underwriters Laboratories Standard 514	Fittings for Conduit and Outlet Boxes
Underwriters Laboratories Standard 651	Schedule 40 and 80 Rigid PVC Conduit (for Direct Burial)
Underwriters Laboratories Standard 1242	Intermediate Metal Conduit
CFR 1910	Occupational Safety and Health Regulations
CFR 1926	Safety and Health Regulations for Construction
ANSI/IEEE C2	National Electrical Safety Code
NFPA 70	National Electrical Code (NEC)
NFPA 70E	Standard for Electrical Safety in the Workplace

NFPA 101	Life Safety Code
NFPA 780	Standard for the Installation of Lightning Protection Systems
29 CFR 1910	Occupational Safety and Health Standards (OSHA)
29 CFR 1926	Safety and Health Regulations for Construction
<u>FAA ADVISORY CIRCULARS</u>	
AC 150/5300-13	Airport Design
AC 150/5340-18	Standards for Airport Sign Systems
AC 150/5340-26	Maintenance of Airport Visual Aid Facilities
AC 150/5340-30	Design and Installation Details for Airport Visual Aids
AC 150/5345-3	Specification for L-821 Panels for Control of Airport Lighting
AC 150/5345-5	Specifications for Airport Lighting Circuit Selector Switch
AC 150/5345-7	Specification for L-824 for Underground Electrical Cable for Airport Lighting Circuits
AC 150/5345-10	Specification for Constant Current Regulators and Regulator Monitors
AC 150/5345-26	Specification for L-823 Plug and Receptacle, Cable Connectors
AC 150/5345-28	Standard for Precision Approach Path Indicator (PAPI) Systems
AC 150/5345-39	Specification for L-853 Runway and Taxiway Retroreflective Markers
AC 150/5345-42	Specification for Airport Light Base and Transformer Housings, Junction Boxes, and Accessories
AC 150/5345-44	Specification for Taxiway and Runway Signs
AC 150/5345-46	Specification for Runway and Taxiway Light Fixtures
AC 150/5345-47	Isolation Transformers for Airport Lighting Systems
AC 150/5346-49	Specification L-854, Radio Control Equipment
AC 150/5345-51	Specification for Discharge-Type Flashing Light Equipment
AC 150/5345-53	Airport Lighting Equipment Certification Program
AC 150/5345-56	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)

END OF ITEM SS-300

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CONSTANT CURRENT REGULATOR CALIBRATION REPORT

Standard Requirements: FAA AC 150/5340-26 (latest edition) Maintenance of Airport Visual Aid Facilities

Owner / Sponsor: _____

Engineer: Garver, LLC

Airport: _____

Contractor: _____

Project Title: _____

Garver Project Number: _____

Vault ID / Location: _____

Date: _____

Weather / Site Conditions: _____

Last Two Weeks of Rain: _____ inches

Constant Current Regulator #: _____

Serves: _____

	<u>Completed</u>	<u>Comments</u>
1. Check all control equipment for proper operation.	☐	_____
2. Perform short-circuit test. Record results and recalibrate if necessary.	☐	_____
3. Perform open-circuit test on regulators with open circuit protection. Open circuit protective device should de-energize the regulator. Record results.	☐	_____
4. Check and record regulator input voltage and current.	☐	_____
Input Voltage: _____ Input Current: _____		
5. Check and record regulator output load. (ONLY if regulator has monitoring package)	☐	_____
Volt-Amperes: _____		
6. Check and record output current on each brightness step. If output current is outside of the allowable range, adjust the regulator's on-board potentiometer to re-calibrate the output current within the allowable range. Re-record the new output current on this form.	☐	_____

3-Step CCR

5-Step CCR

B10: _____	B30: _____	B100: _____	1: _____	2: _____	3: _____	4: _____	5: _____
Nominal: 4.8A	5.5A	6.6A	2.8A	3.4A	4.1A	5.2A	6.6A

Tested By: _____ (Signature and Date)

Test Equipment: _____ (Manufacturer and Model No.)

Engineer Witness: _____ (Signature and Date)

Owner / Sponsor Witness: _____ (Signature and Date)

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INSULATION RESISTANCE TEST REPORT

Owner / Sponsor: _____ Engineer: Garver, LLC

Airport: _____ Contractor: _____

Project Title: _____ Garver Project Number: _____

Vault ID / Location: _____ Date Initial / Final Tests: _____

Weather / Site Conditions (Initial Test): _____ Last Two Weeks of Rain: _____ inches

Weather / Site Conditions (Final Test): _____ Last Two Weeks of Rain: _____ inches

		Initial Test Results		Final Test Results	
	Circuit Designation and Color Code	Regulator Size (kW)	Megger Reading Before Field Work (Megohms)	Regulator Size (kW)	Megger Reading After Field Work (Megohms)
1					
2					
3					
4					
5					
6					
Tested By:					
Test Equipment:					
Engineer Witness:					
Owner/Sponsor Witness:					

Provide signature/date and manufacturer/model no. as required in the fields above.

Initial Test Record – Owner Disposition

Owner / Sponsor: _____ (Signature and Date)

Check one only: ☐ Proceed with Installation ☐ Hold

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CABLE PULLING TENSION VALUES LOG

Owner / Sponsor: _____

Engineer: Garver, LLC

Airport: _____

Contractor: _____

Project Title: _____

Garver Project Number: _____

Date: _____

Weather / Site Conditions: _____

Dynamometer
Manufacturer/Model #: _____

Cable / Wire
Manufacturer: _____

From / To Locations	Wire/Cable Size	Length of Pull	Pull Method	Maximum Value	Measured Value
Tested By:					
Engineer Witness:					

Provide signature/date in the fields above.

Page ____ of ____

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ITEM SS-301 ELECTRICAL DEMOLITION WORK

DESCRIPTION

301-1.1 This item shall consist of the removal and satisfactory disposal of existing runway and taxiway edge lights, in-pavement lights, guidance signs, markers, manholes, handholes, junction structures, racks, pads, equipment, poles, towers, shelters, and other incidentals, all of which are not designated or permitted to remain, in accordance with this specification, the referenced specifications and drawings, and applicable advisory circulars. This work shall include the removal of indicated equipment, materials, and incidentals necessary for a complete item removal, including all restoration work, as a completed unit to the satisfaction of the Engineer.

301-1.2 Additional details pertaining to the lighting system covered in this item are contained in the advisory circular, AC 150/5340-30, Design and Installation Details for Airport Visual Aids.

301-1.3 The Contractor shall maintain current copies of all referenced and applicable advisory circulars on the job site. The Contractor is responsible to make known to the Engineer any conflict between plans and specifications that he observes or of which he is made aware.

MATERIALS

301-2.1 All backfill and repair materials used in electrical demolition, repair and restoration work shall comply with the referenced specifications and be approved by the Engineer.

Airport lighting equipment and materials shall meet the requirements outlined in Item SS-300.

CONSTRUCTION METHODS

301-3.1 GENERAL. No demolition shall be started until the removal and/or relocation work has been laid out and approved by the Engineer. All material shall be disposed of off-site. All hauling and disposal will be considered a necessary and incidental part of the work. Hauling cost shall be considered by the Contractor and included in the contract unit price for the pay of items of work involved. No payment will be made separately or directly for hauling on any part of the work.

The Contractor shall remove all existing underground cable, which is unused or rendered unusable by this project, when such is exposed or made accessible during the course of this work. All such wiring removed shall become property of the Contractor and shall be immediately removed from the project. Wiring in conduit shall be removed as indicated or if new wiring is shown to be installed in its place. Existing wiring shall not be reused or reinstalled.

Wiring not exposed shall be abandoned in place, if a reasonable effort will not remove it. No measurement or payment will be made for this cable removal work. Damage to turf or other systems will not be permitted in order to salvage or retrieve existing cable.

Any damage to electrical equipment, systems, structures, conduits, cables, and accessories or other utilities, designated to remain in place, shall be repaired or replaced expeditiously at no additional cost to the Owner and to the satisfaction of the Owner and Engineer.

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.

Trenches or voids resulting from the removal or demolition of existing electrical equipment or other structures shall be filled with approved material placed in layers in accordance with Item P-152.

301-3.2 REMOVAL AND/OR RELOCATION OF LIGHT FIXTURES AND EQUIPMENT. Light fixtures and other equipment which are to be removed shall be carefully disconnected from the existing electrical system. All concrete bases and concrete anchors shall remain in place. The removed lights, light base plates, light base plate bolts, isolation transformers, and wiring harnesses shall then be given to the Owner, or properly disposed of if so directed by the Owner. Guidance signs and equipment which are to remain in place shall be reconnected to the new series circuit with new lamps, base plates, base plate bolts, new transformers, and all other new required accessories as indicated in the plans.

301-3.3 REMOVAL OF EXISTING EQUIPMENT. The Contractor shall carefully remove all salvageable equipment as indicated in the plans. Any equipment that is damaged during the removal and/or relocation operation shall be subject to a reduction in payment for removal and/or relocation of the equipment. All equipment that is removed during this project shall be transported to a site on the Airfield or removed from the Airfield and properly disposed of as directed by the Owner and the Engineer.

METHOD OF MEASUREMENT

301-4.1 The quantity of existing lights, removed, to be measured under this item shall be the number of each complete unit removed, and accepted by the Engineer.

301-4.2 The quantity of existing cable removed, to be paid for under this item, shall be the linear foot of conduit or duct bank cleared of necessary cable and/or debris back to the existing electrical vault.

BASIS OF PAYMENT

301-5.1 Payment will be made at the contract unit price for each complete item, measured as provided above, and accepted by the Engineer. This price shall be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete this item to the satisfaction of the Engineer.

Payment will be made under:

- | | |
|-----------------|--|
| Item SS-301-5.1 | Existing L-861T Taxiway Edge Light, Removed with Base to Remain – per Each |
| Item SS-301-5.2 | Existing Conduit or Duct Bank Cleared of Cable – per Linear Foot |

END OF ITEM SS-301

ITEM SS-310 AIRPORT LIGHTING SYSTEMS

DESCRIPTION

310-1.1 This item shall consist of furnishing and installing airport runway and taxiway edge lighting systems, retroreflective markers, guidance signs, runway centerline and touchdown zone lighting systems, other taxiway lighting systems, and other approach lighting aid systems, in accordance with this specification, the referenced specifications and drawings, and applicable advisory circulars. The system shall be installed at the locations and in accordance with the dimensions, design and details shown on the plans. This work shall include the furnishing of all equipment, materials, services and incidentals necessary to place it in operating condition as a completed unit to the satisfaction of the Engineer.

310-1.2 Additional details pertaining to the lighting system covered in this item are contained in the advisory circular, AC 150/5340-30, Design and Installation Details for Airport Visual Aids.

310-1.3 The Contractor shall maintain current copies of all referenced and applicable advisory circulars on the job site. The Contractor is responsible to make known to the Engineer any conflict between plans and specifications that he observes or of which he is made aware.

EQUIPMENT AND MATERIALS

310-2.1 GENERAL.

a. Airport lighting equipment and materials shall meet the requirements outlined in Item SS-300.

310-2.2 LIGHT FIXTURES. Airfield lights shall be supplied with all features and accessories including isolation transformers, light base plates, light base plate bolts, safety ground rods, concrete pads and incidentals required for a complete installation as defined in these Specifications and as shown on the plans.

a. Medium Intensity Taxiway Lights (MITL):

- (1) Taxiway edge elevated lights shall be L-861T(L), LED lamp, omnidirectional blue lens.

310-2.3 LAMPS. Lamps for elevated edge lights shall be LED type as specified.

310-2.4 SPARE EQUIPMENT. Provide 10 percent spare lamps of each type installed for signs, minimum quantity of 6 required. Spare lamps shall not be measured for separate payment but shall be considered subsidiary to the guidance sign pay item.

Provide 5 percent spare fixtures of each type installed for lights. Spare fixtures shall not be measured for separate payment but shall be considered subsidiary to the respective light fixture pay item.

A spare elevated taxiway LED fixture unit shall be one complete, ready-to-install fixture, including the coupling, column, head housing assembly, cordset, LED power supply assembly, LED assembly, and lens assembly.

The spare lamps and spare parts shall be delivered and stored as directed by the Owner, with transmittal receipt signed by Owner's representative. A signed copy shall be forwarded to the Engineer with an additional signed copy placed in the O&M manuals.

310-2.5 GUIDANCE SIGNS. Guidance signs shall be reconnected to their respective new taxiway series circuit. Provide existing signs with new base plate(s), new base plate bolts, L-830 isolation transformer, and

new lamp(s). Coordinate with existing sign manufacturer for specific lamp and transformer requirements.

310-2.6 ISOLATION TRANSFORMERS. New isolation transformers shall be Type L-830 and have a wattage rating suitable for the wattage of the fixture and sign lamps. The transformer shall be listed in FAA Circular AC 150/5345-47.

Provide 5 percent spare isolation transformers of each type installed for lights and signs, minimum quantity of 6 required. Spare transformers shall not be measured for separate payment but shall be considered subsidiary to the respective light fixture or sign pay items.

CONSTRUCTION METHODS

310-3.1 GENERAL. The installation and testing details for the lighting system shall be as specified in the applicable advisory circulars.

310-3.2 PLACING LIGHTS. All equipment shall be installed at locations indicated in the plans. Fixture height shall be as indicated on the Drawings.

310-3.3 Utilize a bubble level device to level all light fixtures in the horizontal light plane during the day, and then check at night to ensure uniformity in light output. Light fixtures shall be installed on existing bases as shown in the plans.

310-3.4 TRANSFORMER INSTALLATION. The transformer for base mounted fixtures shall be placed inside the base. The primary cable connections shall be made with L-823 connectors as described in Item L-108 and have 3 feet of slack cable. The secondary leads connected to the lamp leads by means of a disconnecting plug and receptacle provided with the unit, and this joint shall not be taped. The secondary joint shall be fastened with a holding ring provided for this purpose. Any damage to existing guidance sign secondary leads during taxiway series circuit cable and transformer removal shall be replaced by the Contractor at no cost to the owner.

310-3.5 UNIT ASSEMBLY. All electrical equipment, including edge lights, guidance signs and other visual aid units shall be assembled in accordance with the manufacturer's installation procedures. Anti-seize compound shall be used on all screws, nuts, and threads, including frangible coupling threads. If coated bolts are used (ceramic metallic/fluoropolymer coating), then do not apply anti-seize compound.

Coordinate recommended torque values with the light fixture manufacturer, light base can manufacturer, stainless steel bolts and hardware used, and exact anti-seize compound used, in order to prevent light base thread damage. Utilize a dial-type torque wrench for accuracy and to prevent over-tightening bolts. Never use impact wrenches/drills when removing or installing bolts.

310-3.6 IDENTIFICATION NUMBERS. An identifying number shall be assigned to each light and sign in accordance with the plans or as approved by the Engineer and Owner. This number shall be imprinted with reflective black with 1/2" letters on a non-corrosive metal disc 2" minimum diameter and attached to the pavement side of the fixture with a metal screw.

310-3.7 TEMPORARY AIRFIELD LIGHTING. Refer to the Airfield Lighting Phasing Plans and Details for additional requirements. Existing lighting circuits shall remain operational by use of temporary circuits. New lighting circuits shall also be connected and remain operational by use of temporary circuits. This item shall include all work to maintain the existing and new lighting circuits during construction and allow all taxiways and runways in operation to remain lighted, including that portion through the construction area, as indicated in the Phasing Plans and as directed by the Engineer.

310-3.8 TESTING. The installation shall be tested in operation as a completed unit prior to acceptance. Tests shall include taking megger and voltage readings as outlined in Item SS-300 and Item L-108. Testing equipment shall be furnished by the Contractor. Refer to Item L-108 for additional test requirements.

Tests shall be conducted in the presence of the Engineer and shall be to his/her satisfaction.

All installations shall be fully tested by continuous operation for not less than 24 hours as completed systems prior to acceptance. These tests shall include the functioning of each control not less than 10 times.

Equipment and materials covered by FAA Advisory Circulars are referred to by item numbers and approved equipment is listed within the AC 150/5345-53 Airport Lighting Equipment Certification Program's monthly Addendum, which contains a complete and updated listing of the certified equipment and manufacturers, and is listed in the FAA Buy American Preference equipment list, which is also updated monthly. The Contractor shall provide and install new certified equipment that works reliably and efficiently with the existing equipment to remain in service. The Contractor shall provide any additional accessories and/or appurtenances required to provide fully functional electrical systems to the satisfaction of the Owner and Engineer, at no additional cost to the Owner.

The Contractor shall ascertain that all lighting system components furnished (including FAA certified and approved equipment) are compatible in all respects with each other and the remainder of the new and existing systems. Any non-compatible components furnished by the Contractor shall be replaced at no additional cost to the Owner with a similar unit that is approved by the Engineer and compatible with the remainder of the airport lighting system.

METHOD OF MEASUREMENT

310-4.1 The quantity of lights of each type to be measured for under this item shall be the number of each installed on existing base, complete with new isolation transformers, gaskets, couplings, specified height columns, cables, connectors, bolts/hardware, and all other required appurtenances, as completed units in place, ready for operation, and accepted by the Engineer. See section on Spare Equipment for information on spare fixture requirements.

310-4.2 The quantity of existing guidance signs of each type to be measured for under this item shall be the number of each existing guidance sign reconnected to new taxiway series circuit, complete with isolation transformers, lamps, cables, connectors, and all other required appurtenances, as completed units in place, ready for operation, and accepted by the Engineer. See section on Spare Equipment for information on spare sign component requirements.

310-4.3 Temporary airfield lighting shall be measured as a lump sum complete item, including all work completed in place and ready for operation, and including the installation, protection, and removal of all temporary cables, conduits, lighting, grounding, marking, and associated items and appurtenances, as indicated in the Drawings and as directed by the Engineer.

BASIS OF PAYMENT

310-5.1 Payment will be made at the contract unit price for each complete item, measured as provided above, and accepted by the Engineer. This price shall be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete this item to the satisfaction of the Engineer.

Payment will be made under:

Item SS-310-5.1	Existing Guidance Sign, Reconnected with New Isolation Transformer, Lamps, and Primary Connector Kit -- per Each
Item SS-310-5.2	L-861T(L) LED Base Mounted Taxiway Edge Light, Installed on Existing Base -- per Each

Item SS-310-5.3

Temporary Airfield Lighting -- per Lump Sum

END OF ITEM SS-310

ITEM P-152 EXCAVATION, SUBGRADE, AND EMBANKMENT

DESCRIPTION

152-1.1 This item covers excavation, disposal, placement, and compaction of all materials within the limits of the work required to construct safety areas, runways, taxiways, aprons, and intermediate areas as well as other areas for drainage, building construction, parking, or other purposes in accordance with these specifications and in conformity to the dimensions and typical sections shown on the plans.

152-1.2 CLASSIFICATION. All material excavated shall be classified as defined below:

a. Unclassified Excavation. Unclassified excavation shall consist of the excavation and disposal of all material, regardless of its nature which is not otherwise classified and paid for under one of the following items.

b. Rock Excavation. ~~Rock excavation shall include all solid rock in ledges, in bedded deposits, in unstratified masses, and conglomerate deposits which are so firmly cemented they cannot be removed without blasting or using rippers. All boulders containing a volume of more than 1/2 cubic yard will be classified as "rock excavation."~~

c. Muck Excavation. ~~Muck excavation shall consist of the removal and disposal of deposits or mixtures of soils and organic matter not suitable for foundation material. Muck shall include materials that will decay or produce subsidence in the embankment. It may consist of decaying stumps, roots, logs, humus, or other material not satisfactory for incorporation in the embankment.~~

d. Drainage Excavation. ~~Drainage excavation shall consist of all excavation made for the primary purpose of drainage and includes drainage ditches, such as intercepting, inlet or outlet ditches; temporary levee construction; or any other type as shown on the plans.~~

e. Borrow Excavation. ~~Borrow excavation shall consist of approved material required for the construction of embankments or for other portions of the work in excess of the quantity of *potentially* usable material available from required excavations. Borrow material shall be obtained from areas designated by the Engineer within the limits of the airport property but outside the normal limits of necessary grading, or from areas outside the airport boundaries.~~

152-1.3 Unsuitable Excavation. Any material containing vegetable or organic matter, such as muck, peat, organic silt, or sod shall be considered unsuitable for use in embankment construction. Material, suitable for topsoil may be used on the embankment slope when approved by the Engineer.

CONSTRUCTION METHODS

152-2.1 General. ~~Before beginning excavation, grading, and embankment operations in any area, the area shall be completely cleared and grubbed in accordance with Item P-151.~~

The suitability of material to be placed in embankments shall be subject to approval by the Engineer. All unsuitable material shall be disposed of in waste areas shown on the plans. All waste areas shall be graded to allow positive drainage of the area and of adjacent areas. The surface elevation of waste areas shall not extend above the surface elevation of adjacent usable areas of the airport, unless specified on the plans or approved by the Engineer.

When the Contractor's excavating operations encounter artifacts of historical or archaeological significance, the operations shall be temporarily discontinued and the Engineer notified per subsection 70-20 of the *General Provisions*. At the direction of the Engineer, the Contractor shall excavate the site in such a manner as to preserve the artifacts encountered and allow for their removal. Such excavation will be paid for as extra work.

Those areas outside of the limits of the pavement areas where the top layer of soil material has become compacted by hauling or other Contractor activities shall be scarified and disked to a depth of 4 inches, to loosen and pulverize the soil.

If it is necessary to interrupt existing surface drainage, sewers or under-drainage, conduits, utilities, or similar underground structures, the Contractor shall be responsible for and shall take all necessary precautions to preserve them or provide temporary services. When such facilities are encountered, the Contractor shall notify the Engineer, who shall arrange for their removal if necessary. The Contractor, at his or her expense, shall satisfactorily repair or pay the cost of all damage to such facilities or structures that may result from any of the Contractor's operations during the period of the contract.

152-2.2 EXCAVATION. No excavation shall be started until the work has been staked out by the Contractor and the Engineer has obtained from the Contractor the survey notes of the elevations and measurements of the ground surface. All areas to be excavated shall be stripped of vegetation and topsoil. Topsoil shall be stockpiled for future use in areas designated on the plans or by the Engineer. All suitable excavated material shall be used in the formation of embankment, subgrade, or other purposes shown on the plans. All unsuitable material shall be disposed of as *described in paragraph 152-1.3. shown on the plans.*

When the volume of the excavation exceeds that required to construct the embankments to the grades indicated, the excess shall be used to grade the areas of ultimate development or disposed as directed by the Engineer. When the volume of excavation is not sufficient for constructing the embankments to the grades indicated, the deficiency shall be obtained from borrow areas.

The grade shall be maintained so that the surface is well drained at all times. When necessary, temporary drains and drainage ditches shall be installed to intercept or divert surface water that may affect the work.

a. Selective Grading. When *the quality of material varies significantly* selective grading is indicated on the plans, the more suitable material designated by the Engineer shall be used in constructing the embankment or in capping the pavement subgrade. If, at the time of excavation, it is not possible to place this material in its final location, it shall be stockpiled in approved areas. *so that it can be measured for payment as specified in paragraph 152-3.3. Selective grading will not be measured for separate payment.*

b. Undercutting. Rock, shale, hardpan, loose rock, boulders, or other material unsatisfactory for safety areas, subgrades, roads, shoulders, or any areas intended for turf shall be excavated to a minimum depth of 12 inches below the subgrade or to the depth specified by the Engineer. Muck, peat, matted roots, or other yielding material, unsatisfactory for subgrade foundation, shall be removed to the depth specified. Unsuitable materials shall be *disposed of as directed in paragraph 152-1.3.* This excavated material shall *not be paid for separately. be paid for at the contract unit price per cubic yard for [].* The excavated area shall be backfilled with suitable material obtained from the grading operations or borrow areas and compacted to specified densities. The necessary backfill will constitute a *necessary part of Unsuitable Excavation part of the embankment.* Where rock cuts are made, backfill with select material. Any pockets created in the rock surface shall be drained *as directed by the Engineer in accordance with the details shown on the plans.*

c. Overbreak. Overbreak, including slides, is that portion of any material displaced or loosened beyond the finished work as planned or authorized by the Engineer. All overbreak shall be graded or removed by the Contractor and disposed of as directed by the Engineer. The Engineer shall determine if the displacement of such material was unavoidable and his or her decision shall be final. Payment will not be made for the removal and disposal of overbreak that the Engineer determines as avoidable. Unavoidable overbreak will be classified as "Unclassified Excavation."

d. Removal of Utilities. The removal of *some* existing structures and utilities required to permit the orderly progress of work *may* will be accomplished by someone other than the Contractor; for example, the utility unless otherwise shown on the plans. All existing foundations shall be excavated at least 2 feet below

the top of subgrade or as indicated on the plans, and the material disposed of as directed by the Engineer. All foundations thus excavated shall be backfilled with suitable material and compacted as specified. *All work associated with the excavation, removal, backfill, disposal, and/or stockpiling of existing structures and culverts will not be measured for separate payment.*

e. Compaction Requirements. The subgrade under areas to be paved shall be compacted to a depth of 6 inches and to a density of not less than 95 percent of the maximum density as determined by ASTM D1557. The material to be compacted shall be within +/- 2 percent of optimum moisture content before rolled to obtain the prescribed compaction (except for expansive soils).

The in-place field density shall be determined in accordance with ASTM D6938 using Procedure A, the direct transmission method, and ASTM D6938 shall be used to determine the moisture content of the material. The machine shall be calibrated in accordance with ASTM D6938. Stones or rock fragments larger than 4 inches in their greatest dimension will not be permitted in the top 6 inches of the subgrade. The finished grading operations, conforming to the typical cross-section, shall be completed and maintained at least 1,000 feet ahead of the paving operations or as directed by the Engineer.

All loose or protruding rocks on the back slopes of cuts shall be pried loose or otherwise removed to the slope finished grade line. All cut-and-fill slopes shall be uniformly dressed to the slope, cross-section, and alignment shown on the plans or as directed by the Engineer.

Blasting shall not be allowed.

e. Proof Rolling. After compaction is completed, the subgrade area shall be proof rolled with a 20 ton Tandem axle Dual Wheel Dump Truck loaded to the legal limit with tires inflated to 80 psi in the presence of the Engineer. Apply a minimum of 1 coverage, or as specified by the Engineer, to all paved areas. A coverage is defined as the application of one tire print over the designated area. Soft areas of subgrade that deflect more than 1 inch or show permanent deformation greater than 1 inch shall be removed and replaced with suitable material or reworked to conform to the moisture content and compaction requirements in accordance with these specifications.

152-2.3 BORROW EXCAVATION. ~~Borrow areas within the airport property are indicated on the plans. Borrow excavation shall be made only at these designated locations and within the horizontal and vertical limits as staked or as directed by the Engineer.~~

When borrow sources are outside the boundaries of the airport property, it shall be the Contractor's responsibility to locate and obtain the borrow sources, subject to the approval of the Engineer. The Contractor shall notify the Engineer at least 15 days prior to beginning the excavation so necessary measurements and tests can be made. All borrow pits shall be opened up to expose the various strata of acceptable material to allow obtaining a uniform product. All unsuitable material shall be disposed of by the Contractor. Borrow pits shall be excavated to regular lines to permit accurate measurements, and they shall be drained and left in a neat, presentable condition with all slopes dressed uniformly.

152-2.4 DRAINAGE EXCAVATION. ~~Drainage excavation shall consist of excavating for drainage ditches such as intercepting; inlet or outlet ditches; for temporary levee construction; or for any other type as designed or as shown on the plans. The work shall be performed in sequence with the other construction. Intercepting ditches shall be constructed prior to starting adjacent excavation operations. All satisfactory material shall be placed in embankment fills; unsuitable material shall be placed in designated waste areas or as directed by the Engineer. All necessary work shall be performed true to final line, elevation, and cross-section. The Contractor shall maintain ditches constructed on the project to the required cross-section and shall keep them free of debris or obstructions until the project is accepted.~~

152-2.5 PREPARATION OF EMBANKMENT AREA. Where an embankment is to be constructed to a height of 4 feet or less, all sod and vegetative matter shall be removed from the surface upon which the

embankment is to be placed. The cleared surface shall be broken up by plowing or scarifying to a minimum depth of 6 inches and shall then be compacted as indicated in paragraph 152-2.6.

When the height of fill is greater than 4 feet, sod not required to be removed shall be thoroughly disked and recompacted to the density of the surrounding ground before construction of embankment.

Sloped surfaces steeper than one (1) vertical to four (4) horizontal shall be plowed, stepped, benched, or broken up so that the fill material will bond with the existing material. When the subgrade is part fill and part excavation or natural ground, the excavated or natural ground portion shall be scarified to a depth of 12 inches and compacted as specified for the adjacent fill.

No direct payment shall be made for the work performed under this section. The necessary clearing and grubbing and the quantity of excavation removed will be paid for under the respective items of work.

152-2.6 FORMATION OF EMBANKMENTS. Embankments shall be formed in successive horizontal layers of not more than 8 inches in loose depth for the full width of the cross-section, unless otherwise approved by the Engineer.

The layers shall be placed, to produce a soil structure as shown on the typical cross-section or as directed by the Engineer. Materials such as brush, hedge, roots, stumps, grass and other organic matter, shall not be incorporated or buried in the embankment.

Earthwork operations shall be suspended at any time when satisfactory results cannot be obtained because of rain, freezing, or other unsatisfactory weather conditions in the field. Frozen material shall not be placed in the embankment nor shall embankment be placed upon frozen material. Material shall not be placed on surfaces that are muddy, frozen, or contain frost. The Contractor shall drag, blade, or slope the embankment to provide surface drainage at all times.

The material in each layer shall be within $\pm 2\%$ of optimum moisture content before rolling to obtain the prescribed compaction. To achieve a uniform moisture content throughout the layer, the material shall be moistened or aerated as necessary. Samples of all embankment materials for testing, both before and after placement and compaction, will be taken *as necessary as determined by the Engineer.* ~~for each [—].~~ Based on these tests, the Contractor shall make the necessary corrections and adjustments in methods, materials or moisture content to achieve the specified embankment density.

Rolling operations shall be continued until the embankment is compacted to not less than 95% of maximum density for noncohesive soils, and 90% of maximum density for cohesive soils as determined by ASTM D1557. Under all areas to be paved, the embankments shall be compacted to a depth of 6 inches and to a density of not less than 95 percent of the maximum density as determined by ASTM D1557.

On all areas outside of the pavement areas, no compaction will be required on the top 4 inches.

The in-place field density shall be determined in accordance with ASTM 6938 using Procedure A, the direct transmission method, and ASTM D6938 shall be used to determine the moisture content of the material. The machine shall be calibrated in accordance with ASTM D6938. The Contractor's laboratory shall perform all density tests in the Engineer's presence and provide the test results upon completion to the Engineer for acceptance.

Compaction areas shall be kept separate, and no layer shall be covered by another layer until the proper density is obtained.

During construction of the embankment, the Contractor shall route all construction equipment evenly over the entire width of the embankment as each layer is placed. Layer placement shall begin in the deepest portion of the embankment fill. As placement progresses, the layers shall be constructed approximately parallel to the finished pavement grade line.

When rock and other embankment material are excavated at approximately the same time, the rock shall be incorporated into the outer portion of the embankment and the other material shall be incorporated under the future paved areas. Stones or fragmentary rock larger than 4 inches in their greatest dimensions will not be allowed in the top 6 inches of the subgrade. Rockfill shall be brought up in layers as specified or as directed by the Engineer and the finer material shall be used to fill the voids with forming a dense, compact mass. Rock or boulders shall not be disposed of outside the excavation or embankment areas, except at places and in the manner designated on the plans or by the Engineer.

When the excavated material consists predominantly of rock fragments of such size that the material cannot be placed in layers of the prescribed thickness without crushing, pulverizing or further breaking down the pieces, such material may be placed in the embankment as directed in layers not exceeding 2 feet in thickness. Each layer shall be leveled and smoothed with suitable equipment by distribution of spalls and finer fragments of rock. The layer shall not be constructed above an elevation 4 feet below the finished subgrade.

There will be no separate measurement of payment for compacted embankment. All costs incidental to placing in layers, compacting, discing, watering, mixing, sloping, and other operations necessary for construction of embankments will be included in the contract price for excavation, borrow, or other items.

152-2.7 FINISHING AND PROTECTION OF SUBGRADE. After the subgrade is substantially complete, the Contractor shall remove any soft or other unstable material over the full width of the subgrade that will not compact properly. All low areas, holes or depressions in the subgrade shall be brought to grade with suitable select material. Scarifying, blading, rolling and other methods shall be performed to provide a thoroughly compacted subgrade shaped to the lines and grades shown on the plans.

Grading of the subgrade shall be performed so that it will drain readily. The Contractor shall protect the subgrade from damage and limit hauling over the finished subgrade to only traffic essential for construction purposes. All ruts or rough places that develop in the completed subgrade shall be graded and recompacted.

No subbase, base, or surface course shall be placed on the subgrade until the subgrade has been approved by the Engineer.

152-2.8 HAUL. All hauling will be considered a necessary and incidental part of the work. The Contractor shall include the cost in the contract unit price for the pay of items of work involved. No payment will be made separately or directly for hauling on any part of the work.

152-2.9 TOLERANCES. In those areas upon which a subbase or base course is to be placed, the top of the subgrade shall be of such smoothness that, when tested with a 12-foot straightedge applied parallel and at right angles to the centerline, it shall not show any deviation in excess of 1/2 inch, or shall not be more than 0.05 feet from true grade as established by grade hubs. Any deviation in excess of these amounts shall be corrected by loosening, adding, or removing materials; reshaping; and recompacting.

On safety areas, intermediate and other designated areas, the surface shall be of such smoothness that it will not vary more than 0.10 feet from true grade as established by grade hubs. Any deviation in excess of this amount shall be corrected by loosening, adding or removing materials, and reshaping.

152-2.10 TOPSOIL. When topsoil is specified or required as shown on the plans or under Item T-905, it shall be salvaged from stripping or other grading operations. The topsoil shall meet the requirements of Item T-905. If, at the time of excavation or stripping, the topsoil cannot be placed in its final section of finished construction, the material shall be stockpiled at approved locations. Stockpiles shall not be placed within *the active runway object free area, active runway object free zone, or active taxiway object free area* [—] feet of runway pavement or [—] feet of taxiway pavement and shall not be placed on areas that

subsequently will require any excavation or embankment fill. If, in the judgment of the Engineer, it is practical to place the salvaged topsoil at the time of excavation or stripping, the material shall be placed in its final position without stockpiling or further rehandling.

Upon completion of grading operations, stockpiled topsoil shall be handled and placed as directed, or as required in Item T-905.

No direct payment will be made for topsoil under Item P-152. The quantity removed and placed directly or stockpiled shall be paid for at the contract unit price per cubic yard for "Unclassified Excavation."

When stockpiling of topsoil and later rehandling of such material is directed by the Engineer, the material so rehandled shall be paid for at the contract unit price per cubic yard for "topsoiling," as provided in Item T-905.

METHOD OF MEASUREMENT

152-3.1 *Excavation and embankment items are subsidiary to other contract items.* ~~[The quantity of excavation to be paid for shall be the number of cubic yards measured in its original position. Measurement shall not include the quantity of materials excavated without authorization beyond normal slope lines, or the quantity of material used for purposes other than those directed]~~ ~~[The quantity of compacted embankment in-place to be paid for shall be the number of cubic yards measured in its final position].~~

152-3.2 ~~Borrow material shall be paid for on the basis of the number of cubic yards measured in its original position at the borrow pit.~~

152-3.3 ~~Stockpiled material shall be paid for on the basis of the number of cubic yards measured in the stockpiled position as soon as the material has been stockpiled.~~

152-3.4 ~~For payment specified by the cubic yard, measurement for all [excavation] [embankment] shall be computed by the average end area method. The end area is that bound by the original ground line established by field cross-sections and the final theoretical pay line established by [excavation] [embankment] cross-sections shown on the plans, subject to verification by the Engineer. After completion of all [excavation] [embankment] operations and prior to the placing of base or subbase material, the final [excavation] [embankment] shall be verified by the Engineer by means of field cross-sections taken randomly at intervals not exceeding 500 linear feet.~~

~~**152-3.5** The quantity of embankment in place shall be the number of cubic yards measured in its final position.]~~

BASIS OF PAYMENT

152-4.1 ~~"Unclassified excavation" payment shall be made at the contract unit price per cubic yard. This price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item.~~

152-4.2 ~~"Rock Excavation" payment shall be made at the contract unit price per cubic yard. This price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item.~~

152-4.3 ~~"Muck Excavation" payment shall be made at the contract unit price per cubic yard. This price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item.~~

~~152-4.4 "Drainage Excavation" payment shall be made at the contract unit price per cubic yard. This price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item.~~

~~152-4.5 "Borrow Excavation" payment shall be made at the contract unit price per cubic yard. This price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item.~~

~~152-4.6 "Stockpiled Material" payment shall be made at the contract unit price per cubic yard. This price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item.~~

~~152-4.7 For embankment in place, payment shall be made at the contract unit price per cubic yard. This price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item.~~

Excavation and embankment items will not be paid for directly.

Payment will be made under:

TESTING REQUIREMENTS

ASTM D698	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft ³)
ASTM D1556	Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D1557	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft ³)
ASTM D2167	Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method
ASTM D6938	Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)

END OF ITEM P-152

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ITEM T-901 SEEDING**DESCRIPTION**

901-1.1 This item shall consist of soil preparation, seeding, and fertilizing the areas shown on the plans or as directed by the Engineer in accordance with these specifications.

MATERIALS

901-2.1 SEED The species and application rates of grass, legume, and cover-crop seed furnished shall be those stipulated herein. Seed shall conform to the requirements of Federal Specification JJJ-S-181, Federal Specification, Seeds, Agricultural.

Seed shall be furnished separately or in mixtures in standard containers labeled in conformance with the Agricultural Marketing Service (AMS) Seed Act and applicable state seed laws with the seed name, lot number, net weight, percentages of purity and of germination and hard seed, and percentage of maximum weed seed content clearly marked for each kind of seed. The Contractor shall furnish the Engineer duplicate signed copies of a statement by the vendor certifying that each lot of seed has been tested by a recognized laboratory for seed testing within six (6) months of date of delivery. This statement shall include: name and address of laboratory, date of test, lot number for each kind of seed, and the results of tests as to name, percentages of purity and of germination, and percentage of weed content for each kind of seed furnished, and, in case of a mixture, the proportions of each kind of seed. Wet, moldy, or otherwise damaged seed will be rejected.

Seeds shall be applied as follows: *specified in the Standard Specifications, Section 620 – Seeding.*

Seed	Minimum Seed Purity (Percent)	Minimum Germination (Percent)	Rate of Application lb/acre (or lb/1,000
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

Seeding shall be performed during the period between [] and [] inclusive, unless otherwise approved by the Engineer.

901-2.2 LIME. Lime shall be ground limestone containing not less than 85% of total carbonates, and shall be ground to such fineness that 90% will pass through a No. 20 mesh sieve and 50% will pass through a No. 100 mesh sieve. Coarser material will be acceptable, providing the rates of application are increased to provide not less than the minimum quantities and depth specified in the special provisions on the basis of the two sieve requirements above. Dolomitic lime or a high magnesium lime shall contain at least 10% of magnesium oxide. Lime shall be applied at the rate of [] *specified by the tests furnished in T-905.* All liming materials shall conform to the requirements of ASTM C 602.

901-2.3 FERTILIZER. Fertilizer shall be standard commercial fertilizers supplied separately or in mixtures containing the percentages of total nitrogen, available phosphoric acid, and water-soluble potash. They shall be applied at the rate and to the depth specified, and shall meet the requirements of applicable state laws. They shall be furnished in standard containers with name, weight, and guaranteed analysis of contents clearly marked thereon. No cyanamide compounds or hydrated lime shall be permitted in mixed fertilizers.

The fertilizers may be supplied in one of the following forms:

- a. A dry, free-flowing fertilizer suitable for application by a common fertilizer spreader;
- b. A finely-ground fertilizer soluble in water, suitable for application by power sprayers; or
- c. A granular or pellet form suitable for application by blower equipment.

Fertilizers shall be 10-20-10 commercial fertilizer and shall be spread at the rate of 800 lbs/acre.

901-2.4 SOIL FOR REPAIRS. The soil for fill and topsoiling of areas to be repaired shall be at least of equal quality to that which exists in areas adjacent to the area to be repaired. The soil shall be relatively free from large stones, roots, stumps, or other materials that will interfere with subsequent sowing of seed, compacting, and establishing turf, and shall be approved by the Engineer before being placed.

CONSTRUCTION METHODS

901-3.1 ADVANCE PREPARATION AND CLEANUP. After grading of areas has been completed and before applying fertilizer and ground limestone, areas to be seeded shall be raked or otherwise cleared of stones larger than 2 inches in any diameter, sticks, stumps, and other debris that might interfere with sowing of seed, growth of grasses, or subsequent maintenance of grass-covered areas. If any damage by erosion or other causes has occurred after the completion of grading and before beginning the application of fertilizer and ground limestone, the Contractor shall repair such damage include filling gullies, smoothing irregularities, and repairing other incidental damage.

An area to be seeded shall be considered a satisfactory seedbed without additional treatment if it has recently been thoroughly loosened and worked to a depth of not less than 5 inches as a result of grading operations and, if immediately prior to seeding, the top 3 inches of soil is loose, friable, reasonably free from large clods, rocks, large roots, or other undesirable matter, and if shaped to the required grade.

When the area to be seeded is sparsely sodded, weedy, barren and unworked, or packed and hard, any grass and weeds shall first be cut or otherwise satisfactorily disposed of, and the soil then scarified or otherwise loosened to a depth not less than 5 inches. Clods shall be broken and the top 3 inches of soil shall be worked into a satisfactory seedbed by discing, or by use of cultipackers, rollers, drags, harrows, or other appropriate means.

901-3.2 DRY APPLICATION METHOD.

a. Liming. Lime shall be applied separately and prior to the application of any fertilizer or seed and only on seedbeds that have previously been prepared as described above. The lime shall then be worked into the top 3 inches of soil after which the seedbed shall again be properly graded and dressed to a smooth finish.

b. Fertilizing. Following advance preparations and cleanup fertilizer shall be uniformly spread at the rate that will provide not less than the minimum quantity stated in paragraph 901-2.3.

c. Seeding. Grass seed shall be sown at the rate specified in paragraph 901-2.1 immediately after fertilizing. The fertilizer and seed shall be raked within the depth range stated in the special provisions. Seeds of legumes, either alone or in mixtures, shall be inoculated before mixing or sowing, in accordance with the instructions of the manufacturer of the inoculant. When seeding is required at other than the seasons shown on the plans or in the special provisions, a cover crop shall be sown by the same methods required for grass and legume seeding.

d. Rolling. After the seed has been properly covered, the seedbed shall be immediately compacted by means of an approved lawn roller, weighing 40 to 65 pounds per foot of width for clay soil (or any soil having a tendency to pack), and weighing 150 to 200 pounds per foot of width for sandy or light soils.

901-3.3 WET APPLICATION METHOD.

a. General. The Contractor may elect to apply seed and fertilizer (and lime, if required) by spraying them on the previously prepared seedbed in the form of an aqueous mixture and by using the methods and equipment described herein. The rates of application shall be as specified in the special provisions.

b. Spraying Equipment. The spraying equipment shall have a container or water tank equipped with a liquid level gauge calibrated to read in increments not larger than 50 gallons over the entire range of the tank capacity, mounted so as to be visible to the nozzle operator. The container or tank shall also be equipped with a mechanical power-driven agitator capable of keeping all the solids in the mixture in complete suspension at all times until used.

The unit shall also be equipped with a pressure pump capable of delivering 100 gallons per minute at a pressure of 100 lb / sq inches. The pump shall be mounted in a line that will recirculate the mixture through the tank whenever it is not being sprayed from the nozzle. All pump passages and pipe lines shall be capable of providing clearance for 5/8 inch solids. The power unit for the pump and agitator shall have controls mounted so as to be accessible to the nozzle operator. There shall be an indicating pressure gauge connected and mounted immediately at the back of the nozzle.

The nozzle pipe shall be mounted on an elevated supporting stand in such a manner that it can be rotated through 360 degrees horizontally and inclined vertically from at least 20 degrees below to at least 60 degrees above the horizontal. There shall be a quick-acting, three-way control valve connecting the recirculating line to the nozzle pipe and mounted so that the nozzle operator can control and regulate the amount of flow of mixture delivered to the nozzle. At least three different types of nozzles shall be supplied so that mixtures may be properly sprayed over distance varying from 20 to 100 feet. One shall be a close-range ribbon nozzle, one a medium-range ribbon nozzle, and one a long-range jet nozzle. For ease of removal and cleaning, all nozzles shall be connected to the nozzle pipe by means of quick-release couplings.

In order to reach areas inaccessible to the regular equipment, an extension hose at least 50 feet in length shall be provided to which the nozzles may be connected.

c. Mixtures. Lime, if required, shall be applied separately, in the quantity specified, prior to the fertilizing and seeding operations. Not more than 220 pounds of lime shall be added to and mixed with each 100 gallons of water. Seed and fertilizer shall be mixed together in the relative proportions specified, but not more than a total of 220 pounds of these combined solids shall be added to and mixed with each 100 gallons of water.

All water used shall be obtained from fresh water sources and shall be free from injurious chemicals and other toxic substances harmful to plant life. Brackish water shall not be used at any time. The Contractor shall identify to the Engineer all sources of water at least two (2) weeks prior to use. The Engineer may take samples of the water at the source or from the tank at any time and have a laboratory test the samples for chemical and saline content. The Contractor shall not use any water from any source that is disapproved by the Engineer following such tests.

All mixtures shall be constantly agitated from the time they are mixed until they are finally applied to the seedbed. All such mixtures shall be used within two (2) hours from the time they were mixed or they shall be wasted and disposed of at approved locations.

d. Spraying. Lime, if required, shall be sprayed only upon previously prepared seedbeds. After the applied lime mixture has dried, the lime shall be worked into the top 3 inches, after which the seedbed shall again be properly graded and dressed to a smooth finish.

Mixtures of seed and fertilizer shall only be sprayed upon previously prepared seedbeds on which the lime, if required, shall already have been worked in. The mixtures shall be applied by means of a high-

pressure spray that shall always be directed upward into the air so that the mixtures will fall to the ground like rain in a uniform spray. Nozzles or sprays shall never be directed toward the ground in such a manner as might produce erosion or runoff.

Particular care shall be exercised to ensure that the application is made uniformly and at the prescribed rate and to guard against misses and overlapped areas. Proper predetermined quantities of the mixture in accordance with specifications shall be used to cover specified sections of known area.

Checks on the rate and uniformity of application may be made by observing the degree of wetting of the ground or by distributing test sheets of paper or pans over the area at intervals and observing the quantity of material deposited thereon.

On surfaces that are to be mulched as indicated by the plans or designated by the Engineer, seed and fertilizer applied by the spray method need not be raked into the soil or rolled. However, on surfaces on which mulch is not to be used, the raking and rolling operations will be required after the soil has dried.

901-3.4 MAINTENANCE OF SEEDED AREAS. The Contractor shall protect seeded areas against traffic or other use by warning signs or barricades, as approved by the Engineer. Surfaces gullied or otherwise damaged following seeding shall be repaired by regrading and reseeding as directed. The Contractor shall mow, water as directed, and otherwise maintain seeded areas in a satisfactory condition until final inspection and acceptance of the work.

When either the dry or wet application method outlined above is used for work done out of season, it will be required that the Contractor establish a good stand of grass of uniform color and density to the satisfaction of the Engineer. A grass stand shall be considered adequate when bare spots are one square foot or less, randomly dispersed, and do not exceed 3% of the area seeded.

METHOD OF MEASUREMENT

901-4.1 *Seeding items are subsidiary to other contract items. The quantity of seeding to be paid for shall be the number of units ~~[1,000 square feet] [acres]~~ measured on the ground surface, completed and accepted. ~~Seeding shall be measured to the nearest tenth (0.1) of an acre. Lime and fertilizer will not be measured for separate payment but will be considered subsidiary to seeding.~~*

BASIS OF PAYMENT

901-5.1 *Payment shall be made at the contract unit price per ~~[1,000 square feet] [acres]~~ or fraction thereof, which price and payment shall be full compensation for furnishing and placing all material and for all labor, equipment, tools, and incidentals necessary to complete the work prescribed in this item.*

Seeding items will not be paid for directly.

Payment will be made under:

MATERIAL REQUIREMENTS

ASTM C 602	Agricultural Liming Materials
ASTM D 977	Emulsified Asphalt
FED SPEC JJJ-S-181	Seeds, Agriculture

END OF ITEM T-901

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ITEM T-905 TOPSOILING

DESCRIPTION

905-1.1 This item shall consist of preparing the ground surface for topsoil application, removing topsoil from designated stockpiles or areas to be stripped on the site or from approved sources off the site, and placing and spreading the topsoil on prepared areas in accordance with this specification at the locations shown on the plans or as directed by the Engineer.

MATERIALS

905-2.1 TOPSOIL. Topsoil shall be the surface layer of soil with no admixture of refuse or any material toxic to plant growth, and it shall be reasonably free from subsoil and stumps, roots, brush, stones (2 inches or more in diameter), and clay lumps or similar objects. Brush and other vegetation that will not be incorporated with the soil during handling operations shall be cut and removed. Ordinary sod and herbaceous growth such as grass and weeds are not to be removed, but shall be thoroughly broken up and intermixed with the soil during handling operations. Heavy sod or other cover, which cannot be incorporated into the topsoil by discing or other means, shall be removed. The topsoil or soil mixture, unless otherwise specified or approved, shall have a pH range of approximately 5.5 pH to 7.6 pH, when tested in accordance with the methods of testing of the Association of Official Agricultural Chemists in effect on the date of invitation of bids. The organic content shall be not less than 3% nor more than 20% as determined by the wet-combustion method (chromic acid reduction). There shall be not less than 20% nor more than 80% of the material passing the 200 mesh sieve as determined by the wash test in accordance with ASTM C 117. *Topsoil testing shall be completed and paid for by the Contractor.*

Natural topsoil may be amended by the Contractor with approved materials and methods to meet the above specifications.

905-2.2 INSPECTION AND TESTS. Within 10 days following acceptance of the bid, the Engineer shall be notified of the source of topsoil to be furnished by the Contractor. The topsoil shall be inspected to determine if the selected soil meets the requirements specified and to determine the depth to which stripping will be permitted. At this time, the Contractor may be required to take representative soil samples from several locations within the area under consideration and to the proposed stripping depths, for testing purposes as specified in paragraph 905-2.1.

CONSTRUCTION METHODS

905-3.1 GENERAL. Areas to be topsoiled shall be shown on the plans. If topsoil is available on the site, the location of the stockpiles or areas to be stripped of topsoil and the stripping depths shall be shown on the plans.

Suitable equipment necessary for proper preparation and treatment of the ground surface, stripping of topsoil, and for the handling and placing of all required materials shall be on hand, in good condition, and approved by the Engineer before the various operations are started.

905-3.2 PREPARING THE GROUND SURFACE. Immediately prior to dumping and spreading the topsoil on any area, the surface shall be loosened by discs or spike-tooth harrows, or by other means approved by the Engineer, to a minimum depth of 2 inches to facilitate bonding of the topsoil to the covered subgrade soil. The surface of the area to be topsoiled shall be cleared of all stones larger than 2 inches in any diameter and all litter or other material which may be detrimental to proper bonding, the rise of capillary moisture, or the proper growth of the desired planting. Limited areas, as shown on the plans, which are too compact to respond to these operations shall receive special scarification.

Grades on the area to be topsoiled, which have been established by others as shown on the plans, shall be maintained in a true and even condition. Where grades have not been established, the areas shall be

smooth-graded and the surface left at the prescribed grades in an even and compacted condition to prevent the formation of low places or pockets where water will stand.

905-3.3 OBTAINING TOPSOIL. Prior to the stripping of topsoil from designated areas, any vegetation, briars, stumps and large roots, rubbish or stones found on such areas, which may interfere with subsequent operations, shall be removed using methods approved by the Engineer. Heavy sod or other cover, which cannot be incorporated into the topsoil by discing or other means shall be removed.

When suitable topsoil is available on the site, the Contractor shall remove this material from the designated areas and to the depth as directed by the Engineer. The topsoil shall be spread on areas already tilled and smooth-graded, or stockpiled in areas approved by the Engineer. Any topsoil stockpiled by the Contractor shall be rehandled and placed without additional compensation. Any topsoil that has been stockpiled on the site by others, and is required for topsoiling purposes, shall be removed and placed by the Contractor. The sites of all stockpiles and areas adjacent thereto which have been disturbed by the Contractor shall be graded if required and put into a condition acceptable for seeding.

When suitable topsoil is secured off the airport site, the Contractor shall locate and obtain the supply, subject to the approval of the Engineer. The Contractor shall notify the Engineer sufficiently in advance of operations in order that necessary measurements and tests can be made. The Contractor shall remove the topsoil from approved areas and to the depth as directed. The topsoil shall be hauled to the site of the work and placed for spreading, or spread as required. Any topsoil hauled to the site of the work and stockpiled shall be rehandled and placed without additional compensation.

905-3.4 PLACING TOPSOIL. The topsoil shall be evenly spread on the prepared areas to a uniform depth of inches after compaction, unless otherwise shown on the plans or stated in the special provisions. Spreading shall not be done when the ground or topsoil is frozen, excessively wet, or otherwise in a condition detrimental to the work. Spreading shall be carried on so that turving operations can proceed with a minimum of soil preparation or tilling.

After spreading, any large, stiff clods and hard lumps shall be broken with a pulverizer or by other effective means, and all stones or rocks (2 inches or more in diameter), roots, litter, or any foreign matter shall be raked up and disposed of by the Contractor. After spreading is completed, the topsoil shall be satisfactorily compacted by rolling with a cultipacker or by other means approved by the Engineer. The compacted topsoil surface shall conform to the required lines, grades, and cross-sections. Any topsoil or other dirt falling upon pavements as a result of hauling or handling of topsoil shall be promptly removed.

METHOD OF MEASUREMENT

905-4.1 ~~Topsoil items are subsidiary to other contract items. Topsoil obtained on the site shall be measured by the area in square yards of the specified thickness of topsoil rehandled and placed from the topsoil stockpiled under Item P-152-2.10 as accepted by the Engineer. Topsoiling measured for payment shall only be the planned limits of construction.~~ number of cubic yards of topsoil measured in its original position and stripped or excavated. Topsoil stockpiled by others and removed for topsoiling by the Contractor shall be measured by the number of cubic yards of topsoil measured in the stockpile. Topsoil shall be measured by volume in cubic yards computed by the method of end areas.

905-4.2 ~~Topsoil obtained off the site shall be measured by the number of cubic yards of topsoil measured in its original position and stripped or excavated. Topsoil shall be measured by volume in cubic yards computed by the method of end areas.~~

BASIS OF PAYMENT

905-5.1 ~~Payment will be made at the contract unit price per cubic yard square yard of the specified thickness for topsoiling (obtained on the site). This price shall be full compensation for furnishing all~~

~~materials and for all preparation, placing, and spreading of the materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.~~

~~**905-5.2** Payment will be made at the contract unit price per cubic yard for topsoiling (obtained off the site). This price shall be full compensation for furnishing all materials and for all preparation, placing, and spreading of the materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.~~

Topsoil items will not be paid for directly.

Payment will be made under:

TESTING MATERIALS

ASTM C 117 Materials Finer than 75- μ m (No. 200) Sieve in Mineral Aggregates by Washing

END OF ITEM T-905

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ITEM L-108 UNDERGROUND POWER CABLE FOR AIRPORTS

DESCRIPTION

108-1.1 This item shall consist of furnishing and installing power cables that are direct buried and furnishing and/or installing power cables within conduit or duct banks per these specifications at the locations shown on the plans. It includes excavation and backfill of trench for direct-buried cables only. Also included are the installation of counterpoise wires, ground wires, ground rods and connections, cable splicing, cable marking, cable testing, and all incidentals necessary to place the cable in operating condition as a completed unit to the satisfaction of the Engineer. This item shall not include the installation of duct banks or conduit, trenching and backfilling for duct banks or conduit, or furnishing or installation of cable for FAA owned/operated facilities. Requirements and payment for trenching and backfilling for the installation of underground conduit and duct banks is in Item L-110, Airport Underground Electrical Duct Banks and Conduits.

EQUIPMENT AND MATERIALS

108-2.1 GENERAL.

a. Airport lighting equipment and materials covered by advisory circulars (AC) shall be approved under the Airport Lighting Equipment Certification Program per AC 150/5345-53, current version.

b. All other equipment and materials covered by other referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification, when requested by the Engineer.

c. Manufacturer's certifications shall not relieve the Contractor of the responsibility to provide materials per these specifications. Materials supplied and/or installed that do not comply with these specifications shall be removed (when directed by the Engineer) and replaced with materials that comply with these specifications at the Contractor's cost.

d. All materials and equipment used to construct this item shall be submitted to the Engineer for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify products or models applicable to this project. Indicate all optional equipment and delete any non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment to which they apply on each submittal sheet. Markings shall be made bold and clear with arrows or circles (highlighting is not acceptable). The Contractor is solely responsible for delays in the project that may accrue directly or indirectly from late submissions or resubmissions of submittals.

e. The data submitted shall be sufficient, in the opinion of the Engineer, to determine compliance with the plans and specifications. The Contractor's submittals shall be neatly bound in a properly sized 3-ring binder, tabbed by specification section. The Engineer reserves the right to reject any and all equipment, materials, or procedures that do not meet the system design and the standards and codes, specified in this document.

f. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for at least twelve (12) months from the date of final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner. The Contractor shall be responsible to maintain a minimum insulation resistance per AC 150/5340-26B, Maintenance Airport Visual aid Facilities, Table 5-

1 and paragraph 5.1.3.1, with isolation transformers connected in new circuits and new segments of existing circuits through the end of the contract warranty period.

108-2.2 CABLE. Underground cable for airfield lighting facilities (runway and taxiway lights and signs) shall conform to the requirements of AC 150/5345-7, Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits latest edition. Conductors for use on 6.6 ampere primary airfield lighting series circuits shall be single conductor, seven strand, #8 American wire gauge AWG), L-824 Type C, 5,000 volts, nonshielded, with cross-linked polyethylene insulation. Conductors for use on 20 ampere primary airfield lighting series circuits shall be single conductor, seven strand, #6 AWG, L-824 Type C, 5,000 volts, nonshielded, with cross-linked polyethylene insulation. L-824 conductors for use on the L-830 secondary of airfield lighting series circuits shall be sized in accordance with the manufacturer's recommendations. All other conductors shall comply with FAA and National Electric Code (NEC) requirements. Conductor sizes noted above shall not apply to leads furnished by manufacturers on airfield lighting transformers and fixtures.

Wire for electrical circuits up to 600 volts shall comply with Specification L-824 and/or Federal Specification J-C-30 and shall be type THWN-2, 75°C. Conductors for parallel (voltage) circuits shall be sized and installed in accordance with NFPA-70, National Electrical Code.

Unless noted otherwise, all 600-volt and less non-airfield lighting conductor sizes are based on a 75°C, THWN-2, 600 volt insulation, copper conductors, not more than three single insulated conductors, in raceway, in free air. The conduit/duct sizes are based on the use of THWN-2, 600 volt insulated conductors. The Contractor shall make the necessary increase in conduit/duct sizes for other types of wire insulation. In no case shall the conduit/duct size be reduced. The minimum power circuit wire size shall be #12 AWG.

Conductor sizes may have been adjusted due to voltage drop or other engineering considerations. Equipment provided by the Contractor shall be capable of accepting the quantity and sizes of conductors shown in the Contract Documents. All conductors, pigtails, cable step-down adapters, cable step-up adapters, terminal blocks and splicing materials necessary to complete the cable termination/splice shall be considered incidental to the respective pay items provided.

Cable type, size, number of conductors, strand and service voltage shall be as specified in the Contract Document.

108-2.3 BARE COPPER WIRE (COUNTERPOISE, BARE COPPER WIRE GROUND AND GROUND RODS). Wire for counterpoise or ground installations for airfield lighting systems shall be No. 6 AWG bare solid copper wire for counterpoise and/or No. 6 AWG insulated stranded for ground wire per ASTM B3 and ASTM B8, and shall be bare copper wire per ASTM B33. See AC 150/5340-30 for additional details about counterpoise and ground wire types and installation. For voltage powered circuits, the equipment ground conductor shall be minimum No. 6 AWG, 600V rated, Type XHHW insulated, green color, stranded copper equipment ground conductor.

Ground rods shall be copper-clad steel. The ground rods shall be of the length and diameter specified on the plans, but in no case be less than 10 feet (2.54 m) long and 3/4 inch (19 mm) in diameter.

108-2.4 CABLE CONNECTIONS. In-line connections or splices of underground primary cables shall be of the type called for on the plans, and shall be one of the types listed below. No separate payment will be made for cable connections.

a. The Cast Splice. A cast splice, employing a plastic mold and using epoxy resin equivalent to that manufactured by 3M™ Company, "Scotchcast" Kit No. 82-B, or as manufactured by Hysol® Corporation, "Hyseal Epoxy Splice" Kit No. E1135, or an approved equivalent, used for potting the splice is acceptable.

b. The Field-Attached Plug-In Splice. Figure 3 of AC 150/5345-26, Specification for L-823 Plug and Receptacle, Cable Connectors, employing connector kits, is acceptable for field attachment to single conductor cable. It shall be the Contractor's responsibility to determine the outside diameter of the cable to be spliced and to furnish appropriately sized connector kits and/or adapters and heat shrink tubing with integral sealant.

c. The Factory-Molded Plug-in Splice. Specification for L-823 Connectors, Factory-Molded to Individual Conductors, is acceptable.

d. The Taped or Heat-Shrink Splice. Taped splices employing field-applied rubber, or synthetic rubber tape covered with plastic tape is acceptable. The rubber tape should meet the requirements of ASTM D4388 and the plastic tape should comply with Military Specification MIL-I-24391 or Commercial Item Description A-A-55809. Heat shrinkable tubing shall be heavy-wall, self-sealing tubing rated for the voltage of the wire being spliced and suitable for direct-buried installations. The tubing shall be factory coated with a thermoplastic adhesive-sealant that will adhere to the insulation of the wire being spliced forming a moisture- and dirt-proof seal. Additionally, heat shrinkable tubing for multi-conductor cables, shielded cables, and armored cables shall be factory kits that are designed for the application. Heat shrinkable tubing and tubing kits shall be manufactured by Tyco Electronics/ Raychem Corporation, Energy Division, or approved equivalent.

In all the above cases, connections of cable conductors shall be made using crimp connectors using a crimping tool designed to make a complete crimp before the tool can be removed. All L-823/L-824 splices and terminations shall be made per the manufacturer's recommendations and listings.

All connections of counterpoise, grounding conductors and ground rods shall be made by the exothermic process or approved equivalent, except that a light base ground clamp connector shall be used for attachment to the light base. See AC 150/5340-30 for additional information about methods of attaching a ground to a galvanized light base. All exothermic connections shall be made per the manufacturer's recommendations and listings.

108-2.5 SPLICER QUALIFICATIONS. Every airfield lighting cable splicer shall be qualified in making airport cable splices and terminations on cables rated at or above 5,000 volts AC. The Contractor shall submit to the Engineer proof of the qualifications of each proposed cable splicer for the airport cable type and voltage level to be worked on. Cable splicing/terminating personnel shall have a minimum of three (3) years continuous experience in terminating/splicing medium voltage cable.

~~**108-2.6 CONCRETE.** Concrete for cable markers shall be per Specification Item P-610, Structural Portland Cement Concrete.~~

~~**108-2.7 FLOWABLE BACKFILL.** Flowable material used to backfill trenches for power cable trenches shall conform to the requirements of Item P-153, Controlled Low Strength Material.~~

108-2.8 CABLE IDENTIFICATION TAGS. Cable identification tags shall be made from a non-corrosive material with the circuit identification stamped or etched onto the tag. The tags shall be of the type as detailed on the plans.

108-2.9 TAPE. Electrical tapes shall be Scotch™ Electrical Tapes –Scotch™ 88 (1-1/2 inch (38 mm) wide) and Scotch™ 130C® linerless rubber splicing tape (2-inch (50 mm) wide), as manufactured by the Minnesota Mining and Manufacturing Company (3M™), or an approved equivalent.

108-2.10 ELECTRICAL COATING. Electrical coating shall be Scotchkote™ as manufactured by 3M™, or an approved equivalent.

108-2.11 EXISTING CIRCUITS. Whenever the scope of work requires connection to an existing circuit, the circuit's insulation resistance shall be tested, in the presence of the Engineer. The test shall be

performed per this item and prior to any activity that will affect the respective circuit. The Contractor shall record the results on forms acceptable to the Engineer. When the work affecting the circuit is complete, the circuit's insulation resistance shall be checked again, in the presence of the Engineer. The Contractor shall record the results on forms acceptable to the Engineer. The second reading shall be equal to or greater than the first reading or the Contractor shall make the necessary repairs to the circuit to bring the second reading above the first reading. All repair costs including a complete replacement of the L-823 connectors, L-830 transformers and L-824 cable, if necessary, shall be borne by the Contractor. All test results shall be submitted in the Operation and Maintenance (O&M) Manual.

108-2.12 DETECTABLE WARNING TAPE. Plastic, detectable, American Wood Preservers Association (AWPA) Red (electrical power lines, cables, conduit and lighting cable) with continuous legend magnetic tape shall be polyethylene film with a metalized foil core and shall be 3-6 inches (75-150 mm) wide. Detectable tape is incidental to the respective bid item.

CONSTRUCTION METHODS

108-3.1 GENERAL. The Contractor shall install the specified cable at the approximate locations indicated on the plans. Unless otherwise shown on the plans, all cable required to cross under pavements expected to carry aircraft loads shall be installed in concrete encased duct banks. Wherever possible, cable shall be run without splices, from connection to connection.

Cable connections between lights will be permitted only at the light locations for connecting the underground cable to the primary leads of the individual isolation transformers. The Contractor shall be responsible for providing cable in continuous lengths for home runs or other long cable runs without connections unless otherwise authorized in writing by the Engineer or shown on the plans.

In addition to connectors being installed at individual isolation transformers, L-823 cable connectors for maintenance and test points shall be installed at locations shown on the plans. Cable circuit identification markers shall be installed on both sides of the L-823 connectors installed or at least once in each access point where L-823 connectors are not installed.

Provide not less than 3 feet (1 m) of cable slack on each side of all connections, isolation transformers, light units, and at points where cable is connected to field equipment. Where provisions must be made for testing or for future above grade connections, provide enough slack to allow the cable to be extended at least one foot (30 cm) vertically above the top of the access structure. This requirement also applies where primary cable passes through empty light bases, junction boxes, and access structures to allow for future connections, or as designated by the Engineer.

Primary airfield lighting cables installed shall have cable circuit identification markers attached on both sides of each L-823 connector and on each airport lighting cable entering or leaving cable access points, such as manholes, hand holes, pull boxes, junction boxes, etc. Markers shall be of sufficient length for imprinting the cable circuit identification legend on one line, using letters not less than 1/4 inch (6 mm) in size. The cable circuit identification shall match the circuits noted on the construction plans.

108-3.2 INSTALLATION IN DUCT BANKS OR CONDUITS. This item includes the installation of the cable in duct banks or conduit per the following paragraphs. The maximum number and voltage ratings of cables installed in each single duct or conduit, and the current-carrying capacity of each cable shall be per the latest version of the National Electric Code, or the code of the local agency or authority having jurisdiction.

The Contractor shall make no connections or splices of any kind in cables installed in conduits or duct banks.

Unless otherwise designated in the plans, where ducts are in tiers, use the lowest ducts to receive the cable first, with spare ducts left in the upper levels. Check duct routes prior to construction to obtain assurance that the shortest routes are selected and that any potential interference is avoided.

Duct banks or conduits shall be installed as a separate item per Item L-110, Airport Underground Electrical Duct Banks and Conduit. The Contractor shall run a mandrel through duct banks or conduit prior to installation of cable to ensure that the duct bank or conduit is open, continuous and clear of debris. The mandrel size shall be compatible with the conduit size. The Contractor shall swab out all conduits/ducts and clean light bases, manholes, etc., interiors immediately prior to pulling cable. Once cleaned and swabbed, the light bases and all accessible points of entry to the duct/conduit system shall be kept closed except when installing cables. Cleaning of ducts, light bases, manholes, etc., is incidental to the pay item of the item being cleaned. All raceway systems left open, after initial cleaning, for any reason shall be re-cleaned at the Contractor's expense. The Contractor shall verify existing ducts proposed for use in this project as clear and open. The Contractor shall notify the Engineer of any blockage in the existing ducts.

The cable shall be installed in a manner that prevents harmful stretching of the conductor, damage to the insulation, or damage to the outer protective covering. The ends of all cables shall be sealed with moisture-seal tape providing moisture-tight mechanical protection with minimum bulk, or alternately, heat shrinkable tubing before pulling into the conduit and it shall be left sealed until connections are made. Where more than one cable is to be installed in a conduit, all cable shall be pulled in the conduit at the same time. The pulling of a cable through duct banks or conduits may be accomplished by hand winch or power winch with the use of cable grips or pulling eyes. Maximum pulling tensions shall not exceed the cable manufacturer's recommendations. A non-hardening cable-pulling lubricant recommended for the type of cable being installed shall be used where required.

The Contractor shall submit the recommended pulling tension values to the Engineer prior to any cable installation. If required by the Engineer, pulling tension values for cable pulls shall be monitored by a dynamometer in the presence of the Engineer. Cable pull tensions shall be recorded by the Contractor and reviewed by the Engineer. Cables exceeding the maximum allowable pulling tension values shall be removed and replaced by the Contractor at the Contractor's expense.

The manufacturer's minimum bend radius or NEC requirements (whichever is more restrictive) shall apply. Cable installation, handling and storage shall be per manufacturer's recommendations. During cold weather, particular attention shall be paid to the manufacturer's minimum installation temperature. Cable shall not be installed when the temperature is at or below the manufacturer's minimum installation temperature. At the Contractor's option, the Contractor may submit a plan, for review by the Engineer, for heated storage of the cable and maintenance of an acceptable cable temperature during installation when temperatures are below the manufacturer's minimum cable installation temperature.

Cable shall not be dragged across base can or manhole edges, pavement or earth. When cable must be coiled, lay cable out on a canvas tarp or use other appropriate means to prevent abrasion to the cable jacket.

108-3.3 INSTALLATION OF DIRECT-BURIED CABLE IN TRENCHES. Unless otherwise specified, the Contractor shall not use a cable plow for installing the cable. Cable shall be unreeled uniformly in place alongside or in the trench and shall be carefully placed along the bottom of the trench. The cable shall not be unreeled and pulled into the trench from one end. Slack cable sufficient to provide strain relief shall be placed in the trench in a series of S curves. Sharp bends or kinks in the cable shall not be permitted.

Where cables must cross over each other, a minimum of 3 inches (75 mm) vertical displacement shall be provided with the topmost cable depth at or below the minimum required depth below finished grade.

a. Trenching. Where turf is well established and the sod can be removed, it shall be carefully stripped and properly stored. Trenches for cables may be excavated manually or with mechanical trenching equipment. Walls of trenches shall be essentially vertical so that a minimum of surface is disturbed. Graders

shall not be used to excavate the trench with their blades. The bottom surface of trenches shall be essentially smooth and free from coarse aggregate. Unless otherwise specified, cable trenches shall be excavated to a minimum depth of 18 inches (0.5 m) below finished grade per NEC Table 300.5, except as follows:

(1) When off the airport or crossing under a roadway or driveway, the minimum depth shall be 36 inches (91 cm) unless otherwise specified.

(2) Minimum cable depth when crossing under a railroad track, shall be 42 inches (1 m) unless otherwise specified.

Dewatering necessary for cable installation, erosion and turbidity control, per Federal, state, and local requirements is incidental to its respective pay items as part of Item L-108. The cost of all excavation regardless of type of material encountered, shall be included in the unit price bid for the L-108 Item.

The Contractor shall excavate all cable trenches to a width not less than 6 inches (150 mm). Unless otherwise specified on the plans, all cables in the same location and running in the same general direction shall be installed in the same trench.

When rock is encountered, the rock shall be removed to a depth of at least 3 inches (75 mm) below the required cable depth and it shall be replaced with bedding material of earth or sand containing no mineral aggregate particles that would be retained on a 1/4 inch (6 mm) sieve. Flowable backfill material may alternatively be used. The Contractor shall ascertain the type of soil or rock to be excavated before bidding. All such rock removal shall be performed and paid for under Item P-152.

Duct bank or conduit markers temporarily removed for trench excavations shall be replaced as required.

It is the Contractor's responsibility to locate existing utilities within the work area prior to excavation. Where existing active cables cross proposed installations, the Contractor shall ensure that these cables are adequately protected. Where crossings are unavoidable, no splices will be allowed in the existing cables, except as specified on the plans. Installation of new cable where such crossings must occur shall proceed as follows:

(1) Existing cables shall be located manually. Unearthed cables shall be inspected to assure absolutely no damage has occurred.

(2) Trenching, etc., in cable areas shall then proceed, with approval of the Engineer, with care taken to minimize possible damage or disruption of existing cable, including careful backfilling in area of cable.

In the event that any previously identified cable is damaged during the course of construction, the Contractor shall be responsible for the complete repair or replacement.

b. Backfilling. After the cable has been installed, the trench shall be backfilled. The first layer of backfill in the trench shall be 3 inches (75 mm) deep, loose measurement, and shall be either earth or sand containing no mineral aggregate particles that would be retained on a 1/4 inch (6 mm) sieve. This layer shall not be compacted. The second layer shall be 5 inches (125 mm) deep, loose measurement, and shall contain no particles that would be retained on a one inch (25 mm) sieve. The remaining third and subsequent layers of backfill shall not exceed 8 inches (20 cm) of loose measurement and be excavated or imported material and shall not contain stone or aggregate larger than 4 inches (100 mm) maximum diameter.

The second and subsequent layers shall be thoroughly tamped and compacted to at least the density of the adjacent undisturbed soil, and to the satisfaction of the Engineer. If necessary to obtain the desired compaction, the backfill material shall be moistened or aerated as required.

If the cable is to be installed in locations or areas where other compaction requirements are specified (under pavements, embankments, etc.) the compaction requirements per Item P-152 for that area shall be followed.

Trenches shall not contain pools of water during backfilling operations. The trench shall be completely backfilled and tamped level with the adjacent surface, except that when turf is to be established over the trench, the backfilling shall be stopped at an appropriate depth consistent with the type of turfing operation to be accommodated. A proper allowance for settlement shall also be provided. Any excess excavated material shall be removed and disposed of per the plans and specifications.

Underground electrical warning (caution) tape shall be installed in the trench above all direct-buried cable. Contractor shall submit a sample of the proposed warning tape for acceptance by the Engineer. If not shown on the plans, the warning tape shall be located 6 inches (150 mm) above the direct-buried cable or the counterpoise wire if present. A 3-6 inch (75 - 150 mm) wide polyethylene film detectable tape, with a metalized foil core, shall be installed above all direct buried cable or counterpoise. The tape shall be of the color and have a continuous legend as indicated on the plans. The tape shall be installed 8 inch (200 mm) minimum below finished grade.

c. Restoration. Following restoration of all trenching near airport movement surfaces, the Contractor shall visually inspect the area for foreign object debris (FOD) and remove any that is found. Where soil and sod has been removed, it shall be replaced as soon as possible after the backfilling is completed. All areas disturbed by work shall be restored to its original condition. The restoration shall include the seeding as shown on the plans. The Contractor shall be held responsible for maintaining all disturbed surfaces and replacements until final acceptance. When trenching is through paved areas, restoration shall be equal to existing conditions and compaction shall meet the requirements of Item P-152. Restoration shall be considered incidental to the pay item of which it is a component part.

108-3.4 CABLE MARKERS FOR DIRECT-BURIED CABLE. The location of direct buried circuits shall be marked by a concrete slab marker, 2 feet (60 cm) square and 4-6 inch (10 - 15 cm) thick, extending approximately one inch (25 mm) above the surface. Each cable run from a line of lights and signs to the equipment vault shall be marked at approximately every 200 feet (61 m) along the cable run, with an additional marker at each change of direction of cable run. All other direct-buried cable shall be marked in the same manner. Cable markers shall be installed directly above the cable. The Contractor shall impress the word "CABLE" and directional arrows on each cable marking slab. The letters shall be approximately 4 inches (100 mm) high and 3 inches (75 mm) wide, with width of stroke 1/2 inch (12 mm) and 1/4 inch (6 mm) deep.

At the location of each underground cable connection, except at lighting units, or isolation transformers, or power a concrete marker slab must mark adapters placed above the connection. The Contractor shall impress the word "SPLICE" on each slab. The Contractor also shall impress additional circuit identification symbols on each slab as directed by the Engineer. All cable markers and splice markers shall be painted international orange. Paint shall be specifically manufactured for uncured exterior concrete. After placement, all cable or splice markers shall be given one coat of high-visibility aviation orange paint as approved by the Engineer. Furnishing and installation of cable markers is incidental to the respective cable pay item.

108-3.5 SPLICING. Connections of the type shown on the plans shall be made by experienced personnel regularly engaged in this type of work and shall be made as follows:

a. Cast splices. These shall be made by using crimp connectors for jointing conductors. Molds shall be assembled, and the compound shall be mixed and poured per the manufacturer's instructions and to the satisfaction of the Engineer.

b. Field-attached plug-in splices. These shall be assembled per the manufacturer's instructions. These splices shall be made by plugging directly into mating connectors. In all cases the joint where the connectors come together shall be wrapped with at least one layer of rubber or synthetic rubber tape and one layer of plastic tape, one-half lapped, extending at least 1-1/2 inches (38 mm) on each side of the joint.

c. Factory-molded plug-in splices. These shall be made by plugging directly into mating connectors. In all cases, the joint where the connectors come together shall be wrapped with at least one layer of rubber or synthetic rubber tape and one layer of plastic tape, one-half lapped, extending at least 1-1/2 inches (38 mm) on each side of the joint.

d. Taped or heat-shrink splices. A taped splice shall be made in the following manner:

Bring the cables to their final position and cut so that the conductors will butt. Remove insulation and jacket allowing for bare conductor of proper length to fit compression sleeve connector with 1/4 inch (6 mm) of bare conductor on each side of the connector. Prior to splicing, the two ends of the cable insulation shall be penciled using a tool designed specifically for this purpose and for cable size and type. Do not use emery paper on splicing operation since it contains metallic particles. The copper conductors shall be thoroughly cleaned. Join the conductors by inserting them equidistant into the compression connection sleeve. Crimp conductors firmly in place with crimping tool that requires a complete crimp before tool can be removed. Test the crimped connection by pulling on the cable. Scrape the insulation to assure that the entire surface over which the tape will be applied (plus 3 inches (75 mm) on each end) is clean. After scraping wipe the entire area with a clean lint-free cloth. Do not use solvents.

Apply high-voltage rubber tape one-half lapped over bare conductor. This tape should be tensioned as recommended by the manufacturer. Voids in the connector area may be eliminated by highly elongating the tape, stretching it just short of its breaking point. Throughout the rest of the splice less tension should be used. Always attempt to exactly half-lap to produce a uniform buildup. Continue buildup to 1-1/2 times cable diameter over the body of the splice with ends tapered a distance of approximately one inch (25 mm) over the original jacket. Cover rubber tape with two layers of vinyl pressure-sensitive tape one-half lapped. Do not use glyptol or lacquer over vinyl tape as they react as solvents to the tape. No further cable covering or splice boxes are required.

Heat shrinkable tubing shall be installed following manufacturer's instructions. Direct flame heating shall not be permitted unless recommended by the manufacturer. Cable surfaces within the limits of the heat-shrink application shall be clean and free of contaminants prior to application.

Surfaces of equipment or conductors being terminated or connected shall be prepared in accordance with industry standard practice and manufacturer's recommendations. All surfaces to be connected shall be thoroughly cleaned to remove all dirt, grease, oxides, nonconductive films, or other foreign material. Paints and other nonconductive coatings shall be removed to expose base metal. Clean all surfaces at least 1/4 inch (6.4 mm) beyond all sides of the larger bonded area on all mating surfaces. Use a joint compound suitable for the materials used in the connection. Repair painted/coated surface to original condition after completing the connection.

108-3.6 BARE COUNTERPOISE WIRE INSTALLATION FOR LIGHTNING PROTECTION AND GROUNDING. If shown on the plans or included in the job specifications, bare solid #6 AWG copper counterpoise wire shall be installed for lightning protection of the underground cables. The Engineer shall select one of two methods of lightning protection for the airfield lighting circuit based on the frequency of local lightning:

a. Equipotential. – may be used by the Engineer for areas that have high rates of lightning strikes. This is where the counterpoise is bonded to the light base (edge lights included) and counterpoise size is determined by the Engineer.

b. Isolation – used in areas where lightning strikes are not common. The counterpoise is not bonded to edge light fixtures, in-pavement fixtures are bonded to the counterpoise. Counterpoise size is selected by the Engineer.

Counterpoise wire shall be installed in the same trench for the entire length of buried cable, conduits and duct banks that are installed to contain airfield cables

For raceways installed under pavement; for raceways and cables not installed adjacent to the full strength pavement edge; for fixtures installed in full strength pavement and shoulder pavement and for optional method of edge lights installed in turf (stabilized soils); and for raceways or cables adjacent to the full strength pavement edge, the counterpoise conductor shall be centered over the raceway or cable to be protected as described below.

The counterpoise conductor shall be installed no less than 8 inches (203 mm) above the raceway or cable to be protected, except as permitted below.

The minimum counterpoise conductor height above the raceway or cable to be protected shall be permitted to be adjusted subject to coordination with the airfield lighting and pavement designs.

Where raceway is installed by the directional bore, jack and bore, or other drilling method, the counterpoise conductor shall be permitted to be installed concurrently with the directional bore, jack and bore, or other drilling method raceway, external to the raceway or sleeve.

The counterpoise conductor shall be installed no more than 12 inches (305 mm) above the raceway or cable to be protected.

The counterpoise conductor height above the protected raceway(s) or cable(s) shall be calculated to ensure that the raceway or cable is within a 45-degree area of protection.

The counterpoise conductor shall be bonded to each metallic light base, mounting stake, and metallic airfield lighting component.

All metallic airfield lighting components in the field circuit on the output side of the constant current regulator (CCR) or other power source shall be bonded to the airfield lighting counterpoise system.

The counterpoise wire shall also be exothermically welded to ground rods installed as shown on the plans but not more than 500 feet (150 m) apart around the entire circuit. The counterpoise system shall be continuous and terminate at the transformer vault or at the power source. It shall be securely attached to the vault or equipment external ground ring or other made electrode-grounding system. The connections shall be made as shown on the plans and in the specifications.

If shown on the plans or in the specifications, a separate equipment (safety) ground system shall be provided in addition to the counterpoise wire using one of the following methods:

c. A ground rod installed at and securely attached to each light fixture base, mounting stake, and to all metal surfaces at junction/access structures via #6 AWG wire.

d. For parallel voltage systems only, install a #6 AWG green insulated equipment ground conductor internal to the conduit system and securely attached it to each light fixture base internal grounding lug and to all metal surfaces at junction/access structures. Dedicated ground rods shall be installed and exothermically welded to the counterpoise wires at each end of a duct bank crossing under pavement.

Where an existing airfield lighting system is being extended or modified, the new counterpoise conductors shall be interconnected to existing counterpoise conductors at each intersection of the new and existing airfield lighting counterpoise systems.

108-3.7 COUNTERPOISE INSTALLATION ABOVE MULTIPLE CONDUITS AND DUCT BANKS.

Counterpoise wires shall be installed above multiple conduits/duct banks for airfield lighting cables, with the intent being to provide a complete area of protection over the airfield lighting cables. When multiple conduits and/or duct banks for airfield cable are installed in the same trench, the number and location of counterpoise

wires above the conduits shall be adequate to provide a complete cone of protection measured 22-1/2 degrees each side of vertical.

Where duct banks pass under pavement to be constructed in the project, the counterpoise shall be placed above the duct bank. Reference details on the construction plans.

108-3.8 COUNTERPOISE INSTALLATION AT EXISTING DUCT BANKS. When airfield lighting cables are indicated on the plans to be routed through existing duct banks, the new counterpoise wiring shall be terminated at ground rods at each end of the existing duct bank where the cables being protected enter and exit the duct bank. The new counterpoise conductor shall be bonded to the existing counterpoise system.

108-3.9 EXOTHERMIC BONDING. Bonding of counterpoise wire shall be by the exothermic welding process. Only personnel experienced in and regularly engaged in this type of work shall make these connections.

Contractor shall demonstrate to the satisfaction of the Engineer, the welding kits, materials and procedures to be used for welded connections prior to any installations in the field. The installations shall comply with the manufacturer's recommendations and the following:

- a. All slag shall be removed from welds.
- b. Using an exothermic weld to bond the counterpoise to a lug on a galvanized light base is not recommended unless the base has been specially modified. Consult the manufacturer's installation directions for proper methods of bonding copper wire to the light base. See also AC 150/5340-30 for galvanized light base exception.
- c. If called for in the plans, all buried copper and weld material at weld connections shall be thoroughly coated with 6 mm of 3M™ Scotchkote™, or approved equivalent, or coated with coal tar Bitumastic® material to prevent surface exposure to corrosive soil or moisture.

108-3.10 TESTING. The Contractor shall furnish all necessary equipment and appliances for testing the airport electrical systems and underground cable circuits before and after installation. The Contractor shall perform all tests in the presence of the Engineer. The Contractor shall demonstrate the electrical characteristics to the satisfaction of the Engineer. All costs for testing are incidental to the respective item being tested. For phased projects, the tests must be completed by phase. The Contractor must maintain the test results throughout the entire project as well as during the warranty period that meet the following:

- a. Earth resistance testing methods shall be submitted to the Engineer for approval. Earth resistance testing results shall be recorded on an approved form and testing shall be performed in the presence of the Engineer. All such testing shall be at the sole expense of the Contractor.
- b. Should the counterpoise or ground grid conductors be damaged or suspected of being damaged by construction activities the Contractor shall test the conductors for continuity with a low resistance ohmmeter. The conductors shall be isolated such that no parallel path exists and tested for continuity. The Engineer shall approve of the test method selected. All such testing shall be at the sole expense of the Contractor.

After installation, the Contractor shall test and demonstrate to the satisfaction of the Engineer the following:

- c. That all affected lighting power and control circuits (existing and new) are continuous and free from short circuits.
- d. That all affected circuits (existing and new) are free from unspecified grounds.

e. That the insulation resistance to ground of all new non-grounded high voltage series circuits or cable segments is not less than 500 megohms

f. That the insulation resistance to ground of all new non-grounded conductors of new multiple circuits or circuit segments is not less than 100 megohms.

g. That all affected circuits (existing and new) are properly connected per applicable wiring diagrams.

h. That all affected circuits (existing and new) are operable. Tests shall be conducted that include operating each control not less than 10 times and the continuous operation of each lighting and power circuit for not less than 1/2 hour.

i. That the impedance to ground of each ground rod does not exceed 25 ohms prior to establishing connections to other ground electrodes. The fall-of-potential ground impedance test shall be used, as described by American National Standards Institute/Institute of Electrical and Electronic Engineers (ANSI/IEEE) Standard 81, to verify this requirement. As an alternate, clamp-on style ground impedance test meters may be used to satisfy the impedance testing requirement. Test equipment and its calibration sheets shall be submitted for review and approval by the Engineer prior to performing the testing.

Two copies of tabulated results of all cable tests performed shall be supplied by the Contractor to the Engineer. Where connecting new cable to existing cable, ground resistance tests shall be performed on the new cable prior to connection to the existing circuit.

There are no approved "repair" procedures for items that have failed testing other than complete replacement.

METHOD OF MEASUREMENT

108-4.1 Cable or counterpoise wire installed in trench, duct bank or conduit shall be measured by the number of linear feet (meters) installed and grounding connectors, and trench marking tape ready for operation, and accepted as satisfactory. Separate measurement shall be made for each cable or counterpoise wire installed in trench, duct bank or conduit. The measurement for this item shall include additional quantities required for slack.

~~**108-4.3** Ground rods shall be measured by each [10-foot] section installed complete.~~

BASIS OF PAYMENT

108-5.1 Payment will be made at the contract unit price for trenching, cable and bare counterpoise wire installed in trench (direct-buried), or cable and equipment ground installed in duct bank or conduit, in place by the Contractor and accepted by the Engineer. This price shall be full compensation for furnishing all materials and for all preparation and installation of these materials, and for all labor, equipment, tools, and incidentals, including ground rods and ground connectors and trench marking tape, necessary to complete this item.

Payment will be made under:

~~Item L-108-5.1 Trenching for Direct-Buried Cable, 18-Inch Minimum Depth – per Linear Foot~~

Item L-108-5.21 No. 8 AWG, 5 kV, L-824, Type C Cable, Installed in Trench, Duct Bank or Conduit
- per Linear Foot

Item L-108-5.32	No. 6 AWG, Solid, Bare Counterpoise Wire, Installed in Trench, Above the Duct Bank or Conduit, Including Ground Rods and Ground Connectors - per Linear Foot
Item L-108-5.4	No. 6 AWG, [Bare] [Insulated], Stranded Equipment Ground, Installed in Duct Bank or Conduit — per Linear Foot

MATERIAL REQUIREMENTS

AC 150/5340-26	Maintenance of Airport Visual Aid Facilities
AC 150/5340-30	Design and Installation Details for Airport Visual Aids
AC 150/5345-7	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
AC 150/5345-26	Specification for L-823 Plug and Receptacle, Cable Connectors
AC 150/5345-53	Airport Lighting Equipment Certification Program
Commercial Item Description A-A-59544	Cable and Wire, Electrical (Power, Fixed Installation)
Commercial Item Description A-A-55809	Insulation Tape, Electrical, Pressure-Sensitive Adhesive, Plastic
ASTM B3	Standard Specification for Soft or Annealed Copper Wire
ASTM B8	Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft
ASTM B33	Standard Specification for Tin-Coated Soft or Annealed Copper Wire for Electrical Purposes
ASTM D4388	Standard Specification for Nonmetallic Semi-Conducting and Electrically Insulating Rubber Tapes
FED SPEC J-C-30	Cable and Wire, Electrical (Power, Fixed Installation)
MIL-I-24391	Insulation Tape, Electrical, Plastic, Pressure Sensitive

REFERENCE DOCUMENTS

NFPA-70	National Electrical Code (NEC)
NFPA-780	Standard for the Installation of Lightning Protection Systems
MIL-S-23586F	Performance Specification: Sealing Compound (with Accelerator), Silicone Rubber, Electrical
ANSI/IEEE STD 81	IEEE Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Ground System

END OF ITEM L-108

ITEM L-110 AIRPORT UNDERGROUND ELECTRICAL DUCT BANKS AND CONDUITS**DESCRIPTION**

110-1.1 This item shall consist of underground electrical conduits and duct banks (single or multiple conduits encased in concrete or buried in sand) installed per this specification at the locations and per the dimensions, designs, and details shown on the plans. This item shall include furnishing and installing of all underground electrical duct banks and individual and multiple underground conduits. It shall also include all turfing trenching, backfilling, removal, and restoration of any paved or turfed areas; concrete encasement, mandrelling, pulling lines, duct markers, plugging of conduits, and the testing of the installation as a completed system ready for installation of cables per the plans and specifications. This item shall also include furnishing and installing conduits and all incidentals for providing positive drainage of the system. Verification of existing ducts is incidental to the pay items provided in this specification.

EQUIPMENT AND MATERIALS**110-2.1 GENERAL.**

a. All equipment and materials covered by referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification when requested by the Engineer.

b. Manufacturer's certifications shall not relieve the Contractor of the responsibility to provide materials per these specifications and acceptable to the Engineer. Materials supplied and/or installed that do not comply with these specifications shall be removed, when directed by the Engineer and replaced with materials, that comply with these specifications, at the Contractor's cost.

c. All materials and equipment used to construct this item shall be submitted to the Engineer for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be made bold and clear with arrows or circles (highlighting is not acceptable). The Contractor is solely responsible for delays in project that accrue directly or indirectly from late submissions or resubmissions of submittals.

d. The data submitted shall be sufficient, in the opinion of the Engineer, to determine compliance with the plans and specifications. The Contractor's submittals shall be neatly bound in a properly sized 3-ring binder, tabbed by specification section. The Engineer reserves the right to reject any and all equipment, materials or procedures that do not meet the system design and the standards and codes specified in this document.

e. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least twelve (12) months from final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

110-2.2 STEEL CONDUIT. Rigid galvanized steel (RGS) conduit and fittings shall be hot dipped galvanized inside and out and conform to the requirements of Underwriters Laboratories Standards 6, 514B, and 1242. All RGS conduits or RGS elbows installed below grade, in concrete, permanently wet locations or other similar environments shall be painted with a 10 mil thick coat of asphaltum sealer or shall have a factory bonded polyvinyl chloride (PVC) cover. Any exposed galvanizing or steel shall be coated with 10

mil of asphaltum sealer. When using PVC coated RGS conduit, care shall be exercised not to damage the factory PVC coating. Damaged PVC coating shall be repaired per the manufacturer's written instructions.

110-2.3 PLASTIC CONDUIT. Plastic conduit and fittings shall conform to the following requirements:

- UL 514B covers W-C-1094-Conduit fittings all types, classes 1 thru 3 and 6 thru 10.
- UL 514C covers W-C-1094- all types, Class 5 junction box and cover in plastic (PVC).
- UL 651 covers W-C-1094-Rigid PVC Conduit, types I and II, Class 4.
- UL 651A covers W-C-1094-Rigid PVC Conduit and high density polyethylene (HDPE) Conduit type III and Class 4.

Underwriters Laboratories Standards UL-651 and Article 352 of the current National Electrical Code shall be one of the following, as shown on the plans:

- a. Type I—Schedule 40 PVC suitable for underground use either direct-buried or encased in concrete.
- b. Type II—Schedule 40 PVC suitable for either above ground or underground use.
- c. Type III – Schedule 80 PVC suitable for either above ground or underground use either direct-buried or encased in concrete.
- d. Type III –HDPE pipe, minimum standard dimensional ratio (SDR) 11, suitable for placement with directional boring under pavement.

The type of solvent cement shall be as recommended by the conduit/fitting manufacturer.

110-2.4 SPLIT CONDUIT. Split conduit shall be pre-manufactured for the intended purpose and shall be made of steel or plastic.

110-2.5 CONDUIT SPACERS. Conduit spacers shall be prefabricated interlocking units manufactured for the intended purpose. They shall be of double wall construction made of high grade, high density polyethylene complete with interlocking cap and base pads, They shall be designed to accept No. 4 reinforcing bars installed vertically.

~~**110-2.6 CONCRETE.** Concrete shall conform to Item P-610, Structural Portland Cement Concrete, using [1] inch maximum size coarse aggregate with a minimum 28-day compressive strength of [3500] psi. Where reinforced duct banks are specified, reinforcing steel shall conform to ASTM A615 Grade 60. Concrete and reinforcing steel are incidental to the respective pay item of which they are a component part.~~

~~**110-2.7 FLOWABLE BACKFILL.** Flowable material used to back fill conduit and duct bank trenches shall conform to the requirements of Item P-153, Controlled Low Strength Material. Fill shall be designed to achieve a 28-day compressive strength of 200 psi (1.4 MPa) under pavement.~~

110-2.8 DETECTABLE WARNING TAPE. Plastic, detectable, American Wood Preservers Association (AWPA) Red (electrical power lines, cables, conduit and lighting cable) with continuous legend magnetic tape shall be polyethylene film with a metallized foil core and shall be 3-6 inches (75-150 mm) wide. Detectable tape is incidental to the respective bid item.

CONSTRUCTION METHODS

110-3.1 GENERAL. The Contractor shall install underground duct banks and conduits at the approximate locations indicated on the plans. The Engineer shall indicate specific locations as the work progresses, if required to differ from the plans. Duct banks and conduits shall be of the size, material, and type indicated on the plans or specifications. Where no size is indicated on the plans or in the specifications, conduits shall be not less than 2 inches (50 mm) inside diameter or comply with the National Electrical Code based on cable to be installed, whichever is larger. All duct bank and conduit lines shall be laid so as to grade toward access points and duct or conduit ends for drainage. Unless shown otherwise on the plans, grades shall be at least 3 inches (75 mm) per 100 feet (30 m). On runs where it is not practicable to maintain the grade all one way, the duct bank and conduit lines shall be graded from the center in both directions toward access points or conduit ends, with a drain into the storm drainage system. Pockets or traps where moisture may accumulate shall be avoided. No duct bank or underground conduit shall be less than 18 inches (0.5 m) below finished grade. Where under pavement, the top of the duct bank shall not be less than 18 inches (0.5 m) below the subgrade.

The Contractor shall mandrel each individual conduit whether the conduit is direct-buried or part of a duct bank. An iron-shod mandrel, not more than 1/4 inch (6 mm) smaller than the bore of the conduit shall be pulled or pushed through each conduit. The mandrel shall have a leather or rubber gasket slightly larger than the conduit hole.

The Contractor shall swab out all conduits/ducts and clean base can, manhole, pull boxes, etc., interiors IMMEDIATELY prior to pulling cable. Once cleaned and swabbed the light bases, manholes, pull boxes, etc., and all accessible points of entry to the duct/conduit system shall be kept closed except when installing cables. Cleaning of ducts, base cans, manholes, etc., is incidental to the pay item of the item being cleaned. All raceway systems left open, after initial cleaning, for any reason shall be recleaned at the Contractor's expense. All accessible points shall be kept closed when not installing cable. The Contractor shall verify existing ducts proposed for use in this project as clear and open. The Contractor shall notify the Engineer of any blockage in the existing ducts.

For pulling the permanent wiring, each individual conduit, whether the conduit is direct-buried or part of a duct bank, shall be provided with a 200 pound (90 kg) test polypropylene pull rope. The ends shall be secured and sufficient length shall be left in access points to prevent it from slipping back into the conduit. Where spare conduits are installed, as indicated on the plans, the open ends shall be plugged with removable tapered plugs, designed for this purpose.

All conduits shall be securely fastened in place during construction and shall be plugged to prevent contaminants from entering the conduits. Any conduit section having a defective joint shall not be installed. Ducts shall be supported and spaced apart using approved spacers at intervals not to exceed 5 feet (1.5 m).

Unless otherwise shown on the plans, concrete encased duct banks shall be used when crossing under pavements expected to carry aircraft loads, such as runways, taxiways, taxilanes, ramps and aprons. When under paved shoulders and other paved areas, conduit and duct banks shall be encased using flowable fill for protection.

All conduits within concrete encasement of the duct banks shall terminate with female ends for ease in current and future use. Install factory plugs in all unused ends. Do not cover the ends or plugs with concrete.

Where turf is well established and the sod can be removed, it shall be carefully stripped and properly stored.

Trenches for conduits and duct banks may be excavated manually or with mechanical trenching equipment unless in pavement, in which case they shall be excavated with mechanical trenching equipment. Walls of trenches shall be essentially vertical so that a minimum of shoulder surface is disturbed. Blades of graders shall not be used to excavate the trench.

When rock is encountered, the rock shall be removed to a depth of at least 3 inches (75 mm) below the required conduit or duct bank depth and it shall be replaced with bedding material of earth or sand

containing no mineral aggregate particles that would be retained on a 1/4 inch (6 mm) sieve. Flowable backfill may alternatively be used. The Contractor shall ascertain the type of soil or rock to be excavated before bidding. All such rock removal shall be performed and paid for under Item P-152.

Underground electrical warning (Caution) tape shall be installed in the trench above all underground duct banks and conduits in unpaved areas. Contractor shall submit a sample of the proposed warning tape for approval by the Engineer. If not shown on the plans, the warning tape shall be located 6 inches above the duct/conduit or the counterpoise wire if present.

Joints in plastic conduit shall be prepared per the manufacturer's recommendations for the particular type of conduit. Plastic conduit shall be prepared by application of a plastic cleaner and brushing a plastic solvent on the outside of the conduit ends and on the inside of the couplings. The conduit fitting shall then be slipped together with a quick one-quarter turn twist to set the joint tightly. Where more than one conduit is placed in a single trench, or in duct banks, joints in the conduit shall be staggered a minimum of 2 feet (60 cm).

Changes in direction of runs exceeding 10 degrees, either vertical or horizontal, shall be accomplished using manufactured sweep bends.

Whether or not specifically indicated on the drawings, where the soil encountered at established duct bank grade is an unsuitable material, as determined by the Engineer, the unsuitable material shall be removed per Item P-152 and replaced with suitable material. Alternatively, additional duct bank supports that are adequate and stable shall be installed, as approved by the Engineer.

All excavation shall be unclassified and shall be considered incidental to the respective L-110 pay item of which it is a component part. Dewatering necessary for duct installation, erosion and turbidity control, per Federal, state, and local requirements is incidental to its respective pay item as a part of Item L-110. The cost of all excavation regardless of type of material encountered, shall be included in the unit price bid for the L-110 Item.

Unless otherwise specified, excavated materials that are deemed by the Engineer to be unsuitable for use in backfill or embankments shall be removed and disposed of offsite.

Any excess excavation shall be filled with suitable material approved by the Engineer and compacted per Item P-152.

It is the Contractor's responsibility to locate existing utilities within the work area prior to excavation. Where existing active cables cross proposed installations, the Contractor shall ensure that these cables are adequately protected. Where crossings are unavoidable, no splices will be allowed in the existing cables, except as specified on the plans. Installation of new cable where such crossings must occur shall proceed as follows:

a. Existing cables shall be located manually. Unearthed cables shall be inspected to assure absolutely no damage has occurred.

b. Trenching, etc., in cable areas shall then proceed with approval of the Engineer, with care taken to minimize possible damage or disruption of existing cable, including careful backfilling in area of cable.

In the event that any previously identified cable is damaged during the course of construction, the Contractor shall be responsible for the complete repair.

110-3.2 DUCT BANKS. Unless otherwise shown in the plans, duct banks shall be installed so that the top of the concrete envelope is not less than 18 inches (0.5 m) below the bottom of the base or stabilized base course layers where installed under runways, taxiways, aprons, or other paved areas, and not less than 18 inches (0.5 m) below finished grade where installed in unpaved areas.

Unless otherwise shown on the plans, duct banks under paved areas shall extend at least 3 feet (1 m) beyond the edges of the pavement or 3 feet (1 m) beyond any under drains that may be installed alongside the paved area. Trenches for duct banks shall be opened the complete length before concrete is placed so that if any obstructions are encountered, provisions can be made to avoid them. Unless otherwise shown on the plans, all duct banks shall be placed on a layer of concrete not less than 3 inches (75 mm) thick prior to its initial set. The Contractor shall space the conduits not less than 3 inch (75 mm) apart (measured from outside wall to outside wall). All such multiple conduits shall be placed using conduit spacers applicable to the type of conduit. As the conduit laying progresses, concrete shall be placed around and on top of the conduits not less than 3 inches (75 mm) thick unless otherwise shown on the plans. All conduits shall terminate with female ends for ease of access in current and future use. Install factory plugs in all unused ends. Do not cover the ends or plugs with concrete.

Conduits forming the duct bank shall be installed using conduit spacers. No. 4 reinforcing bars shall be driven vertically into the soil a minimum of 6 inches (150 mm) to anchor the assembly into the earth prior to placing the concrete encasement. For this purpose, the spacers shall be fastened down with locking collars attached to the vertical bars. Spacers shall be installed at 5-foot (1.5-m) intervals. Spacers shall be in the proper sizes and configurations to fit the conduits. Locking collars and spacers shall be submitted to the Engineer for review prior to use.

When specified, the Contractor shall reinforce the bottom side and top of encasements with steel reinforcing mesh or fabric or other approved metal reinforcement. When directed, the Contractor shall supply additional supports where the ground is soft and boggy, where ducts cross under roadways, or where shown on the plans. Under such conditions, the complete duct structure shall be supported on reinforced concrete footings, piers, or piles located at approximately 5-foot (1.5-m) intervals.

All pavement surfaces that are to have ducts installed therein shall be neatly saw cut to form a vertical face. All excavation shall be included in the contract with price for the duct.

Install a plastic, detectable, color as noted, 3 to 6 inches (75 to 150 mm) wide tape, 8 inches (200 mm) minimum below grade above all underground conduit or duct lines not installed under pavement. Utilize the 3-inch (75-mm) wide tape only for single conduit runs. Utilize the 6-inch (150-mm) wide tape for multiple conduits and duct banks. For duct banks equal to or greater than 24 inches (600 mm) in width, utilize more than one tape for sufficient coverage and identification of the duct bank as required.

When existing cables are to be placed in split duct, encased in concrete, the cable shall be carefully located and exposed by hand tools. Prior to being placed in duct, the Engineer shall be notified so that he may inspect the cable and determine that it is in good condition. Where required, split duct shall be installed as shown on the drawings or as required by the Engineer.

110-3.3 CONDUITS WITHOUT CONCRETE ENCASEMENT. Trenches for single-conduit lines shall be not less than 6 inches (150 mm) nor more than 12 inches (300 mm) wide. The trench for 2 or more conduits installed at the same level shall be proportionately wider. Trench bottoms for conduits without concrete encasement shall be made to conform accurately to grade so as to provide uniform support for the conduit along its entire length.

Unless otherwise shown on the plans, a layer of fine earth material, at least 4 inches (100 mm) thick (loose measurement) shall be placed in the bottom of the trench as bedding for the conduit. The bedding material shall consist of soft dirt, sand or other fine fill, and it shall contain no particles that would be retained on a 1/4 inch (6 mm) sieve. The bedding material shall be tamped until firm. Flowable backfill may alternatively be used.

Unless otherwise shown on plans, conduits shall be installed so that the tops of all conduits within the Airport's secured area where trespassing is prohibited are at least 18 inches (0.5 m) below the finished grade. Conduits outside the Airport's secured area shall be installed so that the tops of the conduits are at least 24 inches (60 cm) below the finished grade per National Electric Code (NEC), Table 300.5.

When two or more individual conduits intended to carry conductors of equivalent voltage insulation rating are installed in the same trench without concrete encasement, they shall be spaced not less than 3 inches (75 mm) apart (measured from outside wall to outside wall) in a horizontal direction and not less than 6 inches (150 mm) apart in a vertical direction. Where two or more individual conduits intended to carry conductors of differing voltage insulation rating are installed in the same trench without concrete encasement, they shall be placed not less than 3 inches (75 mm) apart (measured from outside wall to outside wall) in a horizontal direction and not less than 6 inches (150 mm) apart in a vertical direction.

Trenches shall be opened the complete length between normal termination points before conduit is installed so that if any unforeseen obstructions are encountered, proper provisions can be made to avoid them.

Conduits shall be installed using conduit spacers. No. 4 reinforcing bars shall be driven vertically into the soil a minimum of 6 inches (150 mm) to anchor the assembly into the earth while backfilling. For this purpose, the spacers shall be fastened down with locking collars attached to the vertical bars. Spacers shall be installed at 5-foot (1.5-m) intervals. Spacers shall be in the proper sizes and configurations to fit the conduits. Locking collars and spacers shall be submitted to the Engineer for review prior to use.

110-3.4 MARKERS. The location of each end and of each change of direction of conduits and duct banks shall be marked by a concrete slab marker 2 feet (60 cm) square and 4 - 6 inches (100 - 150 mm) thick extending approximately one inch (25 mm) above the surface. The markers shall also be located directly above the ends of all conduits or duct banks, except where they terminate in a junction/access structure or building. Each cable or duct run from a line of lights and signs to the equipment vault must be marked at approximately every 200 feet (61 m) along the cable or duct run, with an additional marker at each change of direction of cable or duct run.

The Contractor shall impress the word "DUCT" or "CONDUIT" on each marker slab. Impression of letters shall be done in a manner, approved by the Engineer, for a neat, professional appearance. All letters and words must be neatly stenciled. After placement, all markers shall be given one coat of high-visibility orange paint, as approved by the Engineer. The Contractor shall also impress on the slab the number and size of conduits beneath the marker along with all other necessary information as determined by the Engineer. The letters shall be 4 inches (100 mm) high and 3 inches (75 mm) wide with width of stroke 1/2 inch (12 mm) and 1/4 inch (6 mm) deep or as large as the available space permits. Furnishing and installation of duct markers is incidental to the respective duct pay item.

110-3.5 BACKFILLING FOR CONDUITS. For conduits, 8 inches (200 mm) of sand, soft earth, or other fine fill (loose measurement) shall be placed around the conduits ducts and carefully tamped around and over them with hand tampers. The remaining trench shall then be backfilled and compacted per Item P-152 "Excavation and Embankment" except that material used for back fill shall be select material not larger than 4 inches (100 mm) in diameter.

Flowable backfill may alternatively be used.

Trenches shall not contain pools of water during back filling operations.

The trench shall be completely backfilled and tamped level with the adjacent surface; except that, where sod is to be placed over the trench, the backfilling shall be stopped at a depth equal to the thickness of the sod to be used, with proper allowance for settlement.

Any excess excavated material shall be removed and disposed of per instructions issued by the Engineer.

110-3.6 BACKFILLING FOR DUCT BANKS. After the concrete has cured, the remaining trench shall be backfilled and compacted per Item P-152 "Excavation and Embankment" except that the material used for backfill shall be select material not larger than 4 inches (100 mm) in diameter. In addition to the requirements of P-152, where duct banks are installed under pavement, one moisture/density test per lift shall be made for each 250 linear feet (76 m) of duct bank or one work period's construction, whichever is less.

Flowable backfill may alternatively be used.

Trenches shall not contain pools of water during backfilling operations.

The trench shall be completely backfilled and tamped level with the adjacent surface; except that, where sod is to be placed over the trench, the backfilling shall be stopped at a depth equal to the thickness of the sod to be used, with proper allowance for settlement.

Any excess excavated material shall be removed and disposed of per instructions issued by the Engineer.

110-3.7 Restoration. Where sod has been removed, it shall be replaced as soon as possible after the backfilling is completed. All areas disturbed by the work shall be restored to its original condition. The restoration shall include seeding shown on the plans. The Contractor shall be held responsible for maintaining all disturbed surfaces and replacements until final acceptance. All restoration shall be considered incidental to the respective L-110 pay item. Following restoration of all trenching near airport movement surfaces, the Contractor shall thoroughly visually inspect the area for foreign object debris (FOD), and remove any such FOD that is found. This FOD inspection and removal shall be considered incidental to the pay item of which it is a component part.

METHOD OF MEASUREMENT

110-4.1 Underground conduits and duct banks shall be measured by the linear feet (meter) of conduits and duct banks installed, including encasement, locator tape, trenching and backfill with designated material, and for drain lines, the termination at the drainage structure, all measured in place, completed, and accepted. Separate measurement shall be made for the various types and sizes.

BASIS OF PAYMENT

110-5.1 Payment will be made at the contract unit price per linear foot for each type and size of conduit and duct bank completed and accepted, including trench and backfill with the designated material, and, for drain lines, the termination at the drainage structure. This price shall be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete this item per the provisions and intent of the plans and specifications.

Payment will be made under:

Item L-110-5.1 Non-Encased Electrical Conduit, 1-Way 2" C - per Linear Foot

Item L-110-5.2 ~~[Concrete Encased] [Non-Encased] Electrical Conduit, [# and Size] — per Linear Foot~~

MATERIAL REQUIREMENTS

Advisory Circular (AC) 150/5340-30

Design and Installation Details for Airport Visual Aids

AC 150/5345-53

Airport Lighting Equipment Certification Program

ASTM A615

Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement

ASTM D1556	Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D1557	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft ³ (2,700 kN-m/m ³))
ASTM D2167	Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method
ASTM D2922	Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
NFPA-70	National Electrical Code (NEC)
Underwriters Laboratories Standard 6	Electrical Rigid Metal Conduit - Steel
Underwriters Laboratories Standard 514B	Conduit, Tubing, and Cable Fittings
Underwriters Laboratories Standard 514C	Nonmetallic Outlet Boxes, Flush-Device Boxes, and Covers
Underwriters Laboratories Standard 1242	Electrical Intermediate Metal Conduit Steel
Underwriters Laboratories Standard 651	Schedule 40, 80, Type EB and A Rigid PVC Conduit and Fittings
Underwriters Laboratories Standard 651A	Type EB and A Rigid PVC Conduit and HDPE Conduit

END OF ITEM L-110



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

Resolution: 215-15

File Number: 2015-0538

GARVER, LLC TASK ORDER NO. 5:

A RESOLUTION TO APPROVE TASK ORDER NO. 5 WITH GARVER, LLC IN THE AMOUNT OF \$45,500.00 FOR BID PACKAGE DEVELOPMENT, BIDDING SERVICES, CONSTRUCTION PHASE SERVICES, AND CLOSEOUT SERVICES ASSOCIATED WITH THE AIRPORT TAXIWAY LIGHTING REHABILITATION PROJECT, AND TO APPROVE A BUDGET ADJUSTMENT

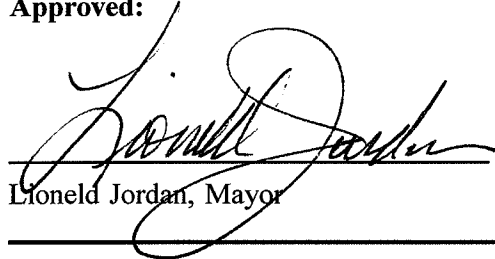
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves Task Order No. 5 with Garver, LLC in the amount of \$45,500.00 for bid package development, bidding services, construction phase services, and closeout services associated with the Airport Taxiway Lighting Rehabilitation Project.

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 and made a part hereof.

PASSED and APPROVED on 12/1/2015

Approved:


Lioneld Jordan, Mayor

Attest:


Sondra E. Smith, City Clerk Treasurer





City of Fayetteville, Arkansas

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

Text File

File Number: 2015-0538

Agenda Date: 12/1/2015

Version: 1

Status: Passed

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 5

GARVER, LLC TASK ORDER NO. 5:

A RESOLUTION TO APPROVE TASK ORDER NO. 5 WITH GARVER, LLC IN THE AMOUNT OF \$45,500.00 FOR BID PACKAGE DEVELOPMENT, BIDDING SERVICES, CONSTRUCTION PHASE SERVICES, AND CLOSEOUT SERVICES ASSOCIATED WITH THE AIRPORT TAXIWAY LIGHTING REHABILITATION PROJECT, 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 Task Order No. 5 with Garver, LLC in the amount of \$45,500.00 for bid package development, bidding services, construction phase services, and closeout services associated with the Airport Taxiway Lighting Rehabilitation Project.

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 and made a part hereof.

City of Fayetteville Staff Review Form

2015-0538

Legistar File ID

12/1/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Summer Fallen/ John Roscoe

11/13/2015

Aviation /

Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution approving the gathering of bids and a budget adjustment to determine the best price for 2016 Drake Field Taxiway Lighting Rehabilitation FAA grant project.

Budget Impact:

5550.3960.5314.00

Airport

Account Number

Fund

15029.1

Engineering Consulting Services

Project Number

Project Title

Budgeted Item? No

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? Yes

Item Cost \$ 45,500.00

Budget Adjustment Attached? Yes

Budget Adjustment \$ 45,500.00

Remaining Budget \$ -

Previous Ordinance or Resolution # _____

V20140710

Original Contract Number: _____

Approval Date: _____

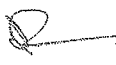
Comments:



MEETING OF DECEMBER 1ST, 2015

TO: Mayor and City Council

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

FROM: John J. Roscoe, Airport Director 

DATE: 11/13/15

SUBJECT: Garver LLC Task Order 05, Fayetteville Drake-Field Taxiway Lighting Rehabilitation
Project Legistar Item # 2015-0538

RECOMMENDATION:

Staff requests approval of a Resolution to; 1) Authorize Garver LLC Task Order 05, in the amount \$45,500, for Bid Package Development, Bidding Services, Construction Phase Services, and Closeout Services, associated with an FAA Airport Improvement Plan (AIP) Grant Submission by Fayetteville, Drake-Field in May, 2016 for the estimated amount of \$345,500; 2) Approve a Budget Adjustment.

BACKGROUND:

Fayetteville, Drake-Field is entitled to yearly FAA AIP grants in amounts up to \$150,000. Airports entitled to apply for these funds may carry or "bank" up to four years (\$600,000) of entitlement funds. This accrual of funds is beneficial as it allows for the completion of high cost, major construction projects.

DISCUSSION:

Next year, the Airport's Capital Improvement Plan (CIP) projects on file with the FAA are for Lighting Rehabilitation (this project) and a Wildlife Management Plan with a combined cost of approximately \$357,000. If that entitlement is received from the FAA, the Airport would be able to then accrue another \$150,000 in AIP entitlement money for the year.

This project replaces existing taxiway lights with cost efficient LED lighting which benefits the Airport with lower long-term maintenance and energy costs.

Approval of this Task Order will authorize Garver LLC to proceed with the Bid Package Development and development of an exact cost necessary for the FAA Grant submission.

BUDGET/STAFF IMPACT

The Airport will expend a portion of its fund balance reserve to cover these initial costs, however, the Airport will receive 90% back through the FAA Grant, and the remaining 10% is then eligible for reimbursement through a Grant from the Arkansas State of Aeronautics Commission.

Attachments:

SRF, SRM
Task Order 05
Budget Adjustment
Purchase Request

City of Fayetteville - Purchase Order Request (PO)										Requisition No.:	Date:
(Not a Purchase Order)										11/13/2015	
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.										P.O Number:	
Vendor #:	52650	Vendor Name:	Garver Engineers				Mail:	☐ Yes ☒ No	Registrar#:	2015-0538	
Address:							FOB Point:	Taxable ☐ Yes ☒ No	Expected Delivery Date:		
City:							Zip Code:	Ship to code:	Quotes Attached ☐ Yes ☒ No		
Requester:	Summer Fallen						Requester's Employee #:	3584	Extension:	7641	
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project Sub#	Inventory #	Fixed Asset #		
1	Engineering Consulting Services	1	EA	45,500.00	\$45,500.00	5550.3960.5314.00	15029. 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:										Subtotal:	\$45,500.00
										Tax:	\$0.00
										Total:	\$45,500.00
Approvals:											
Mayor:				Department Director:				Purchasing Manager:			
Chief Financial Officer:				Budget Director:				IT Director:			
Dispatch Manager:				Utilities Manager:				Other: 			

APPENDIX A-4

TASK ORDER 05 FAYETTEVILLE – DRAKE FIELD (FYV) TAXIWAY LIGHTING REHABILITATION

This TASK ORDER is made as of December 18th, 2015 by and between the CITY OF FAYETTEVILLE of Fayetteville, Arkansas hereinafter referred to as "CITY OF FAYETTEVILLE," and GARVER, LLC, hereinafter referred to as "GARVER", in accordance with the provisions of the AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES executed on April 21, 2015.

Under this Task Order, the CITY OF FAYETTEVILLE intends to make the following improvements for the FYV Taxiway Lighting Rehabilitation project.

Rehabilitate the existing taxiway edge light system for all taxiways on the airport. Rehabilitation will include clearing conduit of existing conductors, installation of new conductors in existing conduit, and replacement of all existing incandescent taxiway edge light fixtures with new LED fixtures and transformers on existing base cans.

GARVER will provide professional services related to these improvements as described herein.

SECTION 1 - SCOPE OF SERVICES

GARVER will provide services as detailed in Exhibit A-4.

SECTION 2 – PAYMENT

For the work described under SECTION 1 - SCOPE OF SERVICES, the CITY OF FAYETTEVILLE will pay GARVER on a lump sum and cost plus basis. The CITY OF FAYETTEVILLE represents that funding sources are in place with the available funds necessary to pay GARVER.

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

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Bid Package Development	\$20,500	Lump Sum
Bidding Services	\$5,500	Lump Sum
Construction Phase Services	\$16,000	Cost + FF
Closeout Services	\$3,500	Lump Sum
TOTAL FEE	\$45,500	

Bid Package Development, Bidding Services, and Closeout Services:

The lump sum amount to be paid under this agreement is \$29,500. For informational purposes, a breakdown of GARVER's estimated costs is included in Exhibit B-4 with approximate current hourly rates for each employee classification.

Construction Phase Services:

The Owner will pay GARVER, for time spent on the project, at the unburdened hourly payroll rate of each of GARVER's personnel during the performance of these services for work time directly connected with the project, plus payroll and general overhead costs of 190.34% of the unburdened hourly rate, plus direct reimbursable expenses normal and necessary for the completion of the project, plus a fixed fee of \$2,086.96. Estimated cost of these services, including the fixed fee is \$16,000.00. The actual total fee may not exceed this estimate without approval from the CITY OF FAYETTEVILLE. For informational purposes, a breakdown of GARVER's estimated costs is included in Exhibit B-4 with approximate current hourly rates for each employee classification. Underruns in any phase may be used to offset overruns in another phase as long as the overall contract amount is not exceeded.

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

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

Additional Services (Extra Work). For work not described or included in Section 2 – Scope of Services but requested by the CITY OF FAYETTEVILLE in writing, the CITY OF FAYETTEVILLE will pay GARVER, for time spent on the project, at the rates shown in Exhibit B-4 for each classification of GARVER's personnel, plus overhead, plus 15% profit, plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The rates shown in Exhibit B-4 will be increased annually with the first increase effective on or about July 1, 2016.

SECTION 3 – EXHIBITS

3.1 The following Exhibits are attached to and made a part of this Agreement:

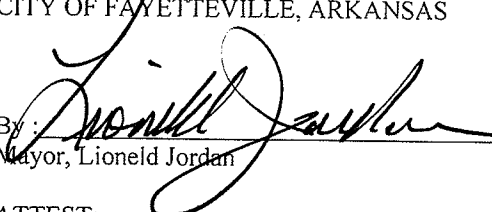
- 3.1.1 Exhibit A-4 Scope of Services
- 3.1.2 Exhibit B-4 Rate Schedule & Fee Tables
- 3.1.3 Exhibit C-4 Project Exhibit
- 3.1.4 Exhibit D-4 Conceptual Cost Estimate

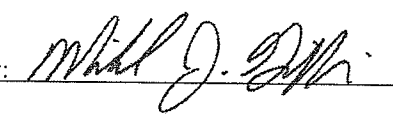
This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

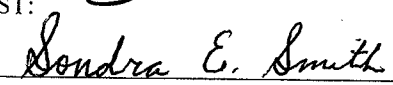
CITY OF FAYETTEVILLE, ARKANSAS

GARVER

By: 
Mayor, Lioneld Jordan

By: 

ATTEST:

By: 
City Clerk

Title: Senior Vice President



**EXHIBIT A-4 – SCOPE OF SERVICES
FAYETTEVILLE – DRAKE FIELD (FYV)
TAXIWAY LIGHTING REHABILITATION**

2.1 General

Generally, the scope of services includes bid package development, bidding services, construction phase services, and closeout services for improvements to Fayetteville-Drake Field. Improvements will consist primarily of rehabilitating the existing taxiway lighting systems.

2.2 Surveys

GARVER will use record drawing and visual inspection to determine the existing condition of that taxiway lighting system.

2.3 Bid Package Development

2.3.1 DBE Coordination

GARVER will coordinate with the FAA's Office and Civil Rights and complete a three year DBE goal for the airport's federal funded projects. If required by the FAA, GARVER will also update the airport's overall DBE program and develop a Small Business Element to conform to the most recent Part 39 revisions.

2.3.2 Environmental Coordination

GARVER will work with the FAA in order to obtain a categorical exclusion for the project. Coordination will include completion of a documented CATEX questionnaire in accordance with FAA SOP No. 500 and submission to the FAA's environmental specialist for approval.

2.3.3 Construction Safety Plans

GARVER will develop construction safety plans for the CITY OF FAYETTEVILLE's review prior to inclusion in the bid package. Construction safety plans will also be coordinated with the Air Traffic Controllers. Construction phasing will be designed to limit the construction impact on aircraft operations.

2.3.4 Final Plans and Specifications

GARVER will prepare detailed construction drawings, specifications, instructions to bidders, general provisions and special provisions, all based on guides furnished to GARVER by the CITY OF FAYETTEVILLE and FAA. Contract Documents (Plans, Specifications, and Estimates) will be prepared for award of one (1) construction contract. These designs shall be in accordance with sound engineering principles and shall be submitted to the FAA office from which approval must be obtained. Detailed specifications shall be developed using FAA "Standards for Specifying Construction for Airports" AC 150/5370-10 (latest edition) or other appropriate standards approved for use by the FAA. A specimen copy of the General Provisions and applicable prevailing wage rates will be obtained by GARVER from the FAA as appropriate for incorporation into the specifications for the proposed project.

GARVER will submit to the FAA Airport's Regional Office advance copies of the plans and specifications and cost estimates for review. GARVER will make any additions to respond to comments by the FAA, and when the documents have been approved, GARVER will furnish plans to the FAA and to the CITY OF FAYETTEVILLE for bidding and coordination purposes.

2.4 Bidding Services

GARVER will assist the CITY OF FAYETTEVILLE in advertising for and obtaining bids or negotiating proposals for one prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, and receive and process deposits for Bidding Documents. The CITY OF FAYETTEVILLE will pay advertising costs outside of this contract. GARVER will issue addenda as appropriate to interpret, clarify or expand the Bidding Documents. GARVER will consult with and advise the CITY OF FAYETTEVILLE as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents. GARVER will consult with the CITY OF FAYETTEVILLE concerning and to determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents. GARVER will attend the bid opening, prepare bid tabulation sheets and assist the CITY OF FAYETTEVILLE in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services. GARVER will assist the CITY OF FAYETTEVILLE in the execution of all contract documents and furnish a sufficient number of executed documents for the CITY OF FAYETTEVILLE, FAA, and Contractor.

2.5 Construction Phase Services

During the construction phase of work, GARVER will accomplish the following:

1. Support the CITY OF FAYETTEVILLE's improvement plan by accomplishing preliminary planning, and/or engineering work as directed by the CITY OF FAYETTEVILLE. The work shall include the preparation of opinions of costs, preliminary plans, applications for local, state, and federal funds, and services required to support the CITY OF FAYETTEVILLE's applications for funds.
2. Issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting.
3. Attend progress/coordination meetings with the CITY OF FAYETTEVILLE/Contractor.
4. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by GARVER on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. GARVER's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, GARVER shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

5. Consult with and advise the CITY OF FAYETTEVILLE during the construction period. GARVER will submit, when requested by the CITY OF FAYETTEVILLE, written reports to the CITY OF FAYETTEVILLE on the progress of the construction including any problem areas that have developed or are anticipated to develop. In addition, GARVER shall supply to CITY OF FAYETTEVILLE such periodic reports and information as may be required by the FAA.
6. Issue instructions to the Contractor on behalf of the CITY OF FAYETTEVILLE and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.
7. Review the Contractor's progress payment requests based on the actual quantities of contract items completed and accepted, and will make a recommendation to the CITY OF FAYETTEVILLE regarding payment. GARVER's recommendation for payment shall not be a representation that GARVER has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.
8. Maintain a set of working drawings and prepare and furnish record drawings.
9. Provide part-time resident construction observation services for the 28-calendar-day construction contract performance time. The proposed fee is based on approximately 16 hours per week during the construction contract performance time. If the construction time extends beyond the time established in this agreement or if the CITY OF FAYETTEVILLE wishes to increase the time or frequency of the observation, the CITY OF FAYETTEVILLE will pay GARVER an additional fee agreed to by the CITY OF FAYETTEVILLE and GARVER.
10. When authorized by the CITY OF FAYETTEVILLE, prepare change orders or supplemental agreements, as appropriate, for ordering changes in the work from that originally shown on the Plans and Specifications. If re-design or substantial engineering is required in the preparation of these documents, payment for extra services involved will be made in addition to the payment provided in basic engineering services.
11. Participate in final project inspection, prepare punch list, review final project closeout documents, and submit final pay request.

Construction observation services will be provided by GARVER's Resident Project Representative, who will provide or accomplish the following:

- Consult with and advise the CITY OF FAYETTEVILLE during the construction period.
- Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
- Maintain a project diary which will contain information pertinent to each site visit.
- Prepare requests for monthly and final payments to the Contractor.
- Provide information for preparation of record drawings of the completed project.
- Submit FAA Form 5370-1, Construction Progress and Inspection Report, or equivalent form to the appropriate FAA field office. The frequency of submittal shall be established at the preconstruction conference.
- Prepare a Construction Materials Quality Control Summary to be submitted weekly/monthly to the FAA. At a minimum, the summary shall include a list of all tests performed showing the date, location, pass or fail, results of retests, and whether or not the test is eligible or ineligible under the A.I.P. program. The Summary will include a certification that all testing was completed in accordance with the "Construction Management Plan."
- Assist the CITY OF FAYETTEVILLE in the observation of Contractor's operations for proper classification of workers, and review of Contractor's payrolls as necessary to determine compliance with the prevailing wage rates.

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

As a minimum, GARVER's project engineer or his qualified representative will visit the site of the work on the average of once during each fifteen (15) working days of the construction period. These visits should be scheduled to coincide with each new phase of construction, scheduled FAA inspections, and other times when his presence is desirable. GARVER's project engineer or his qualified representative will be available at all times work is in progress for telephone contact by the construction observer. GARVER's project engineer shall direct, supervise, advise, and counsel the construction observer in the accomplishment of his duties.

2.6 Closeout Services

During closeout services, GARVER will assist the CITY OF FAYETTEVILLE in the final drawdown of their FAA grant and their application for an ADA grant. In addition, GARVER will prepare a set of record drawings for the CITY OF FAYETTEVILLE.

2.7 Project Deliverables

The following will be submitted to the CITY OF FAYETTEVILLE, or others as indicated, by GARVER:

1. One copy of the Final Design with opinion of probable construction cost to CITY OF FAYETTEVILLE and FAA.
2. Three copies of the Final Plans and Specifications to the Contractor.
3. One hard copy set of Record Drawings.
4. Electronic files as requested.

2.8 Extra Work

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

1. Redesign for the CITY OF FAYETTEVILLE's convenience or due to changed conditions after previous alternate direction and/or approval.
2. Submittals or deliverables in addition to those listed herein.
3. Vault Modifications
4. Preparation of a Storm Water Pollution Prevention Plan (SWPPP). The construction contract

documents will require the Contractor to prepare, maintain, and execute a SWPPP.

5. Construction materials testing.
6. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
7. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
8. Services after construction, such as warranty follow-up.
9. Vault arc-flash or circuit breaker coordination studies.
10. Design of modifications to existing taxiway base can layout, spacing, conduit routing, counterpoise system, or grounding.

Extra Work will be as directed by the CITY OF FAYETTEVILLE in writing for an additional fee as agreed upon by the CITY OF FAYETTEVILLE and GARVER.

2.9 Schedule

GARVER shall begin work immediately upon receipt of the executed task order and shall complete the work within a mutually agreeable schedule.



EXHIBIT B-4
FYV Taxiway Lighting Rehabilitation
Garver Hourly Rate Schedule

Classification	Rates
Engineers / Architects	
E-1	\$ 31.90
E-2	\$ 37.00
E-3	\$ 44.80
E-4	\$ 52.30
E-5	\$ 63.80
E-6	\$ 80.00
E-7	\$ 105.50
Planners / Environmental Specialist	
P-1	\$ 38.40
P-2	\$ 48.20
P-3	\$ 60.00
Designers	
D-1	\$ 29.80
D-2	\$ 34.90
D-3	\$ 41.50
D-4	\$ 48.20
Technicians	
T-1	\$ 23.20
T-2	\$ 29.50
T-3	\$ 35.90
Surveyors	
S-1	\$ 14.20
S-2	\$ 18.80
S-3	\$ 25.40
S-4	\$ 36.40
S-5	\$ 48.20
S-6	\$ 54.80
2-Man Crew (Survey)	\$ 55.20
3-Man Crew (Survey)	\$ 69.40
2-Man Crew (GPS Survey)	NA
3-Man Crew (GPS Survey)	NA
Construction Observation	
C-1	\$ 28.10
C-2	\$ 36.10
C-3	\$ 44.20
C-4	\$ 54.30
Management / Administration	
M-1	\$ 105.50
X-1	\$ 18.20
X-2	\$ 24.80
X-3	\$ 34.50
X-4	\$ 44.00
X-5	\$ 54.00
X-6	\$ 64.00

EXHIBIT B-4

**FAYETTEVILLE - DRAKE FIELD (FYV)
TAXIWAY LIGHTING REHABILITATION**

BID PACKAGE DEVELOPMENT

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	T-2	T-1	P-2
	\$52.30	\$44.80	\$37.00	\$31.90	\$29.50	\$23.20	\$48.20
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Final Plans							
Cover and Table of Contents				1		2	
Construction Safety and Phasing Plans		2		8		14	
Site Visit		2		4			
Coordination with Owner		2		8			
Environmental Documentation		1		3			4
Specifications/Contract Documents		2		8			
Quantities		1		2			
DBE Plan Update		1		4			
Opinion of Probable Construction Cost		1		4			
QC Review		1		4			
Subtotal - Civil Engineering	0	13	0	46	0	16	4
2. Electrical Engineering							
Final Plans							
Lighting Removal Plans	2			6		16	
Lighting Installation Plans	2			6		20	
Electrical Details	2			4		16	
Site Visit	4			4			
Specifications/Contract Documents	4			8			
Quantities	2			4			
Opinion of Probable Construction Cost	1			6			
QC Review				4			
Subtotal - Electrical Engineering	17	0	0	42	0	52	0

Hours	17	13	0	88	0	68	4
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Salary Costs	\$889.10	\$582.40	\$0.00	\$2,807.20	\$0.00	\$1,577.60	\$192.80
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SUBTOTAL - SALARIES: \$6,049.10

**LABOR AND GENERAL
ADMINISTRATIVE OVERHEAD** \$11,513.86

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$138.13
Postage/Freight/Courier	\$75.00
Travel Costs	\$50.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$263.13

SUBTOTAL: \$17,826.09

SUBCONSULTANTS FEE: \$0.00

PROFESSIONAL FEE \$2,673.91

TOTAL FEE: \$20,500.00

EXHIBIT B-4

**FAYETTEVILLE - DRAKE FIELD (FYV)
TAXIWAY LIGHTING REHABILITATION**

BIDDING SERVICES

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	T-2	T-1	X-1
	\$52.30	\$44.80	\$37.00	\$31.90	\$29.50	\$23.20	\$18.20
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Dispense plans and specs to prospective bidders				6			4
Bid Opening		2		6			
Prepare bid tabulation				2			2
Evaluate bids and recommend award				2			
Prepare FAA Grant Application				4			4
Prepare construction contracts		1		4			4
Notice to Proceed		1		2			
Subtotal - Civil Engineering	0	4	0	26	0	0	14
2. Electrical Engineering							
Addendums/Inquiries	2			4			
Subtotal - Electrical Engineering	2	0	0	4	0	0	0

Hours	2	4	0	30	0	0	14
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Salary Costs	\$104.60	\$179.20	\$0.00	\$957.00	\$0.00	\$0.00	\$254.80
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SUBTOTAL - SALARIES: **\$1,495.60**

LABOR AND GENERAL

ADMINISTRATIVE OVERHEAD **\$2,846.73**

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$210.28
Postage/Freight/Courier	\$180.00
Travel Costs	\$50.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: **\$440.28**

SUBTOTAL: **\$4,782.61**

SUBCONSULTANTS FEE: **\$0.00**

PROFESSIONAL FEE **\$717.39**

TOTAL FEE: **\$5,500.00**

EXHIBIT B-4

FAYETTEVILLE - DRAKE FIELD (FYV) TAXIWAY LIGHTING REHABILITATION

CONSTRUCTION PHASE SERVICES

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	T-2	T-1	C-2
	\$52.30	\$44.80	\$37.00	\$31.90	\$29.50	\$23.20	\$36.10
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Preconstruction Meeting		4		6			6
Monthly Pay Requests		1		4			
Shop Drawings/Material Submittals		1		4			
Resident Construction Observation (4 weeks @ 16 hr/wk)							64
Prepare Change Orders		1		2			2
Final Project Inspection and Punchlist				6			6
Subtotal - Civil Engineering	0	7	0	22	0	0	78
4. Electrical Engineering							
Respond to Contractors Questions	1			4			
Shop Drawings/Material Submittals	1			4			
Final Project Inspection and Punchlist	4			6			
Subtotal - Electrical Engineering	6	0	0	14	0	0	0

Hours	6	7	0	36	0	0	78
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Salary Costs	\$313.80	\$313.60	\$0.00	\$1,148.40	\$0.00	\$0.00	\$2,815.80
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SUBTOTAL - SALARIES: \$4,591.60

LABOR AND GENERAL
ADMINISTRATIVE OVERHEAD \$8,739.65

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$101.79
Postage/Freight/Courier	\$80.00
Travel Costs	\$400.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$581.79

SUBTOTAL: \$13,913.04

SUBCONSULTANTS FEE: \$0.00

PROFESSIONAL FEE \$2,086.96

TOTAL FEE: \$16,000.00

EXHIBIT B-4**FAYETTEVILLE - DRAKE FIELD (FYV)
TAXIWAY LIGHTING REHABILITATION****CLOSEOUT SERVICES**

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	T-2	T-1	C-2
	\$52.30	\$44.80	\$37.00	\$31.90	\$29.50	\$23.20	\$36.10
	hr	hr	hr	hr	hr	hr	hr
1. Closeout Services							
Final Construction Report		2		6		4	
Prepare Record Drawings		2		4		4	
ALD Submission		1		4		2	
ADA Grant Application				2			
Subtotal - Closeout Services	0	5	0	16	0	10	0

Hours	0	5	0	16	0	10	0
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Salary Costs	\$0.00	\$224.00	\$0.00	\$510.40	\$0.00	\$232.00	\$0.00
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SUBTOTAL - SALARIES:	\$966.40
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LABOR AND GENERAL ADMINISTRATIVE OVERHEAD	\$1,839.45
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DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$137.63
Postage/Freight/Courier	\$100.00
Travel Costs	\$0.00

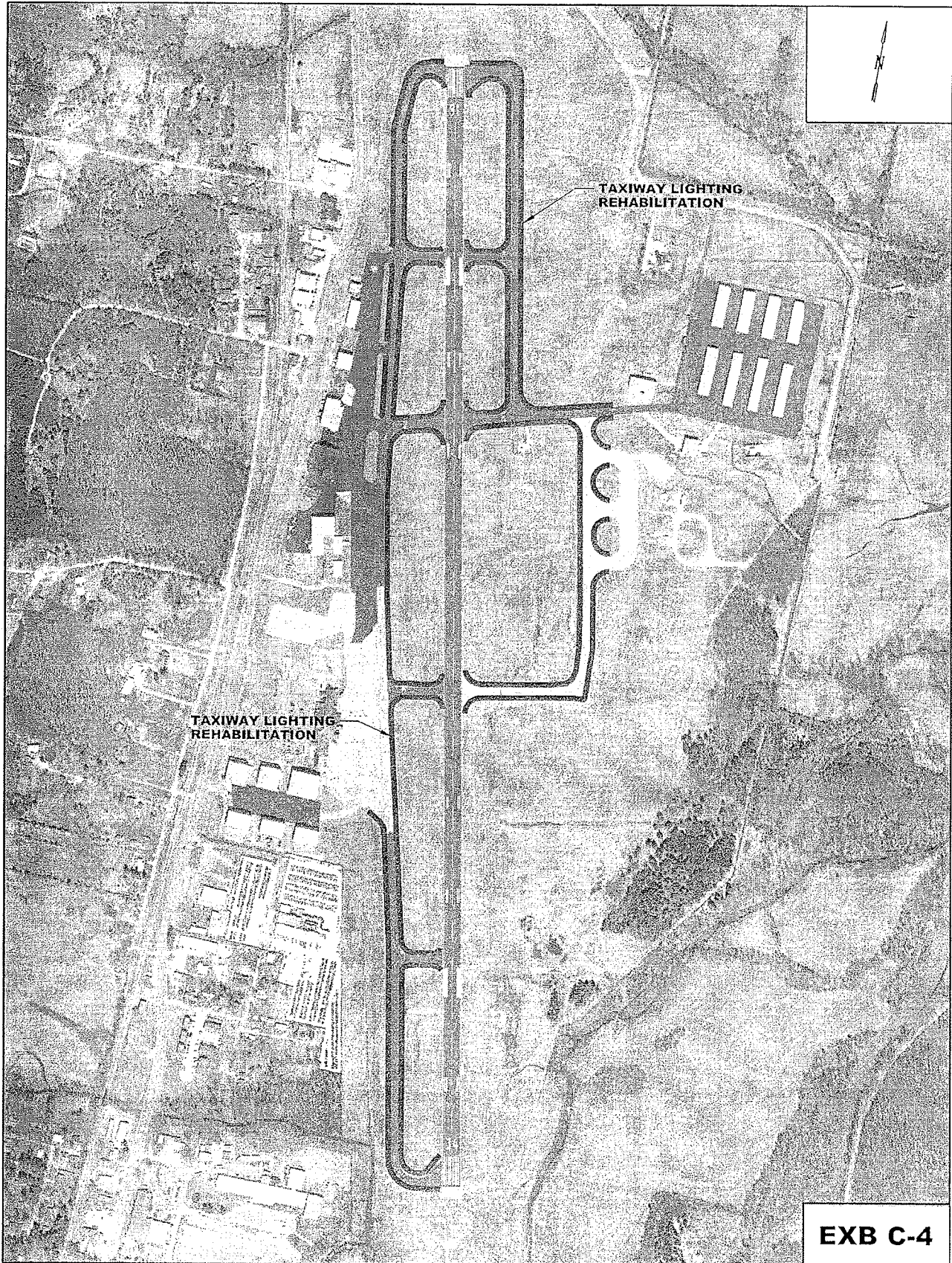
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$237.63
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SUBTOTAL:	\$3,043.48
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SUBCONSULTANTS FEE:	\$0.00
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PROFESSIONAL FEE	\$456.52
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TOTAL FEE:	\$3,500.00
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TAXIWAY LIGHTING
REHABILITATION

TAXIWAY LIGHTING
REHABILITATION

EXB C-4

EXHIBIT D-4**FAYETTEVILLE-DRAKE FIELD
TAXIWAY LIGHTING REHABILITATION****ENGINEER'S OPINION OF CONCEPTUAL CONSTRUCTION COST**

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ESTIMATED AMOUNT
1	Site Preparation / Mobilization	LS	1	\$23,000.00	\$ 23,000.00
2	Temporary Airfield Lighting	LS	1	\$10,000.00	\$ 10,000.00
3	Conduit Replacement	LF	200	\$5.00	\$ 1,000.00
4	Conduit Clearing	LF	30,000	\$0.35	\$ 10,500.00
5	L-824C Cable	LF	30,000	\$1.50	\$ 45,000.00
6	LED Lighting Upgrade	EA	420	\$500.00	\$ 210,000.00
7	Third Party Insurance *	LS	1	\$500.00	\$ 500.00
TOTAL ESTIMATED CONSTRUCTION COST					\$ 300,000.00

* Non-AIP Eligible Items

ENGINEERING SERVICES

Bid Package Development	\$ 20,500.00
Bidding Services	\$ 5,500.00
Construction Phase Services	\$ 16,000.00
Closeout Services	\$ 3,500.00
TOTAL ENGINEERING SERVICES	\$ 45,500.00

TOTAL ESTIMATED CONSTRUCTION COST	\$ 300,000.00
TOTAL ENGINEERING SERVICES	\$ 45,500.00
TOTAL ESTIMATED PROJECT COST	\$ 345,500.00

TOTAL ESTIMATED AIP-ELIGIBLE PROJECT COST	\$ 345,000.00
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PROJECT FUNDING	TOTAL
FAA (90%)	\$ 310,500.00
ADA (10%)	\$ 34,500.00
Sponsor (Remainder)	\$ 500.00
TOTAL PROJECTED FUNDING	\$ 345,500.00

Budget Year	Division: Aviation	Adjustment Number
2015	Dept.: Transportation Services	
	Requestor: Summer Fallen	

A budget adjustment is needed for the 2016 budget to allow Airport to hire Garver to gather bids to determine the best price for 2016 Drake Field Taxiway Lighting Rehabilitation FAA grant project.

POSTED: /

v.20150925

1 of 1

RESOLUTION NO. 89-15

A RESOLUTION TO AUTHORIZE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH GARVER, LLC FOR ENGINEERING SERVICES FOR THE AIRPORT, TO APPROVE TASK ORDER NO. 1 FOR ON-CALL ENGINEERING AND SURVEYING SERVICES FOR THE AIRPORT IN AN AMOUNT NOT TO EXCEED \$20,000.00, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, the Federal Aviation Administration requires the airport to contract with an airport engineering consultant for engineering services in order to qualify for United States Department of Transportation Airport Improvement grants.

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

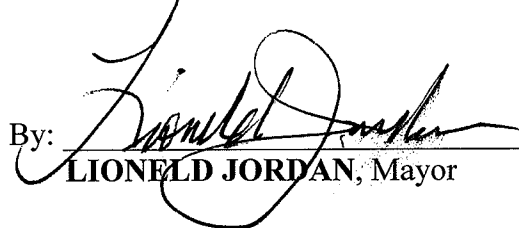
Section 1. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the Mayor to sign a professional engineering services agreement with Garver, LLC for engineering services for the airport with services to be rendered based on amendments to the Agreement or specific task orders.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves Task Order No. 1 in an amount not to exceed \$20,000.00 for on-call engineering and surveying services.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment in connection with Task Order No. 1, a copy of which is attached to this Resolution and made a part hereof.

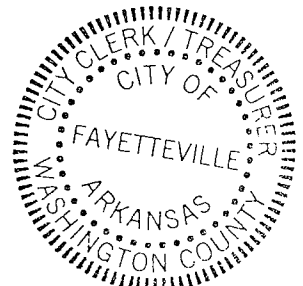
PASSED and APPROVED this 21st day of April, 2015.

APPROVED:

By: 
LIONELD JORDAN, Mayor

ATTEST:

By: 
SONDRA E. SMITH, City Clerk Treasurer





City of Fayetteville, Arkansas

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

Text File

File Number: 2015-0185

Agenda Date: 4/21/2015

Version: 1

Status: Agenda Ready

In Control: City Council

File Type: Resolution

Agenda Number: A. 8

GARVER, LLC PROFESSIONAL ENGINEERING SERVICES AGREEMENT

A RESOLUTION TO AUTHORIZE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH GARVER, LLC FOR ON-CALL ENGINEERING SERVICES FOR THE AIRPORT IN AN AMOUNT NOT TO EXCEED \$20,000.00, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, the Federal Aviation Administration requires the airport to contract with an airport engineering consultant for engineering services in order to qualify for United States Department of Transportation Airport Improvement grants.

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 professional engineering services agreement with Garver, LLC for on-call engineering services for the airport with services to be rendered based on amendments to the Agreement or specific task orders in an amount not to exceed \$20,000.00.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, attached to this Resolution and made a part hereof

City of Fayetteville Staff Review Form

2015-0185

Legistar File ID

4/21/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

John Roscoe 

4/3/2015

Aviation /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of and signature of the Mayor, attested by the City Clerk, for an Agreement for Professional Engineering Services with Garver LLC., C/O Adam T. White, 2049 East Joyce Blvd, Fayetteville, AR, 72703, 479-527-9100, ATWhite@GarverUSA.com. Approval of and signature of the Mayor, attested by the City Clerk, for Task Order 01, which provides for on-call services by the Consultant, not to exceed \$20,000. Approval of a Budget Adjustment.

Budget Impact:

5550.3960.5314.00		Airport	
<u>Account Number</u>		<u>Fund</u>	
15029 1		Airport Engineering Consultant Services	
<u>Project Number</u>		<u>Project Title</u>	
Budgeted Item?	No	Current Budget	\$ -
		Funds Obligated	\$ -
		Current Balance	\$ -
Does item have a cost?	Yes	Item Cost	\$ 20,000.00
Budget Adjustment Attached?	Yes	Budget Adjustment	\$ 20,000.00
		Remaining Budget	\$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date: 4-21-15

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF APRIL 21, 2015

TO: Mayor and City Council

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

FROM: John Roscoe, Airport Director 

DATE: 4/3/15

SUBJECT: Engineering Agreement and Task Order 01 with Garver LL
Legistar Item # 2015-0185

RECOMMENDATION:

- a) Approval of and signature of the Mayor, attested by the City Clerk, for an "Agreement for Professional Engineering Services" with Garver LLC.
- b) Approval of and signature of the Mayor, attested by the City Clerk, for "Task Order 01," that provides for on-call services by the Consultant, not to exceed \$20,000.
- c) Approval of a Budget Adjustment.

BACKGROUND:

In order to qualify for Department of Transportation, Airport Improvement Program (AIP) grants, The Federal Aviation Administration (FAA) requires airports to contract with an Airport Engineering Consultant to provide engineering services to the airport.

Specific projects assigned to the engineer are issued as Task Orders to be approved individually contingent upon available funding and budget approval.

DISCUSSION:

A Request for qualifications was issued

BUDGET/STAFF IMPACT:

The Agreement for Professional Engineering Services is not an expense in and of itself. However, Task Order 01 commits up to \$20,000 from the Airport Fund Balance that may be reimbursable by FAA and State grants as project formulation costs if they are part of an approved, grant-funded project.

Attachments:

SRF, SRM,
Budget Adjustment
Agreement for Professional Engineering Services
Task Order 01
Purchase Request

AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
GARVER LLC

THIS AGREEMENT is made as of April 21, 2015, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and GARVER LLC (hereinafter called GARVER).

CITY OF FAYETTEVILLE from time to time requires professional engineering services in connection with the evaluation, design, and/or construction supervision of capital improvement projects. Therefore, CITY OF FAYETTEVILLE and GARVER in consideration of their mutual covenants agree as follows:

GARVER shall serve as CITY OF FAYETTEVILLE's professional engineering consultant in those assignments to which this Agreement applies, and shall give consultation and advice to CITY OF FAYETTEVILLE during the performance of GARVER's services. All services shall be performed under the direction of a professional engineer registered in the State of Arkansas and qualified in the particular field.

SECTION 2 - AUTHORIZATION OF SERVICES

- 1.1 Services on any assignment shall be undertaken only upon written Authorization of CITY OF FAYETTEVILLE and agreement of GARVER.
- 1.2 Assignments may include services described hereafter as Basic Services or as Additional Services of GARVER.
- 1.3 Changes, modifications or amendments in scope, price or fees to this contract shall **not** be allowed without a formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, costs, fees, or delivery schedule.

SECTION 3 - BASIC SERVICES OF GARVER

- 2.1 Perform professional services in connection with the Project as hereinafter stated.
 - 2.1.1 The Scope of Services to be furnished by GARVER during the Project is included in Appendix A attached hereto and made part of this Agreement.
- 2.2 GARVER shall coordinate their activities and services with the CITY OF FAYETTEVILLE. GARVER and CITY OF FAYETTEVILLE agree that GARVER has full responsibility for the engineering services.

SECTION 4 - RESPONSIBILITIES OF CITY OF FAYETTEVILLE

- 3.1 CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of GARVER.
 - 3.1.1 Provide full information as to CITY OF FAYETTEVILLE's requirements for the Project.
 - 3.1.2 Assist GARVER by placing at GARVER's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
 - 3.1.3 Assist GARVER in obtaining access to property reasonably necessary for GARVER to perform its services under this Agreement.
 - 3.1.4 Examine all studies, reports, sketches, cost opinions, proposals, and other documents presented by GARVER and render in writing decisions pertaining thereto.
 - 3.1.5 The Director, Fayetteville Executive Airport, is the CITY OF FAYETTEVILLE's project representative with respect to the services to be performed under this Agreement. The Director, Fayetteville Executive Airport shall have complete authority to transmit instructions, receive information, interpret and define CITY OF FAYETTEVILLE's policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.
 - 3.1.6 CITY OF FAYETTEVILLE and/or its representative will review all documents and provide written comments to GARVER in a timely manner.

SECTION 5 - PERIOD OF SERVICE

- 4.1 This Agreement will become effective upon the first written notice by CITY OF FAYETTEVILLE authorizing services hereunder.
- 4.2 The provisions of this Agreement have been agreed to in anticipation of the orderly progress of the Project through completion of the services stated in the Agreement. GARVER will proceed with providing the authorized services immediately upon receipt of written authorization from CITY OF FAYETTEVILLE. Said authorization shall include the scope of the services authorized and the time in which the services are to be completed. The anticipated schedule for this project is dependent upon each individual Task Order and as agreed upon by GARVER and the CITY OF FAYETTEVILLE.

SECTION 6 - PAYMENTS TO GARVER

- 5.1 The CITY OF FAYETTEVILLE shall compensate GARVER based on a Unit Price or Lump Sum basis as described in Appendix A for each separate Task Order.
- 5.2 Statements
 - 5.2.1 Monthly statements for each calendar month shall be submitted to CITY OF FAYETTEVILLE or such parties as CITY OF FAYETTEVILLE may designate for professional services consistent with GARVER's normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project. Applications for payment shall be made in accordance with a format to be developed by GARVER and approved by CITY OF FAYETTEVILLE. Applications for payment shall be accompanied

each month by the updated project schedule as the basis for determining the value earned as the work is accomplished. Final payment for professional services shall be made upon CITY OF FAYETTEVILLE's approval and acceptance with the satisfactory completion of the study and report for the Project.

5.3 Payments

- 5.3.1 All statements are payable upon receipt and due within thirty (30) days. If a portion of GARVER's statement is disputed by CITY OF FAYETTEVILLE, the undisputed portion shall be paid by CITY OF FAYETTEVILLE by the due date. CITY OF FAYETTEVILLE shall advise GARVER in writing of the basis for any disputed portion of any statement. CITY OF FAYETTEVILLE will make reasonable effort to pay invoices within 30 days of date the invoice is approved, however, payment within 30 days is not guaranteed.

5.4 Final Payment

- 5.4.1 Upon satisfactory completion of the work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, GARVER shall execute and deliver to CITY OF FAYETTEVILLE a release of all claims against CITY OF FAYETTEVILLE arising under or by virtue of this Agreement, except claims which are specifically exempted by GARVER to be set forth therein. Unless otherwise provided in this Agreement or by State law or otherwise expressly agreed to by the parties to this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of CITY OF FAYETTEVILLE's claims against GARVER or his sureties under this Agreement or applicable performance and payment bonds, if any.

SECTION 7 - GENERAL CONSIDERATIONS

6.1 Insurance

- 6.1.1 During the course of performance of these services, GARVER will maintain (in United States Dollars) the following minimum insurance coverages:

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation Employers' Liability	Statutory \$500,000 Each Accident
Commercial General Liability Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Automobile Liability: Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Professional Liability Insurance	\$1,000,000 Each Claim

GARVER will provide to CITY OF FAYETTEVILLE certificates as evidence of the specified insurance within ten days of the date of this Agreement and upon each renewal of coverage.

- 6.1.2 CITY OF FAYETTEVILLE and GARVER waive all rights against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of GARVER's services.
- 6.2 Professional Responsibility
 - 6.2.1 GARVER will exercise reasonable skill, care, and diligence in the performance of GARVER's services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. CITY OF FAYETTEVILLE will promptly report to GARVER any defects or suspected defects in GARVER's services of which CITY OF FAYETTEVILLE becomes aware, so that GARVER can take measures to minimize the consequences of such a defect. CITY OF FAYETTEVILLE retains all remedies to recover for its damages caused by any negligence of GARVER.
- 6.3 Cost Opinions and Projections
 - 6.3.1 Cost opinions and projections prepared by GARVER relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on GARVER's experience, qualifications, and judgment as a design professional. Since GARVER has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction Contractors' procedures and methods, unavoidable delays, construction Contractors' methods of determining prices, economic conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections, GARVER does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by GARVER.
- 6.4 Changes
 - 6.4.1 CITY OF FAYETTEVILLE shall have the right to make changes within the general scope of GARVER's services, with an appropriate change in compensation and schedule only after Fayetteville City Council approval of such proposed changes and, upon execution of a mutually acceptable amendment or change order signed by the Mayor of the CITY OF FAYETTEVILLE and the duly authorized officer of GARVER.
- 6.5 Termination
 - 6.5.1 This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:
 - 6.5.1.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,
 - 6.5.1.2 An opportunity for consultation with the terminating party prior to termination.

- 6.5.2 This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that GARVER is given:
- 6.5.2.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,
- 6.5.2.2 An opportunity for consultation with the terminating party prior to termination.
- 6.5.3 If termination for default is effected by CITY OF FAYETTEVILLE, an equitable adjustment in the price provided for in this Agreement shall be made, but
- 6.5.3.1 No amount shall be allowed for anticipated profit on unperformed services or other work,
- 6.5.3.2 Any payment due to GARVER at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of GARVER's default.
- 6.5.4 If termination for default is effected by GARVER, or if termination for convenience is effected by CITY OF FAYETTEVILLE, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to GARVER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by GARVER relating to commitments which had become firm prior to the termination.
- 6.5.5 Upon receipt of a termination action under Paragraphs 6.5.1 or 6.5.2 above, GARVER shall:
- 6.5.5.1 Promptly discontinue all affected work (unless the notice directs otherwise),
- 6.5.5.2 Deliver or otherwise make available to CITY OF FAYETTEVILLE all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by GARVER in performing this Agreement, whether completed or in process.
- 6.5.6 Upon termination under Paragraphs 6.5.1 or 6.5.2 above CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.
- 6.5.7 If, after termination for failure of GARVER to fulfill contractual obligations, it is determined that GARVER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of CITY OF FAYETTEVILLE. In such event, adjustments of the agreement price shall be made as provided in Paragraph 6.5.4 of this clause.
- 6.6 Delays
- 6.6.1 In the event the services of GARVER are suspended or delayed by CITY OF FAYETTEVILLE or by other events beyond GARVER's reasonable control, GARVER shall be entitled to additional compensation and time for reasonable costs incurred by GARVER in temporarily closing down or delaying the Project.

6.7 Rights and Benefits

- 6.7.1 GARVER's services will be performed solely for the benefit of CITY OF FAYETTEVILLE and not for the benefit of any other persons or entities.

6.8 Dispute Resolution

- 6.8.1 Scope of Paragraph: The procedures of this Paragraph shall apply to any and all disputes between CITY OF FAYETTEVILLE and GARVER which arise from, or in any way are related to, this Agreement, including, but not limited to the interpretation of this Agreement, the enforcement of its terms, any acts, errors, or omissions of CITY OF FAYETTEVILLE or GARVER in the performance of this Agreement, and disputes concerning payment.
- 6.8.2 Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate. If timely Notice is given under Paragraph 6.8.3, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in Paragraphs 6.8.3 and 6.8.4 have been complied with.
- 6.8.3 Notice of Dispute
- 6.8.3.1 For disputes arising prior to the making of final payment promptly after the occurrence of any incident, action, or failure to act upon which a claim is based, the party seeking relief shall serve the other party with a written Notice.
- 6.8.3.2 For disputes arising within one year after the making of final payment, CITY OF FAYETTEVILLE shall give GARVER written Notice at the address listed in Paragraph 6.14 within thirty (30) days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this Agreement that authorize the relief requested.
- 6.8.4 Negotiation: Within seven days of receipt of the Notice, the Project Managers for CITY OF FAYETTEVILLE and GARVER shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level, then, upon written request of either side, the matter shall be referred to the President of GARVER and the Mayor of CITY OF FAYETTEVILLE or his designee. These officers shall meet at the Project Site or such other location as is agreed upon within 30 days of the written request to resolve the dispute.
- 6.9 CITY OF FAYETTEVILLE represents that it has sufficient funds or the means of obtaining funds to remit payment to GARVER for services rendered by GARVER.
- 6.10 Publications
- 6.10.1 Recognizing the importance of professional development on the part of GARVER's employees and the importance of GARVER's public relations, GARVER may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to GARVER's services for the Project. Such publications will be provided to CITY OF FAYETTEVILLE in draft form for CITY OF FAYETTEVILLE's advance review. CITY OF FAYETTEVILLE shall review such drafts promptly and provide CITY OF FAYETTEVILLE's comments to GARVER. CITY OF FAYETTEVILLE may require

deletion of proprietary data or confidential information from such publications, but otherwise CITY OF FAYETTEVILLE will not unreasonably withhold approval. The cost of GARVER's activities pertaining to any such publication shall be for GARVER's account.

6.11 Indemnification

- 6.11.1 CITY OF FAYETTEVILLE agrees that it will require all construction Contractors to indemnify, defend, and hold harmless CITY OF FAYETTEVILLE and GARVER from and against any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractors, or their employees, agents, Subcontractors, and Suppliers.

6.12 Ownership of Documents

- 6.12.1 All documents provided by CITY OF FAYETTEVILLE including original drawings, CAD drawings, estimates, field notes, and project data are and remain the property of CITY OF FAYETTEVILLE. GARVER may retain reproduced copies of drawings and copies of other documents.
- 6.12.2 Engineering documents, computer models, drawings, specifications and other hard copy or electronic media prepared by GARVER as part of the Services shall become the property of CITY OF FAYETTEVILLE when GARVER has been compensated for all Services rendered, provided, however, that GARVER shall have the unrestricted right to their use. GARVER shall, however, retain its rights in its standard drawings details, specifications, databases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of GARVER.
- 6.12.3 Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. GARVER makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

6.13 Notices

- 6.13.1 Any Notice required under this Agreement will be in writing, addressed to the appropriate party at the following addresses:

CITY OF FAYETTEVILLE's address:
113 West Mountain Street
Fayetteville, Arkansas 72701

GARVER's address:
2049 E Joyce Blvd; Suite 400
Fayetteville, AR 72703

6.14 Successor and Assigns

- 6.14.1 CITY OF FAYETTEVILLE and GARVER each binds himself and his successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither CITY OF FAYETTEVILLE nor GARVER shall assign, sublet, or transfer his interest in the Agreement without the written consent of the other.

6.15 Controlling Law

- 6.15.1 This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Arkansas without regard to any conflicts of law provisions.

6.16 Entire Agreement

- 6.16.1 This Agreement represents the entire Agreement between GARVER and CITY OF FAYETTEVILLE relative to the Scope of Services herein. Since terms contained in purchase orders do not generally apply to professional services, in the event CITY OF FAYETTEVILLE issues to GARVER a purchase order, no preprinted terms thereon shall become a part of this Agreement. Said purchase order document, whether or not signed by GARVER, shall be considered as a document for CITY OF FAYETTEVILLE's internal management of its operations.

6.17 FAA Certification and Contract Provisions

- 6.17.1 Required FAA engineering certifications and contract provisions can be found in Appendix B and Appendix C, respectively.

SECTION 8 - SPECIAL CONDITIONS

7.1 Additional Responsibilities of GARVER

- 7.1.1 CITY OF FAYETTEVILLE's review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder shall not in any way relieve GARVER of responsibility for the technical adequacy of the work. Neither CITY OF FAYETTEVILLE's review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- 7.1.2 GARVER shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by GARVER's negligent performance of any of the services furnished under this Agreement except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.
- 7.1.3 GARVER's obligations under this clause are in addition to GARVER's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that CITY OF FAYETTEVILLE may have against GARVER for faulty materials, equipment, or work.

7.2 Remedies

- 7.2.1 Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between CITY OF FAYETTEVILLE and GARVER arising out of or relating to this Agreement or the breach thereof will be decided in a court of competent jurisdiction within Arkansas.

7.3 Audit: Access to Records

- 7.3.1 GARVER shall maintain books, records, documents and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied in effect on the date of execution of this Agreement. GARVER shall also maintain the financial information and data used by GARVER in the preparation of support of the cost submission required for any negotiated agreement or change order and send to CITY OF FAYETTEVILLE a copy of the cost summary submitted. CITY OF FAYETTEVILLE, the State or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. GARVER will provide proper facilities for such access and inspection.

- 7.3.2 Records under Paragraph 7.3.1 above, shall be maintained and made available during performance on assisted work under this Agreement and until three years from the date of final payment for the project. In addition, those records which relate to any controversy arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.

- 7.3.3 This right of access clause (with respect to financial records) applies to:

- 7.3.3.1 Negotiated prime agreements:

- 7.3.3.2 Negotiated change orders or agreement amendments in excess of \$10,000 affecting the price of any formally advertised, competitively awarded, fixed price agreement:

- 7.3.3.3 Agreements or purchase orders under any agreement other than a formally advertised, competitively awarded, fixed price agreement. However, this right of access does not apply to a prime agreement, lower tier subagreement or purchase order awarded after effective price competition, except:

- 7.3.3.3.1 With respect to record pertaining directly to subagreement performance, excluding any financial records of GARVER;

- 7.3.3.3.2 If there is any indication that fraud, gross abuse or corrupt practices may be involved;

- 7.3.3.3.3 If the subagreement is terminated for default or for convenience.

7.4 Covenant Against Contingent Fees

- 7.4.1 GARVER warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established

commercial or selling agencies maintained by GARVER for the purpose of securing business. For breach or violation of this warranty, CITY OF FAYETTEVILLE shall have the right to annul this Agreement without liability or at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

7.5 Gratuities

7.5.1 If CITY OF FAYETTEVILLE finds after a notice and hearing that GARVER or any of GARVER's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of CITY OF FAYETTEVILLE, in an attempt to secure an agreement or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, CITY OF FAYETTEVILLE may, by written notice to GARVER terminate this Agreement. CITY OF FAYETTEVILLE may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which CITY OF FAYETTEVILLE bases such finding shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

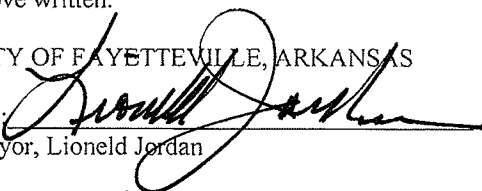
7.5.2 In the event this Agreement is terminated as provided in Paragraph 7.5.1, CITY OF FAYETTEVILLE may pursue the same remedies against GARVER as it could pursue in the event of a breach of the Agreement by GARVER. As a penalty, in addition to any other damages to which it may be entitled by law, CITY OF FAYETTEVILLE may pursue exemplary damages in an amount (as determined by CITY OF FAYETTEVILLE) which shall be not less than three nor more than ten times the costs GARVER incurs in providing any such gratuities to any such officer or employee.

7.6 Arkansas Freedom of Information Act

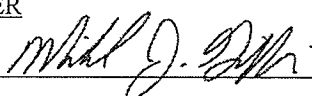
7.6.1 City contracts and documents, including internal documents and documents of subcontractors and sub-consultants, prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act (FOIA). If a Freedom of Information Act request is presented to the CITY OF FAYETTEVILLE, GARVER will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE, ARKANSAS by and through its Mayor, and GARVER, by its authorized officer have made and executed this Agreement as of the day and year first above written.

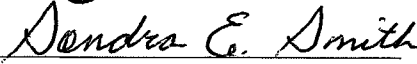
CITY OF FAYETTEVILLE, ARKANSAS

By: 
Mayor, Lioneld Jordan

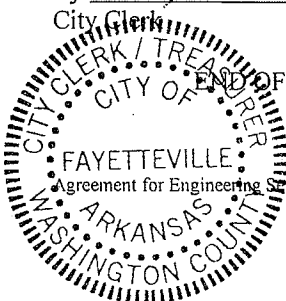
GARVER

By: 

ATTEST:

By: 
City Clerk

Title: Senior Vice President



END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

APPENDIX A

GENERAL SCOPE OF SERVICES

DESCRIPTION OF THE PROJECTS

1. Services, when requested by the CITY OF FAYETTEVILLE, will be described in specific Task Orders to this AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES. Additional services may be included as determined by the CITY OF FAYETTEVILLE by executing Amendments to this BASIC AGREEMENT or by specific Task Orders.
2. The services provided by GARVER are anticipated to include but not necessarily be limited to studies, investigations, reports, funding applications, design services, preparation of construction drawings and specifications, bidding services, and engineering services during construction related to:
 - 2.1 T-Hangar Unit Expansion(s).
 - 2.2 60x60 Small Corporate Hangars.
 - 2.3 East Side Corporate Aprons.
 - 2.4 Runway, Taxiway, and/or Apron Construction Projects
 - 2.5 Individual Corporate Hangars and Parking Aprons.
 - 2.6 GA Parking Aprons and Sunscreen Development.
 - 2.7 Airport Security Improvement Projects.
 - 2.8 Runway 16 RSA Project Continuation.
 - 2.9 Extension of Lancaster Drive.
 - 2.10 Airport Layout Plan Sheet Updates.
 - 2.11 Maintenance and Rehabilitation of Pavements.
 - 2.12 Airfield Marking.
 - 2.13 Airfield Lighting.
 - 2.14 Assistance in Grant Writing.
 - 2.15 Interaction as requested with State Aeronautical Commission Authorities and the FAA.

CERTIFICATION OF ENGINEER

APPENDIX C

MANDATORY FEDERAL CONTRACT PROVISIONS

1. CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS

During the performance of this contract, the Engineer, for itself, its assignees, and successors in interest (hereinafter referred to as the "Engineer") agrees as follows:

- 1.1 Compliance with Regulations. The Engineer (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 1.2 Nondiscrimination. The Engineer, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Engineer will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding, or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the Engineer of the Engineer's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- 1.4 Information and Reports. The Engineer will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of an engineer is in the exclusive possession of another who fails or refuses to furnish the information, the Engineer will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 1.5 Sanctions for Noncompliance. In the event of an engineer's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - 1.5.1. Withholding of payments to the Engineer under the contract until the Engineer complies, and/or
 - 1.5.2. Cancellation, termination, or suspension of the contract, in whole or in part.

- 1.6 Incorporation of Provisions. The Engineer will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Engineer will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Engineer becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the Engineer may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Engineer may request the United States to enter into the litigation to protect the interests of the United States.

2. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS

The Engineer agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Engineers from the solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

3. DISADVANTAGED BUSINESS ENTERPRISES

- 3.1 Contract Assurance (§26.13): The Engineer or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Engineer shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Engineer to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

3.2 Prompt Payment (§26.29): The Engineer agrees to pay each subconsultant under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the Engineer receives from the Sponsor. The Engineer agrees further to return retainage payments to each subconsultant within 30 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment

from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subconsultants.

4. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

The Engineer certifies by executing this contract, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Engineer, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

5. ACCESS TO RECORDS AND REPORTS

The Engineer must maintain an acceptable cost accounting system. The Engineer agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the Engineer which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Engineer agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

6. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Engineer or its subconsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

7. RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

8. TRADE RESTRICTION CLAUSE

The Engineer or subconsultant, by submission of an offer and/or execution of a contract, certifies that it:

- 8.1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- 8.2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- 8.3. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an engineer or subconsultant who is unable to certify to the above. If the Engineer knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the Engineer agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Engineer may rely on the certification of a prospective subconsultant unless it has knowledge that the certification is erroneous.

The Engineer shall provide immediate written notice to the sponsor if the Engineer learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The subconsultant agrees to provide written notice to the Engineer if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Engineer or subconsultant knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of an engineer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker

subject to prosecution under Title 18, United States Code, Section 1001.

9. TERMINATION OF CONTRACT

- 9.1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- 9.2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
- 9.3. If the termination is due to failure to fulfill the Engineer's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Engineer is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- 9.4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Engineer had not so failed, the termination will be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.
- 9.5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

10. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

By executing this contract, the Engineer certifies that at the time the Engineer executes this contract that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

ENGINEERING SERVICES RECORD OF NEGOTIATION

Fayetteville – Drake Field
Taxiway Lighting Rehabilitation
Anticipated A.I.P. Grant: 3-05-0020-043-2016

- On April 21, 2015, Garver executed a Master Services Agreement (MSA) with the City of Fayetteville for work related to project improvements at Fayetteville – Drake Field.
- On November 11, 2015, Garver sent the scope of services and task order for the Taxiway Lighting Rehabilitation to Johnny Roscoe who coordinated with city staff with experience in reviewing professional services contracts. An IFE was performed and the proposed contract was determined to be fair and reasonable.
- On November 24, 2015, the City Council met at an Agenda Session to review the proposed task order. The City Council debated the task order and decided to move it to the full city council meeting on December 1.
- On December 1, 2015, a Fayetteville City Council meeting was held to discuss the contract. The contract was discussed at the City Council meeting and approved.
- The negotiations were conducted in good faith to ensure the fees are fair and reasonable.

McCoy, Dee

From: Perea, Ben M. <BMPerea@GarverUSA.com>
Sent: Wednesday, April 27, 2016 10:09 AM
To: McCoy, Dee
Subject: RE: Taxiway Lighting Rehab - Grant Application

Because the ADA grant isn't something that's guaranteed (though they will rarely not match an AIP grant), I think we decided that we'll go ahead and have it as an agenda item.

Our hope is to get approval to submit the grant application, execute the grant offer, execute the construction contracts (subject to the execution of the grant offer), and apply for the ADA grant at the end of the project (subject to the execution of the grant offer). Do you think it'd be possible for us to take a look at the memo that will be associated with this packet before it's submitted into Legistar?

Thanks!

Benjamin M. Perea
Garver
479-527-9100

Budget Year	Division: Airport Services	Adjustment Number
2016	Dept.: Transportation Services	
	Requestor: John Nelson	

Create a new project for the airport Taxiway Lighting Rehabilitation project. The project is 90% funded by a grant from the FAA. The remaining 10% of the project cost will be taken from the Airport Roof Replacements project. Upon completion of the project, a grant application will be submitted to the Arkansas Department of Aeronautics to replace funds taken from the Airport Roof Replacements project.

RESOLUTION/ORDINANCE

v.20160125

Account Number	Expense	Revenue	Project	Sub	AT	Account Name
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5550.0955.4309.00	-	253,309	16012	1	RE	Federal Grants - Capital
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5550.3960.5801.00	285,255	-	16012	1	EX	Fixed Assets
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5550.3960.5801.00	(31,946)	-	13025	1	EX	Fixed Assets
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City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0243

Agenda Date: 6/7/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 11

UNIVERSITY OF ARKANSAS OSHER LIFELONG LEARNING INSTITUTE LEASE AGREEMENT:

A RESOLUTION TO APPROVE A LEASE AGREEMENT WITH THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ARKANSAS FOR THE UNOCCUPIED BANQUET AREA IN THE AIRPORT TERMINAL BUILDING TO BE USED BY THE OSHER LIFELONG LEARNING INSTITUTE TO CONDUCT CLASSES DURING THE FALL 2016 AND SPRING 2017 SEMESTERS IN THE AMOUNT OF \$25.00 FOR EACH DAY THE SPACE IS USED

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 lease agreement with the Board of Trustees of the University of Arkansas for the unoccupied banquet area in the Airport Terminal building to be used by the Osher Lifelong Learning Institute to conduct its classes during the Fall 2016 and Spring 2017 semesters in the amount of \$25.00 for each day the space is used.

City of Fayetteville Staff Review Form

2016-0243

Legistar File ID

6/7/2016

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

Johnny Roscoe

5/5/2016

Aviation /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval and signature of the Mayor on a lease agreement between the City of Fayetteville and the University of Arkansas Osher Lifelong Learning Insitute.

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 JUNE 7, 2016

TO: Mayor Lioneld Jordan
Fayetteville City Council

THRU: Don Marr, Chief of Staff
Terry Gulley, Transportation Services Director

FROM: Johnny Roscoe, Airport Director

DATE: May 5, 2016

SUBJECT: University of Arkansas Osher Lifelong Learning Institute Lease Agreement

RECOMMENDATION:

Staff recommends approval and signature of the Mayor on a lease agreement between the City of Fayetteville and the University of Arkansas Osher Lifelong Learning Institute.

BACKGROUND:

The University of Arkansas Osher Lifelong Learning Institute was founded by the Bernard Osher Foundation and provides affordable education opportunities to its members.

DISCUSSION:

The University of Arkansas Osher Lifelong Learning Institute requests space in the Airport Terminal Building to conduct classes for the Fall 2016 and Fall 2017 semesters.

BUDGET/STAFF IMPACT:

The University of Arkansas Osher Lifelong Learning Institute will pay rent of \$25 per day for use of the space based on the Airport's standard meeting room rental rate.

Attachments:

Staff Review Form
City Council Memo
Lease Agreement
Airport Terminal Building Layout with rented space indicated

Lease Agreement

between The City of Fayetteville, Arkansas

And

The Board of Trustees of the University of Arkansas, acting
for the University of Arkansas, Fayetteville, OSHER
Lifelong Learning Institute

The purpose of this Lease Agreement is to ~~establish an agreement~~ between the City of Fayetteville, Arkansas ("City") and The Board of Trustees of the University of Arkansas, acting on behalf of the University of Arkansas, Fayetteville, OSHER Lifelong Learning Institute ("OLLI") for the use of space available in the City's Drake Field terminal building to conduct classes for the Fall 2016 and Spring 2017 semesters.

1. **Leased Premises.** For and in consideration of the rents, covenants and agreements herein entered into and agreed upon by OLLI as obligations to the City, the City lets, leases and demises unto OLLI, subject to the terms and conditions contained herein, the following described property situated in Washington, County, Arkansas:

Drake Field Terminal Building banquet area. Please see attached layout of the Airport.

2. **Term.** This term shall commence on August 22, 2016, and shall end on June 16, 2017. The term of this lease may be terminated early by the City without cause only upon thirty days' prior written notice. The term of this lease may be extended only upon the mutual written agreement of OLLI and the City.

3. **Rent.** OLLI agrees to pay to City of Fayetteville as rental for the term of this lease the sum of \$25.00 for each day it uses the Leased Premises. The Airport Administration Office will prepare an invoice following the end of each calendar month based on the number of days the Leased Premises are used by OLLI. Each monthly payment is due on or before the last day of the month in which the invoice is received. A late fee shall be imposed, at the highest rate allowable by law, on all payments which are not received by City of Fayetteville within sixty (60) business days from the due date.

4. **Use.** OLLI agrees to use the lease premises for classes, seminars or other events during regular operating hours of the Airport Terminal, which are 6:00 a.m. – 10:00 p.m. Monday through Friday and 8:00 a.m. – 8:00 p.m. Saturday through Sunday. OLLI shall coordinate with the Airport Administration Office if the Leased Premises are required after 4:00 p.m. Monday through Thursday or at any time Friday through Sunday. Classes and events shall be scheduled through the Airport Administration Office at least two weeks in advance. OLLI will notify the Airport Administration Office of any cancelled classes as soon as possible. An OLLI staff member or representative will be present at the beginning of a day's classes to set up needed items and at the end of the day to clean up. OLLI is not required to dismantle or move its tables and chairs at the end of the day unless notified by the Airport Administration Office.

5. **Preemptive Use or Access by the City.** OLLI acknowledges that the Transportation Security Administration may require use of the Leased Premises for certain chartered flights that may interfere with OLLI's use. In the event of such preemption, the Airport Administration Office will make every effort to locate an alternative site at no additional cost to

OLLI but makes no guarantees. OLLI shall not be responsible for the payment of rent for any days the Leased Premises are unavailable for a previously scheduled class or event, nor shall the City be liable to OLLI for any costs or expenses involved in rescheduling or relocating a class when the Leased Premises are required for use by the Transportation Security Administration or for maintenance issues.

6. **Access to Airport Terminal Amenities.** OLLI staff shall have access to the attached unused kitchen area to store tables and chairs for its classes and events and OLLI further agrees that its tables and chairs may be used by the City or other organizations utilizing the Leased Premises at times not scheduled for OLLI's use. OLLI understands that this area is not secured at times when the Terminal Building is open to the public. The City also agrees to allow storage of media and other electronic equipment in the secured closet area in the Airport Terminal storage room as space allows. OLLI agrees that the City shall not be responsible for theft or damage of any OLLI property that is stored at the Airport Terminal.

The restrooms near the post office are available for OLLI use. OLLI agrees to provide toilet paper, paper towels and other supplies as needed for the restrooms to cover faculty, staff, student and guest use.

7. **Restricted Areas.** Access by OLLI faculty, staff, students and guests to the Airport Flight Line (including but not limited to the apron, runway, hangars) is strictly prohibited.

OLLI faculty, staff, students and guests shall not enter any offices, rooms or areas not specifically designated for their use in paragraphs 4 and 6 above. This includes, but is not limited to, the flight planning area, pilot lounge areas, TV lounge and beverage station.

OLLI staff and students are not allowed the use the restrooms in the lobby area. OLLI staff and students will not gather or loiter in the Airport Terminal lobby area and shall enter into the Leased Premises as expeditiously as possible.

8. **Parking.** OLLI faculty, staff, students and guests will park only in the third row of the Drake Field parking lot furthest from the Airport Terminal. This area is identified in the map attached as Exhibit A.

9. **Cleaning and Maintenance.** The City shall provide regular janitorial and maintenance services for the Leased Premises.

10. **Assignment.** OLLI shall not assign this lease or sublet the Leased Premises without prior written consent of the City of Fayetteville. Consent for any assignment or subletting shall only be considered at the same rates as established in Paragraph 3 above. Any such assignment or subletting shall in no way relieve OLLI from liability for the obligations imposed by this lease. OLLI may only be released from liability by a specific written release executed by the City.

11. **Holdover.** OLLI hereby agrees that upon termination of this lease by expiration or by earlier termination for any reason whatsoever, it will remove its property from the Airport Terminal immediately.

12. **Termination.** The City hereby reserves the right to terminate this lease at any time during the term of this lease if payment of rent in accordance with Paragraph 3 above is not received within five (5) business days from the due date. If the lease is terminated, OLLI will remove its property from the Airport Terminal immediately.

13. **Non-Waiver.** It is agreed that the failure of City to invoke any of the available remedies under this lease or under law in the event of one or more breaches or defaults by OLLI under the lease shall not be construed as a waiver of such provisions and conditions and shall not prevent the City from invoking such remedies in the event of any future breach or default.

14. **Succession.** This lease agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

15. **Severability.** Each paragraph of this lease agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.

16. **Interpretation.** This lease agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

17. **Entire Agreement.** This lease agreement contains the entire agreement of both parties hereto, and no other oral or written agreement shall be binding on the parties hereto. This lease agreement supersedes all prior agreements, contracts and understandings of any kind between the parties relating to the subject matter hereof. This agreement may be executed in all or more counterparts, each of which shall be deemed an original, *but* all of which together shall constitute one and the same instrument.

CITY OF FAYETTEVILLE:

THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ARKANSAS,
ACTING FOR THE UNIVERSITY OF
ARKANSAS, FAYETTEVILLE,
OSHER LIFELONG LEARNING
INSTITUTE

By = _____

LIONELD JORDAN,
Mayor

ATTEST:

By:  _____

Printed Name: Tim O'Donnell _____

Title: Vice Chancellor - Finance

By = _____
SONDRA SMITH, City Clerk

Exhibit A

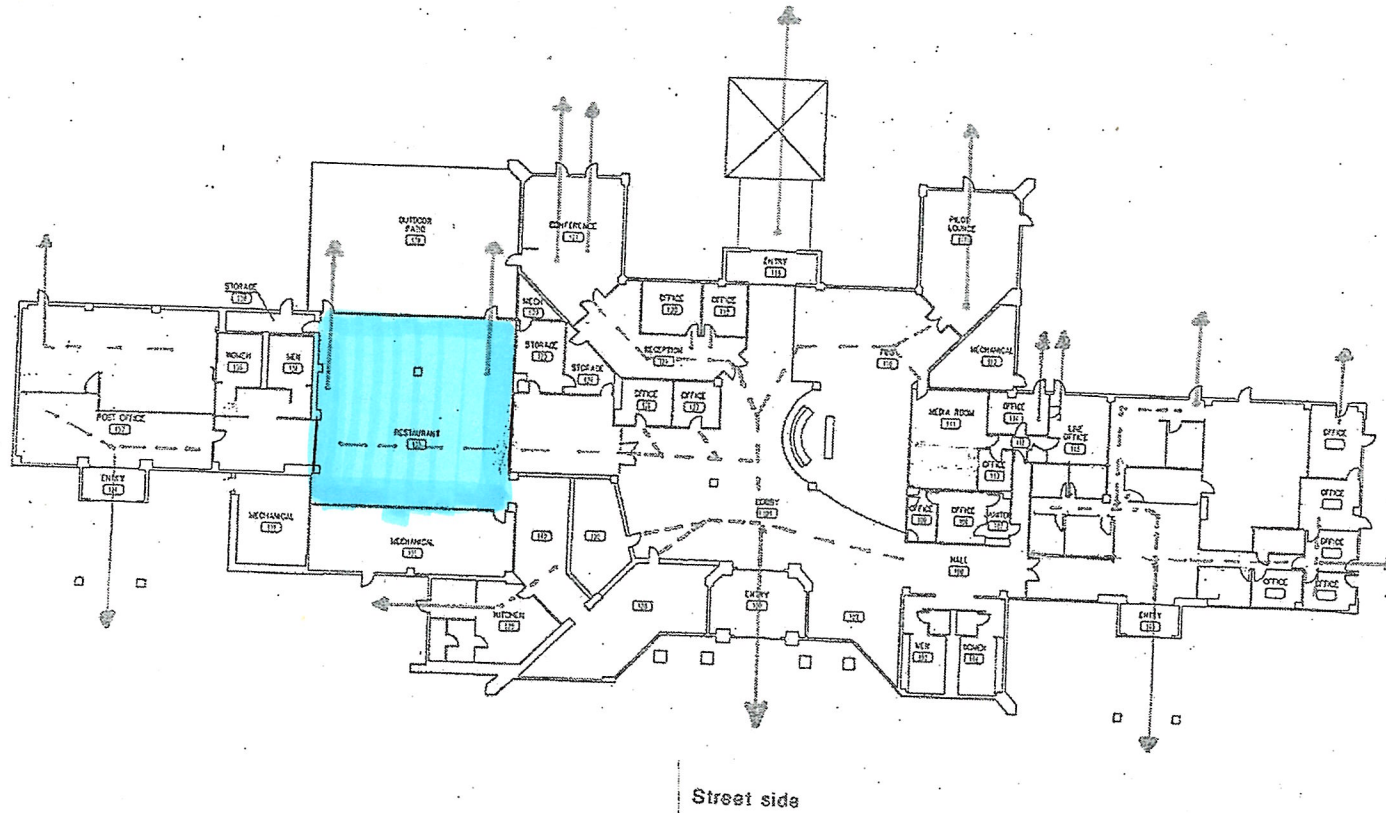
OLLI Designated Parking Area



Fayetteville Executive Airport

Terminal Building

Escape Routes



Primary escape routes follow Blue line

Alternate escape route follow Red line

Evacuation Plan diagram for Terminal Building

FAA APPROVED

JUN 16 2015

WM



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0271

Agenda Date: 6/7/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 12

ROGERS, INC.:

A RESOLUTION TO APPROVE A ONE YEAR LEASE AGREEMENT WITH ROGERS, INC. FOR OFFICE SPACE IN THE AIRPORT TERMINAL BUILDING IN THE AMOUNT OF \$330.00 PER MONTH TO PROVIDE IN-FLIGHT CATERING SERVICES

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 one year lease agreement, a copy of which is attached to this Resolution, with Rogers, Inc. for the office space in the Airport Terminal building in the amount of \$330.00 per month to provide In-Flight catering services.

City of Fayetteville Staff Review Form

2016-0271

Legistar File ID

6/7/2016

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

Johnny Roscoe

5/18/2016

Aviation /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval and signature of the Mayor on a lease agreement between the City of Fayetteville and Rogers, Inc.

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 JUNE 7, 2016

TO: Mayor Lioneld Jordan
Fayetteville City Council

THRU: Don Marr, Chief of Staff
Terry Gulley, Transportation Services Director

FROM: Johnny Roscoe, Airport Director

DATE: May 18, 2016

SUBJECT: Rogers, Inc. Lease Agreement

RECOMMENDATION:

Staff recommends approval and signature of the Mayor on a lease agreement between the City of Fayetteville and Rogers, Inc.

BACKGROUND:

Rogers, Inc. provides in-flight catering services.

DISCUSSION:

Rogers, Inc. requests space in the Airport Terminal Building to be able to provide in-flight catering services at the Drake Field Airport.

BUDGET/STAFF IMPACT:

Rogers, Inc. will pay a monthly rent of \$330 for use of the space.

Attachments:

Staff Review Form
City Council Memo
Lease Agreement
Airport Terminal Building Layout with rented space indicated

Lease Agreement
between The City of Fayetteville, Arkansas
And
Rogers, Inc.

The purpose of this Lease Agreement is to establish an agreement between the City of Fayetteville, Arkansas ("City") and Rogers, Inc. for the use of space available in the City's Drake Field terminal building to operate a catering business.

1. **Leased Premises.** For and in consideration of the rents, covenants and agreements herein entered into and agreed upon by Rogers, Inc. as obligations to the City, the City lets, leases and demises unto Rogers, Inc., subject to the terms and conditions contained herein, the following described property situated in Washington, County, Arkansas:

See attached layout of Airport

2. **Term.** This term shall commence on June 8, 2016, and shall end on June 8, 2017. The term of this lease may be extended only upon the mutual agreement of Rogers, Inc. and the City.

3. **Rent.** Rogers, Inc. agrees to pay to City of Fayetteville as rental for the term of this lease the sum of \$330.00 per month. The first pro-rated monthly payment shall be paid on June 8, 2016 and each monthly payment thereafter is due on or before the fifth business day of the month. A late fee shall be imposed, at the highest rate allowable by law, on all payments which are not received by City of Fayetteville within five (5) business days from the due date.

4. **Use.** Rogers, Inc. agrees to use the lease premises for catering services during regular operating hours of the Airport Terminal, which are 6:00 a.m – 10:00 p.m. Monday through Friday and 8:00 a.m – 8:00 p.m Saturday through Sunday.

5. **Restricted Areas.** Access by Rogers, Inc. to the Airport Flight Line (including but not limited to the apron, runway, hangars) is strictly prohibited.

Rogers, Inc. shall not enter any offices, rooms or areas not specifically designated for their use in paragraph 4 above. This includes, but is not limited to, the flight planning area, pilot lounge areas, TV lounge and beverage station.

6. **Cleaning and Maintenance.** Rogers, Inc. shall provide regular janitorial and maintenance services for the Leased Premises.

7. **Assignment.** Rogers, Inc. shall not assign this lease or sublet the Leased Premises without prior written consent of the City of Fayetteville. Consent for any assignment or subletting shall only be considered at the same rates as established in Paragraph 3 above. Any such assignment or subletting shall in no way relieve Rogers, Inc. from liability for the obligations imposed by this lease. Rogers, Inc. may only be released from liability by a specific written release executed by the City.

8. **Holdover.** Rogers, Inc. hereby agrees that upon termination of this lease by expiration or by earlier termination for any reason whatsoever, it will remove its property from the Airport Terminal immediately.

9. **Termination.** The City hereby reserves the right to terminate this lease at any time during the term of this lease if payment of rent in accordance with Paragraph 3 above is not received within five (5) business days from the due date. If the lease is terminated, Rogers, Inc. will remove its property from the Leased Premises immediately.

10. **Non-Waiver.** It is agreed that the failure of City to invoke any of the available remedies under this lease or under law in the event of one or more breaches or defaults by Rogers, Inc. under the lease shall not be construed as a waiver of such provisions and conditions and shall not prevent the City from invoking such remedies in the event of any future breach or default.

11. **Succession.** This lease agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

12. **Severability.** Each paragraph of this lease agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.

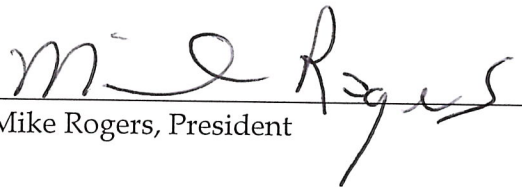
13. **Interpretation.** This lease agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

14. **Entire Agreement.** This lease agreement contains the entire agreement of both parties hereto, and no other oral or written agreement shall be binding on the parties hereto. This lease agreement supersedes all prior agreements, contracts and understandings of any kind between the parties relating to the subject matter hereof. This agreement may be executed in all or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

CITY OF FAYETTEVILLE:

ROGERS, INC.

By: _____
LIONELD JORDAN, Mayor

By:  _____
Mike Rogers, President

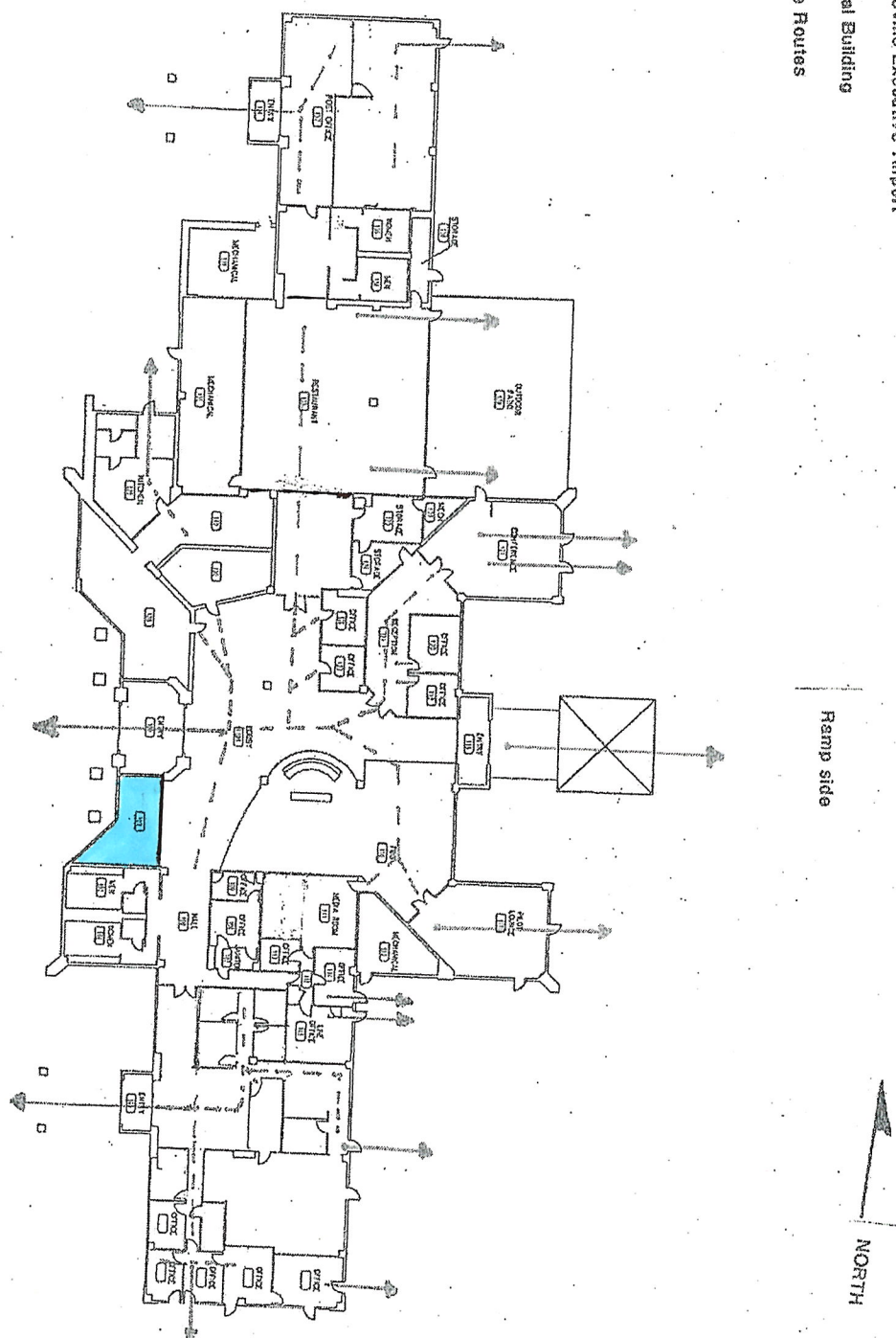
ATTEST:

By: _____
SONDRA SMITH, City Clerk

Fayetteville Executive Airport

Terminal Building

Escape Routes



Primary escape route follow Blue line
Alternate escape route follow Red line

Evacuation Plan diagram for Terminal Building

FAA APPROVED

JUN 16 2015

WM



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0190

Agenda Date: 6/7/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 9

550 WEST SKELTON STREET:

A RESOLUTION CERTIFYING TO THE TAX COLLECTOR OF WASHINGTON COUNTY, ARKANSAS THE COSTS OF ABATING UNSIGHTLY AND UNSANITARY CONDITIONS AND THE RAZING AND REMOVAL OF A DILAPIDATED AND UNSAFE STRUCTURE UPON THE PROPERTY OWNED BY U.S. BANK NATIONAL ASSOCIATION AT 550 WEST SKELTON STREET IN THE CITY OF FAYETTEVILLE, ARKANSAS

WHEREAS, pursuant to the provisions of §§ 95.03 and 173.09 of the Code of Fayetteville, as authorized by Arkansas Code § 14-56-203, the City Council of the City of Fayetteville directed the owners of the property located at 550 West Skelton Street (Washington County Parcel No. 765-10802-000) to raze and remove forthwith, the dilapidated, unsightly, and unsafe structure located on the aforementioned real property; and

WHEREAS, pursuant to the provisions of §§ 95.01-95.03, Code of Fayetteville, as authorized by A.C.A. §14-54-901 et seq., the City of Fayetteville directed the owner of the property located at 550 West Skelton Street (Washington County Parcel No. 765-10802-000) to correct unsightly or unsanitary conditions on the property; and

WHEREAS, U.S. Bank National Association, record owner of the property, failed to raze and remove the dilapidated, unsightly, and unsafe structure or the unsightly and unsanitary conditions on their property; and

WHEREAS, the City of Fayetteville, in accordance with the above-cited ordinances and statutes, entered upon the property and razed and removed the dilapidated, unsightly, and unsafe structure and abated the unsightly and unsanitary conditions on the property; and

WHEREAS, the City Council of the City of Fayetteville, Arkansas is required to determine the appropriate amount of the lien, and certify this amount to the Tax Collector of Washington County, Arkansas to be placed upon the tax books as delinquent taxes,

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

Section 1: That, by the authority granted pursuant to Arkansas Code §§ 14-56-203 & 14-54-901 *et seq.*, and in accordance with the provisions of §§ 93.01-93.03 and 173.09 of the Fayetteville City Code, the City Council of the City of Fayetteville, Arkansas hereby determines the appropriate amount of the lien

against the property located at 550 West Skelton Street (Washington County Parcel No. 765-10802-000) to be \$14,500.00.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby certifies this amount to the Tax Collector of Washington County, Arkansas so that this amount, plus ten percent (10%) penalty for collection, be placed on the tax books as delinquent taxes against the property located at 550 West Skelton Street (Washington County Parcel No. 765-10802-000).

City of Fayetteville Staff Review Form

2016-0190

Legistar File ID

6/7/2016

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

Yolanda Fields

5/18/2016

Community Resources /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of imposing a lien against 550 W. Skelton for the amount of \$14,500 for costs incurred in Large-Scale Clean-Up & Raze and Removal project

Budget Impact:

1010.6420.5315.04

General - Code

Account Number

Fund

50033.1602

550 W. Skelton

Project Number

Project Title

Budgeted Item? No

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 # 47-16

Original Contract Number:

Approval Date:

Comments:

MEETING OF JUNE 7TH, 2016

TO: Mayor and City Council
THRU: Jeremy Pate, Development Services Department Director
FROM: Yolanda Fields, Community Resources Director
DATE: May 18th, 2016

SUBJECT: A Resolution certifying to the Tax Collector of Washington County the costs of the Large Scale Clean-Up & Raze and Removal of Structures at 550 W. Skelton (WC Parcel #765-10802-000)

RECOMMENDATION:

Staff recommends approval of the Resolution certifying to the Tax Collector of Washington County the costs of the Large Scale Clean-Up & Raze and Removal of Structures at 550 W. Skelton (WC Parcel #765-10802-000) by imposing a lien against real property for the amount of \$14,500.00.

BACKGROUND:

On February 16th, 2016, the City Council of the City of Fayetteville passed resolution No. 47-16. The resolution ordered the Large Scale Clean-up & Raze and Removal of the structures located at 550 W Skelton St. The owner of record failed to bring the property into compliance in the allotted 30 day time period. On March 21st, 2016 the Large Scale Clean-up & Raze and Removal started and was completed on March 31st, 2016. On April 11th, 2016, the property owners were notified of the Public Hearing to consider this resolution.

DISCUSSION:

The project totaled the following statistics:

- **1.40 acres – parcel**
- **7 days – time line**
- **156,000 lbs. – junk & debris + the structure**
- **111,500 lbs. - pounds of junk & debris per acre**
- **22,250 lbs. – haul off of junk & debris per day**

All materials were disposed of in a responsible manner utilizing all waste diversion methods to minimize the impact of the clean-up.

BUDGET/STAFF IMPACT:

If passed, a lien will be place on the parcel for the incurred costs in the amount of \$14,500.00. Once paid, the monies will return to the General Fund.

Attachments:

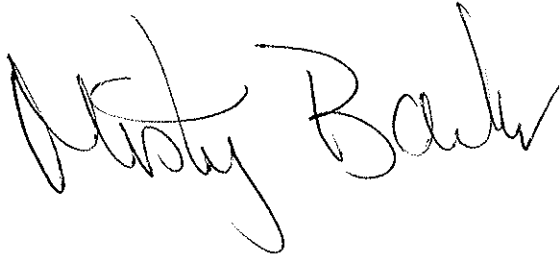
Attachments include the Lien filing, notifications, property records, invoice, the previous resolution, and photos.

M&M Excavating LLC
377 Sulphur City Rd
Fayetteville, AR 72701

4/14/16.	Demo of house and clean-up of lot. On 550 Skelton	\$14,500.00
----------	--	-------------

Total Due:	\$14,500.00
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Thanks for your business!

DATE	INVOICE NO.	DESCRIPTION	AMOUNT
4/19/2016	0000088120	Raze & Removal 550 W Skelton	14,500.00
 4.29.16			
CHECK AMOUNT			\$14,500.00

WARNING - THIS CHECK IS PROTECTED BY SPECIAL SECURITY GUARD PROGRAM™ FEATURES



CITY of FAYETTEVILLE
FAYETTEVILLE, ARKANSAS
GENERAL FUND

CHECK NO. 431251

ARVEST
Fayetteville, Arkansas
81-87/829

DATE

4/25/2016

VOID IF NOT
CASHED IN
60 DAYS

FOURTEEN THOUSAND, FIVE HUNDRED DOLLARS AND NO CENTS

AMOUNT

\$14,500.00

PAY TO THE ORDER OF

☐ M&M Excavating LLC
377 Sulphur City Rd
Fayetteville AR 72701



Finell Jordan
Mayor

Paul A. Becker
Finance Director

THIS CHECK CONTAINS MULTIPLE SECURITY FEATURES - SEE BACK FOR DETAILS

⑈ 431251 ⑈ ⑆082900872⑆ 4841984406⑈



April 18th, 2016

US Bank National Association
350 Highland Drive
Lewisville, TX 75067

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

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Certified Mail Fee \$
Extra Services & Fees (check box, add fees as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage \$
Total Postage and Fees \$

Sent To
Street and Apt. No., or PO Box No.
City, State, ZIP+4[®]

4.18.16
Postmark Here

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

RE: Enforcement of Fayetteville Code 173.09, and 95.03
Arkansas Code Ann. § 14-56-203, § 14-54-901

NOTICE TO PROPERTY OWNERS

Please disregard the previous notice regarding the Fayetteville City Council Public Hearing of **May 3rd, 2016**. The Public Hearing regarding this matter has been rescheduled as below:

Pursuant to A.C.A § 14-56-203, § 14-54-901, et seq. and § 173.09 and §95.03 of the Fayetteville Code, you are placed upon Notice that the Fayetteville City Council will conduct a Public Hearing to consider a Resolution certifying to the Tax Collector of Washington County the costs of the Large Scale Clean-up & Raze and Removal of the Structures of the property located at **550 W Skelton St. (Parcel #765-10802-000)**. The amount of the Lien is \$14,500.

You are free to appear at this hearing to present any evidence or statements. If you need additional information concerning this process or if you have information that we are not aware of, please call the Code Compliance Office at (479) 575-8260.

The hearing will be part of a regular City Council meeting on **June 7th, 2016** beginning at 5:30pm at the City Administration Building, 113 W. Mountain St., Fayetteville, AR 72701. The City Council Meetings are advertised in local newspapers and will contain an item concerning this hearing. You may also call the Fayetteville City Clerk's Office (479-575-8323) for information confirming the date of the public hearing.

Sincerely,

David Carver
Code Compliance Administrator

Cc: file



April 11th, 2016

US Bank National Association
350 Highland Drive
Lewisville, TX 75067

7015 0640 5000 6100 0637

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE	
Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	\$
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$
Postage	\$
Total Postage and Fees	\$
Sent To	
Street and Apt. No., or P.O. Box No.	
City, State, ZIP+4®	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

4.11.16
Postmark Here
12

RE: Enforcement of Fayetteville Code 173.09, and 95.03
Arkansas Code Ann. § 14-56-203, § 14-54-901

NOTICE TO PROPERTY OWNERS

Pursuant to A.C.A § 14-56-203, § 14-54-901, et seq. and § 173.09 and §95.03 of the Fayetteville Code, you are placed upon Notice that the Fayetteville City Council will conduct a Public Hearing to consider a Resolution certifying to the Tax Collector of Washington County the costs of the Large Scale Clean-up & Raze and Removal of the Structures of the property located at **550 W Skelton St. (Parcel #765-10802-000)**. The amount of the Lien is \$14,500.

You are free to appear at this hearing to present any evidence or statements. If you need additional information concerning this process or if you have information that we are not aware of, please call the Code Compliance Office at (479) 575-0860.

The hearing will be part of a regular City Council meeting on **May 3rd, 2016** beginning at 5:30pm at the City Administration Building, 113 W. Mountain St., Fayetteville, AR 72701. The City Council Meetings are advertised in local newspapers and will contain an item concerning this hearing. You may also call the Fayetteville City Clerk's Office (479-575-8323) for information confirming the date of the public hearing.

Sincerely,

David Carver
Code Compliance Administrator

Cc: file

user name or email		Log in	Register
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Forgot your password?

Washington County, Arkansas

Public Records

actDataScout

Real Property	Personal Property	Commercial Personal	Collector Tax Roll	Information		Pro Search
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Return to Results Page

New Search

1 of 1

Options:

Print Friendly
Quick Print
Pro Map Viewer
Tax Detail
Ledger
Prev. Ledger
Latest Deed

Washington County
Assessor's Office

Last Update: 5/3/2016

Russell Hill
Assessor, Washington County

Welcome to the Washington County Assessor's Office real property records online. Please use the Search feature to find your property of interest. If you have questions or comments, please call our office.

 479-444-1500 (Real Prop.)
479-444-1520 (Pers. Prop.)

Email Us

Millage Rates

Need Help

Print	Quick Print	Ledger	Prev. Ledger	Map It	Tax Detail	Latest Deed
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Parcel: 765-10802-000

Prev. Parcel: 144024-000-00

As of 5/3/2016

ID: 45653

Washington County Report

Property Owner

Name: US BANK NATIONAL ASSOC C/O WELLS FARGO BANK NA

Mailing Address: 3476 STATEVIEW BLVD
FORT MILL, SC 29715

Type: (RI) - Res. Improv.

Tax Dist: (011) - FAYETTEVILLE SCH, FAY

Millage Rate: 54.75

Legal: E 1/2 LOT 23 LOTS 24-26 PT LOT 27 BLOCK 1

Property Information

Physical Address: 550 W SKELTON ST

Subdivision: SKELTONS S/D

Block / Lot: 001 / 024

S-T-R: 28-16-30

Size (in Acres): 0.000

Market and Assessed Values:

	Estimated Market Value	Full Assessed (20% Market Value)	Taxable Value
Land	\$46,600	\$9,300	\$9,300
Building	\$30,150	\$6,030	\$6,030
Total	\$76,650	\$15,330	\$15,330

Homestead Credit: 0.00 Note: Tax amounts are estimates only. Contact the county/parish tax collector for exact amounts.

Land:

Land Use	Size	Units
	1.000	House Lot
	0.400	Acres

Deed Transfers:

Document Images brought to you by your County Circuit Clerk, Kyle Sylvester

Date	View Deed	Book	Page	Deed Type	Stamps	Est. Sale	Grantee	Code	Type
7/6/2014		2014	17388	MtgDeed			US BANK NATIONAL ASSOC		
7/31/2001		2001	90862	Quit Claim	0.00	\$0	WRIGHT, JOHNNIE A & DEBRA L.		
1/23/1977		926	729	Warr. Deed	8.80	\$8,000	WRIGHT, JOHNNIE A	Unval.	

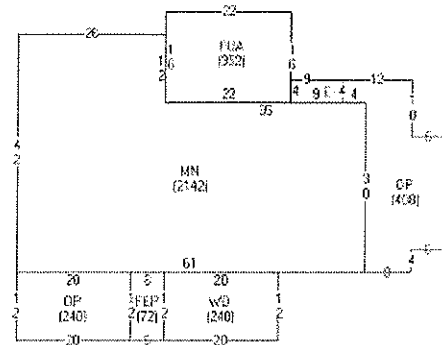
Details for Residential Card 1

Occupancy	Story	Finish	1st Liv Area	Other Liv Area	Total Liv Area	Grade	Year Built	Age	Condition	Beds
Single Family	ONE	Frame Siding Std.	2142	0	2142	4-10	1970	45	Average	N/A
Exterior Wall:	FS					Plumbing:	Full: 2			
Foundation:	Closed Piers					Fireplace:	N/A			
Floor Struct:	Wood with subfloor					Heat/Cool:	Central			
Floor Cover:	Carpet & Tile					Basement:	N/A			

Insulation: Ceilings Walls
 Roof Cover: Asphalt Shingle
 Roof Type: Gable

Basement Area: N/A
 Year Remodeled: N/A
 Style: N/A

DataScout, LLC



Base Structure:

Item	Label	Description	Area
A	MN	Main Living Area	2142
B	FUA	Garage - frame unfinished, att	352
C	OP	Porch, open	240
D	WD	Wood deck	240
E	FEP	Frame enclosed porch	36
F	OP	Porch, open	408
G	FEP	Frame enclosed porch	72

Outbuildings and Yard Improvements:

Item	Type	Size/Dim	Unit Multi.	Quality	Age
Garage - frame unfinished, detach		14x28	1		26
Pole Shed		8x24	1		
Outbuilding, frame		8x12			

Map:



Type: REAL ESTATE
Kind: DEED
Recorded: 7/11/2014 12:55:29 PM
Fee Amt: \$60.00 Page 1 of 10
Washington County, AR
Kyle Sylvester Circuit Clerk

This Instrument Prepared By:
WILSON & ASSOCIATES, P.L.L.C.
1521 Merrill Drive, Suite D-220
Little Rock, Arkansas 72211
(501) 219-9388

File# 2014-00017388

RECORDING LEGEND

PLEASE RECORD IN THE
APPROPRIATE REAL ESTATE RECORDS

GRANTOR(s)

Johnnie A. Wright and Debra L. Wright

GRANTEE(s)

U.S. Bank, National Association, as Trustee for the
CertificateCertificateholders of the Banc of America
Funding Corporation, 2008-FT1 Trust, Mortgage
Pass-Through Certificates, Series 2008-FT1

MORTGAGEE'S DEED

WHEREAS, on October 4, 2002, Johnnie A. Wright and Debra L. Wright executed and delivered to Bank of America, N.A. a mortgage, recorded October 15, 2002, as Instrument No. 2002153698 in the real estate records of Washington County, Arkansas, whereby, for the purpose of securing the payment of certain indebtedness set out in said mortgage, they did grant, sell, and convey to the said mortgagee the following-described property, situated, lying, and being in the County of Washington, State of Arkansas:

The East Half of Lot 23, all of Lots 24, 25, 26 and part of Lot Number 27, thence North 210 feet, thence West 175 feet, thence South 210 feet, thence East 175 feet, to the point of beginning, all in J.W. Skelton's Subdivision of the Southeast Quarter of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter of Section twenty-eight (28) in Township sixteen (16) North of Range thirty (30) West, as per Plat on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Commonly known as: 550 West Skelton Street, Fayetteville, Arkansas 72701

AND, WHEREAS, default has been made in the payment of said indebtedness and U.S. Bank, National Association, as Trustee for the Certificateholders of the Banc of America Funding Corporation, 2008-FT1 Trust, Mortgage Pass-Through Certificates, Series 2008-FT1, has since said default elected to sell said property in accordance with the provisions of Ark. Code Ann. §18-50-101, *et seq.*, as amended (the "Act") for the purpose of paying said indebtedness;

AND, WHEREAS, Wilson & Associates, P.L.L.C. was appointed by U.S. Bank, National Association, as Trustee for the CertificateCertificateholders of the Banc of America Funding Corporation, 2008-FT1 Trust, Mortgage Pass-Through Certificates, Series 2008-FT1, pursuant to Act 983 of 1999 as its attorney-in-fact to sell said property pursuant to the Act;

AND, WHEREAS, notice of the time, place, and terms of such sale, as prescribed by the terms of the Act, was given by mailing of the requisite Mortgagee's Notice of Default and Intention to Sell within thirty (30) days of the recording of said Notice, said Notice being published in a local newspaper of general circulation in Washington County four (4) times for four consecutive weeks, with the last publication being no more than ten (10) days prior to the sale, and by posting notice of such sale, pursuant to Act 983 of 1999, by a third-party posting provider, at the place in the courthouse for Washington County, Arkansas where notices of judicial sales are customarily posted; see also the Affidavit of Mailing and Compliance with Statutory Notice Requirements filed in this matter and incorporated herein by reference;

AND, WHEREAS, pursuant to Act 885 of 2011, the undersigned received certification that Johnnie A. Wright and Debra L. Wright had not applied or was ineligible for loan modification or forbearance assistance, and that notice of such ineligibility was sent in compliance with Act 885 of 2011

AND, WHEREAS, pursuant to the provisions of said Act, U.S. Bank, National Association, as Trustee for the Certificateholders of the Banc of America Funding Corporation, 2008-FT1 Trust, Mortgage Pass-Through Certificates, Series 2008-FT1, by its attorney-in-fact, Wilson & Associates, P.L.L.C., proceeded to sell said property at public auction, at the Washington County Courthouse, on or about June 30, 2014 at 10:00 A.M.;

AND, WHEREAS, at the time and place aforesaid, such sale was conducted pursuant to Act 983 of 1999 by a third-party auctioneer and said property was sold to U.S. Bank, National Association, as Trustee for the Certificateholders of the Banc of America Funding Corporation, 2008-FT1 Trust, Mortgage Pass-Through Certificates, Series 2008-FT1 for the price and sum of \$52,223.45, it being the best and highest bid.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that U.S. Bank, National Association, as Trustee for the Certificateholders of the Banc of America Funding Corporation, 2008-FT1 Trust, Mortgage Pass-Through Certificates, Series 2008-FT1, by its attorney-in-fact, Wilson & Associates, P.L.L.C., by virtue of the powers granted by the Act, and in consideration of the foregoing premises and of the sum of \$52,223.45, paid by the said U.S. Bank, National Association, as Trustee for the Certificateholders of the Banc of America Funding Corporation, 2008-FT1 Trust, Mortgage Pass-Through Certificates, Series 2008-FT1, the receipt whereof is hereby acknowledged (which said sum of money has been applied according to the directions of the Act), does GRANT, SELL, AND CONVEY unto the said U.S. Bank, National Association, as Trustee for the Certificateholders of the Banc of America Funding Corporation, 2008-FT1 Trust, Mortgage Pass-Through Certificates, Series 2008-FT1 and its successors and assigns forever the following-described property, situated in the County of Washington, State of Arkansas, to-wit:

The East Half of Lot 23, all of Lots 24, 25, 26 and part of Lot Number 27, thence North 210 feet, thence West 175 feet, thence South 210 feet, thence East 175 feet, to the point of beginning, all in J.W. Skelton's Subdivision of the Southeast Quarter of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter of Section twenty-eight (28) in Township sixteen (16) North of Range thirty (30) West, as per Plat on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

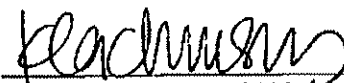
Commonly known as: 550 West Skelton Street, Fayetteville, Arkansas 72701

Tax Parcel No.: 765-10802-000

TO HAVE AND TO HOLD the said property, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said U.S. Bank, National Association, as Trustee for the Certificateholders of the Banc of America Funding Corporation, 2008-FT1 Trust, Mortgage Pass-Through Certificates, Series 2008-FT1, its successors, and assigns forever. And for and on behalf of the said Grantor(s) of said mortgage, and their heirs, executors, administrators, and assigns, the undersigned does hereby bind the said Johnnie A. Wright and Debra L. Wright, their heirs, executors, administrators, and assigns to warrant and forever defend, all and singular, said premises, unto the said U.S. Bank, National Association, as Trustee for the Certificateholders of the Banc of America Funding Corporation, 2008-FT1 Trust, Mortgage Pass-Through Certificates, Series 2008-FT1, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED on this 9th day of JULY, 2014.

U.S. Bank, National Association, as Trustee for the Certificateholders of the Banc of America Funding Corporation, 2008-FT1 Trust, Mortgage Pass-Through Certificates, Series 2008-FT1, by its attorney-in-fact, Wilson & Associates, P.L.L.C.

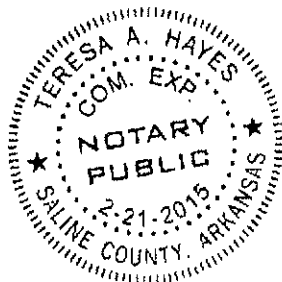
By: 
Kate Lachowsky 2012039
Attorney

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF PULASKI

Before me, the undersigned notary public of the state and county aforesaid, personally appeared Kate Lachowsky, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, acknowledged such person to be an Attorney (or other such officer authorized to execute the instrument) of Wilson & Associates, P.L.L.C., attorney-in-fact for U.S. Bank, National Association, as Trustee for the Certificateholders of the Banc of America Funding Corporation, 2008-FT1 Trust, Mortgage Pass-Through Certificates, Series 2008-FT1, and that such officer executed the foregoing instrument for the purposes therein contained by personally signing his name thereto.

Witness my hand and seal at office in Little Rock, Arkansas this 8th day of July, 2014.

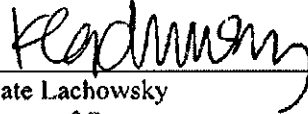



Notary Public

My Commission Expires: 2-21-2015

CERTIFICATE OF COMPLIANCE

I certify under penalty of false swearing that the legally correct amount of documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument.



Kate Lachowsky
Agent of Grantee
1521 Merrill Drive, Suite D-220
Little Rock, AR 72211

Grantee's Address:

Nationstar Mortgage, LLC
350 Highland Drive
Lewisville, TX 75067

Tax Parcel No. 765-10802-000

EXHIBIT "A"

SERVICEMEMBERS CIVIL RELIEF ACT AFFIDAVIT

STATE OF Arkansas

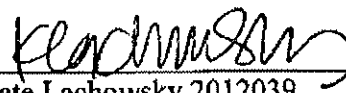
COUNTY OF Pulaski

BEFORE ME, the undersigned authority, on this day personally appeared the undersigned, who states as follows:

1. I am the Attorney with a certain mortgage, dated October 4, 2002, recorded, October 15, 2002, as Instrument No. 2002153698, in the real estate records of Washington County, Arkansas, executed by Johnnie A. Wright and Debra L. Wright in favor of Bank of America, N.A. to secure the payment of a promissory note to Bank of America, N.A..
2. To the best of my knowledge and belief, the mortgagors holding an interest in the above-described property were (1) not members of the Armed Forces of the United States of America and had not been members of any such entities for at least twelve (12) months prior to the date of the foreclosure sale the subject hereof or (2) were members Armed Forces of the United States of America at the time the security instrument was executed, and therefore enforcement of the same is not subject to the provisions of the SCRA. See attached Department of Defense, DMDC status report.
3. As such, foreclosure of this property will not be subject to the provisions of 50 U.S.C. §501, *et seq.* (the Servicemembers Civil Relief Act).

FURTHER AFFIANT SAYETH NOT.

DATED this 9 day of July, 2014.



Kate Lachowsky 2012039
Attorney

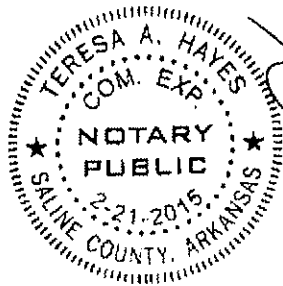
ACKNOWLEDGMENT

STATE OF Arkansas

COUNTY OF Pulaski

Personally appeared before me, a Notary Public of the state and county aforesaid, duly commissioned and qualified, Kate Lachowsky, as Attorney, with whom I am personally acquainted, and who acknowledged that he or she executed the within instrument as Attorney for the purposes therein contained.

Witness my hand and seal at office in Little Rock, Arkansas this 8th day of July, 2014.



Teresa A. Hayes
Notary Public

My Commission Expires: 2-21-2015

DServiceMembersAffidavitAR_lsmith_140630_1503

**Status Report
Pursuant to Servicemembers Civil Relief Act**Last Name: WRIGHTFirst Name: DEBRAMiddle Name: LActive Duty Status As Of: Jul-08-2014

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individual's active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Mary M. Snavelly-Dixon, Director
Department of Defense - Manpower Data Center
4800 Mark Center Drive, Suite 04E25
Arlington, VA 22350

**Status Report
Pursuant to Servicemembers Civil Relief Act**Last Name: WRIGHTFirst Name: JOHNNIEMiddle Name: AActive Duty Status As Of: Jul-08-2014

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individual's active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Mary M. Snavelly-Dixon, Director
Department of Defense - Manpower Data Center
4800 Mark Center Drive, Suite 04E25
Arlington, VA 22350

Certificate of Publication

FORECLOSURES PLACEMENT SERVICES, INC

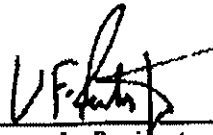
State of Arkansas }
County of Pulaski } ss.

I, WILLIAM F. RECTOR, JR., do solemnly swear that I am the President of Foreclosure Placement Services, Inc, whose business it is to place foreclosure sale notice information in newspapers in compliance with A.C.A. 18-50-105(1). I was President at and during the time Foreclosure Placement Services, Inc was employed to place the publication and posting of such foreclosure sale notice information in the matter of:

Borrower Debra L. Wright, Johnnie A. Wright
Address 550 West Skelton Street , Fayetteville, AR 72701

I hereby certify that the foreclosure sale notice information was published in the Northwest Arkansas Newspapers, a general circulation newspaper , one time a week for four consecutive weeks, the last of which was not more than ten (10) days prior to the sale date.

I hereby certify that the publication of said foreclosure sale notice information strictly complies with Ark. Code Ann. § 18-50-105(1). At the time of said placement, Foreclosure Placement Services, Inc was not affiliated with the Trustee or Mortgagee.



William F. Rector, Jr., President

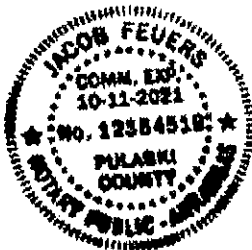
Subscribed and sworn to before me this June, 23 2014



Notary Public

My commission expires the 11th day of October, 2021.

52-243239





ARKANSAS DEPARTMENT OF FINANCE AND ADMINISTRATION
Real Property Transfer Tax Affidavit of Compliance Form

Grantee (Purchaser) Name U.S. Bank, National Association, as Trustee for the Certificateholders			Grantor (Seller) Name Johnnie A. Wright and Debra L. Wright		
Address 350 Highland Drive			Address 103 Cynthia Avenue		
City Lewisville	State TX	Zip Code 75067	City Farmington	State AR	Zip Code 72730

Date of real property transfer (as reflected on the transfer instrument): Jun 30, 2014

Washington County, AR
I certify this instrument was filed on
7/11/2014 12:55:29 PM
and recorded in REAL ESTATE

Name of the county where the property is located: Washington County

File# 2014-00017388
Kyle Sylvester - Circuit Clerk

Amount of the full consideration for the transaction: \$0.00

Please select the appropriate exemption below:

- ☐ A transfer to or from the United States, the State of Arkansas, or any of the instrumentalities, agencies, or political subdivisions of the United States or the State of Arkansas.
- ☐ Any instrument or writing given solely to secure a debt.
- ☐ Any instrument solely for the purpose of correcting or replacing an instrument that has been previously recorded with full payment of the tax having been paid at the time of the previous recordation.
- ☐ An instrument conveying land sold for delinquent taxes.
- ☐ An instrument conveying leasehold interest in land only.
- ☐ An instrument, including a timber deed, that conveys or grants the right to remove timber from land if the instrument grants or conveys the right to remove timber for a period of not to exceed twenty-four (24) months.
- ☐ An instrument given by one (1) party in a divorce action to other party to the divorce action as a division of marital property whether by agreement or order of the court.
- ☐ An instrument given in any judicial proceeding to enforce any security interest in real estate when the instrument transfers the property to the same person who is seeking to enforce the security interest.
- ☒ An instrument given to a secured party in lieu of or to avoid a judicial proceeding to enforce a security interest in real estate.
An instrument conveying a home financed by the Federal Housing Administration, the United States Department of Veterans Affairs, or the United States Department of Agriculture Rural Development, if the sale price of the home is sixty thousand dollars (\$60,000) or less and the seller files with the county recorder of deeds a sworn statement by the buyer stating that neither the buyer nor the spouse of the buyer has owned a home within three (3) years of the date of closing and also stating the sale price of the home.
- ☐ An instrument conveying land between corporations, partnerships, limited liability companies, or other business entities or between a business entity and its shareholder, partner or member incident to the organization, reorganization, merger, consolidation, capitalization, asset distribution, or liquidation of a corporation, partnership, limited liability company, or other business entity.
- ☐ A beneficiary deed under ACA 18-12-608.
- ☐ Consideration of \$100 or less
- ☒ Other (Explain): Deed from non-judicial foreclosure sale; No consideration exchanged; Credit Bid

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument.

Jera Mossalli

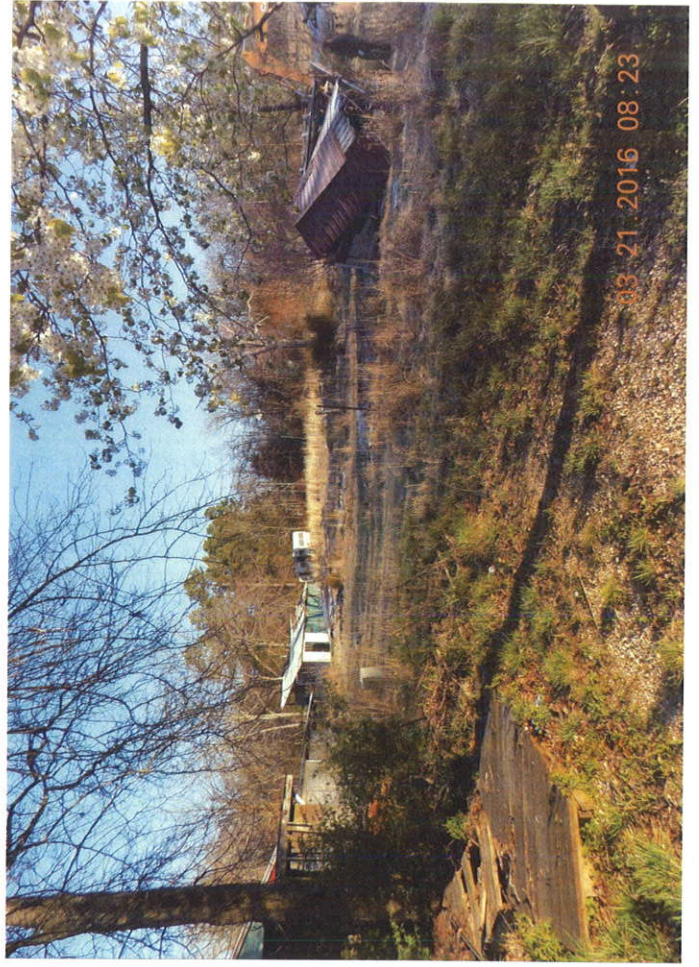
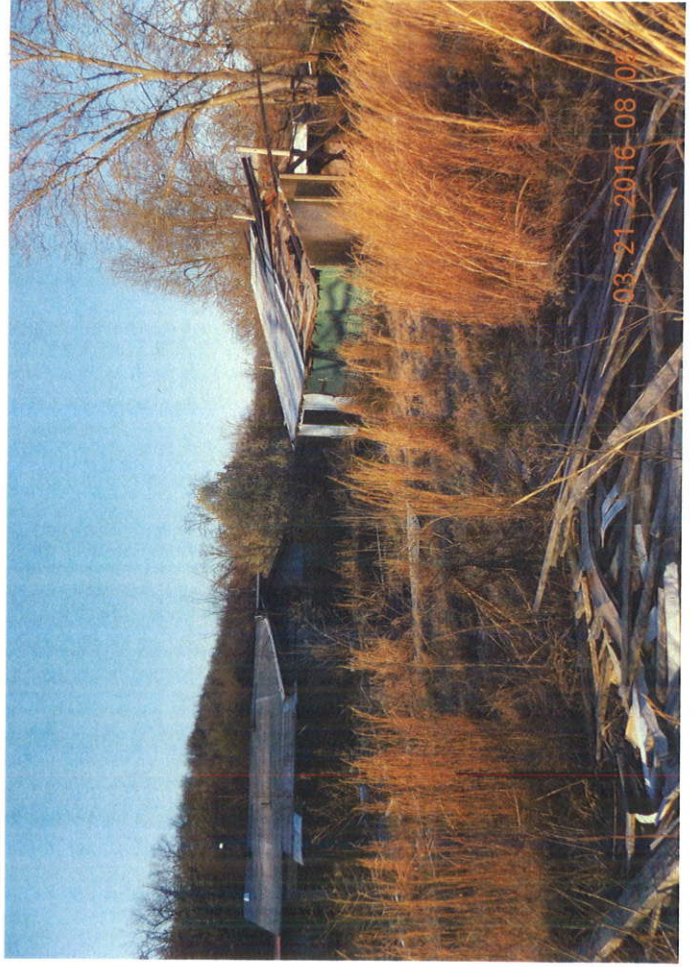
(Print Name)

(Signature of Requestor)

07/03/2014

(Date)

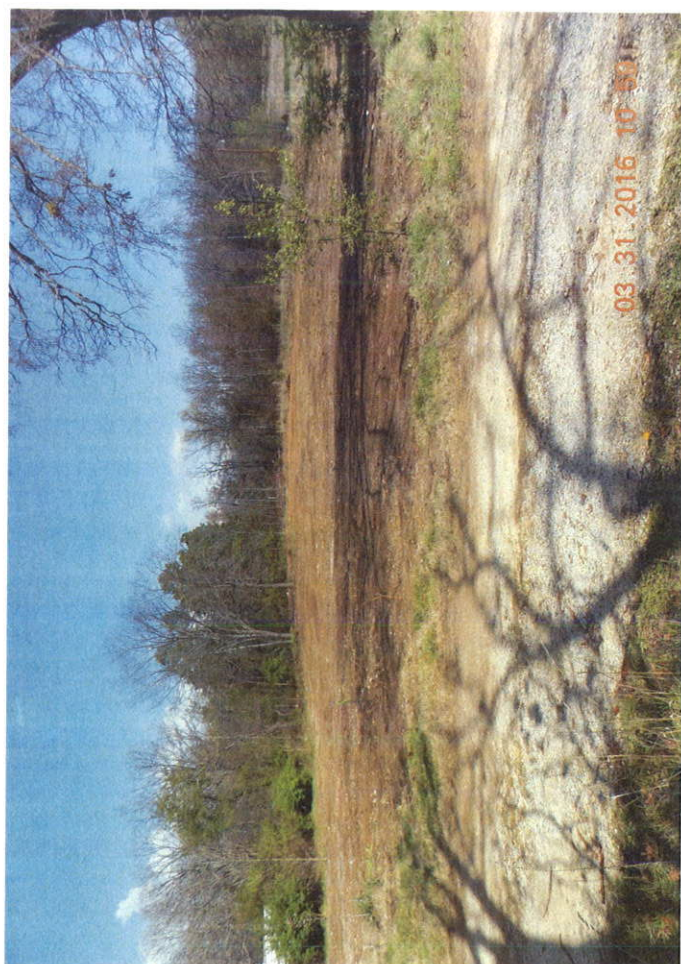
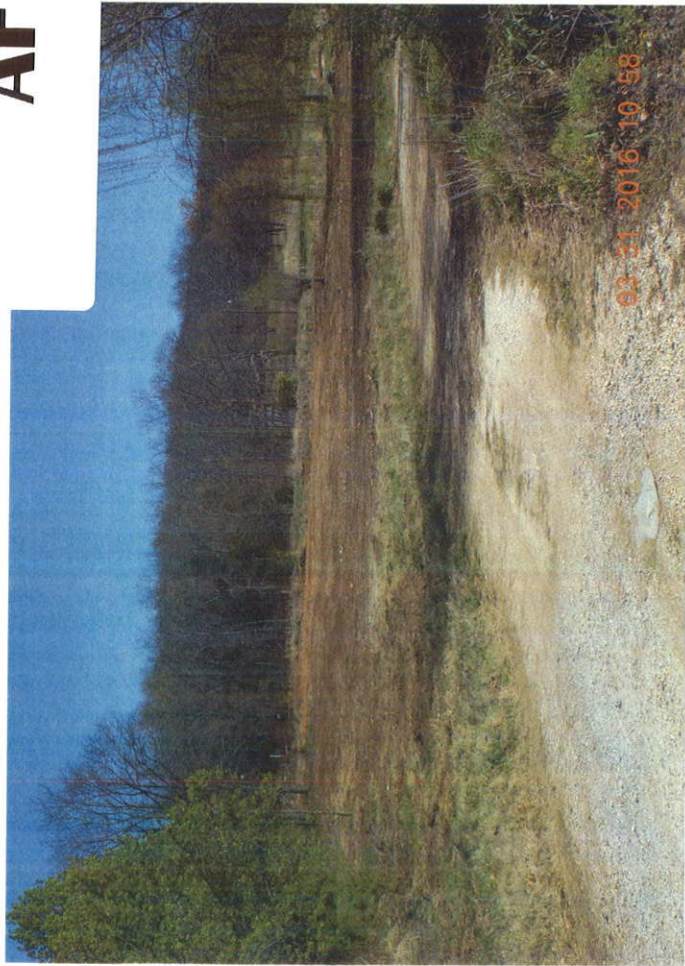
BEFORE



DURING



AFTER





ABATEMENT LIEN

This lien executed this 7th day of June, 2016 by the City of Fayetteville (referred to as the City) for the unsafe conditions of the property located at 550 W Skelton, more particularly described as;

The East Half of Lot 23, all of Lots 24, 25, 26 and part of Lot Number 27, thence North 210 feet, thence West 175 feet, thence South 210 feet, thence East 175 feet, to the point of beginning, all in J.W. Skelton's Subdivision of the Southeast Quarter of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter of Section twenty-eight (28) in Township sixteen (16) North of Range thirty (30) West, as per Plat on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

(referred to as the Property), owned by US Bank National Association, or his/her/their heirs or assigns, (referred to as the Owner).

NOW THEREFORE, in consideration for the raze and removal, and clean up expense:

1. The City directed the Owner(s) of the Property to correct the unsafe conditions on the Property. The Owner(s) failed to correct the conditions resulting in an abatement cost of **Fourteen Thousand Five Hundred Dollars, (\$14,500)**.
2. This lien will be filed with the Ex-Officio Recorder of Washington County, Arkansas.

IN WITNESS THEREOF, THE City has executed this Lien on or as of the date first written.

Lioneld Jordan, Mayor

Date _____

SUBSCRIBED AND SWORN before me, A Notary Public, this _____ day of _____, _____

Notary Public _____

My Commission Expires _____

(SEAL)



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

Resolution: 47-16

File Number: 2016-0059

RAZE AND REMOVAL AND CLEAN-UP AT 550 W. SKELTON STREET:

A RESOLUTION TO ORDER THE RAZING AND REMOVAL OF A DILAPIDATED AND UNSAFE STRUCTURE AND CLEAN-UP OF UNSANITARY AND UNSIGHTLY CONDITIONS ON PROPERTY OWNED BY U.S. BANK NATIONAL ASSOCIATION LOCATED AT 550 W. SKELTON STREET IN THE CITY OF FAYETTEVILLE, ARKANSAS, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, U.S. Bank National Association is the record owner of the real property located at 550 W. Skelton Street, City of Fayetteville, Washington County, Arkansas, legally described as follows:

The East Half of Lot 23, all of Lots 24, 25, 26 and part of Lot Number 27, thence North 210 feet, thence West 175 feet, thence South 210 feet, thence East 175 feet, to the point of beginning, all in J.W. Skelton's Subdivision of the Southeast Quarter of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter of Section Twenty-Eight (28) in Township Sixteen (16) North of Range Thirty (30) West, as per plat on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas; and

WHEREAS, the City Council has determined that the structure located on said property is dilapidated, unsightly, unsafe, and detrimental to the public welfare; and

WHEREAS, the City Council has determined that the said property is unsightly and unsanitary because of the presence of garbage, trash, rubbish, abandoned furniture and appliances, junk and debris which are harmful to the health of the community; and

WHEREAS, U.S. Bank National Association, having been properly served with Violation Notices via Certified Mail, Return Receipt Requested, and given thirty (30) days to correct said violations, has refused to repair, or raze and remove said dilapidated, unsightly, and

unsafe structure or remove the garbage, rubbish and other unsanitary and unsightly articles from the property.

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

Section 1: That, by the authority granted pursuant to A.C.A. §14-56-203, and in accordance with the provisions of Section 173.09 of the Fayetteville Code of Ordinances, U.S. Bank National Association is hereby ordered to raze and remove forthwith, the dilapidated, unsightly, and unsafe structure located on the aforementioned real property. The manner of removing said structure shall be: dismantle by hand or bulldozer, and haul all debris to a landfill.

Section 2: That, if U.S. Bank National Association does not comply with this order, the Mayor is hereby directed to cause the dilapidated, unsightly, and unsafe structure to be razed and removed; and a lien against the real property shall be granted and given the City, pursuant to A.C.A. §14-54-904, for the costs associated therewith.

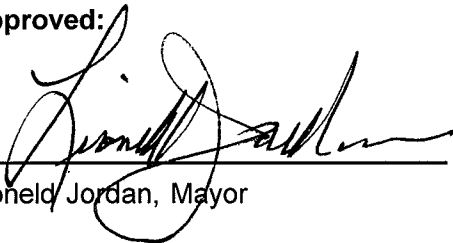
Section 3: That, by the authority granted pursuant to A.C.A. § 14-54-901, and in accordance with the provisions of Section 95.01 of the Fayetteville Code of Ordinances, U.S. Bank National Association is hereby ordered to remove the garbage, trash, rubbish, brush, limbs, furniture, appliances, junk and other unsanitary and unsightly articles from the property.

Section 4: That, if U.S. Bank National Association does not comply with this order, the Mayor is hereby directed to enter upon the property and remove the unsanitary and unsightly articles described above; and a lien against the real property shall be granted and given the City, pursuant to A.C.A. § 14-54-903.

Section 5: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution.

PASSED and APPROVED on 2/16/2016

Approved:


Lionel Jordan, Mayor

Attest:


Sondra E. Smith, City Clerk Treasurer





City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0059

Agenda Date: 2/16/2016

Version: 1

Status: Passed

In Control: City Council Meeting

File Type: Resolution

Agenda Number: C. 1

RAZE AND REMOVAL AND CLEAN-UP AT 550 W. SKELTON STREET:

A RESOLUTION TO ORDER THE RAZING AND REMOVAL OF A DILAPIDATED AND UNSAFE STRUCTURE AND CLEAN-UP OF UNSANITARY AND UNSIGHTLY CONDITIONS ON PROPERTY OWNED BY U.S. BANK NATIONAL ASSOCIATION LOCATED AT 550 W. SKELTON STREET IN THE CITY OF FAYETTEVILLE, ARKANSAS, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, U.S. Bank National Association is the record owner of the real property located at 550 W. Skelton Street, City of Fayetteville, Washington County, Arkansas, legally described as follows:

The East Half of Lot 23, all of Lots 24, 25, 26 and part of Lot Number 27, thence North 210 feet, thence West 175 feet, thence South 210 feet, thence East 175 feet, to the point of beginning, all in J.W. Skelton's Subdivision of the Southeast Quarter of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter of Section Twenty-Eight (28) in Township Sixteen (16) North of Range Thirty (30) West, as per plat on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas; and

WHEREAS, the City Council has determined that the structure located on said property is dilapidated, unsightly, unsafe, and detrimental to the public welfare; and

WHEREAS, the City Council has determined that the said property is unsightly and unsanitary because of the presence of garbage, trash, rubbish, abandoned furniture and appliances, junk and debris which are harmful to the health of the community; and

WHEREAS, U.S. Bank National Association, having been properly served with Violation Notices via Certified Mail, Return Receipt Requested, and given thirty (30) days to correct said violations, has refused to repair, or raze and remove said dilapidated, unsightly, and unsafe structure or remove the garbage, rubbish and other unsanitary and unsightly articles from the property.

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

Section 1: That, by the authority granted pursuant to A.C.A. §14-56-203, and in accordance with the provisions of Section 173.09 of the Fayetteville Code of Ordinances, U.S. Bank National Association is hereby ordered to raze and remove forthwith, the dilapidated, unsightly, and unsafe structure located on the aforementioned real property. The manner of removing said structure shall be: dismantle by hand or

bulldozer, and haul all debris to a landfill.

Section 2: That, if U.S. Bank National Association does not comply with this order, the Mayor is hereby directed to cause the dilapidated, unsightly, and unsafe structure to be razed and removed; and a lien against the real property shall be granted and given the City, pursuant to A.C.A. §14-54-904, for the costs associated therewith.

Section 3: That, by the authority granted pursuant to A.C.A. § 14-54-901, and in accordance with the provisions of Section 95.01 of the Fayetteville Code of Ordinances, U.S. Bank National Association is hereby ordered to remove the garbage, trash, rubbish, brush, limbs, furniture, appliances, junk and other unsanitary and unsightly articles from the property.

Section 4: That, if U.S. Bank National Association does not comply with this order, the Mayor is hereby directed to enter upon the property and remove the unsanitary and unsightly articles described above; and a lien against the real property shall be granted and given the City, pursuant to A.C.A. § 14-54-903.

Section 5: 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

2016-0059

Legistar File ID

2/16/2016

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Yolanda Fields

1/29/2016

Community Resources /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A Resolution ordering the Razing and Removal of a dilapidated and unsafe structure and a Large Scale Clean-Up of the property owned by US Bank National Association located at 550 W. Skelton Street in the City of Fayetteville, Arkansas, and approving a budget adjustment.

Budget Impact:

1010.6420.5315.04	1010 - General
Account Number	Fund
50033.1602	Raze and Removal
Project Number	Project Title
Budgeted Item? No	Current Budget
	Funds Obligated \$ -
	Current Balance \$ -
Does item have a cost? Yes	Item Cost \$ 14,500.00
Budget Adjustment Attached? Yes	Budget Adjustment \$ 14,500.00
	Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments: Staff recommends approval of the Resolution and Budget Adjustment. The \$14,500 would be needed only in the event the property owner does not raze the structure by the time the resolution is in effect.



CITY COUNCIL AGENDA MEMO

MEETING OF FEBRUARY 16, 2016

TO: Mayor and City Council
THRU: Jeremy Pate, Development Services Department Director
FROM: Yolanda Fields, Community Resources Director
DATE: January 29, 2016
SUBJECT: Large Scale Clean-Up & Raze and Removal of Structures at 550 W. Skelton

RECOMMENDATION:

Staff recommends approval of the Resolution ordering the Raze and Removal/Large Scale Clean-up of dilapidated and unsafe structures and junk & debris located at 550 W Skelton St. and to approve a budget adjustment in the amount of \$14,500.00 for the Raze and Removal/Large Scale Clean-Up.

BACKGROUND:

Service Request #154588, Case #21522: Code Compliance responded to a request concerning the structures located at 550 W Skelton St. The structures appeared to be in violation of Subsection 173.09(A), Unsafe Buildings, of the City Code of Ordinances. The Chief Building Official inspected the property and determined that the structures was in violation of Subsection 179.09(A), Unsafe Buildings, of the City Code of Ordinances. Specifically, the Chief Building Official observed: *The main structures has portions that have collapsed and deteriorated due to exposure. There is excessive and dangerous debris in and around the structures. The accessory structures have also collapsed and are derelict.*

On October 19, 2015, an Unsafe Building Notice of Violation was received by the property owner. By ordinance, the property owner was given until November 19, 2015 to acquire a building permit or to Raze and Remove the structures.

Service Request #154587, Case #21523: Code Compliance responded to a request concerning the junk & debris on the property located at 550 W Skelton St. The property was inspected by Code Compliance and found to be in violation of Subsection 95.01, Unsightly or Unsanitary Conditions on Real Property, of the City Code of Ordinances.

On October 19, 2015, the Notice of Violation was received by the property owner. By ordinance, the property owner was given until October 30th, 2015 to bring the property into compliance.

On January 28, 2016, a Notice of Public Hearing was sent to the property owner informing them of the February 16, 2016 Public Hearing.

DISCUSSION:

This parcel contains a single story 2142 square foot single family dwelling, along with 2 accessory structures of undetermined square footage. The parcel also contains large amounts of junk & debris that are a danger to public welfare. Property owners have been unresponsive as to any intentions for abatement. No building permits have been issued for the property.

BUDGET/STAFF IMPACT:

If the property owner does not comply with the Raze and Removal/Large Scale Clean-Up order, all costs will be expensed at the current budget. A Lien will be placed on the property for the incurred costs. The current budget balance is \$2,300.00, but is expected to be expended with another raze and removal project. Therefore, we are requesting a budget adjustment for the entire total of \$14,500.00.

Attachments:

Attachments include the Receipt of Bids and bids received, a Budget Adjustment, and a packet including notifications, property records, and photos.



RECEIPT OF BIDS

OWNER(S): City of Fayetteville – Community Resources Division

ADDRESS: 550 W. Skelton

PROJECT No: Bid#16-21522

PROJECT TITLE: Code Compliance Program

BID CLOSING DAY/DATE/TIME: January 25, 2016 at 4:00 pm

CONTRACTOR: Redline Contractors

BID AMOUNT: \$16,675

CONTRACTOR: Leigh Earthworks LLC

BID AMOUNT: \$47,540

CONTRACTOR: M+M Excavating

BID AMOUNT: \$14,500

CONTRACTOR: _____

BID AMOUNT: _____

CONTRACTOR: _____

BID AMOUNT: _____

Certified by: CMC J

Date: 25 Jan 2016

Witness: [Signature]

Date: 1.25.16



CITY OF FAYETTEVILLE

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

INVITATION TO BID

Bid# 16-21522

**Community Resources Division
Code Compliance Program
(479) 575-8260**

BID#: 16-21522

DATE ISSUED: 1-10-2016

DATE & TIME OF OPENING: Monday, January 25, 2016 4:00pm

CONTACT: David Carver—(479) 444-3451



RAZE & REMOVAL and LARGE SCALE CLEAN-UP PROJECT
BID#16-21522

ADMINISTRATOR: David Carver (email: dcarver@fayetteville-ar.gov)

PHONE # 479.444.3451 or 479.575.8260 **FAX #** 479.444.3445

PROJECT LOCATION: 550 W. Skelton St., Fayetteville, AR 72701

WC Parcel # 765-10802-000

CONTRACTOR'S SCOPE OF WORK

• **RAZE&REMOVAL**

1. Completely tear down the entire dwelling.
2. Haul all contents inside the structure(s), debris from the structure(s), and other debris from the parcel to a legal landfill. All non-load bearing concrete associated with the structure(s) shall be removed from the lot (footings and slabs).
3. Mow and clean up parcel.

• **LARGE SCALE CLEAN-UP**

1. Remove & properly dispose of all garbage, trash, rubbish, brush, limbs, furniture, appliances, junk and/or debris from parcel, including the right-of-way and utility easements.
2. Mow and clean up parcel.

• **CLEANUP & DISPOSAL**

1. Provide proof, such as receipts, that the debris was hauled to a legal landfill.
2. The city encourages the bidder to consider all waste diversion methods for materials collected. Any methods of disposal, excluding a legal landfill, must be deemed acceptable by the city prior to bid submittal.
3. The yard shall be semi-level and mow-able when the demo & clean-up work is completed and before payment will be made.
4. Contractor shall be responsible for capping wells, utilities and/or any other requirements pertaining to the demolition permit.

• **MISCELLANEOUS**

1. A Demolition Permit from the City of Fayetteville must be obtained before work begins. Demolition Permits are obtained through the Building Safety Division, 479-575-8233.
2. Proof of no less than \$250,000 liability insurance shall be provided by the contractor before work begins.
3. State Contractor License is required. A City Business License is required if your business is located in the city limits of Fayetteville.
4. If the situation is resolved by the property owner during the 30 day notice & comment period bids may be considered null & void.



BID PROPOSAL FORM

BID 16-21522

DATE ISSUED: January 10, 2016

ADMINISTRATOR'S NAME: David Carver

PROJECT ADDRESS: 550 W. Skelton St., Fayetteville, AR 72701

DATE OF OPENING: Monday, January 25, 2016 at 4:00pm

My total bid price for the Raze & Removal and Large Scale Clean-Up

Project is: \$ 14,500.00

(Bid will be valid for 120 days from Date of Opening)

Upon signing this Bid, the bidder certifies that they have viewed the property, read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agree to furnish these articles at the prices stated.

Date: 1-25-16

Complete Business Address:

Name of Firm: MIM Excavating LLC Phone # 479-841-9285
Street address or P O Box # _____

City / State / Zip Code 377 Sulphur City Rd. Fay AR 72701

Printed Name: Marcus Barker

Signature: [Signature] Title: Owner
Federal Tax ID # 26-2611207 or Social Security # _____

State Contractor # 23914 City Business License # _____

This page must be returned to the Community Resources Division in a sealed envelope marked with the project number and contractors name on or before the Bid Closing date and time.

* Bid is for scope of work on bid description any extra *
permits or fees will be extra.

Mailing Address:
113 W. Mountain Street
Fayetteville, AR 72701

COMMUNITY RESOURCES
www.fayetteville-ar.gov



BID PROPOSAL FORM

BID 16-21522

DATE ISSUED: January 10, 2016

ADMINISTRATOR'S NAME: David Carver

PROJECT ADDRESS: 550 W. Skelton St., Fayetteville, AR 72701

DATE OF OPENING: Monday, January 25, 2016 at 4:00pm

My total bid price for the Raze & Removal and Large Scale Clean-Up

Project is: \$ 16,675

(Bid will be valid for 120 days from Date of Opening)

Upon signing this Bid, the bidder certifies that they have viewed the property, read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agree to furnish these articles at the prices stated.

Date: 01.25.16

Complete Business Address:

Name of Firm: Redline Contractors Phone # 479-841-3526
Street address or P O Box # P.O. Box 1893

City / State/ Zip Code Lowell, AR 72745

Printed Name: Kyle Sargent

Signature: [Signature] Title: General Manager
Federal Tax ID # 74-3070281 or Social Security # N/A

State Contractor # 133140515 City Business License # N/A

This page must be returned to the Community Resources Division in a sealed envelope marked with the project number and contractors name on or before the Bid Closing date and time.



BID PROPOSAL FORM

BID 16-21522

DATE ISSUED: January 10, 2016

ADMINISTRATOR'S NAME: David Carver

PROJECT ADDRESS: 550 W. Skelton St., Fayetteville, AR 72701

DATE OF OPENING: Monday, January 25, 2016 at 4:00pm

My total bid price for the Raze & Removal and Large Scale Clean-Up

Project is: \$ 47,540.00

(Bid will be valid for 120 days from Date of Opening)

\$47,540.00

Upon signing this Bid, the bidder certifies that they have viewed the property, read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agree to furnish these articles at the prices stated.

Date: 1-25-16

Complete Business Address:

Name of Firm: Leigh Earthworks L.L.C. Phone # 479-841-6341
Street address or P O Box # 16726 Sunset Rd

City / State / Zip Code Winslow, AR 72959

Printed Name: William Henson

Signature: William Henson Title: Owner
Federal Tax ID # 80-0610828 or Social Security # _____

State Contractor # 0213470516 City Business License # _____

This page must be returned to the Community Resources Division in a sealed envelope marked with the project number and contractors name on or before the Bid Closing date and time.

LEIGH EARTHWORKS L.L.C.

16726 Sunset Rd. Winslow, AR 72959

Office: (479) 841-7657 Fax: (479) 634-7212

PROPOSAL

Date: January 25, 2016

Company: City of Fayetteville

Project: Demo of 550 W. Skelton St

Attention: David Carver

Location: Fayetteville, AR

Address: Fayetteville, AR

We propose to furnish all material, equipment, and labor necessary to perform and complete the following:

DESCRIPTION:	QUANTITY:	Unit:	Unit Cost:	COST:
Dumpsters	30	ea	@ \$ 750.00	\$22,500.00
Labor	72	hrs	@ \$ 15.00	\$1,080.00
Trackhoe	40	hrs	@ \$ 130.00	\$5,200.00
Skidster	32	hrs	@ \$ 85.00	\$2,720.00
Bulldozer	8	hrs	@ \$ 130.00	\$1,040.00
Abestos Removal	1	ls	@ \$ 10,000.00	\$10,000.00
Paint Removal	1	ls	@ \$ 4,000.00	\$4,000.00
Mobilization	1	ls	@ \$ 1,000.00	\$1,000.00
				\$0.00
If no abestos is found only the cost of testing will apply to the proposal.				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

We propose to furnish all material, equipment, and labor, complete in accordance with the above specifications, for the sum of:

Dollars \$47,540.00 Page 1 Total

\$47,540.00 Proposal Total

Payments to be made as follows:

Monthly Progress Payments for Percentage of Work Complete.

Contractors Signature:

William Henson

Acceptance of proposal - The above pricing, specifications, and conditions are satisfactory and are hereby accepted. Leigh Earthworks L.L.C. is authorized to perform the work as specified. Payments to be made as outlined above.

* Above Pricing is guaranteed for 30 Days from date of this document, If Proposal remains unsigned after 30 calendar days from date specified, pricing is subject to change.

Owner / Agent Signature: *William Henson*

Date Approved: 1-24-16



January 27, 2016

US Bank National Association
350 Highland Drive
Lewisville, TX 75067

RE: Enforcement of Fayetteville Code 173.09
Arkansas Code Ann. 14-56-203

NOTICE TO PROPERTY OWNERS

Pursuant to A.C.A 14-56-203 as 173.09 of the Fayetteville Code, you are placed upon Notice that the Fayetteville City Council will conduct a public hearing to determine if the dwelling located at **550 W Skelton St. (Parcel #765-10802-000)**, should be Razed and Removed.

You are free to appear at this hearing to present any evidence or statements. If you need additional information concerning this process or if you have information that we are not aware of, please call the Code Compliance Office at (479) 575-0860.

The hearing will be part of a regular City Council meeting on **February 16, 2016** beginning at 5:30pm at the City Administration Building, 113 W. Mountain St., Fayetteville, AR 72701. The City Council Meetings are advertised in local newspapers and will contain an item concerning this hearing. You may also call the Fayetteville City Clerk's Office (479-575-8323) for information confirming the date of the public hearing.

Sincerely,

David Carver
Code Compliance Administrator

Cc: file

U.S. Postal Service TM	
CERTIFIED MAIL [®] RECEIPT	
Domestic Mail Only	
For delivery information, visit our website at www.usps.com [®] .	
OFFICIAL USE	
Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	\$
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$
Postage	\$
Total Postage and Fees	\$
Sent To	
Street and Apt. No., or PO Box No.	
City, State, ZIP+4 [®]	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

7015 0640 0005 0019 0181

1-27-16

Postmark Here

21522

City of Fayetteville
113 West Mountain Street
Fayetteville, Arkansas 72701



Office of Code Compliance
Phone 479-575-8260
Fax 479-444-3445

VIOLATION NOTICE

October 07, 2015

Owner US BANK NATIONAL ASSOCIATION
350 HIGHLAND DRIVE

LEWISVILLE, TX 75067

RE: Property @ 550 W SKELTON ST, Fayetteville, AR

WC Parcel # 765-10802-000

Case # 21522

Dear Property Owner:

It appears that your property contains a violation of the Fayetteville Unified Development Ordinance. It is our goal to notify and assist property owners to correct violations of city ordinances before taking actual enforcement actions. If you need clarification of this notice or advice on how to correct the problem, please call our office at (479)444-3451.

Suspected Violation That Needs Correction:

§173.09 Unsafe Buildings. No persons, partnership, corporation or association, hereinafter referred to as "owner", shall keep or maintain any house or building within the corporate limits of the City which has become dilapidated, unsafe, unsanitary, or detrimental to the public welfare.

How This Violation Can Be Voluntarily Corrected:

By making repairs as needed or razing the structure and remove all debris from the lot. A building permit may be required, based on review of the Building Safety Director.

Potential Penalties:

If this violation is not corrected within thirty (30) days from the service of this notice, you can be issued a Criminal Citation for the above violation and be summoned to appear in court. Our office can also suggest the structure be razed and removed. The costs shall be charged to the owner(s) of the property and the city shall have a lien against such property for such costs. If you disagree with our conclusion that your property contains a violation of our ordinances, you have the right to appeal to the appropriate City Board, Commission or City Council. Please see Chapter 155 of the Unified Development Code.

If the residence is owner occupied and meets certain income requirements, you may qualify for federal assistance under our Community Development Block Grant. For more information on this program, please call (479) 575-8270 or 575-8240.

Sincerely,

DAVID CARVER
Code Compliance Officer

Cc: file



VIOLATION NOTICE

October 07, 2015

Owner US BANK NATIONAL ASSOCIATION
350 HIGHLAND DRIVE

LEWISVILLE, TX 75067

RE: Property @ 550 W SKELTON ST, Fayetteville, AR

WC Parcel # 765-10802-000

Case # 21523

Dear Property Owner:

It appears that your property contains a violation of the Fayetteville Unified Development Ordinance. It is our goal to notify and assist property owners to correct violations of city codes before taking actual enforcement actions. **If you need clarification of this notice or advice on how to correct the problem, please call our office at (479)444-3451.**

Suspected Violation That Needs Correction:

§95.01 Unsightly or Unsanitary Conditions on Real Property; order and notice to correct

How This Violation Can Be Voluntarily Corrected

Remove the garbage, trash, rubbish, brush, limbs, furniture, appliances, junk and/or debris from your property, including the right-of-way and utility easements.

Penalties:

If this violation is not corrected within ten (10) days from the service of this notice, our office is authorized to enter upon the property and do whatever is necessary to correct or remove the conditions described above. The costs of correcting said conditions shall be charged to the owner(s) of the property and the city shall have a lien against such property for such costs. You can also be issued a Criminal Citation for the above violation and be summoned to appear in court. If you disagree with our conclusion that your property contains a violation of the city code listed above, please contact our office.

Multiple offenses of this specific code violation may result in your property being declared a Public Nuisance.

If the residence is owner occupied and meets certain income requirements, you may qualify for federal assistance under our Community Development Block Grant. For more information on this program, please call (479) 575-8270 or 575-8240.

Sincerely,

DAVID CARVER

Code Compliance Officer

Cc: file

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee
\$
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

10.7.11
Postmark
Here
2/522
2/523

Postage
\$
Total Postage and Fees
\$

Sent To
Street and Apt. No., or PO Box No.
City, State, ZIP+4®

7015 0640 0006 9397 5039

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name) Larry Harry Date 14 OCT 2015

Address different from item 1? ☐
or delivery address below: ☐

RECEIVED

OCT 19 2015

CR DIVISION



US BANK NATIONAL ASSOCIATION
350 HIGHLAND DRIVE
LEWISVILLE, TX 75067



9590 9401 0044 5071 8086 40

2 Article Number (Transfer from carrier label)

7015 0640 0006 9397 5039

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Mail Restricted Delivery (over \$500)

- ☐ Priority Mail®
- ☐ Registered Mail®
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, April 2015 PSN 7530-02-000-9053

DC 21522/21523

Domestic Return



Fayetteville
ARKANSAS

Address / Location: 550 Skelton

WC Parcel # 765-10802-000



[Signature]

Building Official

Observations: THE MAIN STRUCTURE HAS PORTIONS THAT HAVE COLLAPSED AND DETERIORATED DUE TO EXPOSURE.
THERE IS EXCESSIVE AND DANGEROUS DEBRIS IN AN AROUND THE STRUCTURES THE ACCESSORY STRUCTURES HAVE ALSO COLLAPSED AND ARE DERELICT. UN 8-14-15

I have determined that the structure above is not in violation of Subsection 173.09 (A) of the Fayetteville Code Of Ordinances.

Building Official



I recommend pursuing a Property Nuisance, City Code 173.09 (B)

(Checking this box requires the completion of CC Form 603)

PLEASE RETURN THIS FORM TO CODE COMPLIANCE

Date Sent: 8/13/2015

SR# 152768

Date Received: 8/14/15

Case# 21340

Community Resources Division Director

user name or email

Log in

Register

Forgot your password?

Washington County, Arkansas

Public Records

actDataScout

Real Property	Personal Property	Commercial Personal	Collector Tax Roll	Information		Pro Search
---------------	-------------------	---------------------	--------------------	-------------	--	------------

Return to Results Page

New Search

1 of 1

Options:

Print Friendly
Quick Print
Pro Map Viewer
Tax Detail
Ledger
Prev. Ledger
Latest Deed

Washington County
Assessor's Office

Last Update: 1/26/2016

Russell Hill
Assessor, Washington County

Welcome to the Washington County Assessor's Office real property records online. Please use the Search feature to find your property of interest. If you have questions or comments, please call our office.

 479-444-1500 (Real Prop.)
479-444-1520 (Pers. Prop.)

Email Us

Millage Rates

Need Help

[Print](#) [Quick Print](#) [Ledger](#) [Prev. Ledger](#) [Map It](#) [Tax Detail](#) [Latest Deed](#)

 Parcel: 765-10802-000
 Prev. Parcel: 144024-000-00
 As of: 1/26/2016

ID: 45653

Washington County Report

Property Owner

Name: US BANK NATIONAL ASSOC C/O WELLS FARGO BANK NA

Mailing Address: 3476 STATEVIEW BLVD
FORT MILL, SC 29715

Type: (RI) - Res. Improv.

Tax Dist: (011) - FAYETTEVILLE SCH, FAY

Millage Rate: 54.75

Legal: E 1/2 LOT 23 LOTS 24-26 PT LOT 27 BLOCK 1

Property Information

Physical Address: 550 W SKELTON ST

Subdivision: SKELTONS S/D

Block / Lot: 001 / 024

S-T-R: 28-16-30

Size (In Acres): 0.000

Market and Assessed Values:

	Estimated Market Value	Full Assessed (20% Market Value)	Taxable Value
Land	\$46,500	\$9,300	\$9,300
Building	\$30,150	\$6,030	\$6,030
Total	\$76,650	\$15,330	\$15,330

Homestead Credit: 0.00 Note: Tax amounts are estimates only. Contact the county/parish tax collector for exact amounts.

Land:

Land Use	Size	Units
	1.000	House Lot
	0.400	Acres

Deed Transfers:

Document Images brought to you by your County Circuit Clerk, Kyle Sylvester

Date	View Deed	Book	Page	Deed Type	Stamps	Est. Sale	Grantee	Code	Type
7/8/2014		2014	17388	MtgDeed			US BANK NATIONAL ASSOC		
7/31/2001		2001	90662	Quit Claim	0.00	\$0	WRIGHT, JOHNNIE A & DEBRA L		
1/23/1977		928	726	Warr. Deed	8.80	\$8,000	WRIGHT, JOHNNIE A	Unval.	

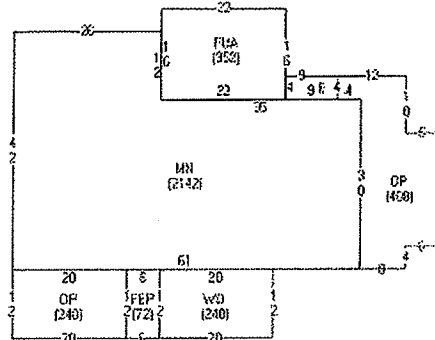
Details for Residential Card 1

Occupancy	Story	Finish	1st Liv Area	Other Liv Area	Total Liv Area	Grade	Year Built	Age	Condition	Beds
Single Family	ONE	Frame Siding Std.	2142	0	2142	4-10	1970	45	Average	N/A
Exterior Wall: FS					Plumbing: Full: 2					
Foundation: Closed Piers					Fireplace: N/A					
Floor Struct: Wood with subfloor					Heat/Cool Central					
Floor Cover: Carpet & Tile					Basement: N/A					

Insulation: Ceilings Walls
Roof Cover: Asphalt Shingle
Roof Type: Gable

Basement Area: N/A
Year Remodeled: N/A
Style: N/A

DataScout, LLC



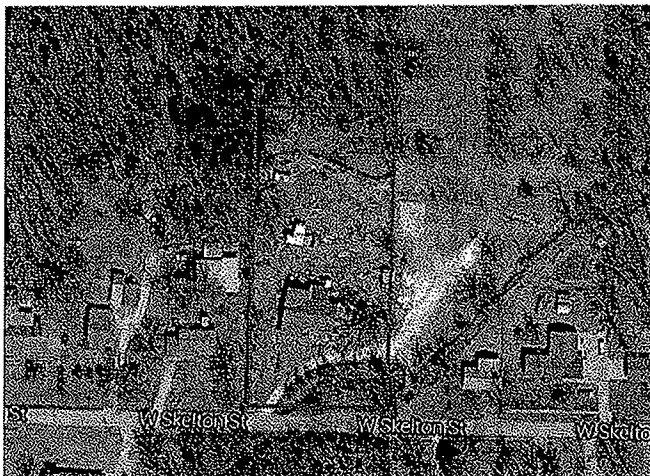
Base Structure:

Item	Label	Description	Area
A	MN	Main Living Area	2142
B	FUA	Garage - frame unfinished, all	352
C	OP	Porch, open	240
D	WD	Wood deck	240
E	FEP	Frame enclosed porch	36
F	OP	Porch, open	408
G	FEP	Frame enclosed porch	72

Outbuildings and Yard Improvements:

Item	Type	Size/Dim	Unit Multi.	Quality	Age
Garage - frame unfinished, detach		14x28	1		26
Pole Shed		8x24	1		
Outbuilding, frame		8x12			

Map:



Copy

Type: REAL ESTATE
Kind: DEED
Recorded: 7/11/2014 12:55:29 PM
Fee Amt: \$60.00 Page 1 of 10
Washington County, AR
Kyle Sylvester Circuit Clerk

This Instrument Prepared By:
WILSON & ASSOCIATES, P.L.L.C.
1521 Merrill Drive, Suite D-220
Little Rock, Arkansas 72211
(501) 219-9388

File# 2014-00017388

RECORDING LEGEND

PLEASE RECORD IN THE
APPROPRIATE REAL ESTATE RECORDS

GRANTOR(s)

Johnnie A. Wright and Debra L. Wright

GRANTEE(s)

U.S. Bank, National Association, as Trustee for the
Certificateholders of the Banc of America
Funding Corporation, 2008-FT1 Trust, Mortgage
Pass-Through Certificates, Series 2008-FT1

MORTGAGEE'S DEED

WHEREAS, on October 4, 2002, Johnnie A. Wright and Debra L. Wright executed and delivered to Bank of America, N.A. a mortgage, recorded October 15, 2002, as Instrument No. 2002153698 in the real estate records of Washington County, Arkansas, whereby, for the purpose of securing the payment of certain indebtedness set out in said mortgage, they did grant, sell, and convey to the said mortgagee the following-described property, situated, lying, and being in the County of Washington, State of Arkansas:

The East Half of Lot 23, all of Lots 24, 25, 26 and part of Lot Number 27, thence North 210 feet, thence West 175 feet, thence South 210 feet, thence East 175 feet, to the point of beginning, all in J.W. Skelton's Subdivision of the Southeast Quarter of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter of Section twenty-eight (28) in Township sixteen (16) North of Range thirty (30) West, as per Plat on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Commonly known as: 550 West Skelton Street, Fayetteville, Arkansas 72701

AND, WHEREAS, default has been made in the payment of said indebtedness and U.S. Bank, National Association, as Trustee for the Certificateholders of the Banc of America Funding Corporation, 2008-FT1 Trust, Mortgage Pass-Through Certificates, Series 2008-FT1, has since said default elected to sell said property in accordance with the provisions of Ark. Code Ann. §18-50-101, *et seq.*, as amended (the "Act") for the purpose of paying said indebtedness;

AND, WHEREAS, Wilson & Associates, P.L.L.C. was appointed by U.S. Bank, National Association, as Trustee for the Certificateholders of the Banc of America Funding Corporation, 2008-FT1 Trust, Mortgage Pass-Through Certificates, Series 2008-FT1, pursuant to Act 983 of 1999 as its attorney-in-fact to sell said property pursuant to the Act;

Copy

AND, WHEREAS, notice of the time, place, and terms of such sale, as prescribed by the terms of the Act, was given by mailing of the requisite Mortgagee's Notice of Default and Intention to Sell within thirty (30) days of the recording of said Notice, said Notice being published in a local newspaper of general circulation in Washington County four (4) times for four consecutive weeks, with the last publication being no more than ten (10) days prior to the sale, and by posting notice of such sale, pursuant to Act 983 of 1999, by a third-party posting provider, at the place in the courthouse for Washington County, Arkansas where notices of judicial sales are customarily posted; see also the Affidavit of Mailing and Compliance with Statutory Notice Requirements filed in this matter and incorporated herein by reference;

AND, WHEREAS, pursuant to Act 885 of 2011, the undersigned received certification that Johnnie A. Wright and Debra L. Wright had not applied or was ineligible for loan modification or forbearance assistance, and that notice of such ineligibility was sent in compliance with Act 885 of 2011

AND, WHEREAS, pursuant to the provisions of said Act, U.S. Bank, National Association, as Trustee for the Certificateholders of the Banc of America Funding Corporation, 2008-FT1 Trust, Mortgage Pass-Through Certificates, Series 2008-FT1, by its attorney-in-fact, Wilson & Associates, P.L.L.C., proceeded to sell said property at public auction, at the Washington County Courthouse, on or about June 30, 2014 at 10:00 A.M.;

AND, WHEREAS, at the time and place aforesaid, such sale was conducted pursuant to Act 983 of 1999 by a third-party auctioneer and said property was sold to U.S. Bank, National Association, as Trustee for the Certificateholders of the Banc of America Funding Corporation, 2008-FT1 Trust, Mortgage Pass-Through Certificates, Series 2008-FT1 for the price and sum of \$52,223.45, it being the best and highest bid.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that U.S. Bank, National Association, as Trustee for the Certificateholders of the Banc of America Funding Corporation, 2008-FT1 Trust, Mortgage Pass-Through Certificates, Series 2008-FT1, by its attorney-in-fact, Wilson & Associates, P.L.L.C., by virtue of the powers granted by the Act, and in consideration of the foregoing premises and of the sum of \$52,223.45, paid by the said U.S. Bank, National Association, as Trustee for the Certificateholders of the Banc of America Funding Corporation, 2008-FT1 Trust, Mortgage Pass-Through Certificates, Series 2008-FT1, the receipt whereof is hereby acknowledged (which said sum of money has been applied according to the directions of the Act), does GRANT, SELL, AND CONVEY unto the said U.S. Bank, National Association, as Trustee for the Certificateholders of the Banc of America Funding Corporation, 2008-FT1 Trust, Mortgage Pass-Through Certificates, Series 2008-FT1 and its successors and assigns forever the following-described property, situated in the County of Washington, State of Arkansas, to-wit:

The East Half of Lot 23, all of Lots 24, 25, 26 and part of Lot Number 27, thence North 210 feet, thence West 175 feet, thence South 210 feet, thence East 175 feet, to the point of beginning, all in J.W. Skelton's Subdivision of the Southeast Quarter of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter of Section twenty-eight (28) in Township sixteen (16) North of Range thirty (30) West, as per Plat on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Commonly known as: 550 West Skelton Street, Fayetteville, Arkansas 72701

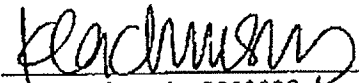
Tax Parcel No.: 765-10802-000

COPY

TO HAVE AND TO HOLD the said property, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said U.S. Bank, National Association, as Trustee for the Certificateholders of the Banc of America Funding Corporation, 2008-FT1 Trust, Mortgage Pass-Through Certificates, Series 2008-FT1, its successors, and assigns forever. And for and on behalf of the said Grantor(s) of said mortgage, and their heirs, executors, administrators, and assigns, the undersigned does hereby bind the said Johnnie A. Wright and Debra L. Wright, their heirs, executors, administrators, and assigns to warrant and forever defend, all and singular, said premises, unto the said U.S. Bank, National Association, as Trustee for the Certificateholders of the Banc of America Funding Corporation, 2008-FT1 Trust, Mortgage Pass-Through Certificates, Series 2008-FT1, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED on this 9 day of JULY, 2014.

U.S. Bank, National Association, as Trustee for the Certificateholders of the Banc of America Funding Corporation, 2008-FT1 Trust, Mortgage Pass-Through Certificates, Series 2008-FT1, by its attorney-in-fact, Wilson & Associates, P.L.L.C.

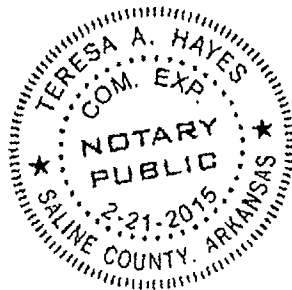
By: 
Kate Lachowsky 2012039
Attorney

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF PULASKI

Before me, the undersigned notary public of the state and county aforesaid, personally appeared Kate Lachowsky, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, acknowledged such person to be an Attorney (or other such officer authorized to execute the instrument) of Wilson & Associates, P.L.L.C., attorney-in-fact for U.S. Bank, National Association, as Trustee for the Certificateholders of the Banc of America Funding Corporation, 2008-FT1 Trust, Mortgage Pass-Through Certificates, Series 2008-FT1, and that such officer executed the foregoing instrument for the purposes therein contained by personally signing his name thereto.

Witness my hand and seal at office in Little Rock, Arkansas this 8th day of July, 2014.



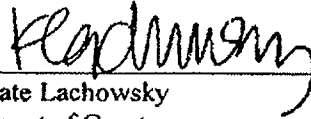

Notary Public

My Commission Expires: 2-21-2015

Copy

CERTIFICATE OF COMPLIANCE

I certify under penalty of false swearing that the legally correct amount of documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument.



Kate Lachowsky
Agent of Grantee
1521 Merrill Drive, Suite D-220
Little Rock, AR 72211

Grantee's Address:

Nationstar Mortgage, LLC
350 Highland Drive
Lewisville, TX 75067

Tax Parcel No. 765-10802-000

Copy

EXHIBIT "A"

SERVICEMEMBERS CIVIL RELIEF ACT AFFIDAVIT

STATE OF Arkansas

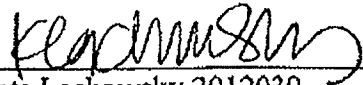
COUNTY OF Pulaski

BEFORE ME, the undersigned authority, on this day personally appeared the undersigned, who states as follows:

1. I am the Attorney with a certain mortgage, dated October 4, 2002, recorded, October 15, 2002, as Instrument No. 2002153698, in the real estate records of Washington County, Arkansas, executed by Johnnie A. Wright and Debra L. Wright in favor of Bank of America, N.A. to secure the payment of a promissory note to Bank of America, N.A..
2. To the best of my knowledge and belief, the mortgagors holding an interest in the above-described property were (1) not members of the Armed Forces of the United States of America and had not been members of any such entities for at least twelve (12) months prior to the date of the foreclosure sale the subject hereof or (2) were members Armed Forces of the United States of America at the time the security instrument was executed, and therefore enforcement of the same is not subject to the provisions of the SCRA. See attached Department of Defense, DMDC status report.
3. As such, foreclosure of this property will not be subject to the provisions of 50 U.S.C. §501, *et seq.* (the Servicemembers Civil Relief Act).

FURTHER AFFIANT SAYETH NOT.

DATED this 8 day of July, 2014.



Kate Lachowsky 2012039
Attorney

Copy



**Status Report
Pursuant to Servicemembers Civil Relief Act**

Last Name: WRIGHT

First Name: JOHNNIE

Middle Name: A

Active Duty Status As Of: Jul-08-2014

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individual's active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Mary M. Snavelly-Dixon

Mary M. Snavelly-Dixon, Director
Department of Defense - Manpower Data Center
4800 Mark Center Drive, Suite 04E25
Arlington, VA 22350

Copy



Status Report Pursuant to Servicemembers Civil Relief Act

Last Name: WRIGHTFirst Name: JOHNNIEMiddle Name: AActive Duty Status As Of: Jul-08-2014

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individual's active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Mary M. Snively-Dixon

Mary M. Snively-Dixon, Director
Department of Defense - Manpower Data Center
4800 Mark Center Drive, Suite 04E25
Arlington, VA 22350

Copy

Certificate of Publication

FORECLOSURES PLACEMENT SERVICES, INC

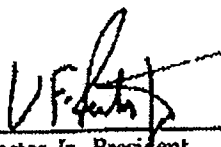
State of Arkansas }
County of Pulaski } ss.

I, WILLIAM F. RECTOR, JR., do solemnly swear that I am the President of Foreclosure Placement Services, Inc, whose business it is to place foreclosure sale notice information in newspapers in compliance with A.C.A. 18-50-105(1). I was President at and during the time Foreclosure Placement Services, Inc was employed to place the publication and posting of such foreclosure sale notice information in the matter of:

Borrower Debra L. Wright, Johnnie A. Wright
Address 550 West Skelton Street , Fayetteville, AR 72701

I hereby certify that the foreclosure sale notice information was published in the Northwest Arkansas Newspapers, a general circulation newspaper , one time a week for four consecutive weeks, the last of which was not more than ten (10) days prior to the sale date.

I hereby certify that the publication of said foreclosure sale notice information strictly complies with Ark. Code Ann. § 18-50-105(1). At the time of said placement, Foreclosure Placement Services, Inc was not affiliated with the Trustee or Mortgagee.



William F. Rector, Jr., President

Subscribed and sworn to before me this June, 23 2014



Notary Public

My commission expires the 11th day of October, 2021.

52-243239





ARKANSAS DEPARTMENT OF FINANCE AND ADMINISTRATION
Real Property Transfer Tax Affidavit of Compliance Form

Grantee (Purchaser) Name U.S. Bank, National Association, as Trustee for the Certificateholders			Grantor (Seller) Name Johnnie A. Wright and Debra L. Wright		
Address 350 Highland Drive			Address 103 Cynthia Avenue		
City Lewisville	State TX	Zip Code 75067	City Farmington	State AR	Zip Code 72730

Date of real property transfer (as reflected on the transfer instrument): Jun 30, 2014

Washington County, AR
I certify this instrument was filed on
7/11/2014 12:55:29 PM
and recorded in REAL ESTATE

Name of the county where the property is located: Washington County

File# 2014-00017388
Kyle Sylvester - Circuit Clerk

Amount of the full consideration for the transaction: \$0.00

Please select the appropriate exemption below:

- ☐ A transfer to or from the United States, the State of Arkansas, or any of the instrumentalities, agencies, or political subdivisions of the United States or the State of Arkansas.
- ☐ Any instrument or writing given solely to secure a debt.
- ☐ Any instrument solely for the purpose of correcting or replacing an instrument that has been previously recorded with full payment of the tax having been paid at the time of the previous recordation.
- ☐ An instrument conveying land sold for delinquent taxes.
- ☐ An instrument conveying leasehold interest in land only.
- ☐ An instrument, including a timber deed, that conveys or grants the right to remove timber from land if the instrument grants or conveys the right to remove timber for a period of not to exceed twenty-four (24) months.
- ☐ An instrument given by one (1) party in a divorce action to other party to the divorce action as a division of marital property whether by agreement or order of the court.
- ☐ An instrument given in any judicial proceeding to enforce any security interest in real estate when the instrument transfers the property to the same person who is seeking to enforce the security interest.
- ☒ An instrument given to a secured party in lieu of or to avoid a judicial proceeding to enforce a security interest in real estate.
An instrument conveying a home financed by the Federal Housing Administration, the United States Department of Veterans Affairs, or the United States Department of Agriculture Rural Development, if the sale price of the home is sixty thousand dollars (\$60,000) or less and the seller files with the county recorder of deeds a sworn statement by the buyer stating that neither the buyer nor the spouse of the buyer has owned a home within three (3) years of the date of closing and also stating the sale price of the home.
- ☐ An instrument conveying land between corporations, partnerships, limited liability companies, or other business entities or between a business entity and its shareholder, partner or member incident to the organization, reorganization, merger, consolidation, capitalization, asset distribution, or liquidation of a corporation, partnership, limited liability company, or other business entity.
- ☐ A beneficiary deed under ACA 18-12-608.
- ☐ Consideration of \$100 or less
- ☒ Other (Explain): Deed from non-judicial foreclosure sale; No consideration exchanged; Credit Bid

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument.

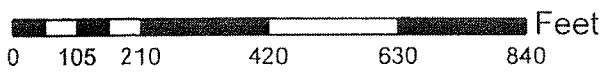
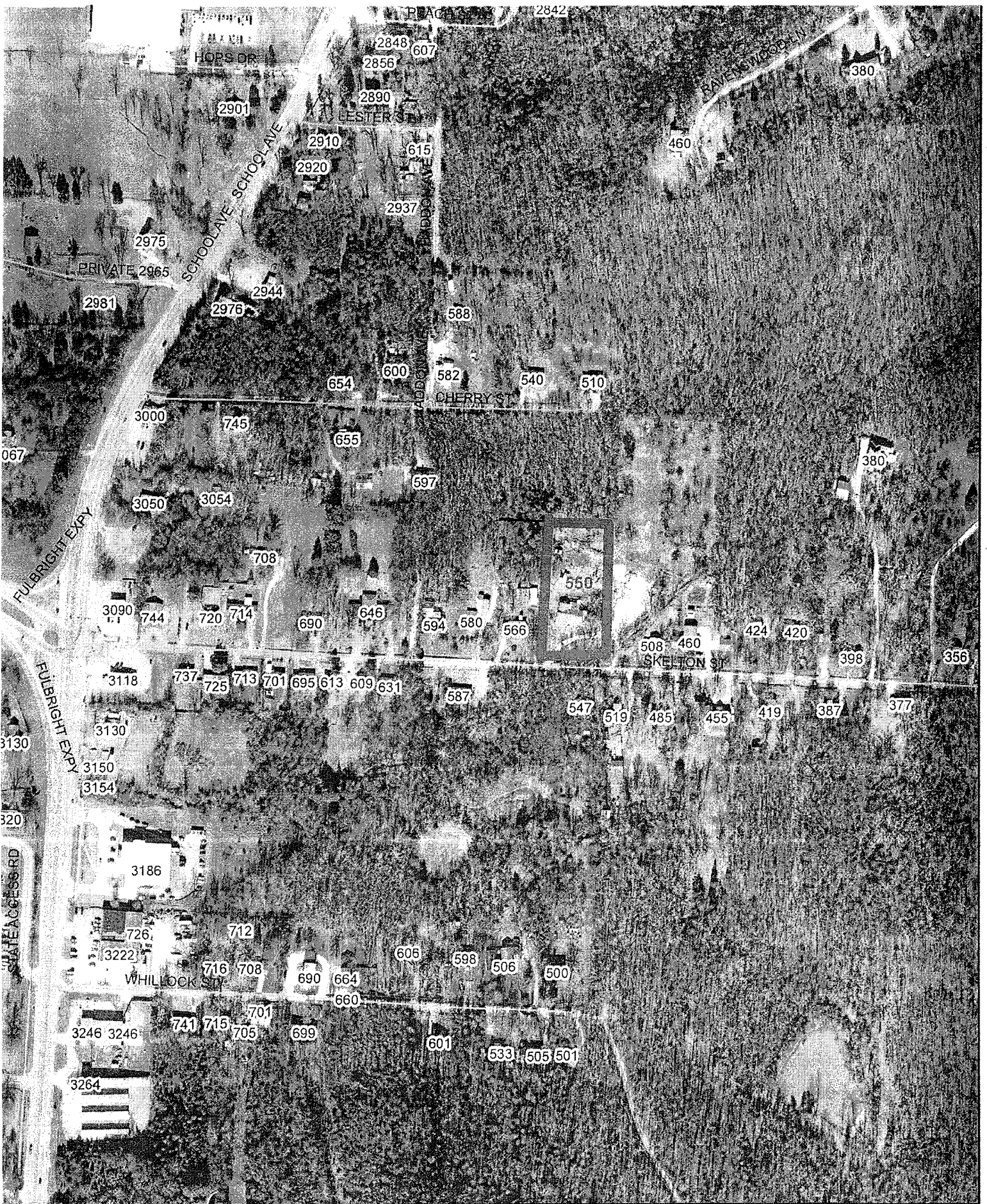
Jera Mossalli

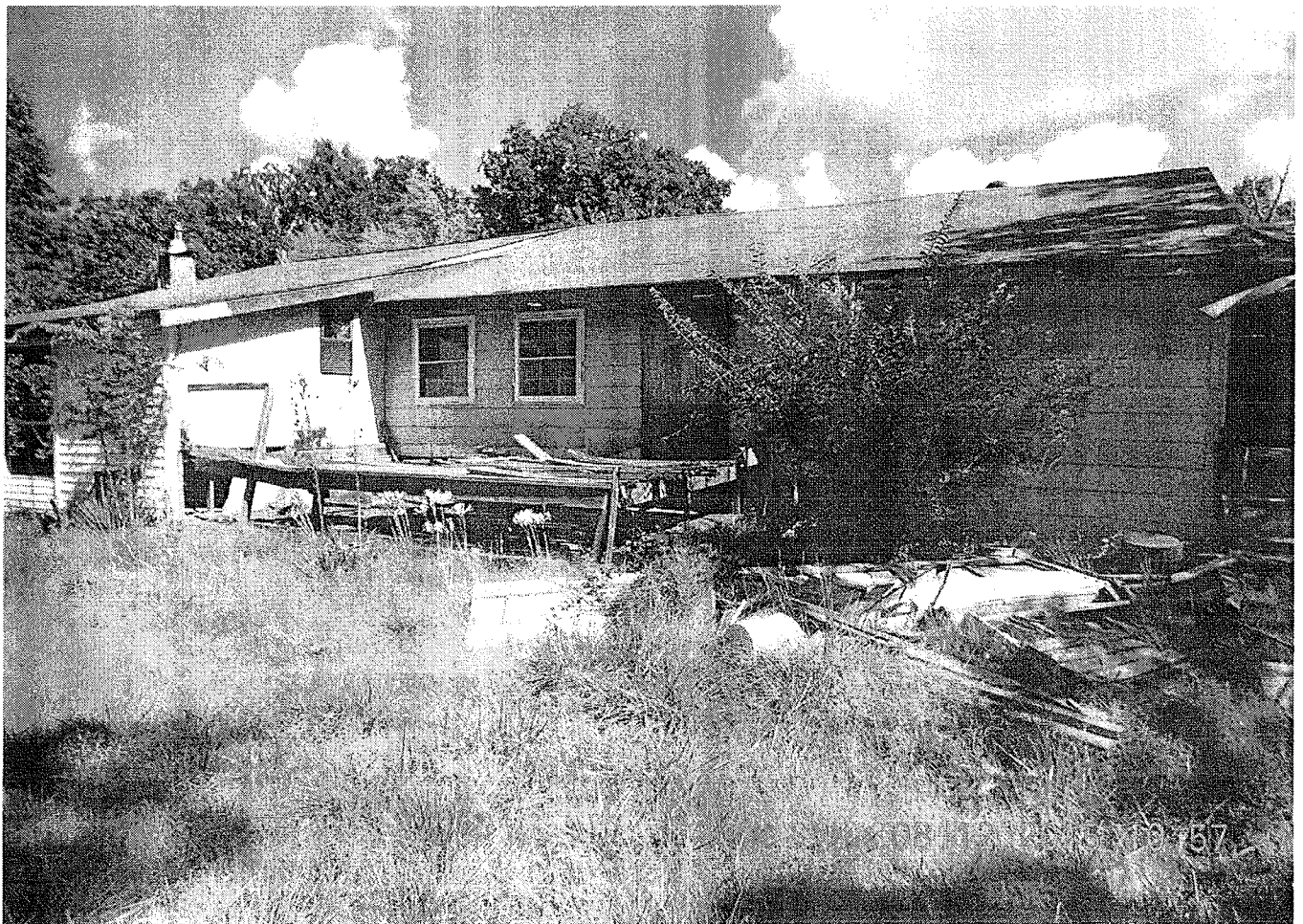
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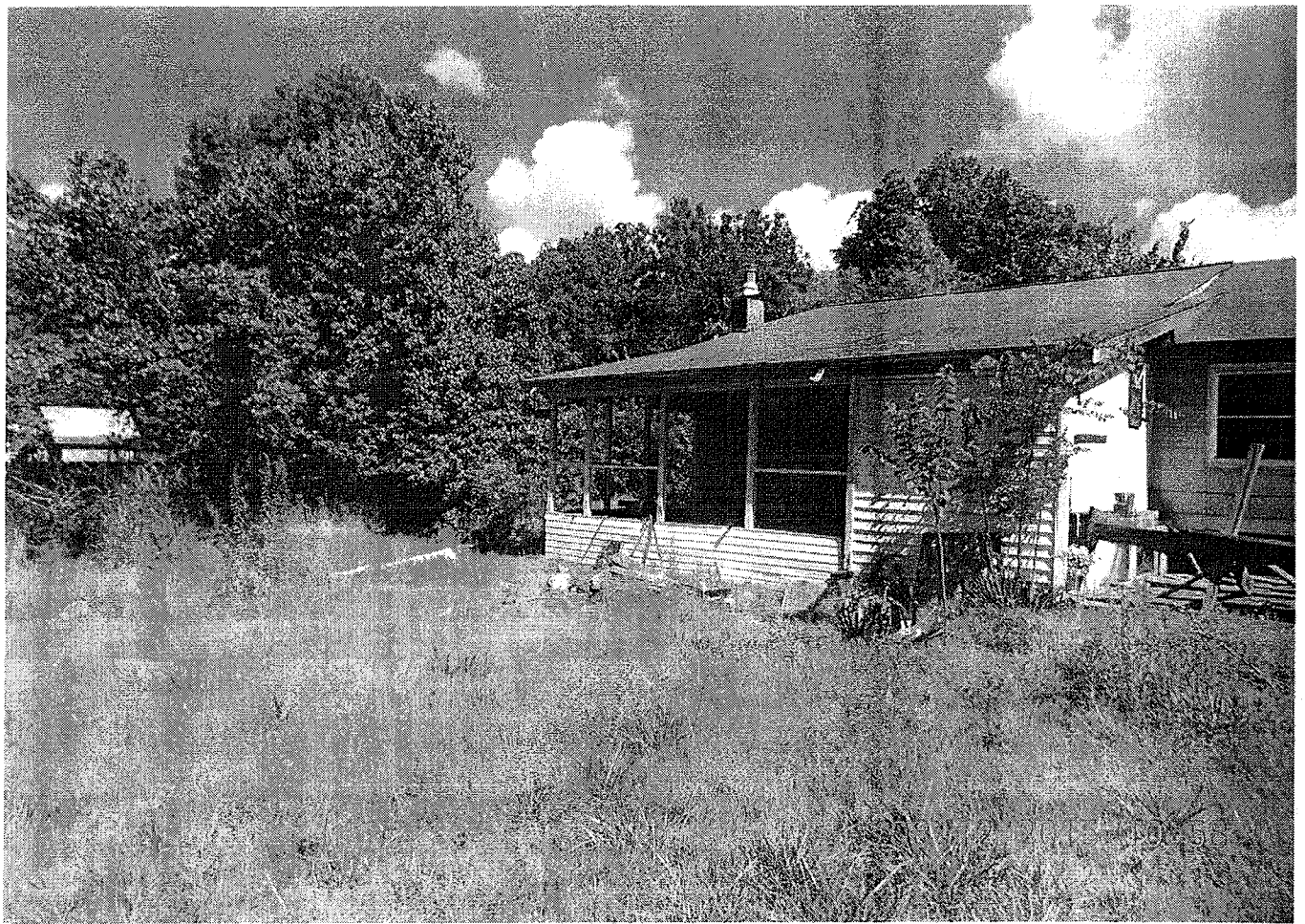
(Signature of Requestor)

07/03/2014

(Date)

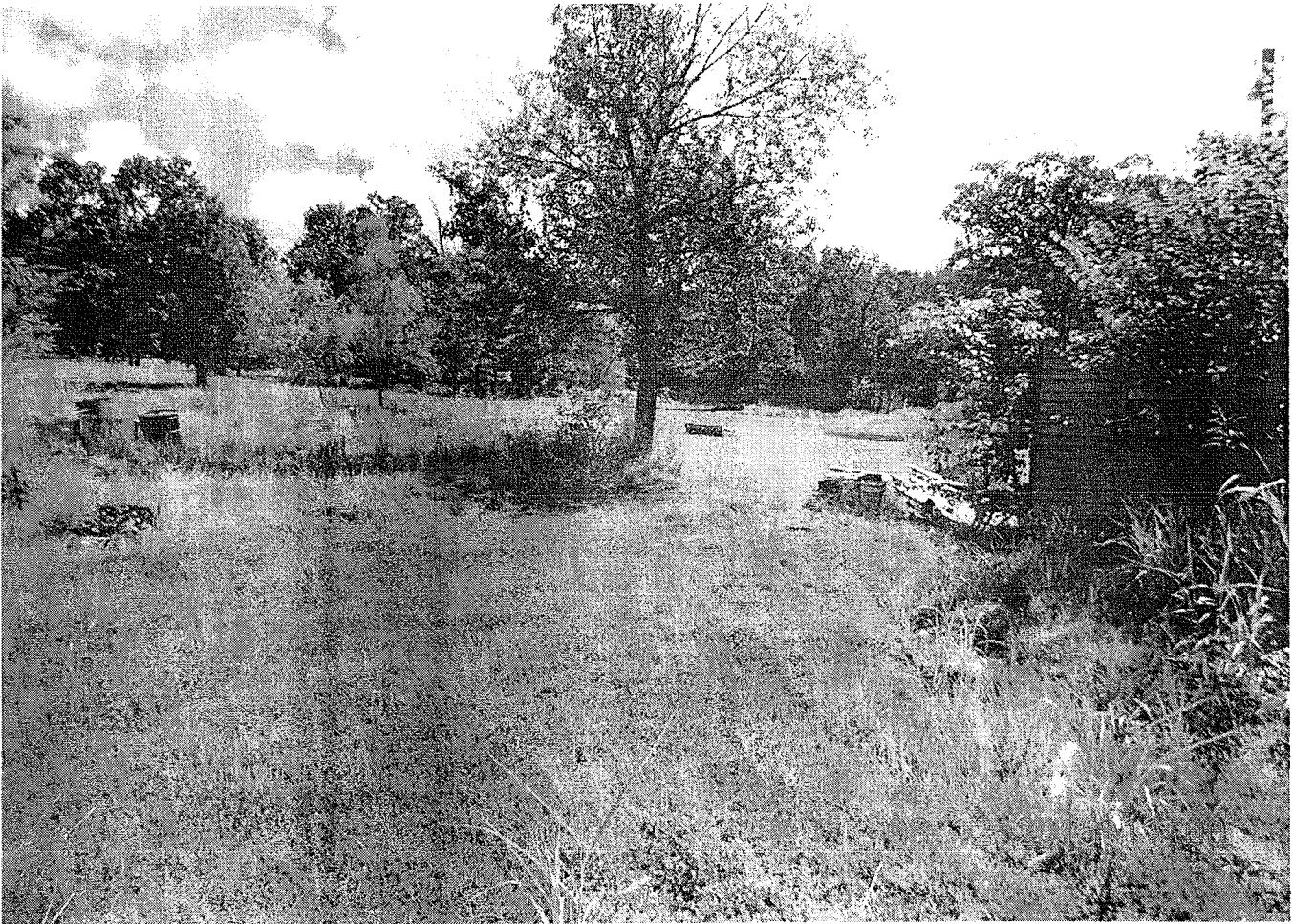


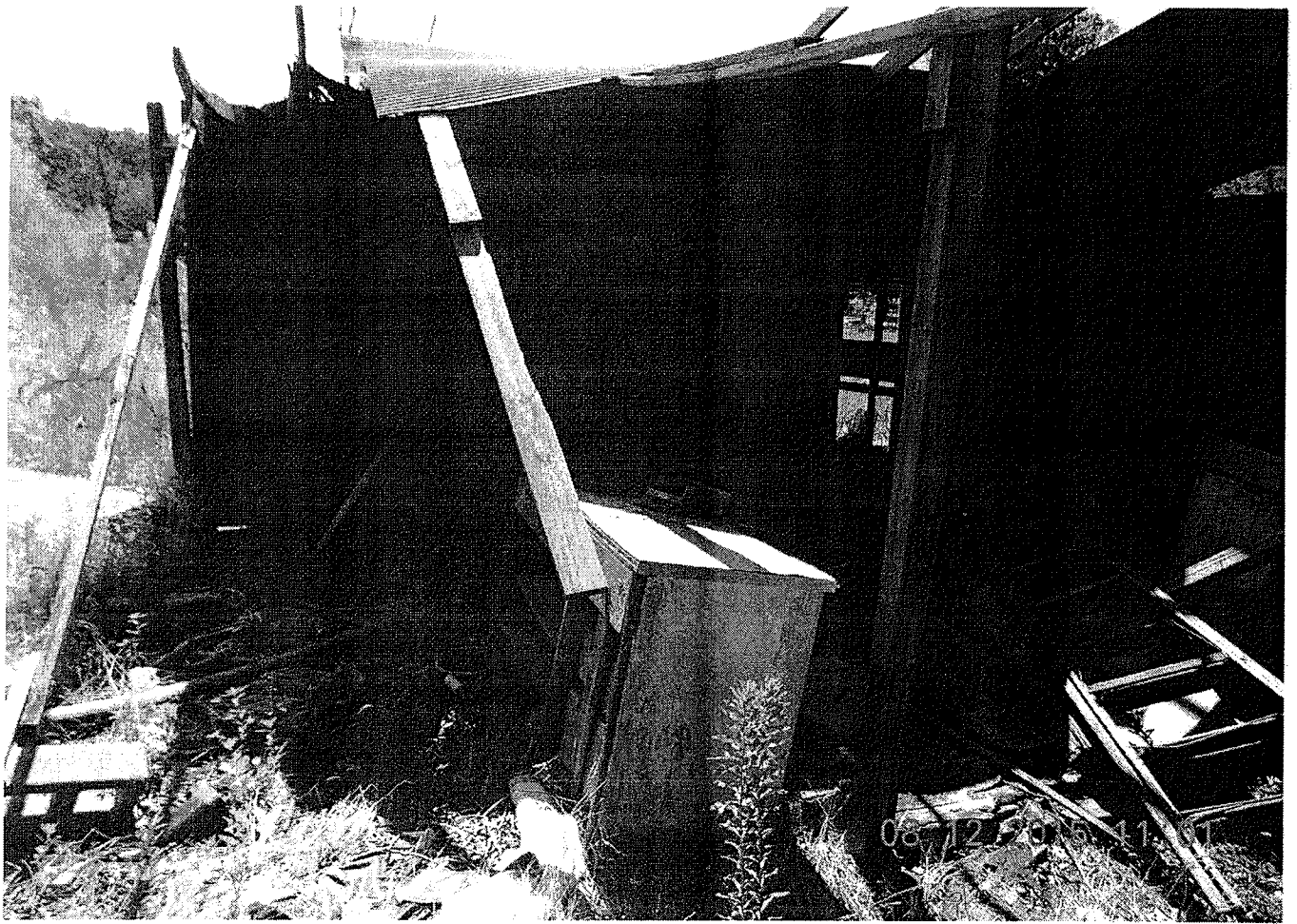




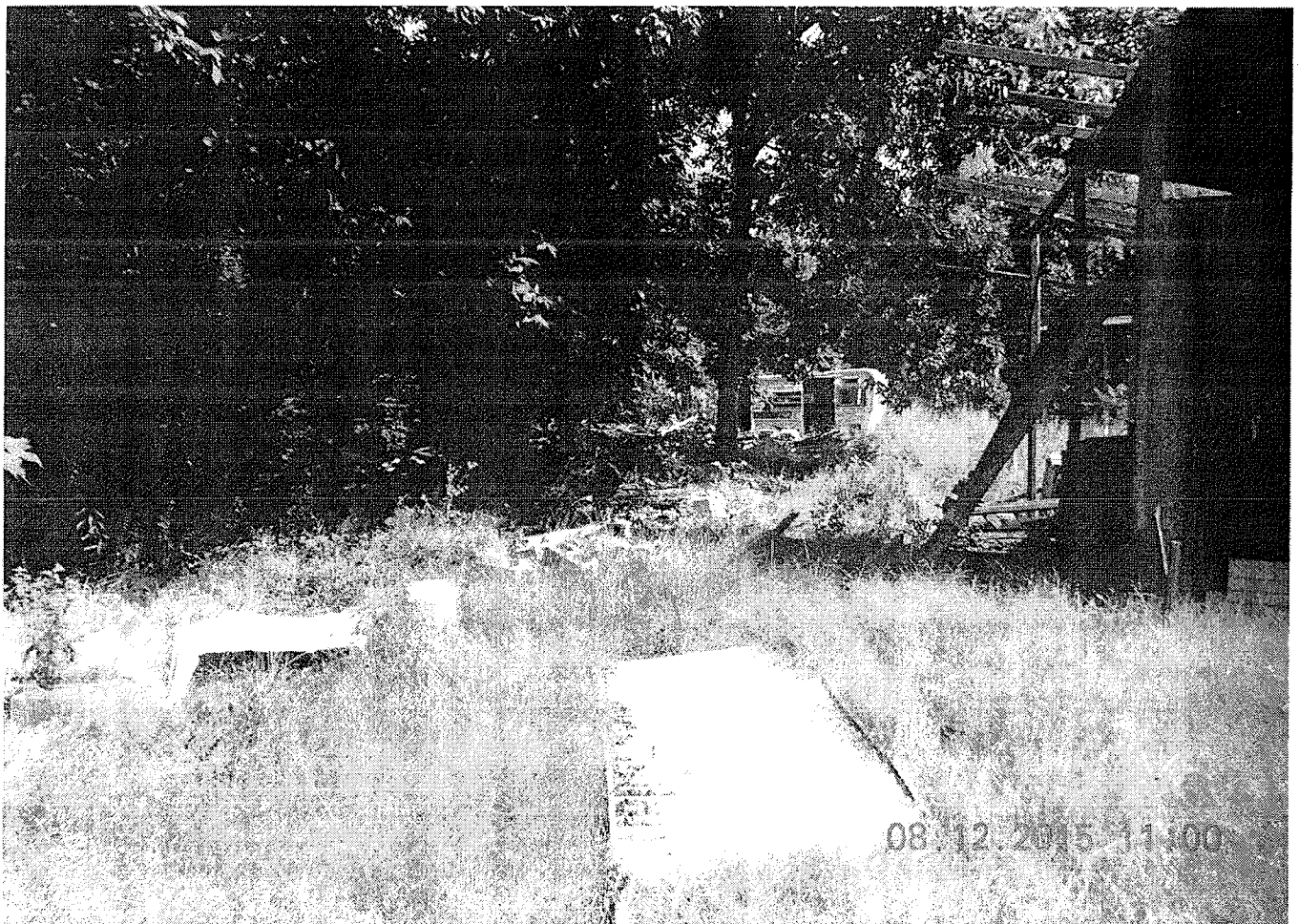




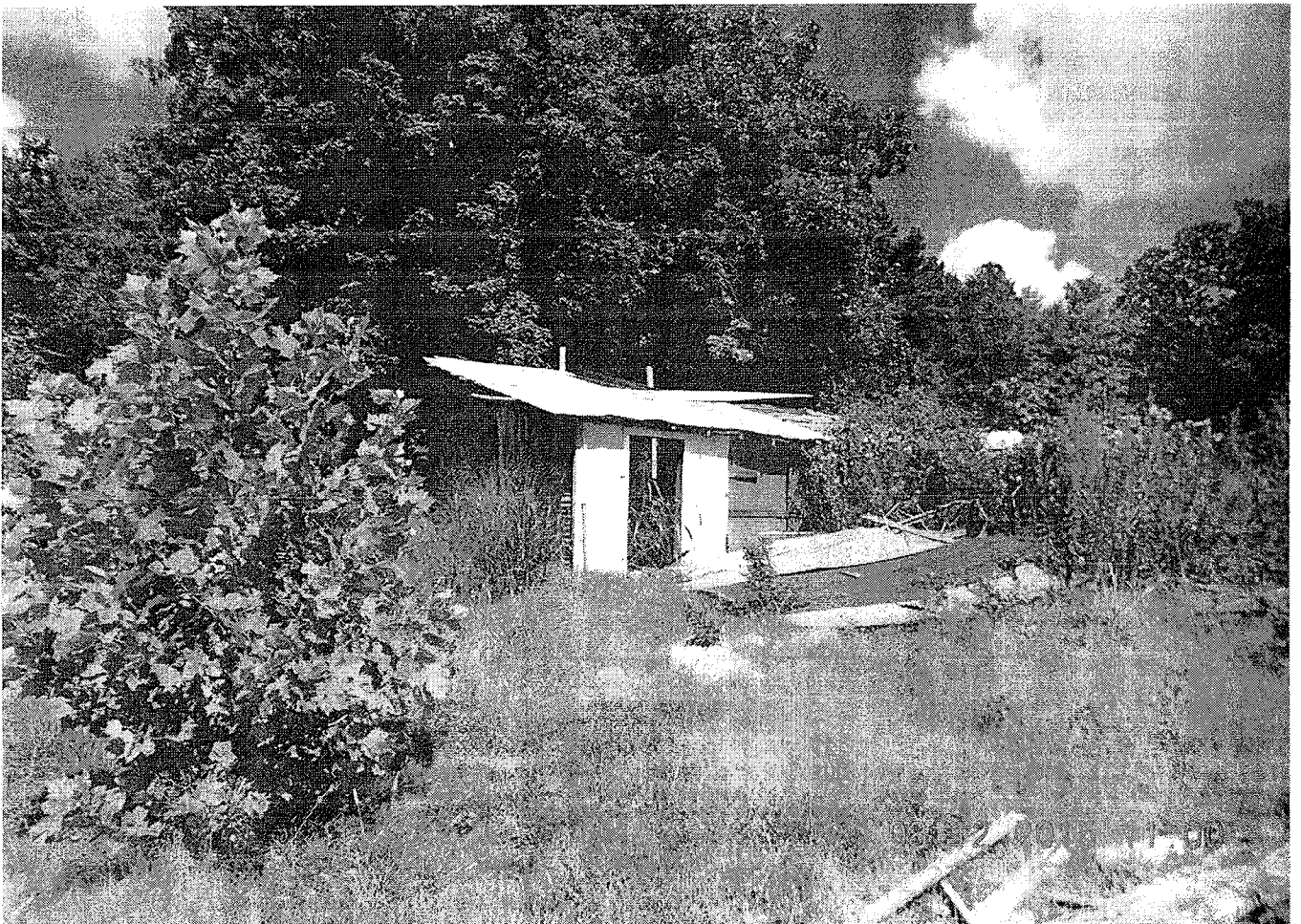


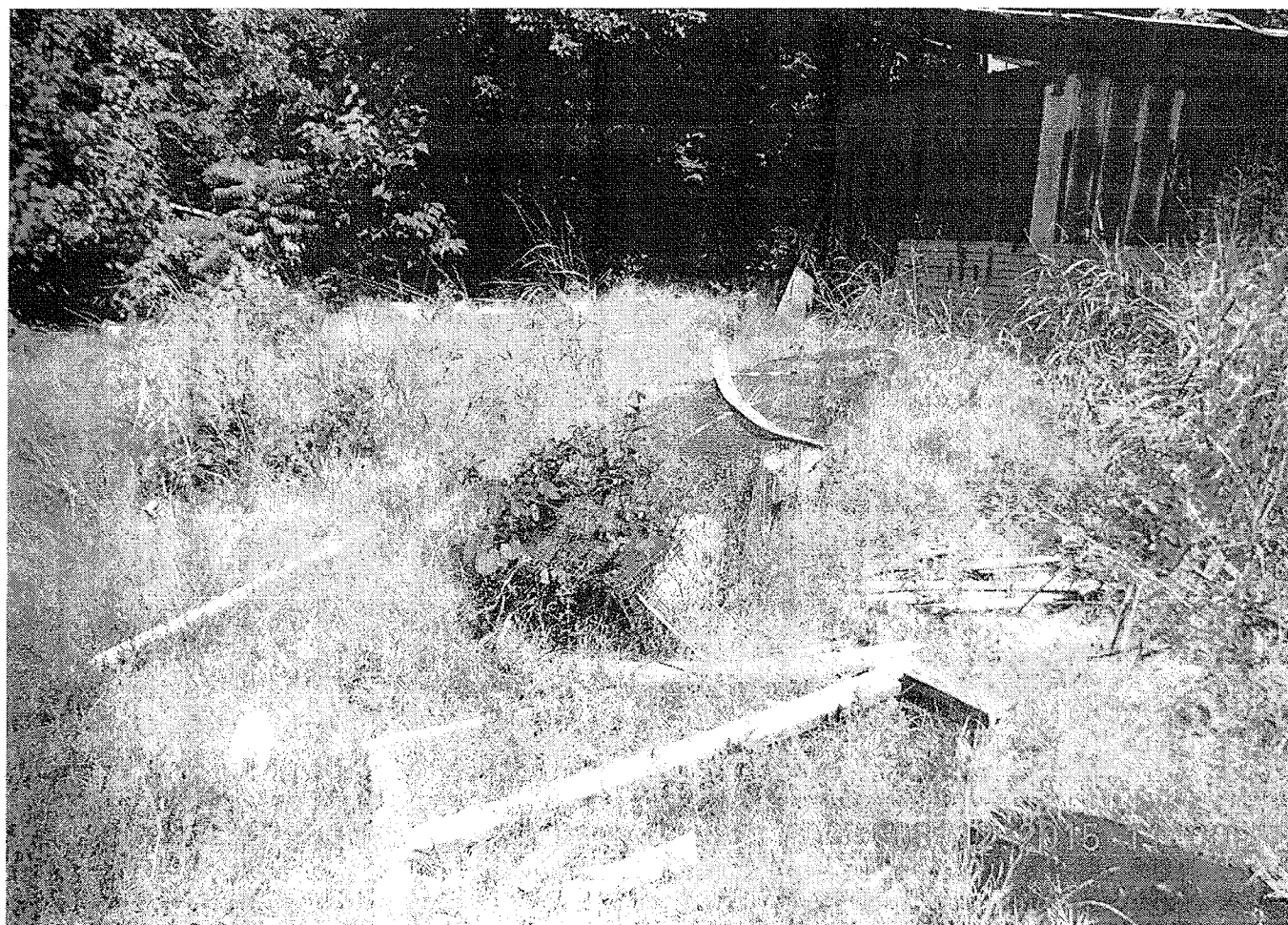






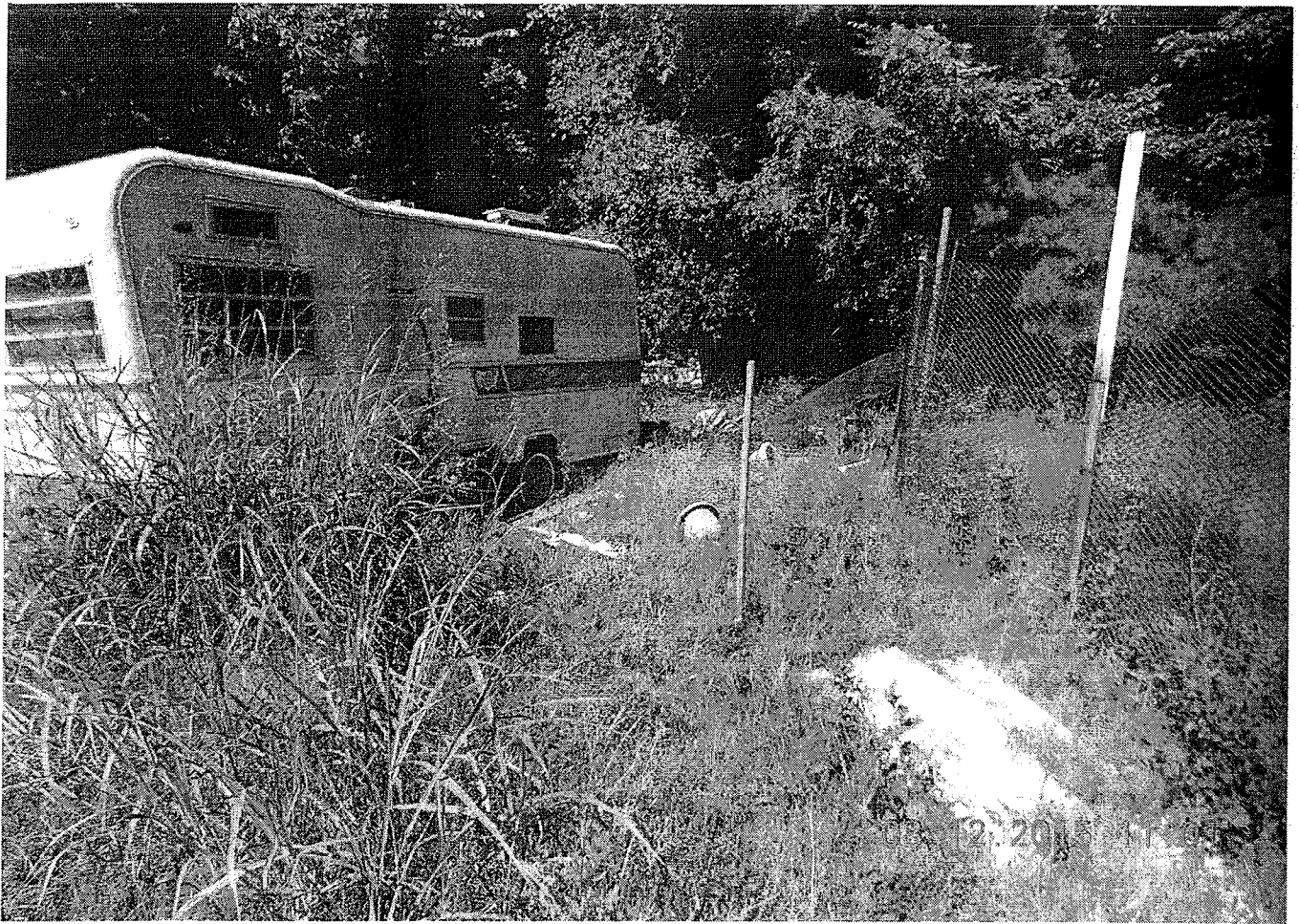






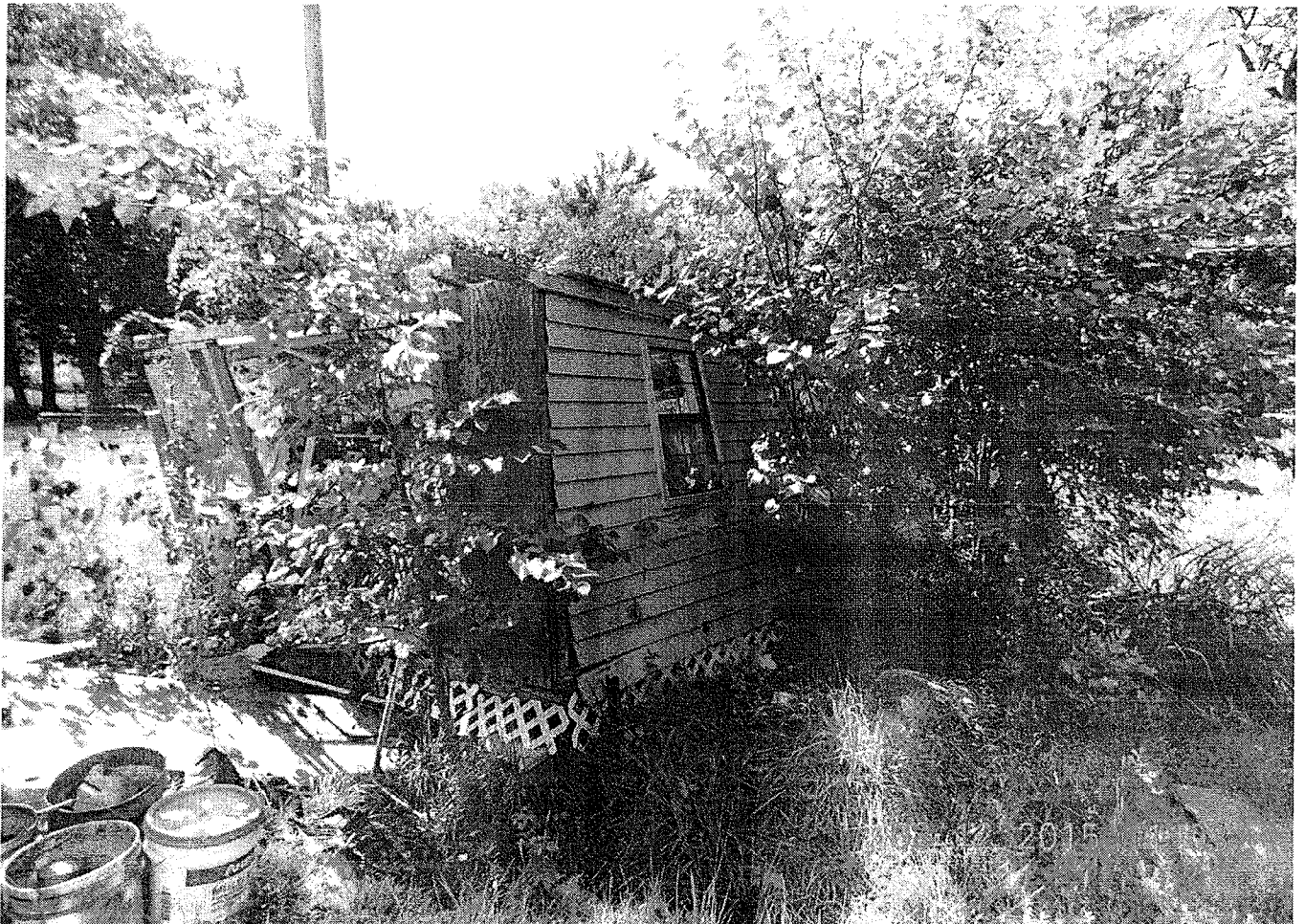
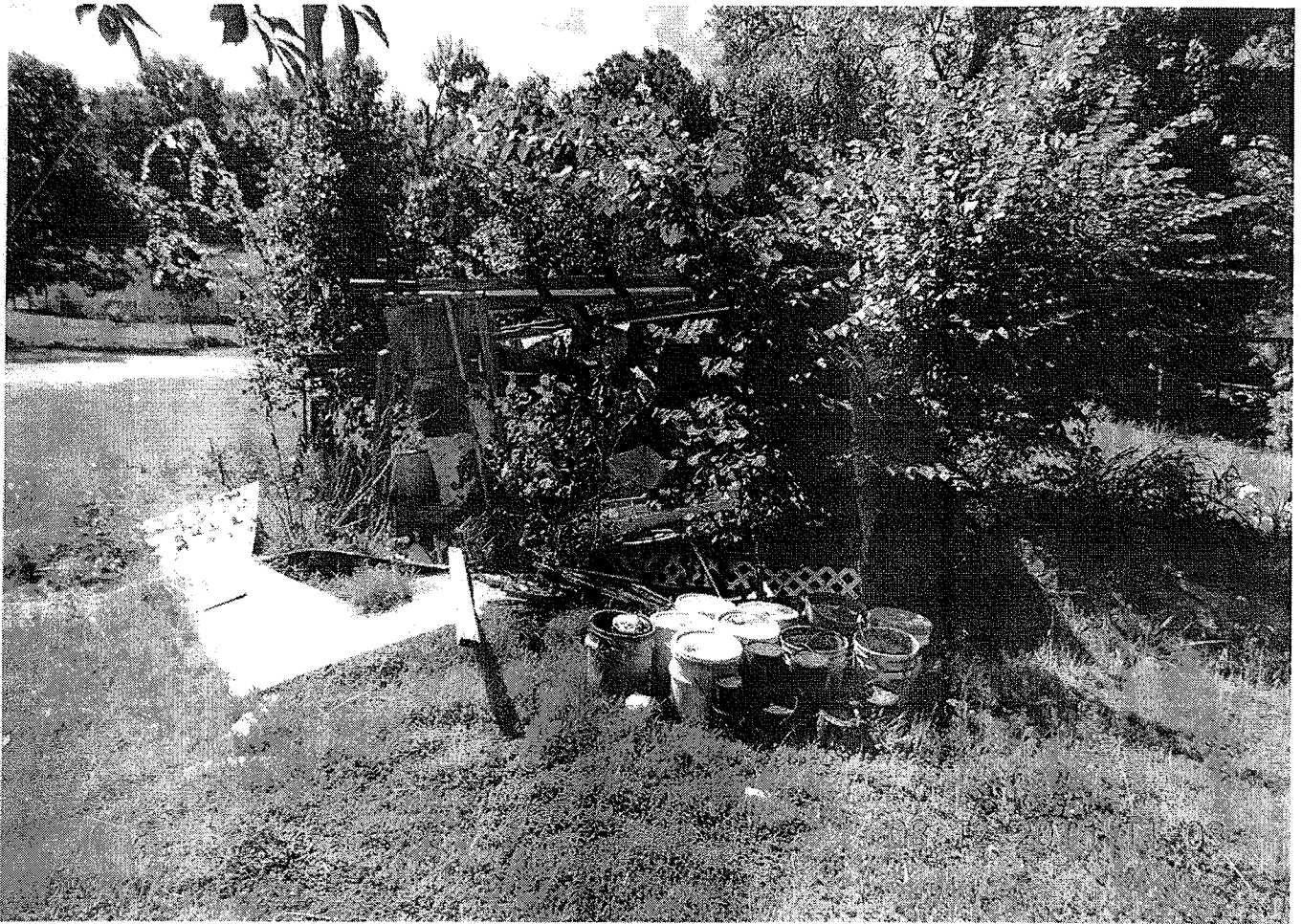














Budget Year	Division: Community Resources	Adjustment Number
2016	Dept.: Development Services	
	Requestor: Cherrell Lee	

Moving funds in preparation of non-compliance to the Raze and Removal request for 550 W. Skelton St. Funds from the Use of Funds Balance will cover the project as there are no expected funds to be left in the Raze and Removal account.

RESOLUTION/ORDINANCE		COUNCIL DATE: 2/16/2016 LEGISTAR FILE ID#: 2016-0059 <i>Barbara Fell</i> 1/28/2016 1:28 PM Budget Director _____ Date _____ TYPE: _____ DESCRIPTION: _____ GLDATE: _____ POSTED: _____ / _____
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[illegible]



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0248

Agenda Date: 6/7/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 1

FALLING WATERS APPEAL:

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 16-5385 FOR APPROXIMATELY 35.31 ACRES ON DEAD HORSE MOUNTAIN ROAD FROM R-A, RESIDENTIAL AGRICULTURE TO RSF-2, RESIDENTIAL SINGLE FAMILY, 2 UNITS PER ACRE SUBJECT TO A BILL OF ASSURANCE LIMITING DEVELOPMENT TO 51 HOMES

(LEFT ON FIRST READING)

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from R-A, Residential Agriculture to RSF-2, Residential Single Family, 2 units per acre subject to the Bill of Assurance limiting the number of homes to 51.

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.

Clay Carlton
Falling Waters, LLC
2826 Joyce Blvd.
Fayetteville, AR 72703

RECEIVED

MAY 04 2016

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

May 4, 2016

City of Fayetteville
Attention: Sondra Smith, City Clerk

Re: Appeal of the Planning Commission denial of the Falling Waters rezoning request

I am writing this letter to appeal to the City Council over the Planning Commission's denial of a rezoning request for Falling Waters at the April 25th Planning Commission meeting. While I understand the staff and Planning Commission's decision, I believe that there are other factors involved that the City Council is able to take into consideration; whereas the Planning Commission is limited to adopted future land use plans only.

The property that we are requesting to be rezoned from R-A to RSF-2 consists of 35.31 acres, borders the Stonebridge Meadows Subdivision at the end of Pumpkin Ridge Road on the north side, and is accessed from Dead Horse Mountain Road on the west side. Along with our request, we have provided a Bill of Assurance that guarantees a maximum of only 51 single-family homes to be allowed. This equates to 1.44 homes per acre. For comparison of compatibility with surrounding properties, the bordering properties to the north (Stonebridge Meadows) and northwest are both zoned RSF-4, as you can see on the attached map. The northwest bordering property is currently being designed for a 130 home development at a density of 2.5 homes per acre. Additionally, only 3,500 feet to the north there is a property zoned Neighborhood Conservation allowing for a density of 10 units per acre. All utilities necessary to service the development are already on-site or stubbed-out to the property, and neither the Fire Department, nor the Police Departments had any objections to this rezoning request.

With the property's close proximity to the Fayetteville square, the future residents of this development will most certainly provide an economic benefit to the businesses located downtown and in the entertainment district. As you can see on the Google Maps exhibit, the property is a 4.4 mile/10 minute drive to the Fayetteville Square. By comparison, the new Sloanbrooke residential development in west Fayetteville is a 5.0 mile/14 minute drive. The proposed neighborhood on the Razorback Golf Course is a 4.7 mile/14 minute drive. And the highly desirable Savannah neighborhood in east Fayetteville is a 4.8 mile/12 minute drive. These existing or already approved developments are further from downtown Fayetteville, yet not considered Urban Sprawl by the City Planners. We believe our proposed project's nearness to historic central Fayetteville, in comparison to these and other residential developments, shows that Falling Waters should not be considered Urban Sprawl either.

As some of the City Council members may recall, a portion of this property was brought before the Council for a rezoning request approximately one year ago. We have revised this request based on feedback received from neighbors and Council members. As you can see on the proposed preliminary plat, we have extended the road connection from Pumpkin Ridge Road through to Dead Horse Mountain Road. We have also added a Bill of Assurance requiring all construction traffic to access Falling Waters from the entry point at Dead Horse Mountain Road rather than through the existing Stone Bridge Meadows subdivision. Another exciting improvement to this request will utilize the natural characteristics of the land to design and build a uniquely planned neighborhood. For example, as you see on the proposed plat, we are planning to only construct homes

on one side of the street (the downhill side) rather than a typical subdivision layout with homes fronting both sides. By doing this, all homes in this development will have back-yard views of downtown Fayetteville and the University. And because the uphill lots are all at least 200 feet deep, it will allow the preservation of a large green belt of mature trees along the back of those lots. While adhering to the Hillside Overlay District policies, Falling Waters will additionally have Protective Covenants in place that will be more stringent than the HOD, limiting tree removal outside of the building footprint. Lastly you will notice that in most cases the lots have been staggered so that the homes on the upper street will be positioned primarily to create view corridors between the two lower lots rather than directly into the roofs of those homes. To illustrate this you will notice that Lot 49 will have primary views between Lots 7 & 8, Lot 48 will have views between Lots 8 & 9, Lot 47 will have views between Lots 9 & 10, and so on.

The main reason for this appeal request, though, has more to do with the history of this property and area. In 2005 this property was and still is part of a larger 137 acre piece of land. The City Council approved a PZD for the entire 137 acres allowing for 258, half-acre +/- lots. In fact, it was approved unanimously through all three readings taking place in one night. At that time the area did not have adequate water and sewer infrastructure so our company partnered with 3 other groups to extend both services from the industrial park. This required boring under the White River and then installing approximately 6,300 feet of water and sewer line to service our properties and allow for future growth in this area. The project was completed and the improvements were turned over to the City. The total cost of the project was \$2.5 million and my company's share in that cost was approximately \$850,000. We considered this investment to be worthwhile, as we needed water and sewer services on the property to develop it according to our approved zoning. Our company then began developing the first Phase of the property by clearing for the street right of ways, but paused development when the economy began to turn downward. Had we not stopped, this property would have become another of the completed but empty subdivisions around Northwest Arkansas that resulted during that time. As we waited for the economy to rebound our PZD zoning expired and the property was rezoned Residential Agriculture, changing from 2 homes/acre to 0.5 homes/acre. Due to the initial land cost, added cost to "carry" the land for the last 11 years, and the cost of extending utilities to the property, developing the property with 1 home to every 2 acres is financially unfeasible. While the financial implications are a hardship to our company and not to the City, the financial hardship accrued by the current zoning is impossible for us to absorb. Eleven years ago our development was hailed as a great addition to Fayetteville by our City staff and leaders, and we are hopeful today that our current City leaders will view it the same way. This rezoning request is for only a small portion of the entire property, as we are open-mindedly taking into account the opinions of City staff and the nearby residents to be more conservative. Pending the success of this first phase we may end up developing larger lots on other sections of the property in the future.

Buffington Homes has valued our successful partnership with the City of Fayetteville for more than eleven years now. We have developed and are currently developing and building in numerous areas of the City, and we hope for this proposed development to be another beneficial partnership. Thank you for your consideration of this appeal request. If you have any questions please feel free to reach out to me at the information below.

Sincerely,



Clay Carlton
Owner, Buffington Homes
479-283-3843
claycarlton@buffingtonhomesar.com

**BILL OF ASSURANCE
FOR THE CITY OF FAYETTEVILLE, ARKANSAS**

In order to attempt to obtain approval of a request for a zoning reclassification, the owner, developer, or buyer of Falling Waters, LLC, 35.31 acres, (hereinafter "Petitioner") Falling Waters, LLC, hereby voluntarily offers this Bill of Assurance and enters into this binding agreement and contract with the City of Fayetteville, Arkansas.

The Petitioner expressly grants to the City of Fayetteville the right to enforce any and all of the terms of this Bill of Assurance in the Circuit Court of Washington County and agrees that if Petitioner or Petitioner's heirs, assigns, or successors violate any term of this Bill of Assurance, **substantial irreparable damage justifying injunctive relief** has been done to the citizens and City of Fayetteville, Arkansas. The Petitioner acknowledges that the Fayetteville Planning Commission and the Fayetteville City Council will **reasonable rely** upon all of the terms and conditions within this Bill of Assurance in considering whether to approve Petitioner's rezoning request to RSF-2.

Petitioner hereby voluntarily offers assurances that Petitioner and Petitioner's property shall be restricted as follows **IF** Petitioner's rezoning is approved by the Fayetteville City Council:

1. The Petitioner's property shall be limited to: 51 lots within the rezoned acreage.
2. All construction traffic shall access this 35.31 acre Falling Waters from the entry point at Dead Horse mountain Road.
3. Petitioner specifically agrees that all such restrictions and terms shall **run with the land** and bind all future owners unless and until specifically released by Resolution of the Fayetteville City Council. This Bill of Assurance shall be filed for record in the Washington County Circuit Clerk's Office after Petitioner's rezoning is effective and shall be noted on any Final Plat or Large Scale Development which includes some or all of Petitioner's property.

IN WITNESS WHEREOF and in agreement with all the terms and conditions stated above, Falling Waters, LLC, as the owner, developer or buyer (Petitioner) **voluntarily offer** all such assurances and sign my name below.

5-10-2016

Date

Falling Waters, LLC



Managing Member of Carlton Holdings,
LLC, which is a member of Falling Water,
LLC

2826 Joyce Blvd.
Fayetteville, AR 72703

Address

NOTARY OATH

STATE OF ARKANSAS }
 }
COUNTY OF WASHINGTON } .ss
 }

And now on this the 10 day of MAY, 2016, appeared before me,
Jake C. Helton, a Notary Public, and after being placed upon his/her oath swore
or affirmed that he/she agreed with the terms of the above Bill of Assurance and signed his/her
name above.

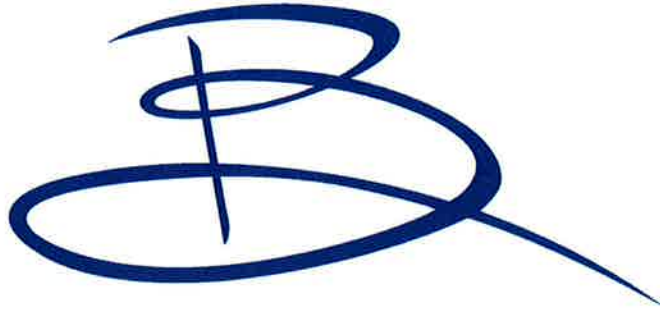


NOTARY PUBLIC

My Commission Expires:

10-10-18

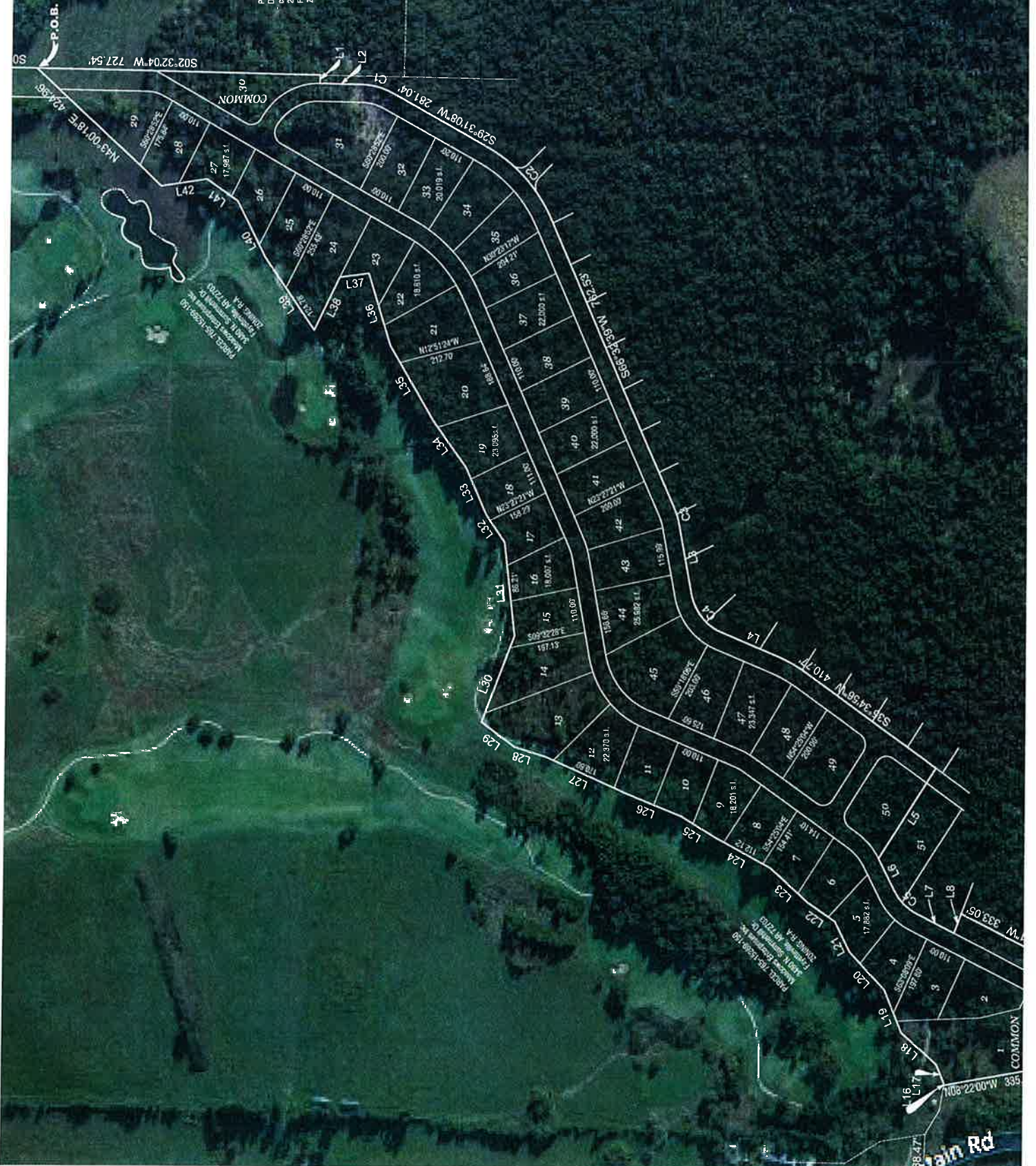




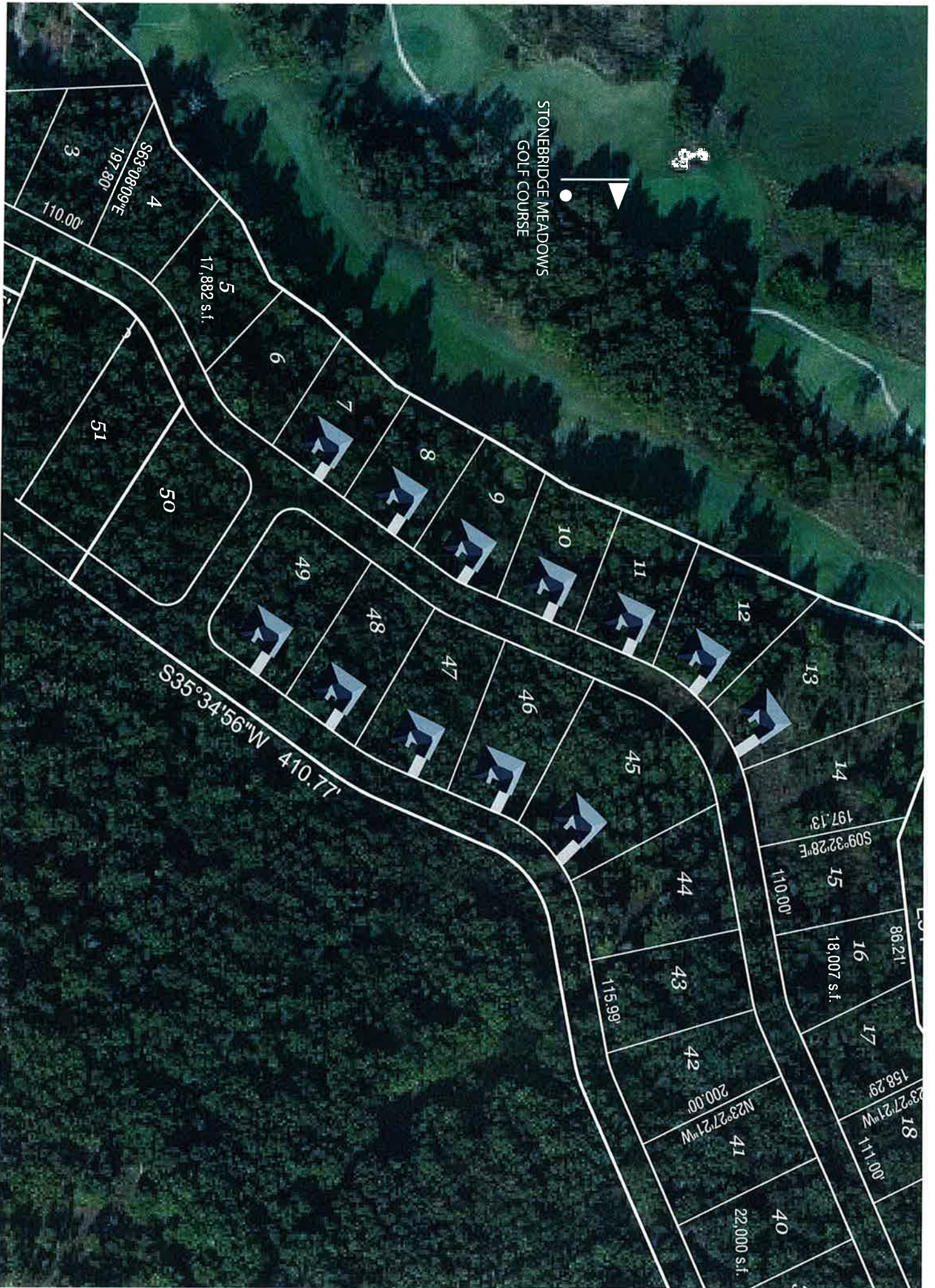
BUFFINGTON HOMES
OF ARKANSAS

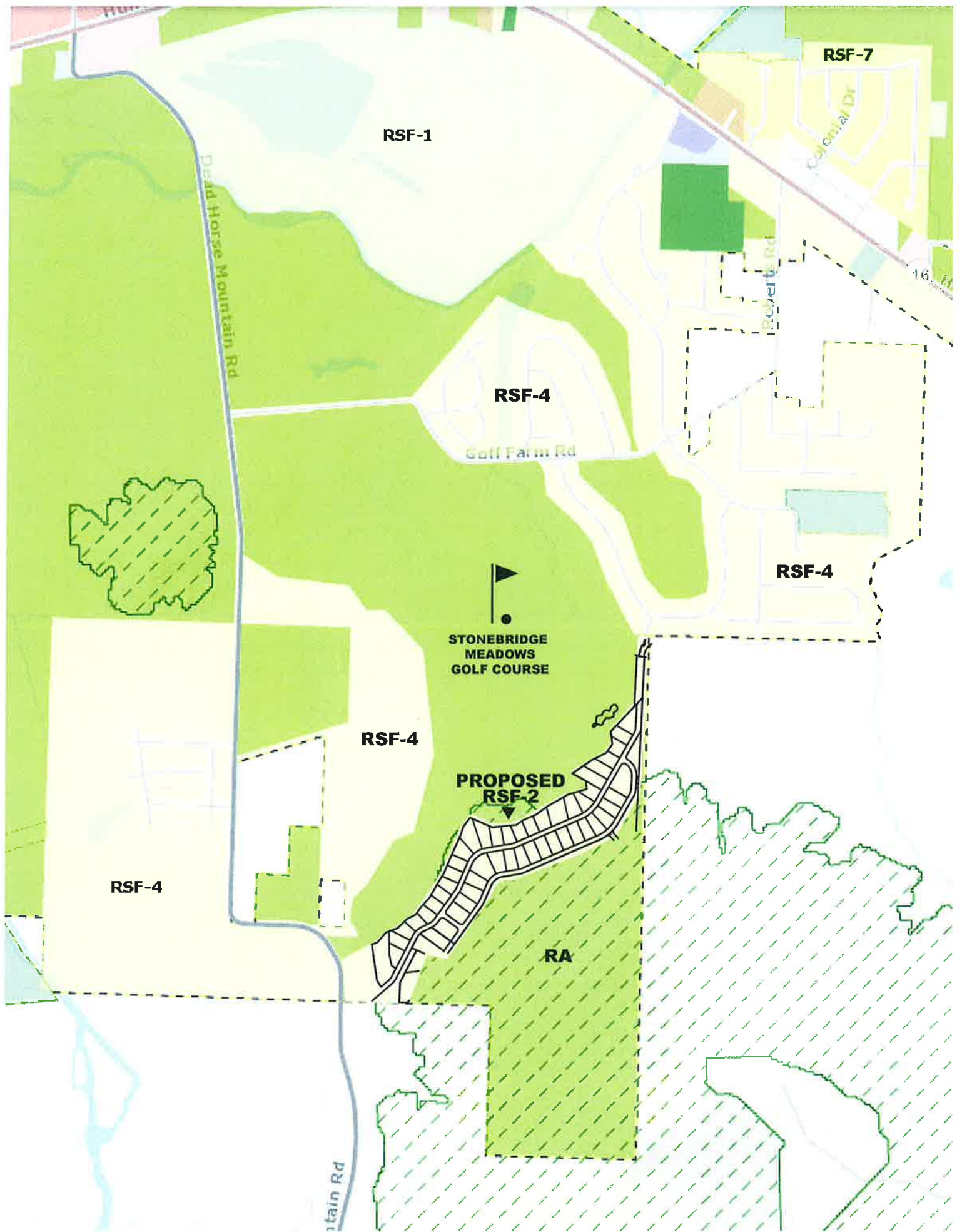
Details Make The Difference

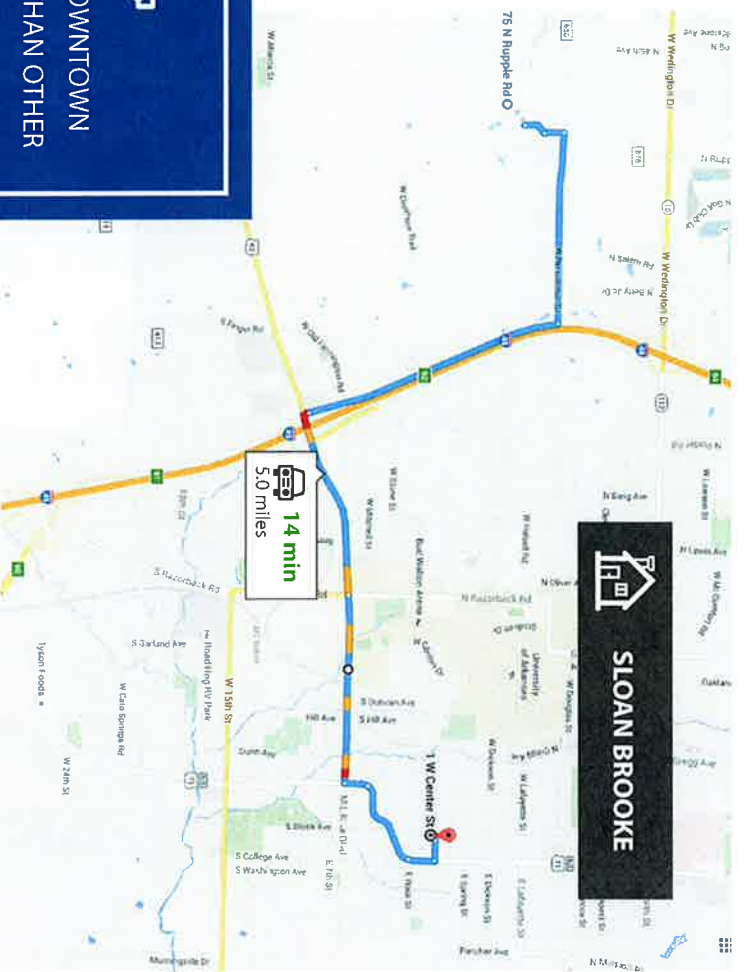
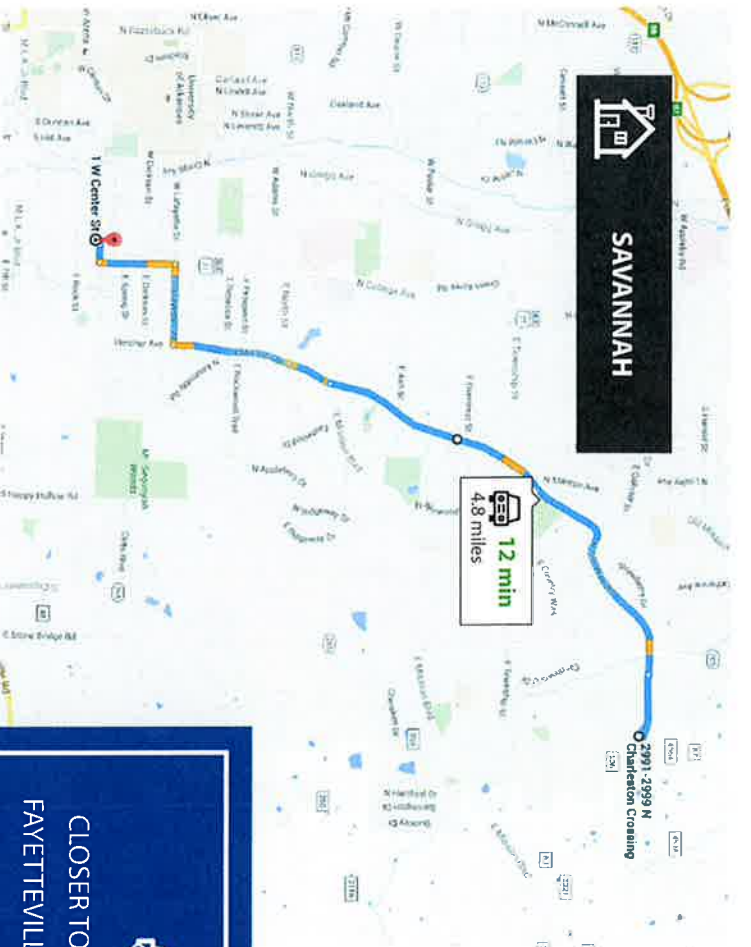
PARCEL 001-1022-000
500 N. Highway 100
2765 Rural Lane
Fayetteville, AR 72701
Zoning: Rural



STONEBRIDGE MEADOWS
GOLF COURSE

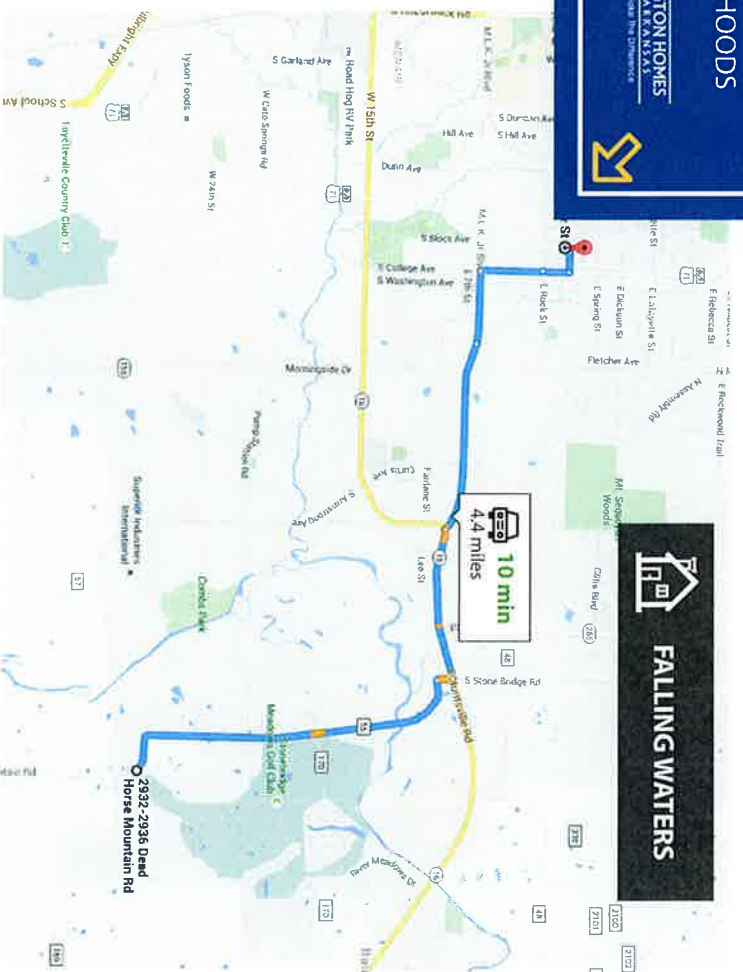






CLOSER TO DOWNTOWN
FAYETTEVILLE THAN OTHER
NEIGHBORHOODS

BUFFINGTON HOMES
OF ARKANSAS
Drive to make the difference



City of Fayetteville Staff Review Form

2016-0248

Legistar File ID

5/17/2016

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jeremy Pate

5/6/2016

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN 16-5385: Rezone (SOUTH OF PUMPKIN RIDGE DR./FALLING WATERS, 646): Submitted by JORGENSEN & ASSOCIATES, INC. for properties SOUTH OF PUMPKIN RIDGE RD. The properties are zoned R-A, RESIDENTIAL AGRICULTURAL and contain approximately 35.31 acres. The request is to rezone the property to RSF-2, RESIDENTIAL SINGLE FAMILY, 2 UNITS PER ACRE, subject to a Bill of Assurance.

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 MAY 17, 2016

TO: Mayor, Fayetteville City Council

THRU: Andrew Garner, City Planning Director

FROM: Quin Thompson, Current Planner

DATE: May 6, 2016

SUBJECT: **RZN 16-5385: Rezone (SOUTH OF PUMPKIN RIDGE DR./FALLING WATERS, 646):** Submitted by JORGENSEN & ASSOCIATES, INC. for properties SOUTH OF PUMPKIN RIDGE RD. The properties are zoned R-A, RESIDENTIAL AGRICULTURAL and contain approximately 35.31 acres. The request is to rezone the property to RSF-2, RESIDENTIAL SINGLE FAMILY, 2 UNITS PER ACRE, subject to a Bill of Assurance. Planner: Quin Thompson

RECOMMENDATION:

The Planning Commission and staff recommend denial of an ordinance to rezone the property to RSF-2, Residential Single-Family, subject to a Bill of Assurance, as shown in the attached Exhibit 'A' , 'B' and 'C'. The applicant has appealed the Planning Commission's decision to the City Council. The City Planning Division recommends denial of the request.

BACKGROUND:

The subject property is located south of Stonebridge Meadows Subdivision and golf course, approximately 400 feet south of Pumpkin Ridge Drive. With the exception of areas of linear clearing, the site is heavily wooded with much of the property located within the Hillside/Hilltop Overlay District.

The property was previously zoned for a Residential Planned Zoning District, Falling Waters. The project was approved in 2005 for the development of 258 residential lots with a density of approximately 2 units per acre over 137 acres. The property was never developed and the development rights expired. City staff brought forward several rezoning requests in 2011 to address many of the expired PZD developments, including the expired Falling Waters project. Staff recommended and the Planning Commission and City Council approved rezoning the property to R-A, Residential Agricultural.

In 2015, the property owner requested to rezone approximately 17.4 acres of the site from R-A, Residential Agricultural to RSF-2, Residential Single-family, 2 units per acre. The Planning Commission denied the request. The applicant appealed the decision to City Council, where the rezoning was denied.

Request: The applicant is once again requesting to rezone the property to RSF-2, subject to a Bill of Assurance. The Bill of Assurance would limit development of the property to 51 single family lots.

Land Use compatibility: The proposed rezoning is not consistent with land use planning objectives, policies or land use plans. The property is located at the edge of the City and with the exception of the Stonebridge Meadows neighborhood 400 feet to the north, the property is surrounded by large agricultural and forested properties. In staff's opinion, introducing more suburban development in this area is incompatible with the prevailing land use in the area.

Land Use plan analysis: Further, this area of the City is designated as a Rural Residential Area, which are classified in order to preserve woodlands and agricultural lands. Rezoning the property to RSF-2 would allow suburban densities along a wooded hillside that is now envisioned to remain rural. This rezoning is in opposition to the City's adopted land use policies and planning objectives.

DISCUSSION:

On April 25, 2016 the Planning Commission denied the applicant's request for a rezoning to RSF-2 with a vote of 7-2-0. Commissioners Noble and Hoskins voted 'No'.

BUDGET/STAFF IMPACT:

N/A

Attachments:

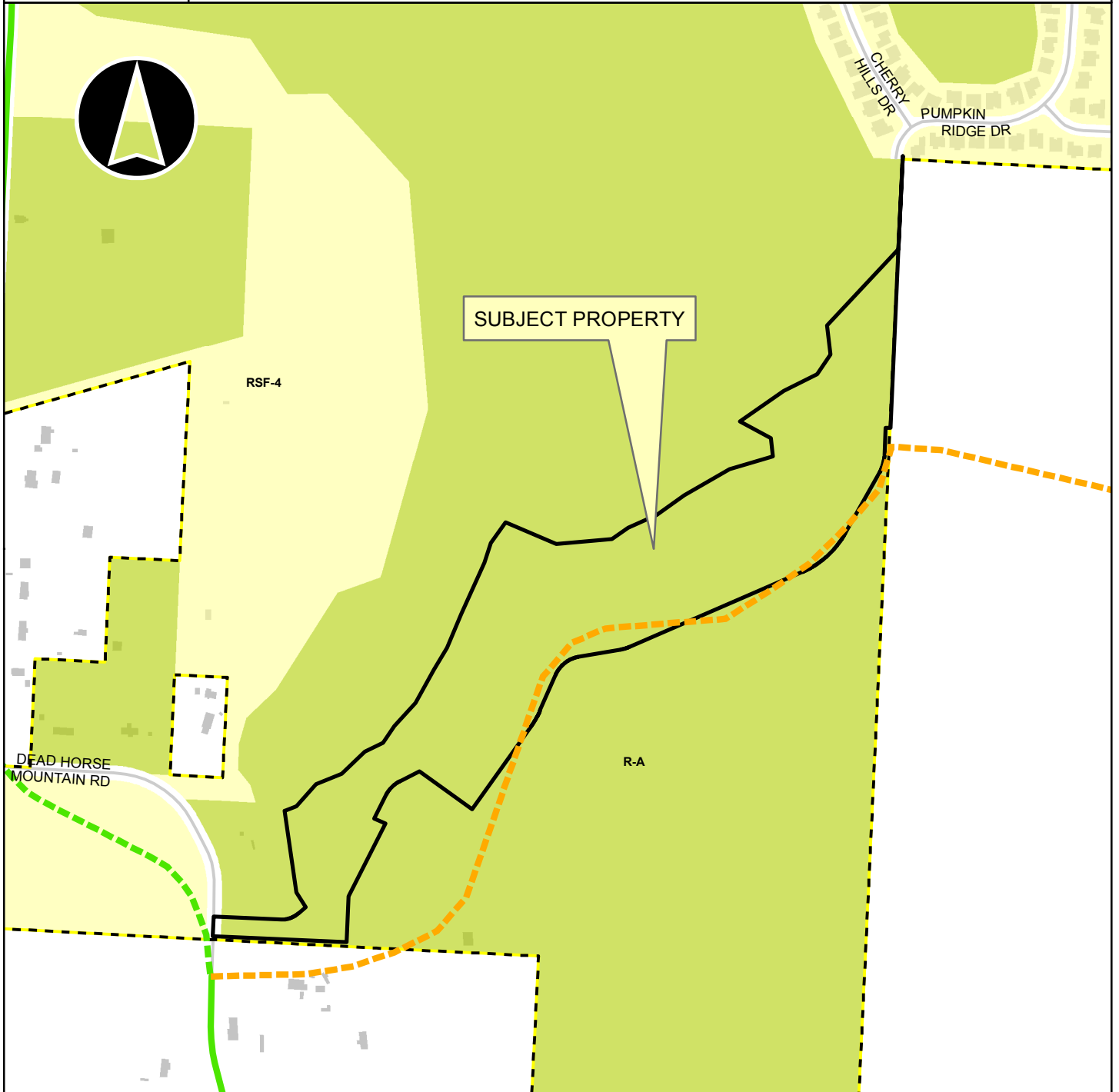
- Exhibit A
- Exhibit B
- Application
- Planning Commission Staff Report

16-5385
EXHIBIT 'A'

RZN 16-5385

Close Up View

FALLING WATERS



Legend

- RZN16-5385
- Fayetteville City Limits
- Footprints 2010
- Design Overlay District
- Planning Area

0 250 500 1,000 1,500 2,000 Feet

EXHIBIT 'B'

FALLING WATERS REZONING LEGAL DESCRIPTION:

A part of the NE1/4 of Section 25, T16N, R30W in Washington County, Arkansas, and being described as follows: Commencing at the NE Corner of said Section 25, thence S02°32'04"W 376.66 feet to the POINT OF BEGINNING; thence S02°32'04"W 727.54 feet, thence N87°27'56"W 20.00 feet, thence S02°32'04"W 108.23 feet, thence along a curve to the right 80.77 feet, said curve having a radius of 171.50 feet and a chord bearing and distance of S16°01'36"W 80.03 feet, thence S29°31'08"W 281.04 feet, thence along a curve to the right 240.07 feet, said curve having a radius of 371.50 feet and a chord bearing and distance of S48°01'53"W 235.91 feet, thence S66°32'39"W 762.53 feet, thence along a curve to the right 41.65 feet, said curve having a radius of 171.50 feet and a chord bearing and distance of S73°30'05"W 41.55 feet, thence S80°27'32"W 167.81 feet, thence along a curve to the left 127.89 feet, said curve having a radius of 128.50 feet and a chord bearing and distance of S51°56'51"W 122.67 feet, thence S23°26'09"W 154.23 feet, thence along a curve to the right 78.75 feet, said curve having a radius of 371.50 feet and a chord bearing and distance of S29°30'32"W 78.61 feet, thence S35°34'56"W 410.77 feet, thence N54°25'04"W 262.27 feet, thence S63°29'25"W 87.30 feet, thence along a curve to the left 82.15 feet, said curve having a radius of 128.53 feet and a chord bearing and distance of S45°10'45"W 80.76 feet, thence S26°51'51"W 106.95 feet, thence S66°44'11"E 50.10 feet, thence S26°51'51"W 333.05 feet, thence S02°31'02"W 184.33 feet, thence N87°28'58"W 543.25 feet, thence N02°08'59"E 78.37 feet, thence S87°30'44"E 274.66 feet, thence along a curve to the left 76.87 feet, said curve having a radius of 100.00 feet and a chord bearing and distance of N70°27'57"E 74.99 feet, thence N48°26'39"E 38.91 feet, thence N31°54'00"W 71.49 feet, thence N08°22'00"W 335.71 feet, thence S78°20'01"E 2.44 feet, thence N68°41'50"E 50.69 feet, thence N41°05'19"E 119.42 feet, thence N68°18'59"E 111.78 feet, thence N46°46'09"E 129.81 feet, thence N63°34'51"E 81.77 feet, thence N34°16'15"E 82.98 feet, thence N42°15'31"E 127.02 feet, thence N29°04'45"E 153.99 feet, thence N31°30'14"E 104.87 feet, thence N22°36'15"E 149.96 feet, thence N24°08'06"E 226.37 feet, thence N17°42'30"E 85.55 feet, thence N36°36'49"E 103.73 feet, thence S66°41'34"E 223.03 feet, thence N84°34'52"E 226.46 feet, thence N55°22'35"E 80.92 feet, thence N66°22'11"E 126.81 feet, thence N54°30'16"E 137.60 feet, thence N60°05'50"E 212.34 feet, thence N73°33'08"E 182.83 feet, thence N05°40'12"W 74.86 feet, thence N61°27'21"W 143.18 feet, thence N55°13'12"E 216.60 feet, thence N63°06'08"E 152.12 feet, thence N34°51'53"E 95.96 feet, thence N06°44'08"W 119.49 feet, thence N43°00'18"E 424.96 feet to the POINT OF BEGINNING: Containing 35.31 acres more or less subject to easements and right of way of record.

16-5385
EXHIBIT 'C'

BILL OF ASSURANCE
FOR THE CITY OF FAYETTEVILLE, ARKANSAS

In order to attempt to obtain approval of a request for a zoning reclassification, the owner, developer, or buyer of Falling Waters, LLC, 35.31 acres, (hereinafter "Petitioner") Falling Waters, LLC, hereby voluntarily offers this Bill of Assurance and enters into this binding agreement and contract with the City of Fayetteville, Arkansas.

The Petitioner expressly grants to the City of Fayetteville the right to enforce any and all of the terms of this Bill of Assurance in the Circuit Court of Washington County and agrees that if Petitioner or Petitioner's heirs, assigns, or successors violate any term of this Bill of Assurance, **substantial irreparable damage justifying injunctive relief** has been done to the citizens and City of Fayetteville, Arkansas. The Petitioner acknowledges that the Fayetteville Planning Commission and the Fayetteville City Council will **reasonable rely** upon all of the terms and conditions within this Bill of Assurance in considering whether to approve Petitioner's rezoning request to RSF-2.

Petitioner hereby voluntarily offers assurances that Petitioner and Petitioner's property shall be restricted as follows **IF** Petitioner's rezoning is approved by the Fayetteville City Council:

1. The Petitioner's property shall be limited to: 50 lots within the rezoned acreage.
2. Petitioner specifically agrees that all such restrictions and terms shall **run with the land** and bind all future owners unless and until specifically released by Resolution of the Fayetteville City Council. This Bill of Assurance shall be filed for record in the Washington County Circuit Clerk's Office after Petitioner's rezoning is effective and shall be noted on any Final Plat or Large Scale Development which includes some or all of Petitioner's property.

IN WITNESS WHEREOF and in agreement with all the terms and conditions stated above, Falling Waters, LLC, as the owner, developer or buyer (Petitioner) **voluntarily offer** all such assurances and sign my name below.

3-24-2016
Date

Falling Waters, LLC

Clay Carlton
Managing Member of Carlton Holdings,
LLC, which is a member of Falling Water,
LLC

P.O. Box 8519
Address
Fayetteville, AR 72703

NOTARY OATH

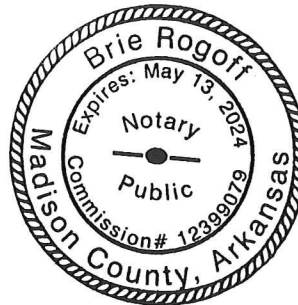
STATE OF ARKANSAS }
 }
COUNTY OF WASHINGTON } .ss

And now on this the 24 day of March, 2016, appeared before me,
Brie Rogoff, a Notary Public, and after being placed upon his/her oath swore
or affirmed that he/she agreed with the terms of the above Bill of Assurance and signed his/her
name above.

Brie Rogoff
NOTARY PUBLIC

My Commission Expires:

May 13 2024



CITY OF FAYETTEVILLE, ARKANSAS

REZONING

FOR STAFF USE ONLY

Date Application Submitted:

Date Accepted as Complete:

Case / Appeal Number:

Public Hearing Date:

FEE: \$325.00

Sign Fee: \$5.00

S-T-R:

PP#:

Zone:

Please fill out this form completely, supplying all necessary information and documentation to support your request.
Your application will not be placed on the Planning Commission agenda until this information is furnished.

Application:

Indicate one contact person for this request: _____ Applicant ☒ Representative

Applicant (person making request):

Name: Falling Waters LLC

Address: PO Box 4034
FAYETTEVILLE, AR 72702

E-mail: _____

Phone: _____
() _____
() _____

Fax: _____
() _____

Representative (engineer, surveyor, realtor, etc.):

Name: _____

JORGENSEN & ASSOCIATES, INC.
ENGINEERS & SURVEYORS
Address: 124 W. SUNBRIDGE DRIVE, SUITE 5
FAYETTEVILLE, AR 72703

E-mail: justin@jorgensenassoc.com

Phone: _____
() AAZ-9127
() _____

Fax: _____
() _____

Site Address / Location: South of Stonebridge Golf Course
(FALLING WATERS)

Current Zoning District: R-A

Requested Zoning District: RSFZ

Assessor's Parcel Number(s) for subject property: 765-15269-100, 800, 200 & 900

FINANCIAL INTERESTS

The following entities and / or people have financial interest in this project:

APPLICANT / REPRESENTATIVE: I certify under penalty of perjury that the foregoing statements and answers herein made all data, information, and evidence herewith submitted are in all respects, to the best of my knowledge and belief, true and correct. I understand that submittal of incorrect or false information is grounds for invalidation of application completeness, determination, or approval. I understand that the City might not approve what I am applying for, or might set conditions on approval.

Name (printed):

David J. Jorgensen

Date: 3/16/16

Signature:

[Signature]

PROPERTY OWNER(S) / AUTHORIZED AGENT: I/we certify under penalty of perjury that I am/we are the owner(s) of the property that is the subject of this application and that I/we have read this application and consent to its filing. (If signed by the authorized agent, a letter from each property owner must be provided indicating that the agent is authorized to act on his/her behalf.)

Property Owners of Record (attach additional info if necessary):

Name (printed):

Falling Waters, LLC

Address:

Signature:

W.D. Zabrada, member

Date:

3/15/2016

Phone:

()

Name (printed):

Address:

Signature:

Phone:

Date:

()

Rezoning Checklist:

Attach the following items to this application:

- (1) Payment in full of applicable fees for processing the application:
 - \$325.00 application fee
 - \$5.00 public notification sign fee
- (2) A legal description of the property to be rezoned. A survey may be required if the property description can not accurately be platted or if it is described by referring to other deeds.
- (3) CD containing a copy of the legal description in MS Word and all required submittal items should be also included on the CD in PDF format.
- (4) A copy of the county parcel map from the Washington County Assessor's office or from the Washington County website (www.co.washington.ar.us). The subject property and all adjacent parcels should be identified on this parcel map. The owner's name, official mailing address, and the parcel number for every adjacent property shall be shown on this map.

PLANNING COMMISSION MEMO

TO: City of Fayetteville Planning Commission

THRU: Andrew Garner, City Planning Director

FROM: Quin Thompson, Current Planner

MEETING DATE: ~~April 25, 2016~~ **UPDATED 4-26-2016**

SUBJECT: **RZN 16-5385: Rezone (SOUTH OF PUMPKIN RIDGE DR./FALLING WATERS, 646):** Submitted by JORGENSEN & ASSOCIATES, INC. for properties SOUTH OF PUMPKIN RIDGE RD. The properties are zoned R-A, RESIDENTIAL AGRICULTURAL and contain approximately 35.31 acres. The request is to rezone the property to RSF-2, RESIDENTIAL SINGLE FAMILY, 2 UNITS PER ACRE, subject to a Bill of Assurance.

RECOMMENDATION: Staff recommends denial of **RZN 16-5385**.

BACKGROUND: The subject property is located south of Stonebridge Meadows Subdivision and golf course, approximately 400 feet south of Pumpkin Ridge Drive. With the exception of areas of linear clearing, the site is heavily wooded with much of the property located within the Hillside/Hilltop Overlay District.

The property was previously zoned for a Residential Planned Zoning District, Falling Waters. The project was approved in 2005 for the development of 258 residential lots with a density of approximately 2 units per acre over 137 acres. The property was never developed and the development rights expired. City staff brought forward several rezoning requests in 2011 to address many of the expired PZD developments, including the expired Falling Waters project. Staff recommended and the Planning Commission and City Council approved rezoning the property to R-A, Residential Agricultural.

In 2015, the property owner requested to rezone approximately 17.4 acres of the site from R-A, Residential Agricultural to RSF-2, Residential Single-family, 2 units per acre. The Planning Commission denied the request. The applicant appealed the decision to City Council, where the rezoning was denied. Surrounding land use and zoning is depicted on *Table 1*.

Table 1 : Surrounding Land Use and Zoning

Direction from Site	Land Use	Zoning
North	Golf Course	R-A, Residential Agricultural
South	Undeveloped	R-A, Residential Agricultural
East	Undeveloped	Washington County
West	Undeveloped	R-A, Residential Agricultural

Request: The property owner is requesting to rezone the property from R-A, Residential Agricultural to RSF-2, Residential Single-family, 2 units per acre subject to a Bill of Assurance.

The applicant's proposed Bill of Assurance would limit the subject area to a maximum of 51 single-family lots. The allowable density would be approximately 1.4 units per acre.

Public Comment: Staff has not received public comment.

INFRASTRUCTURE:

Streets: The subject parcel has access to Dead Horse Mountain Road and the stub out of Pumpkin Ridge Drive. Dead Horse Mountain Road is unimproved with open ditches, no sidewalk, curbing or storm drainage. Any further street improvements would be determined at time of development.

Water: Public water is available to the site. An 8" water main stubs out to the northeast corner of this area at the end of Pumpkin Ridge Drive. A 6" water main also exists in the Dead Horse Mountain Road right of way.

Sewer: Public sewer is available to the site. An 8" sewer main stubs out to the northeast corner of this area at the end of Pumpkin Ridge Drive. An 8" sewer main also exists in the Dead Horse Mountain Road right of way.

Drainage: Any additional improvements or requirements for drainage would be determined at time of development. No portions of this parcel lie within the FEMA designated 100-yr floodplain. No protected streams are present on this parcel. Some portions of this parcel lie within the HHOD, and GIS does indicate some areas of 15% or greater slope.

Fire: This development will be protected by Ladder 3 located at 1050 S. Happy Hollow Road. It is 2.9 miles from the station with an anticipated response time of 6 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 2025 FUTURE LAND USE PLAN: *City Plan 2030 Future Land Use Plan designates this site as a **Rural Residential Area**. These areas recognize existing low-density, large lot residential development, but are identified to encourage the conservation and preservation of woodlands, grasslands, or agricultural lands that are sparsely settled. They may not have adequate street and water infrastructure or public services, such as police and fire, to support urban or suburban densities and development patterns, nor should these services be expanded to accommodate further growth unless they are in line with the following guiding principles:*

- a. Allow and encourage historical agricultural and related uses to continue and to occur as permanent land uses within planned developments.
- b. If developed, encourage alternative development patterns, such as conservation or cluster development types, to achieve compatibility with surrounding rural areas.

- c. Foster a culture that supports local food production on a variety of scales.
- d. Encourage, preserve and protect viable agribusinesses such as orchards, berry farms and small scale produce-yielding businesses that provide goods for the local market.

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: **Land Use compatibility: The proposed rezoning is not consistent with land use planning objectives, policies or land use plans. The property is located at the edge of the City and with the exception of the Stonebridge Meadows neighborhood 400 feet to the north, the property is surrounded by large agricultural and forested properties. In staff's opinion, introducing more suburban development in this area is incompatible with the prevailing land use in the area.**

Land Use plan analysis: Further, this area of the City is designated as a Rural Residential Area, which are classified in order to preserve woodlands and agricultural lands. Much of this area had been previously designated as a residential area, which encourages urban and suburban development, but the City Council adopted a rural designation for the area in 2011 with the adoption of City Plan 2030. This is a critical change from previous recommendations and policies decisions. Rezoning the property to RSF-2 would allow suburban densities along a wooded hillside that is now envisioned to remain rural. This rezoning is in opposition to the City's adopted land use policies and planning objectives.

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 zoning request is not needed or justified. The property is currently zoned to allow 2-acre residential lots, which provides development rights that are more compatible with adjacent properties than 17,860 square foot lots. However, neither zoning scenario may actually result in less public infrastructure to be maintained. Larger lots, though, could allow the use of individual septic systems. These systems would be maintained by the property owners instead of a publically maintained sewer line at a great cost compared to the number of residents served. Therefore, from a long-term cost analysis, there is a possible savings to the public.**

In addition to development costs, there is a general policy decision that will be made in this case. Should the City encourage more development at the periphery of the City, or should existing development rights be maintained? Unfortunately, there isn't an absolute answer. Each property and area of the City is unique and therefore different responses are expected. In this case the property is clearly in a predominantly rural area. Increasing the density

of this property will only encourage more development on the edge of the City and set a new policy for development in southeast Fayetteville.

One final reason to not rezone the property to RSF-2 is that there are other development options available, should the City Council determine that increased density in this area is desired. A conservation subdivision or cluster development could result in the same number of dwelling units while also:

- Reducing short-term infrastructure costs.
- Reducing long-term maintenance costs.
- Increasing tree preservation.
- Preserving natural woodlands.
- Preserving animal habitat.
- Reducing soil erosion.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: Rezoning the property to RSF-2 will allow a maximum of 51 residential lots with the Bill of Assurance. It's unlikely that this number of houses would appreciably increase traffic congestion or traffic danger, however the number of lots may exceed fire code limitations for sub-divisions with only one street access.

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 to RSF-2 will not undesirably increase the load on public services, such as schools, or water and sewer facilities. However, the property in question is estimated to have a response time for fire and/or emergency services of 6 minutes, which is at the outside limit of the City's goals to respond to citizen calls for service.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:
 - a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
 - b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

RECOMMENDATION: Staff recommends denial **RZN 16-5385** based on the findings discussed throughout this report.

BUDGET/STAFF IMPACT:

None

PLANNING COMMISSION ACTION:	Required	<u>YES</u>
Date: <u>April 25, 2016</u>	☐ Tabled	☐ Forwarded ☒ Denied
Motion: HOFFMAN, MOTION TO DENY THE REQUEST.		
Second: THURMOND-QUINLAN		
Vote: 7-2-0, WITH HOSKINS AND NOBLE VOTING 'NO'		
CITY COUNCIL ACTION:	Required	<u>YES</u>
Date: <u>May 17, 2016</u>	☐ Approved	☐ Denied

Attachments:

- Unified Development Code sections 161.03 & 161.06
- City Fire Department comment
- Request Letter
- Bill of Assurance
- One Mile Map
- Close Up Map
- Current Land Use Map
- Future Land Use Map

161.03 District R-A, Residential-Agricultural

(A) *Purposes.* The regulations of the agricultural district are designed to protect agricultural land until an orderly transition to urban development has been accomplished; prevent wasteful scattering of development in rural areas; obtain economy of public funds in the providing of public improvements and services of orderly growth; conserve the tax base; provide opportunity for affordable housing, increase scenic attractiveness; and conserve open space.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 6	Agriculture
Unit 7	Animal husbandry
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 37	Manufactured homes
Unit 41	Accessory dwellings
Unit 43	Animal boarding and training

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 20	Commercial recreation, large sites
Unit 24	Home occupations
Unit 35	Outdoor Music Establishments
Unit 36	Wireless communications facilities
Unit 42	Clean technologies

(C) *Density.*

Units per acre	One-half
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(D) *Bulk and area regulations.*

Lot width minimum	200 ft.
Lot Area Minimum:	
Residential:	2 acres
Nonresidential:	2 acres
Lot area per dwelling unit	2 acres

E) *Setback requirements.*

Front	Side	Rear
35 ft.	20 ft.	35 ft.

(F) *Height requirements.* There shall be no maximum height limits in the A-1 District, provided, however, that any building which exceeds the height of 15 feet shall be setback from any boundary line of any residential district a distance of 1.0 foot for each foot of height in excess of 15 feet. Such setbacks shall be measured from the required setback lines.

(G) *Building area.* None.

(Code 1965, App. A., Art. 5(1); Ord. No. 1747, 6-29-70; Code 1991, §160.030; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 5028, 6-19-07; Ord. 5128, 4-15-08; Ord. 5195, 11-6-08; Ord. 5238, 5-5-09; Ord. 5479, 2-7-12)

161.06 District RSF-2, Residential Single-Family – Two Units Per Acre

(Code 1991, §160.045; 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. 5462, 12-6-11)

(A) *Purpose.* To provide a single-family dwelling transition zone between single-family neighborhoods that have developed with larger lot sizes (one acre and over) and areas that have developed with smaller lot sizes (8,000 sq. ft.), and to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(C) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings

(D) *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 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cottage Housing Development

(E) *Density.*

Units per acre	2
----------------	---

(F) *Bulk and area regulations.*

Lot width minimum	100 ft.
Lot area minimum	17,860 Sq. Ft.
Land area per dwelling unit	17,860 Sq. Ft.

(G) *Setback requirements.*

Front	Side	Rear
30 ft.	15 ft.	30 ft.

(H) *Building height regulations.*

Building Height Maximum	45 ft.
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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).

(I) *Building area.* None.



The City of Fayetteville Fire Department
303 W. Center St. Fayetteville, AR. 72701

Phone (479) 575-8365

Fax (479) 575-0471

To: Jesse Fulcher, Jorgensen and Associates
From: Jeremy Ashley, Assistant Fire Marshal
Date: March 16, 2015
Re: RZN 15-5004

This development will be protected by Ladder 3 located at 1050 S. Happy Hollow Rd. It is 2.9 miles from the station with an anticipated response time of 6 minutes to the beginning of the development.

The Fire Department anticipates 6 (4 EMS -2Fire/other) calls for service each year after the development is completed and maximum build-out has occurred. Typically, this type of development usually takes 12 - 18 months, after the development is started, before maximum build-out and the service impact to occur. 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 Jeremy Ashley
Fayetteville Fire Department

Honor, Commitment, Courage;
Our people make the difference!



JORGENSEN
+ASSOCIATES
Civil Engineering + Surveying

124 W Sunbridge Drive, Suite 5
Fayetteville, AR 72703
Office: 479.442.9127
Fax: 479.582.4807
www.jorgensenassoc.com

March 16, 2016

City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701

Attn: Development Services

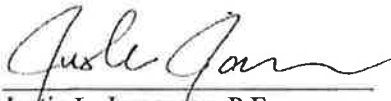
Re: Rezoning for Buffington Homes (Falling Waters)

Attached herewith please find the submittal documents in regards to a rezoning to the property formerly known as the Falling Waters Subdivision. The existing zoning is R-A and the request is to RSF-2 with a bill of assurance that guarantees only 51 singly family lots will be allowed on the proposed rezoning of 35.31 acres. This will guarantee a yield of less than 1.5 units / acre. The proposed rezoning extends from Dead Horse Mountain Rd east to Pumpkin Ridge Rd. The plan is to keep all construction traffic and access off of Dead Horse Mountain to avoid any through traffic to adjacent neighborhoods. If rezoned the new concept will be to put in two new streets with much larger lots (roughly half acre lots) and only have lots on the downhill side of the streets. This will allow for much larger green spaces between the houses and the downhill street. It is also the developers desire to stagger lots to help preserve views to the north. 8" water and sewer lines are stubbed out to this property in Stonebridge Meadows Subd Ph 2 to connect to.

We thank you for your consideration of this proposal and please call with any questions,

Thank you.

Sincerely;


Justin L. Jorgensen, P.E.

BILL OF ASSURANCE FOR THE CITY OF FAYETTEVILLE, ARKANSAS

In order to attempt to obtain approval of a request for a zoning reclassification, the owner, developer, or buyer of Falling Waters, LLC, 35.31 acres, (hereinafter "Petitioner") Falling Waters, LLC, hereby voluntarily offers this Bill of Assurance and enters into this binding agreement and contract with the City of Fayetteville, Arkansas.

The Petitioner expressly grants to the City of Fayetteville the right to enforce any and all of the terms of this Bill of Assurance in the Circuit Court of Washington County and agrees that if Petitioner or Petitioner's heirs, assigns, or successors violate any term of this Bill of Assurance, **substantial irreparable damage justifying injunctive relief** has been done to the citizens and City of Fayetteville, Arkansas. The Petitioner acknowledges that the Fayetteville Planning Commission and the Fayetteville City Council will **reasonable rely** upon all of the terms and conditions within this Bill of Assurance in considering whether to approve Petitioner's rezoning request to RSF-2.

Petitioner hereby voluntarily offers assurances that Petitioner and Petitioner's property shall be restricted as follows **IF** Petitioner's rezoning is approved by the Fayetteville City Council:

1. The Petitioner's property shall be limited to: 50 lots within the rezoned acreage.
2. Petitioner specifically agrees that all such restrictions and terms shall **run with the land** and bind all future owners unless and until specifically released by Resolution of the Fayetteville City Council. This Bill of Assurance shall be filed for record in the Washington County Circuit Clerk's Office after Petitioner's rezoning is effective and shall be noted on any Final Plat or Large Scale Development which includes some or all of Petitioner's property.

IN WITNESS WHEREOF and in agreement with all the terms and conditions stated above, Falling Waters, LLC, as the owner, developer or buyer (Petitioner) **voluntarily offer** all such assurances and sign my name below.

3-24-2016
Date

Falling Waters, LLC

Clay Carlton
Managing Member of Carlton Holdings,
LLC, which is a member of Falling Water,
LLC

P.O. Box 8519
Address
Fayetteville, AR 72703

NOTARY OATH

STATE OF ARKANSAS

}
}
}.SS
}

COUNTY OF WASHINGTON

And now on this the 24 day of March, 2016, appeared before me, Brie Rogoff, a Notary Public, and after being placed upon his/her oath swore or affirmed that he/she agreed with the terms of the above Bill of Assurance and signed his/her name above.


NOTARY PUBLIC

My Commission Expires:

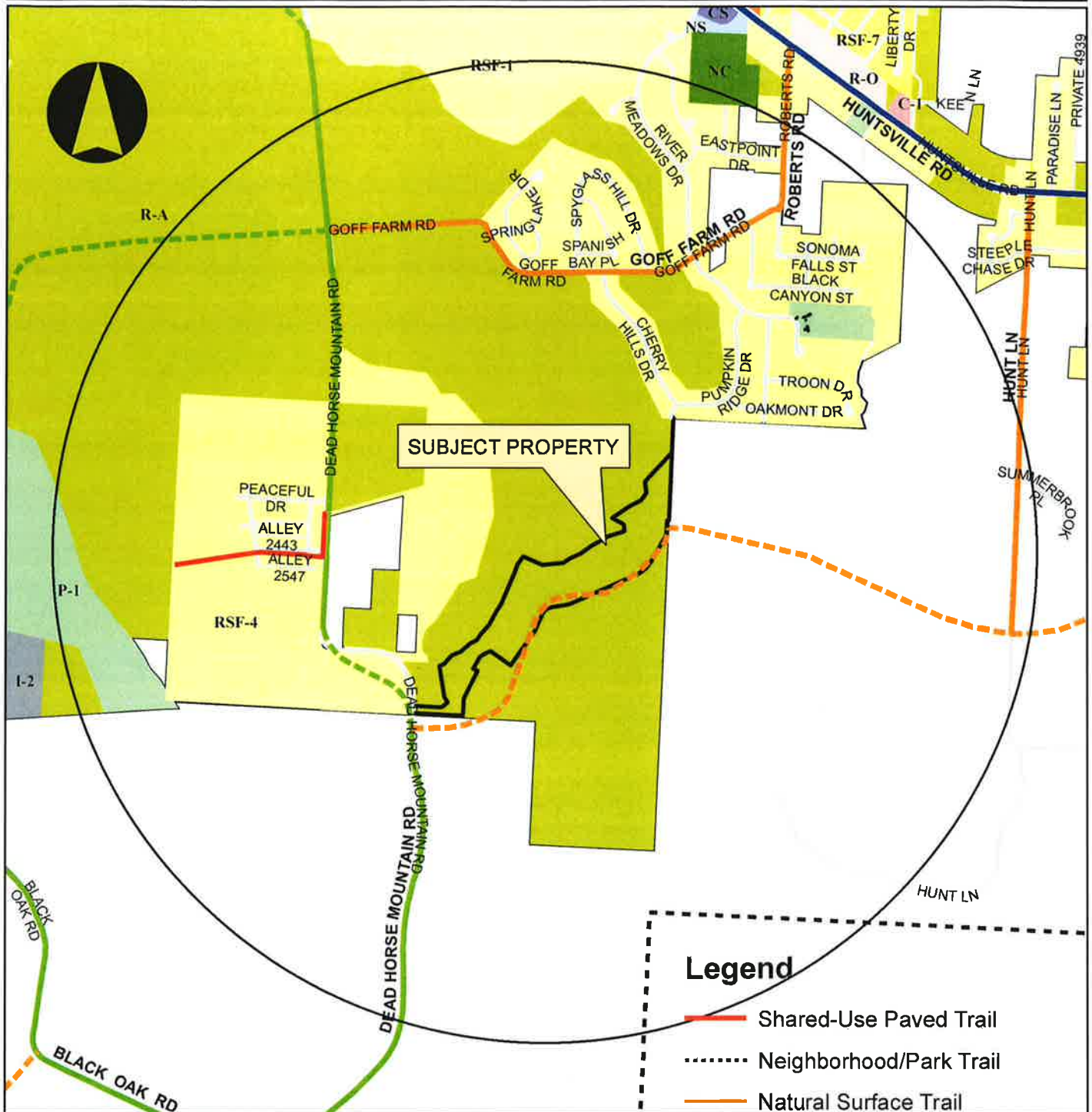
May 13 2024



RZN 16-5385

One Mile View

FALLING WATERS

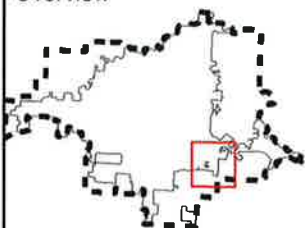


Legend

- Shared-Use Paved Trail
- ⋯ Neighborhood/Park Trail
- Natural Surface Trail

- RZN16-5385
- Design Overlay District
- Planning Area
- Fayetteville

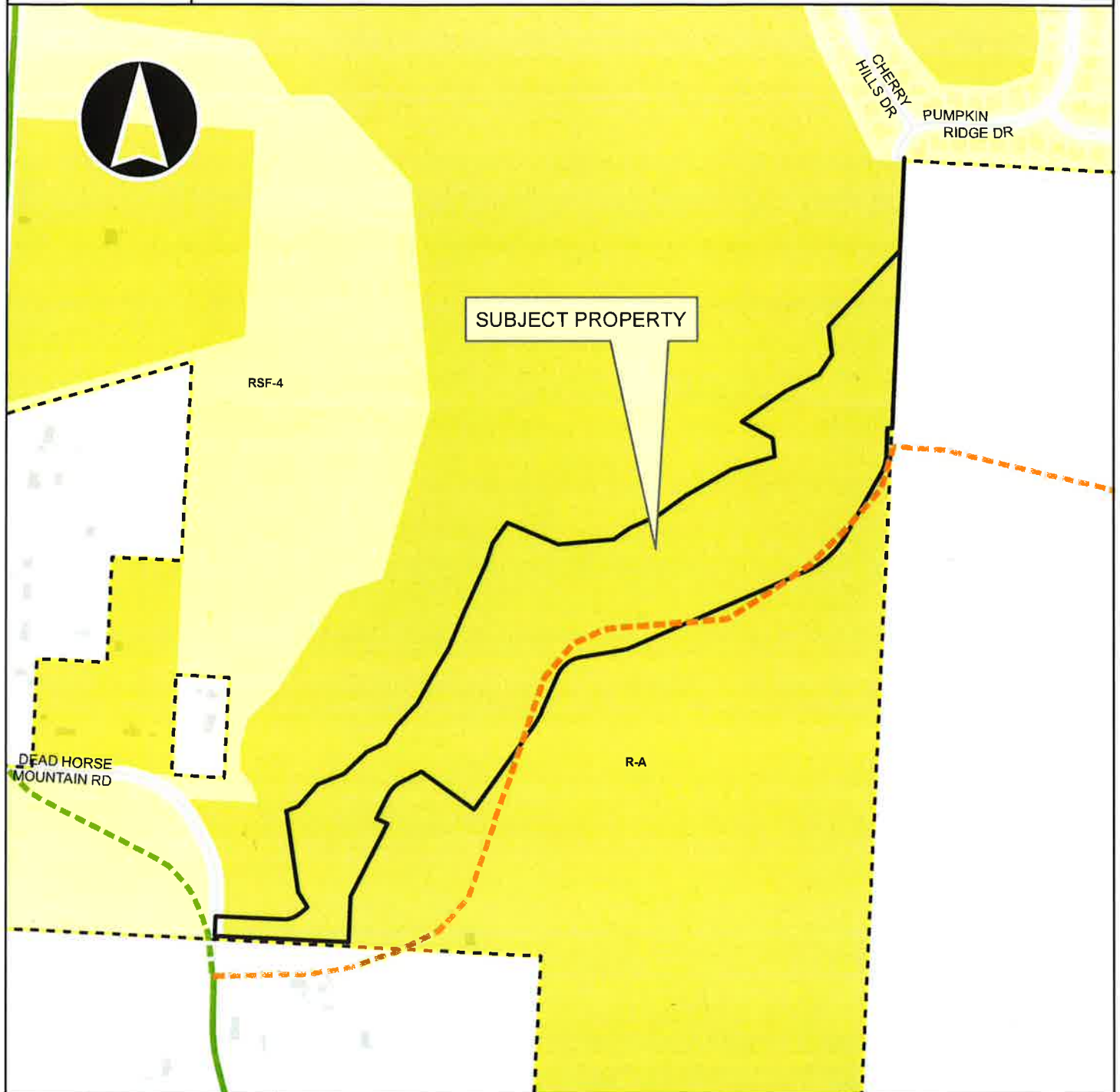
Overview



RZN 16-5385

Close Up View

FALLING WATERS



Legend

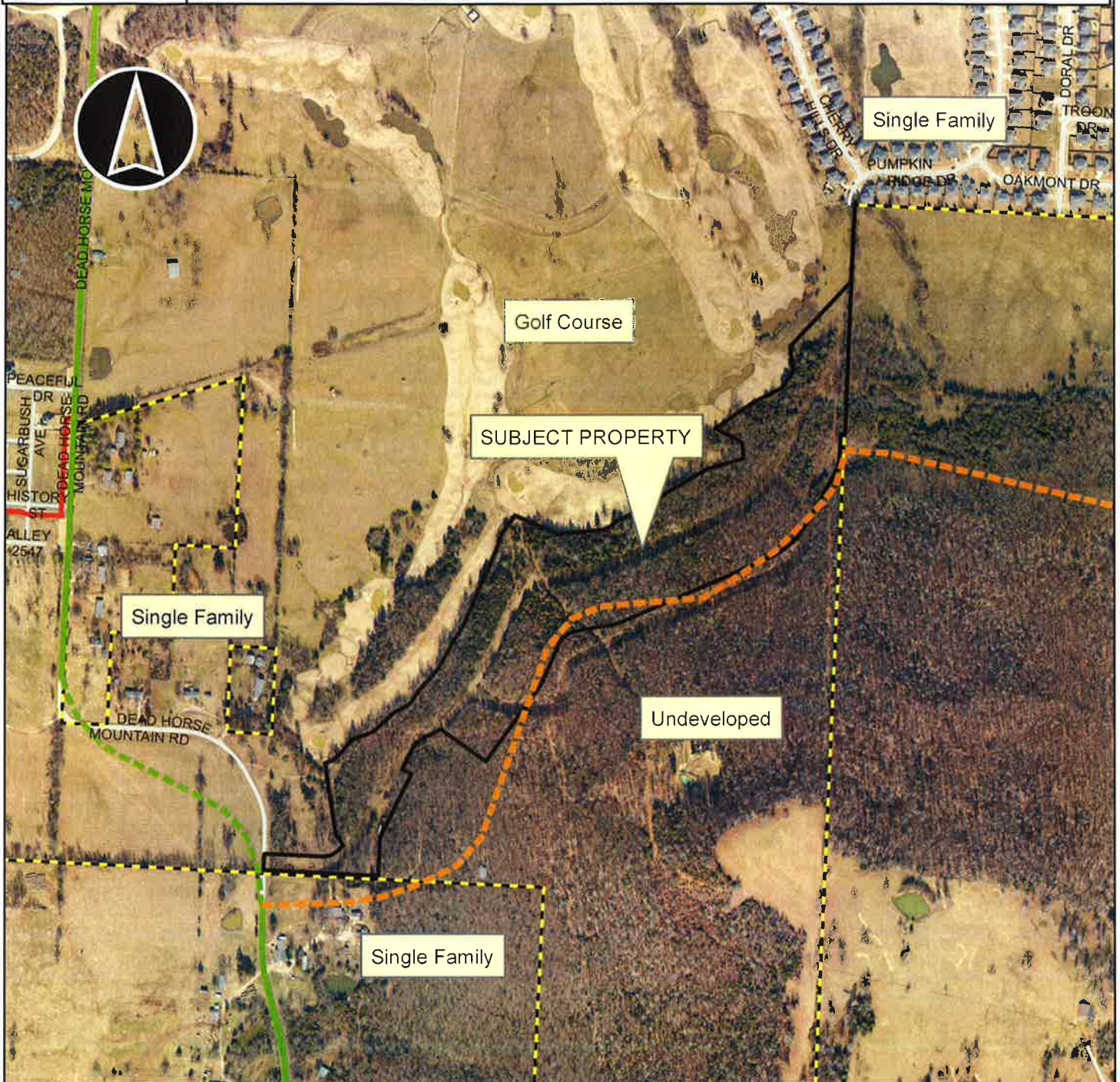
- RZN16-5385
- Fayetteville City Limits
- Footprints 2010
- Design Overlay District
- Planning Area

0 250 500 1,000 1,500 2,000 Feet

RZN 16-5385

Current Land Use

FALLING WATERS



Overview

Legend

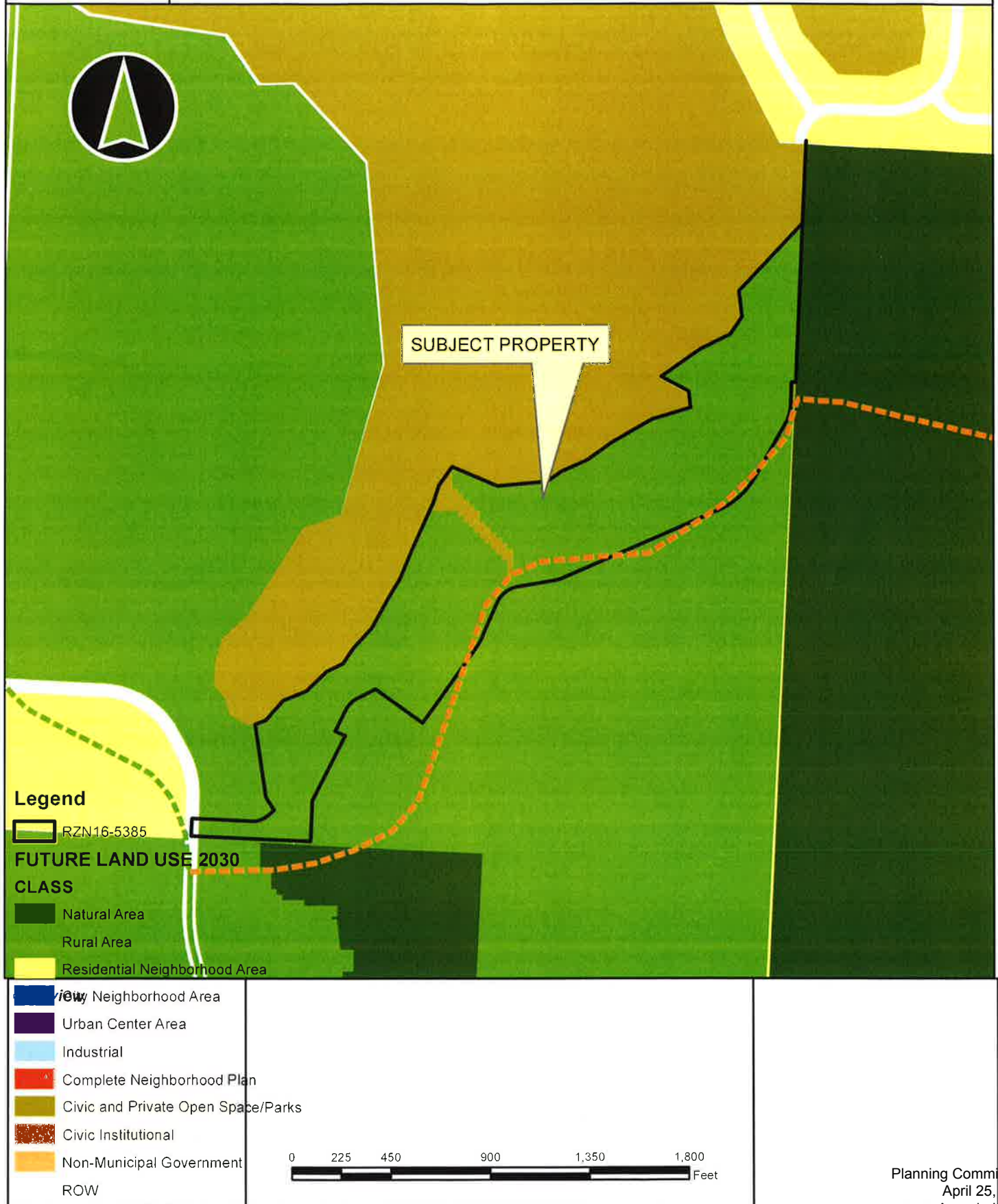
 Fayetteville City Limits

0 150 300 600 900 1,200
Feet

RZN16-5385

Future Land Use

FALLING WATERS





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: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director
Andrew Garner, Planning Director

FROM: Kit Williams, City Attorney

DATE: May 16, 2016

RE: Rezoning May Be Required By Substantial Use Test
Preexisting Non-conforming Use May Be Constitutionally Protected

On May 10, 2016, I authored a memo about how Unified Development Code provisions should be interpreted (copy attached). I had explained to the Planning Commission many times previously (throughout the years) that those provisions “**should be strictly construed in favor of the property owner.**” *W.C. McMinn Co. v. City of Little Rock*, 257 Ark. 442, 516, S.W. 2d 584, 587 (1974) (emphasis added). However, I felt I should provide some additional authority for that requirement and explain this interpretation requirement more fully in a memo.

While reading another case which supported the Little Rock case quoted above, I came across another issue which could have some bearing upon a rezoning request that you will soon need to decide. This issue is actually presented as part of the “widely recognized (doctrine) that a property owner has vested rights in a non-conforming use of his property.” *Blundell v. City of West Helena*, 258 Ark. 123, 522 S.W. 2d 661, 666 (1975). Our Planning Staff and I have been well aware of that concept which is at least partially addressed in the U.D.C.

What I had not realized is that the Arkansas Supreme Court had adopted a “substantial use” test that expands our common concept of a Constitutionally protected preexisting nonconforming use. The Arkansas Supreme Court quoted with approval the Kentucky Court of Appeals description and effect of “substantial use.”

“It would seem, therefore, that **the right to utilize one’s property** for the conduct of a lawful business not inimical to the health, safety, or morals of the community, **becomes entitled to constitutional protection** against otherwise valid legislative restrictions as to locality, or, in other words, becomes ‘vested’ within the full meaning of that term, **when, prior to the enactment of such restrictions, the owner has in good faith substantially entered upon the performance of the series of acts necessary to the accomplishment of the end intended.**” *Id.* (emphasis added).

The Arkansas Supreme Court then announced its own requirements for the substantial use test which would give a property owner the constitutional right to develop at least a portion of his or her property in accordance with regulations in existence when the owner began substantial infrastructure investments needed to build his or her project.

“**The substantial use test requires that the steps taken toward implementation be of a substantial nature or involve substantial investment or substantial obligations on the part of the owner.**” *Id.* at 667. (emphasis added).

The Arkansas Supreme Court then held that the property owner of the partially constructed mobile home park could finish construction and occupy the 25 spaces in which he had substantially invested by building concrete patios and driveways and constructing water and sewer lines and a 20 foot road to serve those lots. Blundell claimed to have invested about \$50,000 on improvements to his 5 acre lot.

“We consider the steps taken by Blundell on the first 25 spaces prior to the passage of the ordinance to have been substantial and to have involved substantial investment to the extent that he is entitled to use them as a mobile home park as a non-conforming use under the ordinance.” *Id.*

In a more recent case out of Washington County, the Arkansas Supreme Court affirmed Circuit Judge Kim Smith's decision that the land owners who wished to construct a RV park did not prove they met the "substantial use" test. The owners claimed to have cleared roads and presented pictures of gravel that had been laid for the roads. The Circuit Court held that this was insufficient to meet the substantial use test.

"In Blundell, the property had paved concrete roads, driveways and patios, and water and sewer lines. Here, there have been no steps taken beyond preliminary work...." *Potter v. City of Tontitown*, 371 Ark. 200, 213, 264 S.W. 3d 473, 483 (2007).

The Court seemed to doubt the Potters' claim of spending almost a million dollars in construction costs, and held that: "Even if they had met the substantial use test, they did not do so in good faith. Therefore, we hold the Potters do not yet have a vested right in their property." *Id.*

"In the present case, the Potters had knowledge that the county's approval of their development was conditional, and would be considered null and void if Tontitown was found to have jurisdiction. Yet, they began developing their property anyway. Therefore, we conclude that they did not act in good faith." *Id.*

The Arkansas Supreme Court did affirm the basic substantial use test set forth 32 years earlier in *Blundell v. City of West Helena*, supra.

"(I)n order to obtain a vested right one must prove that the owner has in good faith substantially entered upon the performance of the series of acts necessary to accomplish that end. The burden of proof is upon a property owner who claims rights by virtue of a non-conforming use. *Id.* The mere contemplated use without active steps beyond preliminary work or planning **or substantial investment to effectuate it** is not sufficient to invest a property owner with property rights in a nonconforming use, or with a right to extend a nonconforming use. *Id.* Preliminary contracts or work which is not of a substantial nature is not sufficient to establish a vested right. *Id.* The mere purchase of property with intention to devote it to a use is not sufficient in spite of preliminary work, such as clearing, grading, and excavating, if that work is not of a substantial nature, or if the

owner has not incurred **substantial obligations relating directly to the use of the property**. *Id.*" (emphasis added).

In the rezoning appeal for partial development of what the City Council had previously approved as the Falling Waters PZD, there is some evidence that the property owners may have invested what some could consider substantial funds to bore under the White River to bring water or sewer to serve their approved PZD. Although the PZD expired during the Great Recession, the property owners may have some rights under the substantial use doctrine to develop **some** of their property similarly to the approved PZD even though such development would not be allowed in R-A to which the property was rezoned by the City.

If the City Council determines that the property owners took "steps toward implementation (of their development) . . . of a substantial nature or involve substantial investment," then rezoning a portion of their property to allow appropriate residential development similar to their original approved request may be required. It is the responsibility and burden of the property owner to prove that they took "steps...toward the implementation...(and that those steps were) of a substantial nature or involve substantial investment or substantial obligations on the part of the owner." *Blundell v. City of West Helena*, *supra*.

"The burden of proof is upon a property owner who claims rights by virtue of a non-conforming use. A mere contemplated use without active steps beyond preliminary work or planning or substantial investment to effectuate it is not sufficient to invest a property owner with property rights in a non-conforming use, or with a right to extend a non-conforming use. Preliminary contracts or work which is not of a substantial nature is not sufficient to establish a vested right. The mere purchase of property with intention to devote it to a use is not sufficient in spite of preliminary work, such as clearing, grading and excavating, if that work is not of a substantial nature, or if the owner has not incurred substantial obligations relating directly to the use of the property." *Id.* at 668. (citations omitted).

If the City Council determines that the zoning applicant meets the substantial use test at least for the currently proposed rezoning, the applicant's delay in proposing a rezoning or development might not be enough to extinguish such right despite contrary language in the U.D.C.

"Appellee (West Helena) argues that since appellant waited as long as he did to extend the actual use of spaces 13 through 25, he abandoned and discontinued any non-conforming use for more than six months, and that the placing of mobile homes on these spaces constitutes a prohibited reestablishment of that use under the ordinance. To embrace this theory would be inconsistent with the underlying theory of our holding on the question of existence of a non-conforming use...Such a construction would be unduly narrow and a strict construction favoring the city. We decline to give it this construction." *Id.*

CONCLUSION

It is my duty as Fayetteville City Attorney to caution the City Council when an action that might be taken could result in substantial monetary exposure and litigation danger. The very unusual circumstances of the Falling Waters PZD approval coupled with the costs to bore under the White River to bring water/sewer to the development could trigger vested interests in development rights for the property. Refusing to allow any economically feasible development on any of the Falling Waters' forested hillside property might be found to be an unconstitutional deprivation of preexisting use rights.

"Attempts to deprive the owner of a preexisting use have been regarded as unconstitutional as a taking of property without compensation or in violation of due process of law." *Id.* at 666.

Because there would be a possibility of significant litigation damages/attorneys' fees, the City Council needs to carefully consider and apply the substantial use test for this rezoning issue.



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Patti Mulford
Paralegal

TO: Planning Commission

CC: Andrew Garner, Planning Director

FROM: Kit Williams, City Attorney

DATE: May 10, 2016

RE: Interpretation of the Unified Development Code provisions

If there is an issue whether a proposed project meets the requirements of the Unified Development Code, the Planning Department and Planning Commission must review the applicable code provisions. Only if the project fails to comply with the clear, unambiguous code sections may a project be turned down.

"As previously stated, zoning ordinances are valid only by reason of the police power and cannot be arbitrarily enforced. Such ordinances are in derogation of common law and operate to deprive an owner of property of a use thereof which would otherwise be lawful, and **should be strictly construed in favor of the property owner.**" *W. C. McMinn Co. v. City of Little Rock*, 257 Ark. 442, 516 S.W. 2d 584, 587 (1974) (emphasis added).

In the context of whether or not to allow a pre-existing substantial use that would be nonconforming to current zoning ordinances, the Arkansas Supreme Court stated:

"In construing the **city ordinances** and their effect, we must remember that zoning ordinances, being in derogation of the common law, **must be strictly construed in favor of the property owner....**" *Blundell v. City of West Helena*, 258 Ark. 123, 522 S. W. 2d 661, 666 (1975) (emphasis added).

Strictly construing an ordinance must remain logical and should not present an absurd interpretation.

“Although zoning laws must be strictly construed in favor of the property owner, *Blundell v. City of West Helena*, 258 Ark. 123, 522 S.W.2d 661 (1975), that does not compel a contrived result when common sense points elsewhere.” *Tillery v. Meadows Construction Company*, 284 Ark. 241, 681 S.W. 2d 330, 332 (1984).

If there are two or more reasonable interpretations of a code section (even though one may seem significantly more likely), the interpretation favoring the property owner/developer will probably control. That is one reason why the Unified Development Code should be revised if we discover a definition or requirement is unclear and that ambiguity could lead to undesirable developments.

On the other hand, the U.D.C. should not be so detailed and unyielding that builders’ and developers’ creativity and freedom are stymied. To “Keep Fayetteville Funky” and allow healthy diversity, we should ensure that our regulations are the least restrictive needed to avoid ugly or dangerous construction or development.

Branson, Lisa

From: CityClerk
Sent: Tuesday, May 17, 2016 4:38 PM
To: Alan Long (Longward4@gmail.com); Pennington, Blake; citycouncil@matthewpetty.org; Marr, Don; Eads, Gail; Roberts, Gina; Johnson, Kimberly; Williams, Kit; Branson, Lisa; Broyles, Lana; Jordan, Lioneld; Mulford, Patti; Norton, Susan; Pate, Jeremy; Smith, Lorinda; Smith, Sondra; Gray, Adella; Marsh, Sarah; Kinion, Mark; Tennant, Justin; Schoppmeyer, Martin; La Tour, John; Long, Alan
Cc: Garner, Andrew
Subject: FW: Falling Waters
Attachments: 20160517161759706.pdf

Please see Robert Rhoads note below and his attachment. Thank you.

Office of the City Clerk Treasurer

113 W. Mountain Street, Suite 308
Fayetteville, AR 72701
479.575.8323
cityclerk@fayetteville-ar.gov
[Website](#) | [Facebook](#) | [Twitter](#) | [YouTube](#)



From: RRhoads@HallEstill.com [mailto:RRhoads@HallEstill.com]
Sent: Tuesday, May 17, 2016 4:34 PM
To: CityClerk
Cc: Williams, Kit; Williams, Kit
Subject: Falling Waters

Pls forward to City Council et al to be considered in light of Kit's memo from this morning. This illustrates the owner of Falling Waters has "substantially invested" in the property. Note this doesn't include the cost of the land. Thx RKR



Robert K. Rhoads | Shareholder
75 N. East St., Suite 402
Fayetteville, AR 72701
T: 479-973-5200 | **C:** 236-1414 | **F:** 479-973-0520
www.hallestill.com | [my bio](#)

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Hall Estill

75 North East Avenue

Suite 402

Fayetteville, Arkansas 72701

(479) 973-5200

www.hallestill.com

Falling Waters LLC
Transaction List by Vendor
January 1, 2006 through May 17, 2016

	Type	Date	Num	Account	Clr	Split	Credit
Appian Centre for Design							
	Check	07/11/2007	1071	Checking-Regions Bank	√	Falling Waters Project	776.92
Edwards Construction							
(Water & Sewer Extension)	Check	09/21/2006	1038	Checking-Regions Bank	√	Falling Waters Project	46,398.64
	Check	10/24/2006	1041	Checking-Regions Bank	√	Falling Waters Project	170,874.67
	Check	11/27/2006	1046	Checking-Regions Bank	√	Falling Waters Project	48,793.10
	Check	03/15/2007	1058	Checking-Regions Bank	√	Falling Waters Project	32,188.00
	Check	09/12/2006	1035	Checking-Regions Bank	√	Falling Waters Project	88,029.91
	Check	01/08/2007	1052	Checking-Regions Bank	√	Falling Waters Project	116,694.78
	Check	08/14/2007	1075	Checking-Regions Bank	√	Falling Waters Project	57,178.23
GTS							
(Soils Testing)	Check	06/26/2006	1027	Checking-Regions Bank	√	Falling Waters Project	7,650.00
H2 Engineering							
(Civil Engineering Services for	Check	03/07/2006	1005	Checking-Regions Bank	√	Falling Waters Project	40,594.21
Plat approval and Water & Sewer	Check	03/30/2006	1009	Checking-Regions Bank	√	Falling Waters Project	40,698.34
Extension Project)	Check	05/01/2006	1021	Checking-Regions Bank	√	Falling Waters Project	24,331.50
	Check	06/06/2006	1025	Checking-Regions Bank	√	Falling Waters Project	19,601.77
	Check	07/25/2006	1028	Checking-Regions Bank	√	Falling Waters Project	8,110.50
	Check	07/25/2006	1030	Checking-Regions Bank	√	Falling Waters Project	30,433.78
	Check	09/11/2006	1033	Checking-Regions Bank	√	Falling Waters Project	5,532.60
	Check	11/07/2006	1044	Checking-Regions Bank	√	Falling Waters Project	8,824.61
	Check	01/08/2007	1051	Checking-Regions Bank	√	Falling Waters Project	2,338.55
	Check	04/05/2007	1060	Checking-Regions Bank	√	Falling Waters Project	3,900.51
	Check	05/24/2007	1067	Checking-Regions Bank	√	Falling Waters Project	1,105.00
	Check	06/12/2007	1069	Checking-Regions Bank	√	Falling Waters Project	9,148.62
	Check	07/11/2007	1073	Checking-Regions Bank	√	Falling Waters Project	787.53
	Check	08/14/2007	1074	Checking-Regions Bank	√	Falling Waters Project	44.71
	Check	09/13/2007	1076	Checking-Regions Bank	√	Falling Waters Project	1,919.92
	Check	12/13/2007	1082	Checking-Regions Bank	√	Falling Waters Project	594.83
	Check	01/07/2008	1083	Checking-Regions Bank	√	-SPLIT-	731.27
McGoodwin Williams							
(City required Water Pressure Study)	Check	04/16/2006	1016	Checking-Regions Bank	√	Falling Waters Project	913.50
	Check	05/25/2006	1024	Checking-Regions Bank	√	Falling Waters Project	3,784.50
	Check	09/11/2006	1032	Checking-Regions Bank	√	Falling Waters Project	2,950.00
	Check	11/27/2006	1047	Checking-Regions Bank	√	Falling Waters Project	781.00
	Check	03/02/2007	1057	Checking-Regions Bank	√	Falling Waters Project	2,473.50
	Check	05/21/2007	1066	Checking-Regions Bank	√	Falling Waters Project	485.00
Northwest Excavation							
(Initial Right of Way Clearing)	Check	03/07/2006	1003	Checking-Regions Bank	√	Falling Waters Project	28,560.00
(Water & Sewer Extension Completion)	Check	04/16/2006	1015	Checking-Regions Bank	√	Falling Waters Project	5,920.00
	Check	09/12/2006	1034	Checking-Regions Bank	√	Falling Waters Project	6,529.32
	Check	01/11/2007	1055	Checking-Regions Bank	√	Falling Waters Project	21,672.52
	Check	04/01/2011	1128	Checking-Regions Bank		Falling Waters Project	24,088.72
NWA Truck Service							
(Debris Haul Off)	Check	01/08/2007	1053	Checking-Regions Bank	√	Falling Waters Project	1,307.47
Regions Bank/Centennial Bank							
(Interest Carry per Federal Tax Return)	Check	2007		Interest Expense	√	Interest Expense	380,902
	Check	2008		Interest Expense	√	Interest Expense	393,353
	Check	2009		Interest Expense	√	Interest Expense	363,231
	Check	2010		Interest Expense	√	Interest Expense	315,178
	Check	2011		Interest Expense	√	Interest Expense	195,852
	Check	2012		Interest Expense	√	Interest Expense	235,505
	Check	2013		Interest Expense	√	Interest Expense	293,416
	Check	2014		Interest Expense	√	Interest Expense	232,328
	Check	2015		Interest Expense	√	Interest Expense	230,384
	Check	2016 YTD		Interest Expense	√	Interest Expense	60,807
Sigma Construction							
(Testing & Inspections)	Check	06/05/2007	1068	Checking-Regions Bank	√	Falling Waters Project	4,743.46
Tomlinson Asphalt							
(Clearing and Grubbing)	Check	05/19/2006	1022	Checking-Regions Bank	√	Falling Waters Project	5,460.00
							3,577,907.49

Clay Condit, Member
Falling Waters, LLC *5-17-16*

Branson, Lisa

From: CityClerk
Sent: Tuesday, May 17, 2016 4:23 PM
To: Alan Long (Longward4@gmail.com); Pennington, Blake; citycouncil@matthewpetty.org; Marr, Don; Eads, Gail; Roberts, Gina; Johnson, Kimberly; Williams, Kit; Branson, Lisa; Broyles, Lana; Jordan, Lioneld; Mulford, Patti; Norton, Susan; Pate, Jeremy; Smith, Lorinda; Smith, Sondra; Gray, Adella; Marsh, Sarah; Kinion, Mark; Tennant, Justin; Schoppmeyer, Martin; La Tour, John; Long, Alan
Cc: Garner, Andrew
Subject: FW: Letters
Attachments: 20160517144034885.pdf

Hello All,

Robert Rhoads has asked that this be forwarded to you for consideration. It is in regards to the Falling Waters item at the May 17, 2016 City Council meeting.

Thank you.

Office of the City Clerk Treasurer

113 W. Mountain Street, Suite 308
Fayetteville, AR 72701
479.575.8323
cityclerk@fayetteville-ar.gov
[Website](#) | [Facebook](#) | [Twitter](#) | [YouTube](#)



From: RRhoads@HallEstill.com [mailto:RRhoads@HallEstill.com]
Sent: Tuesday, May 17, 2016 4:12 PM
To: CityClerk
Subject: FW: Letters to



Robert K. Rhoads | Shareholder
75 N. East St., Suite 402
Fayetteville, AR 72701
T: 479-973-5200 | **C:** 236-1414 | **F:** 479-973-0520
www.hallestill.com | [my bio](#)

From: Mike Lamberth [<mailto:mike.lamberth@buffingtonhomesar.com>]
Sent: Tuesday, May 17, 2016 2:55 PM
To: Robert K. Rhoads
Cc: 'Clay Carlton'
Subject: Letters to

Robert,
Included letters in order are:

- My letter to the Stonebridge Neighbors
- Letter of support from Michael Wingo (Stonebridge resident) who lives at the dead end of Pumpkin Ridge, with an exhibit he did explaining where the drainage water is coming from
- Letter of support from Jeff Maland who is a Stonebridge resident
- Letter of support from John Carpenter who is a Stonebridge resident
- Email correspondence from Stephanie Newman who received my letter to Stonebridge neighbors and was inquiring about the development as she is interested in staying in Stonebridge but wants a larger lot/house
- Email correspondence from Candy Miller saying our proposal sounds "good on paper" but how will we keep our word on the development. I sent her a copy of the Bill of Assurance and asked to meet with her or for her to let me know specific concerns and I would address them in full to her. I haven't heard back from her.

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Hall Estill
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Mike Lamberth
Falling Waters, LLC
May 9, 2016

Dear Neighbors of Stonebridge Meadows,

On behalf of my business partner Clay Carlton, and myself, I am reaching out to you today regarding our neighboring property located south of the Stonebridge Meadows Golf Course. Approximately one year ago we applied for a re-zoning and many of the residents in your neighborhood expressed concerns about the proposed development. Since the time of our last request we have worked to modify our development plans, taking the feedback of the neighbors into consideration. The outcome is a plan that we feel will alleviate most of these concerns, and will also provide an adjoining neighborhood that will be a good fit for the golf course and that will add value to the area and for the current residents. My intent is to communicate our newly proposed project to you in contrast to what we planned formerly. Also, I would like to extend an invitation to meet with the neighbors to further explain details of the project and answer any questions.

In our previous development proposal the neighborhood was planned to connect from Pumpkin Ridge only, which seemed to be the greatest concern for the existing neighbors. Taking this into consideration, we have revised our current proposal to have primary access from Dead Horse Mountain Road. As this will be the shortest and most convenient entry to Falling Waters, it stands to reason that traffic to and from the neighborhood will utilize this route rather than by way of Pumpkin Ridge / Cherry Hills Drive. In fact, another component we have included in our revised proposal is a legal document (Bill of Assurance) that restricts construction traffic for this development to use the entrance at Dead Horse Mountain Road.

Another big concern for the Stonebridge residents pertained to existing of drainage problems at the intersection of Pumpkin Ridge & Cherry Hills Drive, during heavy rains. Our project will be regulated by the City of Fayetteville during the engineering & the development processes to ensure that water flow from the property will not increase. In fact, to the contrary we will be required to build water detention ponds to control the flow of water away from the site. These efforts do not promise to amend any drainage problems that may already exist, but they will see that development of this land does not result in worsening the water-flow downhill toward other properties, including your homes.

Our revised plan will utilize the natural characteristics of the land to build a unique new neighborhood while protecting both the tree canopy, and the scenic views from within the new neighborhood and from the bottom of the mountain looking onto Falling Waters. This will be achieved by constructing homes only on one side of the street rather than a typical layout of homes fronting both sides of the street. In doing so, the uphill lots in Falling Waters will be at

least 200 feet deep and approximately one half-acre in size. This will result in the preservation of a green belt of mature trees along the back of the lots. Furthermore, Falling Waters will have stringent Protective Covenants in place that limit tree removal outside of the building footprint in addition to the City of Fayetteville's ordinances promoting tree preservation in the area.

If you have any questions or concerns we would like to hear from you, and would be happy to meet with you. Please contact me at the information below.

Sincere Thanks,

Mike Lamberth

Owner, Falling Waters LLC

Mike.Lamberth@BuffingtonHomesAR.com

(479) 251-1106

From: Michael Wingo

Sent: Friday, May 13, 2016 7:24 PM

To: 'Ward1_pos1@fayetteville-ar.gov' <Ward1_pos1@fayetteville-ar.gov>; 'Ward1_pos2@fayetteville-ar.gov' <Ward1_pos2@fayetteville-ar.gov>; 'Ward2_pos1@fayetteville-ar.gov' <Ward2_pos1@fayetteville-ar.gov>; 'Citycouncil@mathewpetty.org' <Citycouncil@mathewpetty.org>; 'Ward3_pos1@fayetteville-ar.gov' <Ward3_pos1@fayetteville-ar.gov>; 'Ward3_pos2@fayetteville-ar.gov' <Ward3_pos2@fayetteville-ar.gov>; 'Ward4_pos1@fayetteville-ar.gov' <Ward4_pos1@fayetteville-ar.gov>; 'Longward4@gmail.com' <Longward4@gmail.com>; 'mayor@fayetteville-ar.gov' <mayor@fayetteville-ar.gov>; 'city.attorney@fayetteville-ar.gov' <city.attorney@fayetteville-ar.gov>; 'cbrown@fayetteville-ar.gov' <cbrown@fayetteville-ar.gov>; 'planning@fayetteville-ar.gov' <planning@fayetteville-ar.gov>; 'jpate@fayetteville-ar.gov' <jpate@fayetteville-ar.gov>

Subject: Falling Water Revised Development Plan

For Your Consideration:

My name is Michael Wingo, and I reside at 2073 Cherry Hills Dr, (Stonebridge Meadows), and along with my neighbor Kasey Weathers are the southwestern most homes in our S/D.

At the time I purchased my lot and built my home, I understood that in the future, there may be homes built to the south of mine. The plans called for a main entrance to be located off of Deadhorse Mountain Rd, and thru-traffic was to be minimal which was important to my family. With the exception of the occasional flooding during heavy rain events, we are very happy with our home and our neighborhood.

When the plans to develop Falling Water changed, calling for the main entrance to come past my house, I was not supportive. The construction and residential traffic would, I believe, have had a negative impact on the quiet corner of our neighborhood to which we have become accustomed. In addition to the traffic concerns, we also had concerns that the already frequent flooding problems may be exacerbated by any added water volumes from the hillside. While I did not vocally oppose the plans, I was personally relieved when the plans failed at planning commission.

Next week, you will once again be asked to consider approval for the Falling Water development. It is my belief that the developers have made positive changes to the plans:

1. Minimizing Thru-Traffic: Adding Deadhorse Mountain Rd entrance, and contractually restricting the construction traffic we would experience with the extension of Pumpkin Ridge.
2. Storm-Water Runoff: The source of the flood water is from the adjacent property (Hamm) which is not affiliated with Falling Water. This is a fact. It is my hope that the extension of Pumpkin Ridge and the necessary engineering studies accompanying the project, that we will see improvement with our current drainage problems.

For these reasons, and to avoid the already permissible development option (2ac lots with single entrance from Pumpkin Ridge extension), I will support the plans as amended.



Jeff Maland
Resident – Stonebridge Meadows
2010 S Pumpkin Ridge Dr
Fayetteville, AR 72701

May 16, 2016

City of Fayetteville
Attention: Mayor Lioneld Jordan, all City Council Members

Re: Falling Waters rezoning request

As a resident of Stonebridge Meadows neighborhood, I am writing this letter to state my support of the rezoning request for Falling Waters. Since the developers have included the additional entry from Dead Horse Mountain Road, I would like for the City Council to grant permission for Falling Waters/Bufington Homes to develop the project adjacent to my neighborhood as they have stated in their rezoning request. I like the homes and neighborhoods that Bufington Homes builds, and I believe that the newly proposed project will be another good development that will add value to our beautiful area.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Maland", written over a horizontal line.

Jeff Maland
Resident, Stonebridge Meadows
jeffmaland@yahoo.com

To whom it may concern:

I am very familiar with the Falling Waters proposed subdivision. As a resident of Stonebridge Meadows Phase 5, I am in complete support of the proposed plat. I see no reason why the subdivision should not be approved. I think the added streets will do nothing but add some new areas to walk and enjoy the views of Stonebridge Meadows golf course. I feel like Falling Waters will improve the connectivity of Stonebridge Meadows Phase 2 and 3 and give a many of my neighbors alternate ways out of the subdivision. This should also should reduce the traffic counts on Goff Farm Road. I am fully confident that Mike Lamberth and Clay Carlton will put in a subdivision that all of Stone Bridge Meadows would be proud to call neighbors.

Best Regards,

John K. Carpenter



John K. Carpenter • Senior Vice President

Lindsey & Associates

m. 479-957-8181 | t. 479-527-8715

f. 479-527-8734 | e. johncarpenter@lindsey.com

w. <http://www.johnkcarpenter.com> | s. 1200 E. Joyce Blvd. Fayetteville, AR 72703



Mike Lamberth

From: Mike Lamberth <mike.lamberth@buffingtonhomesar.com>
Sent: Saturday, May 14, 2016 10:12 AM
To: Clay Carlton
Subject: Fwd: Falling waters

Fyi

Mike Lamberth

Begin forwarded message:

From: Stephanie Newman <alabamamommy@gmail.com>
Date: May 14, 2016 at 9:41:09 AM CDT
To: Mike Lamberth <mike.lamberth@buffingtonhomesar.com>
Subject: Re: Falling waters

Yes a pool would be very appealing. Probably to the majority of people looking to buy there. When are you planning to start and how will it go, phase wise? We love Stonebridge and love the area but would be interested in something a little bigger. And with a pool available, either in our yard or a community pool.

Sent from my iPhone

On May 14, 2016, at 9:24 AM, Mike Lamberth
<mike.lamberth@buffingtonhomesar.com> wrote:

Hi Stephanie, we don't know the exact starting square footage yet, but will most likely start at around 2800 to 3000 SF and go up from there. The lots will be 1/2 acre wooded lots. Some of the lots will be larger than 1/2 acre. It will be a really unique neighborhood with lots of trees and fantastic views. We haven't decided at this point about a pool/amenities. Is this something you are interested in and is a neighborhood pool something that would be appealing to you?

I would be happy to continue to provide you with more information as the development comes together, if you wish. Thanks for reaching out!

Mike Lamberth

Mike Lamberth

On May 13, 2016, at 5:21 PM, Stephanie Newman
<alabamamommy@gmail.com> wrote:

Hi! I am a resident in Stonebridge and would like to know what the minimum square footage on your new homes will be. They will all have half acre lots? Will there be a community pool?

Thank you!

Stephanie

Sent from my iPhone

Mike Lamberth

From: Candy Miller <candymiller@gmail.com>
Sent: Monday, May 16, 2016 8:03 AM
To: Mike.Lamberth@BuffingtonHomesAR.com
Subject: Falling Waters

Mike I live in Stonebridge at the north end of Cherry Hills Drive....I read your letter to the Neighbors at Stonebridge....I hear what you're saying but what assurance do we the residents of Stonebridge have for you to keep your word on developments ? It all sounds good but it's on paper.....Candy Miller

Mike Lamberth

From: Mike Lamberth <mike.lamberth@buffingtonhomesar.com>
Sent: Monday, May 16, 2016 10:22 AM
To: 'candylmiller@gmail.com'
Subject: Bill of Assurance to the City of Fayetteville
Attachments: 20160511154903908

Candy,

Thank you for taking the time to read our letter and inquire about this process. Could you meet to discuss? Or, if you would rather not meet would you mind sharing your specific items of concern so that I can address them? I am attaching a copy of the Bill of Assurance, which is the legally binding document that we referenced in our letter to you. But, I'd like to know what questions you have specifically so I can make sure to answer them in full.

Kind Regards,

Mike Lamberth



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0266

Agenda Date: 6/7/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: D. 1

RZN 16-5400 (SOUTHEAST CORNER OF PERSIMMON & BROYLES AVE./CROSS KEYS SOUTH SD):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 16-5400 FOR APPROXIMATELY 1.43 ACRES LOCATED AT THE SOUTHEAST CORNER OF PERSIMMON AND BROYLES AVENUE FROM R-A, RESIDENTIAL AGRICULTURAL AND NC, NEIGHBORHOOD CONSERVATION TO NC, NEIGHBORHOOD CONSERVATION AND R-A, RESIDENTIAL AGRICULTURAL

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from R-A, Residential Agricultural and NC, Neighborhood Conservation to NC, Neighborhood Conservation and R-A, Residential Agricultural.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

City of Fayetteville Staff Review Form

2016-0266

Legistar File ID

6/7/2016

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

Jeremy Pate

5/13/2016

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN 16-5400: Rezone (SOUTHEAST CORNER OF PERSIMMON & BROYLES AVE./CROSS KEYS SOUTH SD, 477):
Submitted by JORGENSEN & ASSOCIATES, INC. for properties located at the SOUTHEAST CORNER OF PERSIMMON & BROYLES AVE. The property is zoned R-A, RESIDENTIAL AGRICULTURAL and NC, NEIGHBORHOD CONSERVATION and contains approximately 1.43 acres. The request is to rezone the property to NC and R-A.

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 7, 2016

TO: Mayor, Fayetteville City Council
THRU: Andrew Garner, City Planning Director
FROM: Harry Davis, Current Planner
DATE: May 13, 2016

SUBJECT: RZN 16-5400: Rezone (SOUTHEAST CORNER OF PERSIMMON & BROYLES AVE./CROSS KEYS SOUTH SD, 477): Submitted by JORGENSEN & ASSOCIATES, INC. for properties located at the SOUTHEAST CORNER OF PERSIMMON & BROYLES AVE. The property is zoned R-A, RESIDENTIAL AGRICULTURAL and NC, NEIGHBORHOD CONSERVATION and contains approximately 1.43 acres. The request is to rezone the property to NC and R-A.

RECOMMENDATION:

The Planning Commission and City Planning staff recommend approval of an ordinance to rezone the properties from R-A to NC and NC to R-A as shown in Exhibits A and B.

BACKGROUND:

Background and Property Description: The subject property (Cross Keys South) is located at the southeast corner of Broyles Ave. and Persimmon St. and contains approximately 1.42 acres; **two (2) sites at .71 acres each**. The subject property is part of a much larger parcel that has been approved for future phases of the Cross Keys Subdivision. This property was recently rezoned by City Council on June 2, 2015 as part of the staff-initiated rezoning of over 600 acres in the new South Ruppel Rd. vicinity.

Request: The applicant requests to rezone the property as depicted in the attached Exhibit A. The applicant wishes to rezone a portion of land slated to become residential lots from R-A to NC to allow for their construction. In return, the same amount of property elsewhere within the parcel will be rezoned from NC to R-A. This proposal is consistent with the concept approved by council in the South Ruppel Rd. area to concentrate areas of dense development in exchange for low density and conservation in sensitive natural areas. These two sites are described in Exhibits A and B. The property in question is between lots 8 and 9 as shown on the plat to be a part of lot 96 for the detention pond in the Cross Keys South Subdivision. The applicant has indicated an intention to rezone 0.71 acres of this property from R-A to NC in exchange for the same amount of property out of lot 96 to be rezoned from NC to R-A.

STAFF FINDINGS:

The City Plan 2030 Future Land Use Plan map (FLUM) identifies this area primarily as a **Residential Neighborhood Area**, currently zoned NC, and **Natural Area** located along isolated

floodplains, currently zoned R-A. The entire area is on the Enduring Green Network map because it is largely undeveloped and contains high environmental quality, including remnant prairie habitat.

The proposed zoning change is **generally compatible with the surrounding residential and natural properties**. Rezoning the current R-A to NC would fit with the surrounding NC zoning. The current NC zoned property would fit the surrounding R-A property.

While the rezoning of the R-A portion of the site does not exactly match the FLUM's designation of Natural Areas, the applicant proposes to shift the R-A area north, but still adjacent to surrounding R-A and natural areas. Vice versa, shifting the NC area south and adjacent to other NC zoned land is appropriate. The applicant's refinement of the zoning lines is expected, given that the South Ruppel Rd. rezoning was completed by City Staff at a large scale (642 acres) without information on specific development proposals or detailed field analysis.

Staff finds that the proposed zoning is justified and needed to accommodate planned development of this area. Modification and an equal exchange of the zoning of the applicant's property is appropriate given that the applicant has a specific development proposal that does not accommodate the R-A zone, but can provide such space elsewhere in the development.

DISCUSSION:

On May 9, 2016 the **Planning Commission forwarded** the applicant's request for rezoning R-A to NC and NC to R-A with a recommendation for approval by a vote of 9-0-0.

PLANNING COMMISSION ACTION: Required			
Date: <u>May 9, 2016</u>	☐ Tabled	☒ <u>Forwarded</u>	☐ Denied
Motion: <u>AUTRY</u>			
Second: <u>SELBY</u>	RECOMMEND APPROVAL AND FORWARDED TO COUNCIL		
Vote: <u>9-0-0</u>			
CITY COUNCIL ACTION: Required			
Date: <u>June 7, 2016</u>	☐ Approved	☐ Denied	

BUDGET/STAFF IMPACT:

N/A

Attachments:

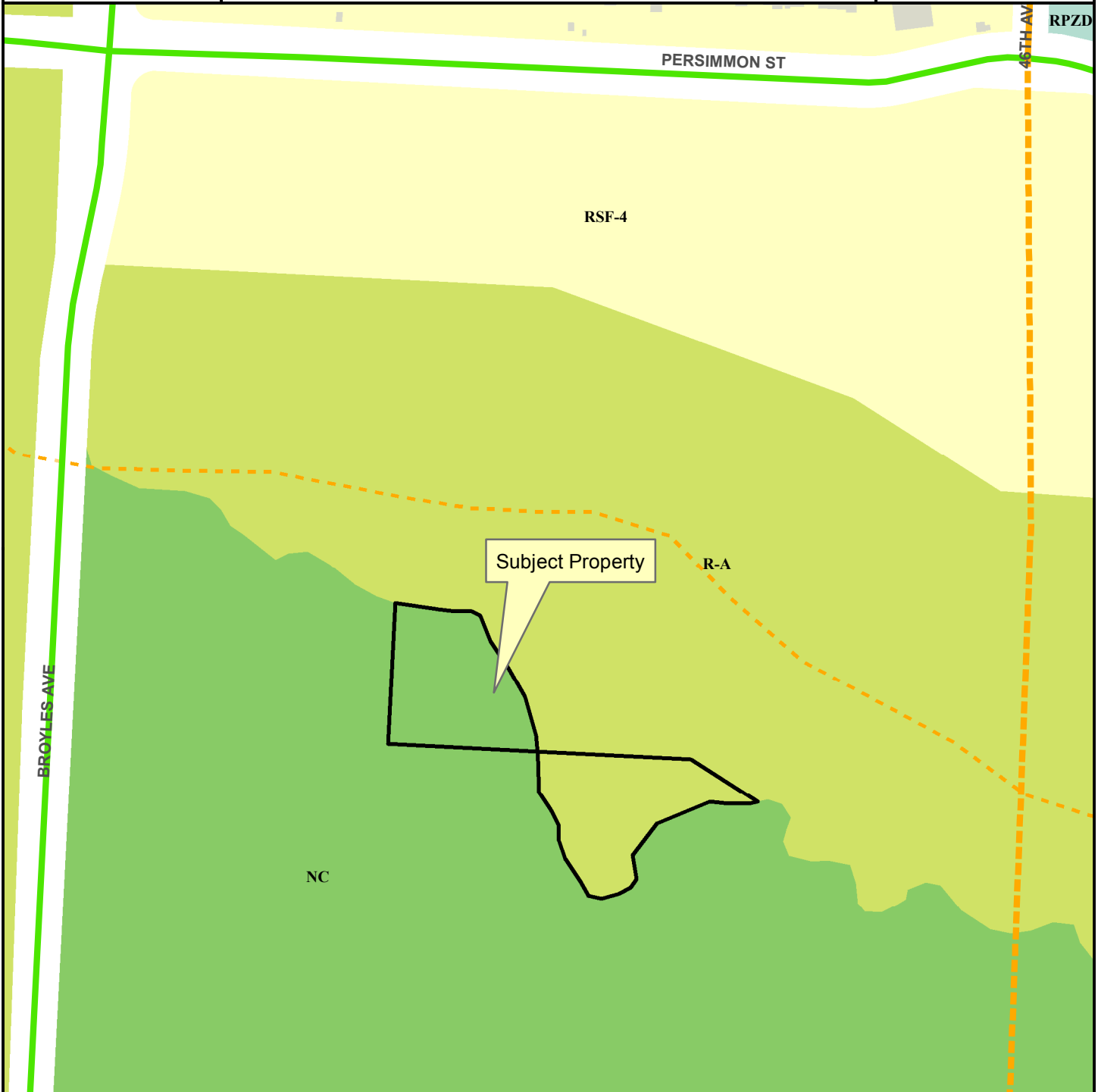
- Exhibit A
- Exhibit B
- Application
- Planning Commission Staff Report

RZN 16-5400

CROSSKEYS SD



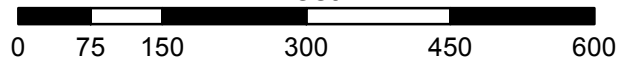
Close Up View



Legend

- Planning Area
- Fayetteville City Limits
- Trail (Proposed)
- Building Footprint

Feet



1 inch = 200 feet

Zoning

- RA
- RSF-4
- NC
- PZD

16-5400
EXHIBIT 'B'

LEGAL DESCRIPTION: (NC TO R-A)

A part of the NW1/4 of the NW1/4 of Section 13, T16N, R31W in Washington County, Arkansas, and being described as follows: Commencing at the NW Corner of said NW1/4, NW1/4, thence S02°36'53"W 939.48 feet, thence S87°01'01"E 480.47 feet to the POINT OF BEGINNING, thence N02°58'59"E 193.01 feet, thence S82°00'03"E 59.61 feet, thence S83°05'34"E 23.10 feet, thence S89°55'32"E 22.89 feet, thence S62°05'53"E 13.35 feet, thence S21°53'15"E 37.38 feet, thence S33°37'49"E 42.58 feet, thence S29°57'48"E 47.26 feet, thence S15°59'44"E 55.67 feet, thence S04°31'05"E 21.55 feet, thence N87°01'01"W 205.14 feet to the POINT OF BEGINNING: Containing 0.72 acres more or less subject to easements and right of way of record.

LEGAL DESCRIPTION: (R-A TO NC)

A part of the NW1/4 of the NW1/4 of Section 13, T16N, R31W in Washington County, Arkansas, and being described as follows: Commencing at the NW Corner of said NW1/4, NW1/4, thence S02°36'53"W 939.48 feet, thence S87°01'01"E 685.61 feet to the POINT OF BEGINNING; thence S87°01'01"E 211.17 feet, thence S57°23'32"E 108.90 feet, thence S76°53'57"W 12.14 feet, thence N88°36'11"W 34.73 feet, thence N84°41'18"W 19.17 feet, thence S67°56'49"W 78.68 feet, thence S37°15'15"W 54.51 feet, thence S09°18'09"E 33.40 feet, thence S36°43'40"W 13.93 feet, thence S60°43'27"W 18.36 feet, thence S75°10'29"W 24.39 feet, thence N79°07'37"W 18.34 feet, thence N30°35'05"W 23.36 feet, thence N33°22'24"W 36.58 feet, thence N19°45'36"W 26.61 feet, thence N00°04'00"W 20.82 feet, thence N27°18'40"W 22.66 feet, thence N32°57'00"W 30.64 feet, thence N01°51'45"W 43.15 feet, thence N04°31'05"W 13.17 feet to the POINT OF BEGINNING: Containing 0.71 acres more or less subject to easements and right of way of record.

CITY OF FAYETTEVILLE, ARKANSAS

REZONING

FOR STAFF USE ONLY

Date Application Submitted:

Date Accepted as Complete:

Case / Appeal Number:

Public Hearing Date:

FEE: \$325.00**Sign Fee: \$5.00**

S-T-R:

PP#:

Zone:

Please fill out this form completely, supplying all necessary information and documentation to support your request.
Your application will not be placed on the Planning Commission agenda until this information is furnished.

Application:Indicate one contact person for this request: _____ Applicant X Representative***Applicant (person making request):***

Name: Mark Marquess

Riverwood Homes

Address: 1533 W. Enterprise Dr

Fayetteville, AR. 72704

E-mail: charlies@riverwoodhomesnwa.com

Phone: (479) 530-4506

()

Fax:

()

Representative (engineer, surveyor, realtor, etc.):

Name:

Address:

E-mail:

Phone:

()

()

Fax:

()

Site Address / Location: SE corner of Broyles and Persimmon

Current Zoning District: R-A

Requested Zoning District: NC

Assessor's Parcel Number(s) for subject property: 765-16269-102

FINANCIAL INTERESTS

The following entities and / or people have financial interest in this project:

APPLICANT / REPRESENTATIVE: I certify under penalty of perjury that the foregoing statements and answers herein made all data, information, and evidence herewith submitted are in all respects, to the best of my knowledge and belief, true and correct. I understand that submittal of incorrect or false information is grounds for invalidation of application completeness, determination, or approval. I understand that the City might not approve what I am applying for, or might set conditions on approval.

Name (printed): _____ Date: _____

Signature: _____

PROPERTY OWNER(S) / AUTHORIZED AGENT: I/we certify under penalty of perjury that I am/we are the owner(s) of the property that is the subject of this application and that I/we have read this application and consent to its filing. *(If signed by the authorized agent, a letter from each property owner must be provided indicating that the agent is authorized to act on his/her behalf.)*

Property Owners of Record (attach additional info if necessary):

Name (printed): _____ Address: _____

Signature: _____

Date: _____ Phone: _____
()

Name (printed): _____ Address: _____

Signature: _____

Date: _____ Phone: _____
()

Rezoning Checklist:

Attach the following items to this application:

- (1) Payment in full of applicable fees for processing the application:
\$325.00 application fee
\$5.00 public notification sign fee
- (2) A legal description of the property to be rezoned. A survey may be required if the property description can not accurately be platted or if it is described by referring to other deeds.
- (3) CD containing a copy of the legal description in MS Word and all required submittal items should be also included on the CD in PDF format.
- (4) A copy of the county parcel map from the Washington County Assessor's office or from the Washington County website (www.co.washington.ar.us). The subject property and all adjacent parcels should be identified on this parcel map. The owner's name, official mailing address, and the parcel number for every adjacent property shall be shown on this map.

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Andrew Garner, City Planning Director

FROM: Harry Davis, Planner

MEETING DATE: May 9, 2015 (UPDATED WITH PC MEETING RESULTS)

SUBJECT: **RZN 16-5400: Rezone (SE OF PERSIMMON & BROYLES/CROSS KEYS SOUTH SD, 477):** Submitted by JORGENSEN & ASSOCIATES, INC. for property located SE OF PERSIMMON & BROYLES. The property is zoned NC, NEIGHBORHOOD CONSERVATION and R-A, RESIDENTIAL AGRICULTURE. The request is to rezone the property to NC, NEIGHBORHOOD CONSERVATION and R-A, RESIDENTIAL AGRICULTURE.

RECOMMENDATION:

Staff recommends forwarding **RZN 16-5400** to the City Council with a recommendation for approval.

BACKGROUND:

Background and Property Description: The subject property (Cross Keys) located off Boyles contains approximately 1.42 acres located south of the Mountain Ranch Subdivision in west Fayetteville. The subject property is part of a much larger parcel that has been approved for future phase of the Cross Keys Subdivision. The surrounding zoning and land use of the area is indicated in *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction from Site	Land Use	Zoning
North	Undeveloped; rural residential	R-A, Residential Agriculture
South	Undeveloped; rural residential	NC, Neighborhood Conservation
East	Undeveloped; rural residential	R-A, Residential Agriculture
West	Undeveloped; rural residential	NC, Neighborhood Conservation

DISCUSSION:

Request: The applicant requests to rezone the property as depicted in the attached rezoning exhibit. The applicant wishes to rezone a portion of land slated to become residential lots from R-A to NC to allow for their construction. In return, the same amount of property elsewhere within the parcel will be rezoned from NC to R-A. The property in question is between lots 8 and 9 as shown on the plat to be a part of lot 96 for the detention pond in the Cross Keys South Subdivision. The applicant has indicated an intention to rezone 0.71 acres of this property from R-A to NC in

exchange for the same amount of property out of lot 96 to be rezoned from NC to R-A as shown on the attached rezoning submittal. Once rezoned, the applicant will then add two lots between lots 8 and 9 at the time of Final Plat.

Public Comment: Staff has not received public comment.

INFRASTRUCTURE:

Streets: The subject property will eventually have direct access to Boyles (Minor Arterial). Additional streets will be necessary at the time of development.

Water/Sewer: Water is accessible along the street frontage of Boyles Ave via a 12" pipe, but not this this particular area of the parcel. Sewer mains exist across Boyles or directly north in the adjacent parcel, but do not currently exist in the parcel and the site in particular. It shall be the responsibility of the property owner to extend utilities as needed at the time of development.

Drainage: Any additional improvements or requirements for drainage will be determined at time of development. Portions of the subject parcels do lie within the 100-yr floodplain.

Fire: The Fire Department did not express any concerns with the request.

Police: The Police Department did not express any concerns with the request.

PLANNING COMMISSION ACTION: Required		
Date: <u>May 9, 2015</u>	☐ Tabled	☒ Forwarded
Motion: <u>Autry</u>	☐ Denied	
Second: <u>Selby</u>	RECOMMEND APPROVAL AND FORWARDED TO CITY COUNCIL	
Vote: <u>9-0-0</u>		
CITY COUNCIL ACTION: Required		
Date: <u>June 7, 2016</u>	☐ Approved	☐ Denied

CITY PLAN 2030 FUTURE LAND USE PLAN:

The City Plan 2030 Future Land Use Plan map (FLUM) identifies this area primarily as a **Residential Neighborhood Area**, currently zoned NC, and **Natural Area** located along isolated floodplains, currently zoned R-A. The entire area is on the Enduring Green Network map because it is largely undeveloped and contains high environmental quality including remnant prairie habitat.

This area has been indicated on the FLUM to be developed at moderate to medium density for a number of years. The applicant's proposal to rezone the area is conflicts with the FLUM

designation for preservation of riparian areas and development of increased density in other areas. However, the applicant's proposal is to essentially have an equal exchange of zoned land in order to finish their subdivision and final plat process.

The nearby area is identified as having a high level of natural resources by the Fayetteville Natural Heritage Association (FNHA), a local non-profit group. Habitat in this area is classified by the FNHA as prairie remnant and seasonal wetlands¹. As a result of the FNHA work and other City staff research, this study area was included on the Enduring Green Network (EGN) map. The EGN map resulted in designation of portions of this area as Natural Area on the FLUM. Remnant prairie in the area appears to be located particularly along the riparian corridors that have less disturbance. Due to the environmental sensitivity of the study area, staff recommended in a previous rezone (15-5174) that land identified as **Natural Area** be zoned R-A, Residential Agricultural. This zoning should result in conservation along these riparian corridors in exchange for higher density in other areas. The applicant's proposal does not directly follow the Natural Area designation. However, the applicant is moving the R-A zoning to another part of the parcel and still connected to the riparian corridor, identified natural area, and adjacent to other land zoned R-A.

- **Residential Neighborhood Areas** are primarily residential in nature and support a variety of housing types of appropriate scale and context, including single family, multifamily and rowhouses. **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. This designation recognizes existing conventional subdivision developments which may have large blocks with conventional setbacks and development patterns that respond to features in the natural environment.
- **Natural Areas** consist of lands approximating or reverting to a wilderness condition, including those with limited development potential due to topography, hydrology, vegetation or value as an environmental resource. These resources can include stream and wildlife corridors, as well as natural hubs and cores, as identified in the FNHA study, many of which make up the backbone of the enduring green network. A **Natural Area** designation would encourage a development pattern that requires conservation and preservation, prevents degradation of these areas, and would utilize the principles of low impact development for all construction.

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: **The proposed zoning change is generally compatible with the surrounding residential and natural properties. Rezoning the current R-A to NC would fit with the surrounding NC zoning. The current NC zoned property would fit the surrounding R-A property.**

The rezoning is not entirely consistent with the FLUM, but staff finds it appropriate to make an equal exchange of land between the two areas. The concept for planned development of this area has been anticipated for many years.

¹ Fayetteville Natural Heritage Association Environmental Working Group Map 2008-2009

While the rezoning of the R-A portion of the site does not exactly match the FLUM's designation of Natural Areas, the applicant proposes to shift the R-A area north, but still adjacent to surrounding R-A and natural areas. Vice versa, shifting the NC area south and adjacent to other NC zoned land is appropriate.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: Staff finds that the proposed zoning is justified and needed to accommodate planned development of this area. Modification and an equal exchange of the zoning of the applicant's property is appropriate given that the applicant has a specific development proposal that does not accommodate the R-A zone, but can provide such space elsewhere in the development.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: This rezoning will not substantially increase traffic on surrounding roads over the existing zoning. The rezone would allow the developer to add in the already-proposed two residential lots within the development. As individual developments are reviewed, on and off-site street improvements will be reviewed and recommended.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: The proposed rezoning would not increase population density over the existing zoning, as the rezone is an equal exchange of zoned land between NC and R-A.

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:

- Existing and proposed zoning criteria
- Staff's request letter
- Rezoning exhibit
- Current land use map

- Close up map
- Future land use map
- One mile map

161.03 District R-A, Residential-Agricultural

(A) *Purposes.* The regulations of the agricultural district are designed to protect agricultural land until an orderly transition to urban development has been accomplished; prevent wasteful scattering of development in rural areas; obtain economy of public funds in the providing of public improvements and services of orderly growth; conserve the tax base; provide opportunity for affordable housing, increase scenic attractiveness; and conserve open space.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 6	Agriculture
Unit 7	Animal husbandry
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 37	Manufactured homes
Unit 41	Accessory dwellings
Unit 43	Animal boarding and training

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 20	Commercial recreation, large sites
Unit 24	Home occupations
Unit 35	Outdoor Music Establishments
Unit 36	Wireless communications facilities
Unit 42	Clean technologies

(C) *Density.*

Units per acre	One-half
----------------	----------

(D) *Bulk and area regulations.*

Lot width minimum	200 ft.
Lot Area Minimum:	
Residential:	2 acres
Nonresidential:	2 acres
Lot area per dwelling unit	2 acres

E) *Setback requirements.*

Front	Side	Rear
35 ft.	20 ft.	35 ft.

(F) *Height requirements.* There shall be no maximum height limits in the A-1 District, provided, however, that any building which exceeds the height of 15 feet shall be setback from any boundary line of any residential district a distance of 1.0 foot for each foot of height in excess of 15 feet. Such setbacks shall be measured from the required setback lines.

(G) *Building area.* None.

(Code 1965, App. A., Art. 5(1); Ord. No. 1747, 6-29-70; Code 1991, §160.030; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 5028, 6-19-07; Ord. 5128, 4-15-08; Ord. 5195, 11-6-08; Ord. 5238, 5-5-09; Ord. 5479, 2-7-12)

161.26 Neighborhood Conservation

(A) *Purpose.* The *Neighborhood Conservation* zone has the least activity and a lower density than the other zones. Although *Neighborhood Conservation* is the most purely residential zone, it can have some mix of uses, such as civic buildings. *Neighborhood Conservation* serves to promote and protect neighborhood character. For the purposes of Chapter 96: Noise Control, the Neighborhood Conservation district is a residential zone.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 12	Limited Business *
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communication facilities
Unit 44	Cottage Housing Development

(C) *Density.* 10 Units Per Acre.

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Single Family	40 ft.
Two Family	80 ft.
Three Family	90 ft.

(2) *Lot area minimum.* 4,000 Sq. Ft.

(E) *Setback regulations.*

Front	A build-to zone that is located between the front property line and a line 25 ft. from the front property line.
Side	5 ft.
Rear	5 ft.
Rear, from center line of an alley	12 ft.

(F) *Building height regulations.*

Building Height Maximum	45 ft.
-------------------------	--------

(Ord. 5128, 4-15-08; Ord. 5312, 4-20-10; Ord. 5462, 12-6-11; Ord. 5592, 6-18-13; Ord. 5664, 2-18-14)



JORGENSEN
+ASSOCIATES
Civil Engineering + Surveying

124 W Sunbridge Drive, Suite 5
Fayetteville, AR 72703
Office: 479.442.9127
Fax: 479.582.4807
www.jorgensenassoc.com

March 28, 2016

City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701

Attn: Development Services

Re: Rezoning Cross Keys Subdivision

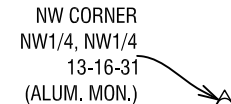
Attached herewith please find the submittal documents in regards to a rezoning of a piece of the recently approved Cross Keys Subdivision. When the subdivision was submitted and approved there was a small portion that was zoned R-A so no lots could be platted at that time. The property in question is between lots 8 & 9 as shown on the plat to be a part of lot 96 for the detention pond. We are now requesting to rezoning 0.71 acres of this property from R-A to NC in exchange for the same amount of property out of lot 96 to be rezoned from NC to R-A as shown on the attached Rezoning submittal. Once rezoned we can then add two lots between lots 8 & 9 at the time of Final Plat.

We thank you for your consideration of this proposal and please call with any questions,

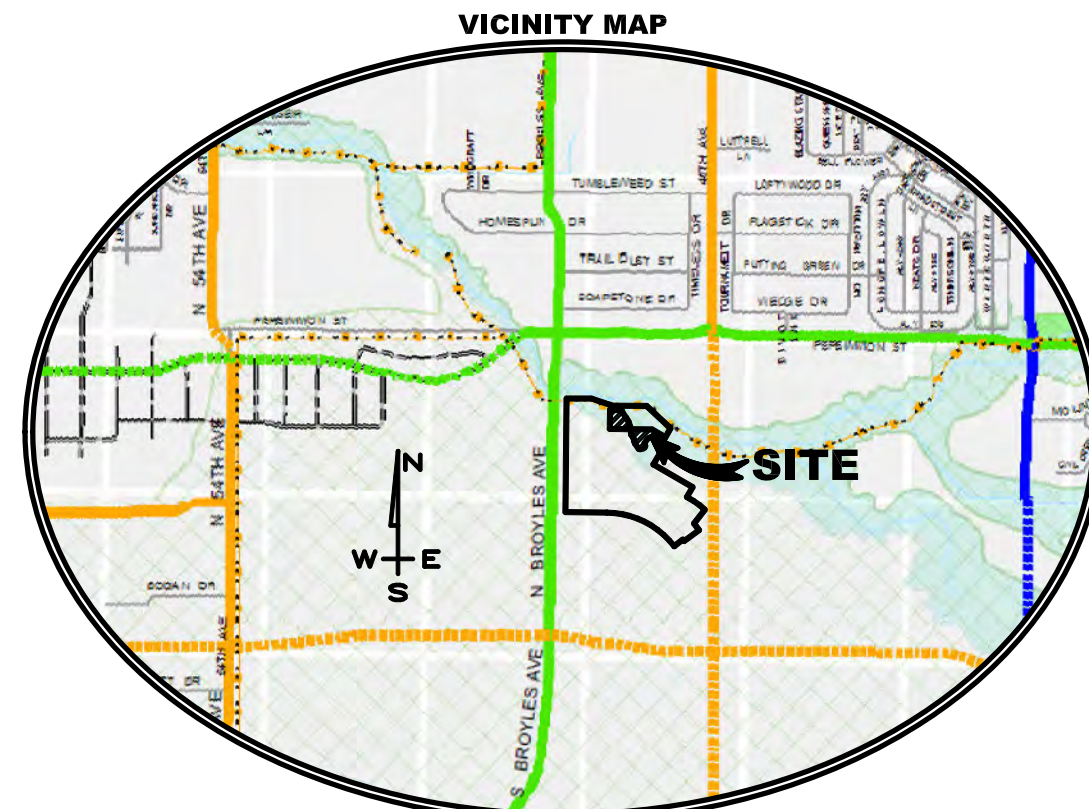
Thank you.

Sincerely;

Justin L. Jorgensen, P.E.

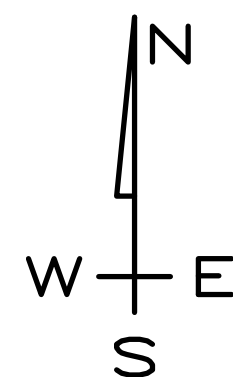


L16	19.17°	N84°41'18"W
L17	78.68°	S67°56'49"W
L18	54.51°	S37°15'15"W
L19	33.40°	S09°18'09"E
L20	13.93°	S36°43'40"W
L21	18.36°	S60°43'27"W
L22	24.39°	S75°10'29"W
L23	18.34°	N79°07'37"W
L24	23.36°	N30°39'05"W
L25	36.58°	N33°22'24"W
L26	26.61°	N19°45'36"W
L27	20.82°	N00°04'00"W
L28	22.66°	N27°18'40"W
L29	30.64°	N32°57'00"W
L30	43.15°	N01°51'45"W
L31	13.17°	N04°31'05"W



OWNER / DEVELOPER:

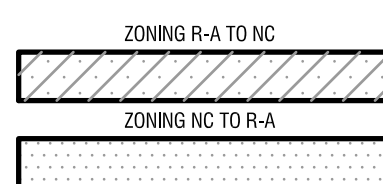
PARCEL #765-16269-102
RIVERWOOD HOMES LLC.
1533 W. ENTERPRISE DRIVE
FAYETTEVILLE, AR. 72704



A part of the NW1/4 of the NW1/4 of Section 13, T16N, R31W in Washington County, Arkansas, and being described as follows: Commencing at the NW Corner of said NW1/4, NW1/4, thence S02°36'53"W 939.48 feet, thence S87°01'12"E 480.47 feet to the POINT OF BEGINNING, thence N02°58'59"E 193.01 feet, thence S82°00'03"E 59.61 feet, thence N83°05'34"E 23.10 feet, thence S89°59'52"E 22.49 feet, thence S62°05'53"E 13.35 feet, thence N21°53'15"E 37.38 feet, thence S3°37'49"E 42.58 feet, thence S29°57'42"E 47.26 feet, thence S15°59'44"E 55.67 feet, thence S04°31'05"E 21.55 feet, thence N87°01'01"W 205.14 feet to the POINT OF BEGINNING: Containing 0.72 acres more or less subject to easements and right of way of record.

LEGAL DESCRIPTION: (R-A TO NC)

A part of the NW1/4 of the NW1/4 of Section 13, T16N, R31W in Washington County, Arkansas, and being described as follows: COMMENCING at the NW Corner said NW1/4, NW1/4, thence S02°36'53"W 939.48 feet, thence S87°01'11"E 685.61 feet to the POINT OF BEGINNING; thence S87°01'11"E 211.17 feet, thence S57°23'32"E 108.90 feet, thence S76°53'57"W 12.14 feet, thence N88°36'11"W 34.73 feet, thence N84°41'18"W 19.17 feet, thence S67°56'49"W 78.68 feet, thence S37°15'15"W 54.51 feet, thence S09°18'05"E 33.40 feet, thence S36°43'40"W 13.93 feet, thence N60°43'27"W 18.36 feet, thence S75°10'29"W 24.39 feet, thence N79°07'37"W 18.34 feet, thence S30°31'59"E 23.36 feet, thence N33°22'24"W 36.58 feet, thence S19°45'36"W 26.61 feet, thence N00°04'00"W 20.82 feet, thence N27°18'40"W 22.66 feet, thence N32°57'00"W 30.64 feet, thence N01°51'45"W 43.15 feet, thence N04°31'05"W 13.17 feet to the POINT OF BEGINNING: Containing 0.71 acres more or less subject to easements and right of way of record.



JORGENSEN
+ASSOCIATES
Civil Engineering + Surveying

124 W Sunbridge Drive, Suite 5
Fayetteville, AR 72703
Office: 479.442.9127
Fax: 479.582.4807
www.iorgensenassoc.com

PROJECT TITLE: CROSS KEYS SOUTH
LOCATION: FAYETTEVILLE, ARKANSAS
SHEET TITLE: REZONE

DRAWN BY: BJR
SHEET SCALE: 1"=60'
DATE: 03-22-2016
PROJECT FILE: Z/SUBD/2015044/REZONE

Planning Commission
May 9, 2016
Agenda Item 9
16-5400 Cross Keys SD
Page 9 of 13

RZN 16-5400

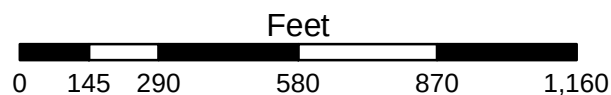
Current Land Use

CROSSKEYS SD



Legend

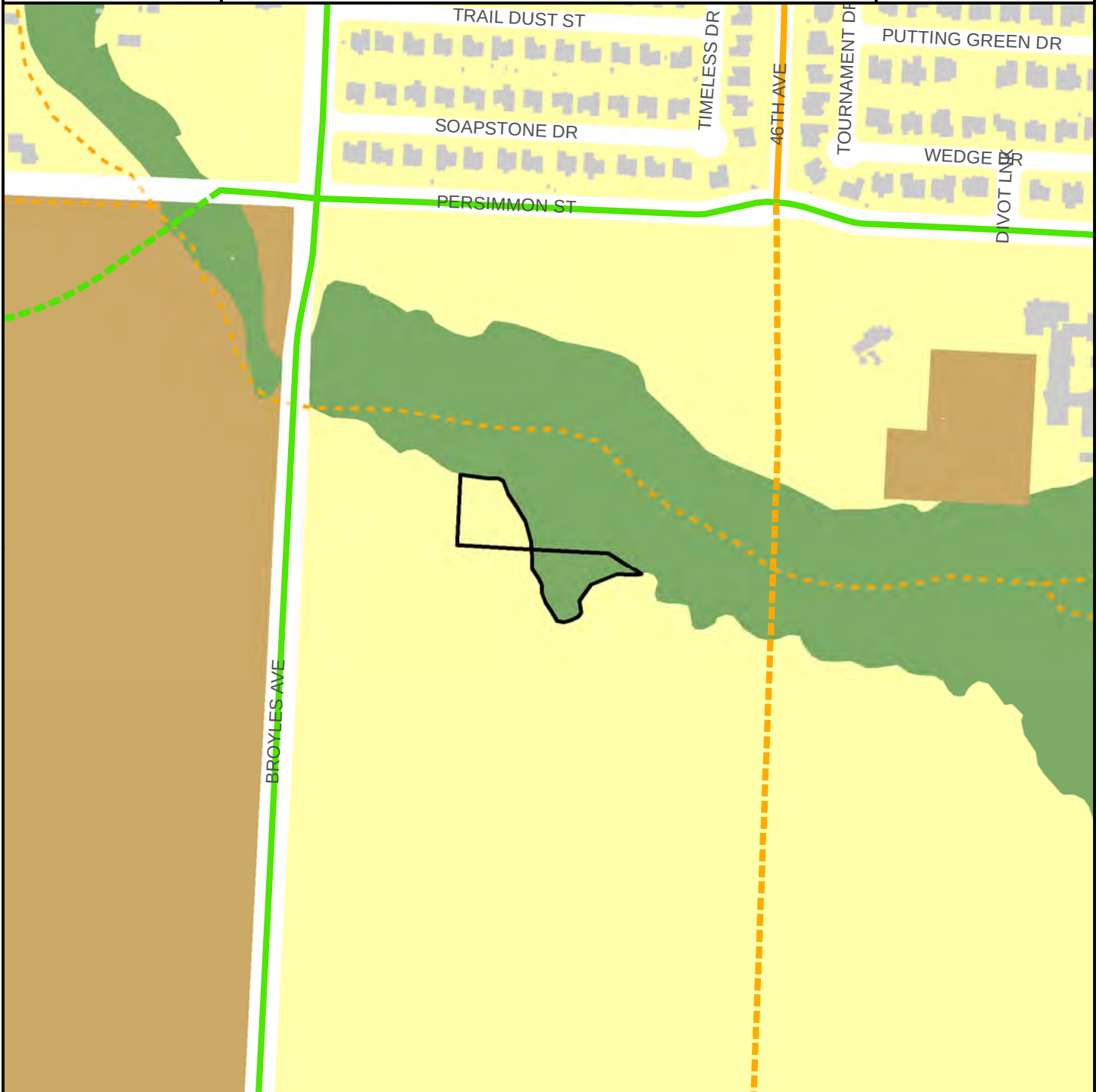
- Trail (Proposed)
- RZN16-5400
- Planning Area
- Fayetteville City Limits



RZN 16-5400

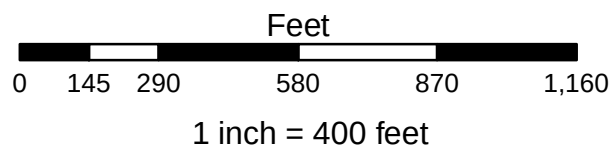
Future Land Use

CROSSKEYS SD



Legend

- Planning Area
- Fayetteville City Limits
- Trail (Proposed)
- Building Footprint



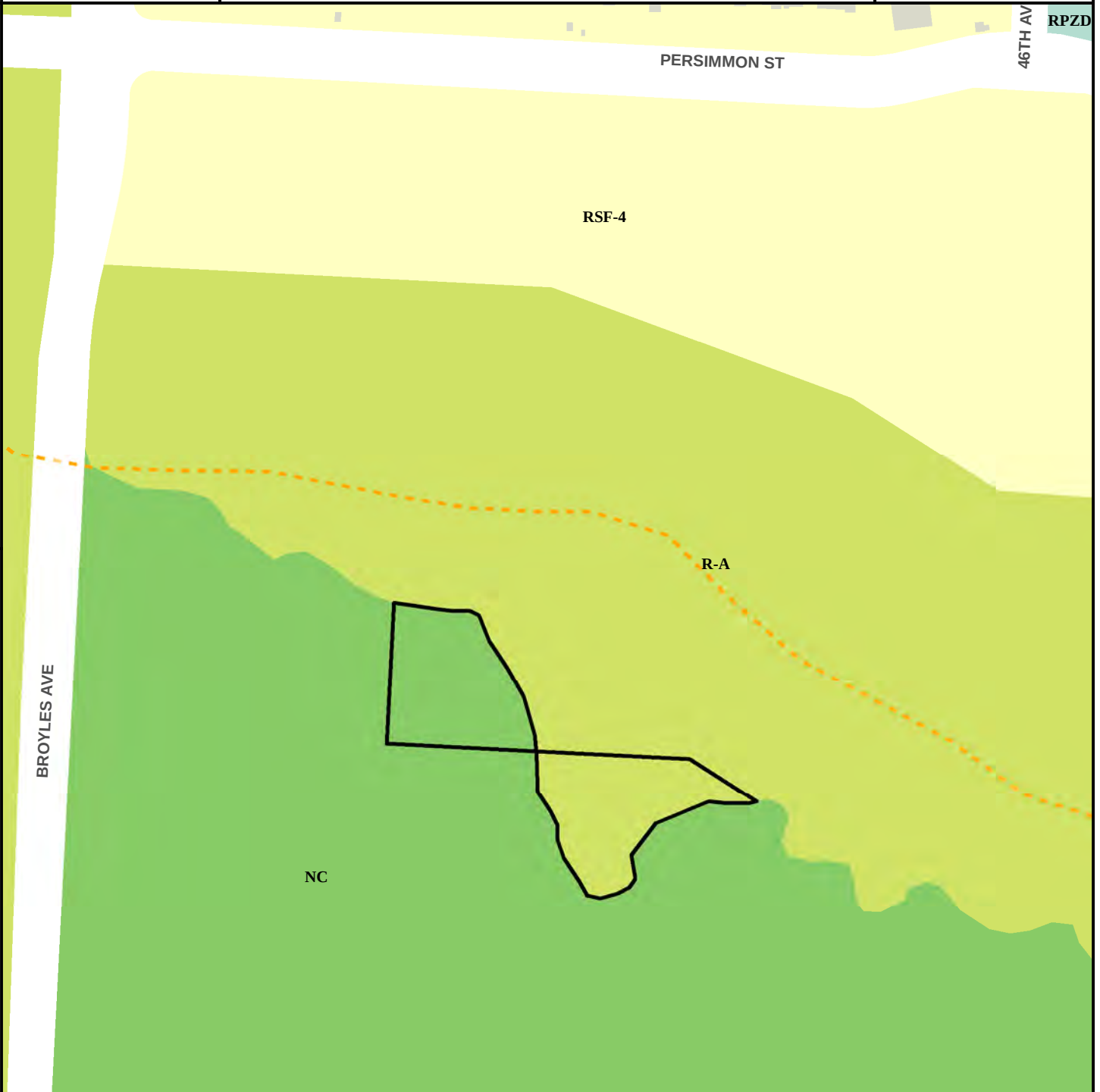
FUTURE LAND USE 2030

- Natural Area
- Residential Neighborhood Area
- Civic Institutional

RZN 16-5400

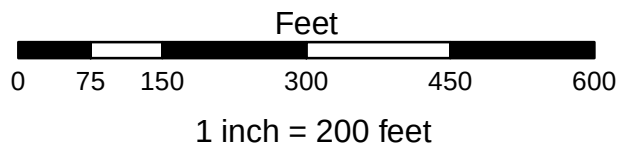
Close Up View

CROSSKEYS SD



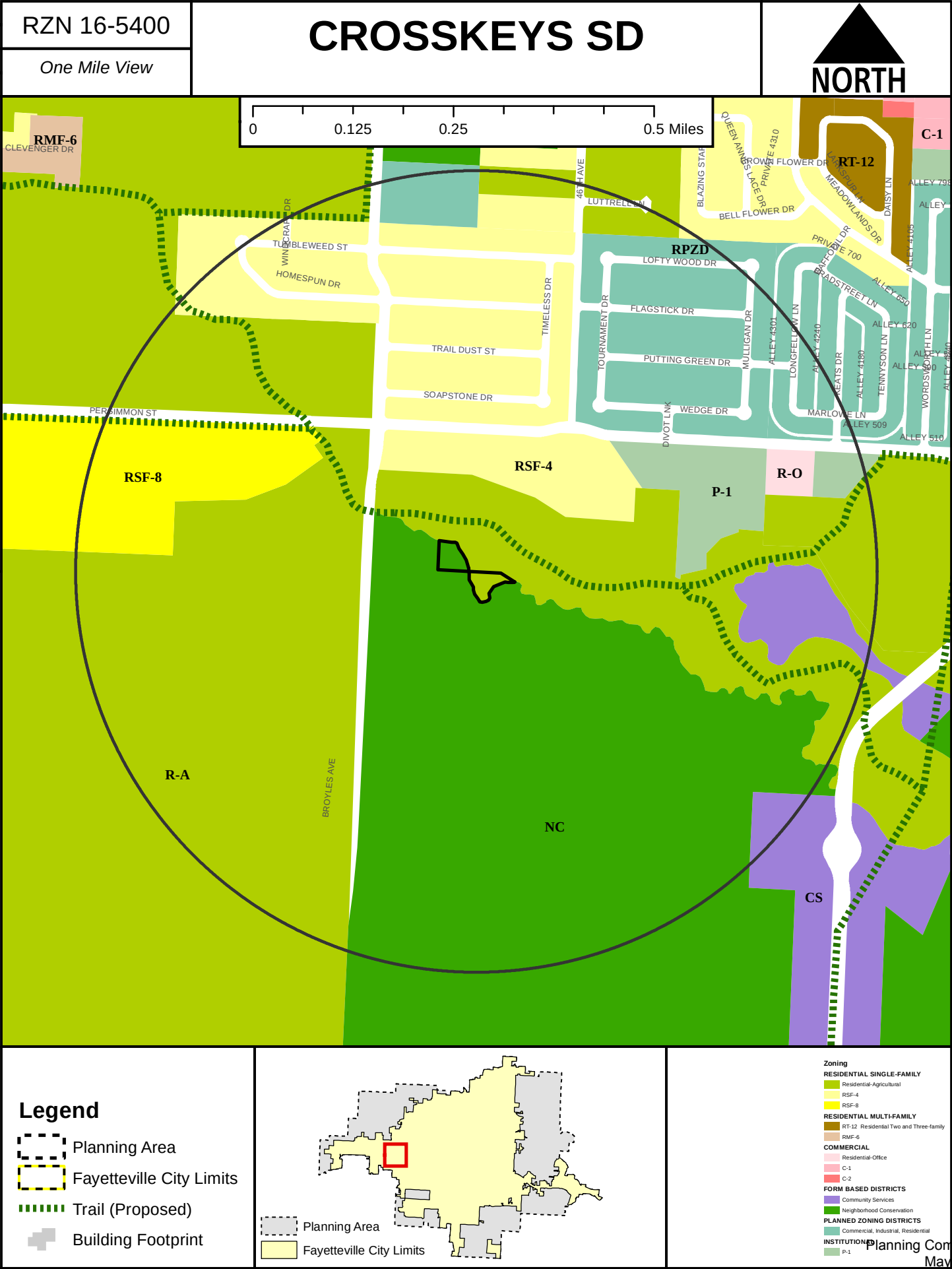
Legend

- Planning Area
- Fayetteville City Limits
- Trail (Proposed)
- Building Footprint



Zoning

- RA
- RSF-4
- NC
- PZD





City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0255

Agenda Date: 6/7/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: D. 2

VAC 16-5404 (1649 W. FARMINGTON ST./STEVENS):

AN ORDINANCE TO APPROVE VAC 16-5404 SUBMITTED BY ANGELA STEPHENS FOR PROPERTY LOCATED AT 1649 WEST FARMINGTON STREET TO VACATE PORTIONS OF AN ACCESS EASEMENT

WHEREAS, in 2000 City Planning Staff requested that Angela Stevens vacate the Old Farmington Road 30 foot right of way to eliminate a dangerous traffic condition and because the City determined the unimproved street was not needed and would not be improved by the City; and

WHEREAS, the only potential need for public access on this old street was for Solid Waste and Recycling so that the vacation should have been conditioned upon such limited access easement; and

WHEREAS, the ordinance mistakenly left out the words which would have properly limited access only for Solid Waste and Recycling trucks so now the owners cannot prevent dangerous cut through traffic (including many student driven motor scooters) which has worsened the dangerous traffic situation which the 2000 vacation of the 30 foot right of way was designed to prevent; and

WHEREAS, the City Council has the authority under A.C.A. § 14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes; and

WHEREAS, the City Council has determined that the following described access easement is not required for corporate purposes.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby vacates the access easement as described in Exhibit B attached to the Planning Department's memo.

Section 2. A copy of this Ordinance duly certified by the City Clerk along with the map attached as Exhibit A to the Planning Department's memo shall be filed in the office of the Washington County Circuit Clerk.

City of Fayetteville Staff Review Form

2016-0255

Legistar File ID

6/7/2016

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

Jeremy Pate

5/13/2016

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

VAC 16-5404: Vacation (1649 W. FARMINGTON ST./STEVENS, 560): Submitted by ANGELA STEVENS for property located at 1649 W. FARMINGTON ST. The property is zoned I-1, HEAVY COMMERCIAL AND LIGHT INDUSTRIAL and contains approximately 0.23 acres. The request is to vacate portions of an access 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:



CITY COUNCIL AGENDA MEMO

MEETING OF JUNE 7, 2016

TO: Fayetteville City Council

FROM: Quin Thompson, Current Planner

THRU: Andrew Garner, Planning Director

DATE: May 13, 2016

SUBJECT: **VAC 16-5404: Vacation (1649 W. FARMINGTON ST./STEVENS, 560):**
Submitted by ANGELA STEVENS for property located at 1649 W. FARMINGTON ST. The property is zoned I-1, HEAVY COMMERCIAL AND LIGHT INDUSTRIAL and contains approximately 0.23 acres. The request is to vacate portions of an access easement.

RECOMMENDATION: Planning staff and the Planning Commission recommend approval of VAC 16-5404 with the following condition:

Condition of Approval:

1. Any relocation or damage to utilities and associated new easement dedication shall be at the owner/developer's expense.

BACKGROUND:

The subject property is located at the southeast corner of Martin Luther King Boulevard (MLK) and Beechwood Avenue and contains approximately 0.23 acres in the I-1 zoning district. The property is developed with a metals powder coating company, which has been operating on the site for many years. Tractor trailers routinely deliver and pick up goods at the address. Loading and unloading is typically done with forklifts off of Old Farmington Street, a private drive.

In the year 2000, the City Council vacated the 30 feet of right-of-way (ROW) which was Old Farmington Street, at the request of the applicant, in order to eliminate a dangerous traffic condition. The Transportation Department found that the unimproved street was not needed and would not be improved by the City. The Planning Commission recommended and City Council approved the ROW vacation, finding that local traffic in this industrial area was unsafe.

A condition of the vacation required that an access easement be retained for the Solid Waste and Recycling Division to serve the business and the adjacent church to the east (now demolished). This access easement replaced the ROW and allows the general public full rights to cross this property.

In recent years, multi-family development has occurred along Beechwood Avenue to the west and south of this property, adding several hundred beds and the attendant traffic, most of which travels north to MLK, creating significant traffic congestion during daylight hours. This has resulted

in a number of vehicles, including cars and scooters, turning right on the former Farmington Street in order to access MLK. Staff visited the site on a weekday in April 2016, and witnessed at least 7 vehicles within 10 minutes using the access to avoid the intersection at Beechwood and MLK.

REQUEST: The applicant proposes to vacate the access easement known as Farmington Street, as depicted in Exhibit 'A' and described in Exhibit 'B' to prevent public traffic crossing the property where active forklift loading and unloading occurs. The adjacent landowner to the east (Monroe-Eaton, LLC) has rights to use the easement, and objects to the vacation. They would like to retain their access rights to allow their future development to connect to Beechwood Avenue. Monroe-Eaton, LLC representatives did not attend the Planning Commission hearing.

DISCUSSION:

On May 09, 2016 the Planning Commission forwarded this item to the City Council with a recommendation for approval with a vote of 8-1-0, with Commissioner Brown voting 'no'.

BUDGET/STAFF IMPACT:

N/A

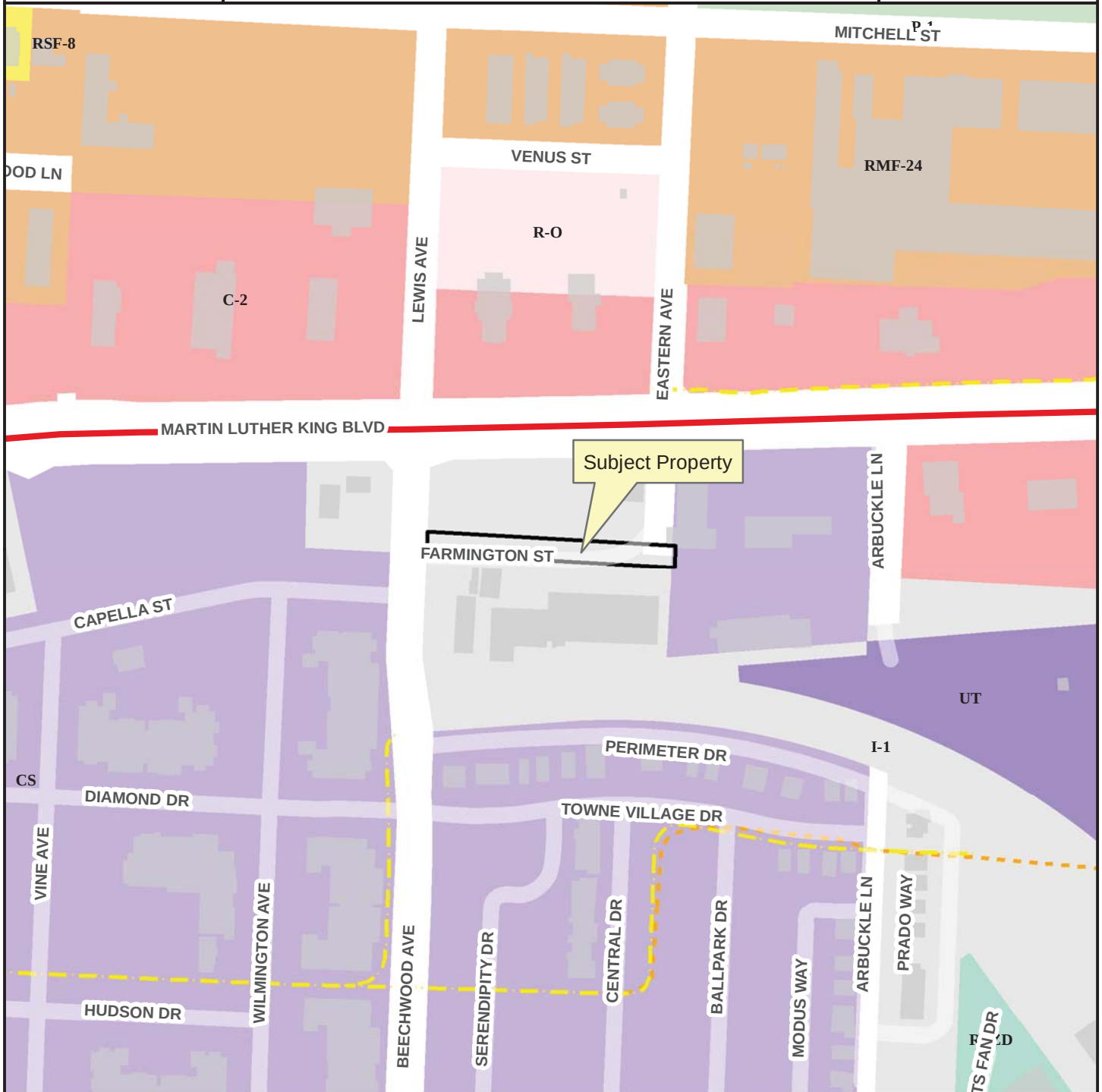
Attachments:

- Exhibit A
- Exhibit B
- Application
- Planning Commission Staff Report

VAC 16-5404

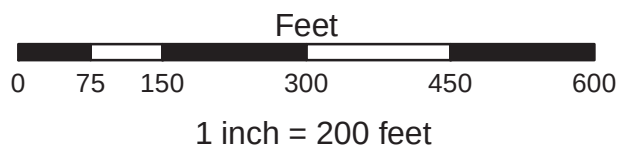
Close Up View

STEVENS



Legend

- Planning Area
- Fayetteville City Limits
- Shared Use Paved Trail
- Trail (Proposed)
- Building Footprint



Zoning

- RSF-8
- RMF-24
- I-1
- RO
- C-2
- UT
- CS
- PZD
- P-1

EXHIBIT 'B'
16-5404EX
LEG
DESC**LEGAL DESCRIPTION FOR VA 00-6**

A part of the SW ¼ of the SE ¼ of Section 17, Township 16 North, Range 30 West, City of Fayetteville, Washington County, Arkansas being more particularly described as follows:

That portion of Old Farmington Road which extends from Beechwood Ave. to Eastern Ave. along the South line of Lots 1 through 6 of the Sunset Addition, Block 1, to the City of Fayetteville and along the North line of Parcels 1, 2 and 3 of the Mitchell Oil property as filed in deed book 881 at page 410 and in deed book 1053 at page 105, at the Circuit Clerk's office, Washington County, Arkansas, said portion of road beginning at the SW corner of lot 1 of said Sunset Addition, Block 1, (also being the NE corner of the intersection of Old Farmington Rd. and Beechwood Ave.) thence S 86°49'11" E 340.82 feet; thence S 02°40'33" W 30.00 feet; thence N 86°49'11" W 340.71 feet; thence N 02°27'56" E 30.00 feet to the point of beginning, containing 0.235 acres, more or less, and subject to a 20 foot sewer easement to be in effect and centered along the existing sewer main located within the vacated street right-of-way and a 15 foot general utility easement along the south line of the vacated right-of-way encompassing existing utilities along said south line.

EXHIBIT A

200764413

CITY OF FAYETTEVILLE, ARKANSAS

Right-of-Way, Easement or Alley VACATION

FOR STAFF USE ONLY

Date Application Submitted:

Date Accepted as Complete:

Project Number:

Public Hearing Date:

FEE: \$200.00

Sign Fee: \$5.00

S-T-R:

PP#:

Zone:

Please fill out this form completely, supplying all necessary information and documentation to support your request.
Your application will not be placed on the Planning Commission agenda until this information is furnished.

Application:

Indicate one contact person for this request: ☒ Applicant ☐ Representative

Applicant (person making request):

Name: ANGELA STEVENS

Address: 429 E Sutton St
FAYETTEVILLE AR 72701

Phone: (479) 263 7065

Email: Ibhappe@gmail.com

Fax: (479) 443 9581

Site Address / Location: Formerly 1629 W Farmington St
FAYETTEVILLE AR 72701

Representative (engineer, surveyor, realtor, etc.):

Name: _____

Address: _____

Phone: () _____

Email: C powderc@gmail.com

Fax: () _____

Legal description of area to be vacated (attach separate sheet if necessary):

ATTACHED — Pg 1A Exhibit A

Current Zoning District: IL

Assessors Parcel Number(s) for subject property: 765-14841-000

FINANCIAL INTERESTS

The following entities and / or people have financial interest in this project:

ANGELA and Joe STEVENS

APPLICANT / REPRESENTATIVE: I certify under penalty of perjury that the foregoing statements and answers herein made all data, information, and evidence herewith submitted are in all respects, to the best of my knowledge and belief, true and correct. I understand that submittal of incorrect or false information is grounds for invalidation of application completeness, determination, or approval. I understand that the City might not approve what I am applying for, or might set conditions on approval.

Name (printed): Angela Stevens Date: 4/8/16
Signature: [Signature]

PROPERTY OWNER(S) / AUTHORIZED AGENT: I/we certify under penalty of perjury that I am/we are the owner(s) of the property that is the subject of this application and that I/we have read this application and consent to its filing. (If signed by the authorized agent, a letter from each property owner must be provided indicating that the agent is authorized to act on his/her behalf.)

Owners (attach additional info if necessary):

Name (printed): Angela Stevens
Signature: [Signature]
Date: 4/8/16

Address: 429 E Sutton St
Fayetteville AR 72701
Phone: (479) 263 7065

Name (printed): Joe Stevens
Signature: [Signature]
Date: 4-8-16

Address: 429 E Sutton St
Fayetteville AR 72701
Phone: (479) 263 6005

Vacation Checklist:

Attach the following items to this application:

- (1) Payment in full of applicable fees for processing the application:
\$200.00 application fee
\$5.00 public notification sign fee
- (2) Metes and bounds legal description of the area to be vacated, not the entire property (this may be included on the survey plat).
- (3) Survey of the site depicting the perimeter property lines and area within the property to be vacated.
- (4) CD containing a copy of the legal description in MS Word and PDF copies of the signed application and all other items submitted with this project.
- (5) A surveyor should stake the area on the site to be vacated for utility company review on their site visit.
- (6) A letter addressed to the Planning Commission and City Council describing the scope, nature, and intent of the request.
- (7) Abstractor's Certificate of Ownership stating names of all owners of property adjacent to the street right-of-way, alley, or easement to be vacated (this document is obtained from a title company).
- (8) A copy of the county parcel map from the Washington County Assessor's office or from the Washington County website (www.co.washington.ar.us). The subject property and all adjacent parcels should be identified on this parcel map. The owner's name, official mailing address, and the parcel number for every adjacent property shall be shown on this map.

1A
3B / 3C / 3D

PLANNING COMMISSION MEMO

TO: City of Fayetteville Planning Commission

FROM: Andrew Garner, City Planning Director

MEETING DATE: ~~May 05, 2016~~ **UPDATED 5/10/2016**

SUBJECT: **VAC 16-5404: Vacation (1649 W. FARMINGTON ST./STEVENS, 560):**
Submitted by ANGELA STEVENS for property located at 1649 W. FARMINGTON ST. The property is zoned I-1, HEAVY COMMERCIAL AND LIGHT INDUSTRIAL and contains approximately 0.23 acres. The request is to vacate portions of an access easement.

RECOMMENDATION:

Staff recommends forwarding **VAC 16-5404** to the City Council.

BACKGROUND:

The subject property is located at the southeast corner of Martin Luther King Boulevard (MLK) and Beechwood Avenue and contains approximately 0.82 acres in the I-1 zoning district. The property is developed with a metals powder coating company, which has been operating on the site for many years. Tractor trailers routinely deliver and pick up goods at the address. Loading and unloading is typically done with forklifts.

In the year 2000, the City Council vacated the 30 feet of right-of-way (ROW) which was Old Farmington Street, at the request of the applicant, in order to eliminate a dangerous traffic condition on Farmington Street. The Transportation division found that the unimproved street was not needed and would not be improved by the City. The Planning Commission recommended and City Council approved the ROW vacation, finding that local traffic in this industrial area was unsafe.

A condition of the vacation required that an access easement be retained for the Solid Waste and Recycling Division to serve the business. This access easement replaced the ROW and allows the general public full rights to cross this property.

In recent years, multi-family development has occurred along Beechwood Avenue to the west and south of this property, adding several hundred beds and the attendant traffic, most of which travels north to MLK, creating significant traffic congestion during daylight hours. This has resulted in a number of vehicles, including cars and scooters, turning right on the former Farmington Street in order to access MLK. Staff visited the site on a weekday in April, 2016, and witnessed at least 7 vehicles within 10 minutes using the access to avoid the intersection at Beechwood and MLK. Surrounding land use and zoning is depicted on *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction from Site	Land Use	Zoning
North	Drive-thru restaurants	C-2, Thoroughfare Commercial
South	Frisco Railroad ROW	I-1, Heavy Commercial and Light Industrial
East	Under Development	CS, Community Services
West	Equipment Rental	I-1, Heavy Commercial and Light Industrial/ CS, Community Services

Proposal: The applicant proposes vacation of an access easement to improve a dangerous traffic condition on this industrial property.

DISCUSSION:

Vacation Approval: The applicant has submitted the required vacation forms to the City utility departments and applicable franchise utilities, with the following responses:

Adjacent Landowner to the East

Response

Monroe Eaton, LLC

Objects to the vacation

Utility

Response

Cox Communications

No objections with conditions

AEP/SWEPCO

No objections with conditions

Source Gas

No objections

AT&T

No objections

Ozarks Electric

No objections

City of Fayetteville

Response

Water/Sewer

No objections with conditions

Transportation

No objections

Recycling and Solid Waste

No objections

Public Comment:

An adjacent landowner to the east with rights to use this easement has stated that they do not agree with the request. No other public comment has been received.

RECOMMENDATION: Staff recommends forwarding VAC 16-5404 with 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.

2. The access easement shall be replaced by General Utility Easement.

Planning Commission Action: ☐ Approved ☒ Forwarded ☐ Denied

Meeting Date: May 05, 2016

Motion: AUTRY, MOTION TO APPROVE VACATION AS REQUESTED

Second: SELBY

Vote: 8-1-0, BROWN VOTED 'NO'

BUDGET/STAFF IMPACT:

None.

Attachments:

- Request Letter
- Petition to Vacate
- Utility Approvals
- Easement Vacation Exhibits
- Ordinance #
- One Mile Map
- Close Up Map

FILED FOR RECORD

ORDINANCE NO. 4252

AN ORDINANCE APPROVING VA00-6.00 TO VACATE AND
ABANDON A PORTION OF CITY RIGHT-OF-WAY LOCATED CO AR
AT OLD FARMINGTON RD., BETWEEN BEECHWOOD AVE
AND EASTERN AVE., SUBMITTED BY JOE AND ANGELA
STEVENS.

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 right-of-way is not required for corporate purposes.

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

Section 1. That the City of Fayetteville, Arkansas hereby vacates and abandons all of its rights together with the rights of the public generally, in and to the following described right-of-way:

See Exhibit "A" attached hereto and made a part hereof.

Section 2. That a copy of this Ordinance duly certified by the City Clerk shall be filed in the office of the Recorder of the County and recorded in the Deed Records of the County.

Section 3. That the above is contingent upon receiving the following: Dedication of the current 30' right-of-way as a general utility and access easement and dedication of a 15' utility easement located adjacent and parallel to the north side of the existing 30' right-of-way.



PASSED AND APPROVED this 5th day of July, 2000.

APPROVED:

By Fred Hanna
Fred Hanna, Mayor

ATTEST:

By Heather Woodruff
Heather Woodruff, City Clerk

200064412



PC Meeting of 12 June 00

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS
113 W. Mountain St.
Fayetteville, AR 72701

Street Right of Way Vacation
Joe & Angela Stevens

TO: Fayetteville Planning Commission Members
THRU: Tim Conklin, City Planner
FROM: Ron Petrie, Staff Engineer
DATE: June 8, 2000 (*Revised June 12, 2000*)

Project: VA 00-06.00: Vacation (Stevens, pp 521) was submitted by Joe & Angela Stevens for property located at 1629 Old Farmington Road. The request is to vacate the 30' unimproved street right of way for Old Farmington Road located between Beechwood Avenue and Eastern Street.

The applicant has submitted the required notification forms to the utility companies and to the City. The results are as follows:

Ozarks Electric - No service in area.

Southwestern Electric Power Company - No objections provided that a 20' Utility Easement and access is retained to "protect existing overhead facilities along both sides of the existing street."

Arkansas Western Gas - No objections provided that a 15' Utility Easement is retained "for Lots 1- 4, Block 1, part of Sunset Addition parallel and adjacent to existing south property line. Also, retain a 15' Utility Easement for Lots 5 & 6, Block 1, part of Sunset Addition, center of easement being located where first line is laid."

SW Bell - No objections provided that easement rights are retained for the existing buried cable in the right-of-way.

Cox Communications - No objections.

City of Fayetteville:

Water/Sewer - No objections provided that the vacated right-of-way is retained as an utility easement for the existing sewer line and future water line(s).

Street Department - No objections.

Solid Waste - No objections provided that the vacated right-of-way is retained as an access easement for waste disposal vehicles, and is maintained in its current condition. (Originally the Solid Waste Division did not approve of this request, however, after meeting the applicant and Planning staff on-site the above mentioned condition satisfies all requirements of the Solid Waste Division.)

The applicant has submitted the adjacent property owner notification forms as required. All adjacent property owners stated that they had no objection to the proposed vacation.

Recommendation: Approval of street right of way vacation subject to the following conditions:

1. The existing 30' right-of-way shall be retained as a general utility easement.
2. A 20' (15') Utility Easement shall be dedicated that is located adjacent and parallel to the north side of the 30' right-of-way.
3. ~~A 10' Utility Easement shall be dedicated that is located adjacent and parallel to the south side of the 30' right-of-way less and except any existing structures.~~
4. The existing 30' right-of-way shall be retained as an access easement and shall be maintained in its current condition in order to provide an appropriate route for solid waste disposal vehicles.

The changes noted above were made at the request of the petitioner and with the approval of SWEPCO - the utility which originally made the easement requests.

PLANNING COMMISSION ACTION: yes Required
 Approved Denied

Date: 6/12/00

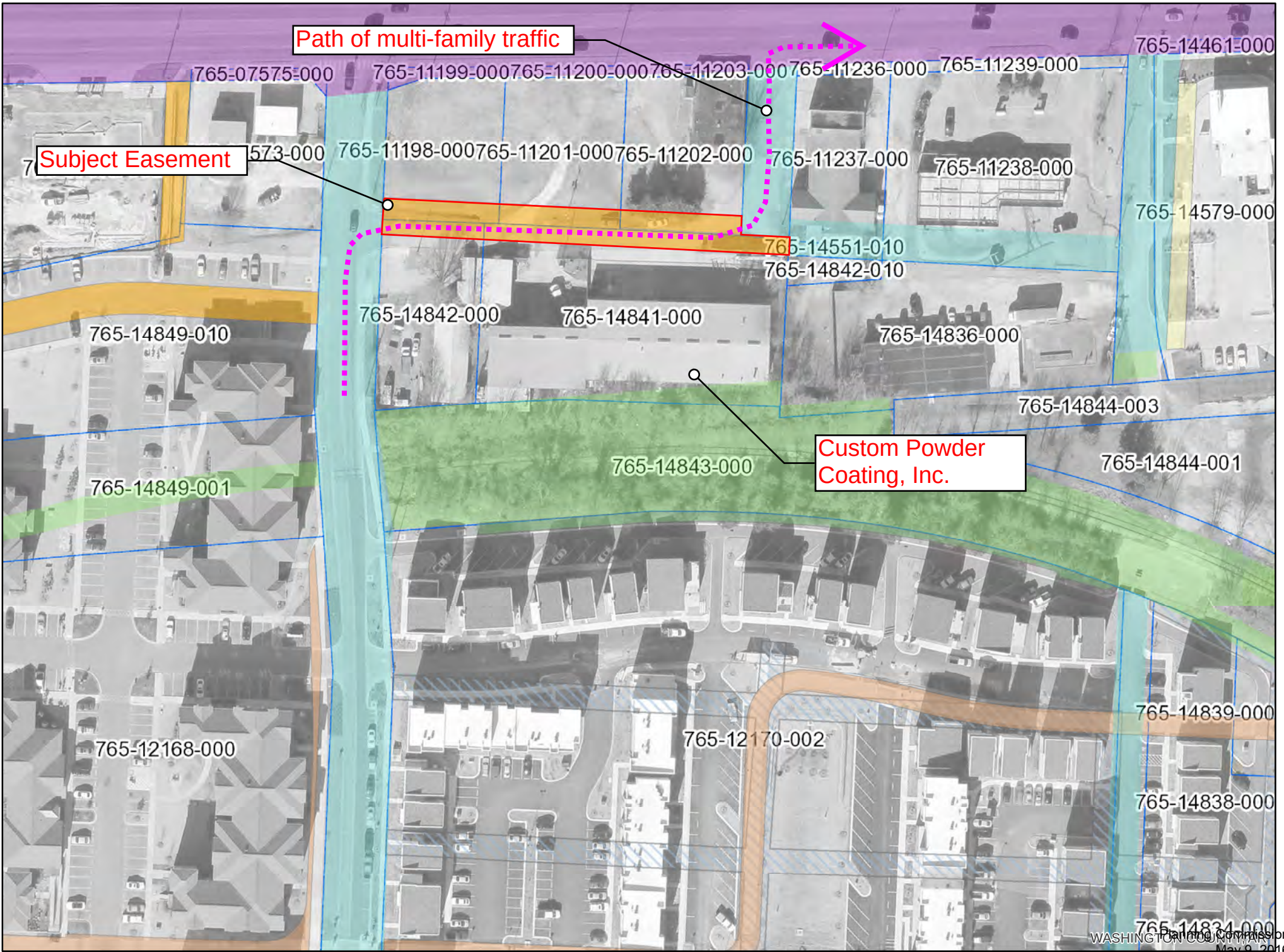
CITY COUNCIL ACTION: yes Required
 Approved Denied

Date: / /

Comments:

The "CONDITIONS OF APPROVAL" listed in this report are accepted in total without exception by the entity requesting approval of this right-of-way vacation.

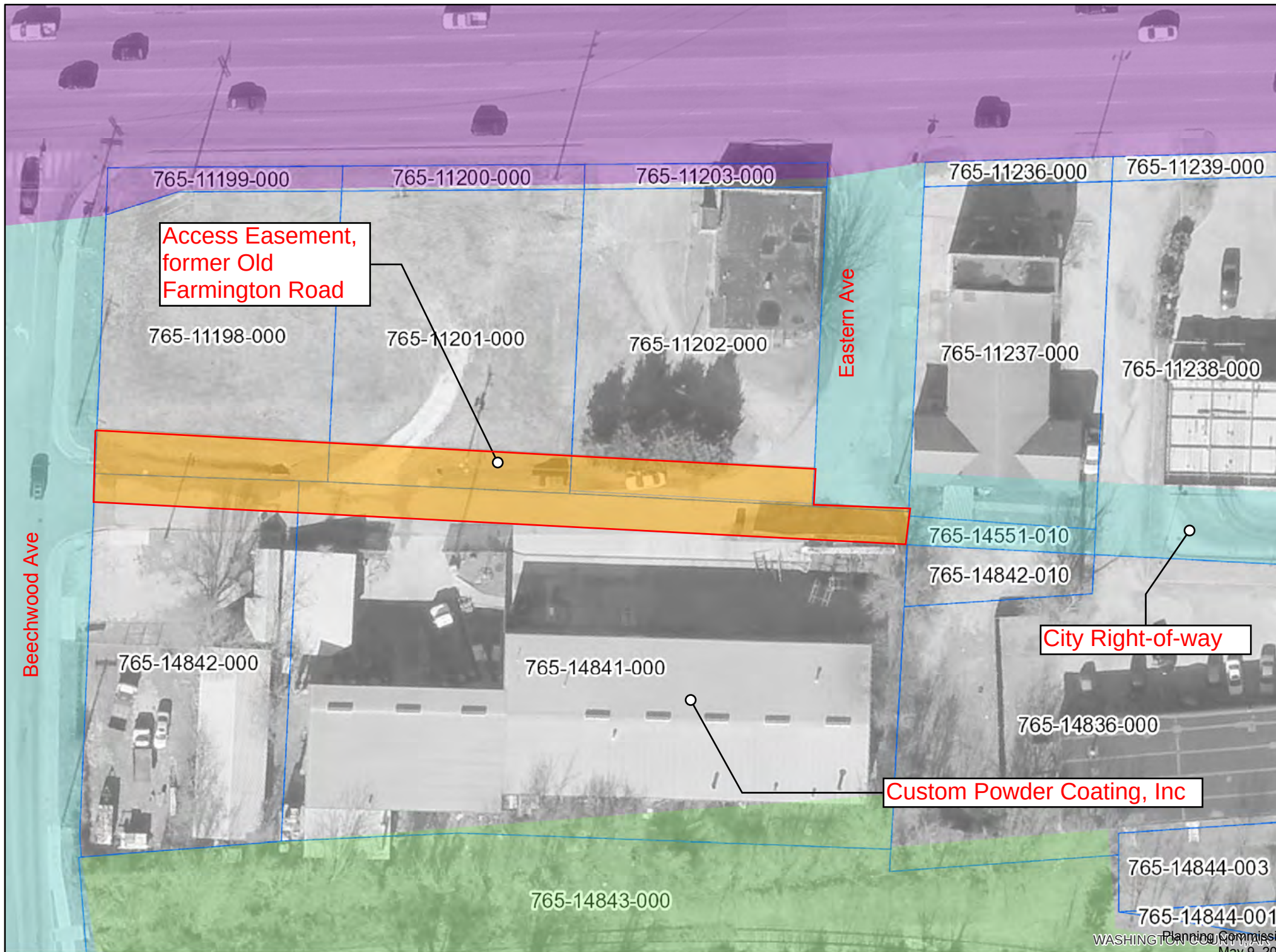
Name: _____ Date: _____

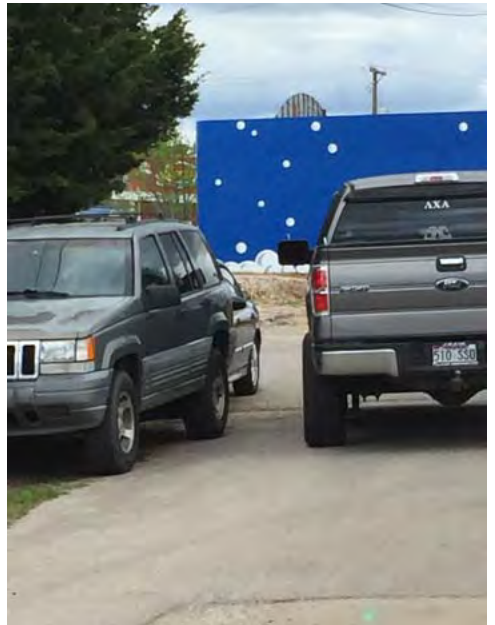
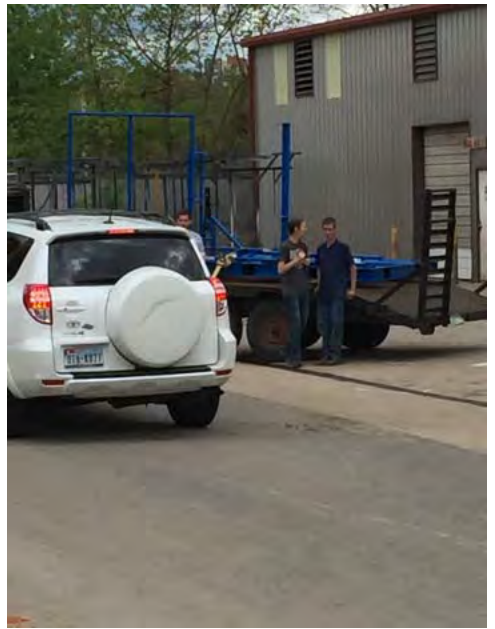


Path of multi-family traffic

Subject Easement

Custom Powder
Coating, Inc.





Staff photographed traffic conditions. (April, 2016)

Angela Stevens
429 E Sutton Street
Fayetteville, AR 72701

4/8/16

City of Fayetteville Planning Commission and Fayetteville City Council
Fayetteville, Arkansas

Dear City of Fayetteville Planning Commission and Fayetteville City Council:

In 2000 at the request of the Fayetteville Planning Commission we went through the process for the right-of-way to be vacated and to close the 1600 block of Farmington Street (it runs between Beechwood through Eastern) in Fayetteville. It was the determination of planning that this portion of the road did not meet city street standards and to bring it up to standard would be pointless now or in the future and they also wanted to increase the public safety on the property, there were real concerns that the nature of the business on this portion of street would have safety issues if the public used it.

In time since this street vacation the area around our business has changed with growth. The traffic flow has increased on MLK. We now have up to 700 beds to the west of us and up to 700 beds to the south of us in student housing. The 1600 block of what was formally W. Farmington Street has become a cut through for mopeds and vehicles; we have students and general public travelling through the property to avoid traffic congestion at MLK and Beechwood. It is a very unsafe situation given the nature of our business on this site. Not only does it expose the people choosing to use it as a cut through to harm, it exposes our business, our customers, and our employees to risk when we are out working on fork lifts and when we have large truck deliveries taking place.

Originally solid waste requested an access easement for trash pickup purposes (they no longer require this access), when the ordinance was written an access easement was platted so that solid waste could have access to the dumpster but the language made it a general access easement instead of a solid waste access. Now I am responsible for maintenance of what was formerly a city street but also have the liability of public use, I have no control of personal property that I pay taxes on.

My request is for the City to vacate the general access easement, so I can responsibly control and use my property and insure the safety of my customers, my employees and the general public. I am not requesting vacating the utility easements, and I will always work with those various entities to provide the access they require to do their utilities work.

Sincerely,

Angela Stevens

Angela Stevens
429 E Sutton Street
Fayetteville, AR 72701

4/8/16

Fayetteville City Planning Commission and Fayetteville City Council
Fayetteville, Arkansas

Dear Fayetteville City Planning Commission and Fayetteville City Council:

We personally delivered the " Adjacent Property Owner Notification / Approval form" to Ryan Fowler of Monroe Eaton LLC on 3/30/16. I texted him on 4/6/16 asking if he would email or drop the form back to me. I followed up with a call leaving a message on 4/08/16. I have not received the form back from the adjacent property owner.

Thank you,

Angela Stevens

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke extending to the right.

SAMPLE PETITION*

PETITION TO VACATE A(N) (*alley, easement, right-of-way*) LOCATED IN (*lot, block, subdivision*), CITY OF FAYETTEVILLE, ARKANSAS

TO: The Fayetteville City Planning Commission and
 The Fayetteville City Council

We, the undersigned, being all the owners of the real estate abutting the (*alley, easement, right-of-way*) hereinafter sought to be abandoned and vacated, lying in (*lot, block, subdivision*), City of Fayetteville, Arkansas, a municipal corporation, petition to vacate a(n) (*alley, easement, right-of-way*) which is described as follows:

(Legal Description of area to be vacated)

That the abutting real estate affected by said abandonment of the alley are (*lot, block, subdivision of each adjoining lot to the area requested to be vacated*) 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 (*alley, easement, right-of-way*).

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 10 day of April, 20 16.

Angela Stevens
Printed Name

[Signature]
Signature

Printed Name

Signature

*** Note: This is a sample - each applicant is responsible for submitting a petition which accurately reflects their specific request.**

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 3/22/16

UTILITY COMPANY: AT&T

APPLICANT NAME: Angela and Joel Stevens APPLICANT PHONE: 479-263-7065

REQUESTED VACATION (*applicant must check all that apply*):

- ☒ Access 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

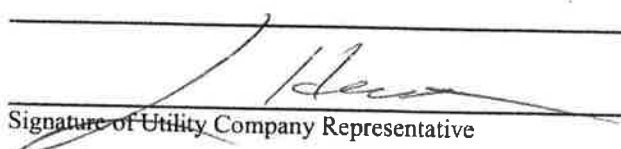
1600 block in the area of the former W. Farmington from Beechwood to Eastern

- ☐ (*ATTACH legal description and graphic representation of what is being vacated-SURVEY*)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above, and no comments.
- ☐ 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:


Signature of Utility Company Representative

MGR OSP PIng & Engrg Design

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 3/22/16

UTILITY COMPANY: Cox Communication

APPLICANT NAME: Angela and Joel Stevens APPLICANT PHONE: 479-263-7065

REQUESTED VACATION (*applicant must check all that apply*):

- ☒ Access 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

1600 block in the area of the former W. Farmington from Beechwood to Eastern

- ☐ (*ATTACH legal description and graphic representation of what is being vacated-SURVEY*)

UTILITY COMPANY COMMENTS:

- ☐ No objections to the vacation(s) described above, and no comments.
- ☐ 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 developers/owners expense.

KyDA Smith
Signature of Utility Company Representative

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 3/22/16

UTILITY COMPANY: Black Hills Energy (Formerly Souders)

APPLICANT NAME: Angela and Joel Stevens APPLICANT PHONE: 479-263-7065

REQUESTED VACATION (*applicant must check all that apply*):

- ☐ Access 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

1600 block in the area of the former W. Farmington from Beechwood to Eastern

- ☐ (*ATTACH legal description and graphic representation of what is being vacated-SURVEY*)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above, and no comments.
- ☐ 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:

Ben A. Dainoff
Signature of Utility Company Representative

SUPERVISOR - DIVISION OPERATIONS

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 3/22/16

UTILITY COMPANY: OZARKS Electric

APPLICANT NAME: Angela and Joel Stevens APPLICANT PHONE: 479-263-7065

REQUESTED VACATION (*applicant must check all that apply*):

- ☐ Access 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

1600 block in the area of the former W. Farmington from Beechwood to Eastern

- ☐ (*ATTACH legal description and graphic representation of what is being vacated-SURVEY*)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above, and no comments.
- ☐ 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:

Signature of Utility Company Representative

Mike Phipps STAKING TECH III

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 3/22/16

UTILITY COMPANY:

City of Fayetteville (Solid Waste)

APPLICANT NAME: Angela and Joel Stevens APPLICANT PHONE: 479-263-7065

REQUESTED VACATION (*applicant must check all that apply*):

- ☐ Access 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

1600 block in the area of the former W. Farmington from Beechwood to Eastern

☐ (**ATTACH legal description and graphic representation of what is being vacated-SURVEY**)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above, and no comments.
- ☐ 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:

Signature of Utility Company Representative

4/11/2016

John Nelson

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 3/22/16

UTILITY COMPANY: AEP SWEPCO

APPLICANT NAME: Angela and Joel Stevens APPLICANT PHONE: 479-263-7065

REQUESTED VACATION (*applicant must check all that apply*):

- ☒ Access 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

1600 block in the area of the former W. Farmington from Beechwood to Eastern

- ☐ (*ATTACH legal description and graphic representation of what is being vacated-SURVEY*)

UTILITY COMPANY COMMENTS:

- ☐ No objections to the vacation(s) described above, and no comments.
- ☒ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

WE ARE REQUESTING THE ACCESS/UTILITY ~~AND~~ EASEMENT TO
REMAIN AS A GENERAL UTILITY EASEMENT

- ☐ No objections provided the following conditions are met:

Truong Le 3-29-16
Signature of Utility Company Representative

UTILITY APPROVAL FORM

FOR RIGHT-OF-WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 3/22/2016

UTILITY COMPANY: CITY FAYETTEVILLE TRANSPORTATION

APPLICANT NAME: Angela Sue Stevens APPLICANT PHONE: 429 263 7065

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 1600 Block West Farmington St from Beechwood
through EASTERN - LIFT UP ACCESS EASEMENT FROM
Ordinance # 4252 OF 7-5-2000

- ☐ (ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above, and no comments.
- ☐ 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:

Signature of Utility Company Representative

Title

Commercial Services Rep

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 3/22/16

UTILITY COMPANY: City of Fayetteville (Transportation)

APPLICANT NAME: Angela and Joel Stevens APPLICANT PHONE: 479-263-7065

REQUESTED VACATION (*applicant must check all that apply*):

- ☐ Access 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

1600 block in the area of the former W. Farmington from Beechwood to Eastern

- ☐ (*ATTACH legal description and graphic representation of what is being vacated-SURVEY*)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above, and no comments.
- ☐ 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:

Joel Stevens
Signature of Utility Company Representative

Assistant Transportation Manager

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 3/22/16

UTILITY COMPANY: CITY OF FAYETTEVILLE WATER & SEWER

APPLICANT NAME: Angela and Joel Stevens APPLICANT PHONE: 479-263-7065

REQUESTED VACATION (*applicant must check all that apply*):

- ☒ Access 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

1600 block in the area of the former W. Farmington from Beechwood to Eastern

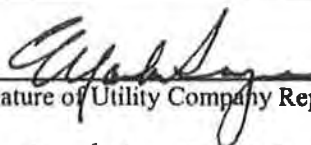
- ☐ (*ATTACH legal description and graphic representation of what is being vacated-SURVEY*)

UTILITY COMPANY COMMENTS:

- ☐ No objections to the vacation(s) described above, and no comments.
- ☒ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

SANITARY SEWER AND/OR UTILITY EASEMENT
FOR EXISTING SANITARY SEWER

- ☐ No objections provided the following conditions are met:


Signature of Utility Company Representative

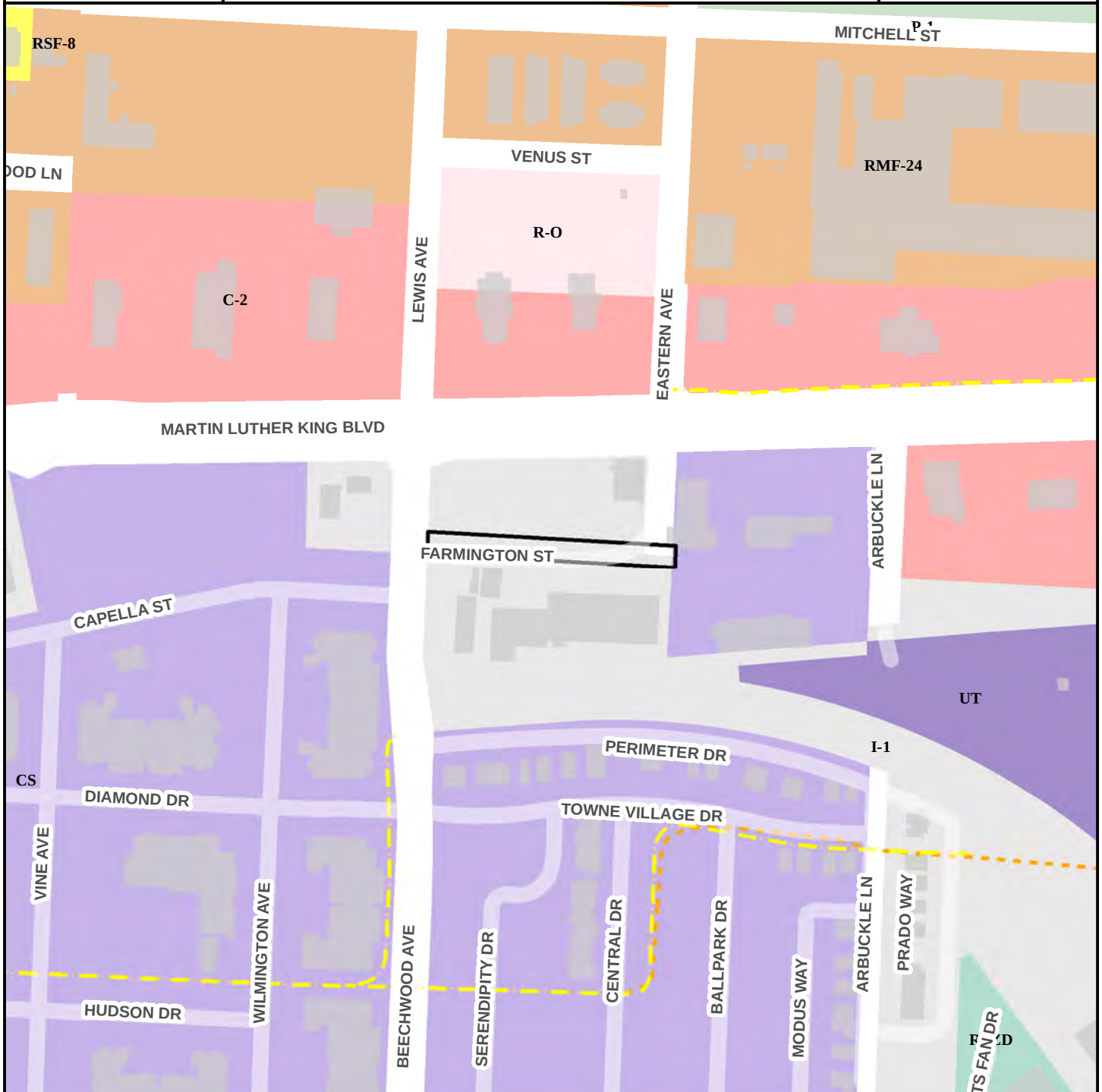
W.S. OPERATIONS MANAGER

VAC 16-5404

STEVENS

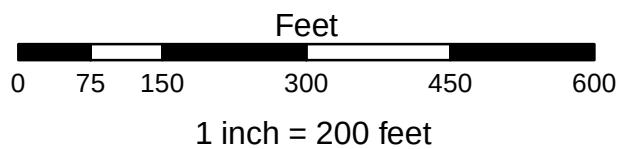


Close Up View



Legend

- Planning Area
- Fayetteville City Limits
- Shared Use Paved Trail
- Trail (Proposed)
- Building Footprint



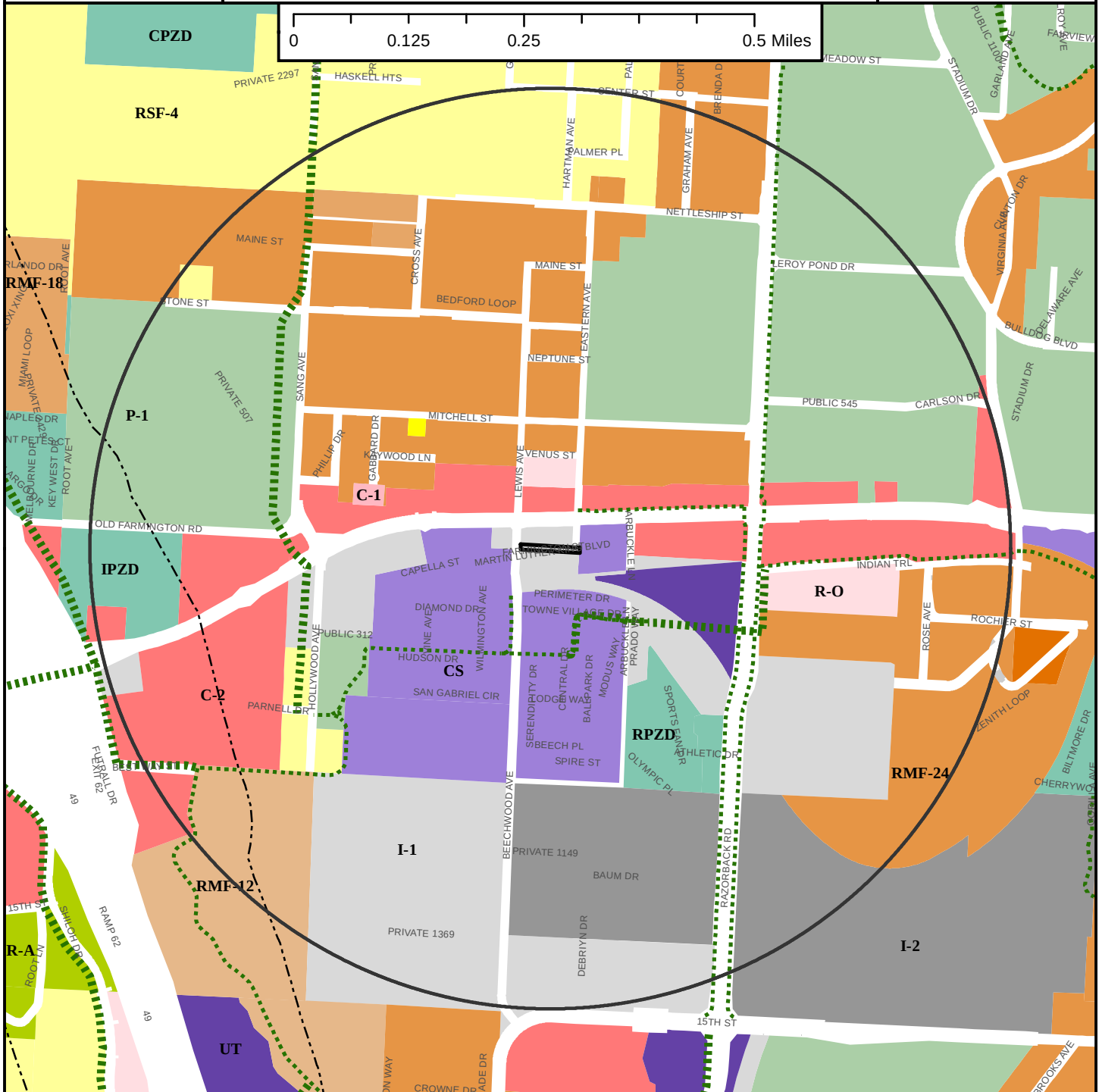
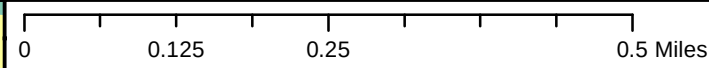
Zoning

- RSF-8
- RMF-24
- I-1
- R-O
- C-2
- UT
- CS
- PZD
- P-1

VAC 16-5404

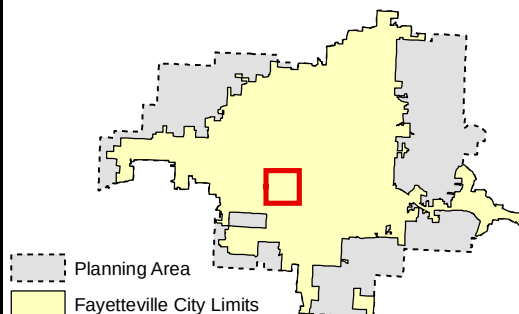
One Mile View

STEVENS



Legend

- Planning Area
- Fayetteville City Limits
- Shared Use Paved Trail
- Trail (Proposed)
- Design Overlay District
- Building Footprint



- | | |
|--|---|
| Zoning
RESIDENTIAL SINGLE-FAMILY
Residential-Agricultural
RSF-4
RSF-8
RESIDENTIAL MULTI-FAMILY
RMF-12
RMF-18
RMF-24
RMF-40
INDUSTRIAL
I-1 Heavy Commercial and Light Industrial | I-2 General Industrial
COMMERCIAL
Residential-Office
C-1
C-2
FORM BASED DISTRICTS
Urban Thoroughfare
Community Services
PLANNED ZONING DISTRICTS
Commercial, Industrial, Residential
INSTITUTIONAL
P-1 |
|--|---|



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0278

Agenda Date: 6/7/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: D. 3

THEATRE SQUARED, INC.:

A RESOLUTION TO APPROVE A LONG TERM LEASE OF THE SPRING AND WEST PARKING LOT WITH THEATRE SQUARED, INC. TO CONSTRUCT A PERFORMANCE THEATER WITH EDUCATIONAL AND COMMUNITY EVENT SPACE

WHEREAS, in August of 2015, Theatre Squared, Inc. announced it had been awarded an Our Town grant from the National Endowment of the Arts to begin exploratory work for a new theater; and

WHEREAS, in September the Walton Family Foundation selected Theatre Squared, Inc. for the first Northwest Arkansas Design Excellence Program grant; and

WHEREAS, in October the Fayetteville City Council expressed its support for Theatre Squared, Inc.'s proposed theater project to be built on the City owned parking lot at Spring and West and requested that the City negotiate terms of the lease; and

WHEREAS, after City staff discovered a 15 foot wide strip of land along West Street was not in the City's clear ownership and no surviving owners could be located, the Fayetteville City Council authorized the Fayetteville City Attorney's Office to file a condemnation action for this 15 foot strip; and

WHEREAS, after extensive negotiations, the City Administration forwards for the City Council's approval, rejection or modification the final draft lease presented by Theatre Squared, Inc.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the Lease Agreement between the City of Fayetteville, Arkansas and Theatre Squared, Inc. attached hereto as an exhibit and authorizes Mayor Jordan to sign this Lease Agreement with its initial 25 year lease term and three automatic renewal 25 year lease terms.

City of Fayetteville Staff Review Form

2016-0278

Legistar File ID

6/7/2016

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

Jeremy Pate

5/24/2016

Development Services /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a lease with Theatre Squared, Inc. for the premises located at the corner of West Avenue and Spring Street, in consideration of the terms and conditions more fully described in the Lease Agreement

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? No

Budget Adjustment

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

MEETING OF JUNE 07, 2016

TO: Fayetteville City Council

THRU: Mayor Lioneld Jordan

FROM: Jeremy Pate, Development Services Director 

DATE: May 24, 2016

SUBJECT: Theatre Squared – Lease Agreement

RECOMMENDATION:

Approval of a lease with Theatre Squared, Inc. for the premises located at the corner of West Avenue and Spring Street, in consideration of the terms and conditions more fully described in the Lease Agreement

BACKGROUND:

Theatre Squared is a non-profit professional theatre in downtown Fayetteville offering an intimate live theatre experience for 30,000 patrons each year, the only theater of its kind in a 150-mile radius. Theatre Squared offers visitors access to professional artists in productions that are conceived, rehearsed and performed only in Fayetteville; broadly accessible ticket prices, many of which are subsidized for Fayetteville residents; educational programs reaching 1500 Fayetteville students at no cost; and free tickets for clients of various non-profit organizations in Fayetteville. It is the top-rated attraction for Fayetteville on the on-line service TripAdvisor, and has received recognition by the American Theatre Wing, founder of the Tony Awards, as one of the nation's ten best emerging theaters. The organization is currently leasing space from the Walton Arts Center in the Nadine Baum Studio as its primary performance area, and has several satellite locations for storing equipment, offices and other supporting activities.

Growth in the organization and region suggests that the capacity of Theatre Squared has yet to be realized. A study commissioned by the theatre determined that their rapid and sustained growth over the past 10 years, a tenfold increase in audience and budget since 2009, along with national recognition and the cultural arts amenities drawing visitors to the region, compels the organization to explore opportunities for an expanded and new permanent home. Significant infrastructure challenges, operating constraints and immediate capacity issues emerged from this long-term facilities plan, resulting in a new focus on building “an intimate, state-of-the-art, permanent home.”

In August of 2015 Theatre Squared announced the award of a competitive Our Town grant from the National Endowment of the Arts to begin the design exploration process. In September, the Walton Family Foundation selected Theatre Squared as an inaugural project for the Northwest Arkansas Design Excellence Program, providing significant grant funding to support exceptional architecture and design, thereby funding the design costs for the project. The City supported

Theatre Squared in these grant applications, to provide a new, world-class theatre in downtown Fayetteville. After reviewing several sites to locate a new permanent home in downtown Fayetteville, where the synergy of cultural arts, entertainment and necessary supporting amenities are available, Theatre Squared determined the property best situated to add to the performing arts destination that is downtown Fayetteville is a site at the southeast corner of West Avenue and Spring Street, home to a parking lot that was utilized as a construction staging and Walton Arts Center staff parking for much of 2014-2015. This property offers the size and proximity to public parking, the Walton Arts Center, Dickson Street, and other amenities that a downtown theatre needs to thrive.

In October 2015, the City Council approved Resolution 186-15, expressing the City's support of Theatre Squared and its intent to negotiate a lease to utilize the property at the southeast corner of West Avenue and Spring Street for a new performance facility. The mayor, staff and City Attorney's office have drafted and negotiated with Theatre Squared the terms of the agreement, which are included for the Council's consideration.

DISCUSSION:

As discussed in October, the staff fully supports this endeavor, as we believe the economic and cultural impact of an expanded, unique theatre in the downtown can be a significant draw for tourism and economic development to the City, supporting restaurants, shopping and other establishments. Theatre Squared has agreed to fundraise and construct a major theatrical performance facility on the premises, including other customer convenience facilities such as a coffee shop or restaurant, retail/gift shop, and a residential facility for performing artists and related persons. Highly professional performances meeting at a minimum the quantity and quality of those performed over the past year are required as part of the lease, and Theatre Squared may also provide facilities for community activities, educational programming, and gathering spaces. Additional details regarding the programming of the planned spaces will be described by Theatre Squared.

BUDGET/STAFF IMPACT:

Currently this property contains a public, pay parking lot containing approximately 54 spaces. For the better part of 2014-2015, the property was out of commission as a parking lot, serving as a lay-down/staging area for the parking deck construction as well as temporary dedicated parking for Walton Arts Center staff. The revenue from this parking lot, like all public parking downtown, is dedicated to paying back the bonds issued for the deck construction, though revenue reports show the subject lot is the least used and least revenue-generating of any of the lots in the Entertainment District. During the initial discussion of the proposal, the Finance Director made it clear that the Spring Street Parking Deck needed to be open and operational before considering the lease, as this lot's revenue projection is to be transferred to the deck for the continued bond payments, to offset the revenue lost once Theatre Squared takes over the lot. If agreed upon, the lease will not take effect until the project is formally approved and ready to be constructed, with proof of financing the capital costs in hand.

Attachments:

Letter of Request



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

Resolution: 186-15

File Number: 2015-0407

THEATRE SQUARED CITY COUNCIL SUPPORT:

A RESOLUTION TO EXPRESS THE CITY COUNCIL'S SUPPORT OF THEATRE SQUARED AND ITS INTENT TO LEASE 0.8 ACRE OF CITY PROPERTY AT THE SOUTHEAST CORNER OF WEST AND SPRING AS THEATRE SQUARED'S NEW PERMANENT PERFORMANCE FACILITY

WHEREAS, Theatre Squared is a non-profit professional theater organization offering 220 performances annually in the Entertainment District and in local schools and is the only such theater of this nature in a 150 mile radius; and

WHEREAS, Theatre Squared offers professional theater productions for broadly accessible and partially subsidized ticket prices; and

WHEREAS, Theatre Squared has provided free educational programs for 1,500 Fayetteville students and is listed as one of America's top ten emerging theaters; and

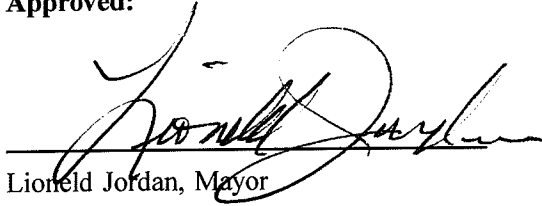
WHEREAS, Theatre Squared has received (with City of Fayetteville support) a competitive Our Town grant from the National Endowment for the Arts to begin the design exploration process for a new facility.

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

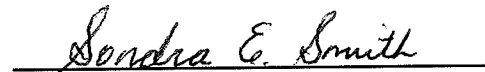
Section 1. That the City Council of the City of Fayetteville, Arkansas hereby expresses its support of Theatre Squared and its intent to lease 0.8 acres of City property at the southeast corner of West and Spring as Theatre Squared's new permanent performance facility.

PASSED and APPROVED on 10/6/2015

Approved:


Lioneld Jordan, Mayor

Attest:


Sondra E. Smith, City Clerk Treasurer



LEASE AGREEMENT

BETWEEN

THE CITY OF FAYETTEVILLE, ARKANSAS

and

THEATRE SQUARED, INC.

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LEASE AGREEMENT

This Lease Agreement from the City of Fayetteville, Arkansas to Theatre Squared, Inc. is effective upon the approval by the Fayetteville City Council by Resolution and signature of Mayor Lioneld Jordan and the approval of the Board of Directors of Theatre Squared, Inc. and authorized signature of its Chairperson.

RECITALS:

The term of the lease does not begin to run nor is possession of the City's parking lot upon which Theatre Squared, Inc.'s project is to be built transferred to Theatre Squared, Inc. until its Large Scale Development (or similar development proposal) has been approved by the Fayetteville Planning Commission or Fayetteville City Council and Theatre Squared, Inc. certifies to the City of Fayetteville that it has the finances in hand or properly pledged to the City's satisfaction to construct a substantial (majority) portion of its project. The City of Fayetteville acknowledges that Theatre Squared may be required to complete its project in phases or stages over several years.

In consideration of the terms and conditions contained herein, the sufficiency of which is acknowledged by the City of Fayetteville, Arkansas and Theatre Squared, Inc., the parties agree as follows:

(1) **Premises and Improvements Leased.** Subject to the terms and conditions set forth in this Lease Agreement, the City of Fayetteville, Arkansas leases and lets the Premises located at the corner of West Avenue and Spring Street in Fayetteville as more particularly described in Exhibit "A" unto Theatre Squared, Inc. who hereby accepts the Premises as is.

(2) **Term.**

(A) *Initial Term.* Unless sooner terminated as set forth below, the term of this Lease Agreement shall be twenty-five (25) years, commencing after the date City of Fayetteville, Arkansas and Theatre Squared, Inc. execute this Lease Agreement and

when Theatre Squared, Inc. obtains approval of its Large Scale Development or similar development proposal from the Planning Commission or City Council and certifies to the City of Fayetteville that Theatre Squared, Inc. has the finances in hand to construct a substantial (majority) portion of its project. This date shall be denoted the “**Lease Commencement Date**” and shall continue through the last day of the month at 5:00 PM CST in which the twenty-fifth (25th) anniversary of the Lease Commencement Date occurs.

(B) *Second Term.* At the end of the original Term, Theatre Squared, Inc. shall have the option to extend the Term of this Lease Agreement for a second period of twenty-five (25) years subject to the terms and conditions herein set forth, provided Theatre Squared, Inc. has continued to abide by all of its promises, commitments, representations and warranties of this Lease Agreement and is not otherwise in default. Theatre Squared, Inc. may execute its option to extend the Term by providing written notice to the City of Fayetteville, Arkansas at least six (6) months prior to the expiration of the original Term. After receipt of Theatre Squared, Inc.’s written notice to extend its rental term, the City shall within one month notify Theatre Squared, Inc. in writing if the City believes that Theatre Squared, Inc. has failed to abide by any of its promises, commitments, representations or warranties or otherwise is in default of this Lease Agreement. Theatre Squared, Inc. shall have at least 5 months thereafter to cure any such alleged default or failure.

(C) *Third Term.* At the end of the second Term, Theatre Squared, Inc. shall have the option to extend the Term of this Lease Agreement for a third period of twenty-five (25) years subject to the terms and conditions herein set forth, provided Theatre

Squared, Inc. has continued to abide by all of its promises, commitments, representations and warranties of this Lease Agreement and is not otherwise in default. Theatre Squared, Inc. may execute its option to extend the Term by providing written notice to the City of Fayetteville, Arkansas at least six (6) months prior to the expiration of the second Term. After receipt of Theatre Squared, Inc.'s written notice to extend its rental term, the City shall within one month notify Theatre Squared, Inc. in writing if the City believes that Theatre Squared, Inc. has failed to abide by any of its promises, commitments, representations or warranties or otherwise is in default of this Lease Agreement. Theatre Squared, Inc. shall have at least 5 months thereafter to cure any such alleged default or failure.

- (D) *Fourth Term.* At the end of the third Term, Theatre Squared, Inc. shall have the option to extend the Term of this Lease Agreement for a fourth period of twenty-five (25) years subject to the terms and conditions herein set forth, provided Theatre Squared, Inc. has continued to abide by all of its promises, commitments, representations and warranties of this Lease Agreement and is not otherwise in default. Theatre Squared, Inc. may execute its option to extend the Term by providing written notice to the City of Fayetteville, Arkansas at least six (6) months prior to the expiration of the third Term. After receipt of Theatre Squared, Inc.'s written notice to extend its rental term, the City shall within one month notify Theatre Squared, Inc. in writing if the City believes that Theatre Squared, Inc. has failed to abide by any of its promises, commitments, representations or warranties or otherwise is in default of this Lease Agreement. Theatre Squared, Inc. shall have at least 5 months thereafter to cure any such alleged default or failure.

(3) **Rental.** As primary rental for the Premises Theatre Squared, Inc. agrees to faithfully perform all of the Representations and Warranties of Theatre Squared, Inc. contained in Paragraph 36 of this Lease Agreement. As additional rental, Theatre Squared, Inc. shall pay in full on a timely basis all costs, expenses, fees, and assessments owed in connection with any Theatre Squared, Inc.'s development and construction upon the site.

(4) **Theatre Squared, Inc.'s Development and Construction of its theatrical performance facilities and ancillary facilities.** As a primary consideration to support this Lease Agreement, Theatre Squared, Inc. agrees that it will fund raise and construct a major theatrical performance facility on the Premises. Ancillary facilities including offices, parking and loading areas and customer convenience facilities such as: a restaurant or coffee shop, a retail or gift shop, a residential facility for visiting performance artists, directors, playwrights, set, lighting, costume and similar designers, and community meeting and educational areas, etc. may also be constructed in harmony with the principal theater on the Premises.

(5) **Taxes.** As additional rental, Theatre Squared, Inc. shall pay, before they become delinquent, all ad valorem taxes, if any, and special or general assessments, if any, lawfully levied or assessed against the Premises, or which may become a lien against the Premises, or which become due and payable during the term hereof. Upon giving notice to City of Fayetteville, Arkansas, Theatre Squared, Inc. may, in good faith and in the manner provided by law, contest any such tax or assessment against the Premises; provided, all costs and expenses incident to contesting such taxes or assessments shall be paid by Theatre Squared, Inc., and Theatre Squared, Inc. shall: (i) if necessary to prevent any sale of the Premises or any loss or damage to City of Fayetteville, Arkansas, pay such tax or assessment under protest; (ii) in the event of an adjudication adverse to Theatre Squared, Inc., promptly pay such tax or assessment; (iii) indemnify and hold City of

Fayetteville, Arkansas harmless against any losses or damages arising from such contest; (iv) take all such other actions as may be reasonably necessary to prevent any such sale or loss; and (v) before such taxes or assessments become delinquent, deliver to City of Fayetteville, Arkansas proof of Theatre Squared, Inc.'s timely and full payment of all such taxes and assessments. The duty of indemnification shall survive the expiration or termination of this Agreement. Additionally, nothing contained in this provision shall be a waiver of City of Fayetteville, Arkansas's right, at City of Fayetteville, Arkansas's cost, to challenge the imposition of any type or kind of taxes on the Premises.

(6) **Insurance.** Nothing contained herein shall obligate or otherwise require City of Fayetteville, Arkansas to procure or maintain any insurance pertaining to the Premises. Theatre Squared, Inc. will constantly at its sole cost and expense keep the Premises insured under special form policies of fire and extended coverage for its full insurable value, with vandalism, sprinkler leakage, and malicious mischief insurance, and such other reasonable additional coverages as may from time to time be designated by City of Fayetteville, Arkansas, including, without limitation, all-risk coverage, boiler and machinery insurance, flood insurance and earthquake insurance added as endorsements to said insurance policy. This insurance must be maintained with a reliable insurance company or companies licensed to do business in the state of Arkansas. These policies shall also include a replacement cost coverage endorsement and must meet all coinsurance requirements of the insurer, in an amount affording coverage of not less than eighty percent (80%) of the full insurable value of the Premises. Such policy or policies shall provide that coverage is noncancelable without thirty (30) days prior written notice to City of Fayetteville, Arkansas.

Theatre Squared, Inc. further agrees to carry and maintain commercial general liability insurance written as primary coverage with a reliable insurance company licensed to do business

in the state of Arkansas, and acceptable to City of Fayetteville, Arkansas, covering occurrences that may arise on the Premises as a result of the operations thereon, in amounts not less than \$1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage and \$3,000,000 per occurrence of combined bodily injury and property damage. All policies required by this provision shall be jointly payable to the Theatre Squared, Inc. and the City.

(7) **Waiver of Subrogation Rights.** City of Fayetteville, Arkansas and Theatre Squared, Inc. each hereby waive their respective rights of subrogation against the other for any and all claims and causes of action whatsoever arising out of any injury upon, or loss or damage to, the Premises, or any part thereof, resulting from any risk or peril insured against by any of the insurance policies herein required or purchased by the Theatre Squared, Inc. City of Fayetteville, Arkansas and Theatre Squared, Inc. shall each promptly notify their respective insurers of such waiver of subrogation rights.

(8) **Maintenance by Theatre Squared, Inc.** Theatre Squared, Inc. shall, at its sole cost, risk and expense: (i) maintain the Premises in good condition and repair, excepting therefrom only normal, reasonable wear and use; (ii) keep the Premises in a clean, safe and sanitary condition; (iii) make, or cause to be made, all necessary repairs, whether interior, exterior or structural, on the Premises; and (iv) provide for the reasonable care, landscaping and cleaning of the Premises.

(9) **Utilities.** Theatre Squared, Inc. shall, at its sole cost and expense, provide utilities for the Premises, including without limitation all initial installation or connection fees or charges, and all monthly fees, service charges or late charges for electricity, television, cable, telephones, water, gas, sewer and garbage service, or any other expenses arising out of, or incident to Theatre Squared, Inc.'s occupancy of the Premises.

(10) **Surrender of Premises.** At the termination under this Lease Agreement or the expiration and non-renewal of a Term: (i) Theatre Squared, Inc. shall surrender and deliver to City of Fayetteville, Arkansas the Premises in good repair and condition, excepting therefrom only damage by fire, tornado or other casualty and normal, reasonable wear and use; and (ii) all improvements and fixtures affixed to the Premises shall be and remain the sole property of City of Fayetteville, Arkansas without any payment whatsoever by City of Fayetteville, Arkansas to Theatre Squared, Inc. or any offset in favor of Theatre Squared, Inc. against City of Fayetteville, Arkansas.

(11) **No Offsets.** In the event Theatre Squared, Inc. shall have any claim whatsoever against City of Fayetteville, Arkansas, such claim may not be offset against the rental considerations.

(12) **Theatre Squared, Inc.'s Use.** Theatre Squared, Inc. shall use and occupy the Premises as a nonprofit performance arts theater for citizens of Fayetteville and surrounding area. Theatre Squared, Inc. may provide or contract for related ancillary support services and educational activities for Fayetteville citizens, school children and others. At all times Theatre Squared, Inc. shall conduct its business and control its agents, employees, invitees, licensees, and all other persons entering upon the Premises, or any part thereof, under the authority or by permission of Theatre Squared, Inc., in such a manner as is lawful and reputable. Theatre Squared, Inc. shall not permit, allow or otherwise suffer any operations to be conducted on the Premises that would cause the suspension or cancellation of the fire and extended coverage insurance policies required under Paragraph 5. Theatre Squared, Inc., in the use and occupancy of the Premises, and in the conduct of its business thereon, shall at all times comply with all applicable plat or zoning restrictions, deed restrictions, and all other laws, statutes, ordinances, or regulations applicable to the Premises, and

Theatre Squared, Inc. shall, at its sole cost and expense, secure and maintain all necessary licenses and permits required for the conduct of its business upon the Premises.

(13) **Abatement of Theatre Squared, Inc.'s Obligations.** Theatre Squared, Inc.'s obligations and duties pursuant to this Lease Agreement, including without limitation its obligations under this Lease Agreement, shall not be abated, terminated or diminished during any period that the Premises, or any part thereof, are untenable, except as provided in Paragraphs 14, 18 or 19; provided, however, that Theatre Squared, Inc. shall remain responsible to pay all amounts required to be paid under this Lease Agreement and that became due and owing prior to the events identified in Paragraphs 14, 18 or 19.

(14) **Restoration of Improvements.** In the event any or all improvements to the Premises are either partially or entirely destroyed or damaged by any cause whatsoever, Theatre Squared, Inc. shall notify City of Fayetteville, Arkansas of such loss or damage. Thereafter, Theatre Squared, Inc. shall, at its sole cost, risk and expense, promptly commence and diligently complete, or cause to be promptly commenced and diligently completed: (i) the removal of any debris on the Premises, salvaging to the extent economically feasible any salvageable or reusable materials remaining thereon, and Theatre Squared, Inc. shall promptly alleviate any dangerous conditions existing on the Premises as a result of such damage or destruction; and (ii) the repair and restoration of the Premises, so that upon the completion of such repairs and restoration, the Premises will (a) be suitable for Theatre Squared, Inc.'s use, (b) have a commercial value at least as great as that before such loss or destruction, and (c) retain, to the extent practicable, the same appearance and character. If such loss, damage or destruction results from a casualty covered by one or more policies of casualty insurance, the proceeds of such policies shall, to the extent necessary, be paid to Theatre Squared, Inc. as reimbursement for its reasonable expenses incurred in the repair and restoration of

the Premises; provided, however, prior to the payment to Theatre Squared, Inc. of the proceeds of such insurance policies, Theatre Squared, Inc. shall deliver to City of Fayetteville, Arkansas satisfactory evidence of the completion of such repairs and restoration, and the cost thereof, and the reasonableness of all such costs. If the proceeds from such insurance policies are insufficient to reimburse Theatre Squared, Inc. for its expenditures relating to the repair and restoration of the Premises, Theatre Squared, Inc. alone shall bear all costs of such repairs and restoration which are in excess of the proceeds of such insurance policies. In the event the proceeds of such insurance policies are greater than the sums required to repair and restore the Premises, all such remaining sums shall be the sole property of Theatre Squared, Inc.

(15) **Waste - Liens.** Theatre Squared, Inc. shall not allow or suffer: (i) any waste of the Premises; or (ii) permit, by reason of any act of Theatre Squared, Inc. or failure by Theatre Squared, Inc. to perform any act required herein, any liens or other encumbrances to attach to, or to exist against, the Premises.

(16) **Indemnification.** Theatre Squared, Inc. shall indemnify, defend, save and hold harmless City of Fayetteville, Arkansas from and against all liabilities, claims, losses, damages, fines or causes of action (including without limitation all costs of court, investigation, or attorney's fees incurred in connection with such causes of action or claims and any appellate litigation) due to any death or personal injury to any person whomsoever or any property damage whatsoever arising out of, from, or pertaining to:

- (A) Theatre Squared, Inc.'s operations or the conduct of its business upon the Premises, including without limitation any condition pertaining to the Premises attributable thereto; and
- (B) Any breach violation, or nonperformance of any term, covenant, or provision under

this Lease Agreement by Theatre Squared, Inc., its employees, invitees, licensees and agents.

If City of Fayetteville, Arkansas is made a party to any suit or legal action for damages arising from the negligence or other actions of Theatre Squared, Inc., its employees, invitees, licensees, or agents (including any of the causes enumerated above), City of Fayetteville, Arkansas shall give notice to Theatre Squared, Inc. of such suit or legal action and Theatre Squared, Inc. shall thereupon assume all burden, cost and expense incident to the defense, investigation, and settlement of such cause of action or claim, including all costs of court, investigation and attorney's fees in connection therewith, and Theatre Squared, Inc. shall promptly pay any judgment which may be obtained in such suit or legal action against the City of Fayetteville, Arkansas. The City of Fayetteville does not waive its statutory sovereign immunity nor does Theatre Squared, Inc. waive any charitable immunity by any provision within this Lease Agreement.

(17) **Assignment and Subletting.** Subject to Section 39, Theatre Squared, Inc. may not assign, sublet, mortgage or otherwise encumber its interest or estate in the Premises, or any part thereof, or its rights pursuant to this Lease Agreement, without the prior written consent of City of Fayetteville, Arkansas, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Lessee shall be permitted to allow use of the Premises by art-related entities and resident companies. Temporary subletting of community meeting or education space and subletting portions of its planned residential facilities to visiting performance artists; playwrights; set, lighting, costume and similar designers; and directors around the period of their performances, rehearsals for said performances or artistic work at the Theatre Squared, Inc.'s theater are authorized without further Resolution of the City Council. Any assignment or subletting by Theatre Squared, Inc. shall not act or release Theatre Squared,

Inc. from its obligations pursuant to this Lease Agreement.

(18) **Total Condemnation of the Premises.** If, during the term under this Lease Agreement, all or a substantial part of the Premises are condemned by an entity having the power of eminent domain, and if such condemnation will materially interfere with Theatre Squared, Inc.'s use of the Premises so that the Premises cannot be made suitable for occupation by reasonable repairs or restoration, or if the Premises are sold to such condemning authority or entity under the threat of condemnation, then Theatre Squared, Inc. may terminate this Lease Agreement by giving notice thereof to City of Fayetteville, Arkansas; thereafter, any award of damages in connection with such condemnation proceedings, or the proceeds of any such sale made to such condemning authority, shall be and remain the sole property of Theatre Squared, Inc. as to the value of any improvements and the sole property of the City of Fayetteville, Arkansas with regard to the value of land or real property taken.

(19) **Partial Condemnation of the Premises.** In the event less than a substantial portion of the Premises is taken or condemned by an entity having the power of eminent domain, or sold to such entity under the threat of condemnation, so that such condemnation or sale will not materially interfere with Theatre Squared, Inc.'s use of the Premises, this Lease Agreement shall not terminate, and Theatre Squared, Inc. shall, at its sole expense, cost and risk, promptly commence and diligently complete, or cause to be promptly commenced and diligently completed, the repair and restoration of the Premises, so that upon the completion of such repairs and restoration the Premises will, to the extent practicable, be suitable for use by Theatre Squared, Inc. and retain the same basic appearance, character and commercial value as immediately preceding such condemnation or sale.

(20) **Holding Over.** In the event Theatre Squared, Inc. shall hold over on the Premises, or any part thereof, after the termination under this Lease Agreement or the expiration

of the Term or any extension, unless otherwise agreed in writing such holding over shall constitute and be construed as a tenancy from year to year only.

(21) **Inspection.** City of Fayetteville, Arkansas, acting through its authorized agents and representatives, shall have the right to enter upon the Premises at any and all reasonable times for the purpose of inspecting the general state of repair and condition of the Premises, or for any other reasonable purpose whatsoever, including, but not limited to, emergencies.

(22) **Default.** Any or all of the following shall constitute an event of default ("Event of Default") pursuant to the terms under this Lease Agreement:

- (A) Theatre Squared, Inc.'s failure for any reason whatsoever to comply with the terms, covenants, conditions and agreements contained herein including its Representations and Warranties of Paragraph 36 or to promptly discharge any and all of its obligations and duties pursuant hereto, including without limitation Theatre Squared, Inc.'s failure to pay any sum herein required or failure to provide proof of payment of same;
- (B) The filing of a petition in bankruptcy by or against Theatre Squared, Inc. pursuant to any section or chapter of the Bankruptcy Code, as amended, or any other similar law or statute of the United States of America or any state thereof, or entering into any agreement, plan of reorganization or composition with creditors, or any committee thereof;
- (C) Theatre Squared, Inc.'s becoming insolvent or making a transfer or assignment for the benefit of creditors;
- (D) The appointment of a receiver or trustee for all, or a substantial part, of Theatre Squared, Inc.'s assets; or

- (E) The issuance of process for execution upon or the attachment of Theatre Squared, Inc.'s property upon, or interest in, the Premises.

(23) **Remedies.** Upon the occurrence of any Event of Default, Theatre Squared, Inc. waives all statutory rights of ejectment, and City of Fayetteville, Arkansas shall have the option of pursuing any one or more of the following remedies upon written notice to Theatre Squared, Inc. If such default is pursuant to a cause shown in (22) (A), Theatre Squared, Inc. shall be notified by the City in writing pursuant to paragraph 35 and have three months from such notice to respond and cure such default prior to its ejectment from the Premises:

- (A) Terminate this Lease Agreement, in which event Theatre Squared, Inc. shall promptly surrender the Premises to City of Fayetteville, Arkansas, and, if Theatre Squared, Inc. fails to do so, City of Fayetteville, Arkansas may, without prejudice to any other remedy which it may have for possession of the Premises or the collection of any arrearages in rental payments, enter upon, and take possession of, the Premises and expel or remove any agent, representative or employee of Theatre Squared, Inc. or any other person who may be occupying the Premises, or any part thereof, under the authority of Theatre Squared, Inc., without being liable for prosecution of any claim for damages therefore; Theatre Squared, Inc. agrees to pay to City of Fayetteville, Arkansas on demand the amount of all losses and damages which City of Fayetteville, Arkansas may suffer by reason of such termination, whether through an inability to relet the Premises on satisfactory terms or otherwise;
- (B) Enter upon or take possession of the Premises and expel or remove any agent, representative or employee of Theatre Squared, Inc., or any other person

occupying the Premises, or any part thereof, under the authority of Theatre Squared, Inc., without being liable for prosecution or any claim for damages therefore; or

- (C) Enter upon the Premises without being liable for prosecution or any claims for damages therefore, and do and perform whatever acts Theatre Squared, Inc. is obligated to do pursuant to the terms under this Lease Agreement. Theatre Squared, Inc. shall reimburse City of Fayetteville, Arkansas on demand for any expenses which City of Fayetteville, Arkansas may incur in thus affecting compliance with Theatre Squared, Inc.'s obligations pursuant hereto, including, without limitation, all court costs and attorney's fees.

(24) **No Waiver.** The waiver by the City of Fayetteville or Theatre Squared, Inc. of any breach or violation of any provision under this Lease Agreement shall not act or be construed as a waiver of any prior or subsequent breach hereof, nor shall the pursuit of any of the foregoing remedies (as set forth in Paragraph 23) preclude the pursuit of any other remedies provided herein or applicable law, nor shall the pursuit of any remedy provided herein or by applicable law constitute a forfeiture or waiver of any payments or other sums payable to City of Fayetteville, Arkansas pursuant hereto, or of any damages accruing to City of Fayetteville, Arkansas by reason of Theatre Squared, Inc.'s violation of any of the terms, conditions, and covenants contained herein.

(25) **Quiet Enjoyment.** City of Fayetteville, Arkansas warrants and represents to Theatre Squared, Inc. that it has the right and power to execute and perform this Lease Agreement and that Theatre Squared, Inc., upon the payment of rental and the performance of the other covenants and terms contained herein, shall peaceably and quietly have, hold, and

enjoy the Premises during the full term under this Lease Agreement.

(26) **Further Assurances.** From time to time, and at all times, City of Fayetteville, Arkansas and Theatre Squared, Inc. shall do all such further acts as may be reasonably required to fully perform and carry out the terms and intent under this Lease Agreement.

(27) **Entire Agreement.** This Lease Agreement constitutes the sole and only agreement between City of Fayetteville, Arkansas and Theatre Squared, Inc. concerning the subject matter hereof and supersedes all prior agreements, arrangements or understandings, if any, whether written or oral, relating to the subject matter hereof.

(28) **Severability.** In case any one or more of the provisions contained in this agreement shall for any reason whatsoever be held invalid, illegal or otherwise unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Lease Agreement shall be construed as if such illegal, invalid or unenforceable provision had never been contained as a part hereof.

(29) **Applicable Law.** This Lease Agreement shall be interpreted and construed, and the respective rights of City of Fayetteville, Arkansas and Theatre Squared, Inc. governed, according to the laws of the State of Arkansas. Nothing contained in this Lease Agreement shall be deemed, construed or operate as a waiver of any immunities to suit available to the Theatre Squared, Inc., the City or their respective trustees, officials, or employees.

(30) **Venue.** The venue of any suit, cause of action or other legal proceeding pertaining to this Lease Agreement shall be in Washington County, Arkansas.

(31) **Amendment.** This Lease Agreement may only be amended by a writing executed by both City of Fayetteville, Arkansas and Theatre Squared, Inc., and thereafter duly delivered by each respectively to the other and incorporated by reference as a part hereof.

(32) **Headings.** The headings of the respective articles or paragraphs under this Lease Agreement are for the purpose and convenience of reference only, and are not intended to be a part of, or to affect the meaning and interpretation of, this Lease Agreement. The Recitals as the beginning of the Lease Agreement are and shall be construed in harmony with all other substantive provisions of this Lease Agreement.

(33) **Recorded Memorandum.** Concurrently with the execution and delivery under this Lease Agreement, City of Fayetteville, Arkansas and Theatre Squared, Inc. shall execute, deliver and promptly file for record in the deed records of Washington County, Arkansas, a memorandum evidencing this Lease Agreement in substantially the same form as the attached Exhibit "C", to which reference is made for all purposes.

(34) **Binding Effect.** This Lease Agreement is binding upon and shall inure to the benefit of the City of Fayetteville, Arkansas and Theatre Squared, Inc. and their respective successors in title and permitted assigns.

(35) **Notices.** All notices, information, offers, payments of rental, or other communications herein required or permitted, shall be in writing and shall be properly given, made or sent when delivered personally to the below identified representative of such party addressed in such writing, or when mailed by prepaid certified or registered mail, return receipt requested, or by overnight delivery service, to such party at its respective address as follows:

If to City of Fayetteville, Arkansas:

Office of the Mayor
113 West Mountain St.
Fayetteville, AR 72701

If to Theatre Squared, Inc.:

Theatre Squared, Inc.
112 West Center Street, Ste. 440

Fayetteville, AR 72701
Attention: Executive Director

or to such other respective addresses either City of Fayetteville, Arkansas or Theatre Squared, Inc. may hereafter designate and give notice thereof to the other.

(36) **Representations and Warranties of Theatre Squared, Inc.** Theatre Squared, Inc. hereby covenants and warrants to City of Fayetteville, Arkansas that:

- (A) Theatre Squared, Inc. is a not-for-profit corporation incorporated pursuant to the laws of the State of Arkansas, has duly paid all applicable franchise taxes and charter fees, and is duly authorized to do business in the State of Arkansas;
- (B) The undersigned individual, acting as the duly authorized agent of Theatre Squared, Inc., has full power and authority to execute this Lease Agreement as the act and deed of Theatre Squared, Inc.; provided, however, Theatre Squared, Inc.'s taking possession of the Premises, or any part thereof, shall be conclusively deemed as Theatre Squared, Inc.'s ratification under this Lease Agreement; and Theatre Squared, Inc. has fully and completely inspected the Premises, and as of the effective date hereof the Premises are adequate and sufficient for the purposes for which they are herein leased.
- (C) At all times during the Term, Theatre Squared, Inc. shall operate, manage and maintain the Premises at the corner of West Avenue and Spring Street in Fayetteville, Arkansas competently and in a manner that is at least as highly professional as the quality and quantity of Theatre Squared, Inc.'s performances and activities which occurred in 2015. This performance requirement shall be temporarily suspended for required repairs, remodeling or renovations.
- (D) Theatre Squared, Inc. shall ensure that its sublessees and residential tenants shall

behave appropriately and legally, and not unreasonably disturb its neighbors.

(37) **Execution.** This Lease Agreement was executed by City of Fayetteville, Arkansas and Theatre Squared, Inc. on the dates shown respectively on the acknowledgments of each, but is effective for all purposes on the effective date as set forth above.

(38) **Counterparts.** This Lease Agreement may be executed in multiple counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument. Signatures transmitted electronically via PDF copy or via facsimile shall be binding and make this Lease Agreement effective.

(39) **Construction Financing.** City acknowledges that Theatre Squared, Inc. intends to obtain financing for the construction of the theatrical performance facility on the Premises. In order to facilitate the approval of financing, and subject to City's reasonable approval of the lender, City agrees that Theatre Squared, Inc., may mortgage its interest in this Lease to its lender. The parties acknowledge and agree that City shall in no way be liable to pay any sums due by Theatre Squared, Inc. to mortgagee nor shall City be obligated to perform the obligations of Theatre Squared, Inc. under any such mortgage. In the event of a tenant default under the lease per Paragraph 22, the mortgagor will give mortgagee, or its assignee or designee, the right to assume the rights and obligations of Theatre Squared, Inc. The assignment of these rights and obligations to a tenant or tenants satisfying the conditions of the Lease will be subject to approval by the City as specified in Paragraph 17. The mortgagee, its assignee or designee, may be permitted to hold the Premises without the commercial operation thereof for such period of time as may be necessary to find such a substitute non-profit corporation capable of satisfying the conditions set forth in Paragraph 36. City agrees to give the mortgagee notice of any default by Theatre Squared, Inc. and a period of not less than thirty (30) days to cure any default on

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Mayor

ATTEST:

City Clerk

Date: _____, 2016

THEATRE SQUARED, INC.

By: *Kevin Carver*
Title: *Board president*

ATTEST:

 [Signature]
Treasurer

Date: *25 May* , 2016

EXHIBIT "A"

DESCRIPTION OF PREMISES

LEGAL DESCRIPTION:

A PART OF BLOCK 9 IN THE ORIGINAL PLAT OF THE TOWN OF FAYETTEVILLE, AR AND BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF BLOCK 9 THENCE S87°27'31"E 155.00 FEET, THENCE S03°00'42"W 151.50 FEET, THENCE S87°27'31"E 6.00 FEET, THENCE S03°00'42"W 92.13 FEET, THENCE N87°43'20"W 161.76 FEET, THENCE N03°11'17"E 244.38 FEET TO THE P.O.B., CONTAINING 0.88 ACRES MORE OR LESS SUBJECT TO EASEMENTS AND RIGHT OF WAY OF RECORD.

LESS AND EXCEPT: A FIFTEEN FOOT STRIP DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF BLOCK 9; THENCE NORTH 89 DEGREES 27 MINUTES 19 SECONDS EAST 15 FEET; THENCE SOUTH 0 DEGREES 06 MINUTES 07 SECONDS WEST 151.50 FEET; THENCE SOUTH 89 DEGREES 27 MINUTES 19 SECONDS WEST 15 FEET; THENCE NORTH 0 DEGREES 06 MINUTES 07 SECONDS EAST 151.50 FEET TO THE POINT OF BEGINNING.

NOTE: The City of Fayetteville is filing an eminent domain lawsuit and quiet title lawsuit to acquire and confirm clear title to the portion of the above-described property that is excepted from the entire property. Once fee simple title is vested and confirmed in the City of Fayetteville, the Description of Premises will include the excepted property.

EXHIBIT "B"

PLAN OF DEVELOPMENT – THEATRE SQUARED, INC.'S DEVELOPMENT PROPOSAL

The Development Proposal includes an approximately 50,000 square-foot professional theatre building to be located at the Southeast corner of West Ave. & Spring St. in Downtown Fayetteville.

The project is intended to become the new home for TheatreSquared (T2), currently the only professional theatre offering a year-round season within a 150-mile radius of Fayetteville and winner of the American Theatre Wing's National Theatre Company Award. The theatre building will provide intimate performance and rehearsal spaces as well as design workshops, staff offices, education space, and public spaces to serve T2's audience. A separate residential building will provide housing for TheatreSquared's visiting artists from across the country, who currently stay during rehearsal and performances in lodging donated by Fayetteville community members.

The project is in design development under the auspices of the Walton Family Foundation's Northwest Arkansas Design Excellence program. Through this initiative, a team led by London-based theatre designers Charcoalblue and international design award winners Marvel Architects have been selected and are gathering input through community sessions as well as workshops with staff and artists to develop a site and building design. Plans will be released to the public and be submitted to the City's review process in fall 2016. The project will conform to all architectural standards in the city's Downtown Master Plan and provide a walkable link between two of the "four corners" in the Downtown Entertainment Overlay District.

This large-scale cultural construction project will have a considerable impact on Fayetteville's local economy, generating nearly \$40 million in direct and indirect spending during construction and nearly doubling TheatreSquared's ongoing economic impact to more than \$4 million annually after the building is completed.

TheatreSquared's facility vision statement, as drafted by a committee of community members in March 2015, reads in part:

"We see TheatreSquared as its own center, a destination and a place of origin. The work created here will draw audiences from near and far and be our region's export to the world's theatre centers—Chicago, New York and London. We see a gathering place—a theatre commons—that is welcoming and fascinating, alive with activity. A building that draws the eye and evokes curiosity. A place that invites, hints at the unusual, and suggests something significant will happen here.

"Here in our community, we see a permanent home for remarkable theatre, done well and with passion. We see a premier national theatre in Northwest Arkansas."

EXHIBIT "C"

MEMORANDUM EVIDENCING THE LEASE AGREEMENT

STATE OF ARKANSAS)
)ss
COUNTY OF WASHINGTON)

THIS MEMORANDUM is executed to evidence the terms contained in a written instrument executed _____, 2016, and effective as provided therein, styled "Lease Agreement", by the City of Fayetteville, Arkansas (collectively, "City of Fayetteville, Arkansas") has leased the herein described real property to Theatre Squared, Inc. Council, Inc. ("Theatre Squared, Inc."), a non-profit corporation, with its principal place of business in Fayetteville, Arkansas. Such Lease Agreement pertains to the following described tract of real property, to wit:

LEGAL DESCRIPTION:

A PART OF BLOCK 9 IN THE ORIGINAL PLAT OF THE TOWN OF FAYETTEVILLE, AR AND BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF BLOCK 9 THENCE S87°27'31"E 155.00 FEET, THENCE S03°00'42"W 151.50 FEET, THENCE S87°27'31"E 6.00 FEET, THENCE S03°00'42"W 92.13 FEET, THENCE N87°43'20"W 161.76 FEET, THENCE N03°11'17"E 244.38 FEET TO THE P.O.B., CONTAINING 0.88 ACRES MORE OR LESS SUBJECT TO EASEMENTS AND RIGHT OF WAY OF RECORD.

LESS AND EXCEPT: A FIFTEEN FOOT STRIP DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF BLOCK 9; THENCE NORTH 89 DEGREES 27 MINUTES 19 SECONDS EAST 15 FEET; THENCE SOUTH 0 DEGREES 06 MINUTES 07 SECONDS WEST 151.50 FEET; THENCE SOUTH 89 DEGREES 27 MINUTES 19 SECONDS WEST 15 FEET; THENCE NORTH 0 DEGREES 06 MINUTES 07 SECONDS EAST 151.50 FEET TO THE POINT OF BEGINNING.

NOTE: The City of Fayetteville is filing an eminent domain lawsuit and quiet title lawsuit to acquire and confirm clear title to the portion of the above-described property that is excepted from the entire property. Once fee simple title is vested and confirmed in the City of Fayetteville, the Description of Premises will include the excepted property.

This memorandum evidencing the Lease Agreement shall be filed for record in the deed records of Washington County, Arkansas.

EXECUTED AND EFFECTIVE this ____ day of _____, 2016.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Mayor

ATTEST:

City Clerk

Date: _____, 2016

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)ss:
COUNTY OF WASHINGTON)

On this the ____ day of _____, 2016, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting within and for said County and State, appeared in person the within-named _____ and _____ to me personally well known, who stated they were the Mayor and City Clerk of the City of Fayetteville, Arkansas, a municipality, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said municipality, and further stated and acknowledged that they had so signed, executed, and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on this ____ day of _____, 2016.

Notary Public

My Commission Expires:

THEATRE SQUARED, INC.

By: Lynn Carver
Title: Board president

ATTEST:

Tina S. [Signature]
Treasurer
Date: 25 May, 2016

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)ss:
COUNTY OF WASHINGTON)

On this the 25th day of May, 2016, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting within and for said County and State, appeared in person the within-named Lynn Carver and Ted Vestow to me personally well known, who stated they were the Chairman and Treasurer of Theatre Squared, Inc., a non-profit corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said non-profit corporation, and further stated and acknowledged that they had so signed, executed, and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on this 25th day of May, 2016.

Jennifer L. Vinson
Notary Public

My Commission Expires:

January 17, 2025





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: **Don Marr**, Chief of Staff
Paul Becker, Finance Director
Jeremy Pate, Development Services Director

FROM: **Kit Williams**, City Attorney

DATE: **May 24, 2016**

RE: **Proposed Lease Agreement with Theatre Squared, Inc.**

In early January of this year, I submitted a draft Lease Agreement to Theatre Squared, Inc.'s attorney after its tentative approval by Mayor Jordan. Attached is my January 8, 2016 memo to Mayor Jordan, Chief of Staff Marr and Finance Director Becker about this draft lease. The most important paragraphs to review remain as identified in that memo.

A couple of months later, Theater Squared, Inc.'s attorney responded and suggested several changes to the lease. Please see my attached memo of March 24, 2016 outlining the incorporation of the proposed changes that met with Mayor Jordan's approval. We then furnished what we thought was the "Final Draft" of the lease to their attorney on March 30, 2016. We were surprised when Theatre Squared, Inc. sent us another draft Lease Agreement in April with more proposed changes.

Again I incorporated the proposed changes that Mayor Jordan had agreed to and asked Paul to return it to Theatre Squared, Inc.'s Executive Director. After Paul did so, Theatre Squared, Inc.'s attorney asked for a word version copy which my office supplied on May 16, 2016 at 8:36 a.m.

On May 19th at 3:53 p.m., their attorney supplied my office with a revised Lease Agreement which is the version Mayor Jordan has authorized to be furnished to the City Council for its review, consideration, approval or rejection, or to be changed by the City Council to meet its approval (copy of email attached). The version presented by the Theatre Squared, Inc.'s attorney is in your packet as its final proposed lease.

POTENTIAL ISSUES

Potential issues for City Council's determination include the building plans and provisions within the lease to allow use of a "residential facility" for visiting artists and playwrights. This residential facility is to be constructed as part of this theater project. Theatre Squared, Inc. also desires inclusion of a "restaurant" that can sell alcohol and a "retail or gift shop" as part of its project.

CONCLUSION

The City Council has the authority to approve as presented, to reject and deny the lease, or to withhold approval unless changes or amendments are agreed to by Theater Squared, Inc. The Mayor can only sign such Lease Agreement if the City Council passes an approving Resolution.



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Patti Mulford
Paralegal

TO: **Mayor Jordan**
Don Marr, Chief of Staff
Paul Becker, Finance Director

FROM: **Kit Williams**, City Attorney

DATE: **January 8, 2016**

RE: **Draft Lease Agreement with Theatre Squared, Inc.**

I used the recently negotiated Lease Agreement with the Walton Arts Center as my model for this new proposed Lease. That Lease Agreement was originally drafted by the Walton Arts Center attorney and is probably more complex and detailed than is really necessary. However, since both the Walton Arts Center attorney and the U of A attorney approved that Lease, I used many of the same provisions in this new Lease Agreement with Theatre Squared, Inc. I have attached the draft Lease Agreement.

Pursuant to Theatre Squared, Inc.'s request the lease terms are for 25 years each with automatic renewals for three additional terms or a total of 100 years. This is longer than the Walton Arts Center lease which is an initial term of 25 years and two (rather than three) subsequent almost automatic renewals (for a total of 75 years). Please let me know if this is okay.

Important Paragraphs To Review

- (3) Rental
- (4) Theatre Squared, Inc.'s Development and Construction of its theatrical performance facilities and ancillary facilities
- (12) Theatre Squared, Inc.'s Use
- (17) Assignment and Subletting
- (22) Default
- (23) Remedies
- (36) Representations and Warranties of Theatre Squared, Inc.

Please let me know if we need to make any changes to those paragraphs or anywhere else in the Lease Agreement.



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Patti Mulford
Paralegal

TO: **Mayor Jordan**
Don Marr, Chief of Staff
Jeremy Pate, Development Services Director

FROM: **Kit Williams**, City Attorney

DATE: **March 24, 2016**

RE: **Proposed revisions to Theatre Squared, Inc.'s Lease**

Pursuant to Theatre Squared, Inc.'s requests, I have revised portions of page 4, 10, and 17 of the Lease (attached). At this point, I have left in the fourth 25 year term which makes this virtually a 100 year lease even though this causes me some legal concerns.

On page 4, I took out (without their request) some unneeded and repetitious language in paragraph (3). They sought major changes in paragraph (4) which I could not recommend. I did, however, remove "at its own expense" since Theatre Squared, Inc. may receive some public financing, but inserted a requirement "that it will fundraise" to make clear it is Theatre Squared, Inc.'s burden to obtain the finances to build its project.

Rather than agreeing to their requested very broad (in type and number) of "customer convenience facilities", I expanded their authority from "a coffee shop" to "a restaurant or coffee shop" to prevent them from constructing spaces for several bars and restaurants that could compete with the private Entertainment District businesses that an expanded Theatre Squared is supposed to help. I did the same by refusing to allow "facilities such as retail", but allowed "a retail or gift shop". This allows Theatre Squared, Inc. to choose one retail facility, but not install several.

I also authorized their planned "residential facility", but limited it to "visiting performance artists or directors" so it cannot be just rooms or apartments for rent for any guest or tenant in competition with local private

hotels or apartment buildings. Basically, I tried to give them the authority that they told us they wanted, but not such broad authority to do much more than they told us they wanted to do which could place local private businesses in an unfair competitive position.

On page 10, paragraph (17) **Assignment and Subletting**, I continued with our authorization for them to sublet their "planned residential facilities to visiting performance artists and directors around the period of their performances at the Theatre Squared, Inc.'s theater (not the Walton Arts Center's Performance Hall)...without further Resolution of the City Council." They are also similarly authorized for "Temporary Subletting of community meeting or educational spaces...."

Despite their request, I have maintained that subleases for the coffee shop/restaurant and the gift shop/retail store must be approved by the City Council. These leases would likely be much longer and potentially much more impactful on local businesses and so deserve City Council review and approval.

Finally, I made some changes to paragraph (36) **Representation and Warranties of Theatre Squared, Inc.** in subsection (C). I refused to remove the most important consideration to support this Lease Agreement which is their commitment to operate their new theater "in a manner that is at least as highly professional as the quality and quantity of (its) performances and activities which occurred in 2015." I did acknowledge that this "performance requirement shall be temporarily suspended for required repairs, remodeling or renovations." This provision is really unnecessary because necessary repairs would always be a reasonable excuse for not being able to put on performances and would be legally implied in the Lease Agreement.

I also added (D) to ensure Theatre Squared, Inc. knows it must control its sublessees (restaurants which can serve alcohol) and tenants in its residential unit so they behave legally and do not unreasonably disturb neighbors.

I simply rejected all the other unnecessary or unreasonable changes proposed by Theater Squared, Inc. After your review and approval (or your suggested changes have been included), I will submit these proposed revisions to their attorney.

Williams, Kit

From: Cliff McKinney <cmckinney@qgtlaw.com>
Sent: Thursday, May 19, 2016 3:53 PM
To: Mulford, Patti; Williams, Kit
Subject: RE: Theatre Squared proposed lease
Attachments: Theatre Squared Lease 06 redline City's 5-16-16.doc; Theatre Squared Lease 06.doc

Please find attached my comments to the city's latest draft. Of course, these revisions are subject to my client's review. Here are the highlights of the revisions:

1. The word "playwright" has been added to Section 4 and Section 17.
2. In Section 17, we added language from the Walton Arts Center lease to allow the Premises to be used by art-related entities and resident companies.
3. We added a new Section 39. This language was added at the request of one of the prospective lenders. We need this concept in order to get banks comfortable enough to provide the financing Theatre Squared will need to construct the facility.

I have a meeting first thing in the morning, but I am available the rest of the day to discuss these changes. I am also available this afternoon or evening—I will be working late today. I understand that we are trying to meet a deadline of tomorrow so that we can be on the next city council agenda.

Cliff

From: Mulford, Patti [mailto:pmulford@fayetteville-ar.gov]
Sent: Monday, May 16, 2016 8:36 AM
To: Cliff McKinney <cmckinney@qgtlaw.com>; Williams, Kit <kwilliams@fayetteville-ar.gov>
Subject: RE: Theatre Squared proposed lease

Final revised lease attached. Thanks.

Patti

From: Cliff McKinney [mailto:cmckinney@qgtlaw.com]
Sent: Friday, May 13, 2016 6:04 PM
To: Mulford, Patti <pmulford@fayetteville-ar.gov>; Williams, Kit <kwilliams@fayetteville-ar.gov>
Subject: RE: Theatre Squared proposed lease

Kit—I am sorry I missed your call today. However, I was forwarded a memo today dated April 26 that contains a revised draft of the lease. The revised draft is in PDF. Can you please send me the Word version so I can review that? It is much easier for me to do so than reviewing a PDF.

From: Cliff McKinney
Sent: Monday, April 04, 2016 1:59 PM
To: 'Mulford, Patti' <pmulford@fayetteville-ar.gov>
Cc: 'Williams, Kit' <kwilliams@fayetteville-ar.gov>
Subject: RE: Theatre Squared proposed lease

I wanted to follow-up on this. Do you have the revised lease in Word format?



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0276

Agenda Date: 6/7/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: D. 4

MARK ZWEIG, INC.:

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A COST SHARE AGREEMENT WITH MARK ZWEIG, INC. FOR A WATER MAIN UPGRADE ALONG COLLEGE AVENUE BETWEEN EAST DAVIDSON STREET AND EAST MAPLE STREET WITH THE AMOUNT TO BE PAID BY THE CITY OF FAYETTEVILLE NOT TO EXCEED \$73,100.40

WHEREAS, Mark Zweig, Inc. will be renovating the Twin Arches Motel located at 521 North College Avenue, a project which was approved by the City's Planning Commission on May 9, 2016; and

WHEREAS, during the course of design review by the City of Fayetteville, Mark Zweig, Inc. was made aware of an existing water volume fire flow issue with the existing water piping; and

WHEREAS, increasing the size of this approximately 250-foot segment from a 2-inch main to an 8-inch main will alleviate the current water volume deficiency, allow the development to connect and also allow for a secondary water loop to help prevent the possibility of residents losing water service in the event of a water leak in the area; and

WHEREAS, the City of Fayetteville would benefit from the cost share as it would facilitate future development and promote better fire flow in the vicinity and will save time and cost by utilizing the developer's contractor who will be on-site installing the larger line for the developer's project; and

WHEREAS, § 51.112 of the Fayetteville City Code provides that "the City shall pay the excess material cost of facilities of a size that is larger than required to serve subdivisions when such excess size is specified and required by the water and wastewater director for the general benefit of the water system."

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 cost share agreement with Mark Zweig, Inc. for a water main upgrade along College Avenue between East Davidson Street and East Maple Street with the amount to be paid by the City of Fayetteville not to exceed \$73,100.00.

City of Fayetteville Staff Review Form

2016-0276

Legistar File ID

6/7/2016

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

Tim Nyander

5/23/2016

Utilities Director /
Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

City Administration recommends approval of a resolution for a cost-share and bid waiver in the amount of \$73,100.40 with Mark Zweig Inc. for the upsizing of an existing 2-inch waterline to 8-inch in the vicinity of the proposed development.

Budget Impact:

5400.5600.5808.00

Water & Sewer

Account Number

Fund

04039.1

Water/Sewer Impact Fee Cost Sharing Projects

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 1,070,594.00

Funds Obligated \$ -

Current Balance \$ 1,070,594.00

Does item have a cost? Yes

Item Cost \$ 73,100.40

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ 997,493.60

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

MEETING OF JUNE 7, 2016

TO: Fayetteville City Council

THRU: Mayor Lioneld Jordan
Don Marr, Chief of Staff

FROM: Tim Nyander, Utilities Director *TN*

DATE: May 20, 2016

SUBJECT: **Twin Arches Waterline Cost Share**

RECOMMENDATION:

City Administration recommends approval of a resolution for a cost-share and bid waiver in the amount of \$73,100.40 with Mark Zweig Inc. for the upsizing of an existing 2-inch waterline to 8-inch in the vicinity of the proposed development.

BACKGROUND:

Mark Zweig Inc. has proposed rehabilitation/reconstruction of the existing Twin Arches Hotel at 521 North College Avenue (Site Improvement Plan SIP 16-5381). A 2" public water main exists on the west side of College Avenue between East Davidson Street and East Maple Street. In order to meet the minimum fire flow demands of this proposed redevelopment, Mark Zweig Inc. must upgrade the 2" line to an 8" line from East Davidson Street south to a proposed fire hydrant to service this development.

DISCUSSION:

It is in the best interests of the city utility department to replace the remaining 2" water line from this project south to East Maple Street to facilitate future development, promote better fire flow in the vicinity, and also allow for a secondary water loop to help prevent the possibility of residents losing water service in the event of a water leak in the area. The City would benefit from the cost share by utilizing the developer's contractor who will already be onsite performing water line installation. A bid waiver is requested since this cost share is greater than \$20,000.

The total estimated waterline project cost of construction and associated engineering services (from Davidson to Maple) is \$125,475.00. The waterline installation from the development south to Maple Street would comprise the city's obligation, which is 48.5% of total project costs. The city's estimated 48.5% cost share is \$60,917.00, however a 20% contingency of \$12,183.40 has been included such that this resolution would approve a not-to-exceed ceiling of \$73,100.40. This contingency will be used as necessary if the actual bid prices exceed the estimates prepared by the developer's Engineer. The percentage of the construction cost will be the basis of calculation for the actual cost.

BUDGET/STAFF IMPACT:

Funds for the City portion of work are available in the Water and Sewer Impact Fee Cost Sharing Project. The final actual cost to the City will be based upon actual bid price for this project.

Attachments:

Staff Review Form

PO Request

Engineering Cost Estimate for Waterline Improvements

Waterline Extension Plan

Contractual Agreement

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: 5/24/2016			
							P.O Number:			
Vendor #: 26947		Vendor Name: Mark Zweig, Inc.					Mail ☐ YES ☒ NO		Legistar#: 2016-0276	
Address: 1015 N. College Ave.					FOB Point:		Taxable ☒ YES ☐ NO			
City: Fayetteville			State: AR		Zip Code: 72701		Ship to code:		Expected Delivery Date:	
Requester: Tim Nyander					Requester's Employee #: 3773		Quotes Attached ☐ YES ☒ NO			
					Extension: 8390					
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project.Sub#	Inventory #	Fixed Asset #	
1	Cost Share with Mark Zweig Inc. for the upsizing of a 2-inch waterline to 8-inch near the Twin Arches Motel	1	ea	60,917.00	\$60,917.00	5400.5600.5808.00	04039.1			
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: Mailing address: P.O. Box 1068, Fayetteville, AR 72702							Subtotal: \$60,917.00 Tax: \$0.00 Total: \$60,917.00			
Approvals:										
Mayor: _____			Department Director: 			Purchasing Manager: _____				
Chief Financial Officer: _____			Budget Director: _____			IT Director: _____				
Dispatch Manager: _____			Utilities Manager: _____			Other: _____				



JORGENSEN
+ASSOCIATES
Civil Engineering · Surveying
Landscape Architecture Services

124 W Sunbridge Drive, Suite 5
Fayetteville, AR 72703

Office: 479.442.9127
Fax: 479.582.4807
www.jorgensenassoc.com

April 27, 2016

City of Fayetteville

Development Services
113 West Mountain Street
Fayetteville, AR 72701

Re: Twin Arches Waterline Extension

In regards the waterline extension along the west side of College Avenue for the Twin Arches project, we have developed the following preliminary cost estimate:

North Off-Site Estimated Costs

Item	Description	Qty.	Unit	Unit Price	Total
001	8" PVC, C-900 Class 200 DR-14 Water Main	247	LF	\$55.00	\$13,585.00
002	8"x6" Tap and Valve	1	EA	\$3,000.00	\$3,000.00
003	16" Steel Encasement	20	LF	\$150.00	\$3,000.00
004	Relocate Ex WM, Reconnect to New Line	2	EA	\$3,500.00	\$7,000.00
005	Remove and Replace Sidewalk	4	SY	\$75.00	\$300.00
006	Remove and Replace Asphalt	75	SY	\$100.00	\$7,500.00
007	Remove and Replace Curb and Gutter	10	LF	\$45.00	\$450.00
008	Install 8" 45° Bend	2	EA	\$550.00	\$1,100.00
009	SB-2	125	Tons	\$25.00	\$3,125.00
010	Traffic Control	1	LS	\$4,000.00	\$4,000.00
011	Clean + Test	1	LS	\$750.00	\$750.00
012	Bond	1	LS	\$500.00	\$500.00
					\$44,310.00

Twin Arches Estimated Costs

Item	Description	Qty.	Unit	Unit Price	Total
001	8" PVC, C-900 Class 200 DR-14 Water Main	19	LF	\$55.00	\$1,045.00
002	Install FH Assembly	1	EA	\$3,750.00	\$3,750.00
003	Install 8" G.V.	2	EA	\$1,800.00	\$3,600.00
004	Install 8"x6" Tee	1	EA	\$800.00	\$800.00
005	Install PIV	1	EA	\$3,250.00	\$3,250.00
006	Clean + Test	1	LS	\$350.00	\$350.00
007	Bond	1	LS	\$250.00	\$250.00
					\$13,045.00

South Off-site Estimated Costs

Item	Description	Qty.	Unit	Unit Price	Total
001	8" PVC, C-900 Class 200 DR-14 Water Main	264	LF	\$55.00	\$14,520.00
002	8"x12" Tap and Valve	1	EA	\$3,800.00	\$3,800.00
003	16" Steel Encasement	15	LF	\$150.00	\$2,250.00
004	Relocate Ex WM, Reconnect to New Line	2	EA	\$5,500.00	\$11,000.00
005	Remove and Replace Sidewalk	7	SY	\$75.00	\$525.00
006	Remove and Replace Asphalt	50	SY	\$100.00	\$5,000.00
007	Remove and Replace Curb and Gutter	10	LF	\$45.00	\$450.00
008	Remove and Replace Ex Steps and Wall	1	LS	\$7,500.00	\$7,500.00
009	Relocate Ex Sign	1	LS	\$450.00	\$450.00
010	Install 8" 45° Bend	2	EA	\$550.00	\$1,100.00
011	SB-2	91	Tons	\$25.00	\$2,275.00
012	Traffic Control	1	LS	\$4,000.00	\$4,000.00
013	Clean + Test	1	LS	\$750.00	\$750.00
014	Bond	1	LS	\$500.00	\$500.00
					\$54,120.00

Total Estimate Cost: \$111,475

South Off-site Cost represents ~ 48.55%

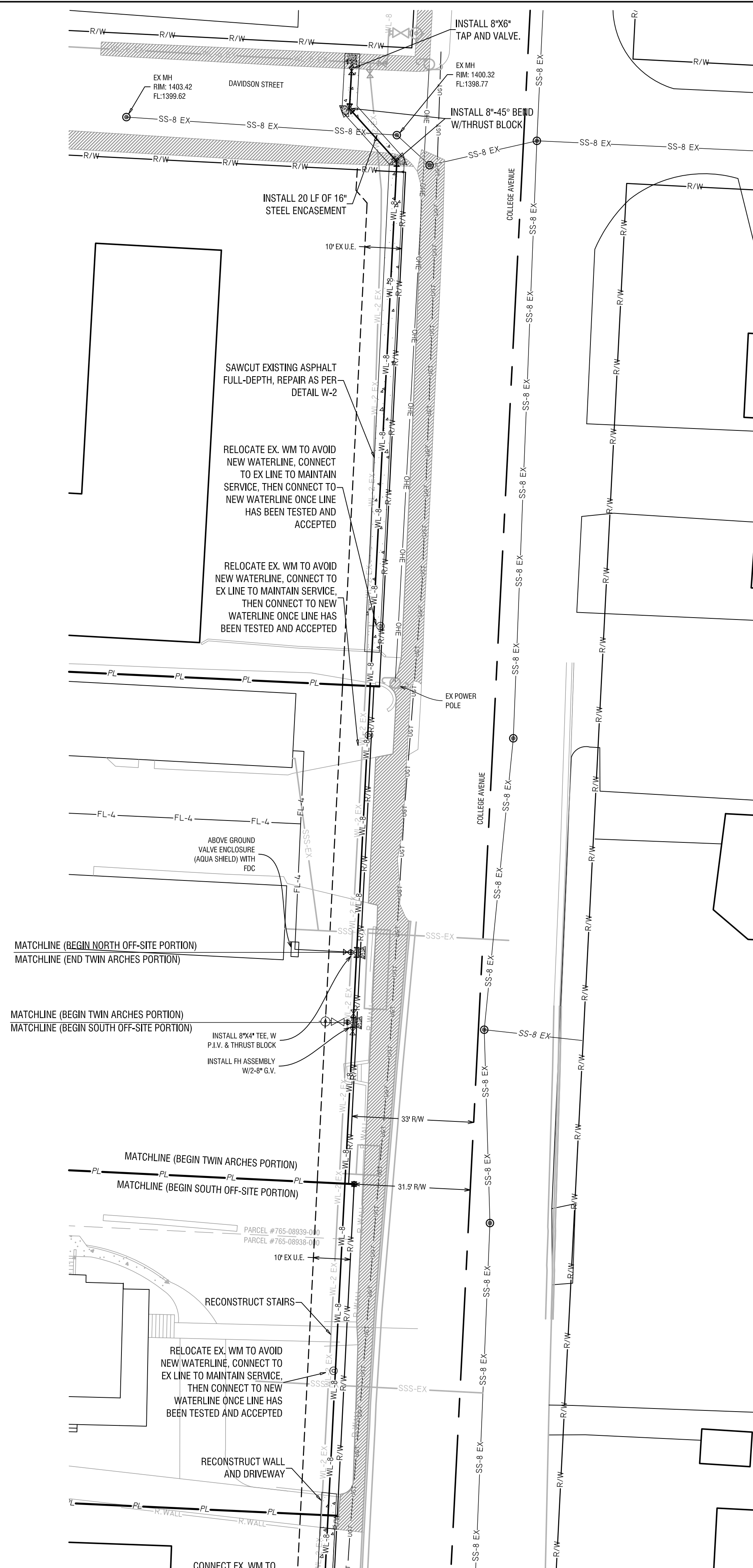
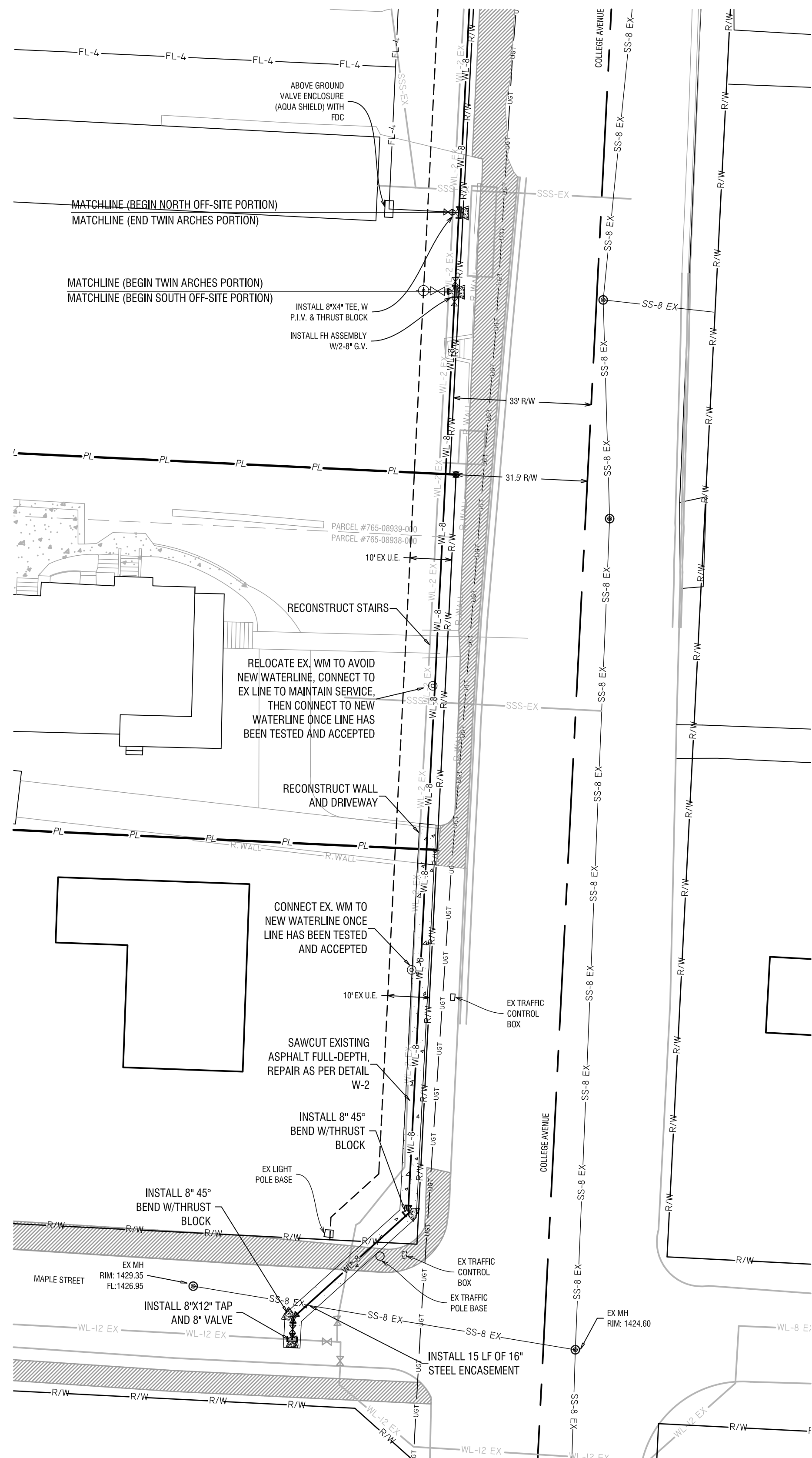
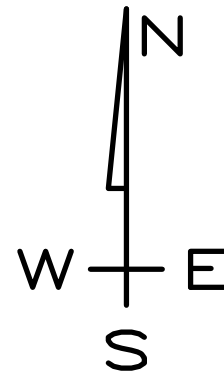
North Off-site Cost represents ~39.75%

Engineering, Surveying, Inspection Cost: \$14,000

Total Estimated Cost: \$125,475

We are kindly asking that the City cost share the south portion of this waterline extension: South Side costs (\$54,120 + 48.55% of engineering fee (\$6,797)). Requested total City cost share amount: **\$60,917**.

Please review at your convenience and let us know how we can be of further assistance for this project.



**JORGENSEN
+ ASSOCIATES**
Civil Engineering • Surveying
Landscape Architecture Services
www.jorgensenassoc.com

124 W Sunbridge Drive, Suite 5
Fayetteville, AR 72703
Office: 479.442.9127
Fax: 479.582.4807

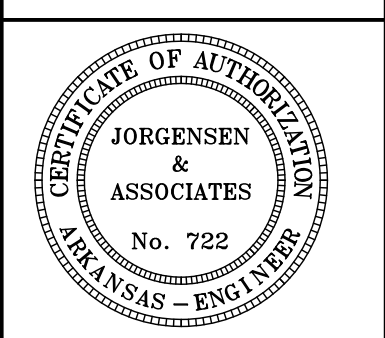
LEGEND	
✕	CALCULATED POINT
⦿	FOUND RAILROAD SPIKE
⊗	SET IRON PIN & CAP
⚡	POWER POLE
△	CENTERLINE MARKER
⊙	SEWER MANHOLE
⦿	FIRE HYDRANT
☆	STREET LIGHT
EXISTING 8" SEWER LINE EX SS-8	
PROPOSED 8" SEWER LINE SS-8	
EXISTING WATERLINE	
PROPOSED 8" WATER LINE WL-8	
CENTERLINE STREET	
BUILDING SETBACK	
UTILITY EASEMENT	
NEW 5' SIDEWALK	
UTILITY CROSSING UTX	
EXISTING CONTOUR	
FINISHED CONTOUR	

PROJECT DETAILS

PROJECT TITLE: TWIN ARCHES RENOVATION	PROJECT LOCATION: FAYETTEVILLE, AR
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REVISIONS	
1	Initial Design
2	Revised Design
3	Final Design

DATE: 4-27-16
DRAWN BY: ELN/BEJ
PROJECT # 2016023
FILE PATH: Z:\LSD\2016023\TWINH2C
SHEET SIZE: 22" x 34"
SCALE: 1" = 20'



SHEET TITLE
WATERLINE EXTENTION PLAN

SHEET NUMBER

C 3.1

CONTRACTUAL AGREEMENT FOR
COST SHARE OF WATER MAIN UPGRADE COSTS

This Agreement, made and entered into on this 7th day of June, 2016, by and between the City of Fayetteville, Arkansas ("City") and Mark Zweig, Inc., witnesseth:

WHEREAS, Mark Zweig, Inc. will be renovating the Twin Arches Motel located at 521 North College Avenue, a project which was approved by the City's Planning Commission on May 9, 2016; and

WHEREAS, during the course of design review by the City of Fayetteville, Mark Zweig, Inc. was made aware of an existing water volume fire flow issue with the existing water piping; and

WHEREAS, increasing the size of this approximately 250 foot segment from a 2-inch main to an 8-inch main will alleviate the current water volume deficiency, allow the development to connect and also allow for a secondary water loop to help prevent the possibility of residents losing water service in the event of a water leak in the area; and

WHEREAS, the Fayetteville City Plan 2030, adopted in 2011 as the City's comprehensive land use plan, list infill development as one of its top two goals. Replacing and upgrading aged infrastructure in the core of the city provides improved service and fire protection for residents and businesses; and

WHEREAS, the City of Fayetteville would benefit from the cost share as it would facilitate future development and promote better fire flow in the vicinity; and

WHEREAS, § 51.112 of the Fayetteville City Code provides that "the City shall pay the excess material cost of facilities of a size that is larger than required to serve subdivisions when such excess size is specified and required by the water and wastewater director for the general benefit of the water system."

NOW, THEREFORE, the City of Fayetteville, Arkansas and Mark Zweig, Inc. agree as follows:

1. The City of Fayetteville, Arkansas agrees to:

- A. Reimburse Mark Zweig, Inc. for 48.5% of the cost to upgrade approximately 250 linear feet of 2-inch water main in the area identified in Exhibit "A" to 8-inch main up to a maximum-not-to-exceed amount of **\$60,917.00** as was estimated by the builder's representative and shown on Exhibit "B", attached.
- B. Payments due to Mark Zweig, Inc. shall be remitted within sixty (60) days after receipt of valid invoices.

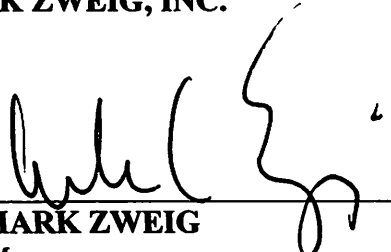
2. Mark Zweig, Inc. agrees to:

- A. Provide the necessary and normal project management, inspection, and testing as necessary for a complete and acceptable water main installation.
- B. Provide a copy of the invoices from the Contractor upon City approval of the water main upgrade.
- C. Pay for the water main installation (with reimbursement of 48.5% of the cost by the City of Fayetteville in a not-to-exceed amount of \$60,917.00 with a contingency fund not-to-exceed \$12,183.40).

3. It is further understood that the contract for construction of the water main upgrade is between Mark Zweig, Inc. and its Contractor 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 this agreement with a not-to-exceed reimbursable amount of \$60,917.00 for the water main upgrade, with a contingency fund not-to-exceed \$12,183.40.

IN AGREEMENT WITH ALL THE TERMS AND CONDITIONS ABOVE, WE SIGN BELOW:

MARK ZWEIG, INC.

By: 
MARK ZWEIG
~~Manager~~
President -
Mark Zweig, Inc.

**CITY OF FAYETTEVILLE,
ARKANSAS**

By: _____
LIONELD JORDAN, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0272

Agenda Date: 6/7/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: D. 5

OZARKS ELECTRIC COOPERATIVE CORPORATION, INC.:

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND AUTHORIZE A 25 YEAR LICENSE AGREEMENT WITH OZARKS ELECTRIC COOPERATIVE CORPORATION, INC. FOR THE PURCHASE OF 100 SHARES AT THE OZARKS NATURAL ENERGY SOLAR FACILITY IN THE AMOUNT OF \$34,000.00

WHEREAS, Ozarks Electric recently constructed the only ground mounted solar photovoltaic array in Northwest Arkansas and has offered 4,080 shares, each representing a single 400-watt solar panel, for purchase by the Cooperative's customers; and

WHEREAS, the electricity produced by each panel will be credited to the member's account at a rate of \$0.04 per kilowatt hour in 2016 and adjusted annually based on the wholesale cost of electricity; and

WHEREAS, the purchase of 100 panels by the City would have a projected payback of 8 years with total savings over the 25-year life of the agreement estimated to be \$75,000.00 and will help protect the City against the uncertainty of rising energy costs; and

WHEREAS, the project supports continued energy market transformation, saves taxpayer money, helps protect the environment, will quadruple the amount of electricity the City currently gets from renewable sources, and will advance the City's goal of achieving an 80% reduction in community-wide greenhouse gas emissions.

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 25 year license agreement between the City of Fayetteville and Ozarks Electric Cooperative Corporation, Inc. for the purchase of 100 shares at the Ozarks Natural Energy Solar Facility in the amount of \$34,000.00.

City of Fayetteville Staff Review Form

2016-0272

Legistar File ID

6/7/2016

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

Peter Nierengarten

5/20/2016

Sustainability & Resilience /
Chief of Staff

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends contracting with the Ozarks Electric Cooperative for the purchase of 100 shares (panels) at the Ozarks Natural Energy Solar Facility.

Budget Impact:

4470.9470.5315.00

Building Efficiency Improvements

Account Number

Fund

15009.1

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 60,767.00

Funds Obligated \$ 17,200.00

Current Balance \$ 43,567.00

Does item have a cost? Yes

Item Cost \$ 34,000.00

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ 9,567.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

MEETING OF JUNE 7, 2016

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff

FROM: Peter Nierengarten, Sustainability and Parking Director

DATE: May 20, 2016

SUBJECT: Ozarks Natural Energy – Purchase of 100 Solar Panels

RECOMMENDATION:

Staff recommends contracting with the Ozarks Electric Cooperative for the purchase of 100 shares (panels) at the Ozarks Natural Energy Solar Facility.

BACKGROUND:

Ozarks Natural Energy is a 1 Megawatt (MW) ground mounted solar photovoltaic array that was recently constructed on a 4 acre site along Hwy 412 just east of Springdale. The array has 4,080 shares that are available for purchase by Ozarks Electric members at a cost of \$340 per share for 25 years. Each share represents a unique 400 watt solar panel that is owned by the member. Electricity produced by the panels will be credited to the member's account at a rate of \$0.04/kWh for 2016. That rate will be adjusted upward annually based on the wholesale cost of electricity. Ozarks Electric provides all the operations, maintenance and repairs for the panels and provides insurance coverage in the event that the array or any associated equipment is damaged. Ozarks Natural Energy is the first and largest Electric Cooperative commercial scale solar facility in Arkansas. There is no other utility company in Fayetteville that the City could contract with to purchase solar electricity shares (panels).

DISCUSSION:

The City of Fayetteville's purchase of 100 shares (panels) at the Ozarks Natural Energy Solar Facility demonstrates the City's continued committed to renewable energy and energy efficiency. This project also supports continued renewable energy market transformation, saves taxpayer money and helps protect our environment!

The purchase of 100 panels would cost \$34,000 and have a projected payback of 8 years. Direct electricity savings over the 25 year life of the agreement are projected to be over \$75,000. Fayetteville's 100 panels will generate 54,000 kWh of electricity per year which is triple the amount of electricity that the City currently gets from renewable sources. The electrons generated by these solar panels will offset approximately 20% of the electricity consumed at Fayetteville's new Regional Park set to open later this year in South Fayetteville and will save the City over \$2100 in electricity costs during the first year. Additionally, this project will help protect Fayetteville from the uncertainty of rising energy costs over the 25 year life of the project.

The City of Fayetteville's purchase of 100 shares (panels) at Ozark Natural Energy will help further development of renewable energy generation in Northwest Arkansas. It will also advance the City's goal of achieving an 80% reduction in community-wide greenhouse gas emissions by offsetting 100,000 lbs of carbon dioxide emissions per year and prevent nearly 50,000 lbs of coal from being burned to generate electricity.

The City's purchase of 100 shares (panels) in Ozark Natural Energy was discussed at the April 18, 2016 Environmental Action Committee meeting and received unanimous support.

BUDGET/STAFF IMPACT:

The Building Energy Efficiency Project Budget (Account: 4470.9470.5315.00, Project No. 15009.1) will be used to fund the \$34,000 purchase of 100 solar panels at Ozark Natural Energy.

Attachments:

Ozark Natural Energy License Agreement Contact
Ozarks Natural Energy Fact Sheet



License Agreement
Ozarks Electric Cooperative

Contract Number 1

This License Agreement (Agreement) is made and entered into this _____ day of _____, 20____ by and between Ozarks Electric Cooperative Corporation, Inc., (Ozarks Electric), with its principal place of business at 3641 Wedington Drive, Fayetteville, Arkansas 72704, and its mailing address at P.O. Box 848, Fayetteville, Arkansas 72702, and the Member, identified as follows:

Member Name: City of Fayetteville
Account Number: 3394
Street Address: 113 W. Mountain St
Service Address: 2600 W. Judge Cummings Rd.
If different than street address
City: Fayetteville State: AR Zip Code: 72701
Telephone Number: 479-575-8272

Share Ownership

Subject to the terms and conditions set forth, Ozarks Electric hereby grants to the above mentioned Member 100 number of shares of the total production of Ozarks Natural Energy (O.N.E.). These shares shall be credited to the Member's account based on .0245% per share of the total production of O.N.E. on a per-month basis. Shares may only be purchased in single- or consecutively-numbered groups. The member will receive the share production credits allocated during the designated term to each of the following shares, identified by the following unique number(s):

1 - 100 (see attached list)

O.N.E. is in service at Ozarks Electric's facility located in Springdale, Arkansas. Member acknowledges and agrees that Ozarks Electric will retain sole ownership, possession and control of the facility, and will have the exclusive right to maintain and operate. Member also acknowledges that Ozarks Electric may replace any equipment with any make, model, brand or type of equipment as Ozarks Electric may elect at its sole discretion.

Only metered residential and commercial accounts will be permitted to receive share output credit as part of this program. Non-metered and lighting accounts are not allowed to participate in the program. An Agreement with a Member will be required for each specific service location.

Consideration

As consideration for each share granted, the Member will:

- Pay Ozarks Electric the sum of \$340.00 per share to receive .0245% of the total output of O.N.E. Share purchase price includes all applicable sales tax. Total shares available for purchase will be limited to 4,080 shares. The purchase price for each share will be calculated as follows: the original purchase price will be decreased at a level of 4% every year the program has been active.
- Surrender to Ozarks Electric, for Ozarks Electric's sole use, all Renewable Energy Credits associated with each share pursuant to this Agreement.

Terms

Each share shall be active after the enrollment period set forth by Ozarks Electric and will continue for 25 years or, if earlier, until the death of the Member, subject to early termination as provided in this Agreement.

Limited Purchase Quantity

Members can purchase shares of O.N.E. in quantities ranging from one (1) to 100. The amount purchased cannot exceed the total annual usage of the participating account.

In the event that credits from purchased shares exceed monthly usage, remaining credits may be carried over or credited to the following months' usage. If, from month-to-month, a credit is carried over, these credits shall remain until the end of the calendar year. At the end of the calendar year if any credits still remain, they will become property of Ozarks Electric.

Enrollment Termination

In the event that the participating Member decides to move locations or discontinue participation in the program, shares may be transferred to another active Ozarks Electric account, with advanced notice and permission from Ozarks Electric. It is the Member's responsibility to notify Ozarks Electric of such change in writing at least 30 days prior to the effective date of change. Shares may also be gifted or assigned to any commercial or residential account. Share credits may not exceed total consumption of the account to which they are transferred. Notification will include the following information:

1. Member's name and mailing address
2. Agreement number, number of shares to be transferred and share identification numbers
3. Current billed address
4. New billed address
5. The name of the individual or entity to whom Member is assigning this Agreement
6. Member's surrender of the Agreement; and
7. The effective date of such change or assignment

Unless the purchaser of shares of O.N.E. agrees to transfer the share credits to another approved address within Ozarks Electric's territory, the share credits will remain associated with the specific location listed in this Agreement, regardless of occupancy or ownership changes at that location. Separate forms (as made available by Ozarks Electric) must be completed to transfer location or ownership of share credits.

Share Buyout

The Member agrees that, at any time and at Ozarks Electric's sole discretion, Ozarks Electric may elect to repurchase the credits for one or more of the shares purchased by the Member, and the Member will sell these shares to Ozarks Electric pursuant to the terms as follows:

- Ozarks Electric will notify the member of Ozarks Electric's election to exercise its repurchase right at least 60 days prior to the purchase of Member-owned shares.
- In the event these shares are transferred to another Member, that subsequent Member will be eligible for repurchase.
- At such time as every share has been terminated, and Ozarks Electric has made all payments to Member, this Agreement will terminate and Ozarks Electric will have no further obligations to the Member.

Ozarks Electric Obligations

Ozarks Electric agrees to:

- Provide all maintenance for O.N.E. Ozarks Electric shall be responsible for ensuring that O.N.E. and each of its components meet all applicable codes, standards and regulatory requirements at the time of installation and throughout the term of this Agreement. In the event of equipment failure, Ozarks Electric will bring the equipment back to working order as quickly as possible. In the event damaged equipment may be disconnected from the grid or is otherwise not generating electric energy, the Member will not receive any output for production until O.N.E. is reconnected to the electrical grid.
- Acquire and maintain, at its sole cost, insurance for O.N.E. Ozarks Electric will be listed as the sole loss payee for such insurance. In the event part or the whole of O.N.E. is damaged beyond repair, Ozarks Electric may elect, at its sole discretion, to replace such parts or the whole solar array if deemed necessary.

Credits for Shares Owned

- During each monthly billing period, a credit payment will be provided to the member based on the actual energy produced by the member's purchased shares multiplied by an energy rate credit factor per kWh, determined as follows:

$A \times B \times C$ = Credit payment reflected on current monthly billing statement

A = Total energy output of the entire solar array facility for the prior month, as measured by appropriate metering devices divided by the total panels operating during the prior month

B = Energy rate credit factor in \$/kWh

C = The percentage of purchased shares owned by member

- The initial Energy Rate Credit Factor to be applied through December 2016 shall be \$0.040 per kWh.
- The energy rate credit factor shall be adjusted annually, beginning with the February billing statement, to reflect changes in the wholesale cost of power that is included in the retail rates to the member. Following the initial period, the energy rate credit shall be determined as follows:

$$\text{PRC} \times (1 + (\text{AWC} \times \text{PCP})) = \text{Current year energy rate credit in \$/kWh}$$

PRC = Prior year energy rate credit in \$/kWh

AWC = Rolling five year average change in the average wholesale cost per kWh sold

PCP = (The total wholesale power cost for the previous five (5) calendar years) /
(The total operating revenue for the previous five (5) calendar years)

- In the event the applicable service location associated with this Agreement is removed and/or not in service, Ozarks Electric will make every attempt to contact the member to determine where share credits can be transferred. During this time, the electricity produced by these panels will be provided to the utility grid system and utilized by the entire membership of Ozarks Electric. If after 30 days the Member listed in this Agreement cannot be located to determine where share credits should be applied, share credit values will become sole ownership of Ozarks Electric.
- In the event that credits for share ownership surpasses consumption of an assigned account, credits will be carried forward to Member's subsequent bills for this account. If at the end of the calendar year credits from shares of O.N.E. remain, these credits will become property of Ozarks Electric.

Governing Law/Jurisdiction/Venue

This Agreement shall be deemed to have been made in, and shall be construed under, the internal laws of the State of Arkansas, without regard to the principles of conflicts of laws thereof.

WITNESS WHEREOF, the parties have executed this Agreement as of the date written below.

Member Name (please print)

Member Signature

Date

OZARKS ELECTRIC COOPERATIVE CORPORATION REPRESENTATIVE

Name: _____

Alexis Clemen Roberts

Title: _____

VP, Marketing & Member Relations

O.N.E. Solar Facility

City of Fayetteville Shares

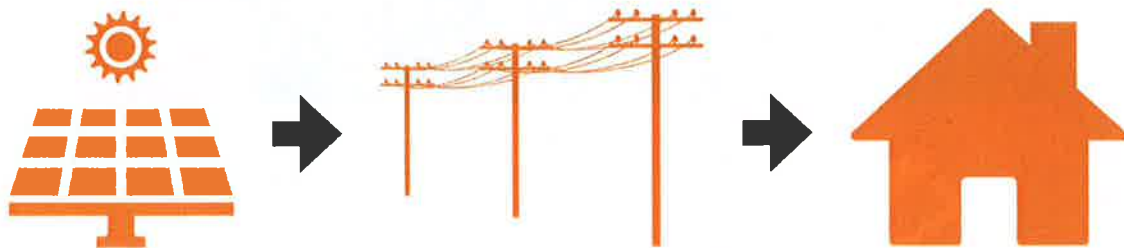
Northeast edge of array

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1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17

Northwest edge of array



The idea behind Ozarks Natural Energy is simple: enjoy the benefits of renewable energy without the hassle of purchasing, installing and maintaining the equipment yourself. Participating members receive a credit on their monthly bill based on the total output from the facility. Each member's individual bill credit is determined by the percentage of output "shares" for which they sign up during the enrollment period. Currently this program is only available to Arkansas members.



Our facility produces energy, which is then sent on to our system, or grid, and members who participate receive credit based on purchased shares of the facility's total monthly output.

With Ozarks Natural Energy the cost of enjoying solar power makes more sense than purchasing rooftop solar because even with rebates, rooftop solar is an extremely expensive option to purchase, install and maintain. The price per share promises payback with more than 10 years remaining on the panel's life.

Another wonderful benefit with Ozarks Natural Energy is that it makes no impact on members' homes. It also doesn't require that members own their home or property, as no equipment needs to be installed. There is also no impact on homeowner's insurance. With rooftop solar, there is an impact on the home's structure. There is also no guarantee of solar power viability and it can impact homeowner's insurance.

By participating in Ozarks Natural Energy, our members can be a part of history and something truly special.

4,080
panels

25-year
life cycle

The facility will reduce

43,000 tons
of CO₂ in its life cycle

Generates over **2 million kWh** per year

1,720 tons yearly

Power **150-200** homes

Greenhouse gas emissions from

319 passenger
vehicles
driven for one year



22 million
hours of
watching
television



264 million
pounds of
laundry



17.6 million
hours of
working on
a computer



CO₂ emissions from
170,700
gallons of gasoline consumed

It would take **1,243 acres**
of U.S. forest to absorb
the same amount
of CO₂ in one year





City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0273

Agenda Date: 6/7/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: D. 6

TREE PRESERVATION AREA MODIFICATION:

A RESOLUTION TO APPROVE A MODIFICATION TO AN EXISTING TREE PRESERVATION AREA AT THE WALTON ARTS CENTER FOR THE PURPOSE OF INSTALLING PUBLIC ART

WHEREAS, the City Council has the authority under §167.04(L)(2) of the Unified Development Code to modify the extent and location of tree preservation areas if it is in the best interests of the City of Fayetteville; and

WHEREAS, the City Council has determined that it is in the best interests of the City of Fayetteville to grant the Walton Arts Center's request to modify the existing tree preservation area.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the request to modify the tree preservation area at the Walton Arts Center identified on the map attached to this Resolution, pursuant to § 167.04(L)(2), **Tree Preservation and Protection**, Unified Development Code of the Code of Fayetteville, and authorizes the removal of two trees to allow for the installation of public art, subject to the following conditions:

- A. The Walton Arts Center shall plant six trees, the species of which shall be approved by the Urban Forester, in the existing tree preservation area.
- B. The Walton Arts Center shall adhere to standard City of Fayetteville planting detail.
- C. The Walton Arts Center shall coordinate with the Urban Forester to ensure continued protection of the existing site during construction.
- D. The Walton Arts Center shall use low impact construction methods to avoid damage to the existing trees on site.

City of Fayetteville Staff Review Form

2016-0273

Legistar File ID

6/7/2016

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

John J. Scott

5/20/2016

Parks & Recreation /
Parks & Recreation Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval to modify an existing Tree Preservation Area and to approve proposed improvements associated with the Walton Art Center Facility in the Tree Preservation Area for the purpose of installing public art, with conditions of approval.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item?

Current Budget

\$ -

Funds Obligated

\$ -

Current Balance

\$ -

Does item have a cost?

Item Cost

Budget Adjustment Attached?

Budget Adjustment

Remaining Budget

\$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

MEETING OF JUNE 7, 2016

TO: Mayor Lioneld Jordan
City Council Members

THRU: Don Marr, Chief of Staff
Connie Edmonston, Parks & Recreation Director
Allison Jumper, Parks Planning Superintendent

FROM: John J. Scott, Urban Forester

DATE: June 7, 2016

SUBJECT: **Tree Preservation Area Modification- Modification of a tree preservation area on the Walton Art Center grounds facing N. West Avenue in order to install public art.**

RECOMMENDATION:

Staff recommends approval to modify an existing Tree Preservation Area and to approve proposed improvements associated with the Walton Art Center Facility in the Tree Preservation Area for the purpose of installing public art, with conditions of approval.

BACKGROUND:

A Tree Preservation Area was dedicated to meet the minimum tree preservation requirements for the Walton Arts Center Expansion. The tree preservation area is located on the western side of the Walton Art Center facility facing N. West Avenue (see attached easement plat). The area is adjacent to the Grubs Patio and is a highly manicured lawn including brick walls, rose bushes, ornamental perennials and a grove of trees. The area has served as a semi-public space since its creation. Any modification of the established Tree Preservation Area requires City Council approval.

DISCUSSION:

The applicant is proposing to remove one Honey Locust and one Smoke Tree in order to construct public art including a fountain and sculpture, to relocate two existing sculptures and to construct associated permeable brick pavers in the Tree Preservation Area. Additionally, the applicant is proposing to plant additional perennials and install two benches.

To offset the impact of the tree removal, the applicant is proposing to mitigate with six honey locusts, five in the proposed area and one additional tree towards Grubs. Pervious pavement will be used to minimize the impact to the roots of the existing trees. The applicant is currently under construction with an approved landscape plan that does not include these improvements (see attached approved landscape plan).

Staff's opinion is that this particular tree preservation area is a well-manicured public green space located in an urban area that serves as more of a garden park than a natural area. Tree preservation areas are typically more natural, minimally maintained areas serving as woodlands and are purposely not maintained to allow the forest to regenerate and evolve without disturbance. This particular area is a highly designed and utilized greenspace that serves the citizens as a stylized garden rather than a natural area. The area has already been somewhat impacted by the intense use by the public. Soil around tree roots has experienced compaction from traffic and maintenance activities. Staff agrees with the applicant and allowing the proposed trees to be removed and other improvements to be made along with the proposed mitigation will continue with the spirit and tradition of the designed garden next to the Walton Art Center in this urban area.

Conditions of Approval:

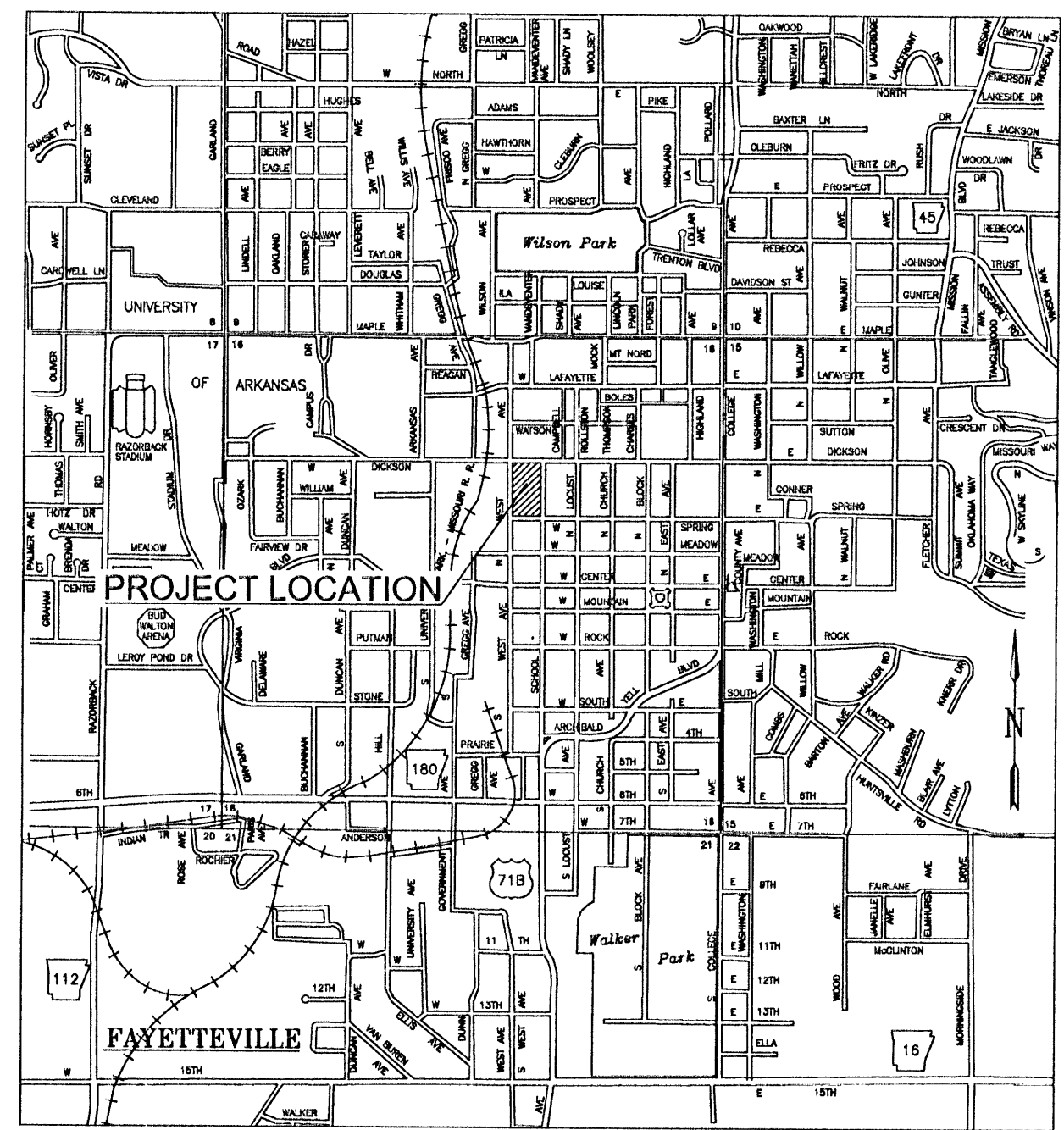
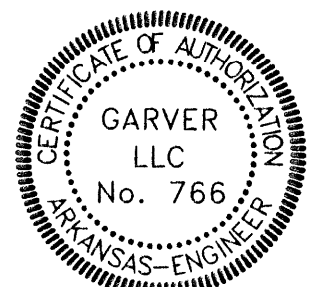
1. *Staff recommends in favor of the variance based on the findings discussed earlier in the staff report, subject to the following conditions:*
 - a. *Six trees to be planted in the existing tree preservation area; species subject to staff approval.*
 - b. *The applicant adhere to standard City of Fayetteville planting detail.*
 - c. *The applicant will coordinate with Urban Forestry to ensure continued protection of the existing site during construction.*
 - d. *The applicant will use low impact construction methods to avoid damage to the existing trees on site.*

BUDGET/STAFF IMPACT:

None.

Attachments:

Tree Preservation Area Modification from Walton Arts Center
Recorded easement plat
Approved Landscape Plan



REV.	DATE	DESCRIPTION
1	07/22/14	REMOVE TREE PRESERVATION AREA
2	08/18/14	SIGNATURE BLOCKS

CITY OF FAYETTEVILLE
FAYETTEVILLE, ARKANSAS
SPRING STREET PARKING DECK

EASEMENT DEDICATION PLAT
JOB NO.: 11047180
DATE: JULY 2014
DESIGNED BY: PED
DRAWN BY: TWM
BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.
DRAWING NUMBER
V102

CERTIFICATE OF APPROVAL OF UTILITY EASEMENTS:

WE HEREBY CERTIFY THAT ALL UTILITY EASEMENTS PLATTED IN THIS DEVELOPMENT ARE SHOWN AS REQUESTED AND WERE APPROVED BY THE UNDERSIGNED UTILITIES OF THE CITY OF FAYETTEVILLE, ARKANSAS.

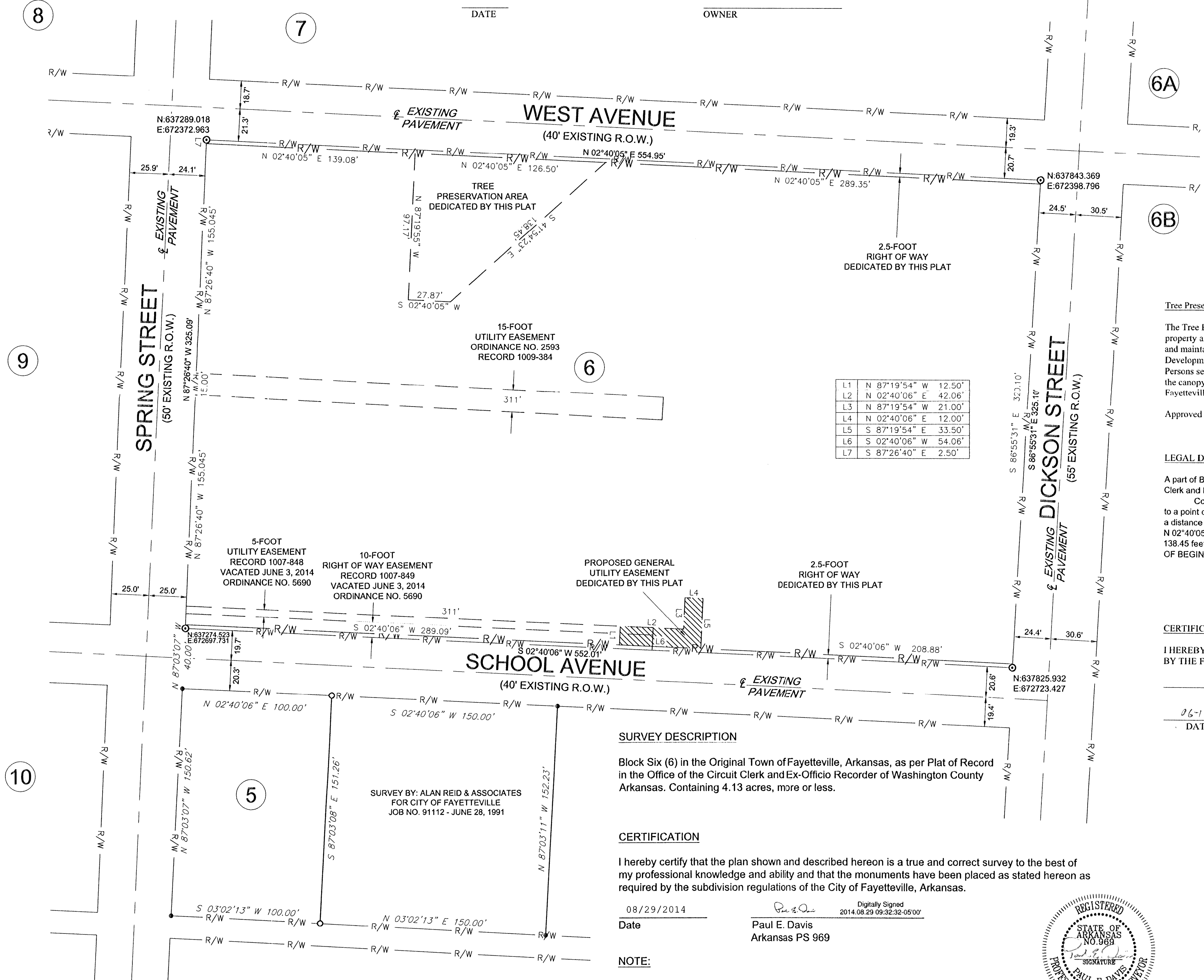
9-18-14 DATE
9/16/14 DATE
9-17-2014 DATE
9-17-14 DATE
9/16/14 DATE
CITY OF FAYETTEVILLE

Jack E. Regal
ELECTRIC
GAS SERVICE
TELEPHONE
CABLE TELEVISION

CERTIFICATE OF OWNERSHIP & DEDICATION:

WE THE UNDERSIGNED OWNERS, REPRESENTING ONE HUNDRED PERCENT (100%) OWNERSHIP OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN DO HEREBY DEDICATE FOR PUBLIC OWNERSHIP ALL STREETS AND ALLEYS AS SHOWN ON THIS PLAT FOR PUBLIC BENEFIT AS PRESCRIBED BY LAW. THE OWNERS ALSO DEDICATE TO THE CITY OF FAYETTEVILLE AND TO THE PUBLIC UTILITY COMPANIES (INCLUDING ANY CABLE TELEVISION COMPANY HOLDING A FRANCHISE GRANTED BY THE CITY OF FAYETTEVILLE) THE EASEMENTS AS SHOWN ON THIS PLAT FOR THE PURPOSE OF INSTALLATION OF NEW FACILITIES AND THE REPAIR OF EXISTING FACILITIES. ALSO ESTABLISHED HEREBY IS THE RIGHT OF INGRESS AND EGRESS TO SAID EASEMENTS, THE RIGHT TO PROHIBIT THE ERECTION OF BUILDINGS, STRUCTURES, OR FENCES WITHIN SAID EASEMENTS, AND THE RIGHT TO REMOVE OR TRIM TREES WITHIN SAID EASEMENTS.

9/25/14 DATE
OWNER



SURVEY DESCRIPTION

Block Six (6) in the Original Town of Fayetteville, Arkansas, as per Plat of Record in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County Arkansas. Containing 4.13 acres, more or less.

CERTIFICATION

I hereby certify that the plan shown and described hereon is a true and correct survey to the best of my professional knowledge and ability and that the monuments have been placed as stated hereon as required by the subdivision regulations of the City of Fayetteville, Arkansas.

08/29/2014 DATE
Paul E. Davis
Arkansas PS 969

NOTE:

This survey is a retracement of Original Survey for Walton Arts Center Provided by Ozark Mountain Surveyors in 1989.

Tree Preservation Area

The Tree Preservation Areas as indicated on this easement plat constitute a covenant running with the title of the subject property and are denoted for the property owners and their future successors, assignees or transferees to preserve, protect and maintain existing tree canopy. No tree removal or land disturbance as defined within the City of Fayetteville Unified Development Ordinance may occur within the Tree Preservation Area unless approved by the City of Fayetteville. Persons seeking removal of such Tree Preservation Area, or requesting to modify the property in such a way as to affect the canopy within, must seek approval from the City Council through a request made by the Urban Forester of the City of Fayetteville.

Approved by
City of Fayetteville Urban Forester
10-1-2014 Date

LEGAL DESCRIPTION:

A part of Block Six (6) in the Original Town of Fayetteville, Arkansas, as per Plat of Record in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County Arkansas, being more particularly described as follows:
Commencing at the Southwest corner of said Block Six (6) and run thence S 87°26'40" E a distance of 2.50 feet to a point on the proposed East right of way of West Avenue; thence N 02°40'05" E along said proposed East right of way a distance of 139.08 feet to the POINT OF BEGINNING; thence continuing along said East right of way N 02°40'05" E a distance of 126.50 feet; thence leaving said proposed East right of way S 41°54'23" E a distance of 138.45 feet; thence S 02°40'05" W a distance of 27.87 feet; thence N 87°19'55" W a distance of 97.17 feet to the POINT OF BEGINNING, containing 7,500 square feet or 0.17 acres more or less.

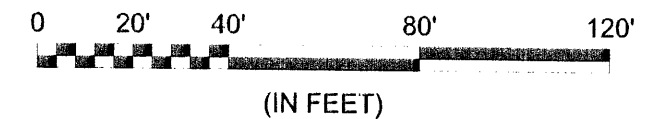
CERTIFICATE OF APPROVAL FOR RECORDING:

I HEREBY CERTIFY THAT THE LARGE SCALE DEVELOPMENT PLAN FOR THIS PROJECT WAS APPROVED BY THE FAYETTEVILLE PLANNING COMMISSION AT A MEETING HELD ON

April 22, 2013.
06-18-15 DATE
ZONING AND DEVELOPMENT ADMINISTRATOR

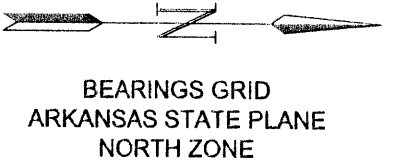
MAIN STREET/CENTER - SETBACK REGULATIONS:

Front	A build-to-zone that is located between the front property line and a line 25 ft. from the front property line.
Side	None
Rear	5 ft.
Rear, from centerline of an alley	12 ft.

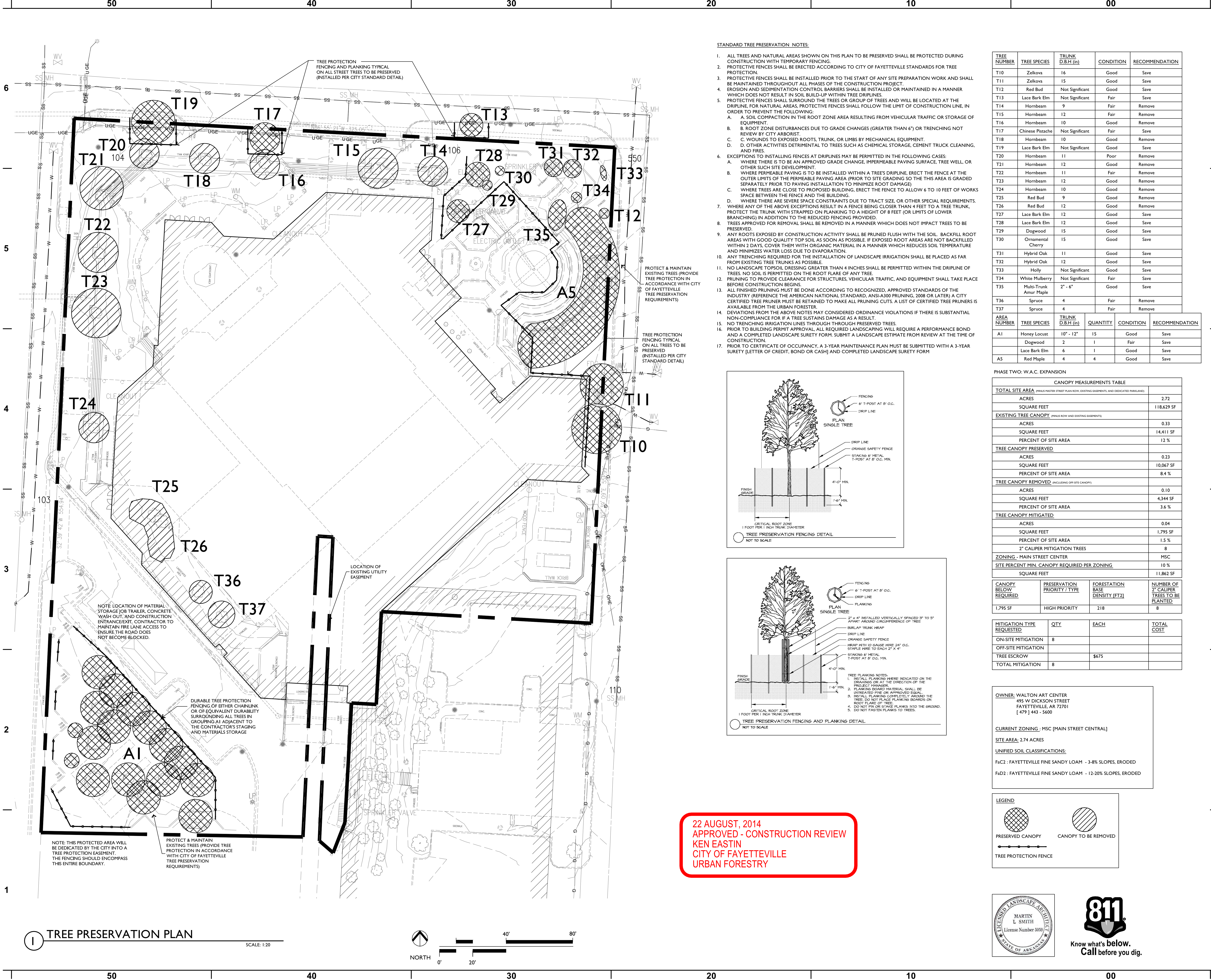


LEGEND

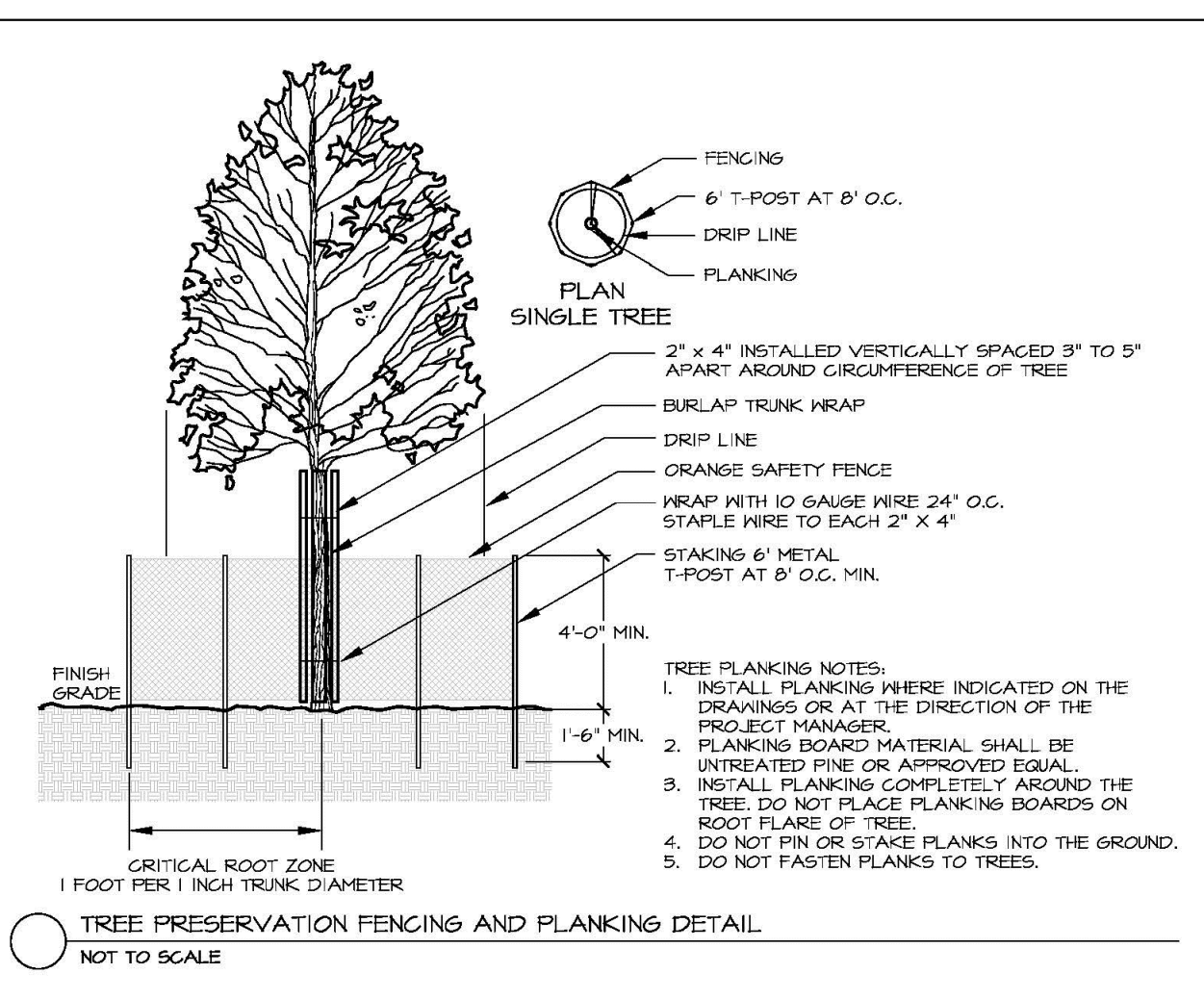
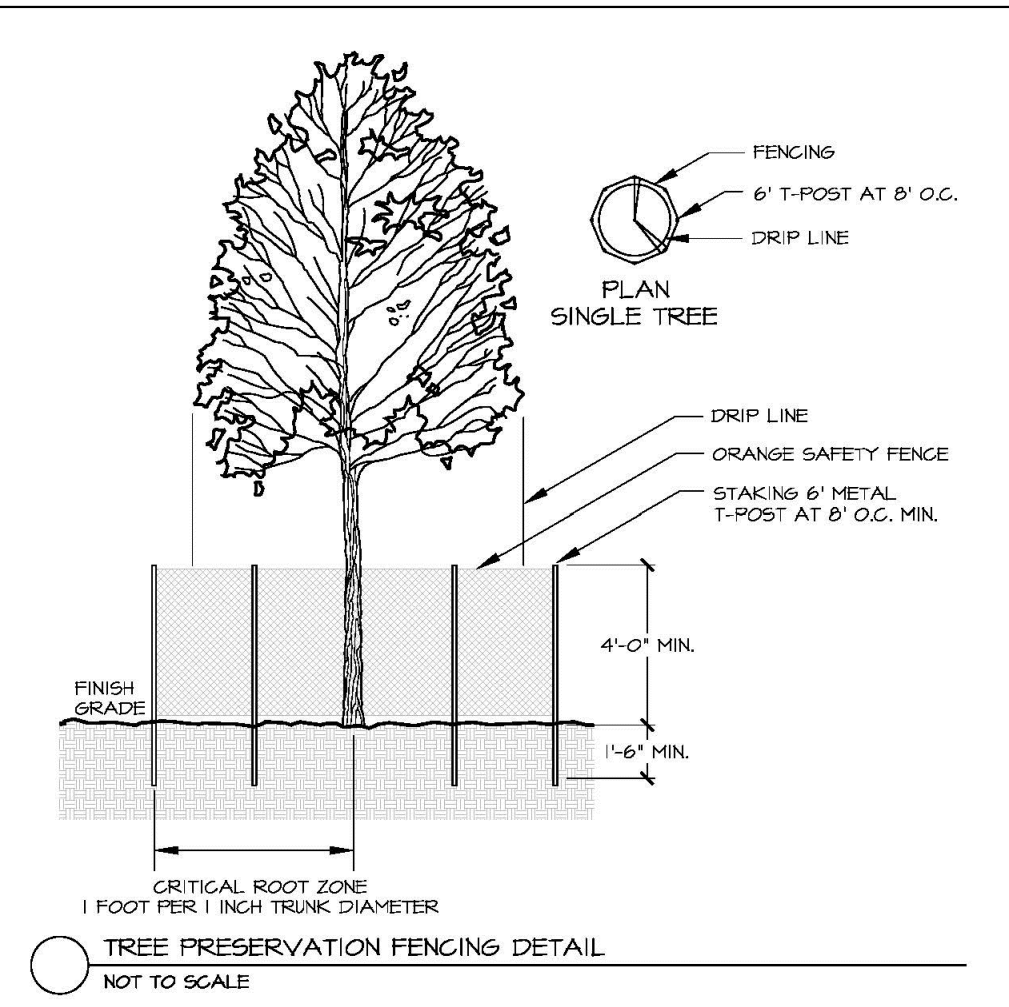
- COMPUTED POINT
- SET BRASS MONUMENT
- FOUND IRON PIN



7/3/2014 12:43:57 PM



- STANDARD TREE PRESERVATION NOTES:**
- ALL TREES AND NATURAL AREAS SHOWN ON THIS PLAN TO BE PRESERVED SHALL BE PROTECTED DURING CONSTRUCTION WITH TEMPORARY FENCING.
 - PROTECTIVE FENCES SHALL BE ERECTED ACCORDING TO CITY OF FAYETTEVILLE STANDARDS FOR TREE PROTECTION.
 - PROTECTIVE FENCES SHALL BE INSTALLED PRIOR TO THE START OF ANY SITE PREPARATION WORK AND SHALL BE MAINTAINED THROUGHOUT ALL PHASES OF THE CONSTRUCTION PROJECT.
 - EROSION AND SEDIMENTATION CONTROL BARRIERS SHALL BE INSTALLED OR MAINTAINED IN A MANNER WHICH DOES NOT RESULT IN SOIL BUILD-UP WITHIN TREE DRIPLINES.
 - PROTECTIVE FENCES SHALL SURROUND THE TREES OR GROUP OF TREES AND WILL BE LOCATED AT THE DRIPLINE, FOR NATURAL AREAS, PROTECTIVE FENCES SHALL FOLLOW THE LIMIT OF CONSTRUCTION LINE, IN ORDER TO PREVENT THE FOLLOWING:
 - A. SOIL COMPACTION IN THE ROOT ZONE AREA RESULTING FROM VEHICULAR TRAFFIC OR STORAGE OF EQUIPMENT.
 - B. ROOT ZONE DISTURBANCES DUE TO GRADE CHANGES (GREATER THAN 6") OR TRENCHING NOT REVIEWED BY CITY ARBORIST.
 - C. WOUNDS TO EXPOSED ROOTS, TRUNK, OR LIMBS BY MECHANICAL EQUIPMENT.
 - D. OTHER ACTIVITIES DETRIMENTAL TO TREES SUCH AS CHEMICAL STORAGE, CEMENT TRUCK CLEANING, AND FIRES.
 - EXCEPTIONS TO INSTALLING FENCES AT DRIPLINES MAY BE PERMITTED IN THE FOLLOWING CASES:
 - A. WHERE THERE IS TO BE AN APPROVED GRADE CHANGE, IMPERMEABLE PAVING SURFACE, TREE WELL, OR OTHER SUCH SITE DEVELOPMENT.
 - B. WHERE PERMEABLE PAVING IS TO BE INSTALLED WITHIN A TREE'S DRIPLINE, ERECT THE FENCE AT THE OUTER LIMITS OF THE PERMEABLE PAVING AREA (PRIOR TO SITE GRADING SO THE THIS AREA IS GRADED SEPARATELY PRIOR TO PAVING INSTALLATION TO MINIMIZE ROOT DAMAGE).
 - C. WHERE TREES ARE CLOSE TO PROPOSED BUILDING, ERECT THE FENCE TO ALLOW 6 TO 10 FEET OF WORKS SPACE BETWEEN THE FENCE AND THE BUILDING.
 - D. WHERE THERE ARE SEVERE SPACE CONSTRAINTS DUE TO TRACT SIZE, OR OTHER SPECIAL REQUIREMENTS.
 - WHERE ANY OF THE ABOVE EXCEPTIONS RESULT IN A FENCE BEING CLOSER THAN 4 FEET TO A TREE TRUNK, PROTECT THE TRUNK WITH STRAPPED ON PLANKING TO A HEIGHT OF 8 FEET (OR LIMITS OF LOWER BRANCHING) IN ADDITION TO THE REDUCED FENCING PROVIDED.
 - TREES APPROVED FOR REMOVAL SHALL BE REMOVED IN A MANNER WHICH DOES NOT IMPACT TREES TO BE PRESERVED.
 - ANY ROOTS EXPOSED BY CONSTRUCTION ACTIVITY SHALL BE PRUNED FLUSH WITH THE SOIL. BACKFILL ROOT AREAS WITH GOOD QUALITY TOP SOIL AS SOON AS POSSIBLE. IF EXPOSED ROOT AREAS ARE NOT BACKFILLED WITHIN 2 DAYS, COVER THEM WITH ORGANIC MATERIAL IN A MANNER WHICH REDUCES SOIL TEMPERATURE AND MINIMIZES WATER LOSS DUE TO EVAPORATION.
 - ANY TRENCHING REQUIRED FOR THE INSTALLATION OF LANDSCAPE IRRIGATION SHALL BE PLACED AS FAR FROM EXISTING TREE TRUNKS AS POSSIBLE.
 - NO LANDSCAPE TOPSOIL DRESSING GREATER THAN 4 INCHES SHALL BE PERMITTED WITHIN THE DRIPLINE OF TREES. NO SOIL IS PERMITTED ON THE ROOT FLARE OF ANY TREE.
 - PRUNING TO PROVIDE CLEARANCE FOR STRUCTURES, VEHICULAR TRAFFIC, AND EQUIPMENT SHALL TAKE PLACE BEFORE CONSTRUCTION BEGINS.
 - ALL FINISHED PRUNING MUST BE DONE ACCORDING TO RECOGNIZED, APPROVED STANDARDS OF THE INDUSTRY (REFERENCE THE AMERICAN NATIONAL STANDARD, ANSI-A300 PRUNING, 2008 OR LATER) A CITY CERTIFIED TREE PRUNER MUST BE RETAINED TO MAKE ALL PRUNING CUTS. A LIST OF CERTIFIED TREE PRUNERS IS AVAILABLE FROM THE URBAN FORESTRY.
 - DEVIATIONS FROM THE ABOVE NOTES MAY CONSIDERED ORDINANCE VIOLATIONS IF THERE IS SUBSTANTIAL NON-COMPLIANCE FOR IF A TREE SUSTAINS DAMAGE AS A RESULT.
 - NO TRENCHING IRRIGATION LINES THROUGH THROUGH PRESERVED TREES.
 - PRIOR TO BUILDING PERMIT APPROVAL, ALL REQUIRED LANDSCAPING WILL REQUIRE A PERFORMANCE BOND AND A COMPLETED LANDSCAPE SURETY FORM. SUBMIT A LANDSCAPE ESTIMATE FROM REVIEW AT THE TIME OF CONSTRUCTION.
 - PRIOR TO CERTIFICATE OF OCCUPANCY, A 3-YEAR MAINTENANCE PLAN MUST BE SUBMITTED WITH A 3-YEAR SURETY [LETTER OF CREDIT, BOND OR CASH] AND COMPLETED LANDSCAPE SURETY FORM.



TREE NUMBER	TREE SPECIES	TRUNK D.B.H. (in)	CONDITION	RECOMMENDATION
T10	Zelkova	16	Good	Save
T11	Zelkova	15	Good	Save
T12	Red Bud	Not Significant	Good	Save
T13	Lace Bark Elm	Not Significant	Fair	Save
T14	Hornbeam	9	Fair	Remove
T15	Hornbeam	12	Fair	Remove
T16	Hornbeam	10	Good	Remove
T17	Chinese Pistache	Not Significant	Fair	Save
T18	Hornbeam	10	Good	Remove
T19	Lace Bark Elm	Not Significant	Good	Save
T20	Hornbeam	11	Poor	Remove
T21	Hornbeam	12	Good	Remove
T22	Hornbeam	11	Fair	Remove
T23	Hornbeam	12	Good	Remove
T24	Hornbeam	10	Good	Remove
T25	Red Bud	9	Good	Remove
T26	Red Bud	12	Good	Remove
T27	Lace Bark Elm	12	Good	Save
T28	Lace Bark Elm	12	Good	Save
T29	Dogwood	15	Good	Save
T30	Ornamental Cherry	15	Good	Save
T31	Hybrid Oak	11	Good	Save
T32	Hybrid Oak	12	Good	Save
T33	Holly	Not Significant	Good	Save
T34	White Mulberry	Not Significant	Fair	Save
T35	Multi-Trunk Amur Maple	2" - 6"	Good	Save
T36	Spruce	4	Fair	Remove
T37	Spruce	4	Fair	Remove

AREA NUMBER	TREE SPECIES	TRUNK D.B.H. (in)	QUANTITY	CONDITION	RECOMMENDATION
A1	Honey Locust	10" - 12"	15	Good	Save
	Dogwood	2	1	Fair	Save
	Lace Bark Elm	6	1	Good	Save
A5	Red Maple	4	4	Good	Save

CANOPY MEASUREMENTS TABLE				
TOTAL SITE AREA (PINUS MASTER STREET PLAN ROW, EXISTING EASEMENTS, AND DEDICATED PARKLAND)				
ACRES				2.72
SQUARE FEET				118,629 SF
EXISTING TREE CANOPY (PINUS ROW AND EXISTING EASEMENTS)				
ACRES				0.33
SQUARE FEET				14,411 SF
PERCENT OF SITE AREA				12 %
TREE CANOPY PRESERVED				
ACRES				0.23
SQUARE FEET				10,067 SF
PERCENT OF SITE AREA				8.4 %
TREE CANOPY REMOVED (INCLUDING OFF-SITE CANOPY)				
ACRES				0.10
SQUARE FEET				4,344 SF
PERCENT OF SITE AREA				3.6 %
TREE CANOPY MITIGATED				
ACRES				0.04
SQUARE FEET				1,795 SF
PERCENT OF SITE AREA				1.5 %
2" CALIPER MITIGATION TREES				
				8
ZONING - MAIN STREET CENTER				
SITE PERCENT MIN. CANOPY REQUIRED PER ZONING				
SQUARE FEET				11,862 SF
CANOPY BELOW REQUIRED	PRESERVATION PRIORITY / TYPE	FORESTATION BASE DENSITY (FT2)	NUMBER OF 2" CALIPER TREES TO BE PLANTED	
1,795 SF	HIGH PRIORITY	218	8	

MITIGATION TYPE REQUESTED	QTY	EACH	TOTAL COST
ON-SITE MITIGATION	8		
OFF-SITE MITIGATION			
TREE ESCROW		\$675	
TOTAL MITIGATION	8		

OWNER: WALTON ART CENTER
495 W DICKSON STREET
FAYETTEVILLE, AR 72701
[479] 443 - 5600

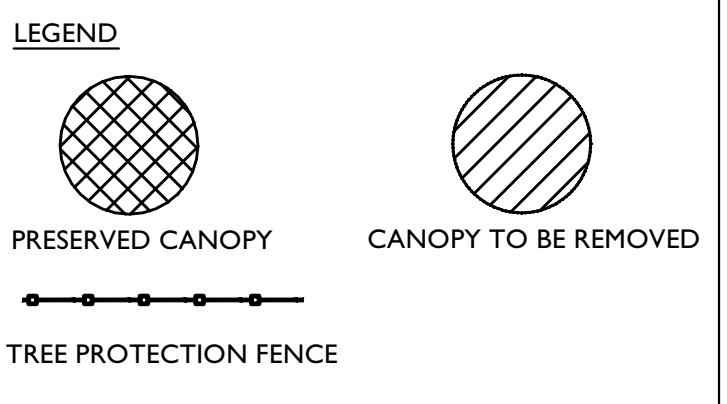
CURRENT ZONING : MSC [MAIN STREET CENTRAL]

SITE AREA: 2.74 ACRES

UNIFIED SOIL CLASSIFICATIONS:

FaC2 : FAYETTEVILLE FINE SANDY LOAM - 3-8% SLOPES, ERODED

FaD2 : FAYETTEVILLE FINE SANDY LOAM - 12-20% SLOPES, ERODED



22 AUGUST, 2014
APPROVED - CONSTRUCTION REVIEW
KEN EASTIN
CITY OF FAYETTEVILLE
URBAN FORESTRY

boora

Boora Architects Inc.
720 SW Washington Suite 800
Portland, OR 97205
T. 503.226.1575 F. 503.241.7429
www.boora.com

ASSOCIATE ARCHITECT

POLK
STANLEY
WILCOX
ARCHITECTS

Polk Stanley Wilcox Architects
509 Spring Street, Suite 150
Fayetteville, AR 72701
T. 479.444.0473
www.polkstanleywilcox.com

LANDSCAPE ARCHITECT

EDG

Ecological Design Group, Inc.
100 West Center Street, Suite 202
Fayetteville, AR 72701
T. 479.935.4826
www.ecologicaldgd.com

ISSUED FOR INFORMATIONAL PURPOSES ONLY

NOT FOR CONSTRUCTION

WALTON ART CENTER RENOVATION AND EXPANSION

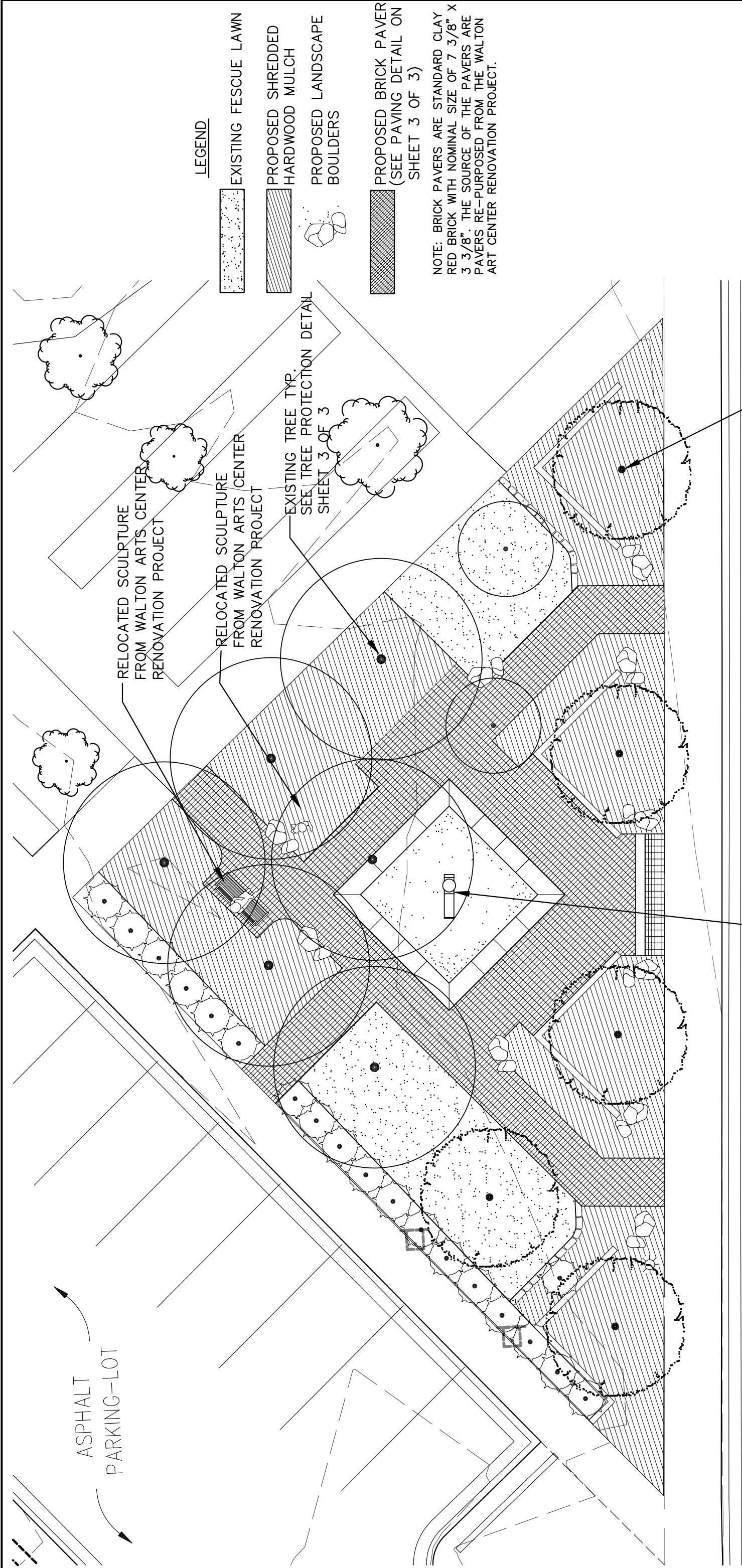
495 W DICKSON ST., FAYETTEVILLE, AR 72701

MARK	DATE	DESCRIPTION
Issued:	08.15.2014	
Scale:		
Copyright:		

75% CONSTRUCTION DOCUMENTS

TREE PRESERVATION PLAN

L-700



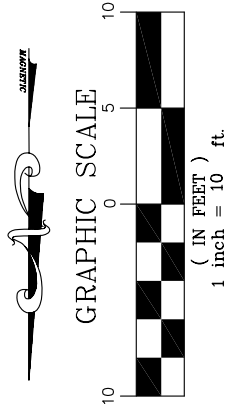
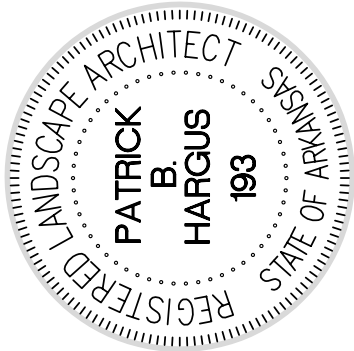
NOTE:
THIS DOCUMENT AND ALL ASSOCIATED PAGES THERE OF IS TO BE REFERENCED AS A "MASTER PLAN" SHOWING PLACEMENT AND GENERAL CONFIGURATION OF SITE ELEMENTS. THIS IS NOT A "CONSTRUCTION PLAN".

NOTE:
ALL BUILDING SET BACKS, UTILITY EASEMENTS, AND PROPERTY LINES ARE BASED ON DATA SUPPLIED BY THE OWNER. ALL BOUNDARIES, SET BACKS AND EASEMENTS ARE TO BE VARIFIED PRIOR TO CONSTRUCTION.

NOTE:
WITHOUT THE BENEFIT OF A TOPOGRAPHIC AND BOUNDARY SURVEY SUBMITTED IN ELECTRONIC FORM AND CONDUCTED FOR THE SOLE PURPOSE TO FACILITATE THE DESIGN OF THIS PROJECT ALL LINE WORK AND TEXT HEREON IS CONCEPTUAL. THIS DOCUMENT IS NOT TO BE USED AS A LEGAL DOCUMENT OR AS A CONSTRUCTION DOCUMENT.

NOTE:
WITHOUT THE BENEFIT OF A GEOTECHNICAL ANALYSIS AND DRAINAGE STUDY CONDUCTED BY A CERTIFIED ENGINEER AND SPECIFICALLY FOR THIS PROJECT ALL LINE WORK AND TEXT HEREON IS CONCEPTUAL. THIS DOCUMENT IS NOT TO BE USED AS A LEGAL DOCUMENT OR AS A CONSTRUCTION DOCUMENT.

REV. #1 5-22-16

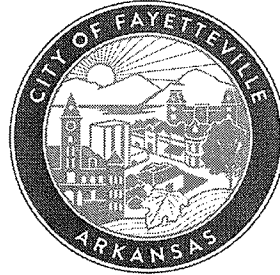


UNDERWOODS MEMORIAL GARDEN RELOCATION		
WALTON ARTS CENTER, FAYETTEVILLE, ARKANSAS		
MASTER PLAN (REV. #1)		
HARGUS L.A. Landscape Architecture Services	Ph: (479) 903-0780 hargusla@att.net	
DATE: 5-2-16	SCALE: 1"= 10'	SHEET 2 OF 3

Agenda Session 5-31-16
No Changes

City of Fayetteville, Arkansas

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



Meeting Agenda - Tentative Agenda

Tuesday, May 31, 2016

4:30 PM

City Hall Room 326

City Council Agenda Session

*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:****1. 2016-0264**

FIRST QUARTER FINANCIAL REPORT TO CITY COUNCIL

Agenda Additions**A. Consent:****✓ A. 1 2015-0648**

APPROVAL OF THE MAY 17, 2016 CITY COUNCIL MEETING MINUTES.

✓ A. 2 2016-0269**BID #16-23 JBZ, INC. D/B/A ELLINGSON CONTRACTING:**

A RESOLUTION TO AWARD BID # 16-23 AND APPROVE A CONTRACT WITH JBZ, INC. D/B/A ELLINGSON CONTRACTING IN THE AMOUNT OF \$287,300.00 FOR THE CONSTRUCTION OF KITCHEN RENOVATIONS AT THE FAYETTEVILLE SENIOR CENTER; TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$30,153.00; TO APPROVE CHANGE ORDER NO. 1 TO REFLECT VALUE ENGINEERING ITEMS AND REDUCE THE CONTRACT AMOUNT BY \$53,560.00; AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:BID #16-23 JBZ, INC. D/B/A ELLINGSON CONTRACTINGBA BID #16-23 JBZ, INC. D/B/A ELLINGSON CONTRACTING

A.3 2016-0257

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A RESOLUTION TO AWARD BID #16-31 AND AUTHORIZE THE PURCHASE OF A 2016 CLEMENT STARLIGHT 3829 TANDEM AXLE DUMP TRAILER FROM HILBILT SALES CORPORATION OF BENTON, ARKANSAS IN THE AMOUNT OF \$39,590.00 PLUS APPLICABLE TAXES FOR USE AT THE CITY WASTEWATER TREATMENT FACILITIES

Attachments: BID #16-31 HILBILT SALES CORPORATION

A.4 2016-0258

BID #16-33 SUPERIOR AUTOMOTIVE GROUP:

A RESOLUTION TO AWARD BID #16-33 AND AUTHORIZE THE PURCHASE OF TWO (2) 2016 FORD F-350 FLATBED TRUCKS FROM SUPERIOR AUTOMOTIVE GROUP OF SILOAM SPRINGS, ARKANSAS IN THE TOTAL AMOUNT OF \$66,558.00 FOR USE AT THE CITY WASTEWATER TREATMENT FACILITIES

Attachments: BID #16-33 SUPERIOR AUTOMOTIVE GROUP

A.5 2016-0256

RIGGS CAT 2016 CATERPILLAR 420F2 BACKHOE:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A 2016 CATERPILLAR 420F2 BACKHOE FROM RIGGS CAT OF SPRINGDALE, ARKANSAS IN THE AMOUNT OF \$95,620.00, PURSUANT TO A NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING AGREEMENT, FOR USE BY THE TRANSPORTATION DEPARTMENT

Attachments: RIGGS CAT 2016 CATERPILLAR 420F2 BACKHOE

A.6 2016-0259

RIGGS CAT 2016 CATERPILLAR 259D SKID STEER:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A 2016 CATERPILLAR 259D SKID STEER FROM RIGGS CAT OF SPRINGDALE, ARKANSAS IN THE AMOUNT OF \$55,000.00, PURSUANT TO A NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING AGREEMENT, FOR USE BY THE WATER AND SEWER OPERATIONS DIVISION

Attachments: RIGGS CAT 2016 CATERPILLAR 259D SKID STEER

~~A.7~~ 2016-0260

LEWIS AUTOMOTIVE GROUP:

A RESOLUTION TO APPROVE THE PURCHASE OF A 2013 DODGE CARAVAN FROM LEWIS AUTOMOTIVE GROUP OF FAYETTEVILLE, ARKANSAS IN THE AMOUNT OF \$17,771.00 FOR USE BY THE AIRPORT SERVICES DIVISION, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: LEWIS AUTOMOTIVE GROUP
 BA LEWIS AUTOMOTIVE GROUP

~~A.8~~ 2016-0147

SPECIAL NEEDS ASSISTANCE PROGRAM GRANT AGREEMENT:

A RESOLUTION TO APPROVE A SPECIAL NEEDS ASSISTANCE PROGRAM GRANT AGREEMENT WITH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT IN THE AMOUNT OF \$188,525.00 FOR THE CITY TO ADMINISTER PROGRAMS TO PROVIDE RENTAL ASSISTANCE AND SUPPORTIVE SERVICES TO HOMELESS FAYETTEVILLE RESIDENTS

Attachments: SPECIAL NEEDS ASSISTANCE PROGRAM GRANT AGREEMENT

~~A.9~~ 2016-0223

MCGOODWIN, WILLIAMS AND YATES, INC.:

A RESOLUTION TO APPROVE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH MCGOODWIN, WILLIAMS AND YATES, INC. IN AN AMOUNT NOT TO EXCEED \$182,077.00 FOR A WATER MASTER PLAN UPDATE AND FOR DESIGN, BIDDING AND CONSTRUCTION PHASE SERVICES FOR THE REPLACEMENT OF APPROXIMATELY 3,000 FEET OF WATER LINE ON DINSMORE TRAIL

Attachments: MCGOODWIN, WILLIAMS AND YATES, INC.

A.10 2016-0239**TAXIWAY LIGHTING REHABILITATION CONSTRUCTION GRANT APPLICATION:**

A RESOLUTION TO AUTHORIZE APPLICATION FOR AND ACCEPTANCE OF A 90/10 MATCHING GRANT FROM THE FEDERAL AVIATION ADMINISTRATION TO PROVIDE FUNDING FOR THE TAXIWAY LIGHTING REHABILITATION PROJECT AT DRAKE FIELD, TO APPROVE A CONTRACT WITH H&H ELECTRIC, INC. IN THE AMOUNT OF \$222,755.00 FOR THE PROJECT CONTINGENT UPON A GRANT AWARD, AND TO APPROVE A BUDGET ADJUSTMENT AUTHORIZING THE AIRPORT FUND MATCHING EXPENSE AND RECOGNIZING GRANT REVENUE CONTINGENT UPON APPROVAL OF THE GRANT APPLICATION AND RECEIPT OF GRANT FUNDS

Attachments: TAXIWAY LIGHTING REHABILITATION CONSTRUCTION GRANT APPLICATION
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A.11 2016-0243**UNIVERSITY OF ARKANSAS OSHER LIFELONG LEARNING INSTITUTE LEASE AGREEMENT:**

A RESOLUTION TO APPROVE A LEASE AGREEMENT WITH THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ARKANSAS FOR THE UNOCCUPIED BANQUET AREA IN THE AIRPORT TERMINAL BUILDING TO BE USED BY THE OSHER LIFELONG LEARNING INSTITUTE TO CONDUCT CLASSES DURING THE FALL 2016 AND SPRING 2017 SEMESTERS IN THE AMOUNT OF \$25.00 FOR EACH DAY THE SPACE IS USED

Attachments: UNIVERSITY OF ARKANSAS OSHER LIFELONG LEARNING INSTITUTE LEASE AGREEMENT

A.12 2016-0271**ROGERS, INC.:**

A RESOLUTION TO APPROVE A ONE YEAR LEASE AGREEMENT WITH ROGERS, INC. FOR OFFICE SPACE IN THE AIRPORT TERMINAL BUILDING IN THE AMOUNT OF \$330.00 PER MONTH TO PROVIDE IN-FLIGHT CATERING SERVICES

Attachments: Rogers, Inc.

B. Public Hearing:

~~B.1~~ 2016-0190

550 WEST SKELTON STREET:

A RESOLUTION CERTIFYING TO THE TAX COLLECTOR OF WASHINGTON COUNTY, ARKANSAS THE COSTS OF ABATING UNSIGHTLY AND UNSANITARY CONDITIONS AND THE RAZING AND REMOVAL OF A DILAPIDATED AND UNSAFE STRUCTURE UPON THE PROPERTY OWNED BY U.S. BANK NATIONAL ASSOCIATION AT 550 WEST SKELTON STREET IN THE CITY OF FAYETTEVILLE, ARKANSAS

Attachments: 550 WEST SKELTON STREET

C. Unfinished Business:

~~C.1~~ 2016-0248

FALLING WATERS APPEAL:

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 16-5385 FOR APPROXIMATELY 35.31 ACRES ON DEAD HORSE MOUNTAIN ROAD FROM R-A, RESIDENTIAL AGRICULTURE TO RSF-2, RESIDENTIAL SINGLE FAMILY, 2 UNITS PER ACRE SUBJECT TO A BILL OF ASSURANCE LIMITING DEVELOPMENT TO 51 HOMES

(LEFT ON FIRST READING)

Attachments: FALLING WATERS APPEAL

At the May 17, 2016 this item was left on the first reading

D. New Business:

~~D.1~~ 2016-0266

RZN 16-5400 (SOUTHEAST CORNER OF PERSIMMON & BROYLES AVE./CROSS KEYS SOUTH SD):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 16-5400 FOR APPROXIMATELY 1.43 ACRES LOCATED AT THE SOUTHEAST CORNER OF PERSIMMON AND BROYLES AVENUE FROM R-A, RESIDENTIAL AGRICULTURAL AND NC, NEIGHBORHOOD CONSERVATION TO NC, NEIGHBORHOOD CONSERVATION AND R-A, RESIDENTIAL AGRICULTURAL

Attachments: RZN 16-5400 (SOUTHEAST CORNER OF PERSIMMON & BROYLES AVE./CROSS

✓ **D. 2** 2016-0255

VAC 16-5404 (1649 W. FARMINGTON ST./STEVENS):

AN ORDINANCE TO APPROVE VAC 16-5404 SUBMITTED BY ANGELA STEPHENS FOR PROPERTY LOCATED AT 1649 WEST FARMINGTON STREET TO VACATE PORTIONS OF AN ACCESS EASEMENT

Attachments: VAC 16-5404 (1649 W. FARMINGTON ST./STEVENS)

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A RESOLUTION TO APPROVE A LONG TERM LEASE OF THE SPRING AND WEST PARKING LOT WITH THEATRE SQUARED, INC. TO CONSTRUCT A PERFORMANCE THEATER WITH EDUCATIONAL AND COMMUNITY EVENT SPACE

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AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A COST SHARE AGREEMENT WITH MARK ZWEIG, INC. FOR A WATER MAIN UPGRADE ALONG COLLEGE AVENUE BETWEEN EAST DAVIDSON STREET AND EAST MAPLE STREET WITH THE AMOUNT TO BE PAID BY THE CITY OF FAYETTEVILLE NOT TO EXCEED \$73,100.40

Attachments: MARK ZWEIG, INC.

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OZARKS ELECTRIC COOPERATIVE CORPORATION, INC.:

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND AUTHORIZE A 25 YEAR LICENSE AGREEMENT WITH OZARKS ELECTRIC COOPERATIVE CORPORATION, INC. FOR THE PURCHASE OF 100 SHARES AT THE OZARKS NATURAL ENERGY SOLAR FACILITY IN THE AMOUNT OF \$34,000.00

Attachments: OZARKS ELECTRIC COOPERATIVE CORPORATION, INC.

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TREE PRESERVATION AREA MODIFICATION:

A RESOLUTION TO APPROVE A MODIFICATION TO AN EXISTING TREE PRESERVATION AREA AT THE WALTON ARTS CENTER FOR THE PURPOSE OF INSTALLING PUBLIC ART

Attachments: TREE PRESERVATION AREA MODIFICATION

E. City Council Agenda Session Presentations:

E. 1 2016-0245

AGENDA SESSION PRESENTATION - CH2M ANNUAL REPORT, BILLY AMMONS

E. 2 2016-0250

AGENDA SESSION PRESENTATION - TRAIL CONSTRUCTION STATUS UPDATE - MATT MIHALEVICH

F. City Council Tour:

G. Announcements:

H. Adjournment

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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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Pre Agenda Meeting 5/25/16

City of Fayetteville, Arkansas

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



Meeting Agenda - Tentative Agenda

Tuesday, May 31, 2016

4:30 PM

City Hall Room 326

City Council Agenda Session

*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:

2016-0264

FIRST QUARTER FINANCIAL REPORT TO CITY COUNCIL

Agenda Additions

A. Consent:

A 1 2015-0648

APPROVAL OF THE MAY 17, 2016 CITY COUNCIL MEETING MINUTES.

A 2 2016-0269

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Attachments: BID #16-23 JBZ, INC. D/B/A ELLINGSON CONTRACTING
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A✓3

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Attachments: BID #16-31 HILBILT SALES CORPORATION

A✓4

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Attachments: BID #16-33 SUPERIOR AUTOMOTIVE GROUP

A✓5

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A✓6

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Attachments: RIGGS CAT 2016 CATERPILLAR 259D SKID STEER

AV7

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A18

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Attachments: MCGOODWIN, WILLIAMS AND YATES, INC.

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A. V3 2016-0271

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Attachments: FALLING WATERS APPEAL

At the May 17, 2016 this item was left on the first reading

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C.2 ✓ 2016-0255

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Operations Management Services



2015 Annual Report

Fayetteville, Arkansas



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Current Wastewater Operations and Maintenance Information

Owner: City of Fayetteville, Arkansas

Owner Contact: Tim Nyander
Utilities Director
113 West Mountain Street
Fayetteville, Arkansas 72701
479.575.8390

Operator: CH2M

Operator Contact: Billy Ammons
Regional Business Manager
1400 North Fox Hunter Road
Fayetteville, Arkansas 72701
479.443.3292

Facilities: **Paul R. Noland Water Resource Recovery Facility (WRRF)**
(Noland WRRF)
1400 North Fox Hunter Road
Fayetteville, Arkansas 72701

The Noland WRRF is a 12.6 million gallons per day (mgd) advanced WRRF, currently permitted to discharge 11.2 mgd, with influent fine screens, grit removal, Anaerobic/Anoxic/Oxic (A2/O®) plug flow biological nutrient removal (BNR) secondary treatment, secondary clarification, single-media sand filtration, ultraviolet (UV) disinfection, and post oxygenation. The treated effluent discharges to the White River. Odors from the Noland WRRF are captured and treated by two multi-stage chemical scrubbers.

West Side WRRF
15 South Broyles Avenue
Fayetteville, Arkansas 72704

The West Side WRRF is a 10-mgd advanced WRRF with influent fine screens, grit removal, Anaerobic/Anoxic/Carrousel (A2C™) BNR secondary treatment, secondary clarification, deep-bed sand filtration, UV disinfection, and post aeration. The treated effluent discharges to Goose Creek. Odors from the West Side WRRF are captured and treated by biofilters and carbon adsorbers. CH2M also assists with daily monitoring of a 43.65-acre constructed wetland mitigation site.

Biosolids Management Site (BMS)
16464 East Wyman Road
Fayetteville, Arkansas 72701

The BMS is located on 670 acres adjoining the Noland WRRF property. The BMS employs six solar houses and a thermal drying operation, which process belt filter-pressed biosolids from the WRRFs to Class A biosolids fertilizer for bulk sale. The site is permitted for land application of water treatment residuals (WTR) and treated wastewater effluent. Nutrient uptake from the old land application site is achieved through hay harvesting, marketing, appropriate supplemental nutrient application, and irrigation with treated plant effluent.

Current Wastewater Operations and Maintenance Information

Staff Size:	47 full-time equivalents
Hours of Operation:	The Noland WRRF is operated 24 hours per day, Monday through Friday, and 20 hours per day, Saturday and Sunday. The West Side WRRF is operated 10 hours per day, Monday through Friday, and 4 hours per day on Saturday and Sunday. The BMS is operated up to 24 hours per day, 7 days a week, during the colder months; and up to 16 hours per day Monday through Friday, and 3 hours per day on Saturday and Sunday for the remainder of the year.
No. of Sewer Lift Stations:	37 lift stations plus site maintenance of 5 abandoned stations
Type of Lift Stations:	Wet well, dry well, submersible
SCADA Support:	37 wastewater and 31 water locations plus Noland WRRF, West Side WRRF, and the BMS
Other Permitted Programs:	Industrial Pretreatment Program (IPP), No Discharge Permit, Industrial General Stormwater Permit, and Air Permits
Original Contract Date:	January 1987
Renewal Date(s):	January 1989, August 1994, January 2001, May 2003, December 2009, and July 2014
Completion Date:	December 2019

Executive Summary

CH2M is pleased to present our 2015 annual report to our client and partner, the City of Fayetteville (the City). The completion of our work in 2015 marks 29 years of successful partnering between CH2M and the City, as well as another year of quality service provided to Fayetteville citizens. This report summarizes activities and accomplishments from contract year 2015.

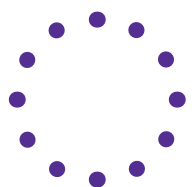
Water was available, in abundance, throughout our area in 2015. Even though the City has done a wonderful job of eliminating overflows from the sanitary sewer system, the consistently high groundwater levels still managed to cause higher influent flows at the City's two WRRFs. The average daily influent flow and loading treated by the combination of both of these facilities was 14.8 mgd, which is the most wastewater ever treated by the City of Fayetteville wastewater system. For the most part, the facilities and staff were able to deal with these higher loadings without significant difficulty, although the Noland plant did incur 2 minor National Pollutant Discharge Elimination System (NPDES) permit excursions.

CH2M provided utility engineering services on an interim basis for most of 2014 and 2015. In 2016, the engineer performing that work was transitioned to the City and the associated services were removed from our scope of work.

The wastewater facilities were operated with no lost time safety incidents in 2015 and the Arkansas Department of Labor presented the operation with a plaque to recognize the milestone of over 9 years without such an occurrence. Safety for the hard working employees that work in this statistically dangerous profession continues to be the highest priority.

Looked at from an overall perspective, 2015 was a challenging yet successful year for wastewater treatment in Fayetteville.

The completion of our
work in 2015 marks



**29 years of
successful partnering**

between CH2M and the City.

Performance Excellence

Permit Compliance

CH2M regional technical associates continued to provide invaluable support throughout the year providing training, guidance, and assistance to help WRRF employees understand and address the intricacies of the highly complex biological, chemical, and mechanical systems used to achieve permit compliance for the City. CH2M operated these systems throughout the highly challenging conditions of 2015 and incurred only two minor NPDES permit excursions, representing 99.9 percent compliance.

Exhibits 1 and 2 display the average percent removal efficiency the plants achieved in 2015 for biochemical oxygen demand (BOD), total suspended solids (TSS), total phosphorus (Phos), and ammonia-nitrogen (Ammonia).

Exhibit 1
2015 Noland Percent Removal

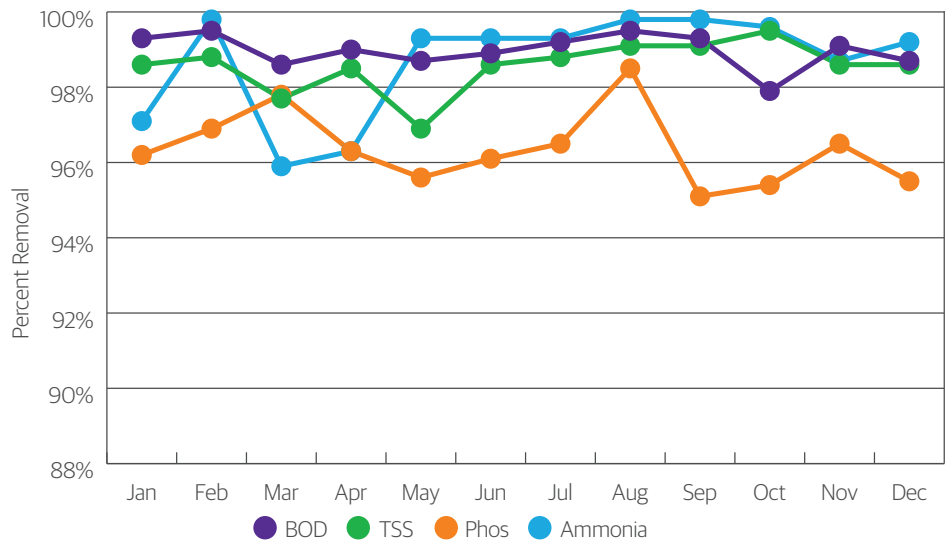
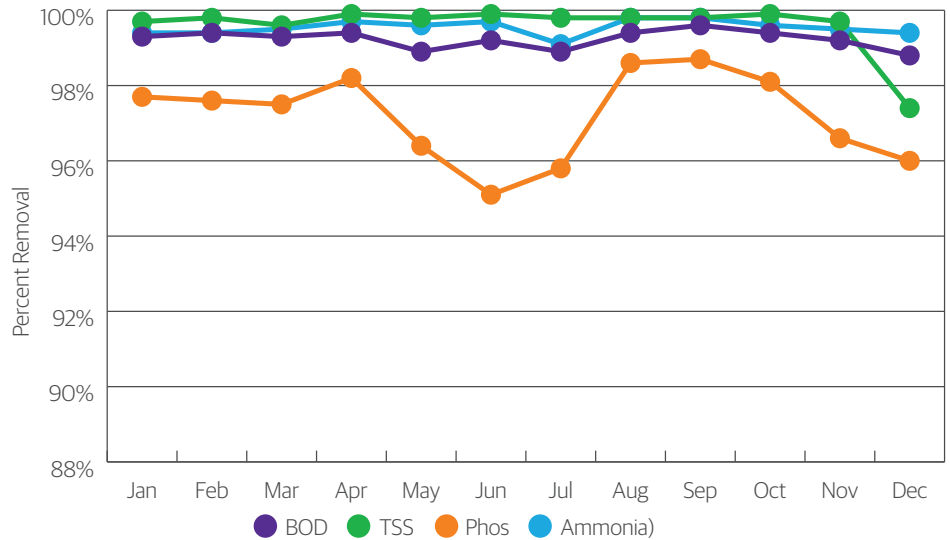


Exhibit 2
2015 West Side Percent Removal



Cost Management

Electrical Savings

Ten years ago, the City initiated the use of large diesel/natural gas-powered generators to take advantage of an 'off-peak' rate schedule offered by our local electrical cooperative, Ozarks Electric. By using this rate structure, the City is able to obtain a much more favorable rate for normal electrical usage, saving hundreds of thousands of dollars per year over the previous rate. However, in exchange for this favorable rate, the two WRRFs and the largest lift station on Hamestring Creek must go 'offline' during periods when the overall Arkansas Electric Cooperative Commission might set a new peak demand during the months of June through September. Since the beginning of this program, there has been some financial risk associated with not being able to use the generator power during these demand setting periods. By the end of 2015, the use of a 2-megawatt generator at each of the three above-mentioned locations has allowed the City to accumulate over \$2.8M in savings. That level of savings is greater than the original investment of about \$2.784M for the three generators, which means that savings from using the system are more than the original investment. Having these three generators available year round also means that each of these three significant facilities has full backup power available during any sort of power outage and allows for full treatment of incoming waste during those periods. Exhibit 3 displays cumulative energy savings.

Exhibit 3
Cumulative Energy Savings

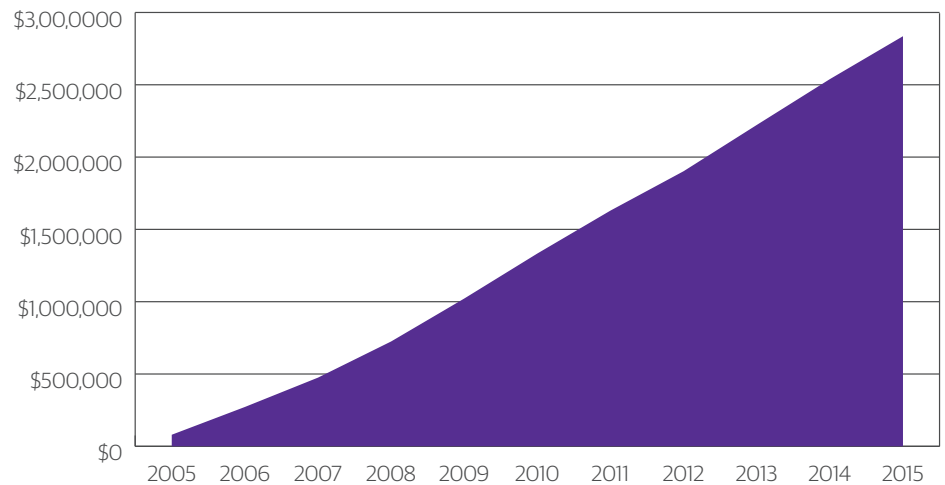


Exhibit 4
2015 Revenue

	Area	Revenue
Industrial Pretreatment	Industrial Surcharge Fees	\$691,746
	Hauled Wastewater Fees	\$13,150
	Application Fees	\$700
	Administrative Fines	\$0
Biosolids Management	Hay Sale	\$92,901
	Fertilizer Sale	\$57,927
	Water Treatment Residuals Application	\$107,000
Total		\$963,424

Revenue

Exhibit 4 represents revenue for 2015.

Performance Excellence

Ozone Disinfection System Installation

CH2M worked closely with the City, the supplier (BlueInGreen), and the contractor (JL Bryson) to allow work to begin on the installation of the ozone disinfection system. There were significant delays in the startup of the installation due to a misunderstanding with the Arkansas Department of Environmental Quality (ADEQ) regarding their approval of the Permit to Construct, as well as manufacturing delays on certain components of the BlueInGreen system. CH2M employees worked diligently throughout the year to prepare the site for anticipation of construction start up. Official construction work was well under way by the end of 2015, but was not yet completed.

Noland and West Side WRRF Rain Gardens

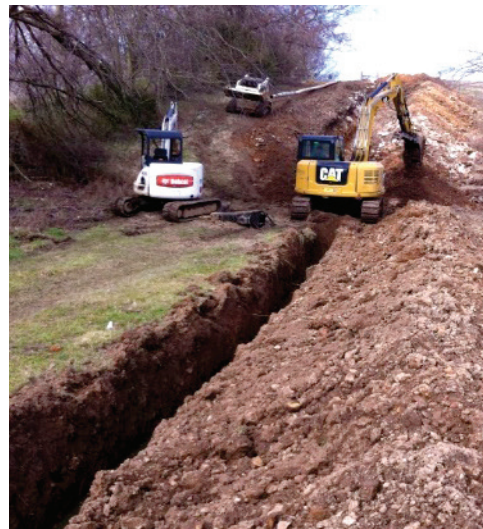
Project staff maintained rain gardens that successfully withstood their first year of storm events. Focus will continue on closely maintaining areas while native vegetation is given time to become more permanently established. Initial observations of the effects of using these rain gardens have been extremely positive. Several areas that were previously very prone to erosion during rainfall events have shown virtually zero negative impact from runoff after these rain gardens were installed. We expect to be able to fully quantify these results by the end of 2016.

Lake Sequoyah Sediment Removal

In 2015, project activities for the Lake Sequoyah Sediment Removal Project largely centered on site development with the goal of harvesting a sizable volume of sediment from the lake by the end of the year.

Early in the year, project staff focused on completion of Grading and Floodplain Development Permit applications for full-scale development of the project site.

One significant site development was the installation of a 1,650-linear-foot, 8" HDPE pipeline including isolation, air-release, and check valves. A coordinated effort between CH2M project staff and City Water and Sewer Field Technicians installing this pipeline connected the project site to the City's collection system at a nearby manhole. The pipeline will transport the clarified process water from sediment harvesting operations to the Noland WRRF for normal sanitary sewer treatment ensuring all water quality standards are met before any water is released back into the environment.



Lake Sequoyah Force Main Installation – 1,650 feet of 8" HDPE piping installed by the City Water and Sewer department.

Performance Excellence

Site development plans were submitted to City Development and Engineering in June and by month's end, Sediment Removal Project permits for both Grading and Floodplain Development were issued.

2015 site development accomplishments include:

- Construction of West and East construction-level site access points
- Installation of over 3,000 linear feet of tree protection fencing and 2,000 feet of straw wattles as stormwater-construction BMPs
- Construction of three acres of structurally stabilized, leveled surface for geobag deployment and filling requiring approximately 2,000 yards of compacted fill material
- Construction of a 1,800-foot-long temporary berm to contain process water for geobag filling and dewatering
- Fusion of over 4,000 linear feet of 8" HDPE pipe section for transporting on-site process water
- Deployment of just over 900 linear feet of geotextile tubes or geobags for sediment containment and dewatering
- Design and operation of the valve-manifold system for dredge-to-geobag slurry distribution
- Acquisition and delivery of two 45-foot-long Modular-Steel bridges to improve site access while avoiding impacts to on-site wetlands

CH2M project staff and Stream Lake and Wetland Solutions LLC (SLAWS) began sediment removal, and subsequent geobag filling, from Lake Sequoyah during the second week of November. Despite operational delays from large storm events in November and December, dredging operations continued throughout December and wrapped up on December 22, just before the Christmas holiday and Winter Storm Goliath. Subcontractor and project staff accomplished just under 133 hours of sediment pumping within the 5-week window of dredging operation. Approximately 2,500 cubic yards of sediment was successfully harvested, consolidated, and dewatered on-site within the geobags. The collected sediment will be beneficially reused as future construction fill material or reused to facilitate future sediment removal operations. Very generally speaking, the collected sediment can be compared to an equivalent of 150 dump truck loads of construction fill that did not have to be hauled to the project site, unloaded and worked into place. Access road construction, bridge installation and additional site development are expected to be closely coordinated between project staff, CH2M engineers, and City Water and Sewer staff in 2016.



Geobags deployed with round bale containment berm.



One of two bridges delivered to the site for future installation.



Dino 6 dredge owned and utilized by Stream Lake and Wetland Solutions LLC to remove sediment from the lake.



Geobag after being filled with sediment slurry allowing excess water to escape, a process called "dewatering".

Performance Excellence

Commitment to Sustainability

By the nature of our business, CH2M's team is environmentally focused. Environmental stewardship is something we care deeply about, and we have been pleased to partner with the City to implement several programs to make our environmental impact more "green". Our combined 2015 sustainable practices yielded the following results:

- Reused 9.9 million gallons of effluent for hay irrigation and Water Treatment Residuals soil incorporation.
- 2,897 dry tons of biosolids were sold to be beneficially reused as fertilizer
- The West Side WRRF reduced electrical usage by 76,800 kilowatt hours (kWh) while treating an increase of 793 million gallons (mg) of wastewater for an improved efficiency of 1869 kWh/mg treated in 2015 compared to 2566 kWh/mg treated in 2014
- The Noland WRRF reduced electrical usage by 127,200 kWh while treating an increase of 411 mg of wastewater for an improved efficiency of 4071 kWh/mg treated in 2015 compared to 5029 kWh/mg in 2014
- Maintained Noland and West Side facilities as contributing habitats for the National Wildlife Federation Fayetteville Community Habitat Designation
- Community involvement included 92 volunteer hours and \$2,000 in donations for direct sustainability-related projects and activities
- Reduced diesel fuel by 115 gallons for biosolids hauling
- Installed two 100-horsepower (hp) motor variable frequency drives (VFDs) and two 50-hp motor VFDs on the Noland aeration basin to allow more precise control of dissolved oxygen (DO) levels
- Replaced 20 sodium halide street lights with LED lighting



Nicholas King is participating in the annual City Earth Day event by reseeding along one of the many walking trails around the City.

By the nature of our business,
CH2M's team is environmentally focused.



CH2M and the Watershed Conservation Resource Center (WCRC) worked with volunteers to collect native grass and wildflower seeds at the BMS and West Side WRRF. The seeds collected by the volunteers will be used to maintain existing habitat improvement areas as well as at other conservation projects in our area.

CH2M and WCRC and the Illinois River Watershed Partnership (IRWP) worked with volunteers to collect native grass and wildflower seeds from the West Side WRRF's newly established rain gardens. Project staff will reuse the collected seeds back into the rain gardens to improve native plant densities. Additionally IRWP volunteers participated in rain garden maintenance by planting several dozen deep-cell 'plugs' of native grasses and wildflowers. These pre-germinated perennials with well-established root systems will provide a great start to next year's growing season and add diversity to the low maintenance native plant communities!

The WCRC is currently engaged in activities associated with the stream bank stabilization project at the Noland WRRF that will help to estimate pre-stabilization stream bank erosion rates and associated sediment and nutrient loads resulting from stream bank erosion at the site. The work being performed consists of collecting detailed cross-section survey measurements at several locations along the White River frontage of the Noland WRRF. The measurements collected during the Fall of 2015 will be directly compared to measurements collected at the same location in the Fall of 2014. From that comparison, the amount of erosion that occurred during the intervening one-year period will be determined. Samples of the stream bank material were collected during the winter of 2014-2015 and were analyzed for bulk density and nutrient concentrations. The analyses combined with measured erosion will be used to determine the mass and nutrient loads that resulted from the observed stream bank erosion. In addition to determination of erosion rates, the data being collected will be used to evaluate changes in channel morphology and will assist in the development of the bank stabilization design.

The BMS uses an odor neutralizer to mitigate offsite solar house odor potential. A recommendation was made to load the solar houses with less biosolids in the winter months to mitigate the potential odors. The month of December test revealed no odor neutralizer had to be used and the drying efficiency increased in the solar houses as well. We expect these results to continue in the early 2016 months as well.



Native plants at the WRRFs.

Awards and Recognition

Professional Activities

- Denise Georgiou, CH2M Industrial Pretreatment Coordinator, served as a member of the Exhibitors Committee for the 31st Annual Region VI Pretreatment Association Workshop held in Ft. Worth, Texas. She also continues to serve locally on the Board of Directors of Project Right Choice (PRC)
- Mr. Ed Clark of Pinnacle Foods Corporation won the Northwest District of the Arkansas Water Works and Water Environment Association (AWW&WEA) Industrial Pretreatment Professional Award. He was nominated by our project
- Bruce Richart received Arkansas Water Works and Water Environment Association Northwest District Wastewater Manager of the Year Award
- Ashley Gregg received the Arkansas Water Environment Association (AWEA) Laboratory Analyst of the Year Award at the Hot Springs Conference
- Duyen Tran was recognized for her contributions as a Water Environmental Federal House Delegate at the AWEA Award Banquet
- Tim Tinsley was inducted into the Arkansas Select Society of Sanitary Sludge Shovelers at the AWEA Awards Banquet in Hot Springs



Ashley Gregg receives AWEA Laboratory Analyst of the Year Award.

Other

Duyen Tran appeared on the cover of the April 2015 issue of Treatment Plant Operator (TPO) Magazine, a national publication for the wastewater industry. Duyen has come a long way from South Vietnam, to laboratory director, to project manager, to sustainability director for CH2M. The article contained great quotes from Tim Luther, Billy Ammons, Robert Kuta and, in particular, Fayetteville Chief of Staff Don Marr.



O&M Scope Overview

CH2M has performed operations and maintenance (O&M) services for the City since January 1, 1987 at the original Water Pollution Control Facility on the White River, and at the Noland WRRF since February 25, 1988, when the new BNR facility first began treating wastewater. In November 2005, the City initiated construction of the new West Side WRRF, and CH2M began operating that facility in June 2008. The biosolids drying operation began partial operations in 2010 and has been fully functional since late 2011.

In 2015, the WRRFs treated waste from approximately 80,000 Fayetteville citizens and the neighboring communities of Greenland, Farmington, Elkins, and part of Johnson.

We perform complete O&M services including:

- WRRF O&M
- Water and sewer utility engineering (ended December 31)
- Lift station maintenance
- Supervisory control and data acquisition (SCADA) monitoring, repair, and maintenance
- Hay harvesting and marketing operation with nutrient uptake program
- Wetland mitigation site monitoring
- Laboratory services
- IPP administration and management
- Capital improvement budgeting and planning
- Rolling stock maintenance
- Staff training
- Computerized maintenance management
- Installation of standard CH2M management systems
- Sludge dewatering system and biosolids drying operations
- Fertilizer marketing
- WTR application
- Public awareness assistance through various tours and presentations, as well as supporting a number of environmentally-oriented educational activities

In 2015, the WRRFs treated waste from approximately **80,000 Fayetteville citizens** and the neighboring communities of Greenland, Farmington, Elkins, and part of Johnson.

Staffing Plan

The WRRF staff participates in an ongoing cross-training program enabling us to perform operations 24 hours a day, 7 days a week with a relatively small group. Most employees are proficient in two to six disciplines, creating a larger pool of human resources to perform the varied tasks required to operate the facilities efficiently. Exhibit 5 displays primary staff assignments.

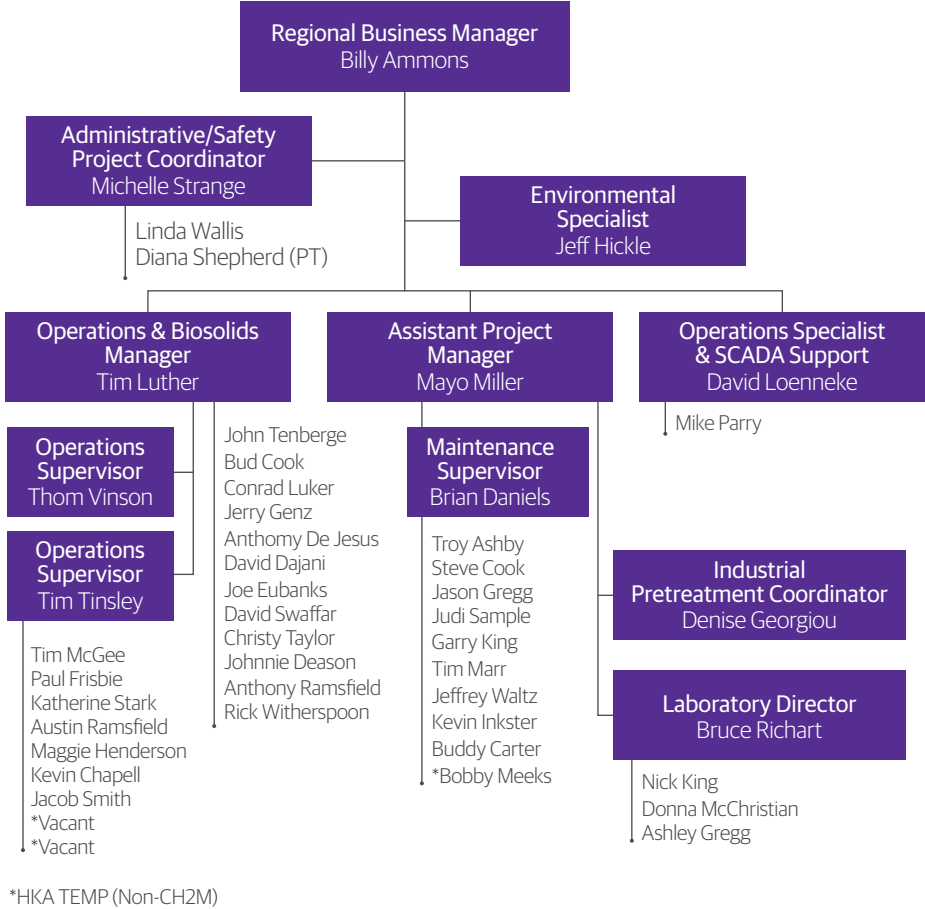
Staff Training

CH2M annually provides training to each employee on various technical, safety, ethics, leadership, and quality topics. The majority of training was conducted via hands-on, inhouse classroom, or online programs in 2015.

Mike Ross, CH2M Regional Technical Specialist, taught several state-approved wastewater treatment classes to CH2M operators as well as operators from neighboring cities. These classes prepare operators to test for state certification and training hours can be used to maintain existing operator licenses. In 2015, four CH2M employees obtained Class I Arkansas Wastewater Operator certifications for the first time. Several employees also upgraded their Wastewater licenses to higher levels with four upgrading to the Class II level, and two successfully completing the Class III session.

Operations had three employees work within the maintenance department as part of an intensive cross-training program that allowed the employees to gain hands-on mechanical knowledge and skills. These cross-trained employees are an asset to the project because it allows the maintenance team to utilize these employees for larger tasks requiring more helping hands.

Exhibit 5
CH2M Fayetteville Staff Organization



Safety, Security, and Environmental

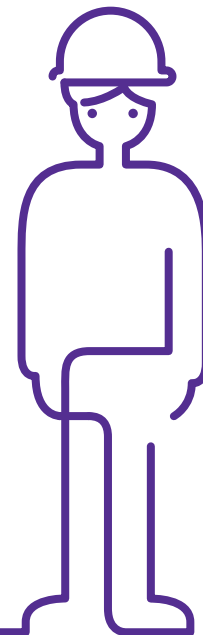
Safety for our employees continues to be a very high priority. As such, several milestones were achieved in 2015 and a number of activities were conducted to maintain emphasis in this area.

- Employees achieved a new record of 991 days without an Occupational Safety and Health Administration (OSHA) recordable injury
- WRRF staff completed 9 years and over 750,000 hours with no lost time illnesses or injuries
- A majority of required, basic safety training is completed online individually by employees and is automatically tracked
- Purchased Automated External Defibrillators (AEDs) for staffed buildings
- Employees participated in wellness challenges including a virtual walking tour of the 7 Wonders of the World and a Shape-Up Face-Off Wellness Challenge where employees competed to reach goals they set for themselves
- Staff members conduct weekly safety inspections that cover all areas at Noland, West Side, BMS, and lift stations; submit safe behavior observations of working employees; and provide a daily email to all employees, which includes a safety topic and safety statistics. Weekly safety inspection schedules were generated through the CMMS program (Maintenance Connection) beginning in February and through the rest of the year
- CH2M instituted Multi-Factor Authentication for improved cyber security when logging onto the Virtual Private Network (VPN)



Billy Ammons (right) presents Project Safety Team Leader Troy Ashby the National Safety Council Occupational Excellence Achievement Award for a lost workday case incidence rate less than 50% of the Bureau of Labor Statistics rating for our North American Industry Classification System (NAICS) classification. Employees' rate was zero.

Safety for our employees continues to be a very high priority.



Operations

Plant Loadings

The total average daily influent flow from both plants in 2015 was 14.8 mgd, which is 70 percent of the annual average flow value used by ADEQ to calculate our NPDES permit limits for the two combined facilities which is 21.2 mgd. The flow during the months of May and December was over 95 percent of this annual average value for the two facilities. Exhibit 6 displays influent flow by month.

Other plant loadings information for the Noland WRRF is listed in Exhibit 7, and plant loadings information for the West Side WRRF is listed in Exhibit 8.

Exhibit 6
WRRF Average Influent Flow (Monthly)

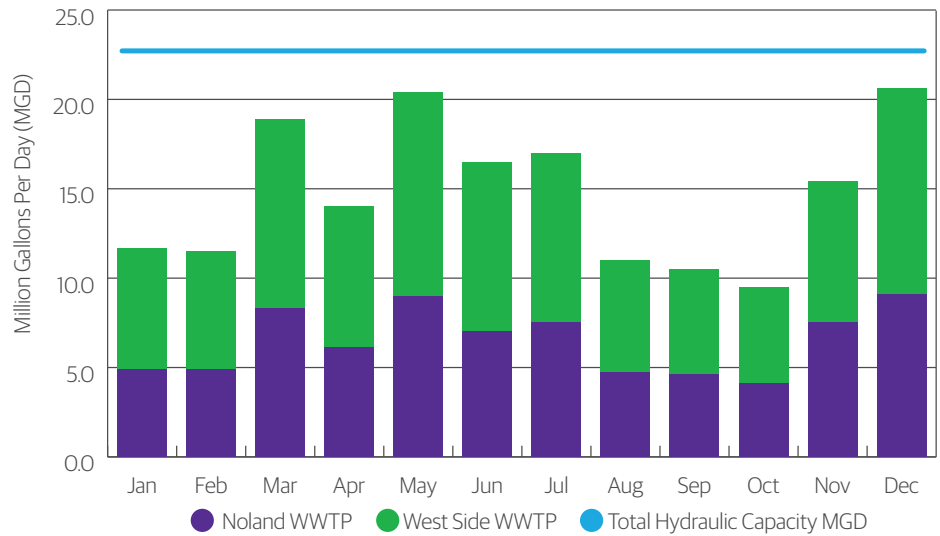


Exhibit 7
Noland WRRF Average Influent Loadings (Monthly)

2015 Noland WWTP	Influent Max Day Flow (mgd)	Date of Maximum Flow	Monthly Average Flow (mgd)	Percent Designed Flow	BOD loading (lbs/d)	Percent BOD Loading	TSS loading (lbs/d)	Percent TSS Loading	Phosphorus loading (lbs/d)	Percent Phosphorus Loading	Ammonia loading (lbs/d)	Percent Ammonia Loading
Designed or Permitted			11.2		26,370		20,620		680		2,000	
January	7.6	04-Jan-15	4.9	43.9%	13,387	50.8%	7,417	36.0%	209	30.7%	608	30.4%
February	7.8	20-Feb-15	4.9	43.7%	13,361	50.7%	8,473	41.1%	227	33.4%	863	43.2%
March	14.1	15-Mar-15	8.3	74.0%	13,772	52.2%	9,443	45.8%	258	37.9%	853	42.7%
April	7.7	16-Apr-15	6.1	54.6%	16,376	62.1%	10,276	49.8%	251	36.9%	627	31.3%
May	17.4	10-May-15	9.0	80.4%	15,181	57.6%	9,597	46.5%	212	31.2%	543	27.2%
June	21.2	19-Jun-15	7.0	62.7%	14,889	56.5%	9,869	47.9%	279	41.0%	767	38.4%
July	17.2	09-Jul-15	7.5	66.8%	17,771	67.4%	12,385	60.1%	371	54.6%	903	45.2%
August	12.5	24-Aug-15	4.7	42.3%	15,568	59.0%	9,791	47.5%	242	35.6%	640	32.0%
September	7.2	07-Sep-15	4.6	41.4%	15,348	58.2%	8,925	43.3%	253	37.2%	1,014	50.7%
October	6.1	08-Oct-15	4.1	36.4%	16,853	63.9%	9,613	46.6%	263	38.7%	712	35.6%
November	22.9	28-Nov-15	7.5	67.4%	16,977	64.4%	11,760	57.0%	393	57.8%	840	42.0%
December	35.3	28-Dec-15	9.1	81.4%	14,752	55.9%	11,126	54.0%	260	38.2%	569	28.5%
Average			6.5	57.9%	15,352.88	58.2%	9,889.58	48.0%	268	39.4%	745	37.2%

Exhibit 8

West Side WRRF Average Influent Loadings (Monthly)

2015 West Side WWTP	Influent Max Day Flow (mgd)	Date of Maximum Flow	Monthly Average Flow (mgd)	Percent Designed Flow	BOD loading (lbs/d)	Percent BOD Loading	TSS loading (lbs/d)	Percent TSS loading	Phosphorus loading (lbs/d)	Percent Phosphorus Loading	Ammonia loading (lbs/d)	Percent Ammonia Loading
Designed or Permitted			10.0		14,590		14,590		584		2,000	
January	11.1	04-Jan-15	6.8	67.7%	9,994	68.5%	9,871	67.7%	265	45.4%	1,069	53.5%
February	9.8	22-Feb-15	6.6	65.7%	11,032	75.6%	10,872	74.5%	220	37.7%	1,267	63.4%
March	18.4	15-Mar-15	10.6	105.7%	12,716	87.2%	12,523	85.8%	244	41.8%	1,230	61.5%
April	10.4	16-Apr-15	7.9	78.6%	13,420	92.0%	13,070	89.6%	288	49.3%	928	46.4%
May	22.4	11-May-15	11.4	114.1%	12,474	85.5%	14,154	97.0%	205	35.1%	1,008	50.4%
June	25.1	19-Jun-15	9.5	95.4%	14,847	101.8%	17,514	120.0%	325	55.7%	1,211	60.6%
July	24.7	10-Jul-15	9.5	94.8%	11,905	81.6%	16,270	111.5%	337	57.7%	1,341	67.1%
August	10.1	25-Aug-15	6.3	63.4%	12,958	88.8%	14,333	98.2%	337	57.7%	1,326	66.3%
September	7.6	09-Sep-15	5.9	59.2%	14,416	98.8%	13,937	95.5%	303	51.9%	1,296	64.8%
October	6.1	24-Oct-15	5.4	53.9%	15,041	103.1%	13,424	92.0%	288	49.3%	1,218	60.9%
November	23.4	28-Nov-15	7.9	79.4%	12,669	86.8%	12,920	88.6%	345	59.1%	1,198	59.9%
December	39.1	28-Dec-15	11.5	115.2%	12,802	87.7%	13,437	92.1%	258	44.2%	851	42.6%
Average			8.3	82.8%	12,856.17	88.1%	13,527.08	92.7%	284.6	48.7%	1,162	58.1%

Operations

Effluent Quality

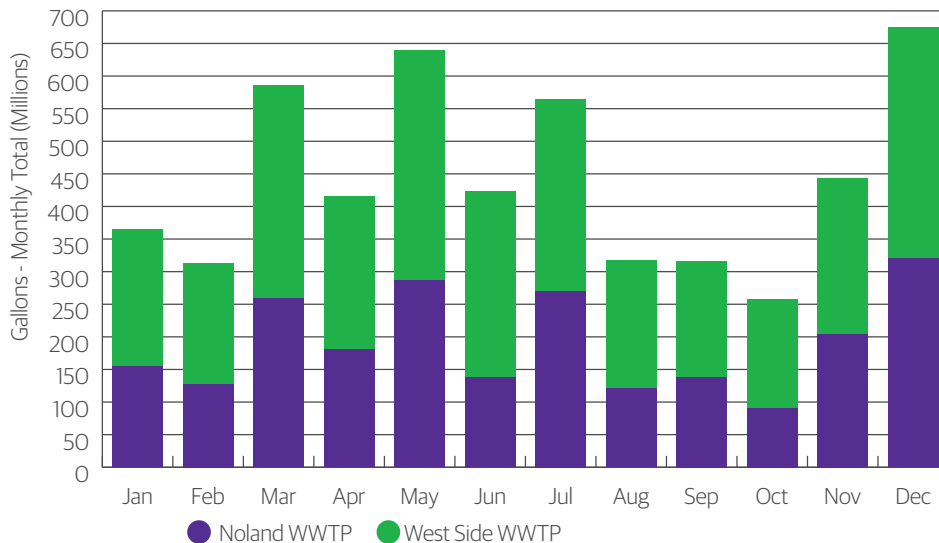
In 2015, the two WRRFs treated and discharged more than 5.3 billion gallons of water (Exhibit 9).

Exhibit 9
Treated and Discharged Water

	Noland WRRF		West Side WRRF		Total	
	Noland Monthly Total Gallons	Average Daily Flow	West Side Monthly Total Gallons	Average Daily Flow	Total Flow	Average Daily Flow
January	154,490,000	4,983,548	210,296,000	6,783,742	364,786,000	11,767,290
February	127,630,000	4,558,214	184,728,000	6,597,429	312,358,000	11,155,643
March	258,810,000	8,348,710	327,785,000	10,573,710	586,595,000	18,922,419
April	180,710,000	6,023,667	235,410,000	7,847,000	416,120,000	13,870,667
May	286,490,000	9,241,613	354,120,000	11,423,226	640,610,000	20,664,839
June	137,640,000	4,588,000	285,748,000	9,524,933	423,388,000	14,112,933
July	270,330,000	8,720,323	293,329,000	9,462,226	563,659,000	18,182,548
August	120,510,000	3,887,419	196,966,000	6,353,742	317,476,000	10,241,161
September	138,200,000	4,606,667	177,722,000	5,924,067	315,922,000	10,530,733
October	90,750,000	2,927,419	166,873,000	5,383,000	257,623,000	8,310,419
November	204,320,000	6,810,667	238,664,000	7,955,467	442,984,000	14,766,133
December	320,276,600	10,331,503	355,540,000	11,469,032	675,816,600	21,800,535
Annual	2,290,156,600	6,274,402	3,027,181,000	8,293,647	5,317,337,600	14,568,048

Exhibit 10 shows the monthly total effluent discharge.

Exhibit 10
2015 Effluent Discharge Gallons - Monthly Total



Exhibits 11 and 12 show treated effluent quality.

Exhibit 11

Average Noland Effluent Characteristics (Monthly)

Noland	CBOD (mg/L)	CBOD (mg/L)	TSS (mg/L)	TSS (mg/L)	Phos (mg/L)	Phos (mg/L)	Ammonia (mg/L)	Ammonia (mg/L)
	Permitted	Monthly Average	Permitted	Monthly Average	Permitted	Monthly Average	Permitted	Monthly Average
January	21	2.1	15.0	2.4	1.0	0.2	5.0	0.4
February	21	1.7	15.0	2.4	1.0	0.2	5.0	0.1
March	21	2.8	15.0	3.2	1.0	0.1	5.0	0.6
April	7.5	2.8	5.0	2.4	1.0	0.2	3.0	0.4
May	7.5	2.5	5.0	3.4	1.0	0.1	3.0	0.04
June	5.0	3.1	5.0	2.6	1.0	0.2	1.7	0.1
July	5.0	2.1	5.0	2.0	1.0	0.2	1.7	0.1
August	5.0	2.4	5.0	2.5	1.0	0.1	1.7	0.04
September	5.0	2.0	5.0	1.3	1.0	0.2	1.7	0.04
October	5.5	8.6	5.0	1.2	1.0	0.3	2.4	0.1
November	5.5	2.3	5.0	2.4	1.0	0.2	2.4	0.2
December	21	2.1	15.0	1.8	1.0	0.1	5.0	0.1
Average		2.9		2.3		0.2		0.2

Exhibit 12

Average West Side Effluent Characteristics (Monthly)

West Side	CBOD (mg/L)	CBOD (mg/L)	TSS (mg/L)	TSS (mg/L)	Phos (mg/L)	Phos (mg/L)	Ammonia (mg/L)	Ammonia (mg/L)
	Permitted	Monthly Average	Permitted	Monthly Average	Permitted	Monthly Average	Permitted	Monthly Average
January	13.3	1.2	15	0.5	1.0	0.1	3.7	0.1
February	13.3	1.1	15	0.4	1.0	0.1	3.7	0.1
March	13.3	1.0	15	0.5	1.0	0.1	3.7	0.1
April	10.2	1.2	10	0.3	1.0	0.1	1.6	0.04
May	10.2	1.6	10	0.3	1.0	0.1	1.6	0.04
June	5.3	1.6	10	0.2	1.0	0.2	1.0	0.05
July	5.3	1.8	10	0.4	1.0	0.2	1.0	0.1
August	5.3	1.4	10	0.6	1.0	0.1	1.0	0.04
September	5.3	1.2	10	0.7	1.0	0.1	1.0	0.04
October	6.6	2.0	10	0.2	1.0	0.1	2.3	0.1
November	6.6	1.8	10	0.6	1.0	0.2	2.3	0.08
December	13.3	1.2	15	1.3	1.0	0.1	3.7	0.04
Average		1.4		0.5		0.1		0.1

Operations

Operations Accomplishments

Unusually high rainfall in 2015 contributed to several record influent and effluent flows. Since 2000,

- Annual Average Rainfall
 - Average annual rainfall: 44.1 inches
 - 2015 rainfall total: 65.7 inches
- Record Influent Flow
 - Previous record annual influent flow was 4.7 billion gallons in 2009
 - New record annual influent flow is 5.4 billion gallons
 - West Side previous record daily flow was 37.7 million gallons in April 2011
 - West Side new record daily flow is 39.1 million gallons
 - Noland previous record monthly average influent flow of 10 million gallons was in May 2011
 - Noland new record monthly average influent flow is 10.3 million gallons
- Record Effluent Flow
 - West Side new record monthly average effluent flow is 11.5 million gallons



View looking south from Noland during flooding.



View looking south from Noland after flooding.

Laboratory

In 2015, the CH2M Fayetteville laboratory received 3,579 samples. The laboratory conducted a total of 9,370 analyses on these samples, in addition to 3,031 analyses to verify quality control of the data. The in-house analytical capabilities include 22 parameters.

Noteworthy accomplishments in the laboratory include:

- Managed a 42 percent increase or 1,050 additional samples, 34 percent or 2,365 additional analyses, and a 21 percent or 533 additional quality control analyses for 2015 as compared to 2014 without increased staffing
- Recertification of the Paul R. Noland WRRF Laboratory by ADEQ
- Passing the annual EPA DMRQA-35 Water Performance Study for all permitted parameters for both Noland and West Side facilities
- Passing the annual NSI WP -218 Water Performance Study for all permitted parameters as a requirement of the CH2M Laboratory Quality Assurance (QA) Program
- Passing the annual NSI MP-151 Water Performance Study for Microbiology as a requirement of the CH2M Laboratory QA Program
- Passed Whole Effluent Toxicity for *P. promelas* and *C. dubia* at West Side and Noland
- Donna McChristian gave "BOD Troubleshooting" and "Transformers: Revenge of the Pharmaceuticals" presentations at the Annual AWEA Hot Springs convention, and gave two presentations at the EPA Region 6 Quality Assurance Conference, "The Buzz on Pesticides" and "Transformers: Revenge of the Pharmaceuticals"
- Performed the annual method detection limit study on Ammonia, Chloride, Nitrate-Nitrite, Total Phosphorus, and Sulfate
- Performed extra Phosphorus analysis on the Noland effluent samples during alum feed testing
- Collected and shipped Noland effluent samples for analysis of emerging contaminants and pharmaceuticals for a comparison of Ozone and UV disinfection processes
- Performed a wastewater loading study by collecting and analyzing samples from City of West Fork and Elkins
- Performed analysis on Lake Sequoyah, White River East, and Middle Fork samples for Lake Sequoyah sediment removal project
- Nick King attended the annual Halloween costume contest



Laboratory Technician III Nick King enjoying annual project Halloween celebration.

Operations

Industrial Pretreatment Program

The IPP included eight permitted industrial users, including four metal-based categorical users, and one non-significant industrial user. Three large food processors participate in the surcharge program for excess TSS and BOD loading. This program generated more than \$690,000 in revenue for the City. Along with administering the program, IPP personnel serve as industrial liaisons that provide education and training for industrial users and the public. Exhibit 13 outlines IPP participants and other activities in 2015.

In addition to domestic, commercial, and industrial discharges to the sewer, hauled septic tank waste, portable toilet waste, or special waste can be discharged into the head of the Noland WRRF or at a wastewater lift station.

IPP Accomplishments

Noteworthy IPP accomplishments:

- The public hearing and third reading of the Industrial Pretreatment Ordinance modifications were completed at the February 17 City Council meeting. There were no comments at the public hearing and the ordinance was adopted. Ordinance No. 5739 was effective March 19. The newly adopted ordinance was provided to the ADEQ Pretreatment Coordinator
- Staff communicated frequently with industrial user representatives on a variety of Noland WRRF matters including ammonia removal suppression, foam, minerals, unusual color, and high loading
- Fayetteville's four permitted industrial high volume water users voluntarily analyzed daily samples for one week for minerals. Staff also had periodic minerals analyses run on samples from these industries. This data will assist in planning to meet future NPDES permit minerals limits
- Tyson Mexican Original added a new flour tortilla press line. Water for this new line is used in the product. They also installed a sulfuric acid pH adjustment system and installed secondary containment for their north side oil offload area

Exhibit 13
2015 Fayetteville IPP Activities and Participants

2015 Permitted Industrial Users	2015 IPP Activities
Ayrshire Electronics, LLC dba KeyTronicEMS Custom Powder Coating Services, Inc. Elkhart Products Corporation Hiland Dairy Foods Marshalltown Company Pinnacle Foods Corporation Superior Industries International Arkansas, LLC Tyson Mexican Original, Inc.	Conducted 13 compliance inspections Performed 16 compliance and surcharge sample collection events Accepted 263 loads of hauled waste Handled 21 unusual discharges Issued 27 temporary discharge authorizations
2015 Discharging Haulers	
America's Portable Toilet Service Arkansas Portable Toilets Best Jet Sewer and Drain The Potty House, Inc. White River Environmental Services	

- Marshalltown Company increased their discharge flow due to installation of three new dust collectors and an upgrade to their vibratory finishing equipment
- Elkhart Products Corporation installed additional product cleaning equipment and packaging equipment. An increase in baseline copper levels was observed. There were no violations of the copper limits in their Industrial Waste Discharge Permit
- American Air Filter made changes to dye storage and handling, clean-up procedures, moved their sample point upstream, and increased sampling frequency to significantly reduce the potential for discharge of dyes
- ADEQ reported the C&L Landfill cap was fully in place in January. Leachate discharge continued to mirror rainfall throughout the year. At this point, there is no projected closure of the leachate collection system. Work on another site at the landfill did not include leachate collection and disposal

- Staff provided information to dentists in our area and to pharmaceutical, veterinary, hospital, and other associations on EPA's Proposed Rule - Management Standards for Hazardous Waste Pharmaceuticals that was published for comment
- Staff has continued consistent communication with Superior Industries International Arkansas on reducing foam in their discharge that can affect processes at the Noland WRRF. Meetings at, and tours of, both the Superior Industries plant and the Noland WRRF occurred throughout the year with a variety of staff. Superior Industries International Arkansas installed holding tanks for soap tank discharges. This enables them to continue processing while discharging spent soap slowly over a day or two. Since implementation of the slow discharge system, foam issues at Noland appear to have reduced
- Water conservation measures were requested by the City of Fayetteville because of a major leak in drinking water lines. Staff contacted eight industrial users with significant flow, two University of Arkansas departments, and two hospitals to request conservation measures
- Worked with industrial users to maintain a high level of industrial user compliance (Exhibit 14)
- Maintained consistent low metal loadings at the Noland WRRF (Exhibit 15)

Exhibit 14

Permitted Industries Number of Limits Violations 1996 - 2015

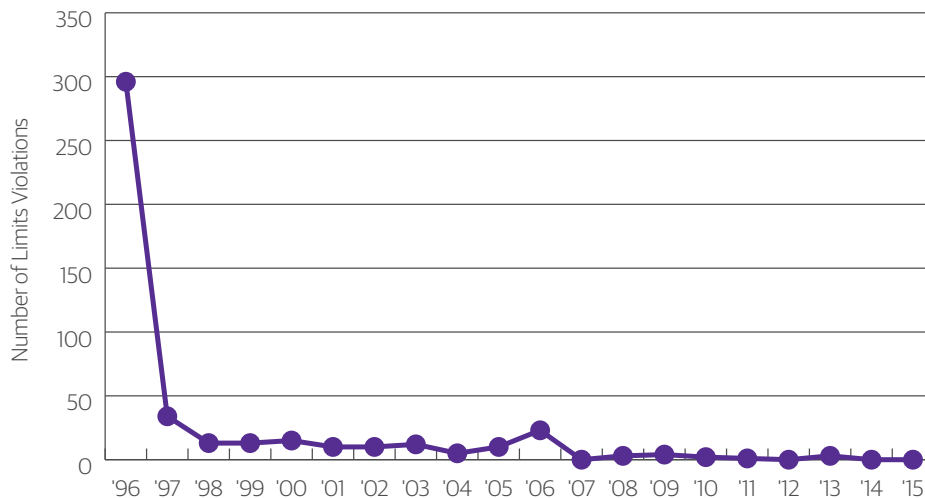
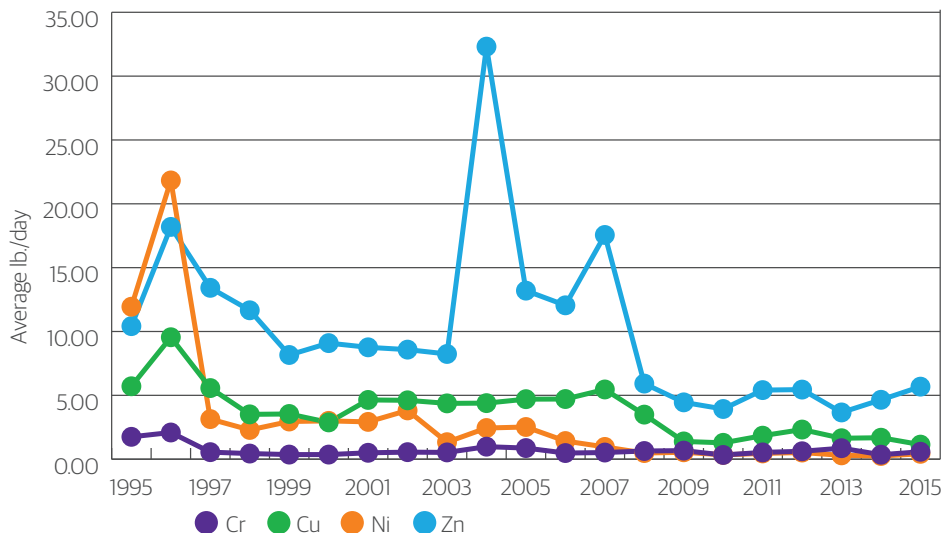


Exhibit 15

Metal Loadings for chromium (Cr), copper (Cu), nickel (Ni), and zinc (Zn)



Operations

Maintenance

Lift Station Vacuum Tubes and Safety Railing

CH2M technicians partnered with the Water and Sewer crew to develop a safer and more efficient way to clean the wet wells for the Farmington West, Mally Wagon, and Industrial Park lift stations (LS 12, 19, and 14 respectively). Longer vacuum tubes were fabricated and fixed inside the wet well so when the sewer crew arrives to clean, the vacuum truck will connect directly to these tubes. These fixed tubes eliminate unnecessary back strain and lifting hazards associated with hauling and creating the entire tube length piece by piece each visit

(approximately 35 feet for LS 19). Staff are addressing and prioritizing safety concerns at the rest of the lift stations by installing safety rails and/or grating for each wet well. This year, safety rails were installed at the following six lift stations based on risks associated with depth and egress: Farmington West, Mally Wagon, Owl Creek, Airport East, Airport South, and Crofton Manner (LS 12, 19, 22, 24, 34, and 39 respectively).



New safety rails at Mally Wagon Lift Station (LS 19).



New safety rails at Farmington Lift Station (LS 12).



New safety rails at Airport East Lift Station (LS 24).



New safety rails at Airport South Lift Station (LS 34).

Ozone Disinfection

In preparation of the new ozone disinfection system installation, the demolition and removal of the old chlorine equipment had to be accomplished. Staff gathered information and tools to safely remove equipment from the structure. The old I-beam hoist rail system was removed from the ceiling of the chlorine building. Two fork lifts were utilized to safely lower the massive I-beam structures. The removed hoist material will be repurposed by the City Water and Sewer department for future needs in their shop areas for heavy lifting and equipment repairs. In addition to the hoist removal, preparations were made to remove the super-saturated dissolved oxygen (SDOX) system. The SDOX system was removed and stored for future use.

The maintenance staff completed an evaluation on the south channel preparatory to cleaning and the installation of HyDoz equipment. The channel was pumped down to inspect both isolation gates. The outlet gate sealed properly, but the inlet gate did not. Personnel had to make adjustments to the wedge zones on the gate to help improve the seal. This adjustment allowed the contractor to complete modifications to the channel with minimal pumping needs and eliminated the need for sand bags. Roughly 15 yards of sand and grit had settled in the channel floor area. The debris was removed and hauled to the landfill for proper disposal. The channel cleaning project was completed without delay, so the contractor could successfully pour the concrete slab in the bottom of the channel and perform ozone manifold installation.



Old chlorine hoist and rails.



Cleaning grit out of the south contact basin.



South basin ready for ozone equipment.



Old chlorine storage area ready for ozone.

Operations

Aeration Basin

The Aeration Basin aerator controls at Noland were updated by the SCADA department a few years ago. Relays and controls were installed to enable the aerators to be changed from slow to fast via the SCADA system, depending on the oxygen demand of the biological system in the basin. In order to keep costs down, very little additional hardware was installed at that time. Recently, four VFDs were purchased. Aeration basin motors that were due for rebuild were removed and sent out to be rebuilt and converted to single speed with

class H insulation preparatory to VFD installation. Two VFDs were installed for the 50 hp and two for the 100 hp aeration motors. With the addition of the new VFDs, Operators will be able to more efficiently control DO levels in the biological treatment process. Utilizing this process is ultimately more sustainable due to reducing electrical use when DO levels are too high. Furthermore, single speed motors will not cycle as often thus reducing wear and tear on the units. The motors were installed, tested, and placed online in May.



50 hp VFDs.

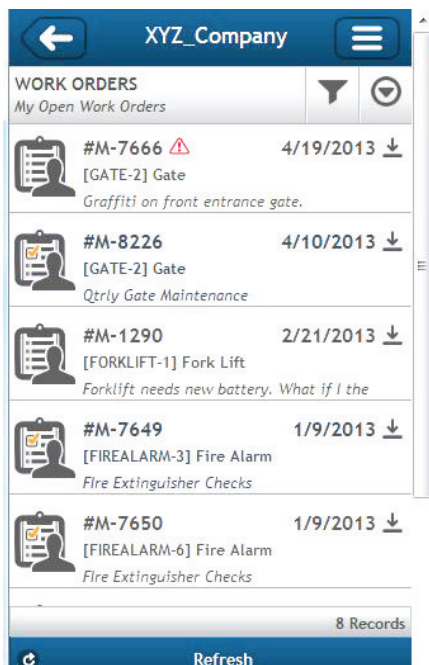


100 hp VFDs.

Maintenance Connection Express and Barcoding

This year, we participated in a free pilot trial of Maintenance Connection Express, a mobile version of our current computerized maintenance management system. This application allows us to quickly review, perform, and document preventive maintenance in the field at the facilities and lift stations using existing smart phones. Tablets were utilized mainly around the plant areas that have WI-FI canopies. Having the ability to access data in the field allows staff to review asset specifications, asset history, check for additional open work orders, and more. With this new tool, staff can create corrective work orders on the fly and attach photos to work orders for clarity, better troubleshooting, and future reference on assets. Along with the pilot of Maintenance

Connection Express, staff completed an additional pilot study for barcoding. Two highlighted features of this new tool are: scanning barcodes in the field, and quickly scanning inventory items. Several barcodes lists were created and placed into binders for quick reference and scanning at the offsite lift stations, thus eliminating the need to manually search for work orders. After scanning the barcode for an asset, the system brings up work orders and records pertaining to the asset. The barcodes were also tested on inventory items at our West Side facility. Having barcodes for inventory items allows for more efficiently adding parts and pricing to work orders, as well as informing personnel when it is time to replenish inventory items.



Example remote access screen.



Example bar code in use.

Operations

Westside Generator

One significant and unpredictable failure occurred this year on the West Side two-Megawatt generator. Because this generator is used for load shedding, failures on this unit are even more stressful than other generator failures. Due to quick response by personnel, coupled with close monitoring and projecting of the electrical load on the utility power grid, a penalty was not incurred from the power company since we were not using their electricity during peak electrical demand. The problem was initially discovered during the daily inspection of the West Side WRRF generator when the operator noticed coolant on the floor of the structure. Maintenance was immediately called in to inspect the unit. Maintenance personnel added water and consulted with JA Riggs CAT before testing the unit. The generator started, but faulted out 8 minutes into the test run, which indicated that the generator would need a technician from CAT to further investigate. It also meant that the facility would need to be shut down during peak electrical load to avoid potential significant penalties from the power company. Staff made the appropriate preparations and diverted plant influent flow

to the equalization basin, stopped all discharge flow from the facility, and then disconnected power to the entire facility for approximately 4 hours. Further investigation revealed a failure in the radiator and that the radiator would have to be removed for repair. To reduce downtime and cost, CH2M maintenance personnel rented a 5,000 pound fork lift to remove the forced air deflector, sound baffles, and header on the enclosure so the radiator could be exposed. With the assistance of CH2M, Riggs CAT finished removing the 9' x 8' radiator and it was shipped to Anderson, Missouri for repair. The radiator was repaired and returned one week later. Staff assisted Riggs CAT with the reinstallation of the unit. After the radiator was installed and the generator successfully tested, maintenance personnel stayed late that night to reinstall the sound baffles, forced air deflector, and header so that backup power was available for the WRRF preparatory to incoming storms throughout the coming night and next day. The total repair cost from Riggs CAT was nearly \$9,000, a figure which would have been significantly higher without onsite assistance.



Two megawatt generator at the West Side WRRF.



Crane removing radiator for repair.

SCADA

During routine SCADA checks, technicians noticed that both pumps at the Owl Creek lift station (LS 22) were running longer than normal. Staff arrived on site and pulled each pump to check for debris that was potentially lodged in the impellers. Upon examination, personnel found and removed chunks of concrete from both pumps. Fortunately, the impellers appeared to be intact. While reinstalling the pumps, they noticed additional debris – mostly tree limbs – in the wet well. The City Water and Sewer department was informed immediately so they could check for issues in the collection system in the Owl Creek area, but no problems were discovered. The City Water

and Sewer vacuum truck crew cleaned limbs, rags, wipes, and debris from the lift station wet well. Once the pumps were placed back online, pump 1 would not start and run. The starter failed, but after replacing it, pump 1 resumed normal operation. Unfortunately, pump 2 began overloading and causing the electrical breaker to trip. Using a megohmmeter, the insulation resistance of the motor's electrical windings were tested. The tests revealed that the internal winding had failed and were shorted to electrical ground. Pump 2 was removed and sent for warranty repairs. In the meantime, staff installed a critical spare unit - an old retired pump for this station.

Hamestring Channel Monster

The Channel Monster is a large grinding unit located at the Hamestring lift station. It “chews up” debris (rags, wood, construction material, etc.) that flows into the lift station into small pieces so that the expensive downstream 350 hp pumps are not damaged. The City owns two Channel Monsters, but the station is set up so that only one unit can be installed and operated at a given time. Each year, technicians remove one unit for inspection and maintenance, and install the second unit in its place. In late 2014, the units were rotated before the 1-year mark to investigate why screen number 1 kept failing on one of the units. Contact was made and permission

granted from JWC for staff to troubleshoot over the phone to resolve the issue without sending the unit to Georgia. After verifying a faulty motor, JWC shipped a replacement motor under warranty in a timely fashion. Meanwhile, the backup Channel Monster faced a mechanical issue on one of the screens which required the unit to be sent to Georgia for repair. While at their facility, JWC performed not only the necessary corrective maintenance, they also completed additional preventive measures while the unit was disassembled. The Channel Monster was returned, installed, and appears to be operating correctly.



Crane removing Channel Monster for repair.



Channel Monster after cleanup.

Operations

Biosolids Management Site

Shortly after the startup of the solar houses at the BMS, air diverters were installed on the solar houses to reduce off-site odors. After the air diverters were installed, lighting became an issue for night operators because the air diverters blocked most of the light from the older fluorescent fixtures. This year, lighting on the solar houses was replaced and upgraded with new LED flat mount fixtures which produce a cleaner, brighter source

and are more energy efficient. The plant Master Electrician installed the LED fixtures on each solar house in a clean and professional manner. In the daytime, the lights are almost unnoticeable. The newly installed LEDs provide BMS personnel the necessary lighting to safely load and unload material in the solar houses at night. The upgrades are an improvement towards both safety and sustainability.



Downturn LED lights installed at BMS.



LED lights in use at solar drying houses on BMS.



The BMS consists of 670 acres adjoining the Noland WRRF property. The site is bordered by 12 private property owners.

Developments at the BMS included:

- Soil sample analyses results for 2015 showed an average pH of 6.9
- Lime was not recommended. Fertilizer recommendations from this same analysis were 200 pounds of nitrogen and a range of 190 to 230 pounds of potassium per acre
- In 2015, 9.9 MG of treated effluent was used to irrigate the hay fields and water-in the water treatment residuals (WTR), compared to 21.2 MG used during the 2014 hay season. The wet weather during the summer and fall contributed to the overall decrease in irrigation water applied
- Hay harvesting began on May 4, 2015 but was often disrupted due to frequent rainfall events that interfered with the normal 4-day curing cycle of the hay crop because the fields were too muddy to harvest hay. These events drastically affected the amount of hay produced and the price that was charged per ton for hay. For the second consecutive year, staff once again found hay crop damage that was associated with the Army Worm. As in 2014, staff had to use cutting of hay fields and insecticide as control measures for stopping the spread of the Army Worm. The crop damage from the Army Worms reduced the hay yield from an estimated 200 acres. Local farmers had another year of above average hay production, which reduced demand for our product for the second consecutive year
- The average protein content of the samples analyzed from the University of Arkansas Extension Service Laboratory was 8.3 percent. The range was 4.1 percent for the first cutting to 14.5 percent for the second cutting. Our first cutting started on May 4, 2015, and the third cutting ended October 21, 2015
- The site produced approximately 5,578 bales or about 1,962 tons of hay. The average price per ton for hay sold was \$47.35. Total hay revenue for the 2015 season was \$92,901
- The BMS received approximately 3,396 tons of WTR from the Beaver Water District. Total WTR revenue for the 2015 season was \$107,000. Although the total tons applied in 2015 was a few tons more than applied in 2014, the actual 2015 revenue was less because of falling diesel prices. The 2012 contract price per ton accounted for a fuel cost of \$3.25 per gallon. The falling diesel prices over the past two years resulted in a reduced price per ton. As with the hay operation, the extremely wet year did not allow staff to apply as much WTR as planned due to permit restrictions for applying on saturated soil
- The thermal and solar biosolids drying operation processed approximately 20,629 wet tons of biosolids from the Paul R. Noland and West Side WRRFs
- The BMS sold approximately 2,897 tons of biosolids fertilizer to local residents during 2015. Total fertilizer revenue for 2015 was \$57,927

Operations

Biosolids Management Site Improvements

The new No Discharge Permit 4847-WR-3, AFIN 72-00829 went into effect August 1, 2015. The BMS staff immediately began the process of amending the BMS Site Management Plan to reflect the changes in the new No Discharge Permit. The most prominent change is the extended land application restrictions. The distance from occupied dwellings increased from 300 feet to 500 feet. This change has reduced the amount of land we can apply to from 528 acres to 445 acres. In July, staff finalized the new BMS maps and area numbering to reflect the changes in the new No Discharge Permit that went into effect August 1, 2015.

Daily operational checks of the thermal dryer revealed hairline cracks in the end plate of the Sigma unit. The Sigma unit heats the thermal dryer thermal fluid that creates the heat needed to dry the biosolids. Replacement cost of the end plate was \$15,000 with a six-week lead time for the replacement delivery. Due to staff finding this issue early, the end plate was able to be repaired at a cost of \$1,874. This \$13,126 savings does not include the additional labor savings for not needing to remove and install the seven foot diameter steel plate.

Sigma Thermal performed the annual service of the thermal dryer heating unit. This inspection included the removal of the burner unit

for an in-depth visual assessment of the thermal fluid coils. The inspection found that all internal parts were in good condition except for the burner block and slave assembly. Staff had the parts in inventory so no loss of dryer run time was incurred.

On December 26 and 27, a rain event of 7.6 inches was recorded at the BMS that caused widespread flooding on the site. The U.S. Geological Survey monitoring station located at the Wyman Bridge on the White River, near the BMS, registered peak flow at 59,000 cubic feet per second and a gage height of 31 feet. The flooding caused some damage to the site roads and fences. An inspection of the 2012 stream bank restoration site revealed no damage from the flood waters compared to significant erosion along other stretches of the White River.

BMS staff and maintenance staff replaced the 450 pound thermal dryer west swivel assembly. The graphite rope and seals in the assembly had reached their life expectancy and required replacement. During the removal process the team discovered additional wear in other parts of the assembly. Because of lengthy replacement lead times, staff had a complete swivel assembly in stock as a critical spare and the entire swivel assembly was replaced.

Equipment Updates

Equipment changes for the BMS site in 2015 included the addition of:

- Unit 5057 New Holland Workmaster Tractor
- Unit 5059 John Deere 6115D Tractor
- Unit 5058 New Holland T6-155 Tractor
- Four OCMIS irrigation reels

The following equipment was retired and returned to Fleet Division to be listed for re-sale:

- Unit 551 Ford 3930 2X4 46 HP Tractor
- Unit 564 New Holland 8160 4X4 Tractor
- Unit 581 New Holland TS100A Tractor
- Unit 5 Hobbs Reel Rain Irrigation Reel
- Unit 6 Hobbs Reel Rain Irrigation Reel
- Unit 7 Hobbs Reel Rain Irrigation Reel
- Unit 10 Hobbs Reel Rain Irrigation Reel

Solids Production and Disposal

The WRRFs generated approximately 20,629 wet tons of biosolids in 2015, resulting in an average of 2.7 loads of biosolids per day, at 19.5 percent dry solids content. After four years of dried biosolids production, the biosolids beneficial reuse program is on track to meet its goals of reducing operating costs, providing a long-term stable disposal method for the biosolids, and ensuring long-term environmental benefits. Some of the successes in the past year include:

- Preventing 99.4 percent of biosolids from being disposed of in a landfill and running a total of 245,832 fewer miles than 2010 in truck travel
- Holding two successful fertilizer commitment events, in March and September, and receiving a total of 110 calls requesting roughly 10,294 tons of fertilizer
- Selling a total of 2,897 tons of fertilizer and collecting a total of \$57,927

The WRRFs generated approximately **20,629** wet tons of biosolids in 2015



Community Involvement

CH2M staff participated in several community involvement activities throughout 2015, including:

- Participated in several fund-raising functions supporting Water For People
- Participated in Fayetteville's Chamber of Commerce 28th Annual Education Expo. Michelle Strange informed about 250 area teachers about many water and environmental educational resources our staff offers: plant tours, school outreach, and visiting speakers who cover topics like water cycle, wastewater treatment, and recycling
- Staff volunteered with Project Right Choice during two DEA National Drug Take Back Day events, which resulted in collecting 700 pounds of unneeded drugs in 2015 for proper disposal. These semi-annual events prevented unwanted drugs from being misused or abused, and kept them out of our treatment facilities and watershed
- Staff wore red on National Wear Red Day to show support for Women and Cardiovascular Risk
- Several staff members continue to participate in the 10th Annual Secchi Day on Beaver Lake helping with registration and other responsibilities
- Jeff Hickle, Denise Georgiou, and Maggie Henderson participated at the West Side Rain Gardens helping with wildflower seed collection, native grass seed collection, and planting. Others volunteers worked in the Woolsey Wet Prairie during the event hosted by the WCRC
- In 2015, operations staff provided approximately 15 tours, to nearly 225 people, of the WRRFs, and the Woolsey Wet Prairie. Attendees included students from elementary, middle, and high schools; college students; educators; bird watchers; and other professionals



Michelle Strange participating in Annual Education Expo.



Denise Georgiou (far right) volunteering at a National Drug Take Back Day Event collecting over 700 pounds of unneeded drugs in 2015.

Projections for 2016

We faced many challenges in 2015 with the same focused power of teamwork and ingenuity that has given us a solid foundation of success in the past. During the installation of a new and innovative treatment unit, we were able to fully exercise the impressive skills and creativity of our staff, allowing for an effective change-over. We saw a year of record-setting influent flows and loadings. Every challenge simply became an opportunity for the CH2M team to work closely with the entire City Utility to exceed expectations in contributing to the overall goals and objectives of the City of Fayetteville. We anticipate that 2016 will indeed provide more opportunities to impart additional value to our work. Some of the challenges for the next year include the following:

- Continue assisting with the Third Party Rule Making request to change the stream standards for minerals for the segment of the White River which the Noland WRRF discharges into
- Assist with finalizing the installation of the ozone disinfection system at the Noland WRRF
- Continue to work with the City to develop a viable Lake Sequoyah Sediment Removal Plan

One of our most important goals is to enhance our relationships with excellent partners like the City through continually improving our own level of performance and delivery of services.

Together we have accomplished many meaningful objectives over the years, including in 2015, and anticipate additional accomplishments as we move into the future.



The Fayetteville team.

www.ch2m.com
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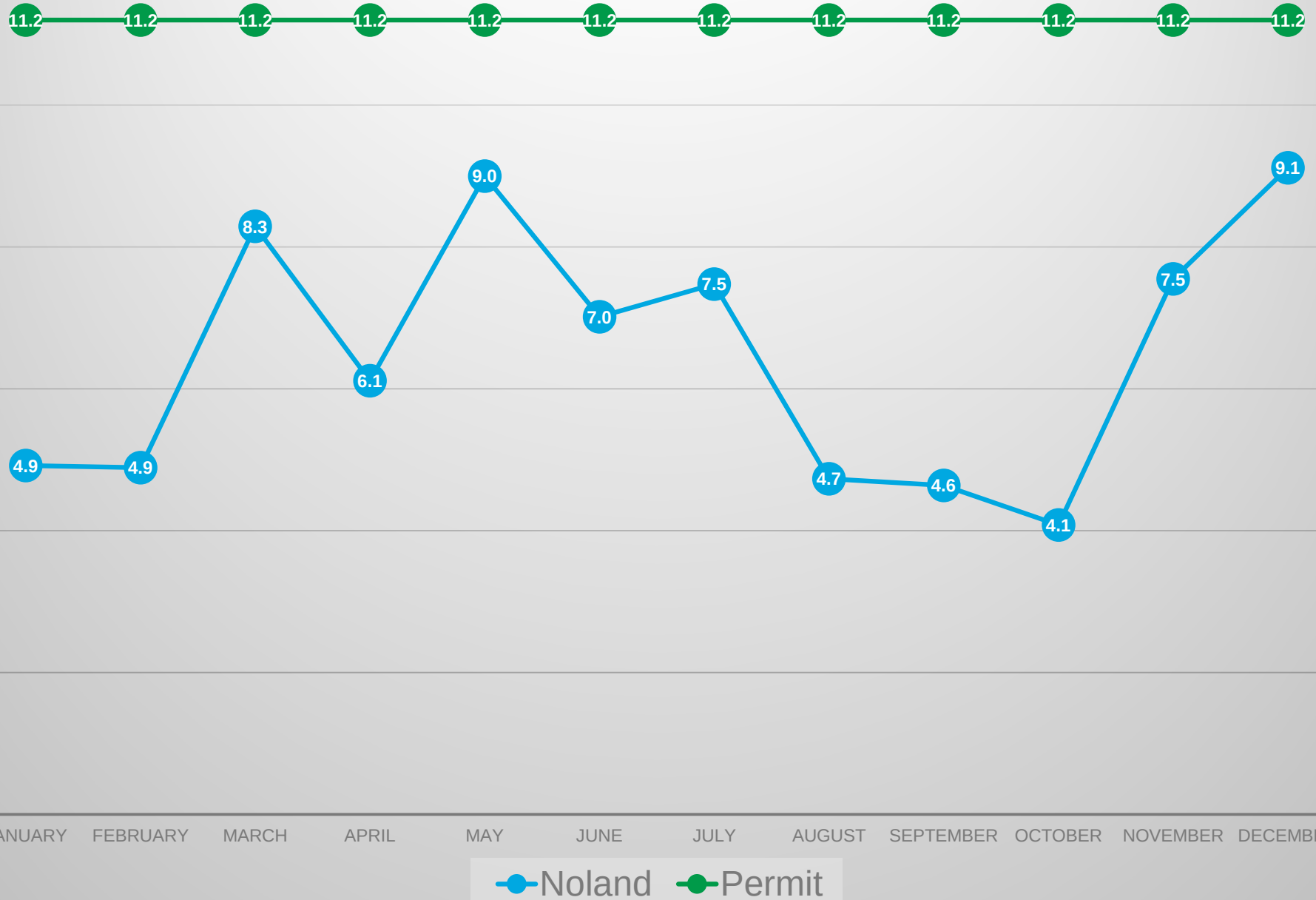
ch2m.SM

City of Fayetteville Wastewater Treatment

2015 Annual Report



Noland Influent Flow



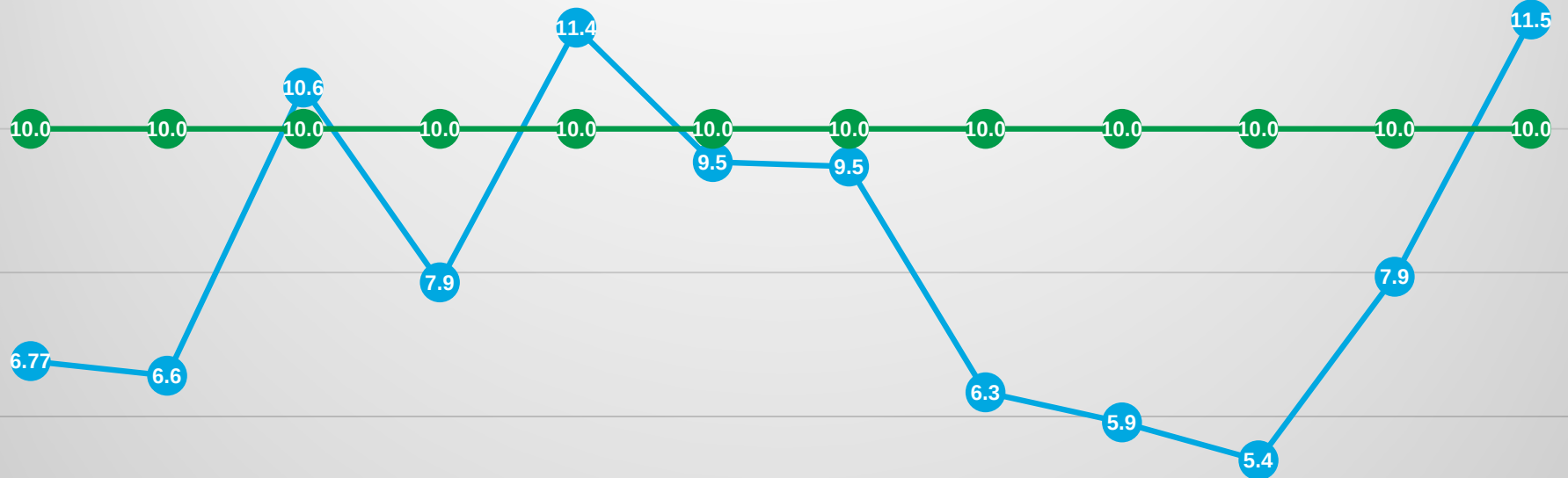
View from Northeast Corner of Noland



Similar view during 'high water'



West Side Influent Flow

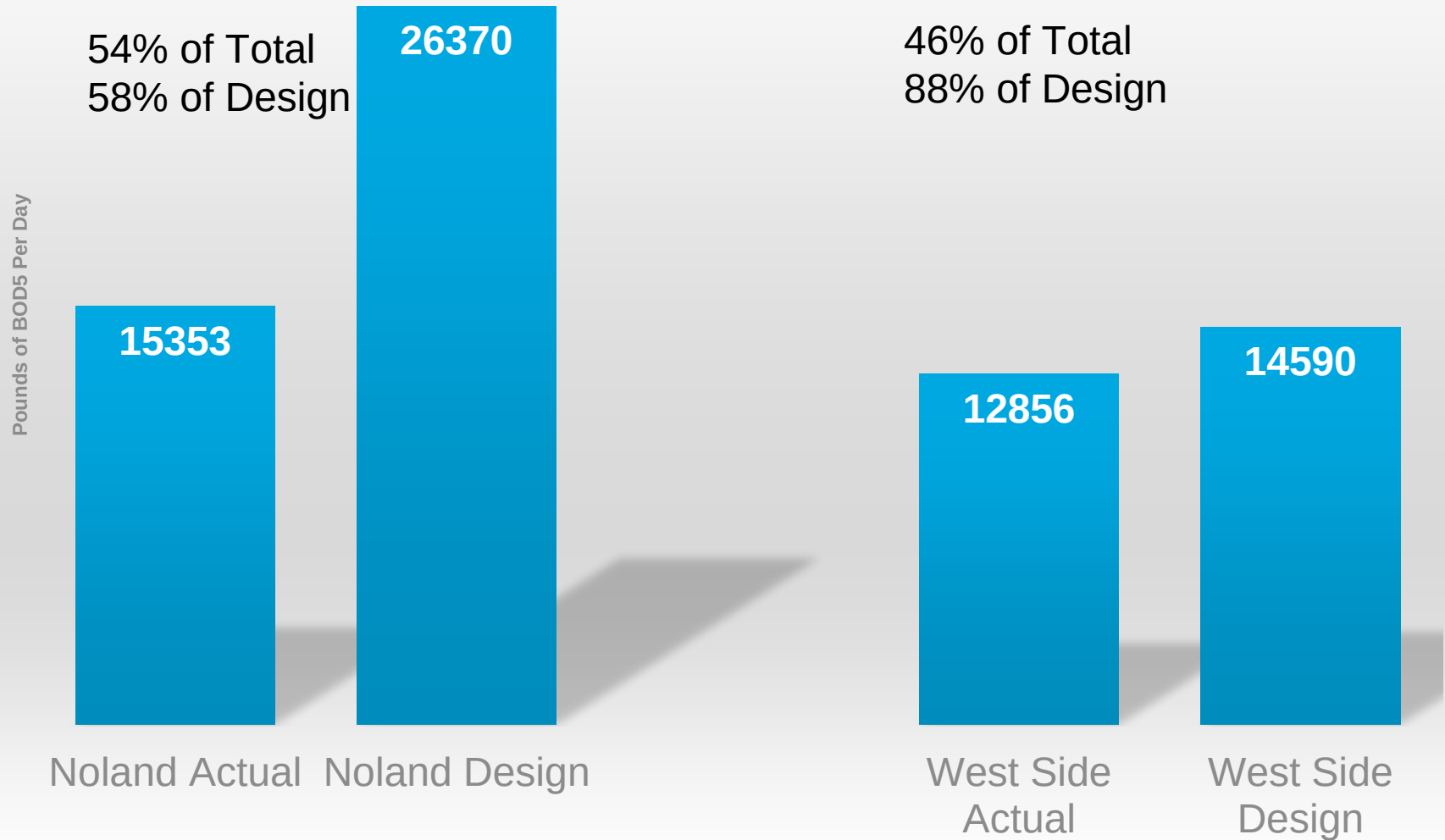


JANUARY FEBRUARY MARCH APRIL MAY JUNE JULY AUGUST SEPTEMBER OCTOBER NOVEMBER DECEMBER

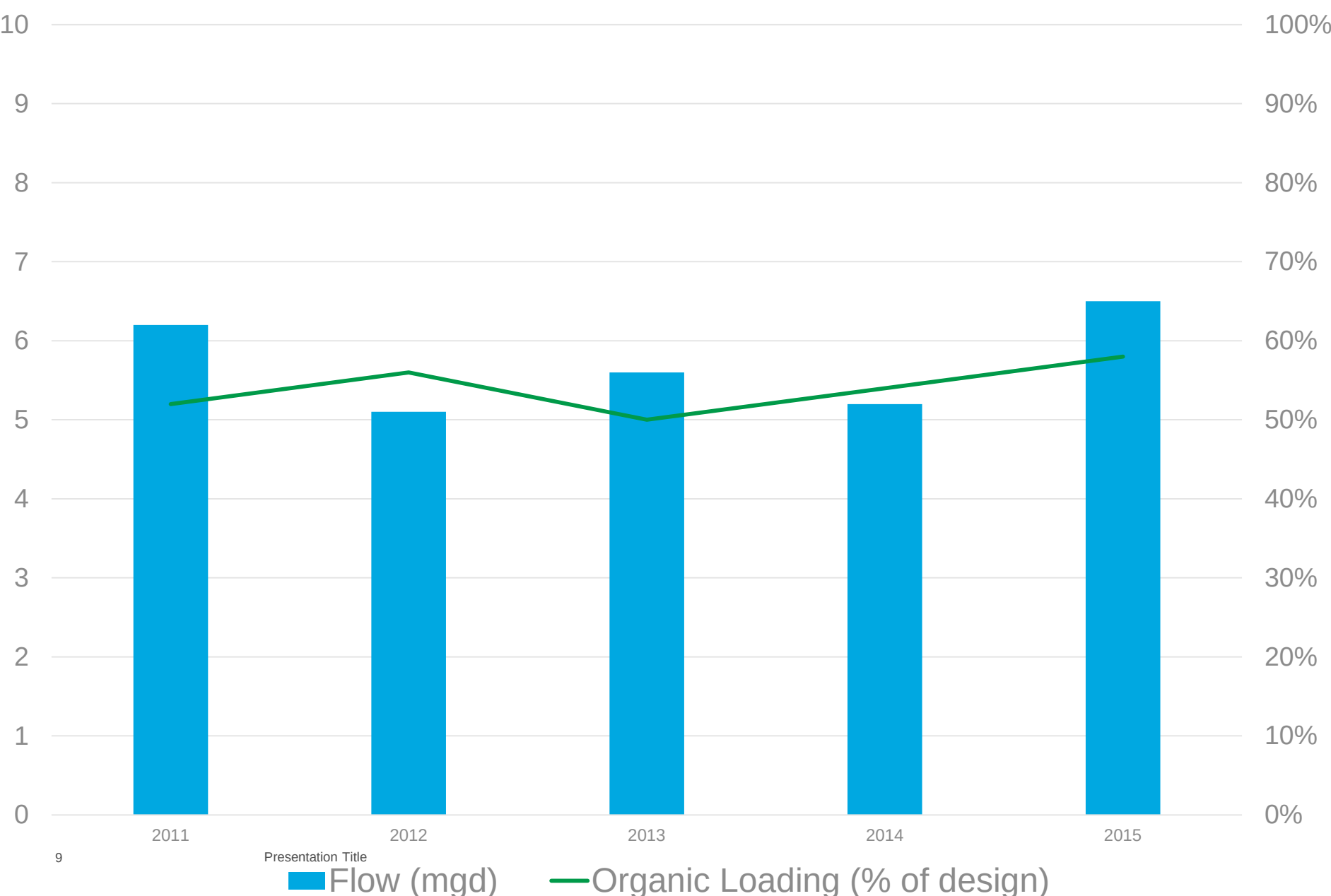
—●— West Side —●— Permit



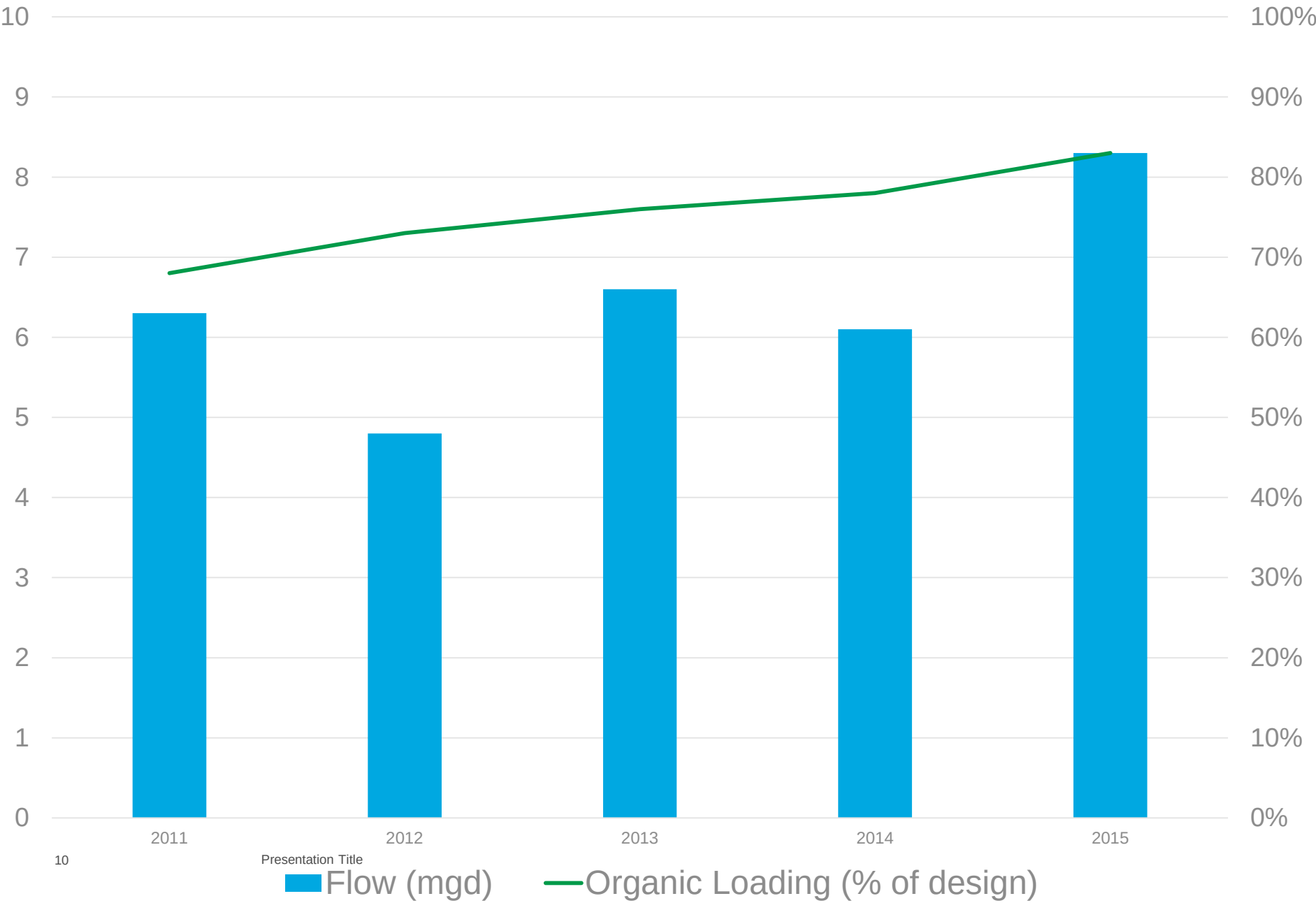
Organic Loading Comparison



Noland Five Year Trend



West Side Five Year Trend



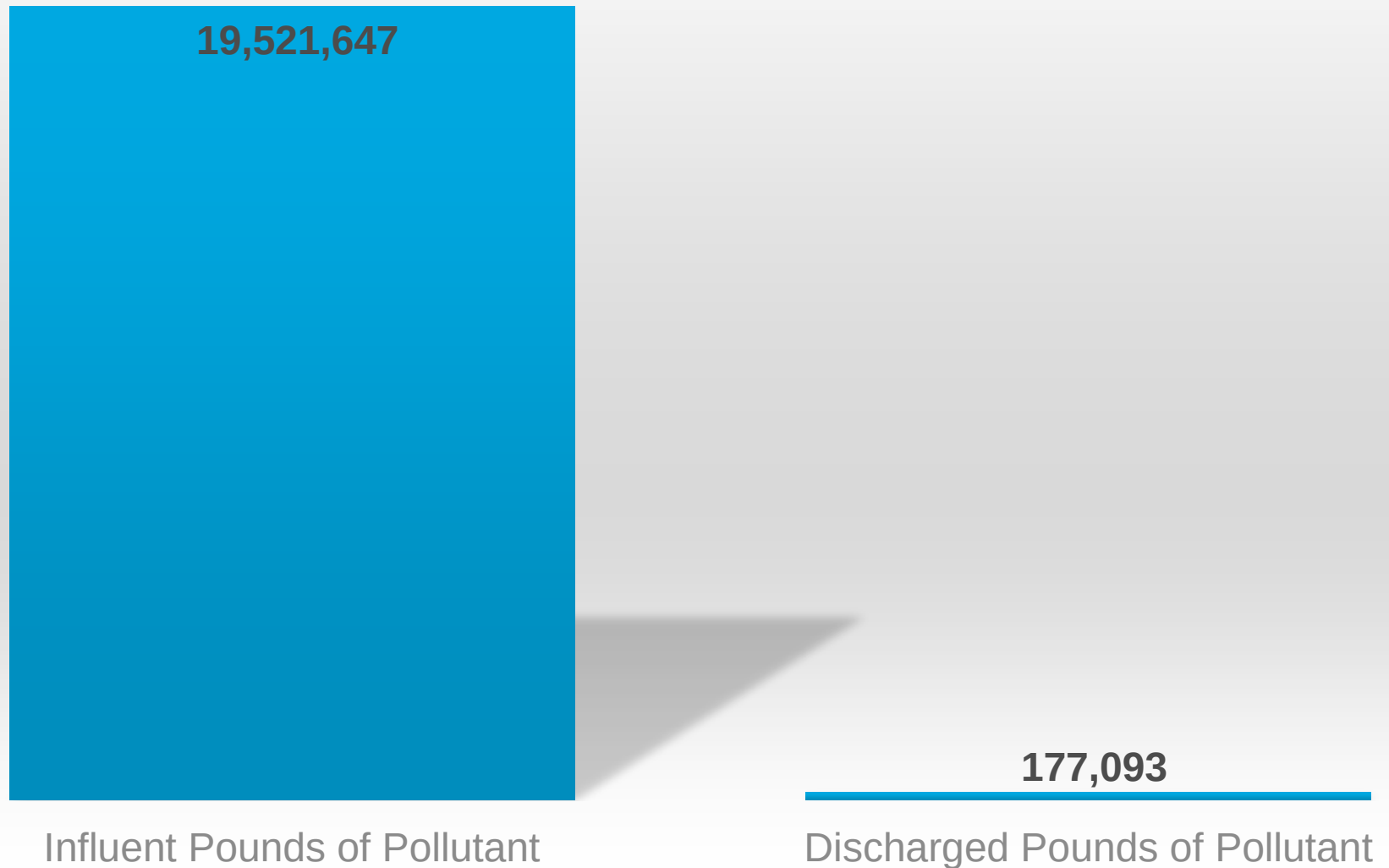
Channel Monster
Being Removed



After Clean Up



Performance vs Influent



Downturn LED lighting at the BMS



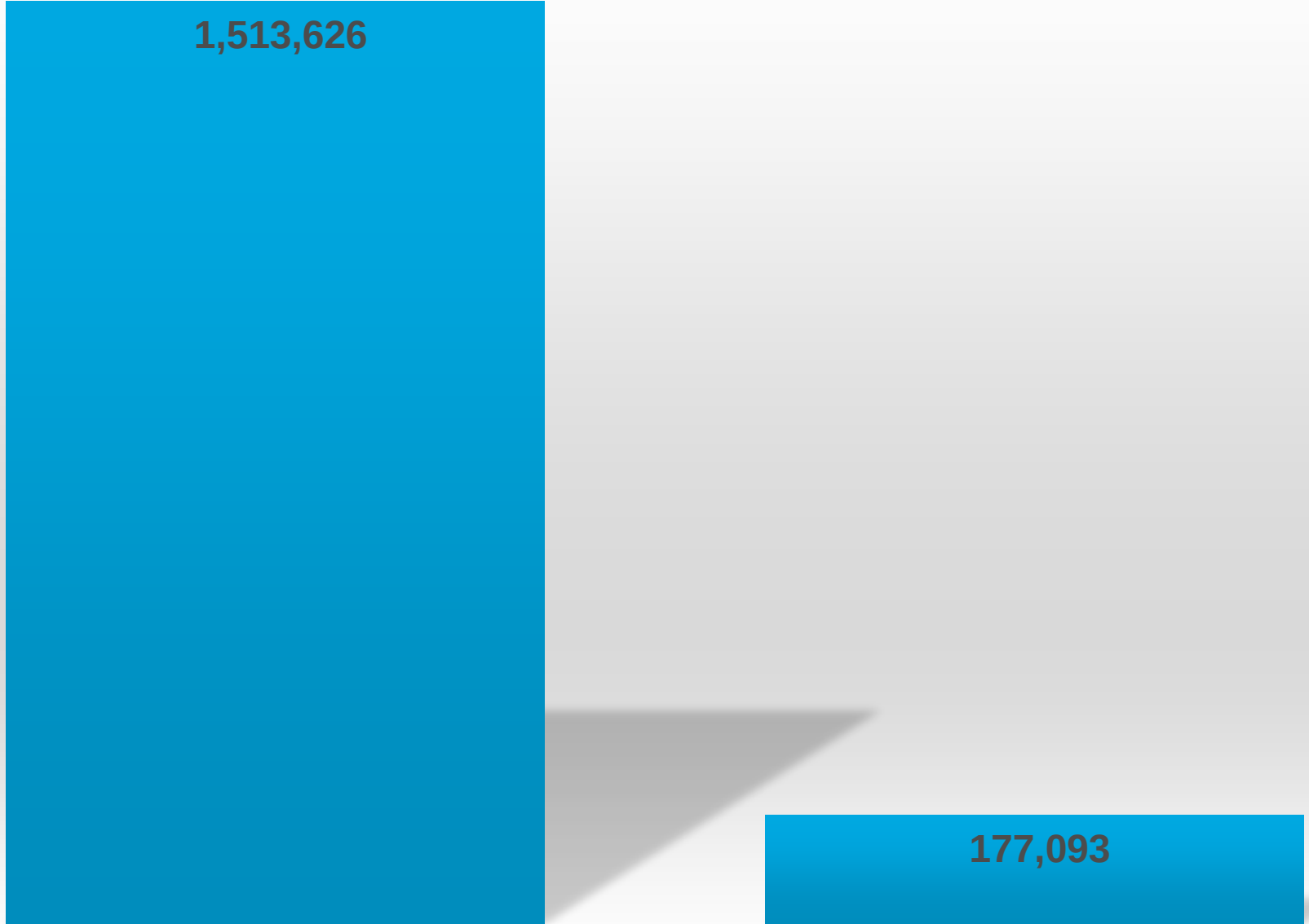
Performance vs Permit

1,513,626

177,093

Permitted Discharge Pounds of Pollutants

Actual Discharged Pounds of Pollutants



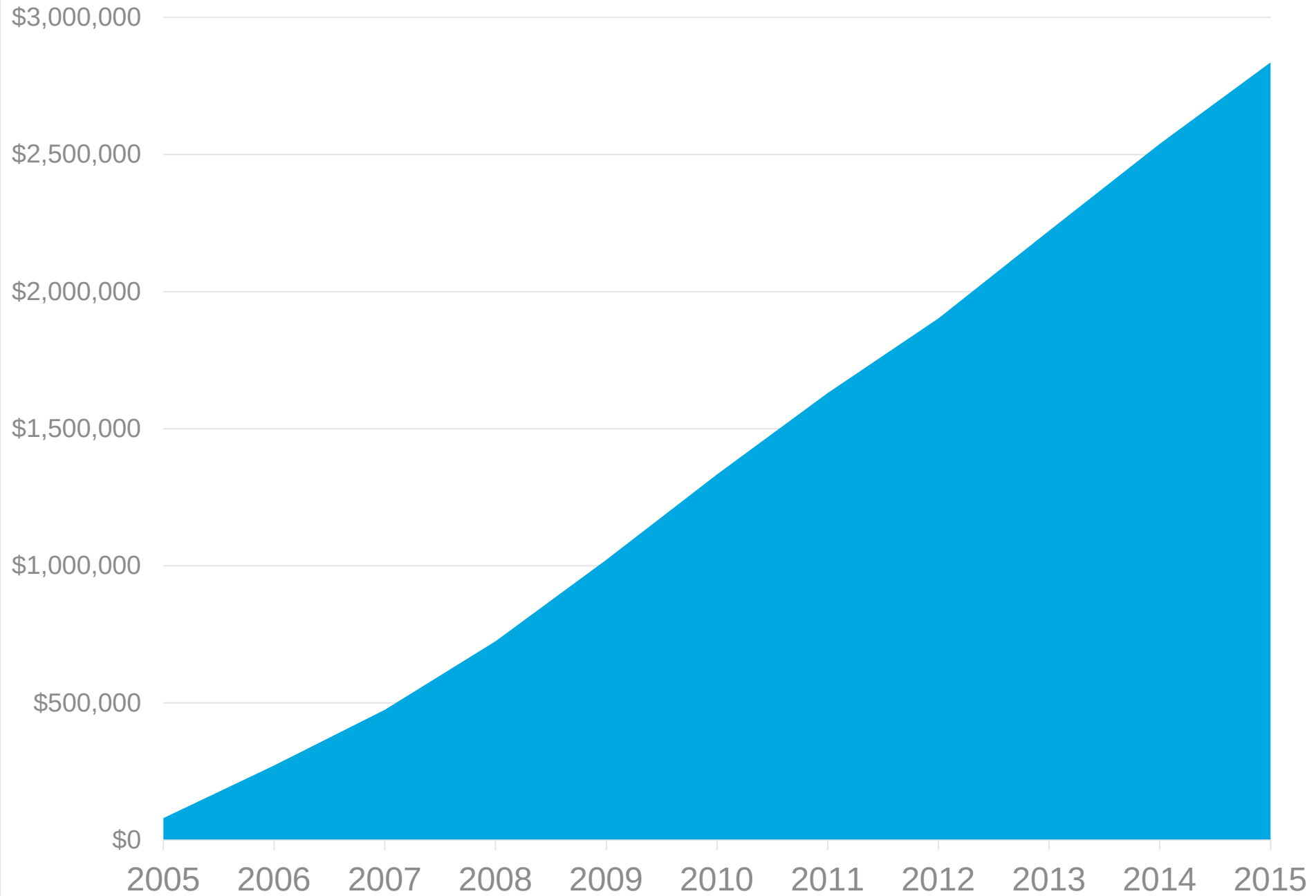
2-Megawatt Generator at West Side



Radiator Being Removed



Cumulative Annual Savings



Geobag In Use at Lake Sequoyah Sediment Removal Project



2015 Summary

- Effectively treated record amount of incoming wastewater
- Addressed several design, construction, and operational challenges
- Passed significant financial and energy management milestone
- Will provide a \$50,424 rebate! 😊



